



STATE OF FLORIDA
COUNTY OF COLUMBIA

I, Audrey E. Sikes, Clerk of the City of Lake City, DO HEREBY CERTIFY the attached to be a true and correct copy of City of Lake City Code Enforcement Special Magistrate Order-Case No. 2018-00000205 (4 pages), as promulgated and on file in the City Clerk's office and the official records of the City of Lake City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of this City this 10th day of July 2019.

MAYOR - COUNCIL MEMBER
STEPHEN M. WITT

COUNCIL MEMBERS
CHRIS GREENE
JAKE HILL, JR.
EUGENE JEFFERSON
MELINDA MOSES


CITY MANAGER
JOSEPH HELFENBERGER

CITY CLERK
AUDREY E. SIKES

CITY ATTORNEY
FRED KOBERLEIN, JR.

SEAL OF THE CITY OF LAKE CITY, FLORIDA.

Inst: 201912017013 Date: 07/22/2019 Time: 2:08PM
Page 1 of 5 B: 1389 P: 1493, P.DeWitt Cason, Clerk of Court
Columbia, County, By: PT
Deputy Clerk


AUDREY E. SIKES, MMC
City Clerk

Beann 8/29/19
Eno 4/5/23 \$50 day
~~1327~~ ~~1327~~
1315 Days - 1327
\$65,750 \$66,350

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

CASE NO. 2018-00000205

PETITIONER,

v.

YVES BARROUKH,

RESPONDENT.

ORDER

THIS CAUSE came before the Special Magistrate on June 13, 2019, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner, makes the following findings of fact and conclusions of law and thereupon orders, as follows:

Findings of Fact

1. Yves Barroukh ("Respondent") is the owner of commercial property located at 614 Marion Avenue in Lake City, Florida ("Property"). City of Lake City Code Inspector Beverly Jones appeared and testified at the hearing.
2. City of Lake City Code Inspector Beverly Jones initially inspected Respondent's Property on May 22, 2018, and observed overgrown vegetation and a deteriorating structure on the Property.
3. In City of Lake City Case No. 2015-111 an Order was entered on August 21, 2017, in which the Special Magistrate found the same violations with regard to the same Property and Respondent. The violations were not corrected by Respondent and have only intensified.

4. Petitioner sent a Warning Notice to Respondent via USPS certified mail to 5696 Alton Road, Miami Beach, Florida 33140 on May 22, 2018 requiring Respondent to remove the overgrown vegetation and repair or demolish the structure no later than June 30, 2018.
5. On March 19, 2019, City of Lake City Code Inspector Beverly Jones re-inspected Respondent's Property and the condition was unchanged. Petitioner sent Respondent a Notice of Violation via USPS certified mail to 5696 Alton Road, Miami Beach, Florida 33140, together with a Notice of Hearing with the time and place of the June 13, 2019 hearing. The Notice of Violation required Respondent to correct the violations no later than April 30, 2019. A receipt for these notices indicating that they were received by Respondent was not returned to Petitioner by USPS. Petitioner also posted copies of the Notice of Violation and Notice of Hearing at the Property and at the City of Lake City City Hall on May 3, 2019.
6. On the date of the hearing, the Property had not been mowed nor had the structure been repaired or demolished.

Conclusions of Law

1. The authority of the undersigned special magistrate to hear and determine the violations alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.
2. The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
3. Respondent was properly notified of the alleged violations and provided with a reasonable period of time within which to correct the violations.

4. Respondent failed to timely correct all of the alleged violations on the Property.
5. Petitioner requested a hearing and provided proper notice to Respondent of its date, time and location.
6. Pursuant to Chapter 22, Article VII, Section 22-197 of Lake City, Florida Code of Ordinances, the undersigned special magistrate is authorized to order the relief granted herein.

Order

1. Within sixty (60) days of the date of this Order, Respondent shall obtain a permit from Petitioner for the demolition of the structure on the Property. Further, Respondent shall maintain the vegetation on the Property as needed to remain within Petitioner's allowed limits.
2. In the event that Respondent fails to comply with Paragraph 1 above, a daily fine of fifty dollars (\$100.00) will be imposed and begin to accrue on the 61st day, which can become a lien on the Property, which lien could be used by Petitioner to foreclose on the Property.

DONE AND ORDERED in this 28th day of June 2019.


JENNIFER B. SPRINGFIELD
SPECIAL MAGISTRATE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Respondent Yves Barroukh at 5696 Alton Road, Miami Beach, Florida 33140 via USPS regular mail, and to Beverly Jones, City of Lake City, Florida via electronic mail to jonesb@lcfla.com this 29th day of June 2019.


Jennifer B. Springfield

Copies to:
Joseph Helfenberger
David Young

CODE ENFORCEMENT- SPECIAL MAGISTRATE

City of Lake City
 205 N Marion Ave.
 Lake City, Florida 32055
 386-719-5746

NOTICE OF Violation

Case # 2018-00000205

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that on/prior to the date below, the following violation(s) of the Codes of Lake City were violated at the property located at 614 N Marion AVE Parcel ID# 11267000:

REINSPECTION	Beverly A Jones	03/19/2019	11:06AM	Results structure is further deteriorated, weeds in back lot, property is a blight isue for neighborhood
INITIAL INSPECTION	Beverly A Jones	05/22/2018	3:32PM	Results

Violation Code	Violation Description	Corrective Action
301.2 Responsibility	IPMC 301.2 Responsibility	Cut grass/weeds to within allowable limits and maintain in accordance with adopted codes. Demolish and remove structure or repair in accordance with currently adopted codes.
301.3 Vacant structures and land	301.3 Vacant structures and land. IPMC	
302.4 weeds	302.4 weeds IPMC	
304.1 General.	304.1 General. IPMC	
sec 110.1	sec 110.1 general-demolition	
Sec 22-191	SECTION 22-191 PUBLIC NUISANCE	

Violation Code	Municipal Code
301.2 Responsibility	The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling.
301.3 Vacant structures and land	All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
302.4 weeds	All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches . All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
304.1 General.	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
sec 110.1	The code official shall order the owner of any premises upon which is located any

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Sec 22-191	Public nuisances are defined in the definitions section of division 1 herein. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by the minimum standards codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the city growth management director or his designee or the code enforcement board are authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined herein. These powers are hereby declared to be remedial and essential for the public interest and it is intended that such powers be liberally construed to effectuate the purposes stated herein

☒ **WARNING:** This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before the date listed below:

Type of Corrective Action	Due Date
WARNING NOTICE	06/30/2018
Notice of violation	5/15/19

If the owner of property which is subject to an enforcement proceeding before the enforcement board, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

- (1) Disclose in writing the existence and the nature of the proceedings to the prospective transferee;
- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceedings received by the transferor;
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceedings;

- (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2) and (3) above before the transfer creates a rebuttal presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is heard.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name **BARROUKH, YVES R** Relationship owner

On date 3/19/19 time being _____ Personal Service

Posted on property and at City Hall _____ x Certified Mail, Return Receipt requested

class mailing

Refused to sign, drop service

First

Jones, Beverly A
Print Name of Code Inspector

Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Violation

Signature of Respondent/Recipient

Date

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Name **BARROUKH, YVES R** Relationship owner

On date 3/19/19 time being _____ Personal Service

Posted on property and at City Hall _____ x Certified Mail, Return Receipt requested _____ First class mailing

Refused to sign, drop service

Jones, Beverly A
Print Name of Code Inspector

Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Violation

Signature of Respondent/Recipient

Date

**CODE ENFORCEMENT BOARD
OR SPECIAL MAGISTRATE**

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 2018-00000205

Respondent **BARROUKH YVES R**

NOTICE OF HEARING: You are hereby notified and commanded to appear before the Special magistrate- of Lake City, Florida on (day) Thursday, June 13, 2019 _____, at (time) 1:00 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2nd floor, Council Chambers, Lake City, Florida, at which time evidence and testimony will be presented to said Board concerning the violation. You have the right to examine all evidence and to cross-examine all witnesses, and to present evidence and testimony on your behalf concerning said violation.

Your failure to appear at the hearing may result in a civil fine being imposed on you for said violation(s) up to \$250.00 per day/per violation each day the violation continues.

****It is the RESPONSIBILITY of the RESPONDENT to schedule a Compliance Inspection****

This case will not go before the Board if the violation(s) are brought into compliance in accordance with the Notice of Violation.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name BARROUKH YVES R Relationship owner

On date 3/19/19 time being _____ Personal Service

Posted on property and at City Hall x Certified Mail, Return Receipt requested

First class mailing

Refused to sign, drop service

Jones, Beverly A
Print Name of Code Inspector

Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Hearing

Signature of Respondent/Recipient Date

NOTE: Minutes of the Code Enforcement Board Hearings are not transcribed verbatim. If you require a verbatim transcript, you must make arrangements for a court reporter or some other method of recording/transcribing.

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Jones, Beverly A
Print Name of Code Inspector

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**CODE ENFORCEMENT- SPECIAL MAGISTRATE
Violation**
City of Lake City
205 N Marion Ave.
Lake City, Florida 32055
386-719-5746

NOTICE OF

Case # 2018-00000205

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REINSPECTION	Beverly A Jones	03/19/2019	11:06AM	Results structure has not been repaired/overgrown, further deterioration of parcel.
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Violation Code	Violation Description	Corrective Action
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Sec 22-191	SECTION 22-191 PUBLIC NUISANCE	

Violation Code	Municipal Code
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sec 110.1	The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated, or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish
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I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name YVES BARROUKH Relationship OWNER

On date 3/19/19 time being Personal Service

Posted on property and at City Hall Certified Mail, Return Receipt requested
class mailing Refused to sign, drop service

First

Jones, Beverly A
Print Name of Code Inspector

Signature of Code Inspector

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Date

CODE ENFORCEMENT- SPECIAL MAGISTRATE

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Refused to sign, drop service

Jones, Beverly A
Print Name of Code Inspector


Signature of Code Inspector

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Signature of Respondent/Recipient Date

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OR SPECIAL MAGISTRATE**

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Lake City, Florida 32055

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AFFIDAVIT OF NOTICE BY POSTING PROPERTY

STATE OF FLORIDA

COUNTY OF COLUMBIA

BEFORE ME, this day, the 3 day of May, 2019, personally appeared,
BEVERLY JONES, who, after being first duly sworn on oath, deposes and says:

1. I am a Code Enforcement Inspector for the City of Lake City, Florida.
2. On the 3 day of May 2019, I personally observed violations of City ordinances on real property located at: 614 N. Marion Ave Parcel 11267-000 (hereafter called "the property"). The violations I observed are documented in the Notice of Violation, a true and correct copy of which is attached.

3. On the 3 day of May, 2019, at 10:15^{AM} time, I personally POSTED
UPON THE SAID PROPERTY, a copy of Notice of VIOLATION AND HEARING(a true and
correct copy of which is attached) to the following PROPERTY,
614 N Marion Ave Parcel 11267-000, A COPY WAS ALSO POSTED AT CITY
HALL, 205 N MARION AVE, LAKE CITY, FL. 32055

Beverly Jones
Beverly Jones
Code Enforcement Inspector

SWORN TO AND SUBSCRIBED before me this 3 day of May,
2019, by Beverly Jones, who is personally known to me.

[SEAL]

Ann M Raulerson

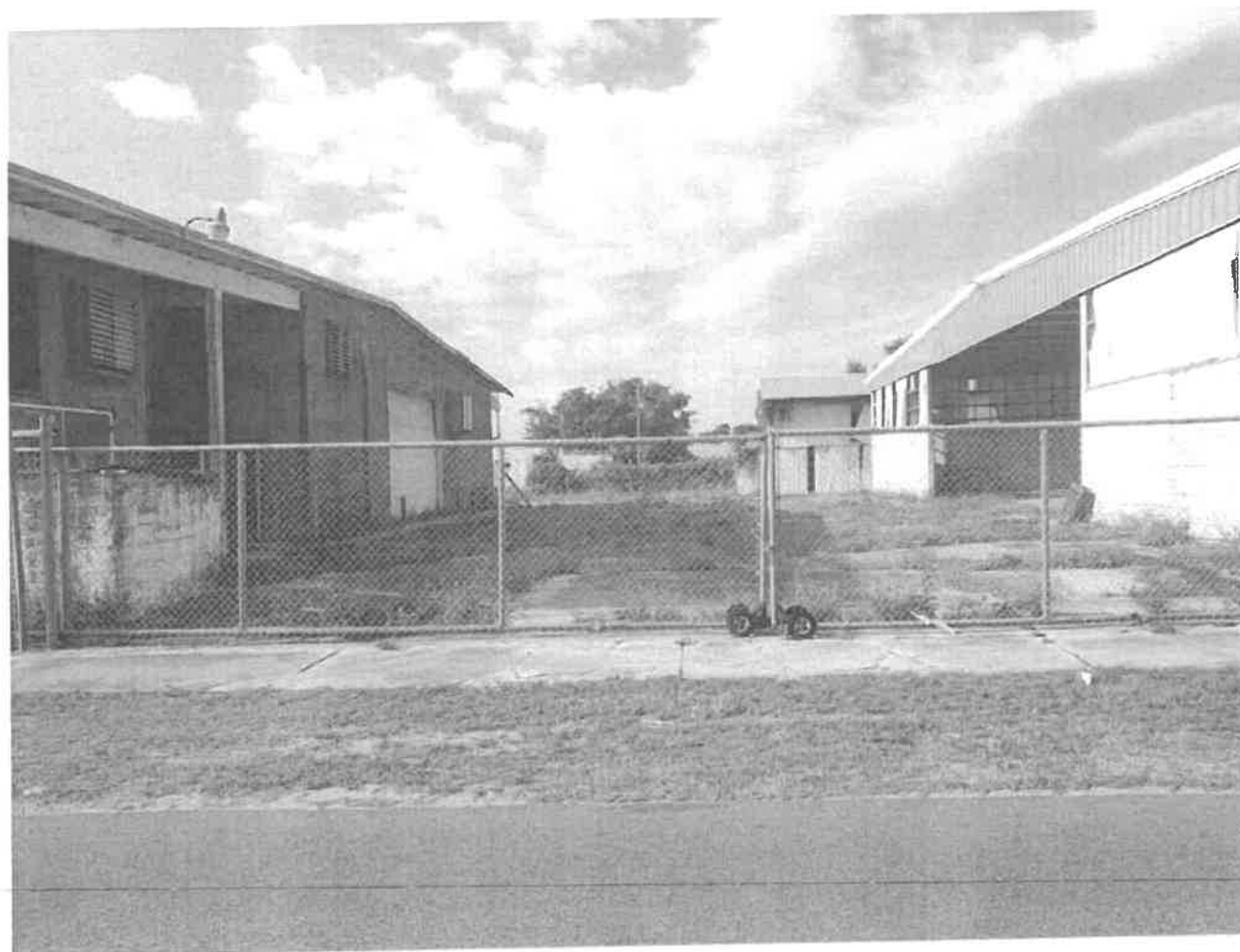
Signature of Notary

Ann M Raulerson

Print or Type Name

My Commission

expires: September 23, 2020



City of Lake City
Code Enforcement
205 N. Marion Ave.
Lake City, Florida 32055

9



CERTIFIED MAIL
FIRST CLASS MAIL PERMIT NO. 100 LAKE CITY, FL 32055

7018 1130 0000 4860 5996

4005 R Barrow Rd
Saginaw Mich

NIXIE

331 DE 1

0004/24/19

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 32055391605

*1536-00379-22-36

331403-2005-018

UNC

UNITED STATES POSTAGE
FIRST CLASS
\$006.80
MAR 19 2019
02 1P
000091 8144
MAILED FROM ZIP CODE 32055



Inst: 201712017216 Date: 09/21/2017 Time: 9:31AM
Page 1 of 5 B: 1344 P: 1411, P. DeWitt Cason, Clerk of Court
Columbia, County, By: BD
Deputy Clerk

STATE OF FLORIDA

COUNTY OF COLUMBIA

MAJOR COUNCIL MEMBER
STEPHEN M. WITT
COUNCIL MEMBER
JAKE HILL, JR.
EUGENE JEFFERSON
MELINDA MOSES
GEORGE WARD
CITY MANAGER
WENDELL JOHNSON
CITY CLERK
AUDREY E. SIKES
CITY ATTORNEY
FRED KOBERLEIN, JR.

I, Audrey E. Sikes, Clerk of the City of Lake City, DO HEREBY
CERTIFY the attached to be a true and correct copy of City of Lake City
Code Enforcement Special Magistrate Order - Case Number 2015-00000111
(4 pages), as promulgated and on file in the City Clerk's office and the
official records of the City of Lake City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the Corporate Seal of this City this 18th day of September 2017.

SEAL OF THE CITY OF LAKE CITY, FLORIDA.

Audrey E. Sikes
AUDREY E. SIKES, MMC
City Clerk

BEGAN - 1/1/18 #50 Day
END - 4/5/23
1,920 Days \$9,600
1922 9,600

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

CASE NO. 2015-00000111

PETITIONER,

v.

YVES R. BARROUKH,

RESPONDENT.

ORDER

THIS CAUSE came before the Special Magistrate on August 10, 2017, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner and Respondent, makes the following findings of fact and conclusions of law and thereupon orders, as follows:

Findings of Fact

1. Respondent, Yves R. Barroukh ("Respondent"), is the owner of a 2.3-acre light manufacturing real property located at 614 N. Marion Avenue in Lake City, Florida ("Property"). The Property is currently vacant.
2. City of Lake City Code Inspector Beverly Wisman inspected Respondent's industrial property on June 26, 2017 and observed a large deteriorating warehouse-type structure with a leaking roof and exterior wood rot, grass and weeds exceeding the allowable limit of 12 inches, and scattered trash and debris on the Property.
3. On June 26, 2017, Petitioner sent a Notice of Violation (NOV) via USPS certified mail to Respondent at 5696 Alton Road, Miami Beach, Florida 33140-2019, describing the alleged violations on the Property and requesting that the violations be corrected on or

before August 5, 2017. A Notice of Hearing was also included with the time and place of the August 10, 2017 hearing. On July 23, 2017, USPS returned the certified mail to Petitioner indicating that it was "UNCLAIMED."

4. Nevertheless, one of Respondent's employees, Sean McCoy, participated in the August 10, 2017 hearing on behalf of Respondent. Mr. McCoy testified that Respondent purchased the property in November 2016 without actual knowledge of the alleged violations. He also testified that thereafter Respondent entered into a lease that required the Tenant to repair the building and maintain the property. However, the Tenant failed to do so and the lease was terminated early.
5. City of Lake City Code Inspector Beverly Jones re-inspected the Property on August 3, 2017 and the conditions were unchanged.

Conclusions of Law

1. The authority of the undersigned special magistrate to hear and determine the violations alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.
2. The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
3. Respondent was properly notified of the alleged violations on the Property and provided with a reasonable period of time within which to correct the violations.
4. Respondent failed to timely correct the alleged violations on the Property.
5. Petitioner requested a hearing and provided proper notice to Respondent of its date, time and location. One of Respondent's employees appeared and testified.

Order

1. Within fourteen (14) days of the date of this Order, Respondent shall take all actions necessary to remove all trash and debris from the Property and mow the entire Property.
2. In the event the subject Property is not brought into compliance with Petitioner's Code of Ordinances regarding removal of the trash and debris and the mowing on or before the 14th day, a daily fine of fifty dollars (\$50.00) will begin to accrue on the 15th day, in accordance with Section 162.09, Florida Statutes, and may become a lien on the Property upon which Petitioner may foreclose.
3. Within thirty (30) days of the date of this Order, Respondent shall take all actions necessary to submit a proposed scope of work to Petitioner for all of the needed repairs to the structure on the Property.
4. In the event the subject Property is not brought into compliance with Petitioner's Code of Ordinances regarding submittal of the proposed scope of work on or before the 30th day, an additional daily fine of fifty dollars (\$50.00) will begin to accrue on the 31st day, in accordance with Section 162.09, Florida Statutes, and may become a lien on the Property upon which Petitioner may foreclose.
5. No later than December 31, 2017, Respondent shall complete the repairs to the structure on the subject Property, as stated and described herein and approved by Petitioner, in accordance with Petitioner's Code of Ordinances and other applicable laws and regulations.
6. In the event the subject Property is not brought into compliance with Petitioner's Code of Ordinances regarding repairs to the structure on or before December 31,

2017, an additional daily fine of fifty dollars (\$50.00) will begin to accrue on January 1, 2018, in accordance with Section 162.09, Florida Statutes, and may become a lien on the Property upon which Petitioner may foreclose.

DONE AND ORDERED in this 21st day of August 2017.


JENNIFER B. SPRINGFIELD
SPECIAL MAGISTRATE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Respondent Yves R. Barroukh at 5696 Alton Road, Miami Beach, Florida 33140-2019 via USPS regular mail, and to Beverly Jones, City of Lake City, Florida via electronic mail to jonesb@lcfla.com this 21st day of August 2017.


Jennifer B. Springfield

Copies to:
JohnsonW@lcfla.com
hofertr@lcfla.com
Justin@mowitzlaw.com

Columbia County Property Appraiser

Jeff Hampton

2018 Tax Roll Year

updated: 5/9/2019

Parcel: << 00-00-00-11267-000 >>

Aerial Viewer Pictometry Google Maps

2019 2016 2013 2010 2007 2005 Sales

Owner & Property Info

Result: 1 of 1

Owner	BARROUKH YVES R 5696 ALTON RD MIAMI BEACH, FL 331402019		
Site	614 MARION AVE, LAKE CITY		
Description*	NW DIV: BEG INTERS W LINE OF BLOCK 24 & S LINE WILSON ST, RUN E 317.10 FT, N 8.50 FT, E 191.70 FT, SE 10.96 FT, S ALONG MARION STREET 174.69 FT, W 596.65 FT N 165.15 FT, E 74.15 FT TO POB, EX ADDN'L RW TO DOT DESC ORB 1152-1168. (BEING PART OF BLOCKS 23 & ...more>>>		
Area	2.321 AC	S/T/R	29-3S-17
Use Code**	LIGHT MANU (004100)	Tax District	103

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2018 Certified Values		2019 Working Values	
Mkt Land (1)	\$96,070	Mkt Land (1)	\$96,070
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (4)	\$62,219	Building (4)	\$62,219
XFOB (3)	\$4,350	XFOB (3)	\$4,350
Just	\$162,639	Just	\$162,639
Class	\$0	Class	\$0
Appraised	\$162,639	Appraised	\$162,639
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$162,639	Assessed	\$162,639
Exempt	\$0	Exempt	\$0
Total	county:\$162,639	Total	county:\$162,639
Taxable	city:\$162,639	Taxable	city:\$162,639
	other:\$162,639		other:\$162,639
	school:\$162,639		school:\$162,639



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
11/5/2016	\$150,000	1325/2362	WD	I	Q	01
1/29/2016	\$75,000	1309/1140	PR	I	U	19
5/9/2008	\$0	1152/1168	WD	I	U	03
4/7/2003	\$250,000	980/1341	WD	I	U	06
12/18/1997	\$604,000	850/1614	WD	I	Q	

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	1	WAREH STOR (008400)	1967	8530	29290	\$25,709
Sketch	2	LUMB YD BD (008602)	1986	9000	9000	\$19,810
Sketch	6	LUMB YD BD (008602)	1967	5451	5451	\$10,483
Sketch	7	LUMB YD BD (008602)	1967	3168	3168	\$6,217

*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

▼ Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0166	CONC,PAVMT	0	\$1,875.00	1.000	0 x 0 x 0	AP (075.00)
0260	PAVEMENT-A	0	\$1,875.00	1.000	0 x 0 x 0	AP (075.00)
0140	CLFENCE 6	0	\$600.00	1.000	0 x 0 x 0	AP (075.00)

▼ Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
004100	LIGHT MFG (MKT)	101,127.000 SF - (2.321 AC)	1.00/1.00 1.00/1.00	\$1	\$96,070

Search Result: 1 of 1

© Columbia County Property Appraiser | Jeff Hampton | Lake City, Florida | 386-758-1083

by: GrizzlyLogic.com

Columbia County Tax Collector

generated on 5/23/2019 10:21:36 AM EDT

Tax Record

Last Update: 5/23/2019 10:21:18 AM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
R11267-000	REAL ESTATE	2018
Mailing Address	Property Address	
BARROUKH YVES R	614 MARION N LAKE CITY	
5696 ALTON RD		
MIAMI BEACH FL 33140-2019	GEO Number	
	000000-11267-000	

Exempt Amount	Taxable Value
See Below	See Below
Exemption Detail	Millage Code
NO EXEMPTIONS	103
Legal Description (click for full description)	
00-00-00 4100/41002.32 Acres NW DIV: BEG INTERS W LINE OF BLOCK 24 & S LINE WILSON ST, RUN E 317.10 FT, N 8.50 FT, E 191.70 FT, SE 10.96 FT, S ALONG MARION STREET 174.69 FT, W 596.65 FT N 165.15 FT, E 74.15 FT TO POB, EX ADDN'L R/W TO DOT DESC ORB 1152-1168. See Tax Roll For Extra Legal	
Escrow Code	

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
CITY OF LAKE CITY	4.9000	162,639	0	\$162,639	\$796.93
BOARD OF COUNTY COMMISSIONERS	8.0150	162,639	0	\$162,639	\$1,303.55
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	162,639	0	\$162,639	\$121.65
LOCAL	4.2010	162,639	0	\$162,639	\$683.25
CAPITAL OUTLAY	1.5000	162,639	0	\$162,639	\$243.96
SUWANNEE RIVER WATER MGT DIST	0.3948	162,639	0	\$162,639	\$64.21
LAKE SHORE HOSPITAL AUTHORITY	0.9620	162,639	0	\$162,639	\$156.46
Total Millage	20.7208	Total Taxes		\$3,370.01	

Non-Ad Valorem Assessments		
Code	Levying Authority	Amount
XLCF	CITY FIRE ASSESSMENT	\$1,297.55

Total Assessments	\$1,297.55
Taxes & Assessments	\$4,667.56
If Paid By	Amount Due
5/24/2019	\$4,836.34

5/23/2019

Columbia County Tax Collector

Prior Years Payment History

Prior Year Taxes Due

Year	Folio	Status	Cert.	Cert. Yr.	Amount
<u>2017</u>	2322		2745	2018	\$5,302.98

Prior Years Total	\$5,302.98
-------------------	------------

If Paid By
5/31/2019

Prior Years Due
\$5,302.98

[Click Here To Pay Now](#)

CITY OF LAKE CITY

Case Data-code enforcement

Case # 18 205

Initial Inspection: 5/22/18

Warning Notice mailed: 5/22/18

Re-Inspection: 3/19/19

Notice of Violation: 3/19/19

Notice of Hearing: 3/19/19

Green card returned: yes

Unclaimed mail: yes

Posted Property and City Hall: yes

Cost of Mail: 6.80

Notes:







**ISING
CITY**

**With the Federal Fair
Law**

with Act of 1968

**e Against Any Person
Religion, Sex,
s, or National Origin**

- ☐ In the provision of real estate brokerage services
- ☐ In the appraisal of housing
- ☐ Blockbusting is also illegal

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

**CODE ENFORCEMENT BOARD
OR SPECIAL MAGISTRATE**
City of Lake City
200 N. Market Ave.
Lake City, Florida 32901

NOTICE OF HEARING

Case # 2018-00000000

Responsible Party Name

NOTICE OF HEARING You are hereby notified and summoned to appear before the Special Magistrate of Lake City, Florida on or before Thursday, June 1, 2018, at 10:00 AM. The hearing will take place at 100 N. Market Ave., 2nd Floor, Room 200, Lake City, Florida 32901. At which time evidence and testimony will be presented and heard concerning this violation. You have the right to explain all evidence and to cross-examine all witnesses, and to present evidence and testimony on your behalf concerning this violation.

If you fail to appear at the hearing, the Board or the Magistrate may proceed on the basis of the evidence presented by the complainant.

This case will be decided by the Board or the Magistrate on the basis of the evidence presented by the complainant.

CODE ENFORCEMENT SPECIAL MAGISTRATE
City of Lake City
200 N. Market Ave.
Lake City, Florida 32901
(888) 773-6740

NOTICE OF HEARING

Case # 2018-00000000

At the hearing of Lake City, Florida, the following complaint was filed by the complainant against the respondent, who is hereby summoned to appear at the hearing on or before Thursday, June 1, 2018, at 10:00 AM. The hearing will take place at 100 N. Market Ave., 2nd Floor, Room 200, Lake City, Florida 32901. At which time evidence and testimony will be presented and heard concerning this violation. You have the right to explain all evidence and to cross-examine all witnesses, and to present evidence and testimony on your behalf concerning this violation.

PROPERTY	Case #	Complainant	Respondent	Allegation	Resolution
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
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NOTICE OF HEARING

Case # 2018-00000000

Responsible Party Name

CODE ENFORCEMENT SPECIAL MAGISTRATE
City of Lake City
200 N. Market Ave.
Lake City, Florida 32901

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CODE ENFORCEMENT SPECIAL MAGISTRATE
City of Lake City
200 N. Market Ave.
Lake City, Florida 32901
(888) 773-6740

At the hearing of Lake City, Florida, the following complaint was filed by the complainant against the respondent, who is hereby summoned to appear at the hearing on or before Thursday, June 1, 2018, at 10:00 AM. The hearing will take place at 100 N. Market Ave., 2nd Floor, Room 200, Lake City, Florida 32901. At which time evidence and testimony will be presented and heard concerning this violation. You have the right to explain all evidence and to cross-examine all witnesses, and to present evidence and testimony on your behalf concerning this violation.

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100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached
100 N. Market Ave.	2018-00000000	John Doe	Jane Smith	Discrimination on basis of race	Settlement reached

Columbia County Property Appraiser

Jeff Hampton

2023 Working Values

updated: 4/6/2023

Parcel: << 00-00-00-11267-000 (39700) >>

Owner & Property Info

Result: 8 of 165

Owner	614 BUILDING LLC		
Site	204 NW WILSON ST, LAKE CITY 614 N MARION AVE		
Description	NW DIV: BEG INTERS W LINE OF BLOCK 24 & S LINE WILSON ST, RUN E 317.10 FT, N 8.50 FT, E 191.70 FT, SE 10.96 FT, S ALONG MARION STREET 174.69 FT, W 596.65 FT N 165.15 FT, E 74.15 FT TO POB, EX ADDN'L RAW TO DOT DESC ORB 1152-1168. (BEING PART OF BLOCKS 23 & ...more>>>)		
Area	2.321 AC	S/T/R	29-3S-17
Use Code	LIGHT MANUFACTURE (4100)	Tax District	1

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by this Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2022 Certified Values		2023 Working Values	
Mkt Land	\$80,902	Mkt Land	\$80,902
Ag Land	\$0	Ag Land	\$0
Building	\$53,980	Building	\$53,980
XFOB	\$4,350	XFOB	\$4,350
Just	\$139,232	Just	\$139,232
Class	\$0	Class	\$0
Appraised	\$139,232	Appraised	\$139,232
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$139,232	Assessed	\$139,232
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$139,232 city:\$139,232 other:\$0 school:\$139,232	Total Taxable	county:\$139,232 city:\$139,232 other:\$0 school:\$139,232

Aerial Viewer Pictometry Google Maps

2022 2019 2016 2013 2010 Sales



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
7/22/2020	\$100	1415/2363	QC	I	U	11
11/5/2016	\$150,000	1325/2362	WD	I	Q	01
1/29/2016	\$75,000	1309/1140	PR	I	U	19
5/9/2008	\$0	1152/1168	WD	I	U	03
4/7/2003	\$250,000	0980/1341	WD	I	U	06
12/18/1997	\$604,000	0850/1614	WD	I	Q	

Building Characteristics

Bldg Sketch	Description *	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	C B MISC (8801)	1967	0	29290	\$19,596
Sketch	OPEN/STRG (8601)	1986	9000	9000	\$18,342
Sketch	OPEN/STRG (8601)	1967	5451	5451	\$10,073
Sketch	OPEN/STRG (8601)	1967	3168	3168	\$5,969

*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims
0166	CONC,PAVMT	0	\$1,875.00	1.00	0 x 0
0260	PAVEMENT-ASPHALT	0	\$1,875.00	1.00	0 x 0
0140	CLFENCE 6	0	\$600.00	1.00	0 x 0

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
4100	LIGHT MFG (MKT)	101,127.000 SF (2.321 AC)	1.0000/1.0000 1.0000/8.000000 /	\$1 /SF	\$80,902

Search Result: 8 of 165

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by: GrizzlyLogic.com

Sova, Marshall

From: Randy Carter <rphillipcarter@gmail.com>
Sent: Thursday, April 6, 2023 2:11 PM
To: Sova, Marshall
Subject: Re:
Attachments: GULF ATLANTIC PROPERTY CONTRACT 614 MARION ST.pdf

Hi Marshall,

I have attached a complete copy of the Sales Contract for your files. Our intent is to close the property as soon as reasonable, begin a renovation program to include managing the greenery and landscaping, pressure washing and painting, removing and replacing the panels in the real steel building, repair the roof in the front building, renovate bathrooms, restore boundary fencing uniformly around the site. The timeline for completion will be decided as we determine the status of facilities including the extent of repairs required to get them to a safe and habitable point. Referencing the rear railroad side building, we also intend to establish an office area upstairs with windows on the two sides facing the two gates (Wilson Street and Marion Street), on the end of the Railroad side building such that entering and exiting truck traffic is easily monitored by staff in the upstairs office area. Does the Railroad Company own up to the fence or is there a right-of-way along the fencing between the Rail property and the 614 Marion property? Thank you for the assistance and information as we work through this process.

Sincerely,

Randy Carter
Gulf Atlantic Pump and Dredge, LLC
118 NW Long Street
Lake City, FL 32055

Commercial Contract



1 **1. PARTIES AND PROPERTY:** GULF ATLANTIC PUMP AND DREDGE LLC ("Buyer")
2 agrees to buy and YVES RAOUL BARROUKH ("Seller")
3 agrees to sell the property at:

4 Street Address: 614 N MARION AVE LAKE CITY, FL. 32056

6 Legal Description: NW DIV: BEG INTERS W LINE OF BLOCK 24 & S LINE WILSON ST, RUN E 317.10 FT, N 8.50
7 FT, E 191.70 FT, SE 10.96 FT, S ALONG MARION STREET 174.69 FT, W 596.65 FT N 165.15 FT, E 74.15 FT TO

8 ROBERTSON LANE TO PROPERTY:

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 225,000.00

12 (a) Deposit held in escrow by: HERITAGE TITLE \$ 4,000.00
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 201 PARSHLEY ST SW LIVE OAK Phone: 386-330-0371

15 (b) Additional deposit to be made to Escrow Agent

16 ☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or
17 ☐ within ___ days after Effective Date \$ _____

18 (c) Additional deposit to be made to Escrow Agent

19 ☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or
20 ☐ within ___ days after Effective Date \$ 0.00

21 (d) Total financing (see Paragraph 5) \$ 0.00

22 (e) Other \$ 0.00

23 (f) All deposits will be credited to the purchase price at closing.

24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer. \$ 221,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before March 3, 2023, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33 _____. Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

38 (a) Closing Date: This transaction will be closed on ON OR BEFORE March 30, 2023 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (S) (____) and Seller (B) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in COLUMBIA County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____;

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as _____;

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☒ Seller's ☐ Buyer's expense and within _____ days after Effective Date or at least _____ days before Closing Date deliver to Buyer (check one) ☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

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Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☐ Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ (a) **As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) **Due Diligence Period:** Buyer will, at Buyer's expense and within 10 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☐ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

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251 **17. DISCLOSURES:**

252 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
263 and radon testing may be obtained from your county public health unit.

264 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
273 the Buyer.

274 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not
281 assignable ☒ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 **(a) Seller's Broker:** MAGNOLIA REAL ESTATE GROUP OF N. FL.

295 636 E. DUVAL ST. LAKE CITY, FL 32055 386-628-1552
(Company Name) (Licensee)

296 who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
297 ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____
298 _____
299 _____

300 **(b) Buyer's Broker:** MAGNOLIA REAL ESTATE GROUP OF N. FL

301 636 E. DUVAL STR. LAKE CITY, FL 3205 386-628-1552
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

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who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- | | | |
|---|---|---|
| <input type="checkbox"/> (A) Arbitration | <input type="checkbox"/> (E) Seller Warranty | <input type="checkbox"/> (I) Existing Mortgage |
| <input type="checkbox"/> (B) Section 1031 Exchange | <input type="checkbox"/> (F) Coastal Construction Control L | <input type="checkbox"/> (J) Buyer's Attorney Approval |
| <input type="checkbox"/> (C) Property Inspection and Repair | <input type="checkbox"/> (G) Flood Area Hazard Zone | <input type="checkbox"/> (K) Seller's Attorney Approval |
| <input type="checkbox"/> (D) Seller Representations | <input type="checkbox"/> (H) Seller Financing | <input type="checkbox"/> Other _____ |

23. ADDITIONAL TERMS:

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER

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ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

Randy Carter Date: 3/3/2023
(Signature of Buyer)

Randy Carter / Gulf Atlantic Ring and Dodge LLC Tax ID No.: 58-2542807
(Typed or Printed Name of Buyer)

Title: Manager LLC Telephone: 386 362 5000

Date: _____
(Signature of Buyer)

Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

YVES-DAVID BARROUKH Date: 03/03/2023 03:49 PM
(Signature of Seller)

YVES R BARROUKH Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Date: _____
(Signature of Seller)

Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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