

Backup materials submitted on behalf of John Monkus

- 1. Brief summary**
- 2. Lien rescission request with backup**
- 3. Support documentation for rescission request:**
 - a. Recorded Order Imposing Fine and Costs**
 - b. Vacant Land Contract for the sale of the vacant lot**
 - c. Title Insurance Commitment requiring release of lien to clear title**

BRIEF RE JOHN MONKUS AND 532 NW 29th AVENUE

This brief concerns John Monkus and two lots on NW 29th Avenue off of 6th Street in Gainesville. One of the lots has a home on it and the other is vacant. As early as 2012, the home and both lots had conditions that resulted in code violations. Over the years, the fines reached the hundreds of thousands.

Up until last year, both properties were owned by Mr. Monkus. However, Mr. Monkus lost the property with the home on it to not paying his property taxes. He is now seeking to sell the vacant property and asks that the City release its lien so that he may sell it. Mr. Monkus presents the following points in support of his request:

First, Mr. Monkus has cured most, if not all, of the conditions causing the violations. He has submitted photographs taken on May 12, 2021 to the City as evidence. The properties are now clean and presentable.

Second, Mr. Monkus believes the properties will continue to be improved by the future owners. He is selling the vacant lot to the neighbor who owns and lives on the lot across the street. Although he is not certain of the neighbor's plan for the vacant lot, the good condition of the neighbor's own home indicates a pride of ownership that suggests the vacant lot will be cared for as well. Also, although Mr. Monkus is not certain of the new owner's plans regarding the property with the home, he believes the new owner intends to tear it down and rebuild.

Mr. Monkus thanks the City for considering his request.

Maury W. Ivey
Attorney for respondent



Neighborhood Improvement
 Code Enforcement Division
 PO Box 490, Station 10A
 Gainesville, FL 32627
 352-334-5030
 352-334-2239
 www.cityofgainesville.org

Date Monday, April 19, 2021

PAID

SPECIAL MAGISTRATE HEARING

ADMINISTRATIVE ABATEMENT COST

Account Code Cost (admin): 001-660-6613-5607 \$ 86.80

Account Code Fines: 001-660-6613-5601

Account Code Cost (admin): 001-660-6613-5607 \$

Account Code Fines: 001-660-6613-5601

Abatement cost Account number
 001-660-6613-7201

FILE COPY

Name: John Monkus \$ 86.80
 532 NW 29 Ave

CHECK#

Location: 532 NW 29th A 08449-001-000 86.80
 SM/CEB Case No: 2021-012
 CE Case: 11-01399

Location:
 SM/CEB Case No:
 CE Case:

Location:
 SM/CEB Case No:
 CE Case:

PAID

TOTAL AMOUNT DUE 86.80

REQUEST FOR REDUCTION/RESCISSION OF FINE & COSTSDate: 4/7/21Case Number: CEB 2012-012Property Address: 532 NW 29th Avenue, Gainesville, Florida

1. I, Maury W. Ivey (property owner/interested party) hereby request to be placed on the 4/8/21 Agenda for a request for reduction or rescission of the fine and costs against property that I own or have interest in.
2. I hereby release the City of Gainesville and the Code Enforcement Special Magistrate from any liability regarding this matter.
3. I understand that the property is in compliance as of 4/8/21.
4. The reason that the property was not in compliance was _____

Please see Exhibit A

(use back if necessary)

Maury W. Ivey, attorney for John Montkus

Signature

2234 NW 40th Terrace, Suite B

Address

Gainesville, FL 32605

City, State Zip

352-416-3482

Phone Number

EXHIBIT A

John Monkus is requesting a release of lien on a vacant parcel of land he owns and has under contract to sell. The lien is on this vacant parcel because it cross-attached from a parcel he used to own, but lost in August 2020 due to unpaid taxes, which he was unable to pay due to financial hardship. He is now attempting to sell the vacant lot to obtain funds to move in to a new home.

The lot with the home on it that he used to own has address 532 NW 29th Avenue and tax parcel # 08449-001-000. The vacant lot he is attempting to sell is the adjacent lot and has address NW 29th Avenue and tax parcel # 08449-000-000.

Attached to this Request are the following exhibits:

1. Exhibit B: Recorded Order Imposing Fine and Costs
2. Exhibit C: Vacant Land Contract for the sale of the vacant lot
3. Exhibit D: Title Insurance Commitment requiring release of lien to clear title
(Schedule B-I Requirement # 5)

The lot and home giving rise to the violations is now owned by John Wright. It is Mr. Monkus's understanding that Mr. Wright will eventually be tearing down the structure giving rise to the liens. There is currently nothing in violation on the vacant lot that Mr. Monkus is now attempting to sell. Mr. Monkus respectfully requests that the Magistrate release the lien from the vacant lot so that Mr. Monkus may sell the lot.

GAINESVILLE CODE ENFORCEMENT BOARD

CITY OF GAINESVILLE,
Petitioner,

vs.

CASE NO.: CEB 2012-012

APD NO.: 11-01399

FRANK AND ELLEN MONKUS
AND JOHN MONKUS,
Respondents.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2705415 1 PG(S)
April 02, 2012 04:48:14 PM
Book 4096 Page 706
J. K. IRBY, Clerk of Circuit Court
ALACHUA COUNTY, Florida

ORDER IMPOSING FINE AND COSTS

THIS CAUSE, having come for Public Hearing before the Code Enforcement Board on February 9, 2012, after due notice to Respondents FRANK AND ELLEN MONKUS and JOHN MONKUS, the Board issues its Order Imposing Fine and Costs as follows:

It is ORDERED that:

1. Respondents, FRANK AND ELLEN MONKUS and JOHN MONKUS, are found guilty of violating Sections 13-171(b), 13-171(e)(3), 13-76(c)(1) of the Gainesville Code of Ordinances existing at 532 NW 29th Avenue, Gainesville, Florida, also known as Tax Parcel 08449-001-000.
2. Respondents shall have 10 days from the date of the issuance of this Order to correct said violations and to come into compliance with the Code of Ordinances.
3. Should Respondents fail to comply with the Order by said date, then in that event, Respondents shall pay a fine of \$100.00 per day for each and every day said violations continues to exist at the above address past the time set by the Board.
4. Costs for prosecuting this case shall be assessed in the amount of \$86.80 payable by the Respondents to the Petitioner.

If not complied with, this Order shall constitute a lien against Tax Parcel 08449-001-000, also known as 532 NW 29th Avenue, and any and all real or personal property owned by FRANK AND ELLEN MONKUS AND JOHN MONKUS, pursuant to Sec. 162.09, F.S., and may be recorded in Public Records of Alachua County.

DONE AND ORDERED this 16 day of February, 2012, at Gainesville, Florida.

ATTEST:

GAINESVILLE CODE ENFORCEMENT BOARD


Clerk, Code Enforcement Board

By: 
Carrie Parker-Warren, Chair

GAINESVILLE CODE ENFORCEMENT BOARD
CERTIFIED COPY
BY 
Clerk Of The Code Enforcement Board
DATE: 4/2/12

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the above Order has been sent to Frank and Ellen Monkus and John Monkus, 532 NW 29th Ave., Gainesville, Florida 32609 by U.S. Mail, this 16 day of February, 2012.

OFFICE OF THE CITY ATTORNEY
200 E. UNIVERSITY AVE.
SUITE 425
GAINESVILLE, FL 32601

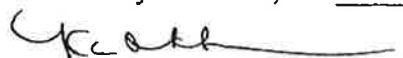

Clerk, Code Enforcement Board



EXHIBIT C



Vacant Land Contract

1. **Sale and Purchase:** John L Markus ("Seller")
 and Maria M Menivar & Sulejvi E Villanueva ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:

Address: NW 29th Ave, Gainesville, FL 32609 LOT 10

Legal Description: Gainesville H&TS PB A-160 LOT 10 B&C OR
1064/496 OR 1/28/444 & OR 4/376/2436

SEC 29/TWP 109/RNG 20 of Alachua County, Florida. Real Property ID No.: 08449-000-000
 including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency).....\$ 19,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: TO BE DETERMINED

Escrow Agent's Contact Person: _____

Escrow Agent's Address: _____

Escrow Agent's Phone: _____

Escrow Agent's Email: _____

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
 after Effective Date

\$ 1,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period..... \$ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)..... \$ _____

(d) Other: \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds..... \$ 18,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____

prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 calculation: S.V. 2/11/2021 / JLM mm

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before 2/5/2021, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has
 signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on 2/26/2021 ("Closing Date"), unless specifically
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but
 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (MM) (SV) and Seller (JLM) (JLM) acknowledge receipt of a copy of this page, which is 1 of 8 pages.
 VAC-13 Rev 2/20

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

- (a) ☒ Buyer will pay cash for the Property with no financing contingency.
- (b) ☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be returned.
- (1) ☐ **New Financing:** Buyer will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.
- (2) ☐ **Seller Financing:** Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

- (3) ☐ **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

- 7. Assignability:** (Check one) Buyer ☐ may assign and thereby be released from any further liability under this contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

- 8. Title:** Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, 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.

- (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at (Check one) ☒ Seller's ☐ Buyer's expense and (Check one) ☐ within _____ days after Effective Date ☒ at least 10 days before Closing Date, (Check one)

- (1) ☒ 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 the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.
- (2) ☐ 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 **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 (1) above will be the title evidence.
- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after 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:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).
- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.
9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.
- (a) **Inspections: (Check (1) or (2))**
- (1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, 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, expenses, and liability incurred in application for rezoning or related proceedings, 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 construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.
- Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** 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 as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- 165 • (2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
 166 being satisfied that either public sewerage and water are available to the Property or the Property will be
 167 approved for the installation of a well and/or private sewerage disposal system and that existing zoning
 168 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 169 growth management, and environmental conditions, are acceptable to Buyer. This contract is not
 170 contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
- 185 • ☐ Buyer waives the right to receive a CCCL affidavit or survey.
- 186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the
 191 costs indicated below.
- 192 (a) **Seller Costs:**
 193 Taxes on deed
 194 • Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 • Estoppel Fee(s)
 197 • Other: _____
- 198 (b) **Buyer Costs:**
 199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207 • Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216 • installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
 221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

16. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

277 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be
278 liable for the full amount of the brokerage fee.

279 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
280 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
282 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
283 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in
284 equity to enforce Seller's rights under this contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this
294 contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside
302 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller
303 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and
304 government agencies for verification of the Property condition and facts that materially affect Property
305 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all
306 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
307 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold
308 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
309 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or
310 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
311 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
312 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,
313 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
314 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each
315 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
316 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
317 This Paragraph will survive closing.

318 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
319 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
320 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
321 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
322 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

323 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
324 **closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage
325 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
326 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
327 used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.
328

329

330

331

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Buyer (MM) (SV) and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

VAC-13 Rev 2/20

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Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

☐ A. Back-up Contract

☐ B. Other

23. Additional Terms:

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: [Signature] Date: 2/3/21

Print name: Maria M Menjivar

Buyer: [Signature] Date: 2/3/21

Print name: Suleyri E Villanueva

Buyer's address for purpose of notice:

Address:

Phone:

Fax:

Email:

Seller: [Signature] Date: FEB 10, 2021

Print name: John L Markus

Seller: _____ Date: _____

Print name: _____

Buyer (MM) (SV) and Seller () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

VAC-13 Rev 2/20

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383 **Seller's address for purpose of notice:**

384* Address: _____

385* Phone: _____ Fax: _____ Email: _____

386* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
 387 **final offer or counter-offer.)**

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Buyer (MM) (SV) and Seller (SV) (SV) acknowledge receipt of a copy of this page, which is 8 of 8 pages.
 VAC-13 Rev 2/20

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Extension Addendum to Sale and Purchase Contract

The following date or time period of the Residential Sale and Purchase Contract or Residential Contract for Sale and Purchase between John L Monkus (Seller) and Maria M Menjivar & Suleyvi E Villanueva (Buyer) dated Feb 11th, 2021 concerning the Property located at Lot 10 NW 29th Ave, Gainesville, FL 32609 are hereby extended: (check whichever apply)

☒ **Closing Date:** The Closing Date expires on Feb 26th, 2021. Buyer and Seller hereby agree to extend the Closing Date for an additional term until March 26th, 2021.

☐ **Financing Period:** The Loan Commitment Period expires on _____, _____. Buyer and Seller hereby agree to extend the Loan Commitment Period for an additional term until _____, _____.

☐ **Inspection Period:** The Inspection Period expires on _____, _____. Buyer and Seller hereby agree to extend the Inspection Period for an additional term until _____, _____.

☐ **Title Cure Period:** The title Cure Period expires on _____, _____. Buyer and Seller hereby agree to extend the title Cure Period for an additional term until _____, _____.

☐ **Short Sale Approval Deadline:** The short sale Approval Deadline expires on _____, _____. Buyer and Seller hereby agree to extend the Approval Deadline for an additional term until _____, _____.

☐ **Feasibility Study Period:** The Feasibility Study Period expires on _____, _____. Buyer and Seller hereby agree to extend the Feasibility Study Period for an additional term until _____, _____.

☐ **Due Diligence Period:** The Due Diligence Period expires on _____, _____. Buyer and Seller hereby agree to extend the Due Diligence Period for an additional term until _____, _____.

This extension shall be on the same terms and conditions as stated in the original contract except:

This extension shall be binding on the parties, heirs, successors and assigns. All other non-conflicting terms of the contract remain in full force and effect.

SELLER

DATE

3-3-2021

BUYER

Feb 26, 2021
DATE

SELLER

DATE

BUYER

Feb 26, 2021
DATE



First American

Schedule A

ALTA Commitment for Title Insurance ^{210218B}

ISSUED BY

First American Title Insurance Company

File No: 2076-5211724

Transaction Identification Data for reference only:

Issuing Agent: Scruggs, Carmichael & Wershow, P.A.

ALTA Universal ID:

Commitment Number:

Property Address: , GAINESVILLE, FL 32609

Issuing Office:

Loan ID Number:

Issuing Office File Number: 2021-00242

Revision Number:

SCHEDULE A

1. Commitment Date: February 18, 2021 @ 8:00 AM
2. Policy to be issued:
 - (a) ☐ 2006 ALTA® Owner's Policy
 Proposed Insured: Maria M. Menjivar and Suleyvi E. Villanueva
 Proposed Policy Amount: \$19,000.00
 - (b) ☐ 2006 ALTA® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: \$
 - (c) ☐ 2006 ALTA® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
John L. Monkus
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Scruggs, Carmichael & Wershow, P.A.

By: 

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American

Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2076-5211724

Issuing Office File Number: 2021-00242

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- a. Warranty Deed from John L. Monkus, as a single person or persons, and joined by spouse (or their respective spouses), if married, to Maria M. Menjivar and Suleyvi E. Villanueva, conveying the property described in Schedule "A". In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

5. Record a Satisfaction or Partial Release of the land described in Schedule A from the cross-attaching Code Enforcement Lien(s) listed below, together with any additional cross-attaching Code Enforcement Lien(s) revealed by title up-date immediately prior issuance of the policy. Code Enforcements Lien(s) to be satisfied or released:

Book 4096, Page 706

86-50

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6. Obtain exemplified copies of probate proceedings from Miami-Dade County Florida in re the **210218B** of Ellen F. St. John Monkus, deceased, to be filed with the Clerk of the Circuit Court of Alachua County, Florida. The Company reserves the right to make such additional requirements as it may then deem necessary.

Note: In a testate estate, the following documents from the court file should be recorded: the Petition to Admit the Will to Probate, the Will, Order Admitting the Will to Probate, Letters of Administration, Proof of Public Notice to Creditors, Federal and State Estate Tax Clearances, Order of Distribution, if any, and Order of Discharge. In an intestate estate, the Petition for Letters of Administration should be recorded along with all of the items mentioned above, with the exception of the Petition to Admit the Will to Record, the Will, and the Order Admitting the Will to Probate.

7. Record, as to Frank Monkus, deceased, who held title to the land described in Schedule A with their surviving spouse Ellen Monkus: (i) a certified Copy of the Death Certificate of the deceased. *Miami: 9/21/87*
8. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
9. Proof of payment of taxes and assessments for the year 2020, and prior years, plus any penalties and interest.
10. Redemption of Tax Sale Certificate No. 2965, sale of 2020, for 2019 unpaid taxes.
11. Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show **PAYABLE**. The gross amount is \$264.78 for Tax Identification No. 08449 000 000.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

*Formal,
Intestate*

*, pet for letters (5)
, letters (1)
, proof of publication (2)
, aff no estate tax (1)*

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First American

Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2076-5211724

Issuing Office File Number: 2021-00242

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Schedule BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2076-5211724

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of GAINESVILLE HEIGHTS, as recorded in Plat Book A, Page(s) 160, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Note: All of the recording information contained herein refers to the Public Records of Alachua County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American
Notices – Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 2076-5211724

Issuing Office File Number: 2021-00242

The land referred to herein below is situated in the County of Alachua, State of Florida, and described as follows:

Lot 10, Block C of GAINESVILLE HEIGHTS, a subdivision as per plat thereof recorded in Plat Book A, Page 160 of the Public Records of Alachua County, Florida.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Neighborhood Improvement
Code Enforcement Division
PO Box 490, Station 10A
Gainesville, FL 32627
352-334-5030
352-334-2239
www.cityofgainesville.org

JAN 11 2021

Date

Thursday, January 07, 2021

SPECIAL MAGISTRATE HEARING**ADMINISTRATIVE ABATEMENT COST**

Account Code Cost (admin): 001-660-6613-5607 \$ -

Account Code Fines: 001-660-6613-5601 \$ 18,806.79

Account Code Cost (admin): 001-660-6613-5607

Account Code Fines: 001-660-6613-5601

Abatement cost **Account number** 001-660-6613-7201

Name: Alachua County Court (Monkus) \$ 18,806.79
532 NW 29th AVE
08449-001-000
CHECK# 50123079

APPLY AS FOLLOWS:

Location: 532 NW 29th AVE 18,806.79
SM/CEB Case No: 2012-012
CE Case: 11-01399

Location:
SM/CEB Case No:
CE Case:

Location:
SM/CEB Case No:
CE Case:

***** DUPLICATE *****

Date: 1/12/2021 8:45 AM MonkDE
WS: Mai TN/RN: 6 01053653
Citation #:
Fines, Forfeitures-Debit \$18,806.79
001 660 6613 5601 AR02
Direct DepTendered\$18,806.79

***** DUPLICATE *****

TOTAL AMOUNT DUE 18,806.79

Kelly Lofland-10A



CLERK OF THE CIRCUIT & COUNTY COURT

Alachua County Courthouse - Family & Civil Justice Center

201 East University Avenue

Gainesville, Florida 32601

Telephone 352.374.3615 • Fax 352.491.4649

J.K. "Jess" Irby, Esq. – Clerk

www.alachuaclerk.org

December 30, 2020

City of Gainesville Code Enforcement

Attn: Kelly Lofland

306 NE 6th Ave. Room 158

Gainesville, FL 32609

Re: Tax Deed Overbid # TD 2020-055
Claim of Surplus Funds/Delinquent Taxes – Monkus John L

Dear Ms. Lofland,

Enclosed please find check # 50123079 in the amount of \$ 18,806.79. This payment is the total amount of surplus funds available from the sale of this property on August 25, 2020, less a \$10 disbursement fee.

Please do not hesitate to contact this office if you have further questions.

Sincerely,

Abby Heit
Tax Deed Coordinator

encl. check

| ACCOUNT | PURCH. ORDER | INVOICE NUMBER | AMOUNT | DESCRIPTION |
|-------------|--------------|----------------|-----------|--------------------|
| 668 2200550 | | SU-14072 | 18,806.79 | 20-055-TD 12/28/20 |

4096/706 .

08449-001-000

11-01399

S32 NW29 and

3051 PM

210218B

AYESHA SOLOMON
ALACHUA COUNTY
PROPERTY APPRAISER
KNOWLEDGEABLE • COMMUNITY FOCUSED • COMMITTED

Parcel Summary

Parcel ID 08449-001-000
Prop ID 76744
Location Address 532 NW 29TH AVE
 GAINESVILLE, FL 32609
Neighborhood/Area GVILLE HTS/BELVEDERE (324429.08)
Subdivision GAINESVILLE, HEIGHTS BLKS A-D
Brief Legal Description* GAINESVILLE HGTS PB A-160 LOT 7 BK C OR 4806/0537
 (Note: *The Description above is not to be used on legal documents.)
Property Use Code SINGLE FAMILY (00100)
Sec/Twp/Rng 29-09-20
Tax District GAINESVILLE (District 3600)
Millage Rate 21.9635
Acreage 0.170
Homestead Y

[View Map](#)

Owner Information

WRIGHT JOHN
 408 NE 18TH ST
 GAINESVILLE, FL 32641

Valuation

| | 2020 Certified Values | 2019 Certified Values | 2018 Certified Values | 2017 Certified Values | 2016 Certified Values |
|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Improvement Value | \$39,925 | \$30,637 | \$28,300 | \$26,300 | \$26,400 |
| Land Value | \$12,800 | \$12,800 | \$12,800 | \$12,800 | \$8,000 |
| Land Agricultural Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Agricultural (Market) Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Just (Market) Value | \$52,725 | \$43,437 | \$41,100 | \$39,100 | \$34,400 |
| Assessed Value | \$15,199 | \$35,196 | \$33,070 | \$31,090 | \$29,280 |
| Exempt Value | \$15,199 | \$14,857 | \$14,580 | \$14,280 | \$13,990 |
| Taxable Value | \$0 | \$20,339 | \$18,490 | \$16,810 | \$15,290 |
| Maximum Save Our Homes Portability | \$37,526 | \$8,241 | \$8,030 | \$8,010 | \$5,120 |

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

TRIM Notice

[2020 TRIM Notice \(PDF\)](#)

Land Information

| Land Use | Land Use Desc | Acres | Square Feet | Eff. Frontage | Depth | Zoning |
|----------|---------------|-------|-------------|---------------|-------|--------|
| 0100 | SFR | 0.00 | 1 | 0 | 0 | RSF3 |

Building Information

| | | | |
|-----------------------|-------------------|-----------------------------|---------------|
| Type | SINGLE FAMILY | Heat | 02-OIL |
| Total Area | 1,442 | HC&V | 02-CONVECTION |
| Heated Area | 895 | HVAC | 01-NONE |
| Exterior Walls | 04-SINGLE SIDING | Bathrooms | 2.0-Baths |
| Interior Walls | 02-WALL BOARD/WD | Bedrooms | 2-2 BEDROOMS |
| Roofing | 03-ASPHALT | Total Rooms | |
| Roof Type | 03-GABLE/HIP | Stories | 1.0 |
| Frame | | Actual Year Built | 1929 |
| Floor Cover | 09-PINE/SOFT WOOD | Effective Year Built | 1950 |

| | | | |
|-----------------------|----------|-----------------------------|------|
| Type | SOH MISC | Heat | |
| Total Area | 1 | HC&V | |
| Heated Area | | HVAC | |
| Exterior Walls | | Bathrooms | |
| Interior Walls | | Bedrooms | |
| Roofing | | Total Rooms | |
| Roof Type | | Stories | 1.0 |
| Frame | | Actual Year Built | 0 |
| Floor Cover | | Effective Year Built | 1929 |

Doc Stamp-Deed: \$165.20



TAX DEED FILE NO. 2020-055
PARCEL I. D. # 08449 001 000

TAX DEED

Tax Sale Certificate number **2017-3236**, was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the cost and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was offered for sale on **August 25, 2020**, as required by law for cash to the highest bidder and was sold to **JOHN WRIGHT**, whose address is **408 NE 18TH STREET GAINESVILLE, FL 32641** being the highest bidder and having paid the sum of the bid as required by the laws of Florida.

NOW, on August 25, 2020, in consideration of the sum of **\$23,550.00**, the Clerk of the Circuit Court, pursuant to chapter 197, Florida Statutes, hereby deeds to the referenced bidder the following lands situated in Alachua County, Florida, described as follows:

GAINESVILLE HGTS PB A-160 LOT 7 BK C OR 1128/446 & OR 4376/2436

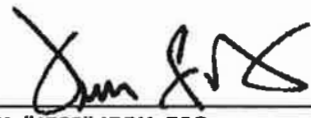


Witness


Witness



J.K. "Jess" Irby, Esq.
Alachua County Clerk of Court

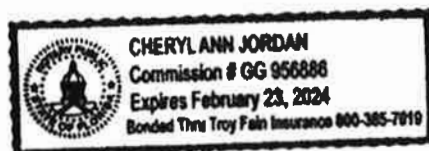


J.K. "JESS" IRBY, ESQ.
Clerk of Court

STATE OF FLORIDA COUNTY OF ALACHUA

On August 25, 2020, before me personally appeared J.K. "JESS" IRBY, ESQ., known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument for the use and purposes therein mentioned.

Notary Seal





CHERYL ANN JORDAN
Notary public

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to Alachua County Clerk of Court
Attn: Tax Deeds
201 E University Avenue,
Gainesville FL 32601

Note: The Clerk must pay all valid liens before distributing to a titleholder

Claimant's name* CITY OF GAINESVILLE CODE ENFORCEMENT

Contact name if claimant is not an individual

Address** 306 NE 6TH AVE RM 158 City GAINESVILLE St FL Zip 32609

Phone no. 352-393-8471

Email address LOFLANDKL@CITYOFGAINESVILLE.ORG

Tax deed no. 2020-055 Date of sale (if known)

- ☐ I am not making a claim and waive any claim I might have to the surplus funds on this tax deed sale.
☒ I claim surplus proceeds resulting from the above tax deed sale. I am a ☒ Lienholder ☐ Titleholder.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property.)

(a) Type of Lien: ☐ Mortgage; ☐ Court Judgment; ☐ Condo or Homeowner Association Lien; ☐ Other

Describe in Detail: SPECIAL MAGISTRATE LIEN

If your lien is recorded in Alachua County's Official Records, list the following, if known:

Recording Date: 04/04/2012 Instrument #: 2705414 Book/Page #: 4096 / 706

(b) Original Lien Amount: \$ daily fines running Amount due: \$ Principal Remaining Due: \$
Interest Due: \$ Fees & Costs* \$ Attorney fees claimed: \$

*Including late fees. Describe costs in detail, including additional sheet if needed: As of today \$315,400.00

2. TITLEHOLDER INFORMATION (Complete if claim is based on title formerly held on sold property.)

(a) Nature of Title: ☐ Deed; ☐ Court Judgment; ☐ Other:

If your former title is recorded in County's Official Records, list the following, if known:

Recording Date: Instrument #: Book/Page #: /

Amount of surplus tax deed sale proceeds claimed: \$
Does the titleholder claim the subject property was homestead property? ☐ Yes ☐ No

3. I request that payment of any surplus funds due me be made payable to: and
such payment be mailed to either the address above or to:

4. I hereby swear that all of the above information is true and correct.

Date: 10/14/2020 Signature: Kelly Lufland
Claimant

STATE OF Florida
COUNTY Alachua

NOTARIZATION NOT REQUIRED IF CLAIM IS BEING WAIVED

Sworn to or affirmed and signed before me on 14th by October 2020

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary]



Personally known

Produced identification; Type of identification produced

*This is the payee

INDIVIDUAL CLAIMANTS MUST PROVIDE A COPY OF THEIR GOVERNMENT ISSUED PHOTO ID

**This where payment will be mailed.



L. Samantha Norris
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG288294
Expires 1/3/2023

GAINESVILLE CODE ENFORCEMENT BOARD

CITY OF GAINESVILLE,
Petitioner,

vs.

CASE NO.: CEB 2012-012

APD NO.: 11-01399

FRANK AND ELLEN MONKUS
AND JOHN MONKUS,
Respondents.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2705415 1 PG(S)
April 02, 2012 04:48:14 PM
Book 4096 Page 706
J. K. IRBY, Clerk Of Circuit Court
ALACHUA COUNTY, Florida

ORDER IMPOSING FINE AND COSTS

THIS CAUSE, having come for Public Hearing before the Code Enforcement Board on February 9, 2012, after due notice to Respondents FRANK AND ELLEN MONKUS and JOHN MONKUS, the Board issues its Order Imposing Fine and Costs as follows:

It is ORDERED that:

1. Respondents, FRANK AND ELLEN MONKUS and JOHN MONKUS, are found guilty of violating Sections 13-171(b), 13-171(e)(3), 13-76(c)(1) of the Gainesville Code of Ordinances existing at 532 NW 29th Avenue, Gainesville, Florida, also known as Tax Parcel 08449-001-000.
2. Respondents shall have 10 days from the date of the issuance of this Order to correct said violations and to come into compliance with the Code of Ordinances.
3. Should Respondents fail to comply with the Order by said date, then in that event, Respondents shall pay a fine of \$100.00 per day for each and every day said violations continues to exist at the above address past the time set by the Board.
4. Costs for prosecuting this case shall be assessed in the amount of \$86.80 payable by the Respondents to the Petitioner.

If not complied with, this Order shall constitute a lien against Tax Parcel 08449-001-000, also known as 532 NW 29th Avenue, and any and all real or personal property owned by FRANK AND ELLEN MONKUS AND JOHN MONKUS, pursuant to Sec. 162.09, F.S., and may be recorded in Public Records of Alachua County.

DONE AND ORDERED this 16 day of February, 2012, at Gainesville, Florida.

ATTEST:

GAINESVILLE CODE ENFORCEMENT BOARD

By: Carrie Parker-Warren
Carrie Parker-Warren, Chair

GAINESVILLE CODE ENFORCEMENT BOARD

CERTIFIED COPY

BY: [Signature]

Clerk Of The Code Enforcement Board

DATE: 4/2/12

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the above Order has been sent to Frank and Ellen Monkus and John Monkus, 532 NW 29th Ave., Gainesville, Florida 32609 by U.S. Mail, this 16 day of February, 2012.

OFFICE OF THE CITY ATTORNEY
200 E. UNIVERSITY AVE.
SUITE 425
GAINESVILLE, FL 32601

[Signature]
Clerk, Code Enforcement Board

[Signature]

Alachua County Clerk of Court
NOTICE OF TAX DEED APPLICATION

TAX DEED SALE TO BE HELD ONLINE

CERTIFIED MAIL

Tax Deed Application Number: **2020 - 055**

To:

**CITY OF GAINESVILLE
CODE ENFORCEMENT
302 NE 6TH AVE
GAINESVILLE, FL 32601**

An application for a tax deed has been filed on property in which you may have an interest. You may view additional information about the property by viewing scheduled Tax Deed Sales at www.alachua.realtaxdeed.com.

The amount currently required to avoid sale of the property for taxes prior to auction is \$ **4,444.18** , which includes a \$6.25 redemption fee.

If tax certificates are sold or delinquent taxes accrue after the tax deed application is made, the opening bid will be increased to include those amounts. For updated amounts, contact the Alachua County Tax Collector's Office.

Pursuant to section 197.542(2)&(4), Florida Statutes, bidders must post advance deposits of \$200 or 5% of the maximum anticipated bid, whichever is greater, with winning bid deposits being nonrefundable. The bid balance, taxes and fees are due within 24 hours of the sale. The highest bidder or the certificate holder to whom the property is struck off must take title by law. Tax deed sales are conducted on line at www.alachua.realtaxdeed.com.

Date: July **8** , 2020

J.K. "Jess" Irby, Esq.
Clerk of Court

By: 
Abby Heit, Deputy Clerk



WARNING

There are unpaid taxes on property which you own, in which you have a legal interest, or is contiguous to your property. The property will be sold at Public Auction as shown above unless back taxes are paid. Make all payments to the Alachua County Tax Collector. Payment must be in the form of cash, cashier's check or money order and made payable to the Alachua County Tax Collector. For questions concerning taxes, you may call the Tax Collector at (352) 337-6211 or email cammieweir@alachuacollector.com. To receive further information regarding the scheduled auction contact the Alachua County Clerk's Office, Tax Deed Coordinator (352) 374-3615 or ash@alachuaclerk.org, in person at 201 E. University Ave, Gainesville, Florida 32601, or online at <http://alachua.realtaxdeed.com/>.



CLERK OF THE CIRCUIT & COUNTY COURT

Alachua County Courthouse - Family & Civil Justice Center
201 East University Avenue
Gainesville, Florida 32601
Telephone (352) 374-3636 • Fax (352) 491-4649
J.K. "Jess" Irby, Esq. - Clerk
www.alachuaclerk.org

TD # 2020-055

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN that ST Wealth Partners LP, holder of the following certificate, has filed said certificate for a tax deed to be issued. The certificate number, the description of the property, and the names in which it was assessed are as follows:

Certificate Number: 2017 - 3236

Description of Property:

GAINESVILLE HGTS PB A-160 LOT 7 BK C OR 1128/446 & OR 4376/2436

Tax Certificate Assessment Name: Monkus John L

Last Tax Roll Assessment Name: Monkus John L

Said property being in Alachua County, Florida. Unless such certificate is redeemed according to law, the property described in such certificate will be sold to the highest bidder by electronic sale at the Alachua County Clerk's Tax Deed website <http://alachua.realtaxdeed.com/> beginning at **10:00 a.m.** on **Tuesday, August 25, 2020**, or any subsequently scheduled sale date. Bidders must make advance deposits of \$200 or 5%, whichever is greater, of the anticipated bid no later than 3:00 pm the day before the sale and bids will be limited based on the posted deposit. Once the bid is accepted, the bid deposit and bid deposit fee is nonrefundable. For more information on posting deposits go to www.alachua.realtaxdeed.com. The bid balance, taxes and fees are due within 24 hours of sale. The highest bidder or the certificate holder to whom the property is struck off must take title by law.

Dated July 7, 2020.

(Seal)



J.K. "Jess" Irby, Esq.
Clerk of the Circuit Court in and for
Alachua County, Florida

By Abby Heit
Deputy Clerk