



Reconnection to SFD 38597

STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL
SYSTEM
APPLICATION FOR CONSTRUCTION PERMIT

PERMIT NO. 19-86889
DATE PAID: 9/11/19
FEE PAID: 200.00
RECEIPT #: 1432800

APPLICATION FOR:

[] New System [x] Existing System [] Holding Tank [] Innovative
[] Repair [] Abandonment [] Temporary []

APPLICANT: RHONDA PARK

AGENT: -

TELEPHONE: 386.397.5247

MAILING ADDRESS: POB 2591 LAKE CITY, FL 32056

TO BE COMPLETED BY APPLICANT OR APPLICANT'S AUTHORIZED AGENT. SYSTEMS MUST BE CONSTRUCTED BY A PERSON LICENSED PURSUANT TO 489.105(3) (m) OR 489.552, FLORIDA STATUTES. IT IS THE APPLICANT'S RESPONSIBILITY TO PROVIDE DOCUMENTATION OF THE DATE THE LOT WAS CREATED OR PLATTED (MM/DD/YY) IF REQUESTING CONSIDERATION OF STATUTORY GRANDFATHER PROVISIONS.

PROPERTY INFORMATION

LOT: 44 BLOCK: SUBDIVISION: ROLLING OAKS PLATTED: 4

PROPERTY ID #: 09. 3s. 16. 02049. 144 ZONING: A-3 I/M OR EQUIVALENT: [Y / N]

PROPERTY SIZE: 5.29 ACRES WATER SUPPLY: [x] PRIVATE PUBLIC [] <=2000GPD [] >2000GPD

IS SEWER AVAILABLE AS PER 381.0065, FS? [Y / N] DISTANCE TO SEWER: FT

PROPERTY ADDRESS: 763 NW BRINKLEY TER, LAKE CITY, FL 32055

DIRECTIONS TO PROPERTY: LAKE JEFFERY to (2) Armadillo Ln (R) Brinkley Ter
1st on (R)

BUILDING INFORMATION

[x] RESIDENTIAL [] COMMERCIAL

Unit No	Type of Establishment	No. of Bedrooms	Building Area Sqft	Commercial/Institutional System Design Table 1, Chapter 64E-6, FAC
1	SFD (2 BATH)	3	2160 2800	to reconnect power -
2				
3				
4				

[] Floor/Equipment Drains [] Other (Specify)

SIGNATURE: Rhonda Park

DATE: 9-10-19

STATE OF FLORIDA
DEPARTMENT OF HEALTH
APPLICATION FOR CONSTRUCTION PERMIT

Permit Application Number 19-0488

PART II - SITEPLAN

YATES/CR 00-7753

Rolling Oaks, Lot 44

Brinkley

700'

Driveway

145'

TBM in 35" oak

220'

250'

5.29 acres

100'

Waterline

Well

Swale

Site 1

Site 2

North

SWALE

Armadillo

1 inch = 60 feet

Site Plan submitted by: Phinda Park

TITLE Owner

DATE:

Plan Approved X

Not Approved

Date 9-10-19

By Sally Ford Env Health Director

County Health Department

Columbier

ALL CHANGES MUST BE APPROVED BY THE COUNTY HEALTH DEPARTMENT

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



Address Assignment and Maintenance Document

To maintain the county wide Addressing Policy you must make application for a 9-1-1 Address at the time you apply for a building permit. The established standards for addressing and posting numbers to all principal buildings, dwellings, businesses and industries are contained in Columbia County Ordinance 2001-9. The addressing system is to enable Emergency Services Agencies to locate you in an emergency, and to assist the United States Postal Service and the public in the timely and efficient provision of services to residents and businesses of Columbia County.

Date/Time Issued: 9/10/2019 8:18:12 PM
Address: 763 NW BRINKLEY Ter
City: LAKE CITY
State: FL
Zip Code: 32055

Parcel ID: 02049-144

REMARKS: Address Verification

NOTICE: THIS ADDRESS WAS ISSUED BASED ON LOCATION AND ACCESS INFORMATION RECEIVED FROM THE REQUESTER. SHOULD, AT A LATER DATE, THE LOCATION AND/OR ACCESS INFORMATION BE FOUND TO BE IN ERROR OR CHANGED, THIS ADDRESS IS SUBJECT TO CHANGE.

Address Issued By: **Signed:/ Matt Crews**

Columbia County GIS/911 Addressing Coordinator

COLUMBIA COUNTY
911 ADDRESSING / GIS DEPARTMENT

263 NW Lake City Ave., Lake City, FL 32055 Telephone: (386) 758-1125
Email: gis@columbiacountyfla.com

- Septic # -
→ 19-0688N
397.5247

Prepared by and Return to:
LAWRENCE J. BERNARD, P.A.
480 Busch Drive
Jacksonville, Florida 32218

TRUSTEE'S DEED

THIS DEED is made as of this 26th day of ~~September~~ ^{August}, 2019 between **Gordon P. Jones as Trustee** (and not individually) ("Trustee" or the "Grantor") of the Bankruptcy Estate of Kyle Wright a/k/a Kyle B. Wright and Sara Wright a/k/a Sara N. Wright, husband and wife (the "Debtors"), which is pending in the United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, Case No.: 18-01850 whose mailing address is P.O. Box 600459, Jacksonville, Florida 32260, and **James T. Park and Rhonda Park, husband and wife**, whose mailing address is P.O. BOX 2591, Lake City, FL 32056, (the "Buyers" or "Grantees").

WHEREAS, the Trustee was duly appointed as the Trustee in bankruptcy of the Debtors' estate and qualified as such and is serving as such; and

WHEREAS, the undersigned filed and served in the Debtors' case a motion for authority to sell certain property of the bankruptcy estate (the "Motion") under which the sale of the property described herein was described, and no objection or request for a hearing was filed in response, and the Court entered an Order granting the Motion, and the Trustee is therefore authorized to complete the sale.

NOW, THEREFORE, the Grantor in consideration of the sum of Ten Dollars and No/00 (\$10.00) and other valuable considerations paid by the Buyers, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the Buyers, their heirs and assigns forever, to have and to hold, all of the Grantor's interest in the following described land, referred to herein as the "Property", to-wit:

763 NW Brinkley Terrace, Lake City, Florida 32055
(Parcel Identification Number R02049-144)

Lot 44, Rolling Oaks, according to the map or plat thereof, as recorded in Plat Book 5, Page(s) 132 through 132B, of the Public Records of Columbia County, Florida.

GRANTEE HEREIN IS PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR ANY SALES PRICE FOR A PERIOD OF 30 DAYS FROM SEPTEMBER 1, 2019. AFTER THIS 30 DAY PERIOD, GRANTEE IS FURTHER PROHIBITED FROM CONVEYING THE PROPERTY FOR A SALES PRICE GREATER THAN \$264,000.00 UNTIL 90 DAYS FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO THE GRANTEE.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

This conveyance is expressly subject to all covenants, restrictions, easements, limitations, assessments and other matters of record (although reference to such matters shall not serve to extend the same) existing zoning and/or restrictions imposed by governmental authority, and ad valorem taxes.

By acceptance of this Deed, Grantees agree that Grantor is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property including, without limitation: (i) the value, condition, merchantability, habitability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property; (ii) the manner or quality of the construction or materials incorporated into any of the Property; and (iii) the manner, quality, state of repair or lack of repair of the Property. Buyers agree that with respect to the Property, Buyers have not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Grantor or any agent of Grantor. Buyers represent that they are relying solely on their own expertise and that of Buyers' consultants, and that Buyers will conduct such inspections and investigations of the Property, including but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and upon closing, shall assume the risk that adverse matters, including but not limited to adverse physical and environmental conditions, may not have been revealed by Buyers' inspections and investigations. Buyers have acknowledged and agreed that Grantor sells and conveys the Property under this Deed to Buyers and that Buyers accept said Property "as is, where is," with all faults, liens and encumbrances. Buyers further acknowledge and agree that there are no oral agreements, warranties or representations, collateral to or affecting the Property by Grantor, any agent of Grantor or any third party.

IN WITNESS WHEREOF, I, Gordon P. Jones as Trustee (and not individually) for Bankruptcy Estate of Kyle Wright a/k/a Kyle B. Wright and Sara Wright a/k/a Sara N. Wright, under Case No. 18-01850 executed this Trustee's Deed.

Signed, sealed and delivered
in the presence of:

Kristie M. Jordan
Print Name: Kristie M. Jordan

Gordon P. Jones
Gordon P. Jones as Trustee (and not individually)
for Bankruptcy Estate of Kyle Wright a/k/a Kyle B.
Wright and Sara Wright a/k/a Sara N. Wright under
Case No. 18-01850

Shelby Wright
Print Name: Shelby Wright

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was executed and acknowledged before me this 26th day of August, 2019, by Gordon P. Jones as Trustee (and not individually) for Bankruptcy Estate of Kyle Wright a/k/a Kyle B. Wright and Sara Wright a/k/a Sara N. Wright, under Case No. 18-01850, and who is (☒) personally known to me or () did produce _____ as identification.

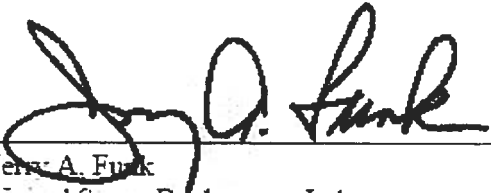


Kristie M. Jordan
Print Name: Kristie M. Jordan
Notary Public, State of Florida at Large
My Commission Number: GG 078170
My Commission Expires: 03/01/2021

Case 3:18-bk-01850-JAF Doc 68 Filed 08/27/19 Page 1 of 4

ORDERED.

Dated: August 27, 2019



Jerry A. Funk
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

In re:

CASE NO.: 18-01850-JAF

**KYLE WRIGHT and
SARA N. WRIGHT,**

Debtors.

_____/

ORDER GRANTING TRUSTEE'S MOTION TO SELL

THIS CASE came on for consideration of the Trustee's Motion to Sell (Doc. No. 67) (the "Motion")¹ pursuant to the negative notice provisions of Local Rule 2002-4, by which Gordon P. Jones, Chapter 7 Trustee (the "Trustee") for the Debtors, Kyle Wright and Sara N. Wright (the "Debtors"), seeks authority to sell the bankruptcy estate's interests in certain property of the estate located at 763 NW Brinkley Terrace, Lake City, Florida 32055 (the "Property"), which is more particularly described as:

**LOT 44, ROLLING OAKS, ACCORDING TO THE MAP OR PLAT
THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 132 THROUGH
132B, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.**

PARCEL ID NO. 09-3S-16-02049-144

¹ Capitalized terms used herein shall have the same meaning as ascribed in the Motion.

The Court finds that the Motion was served upon all interested parties with the Local Rule 2002-4 negative notice legend informing the parties of their opportunity to object within twenty-one (21) days of the date of service of the Motion, and that no party filed an objection within the time permitted; therefore, the Court considers the matter to be unopposed. Accordingly, for the reasons set forth in the Motion, the Trustee has demonstrated that the sale of the Property on the terms contained in the Motion is in the best interests of the Debtors' estate. Accordingly, it is hereby **ORDERED AND ADJUDGED** as follows:

1. The relief requested in the Motion is **GRANTED** and the sale of the Property is hereby **APPROVED**, subject to the terms and conditions herein.

2. Notice of the Motion upon all creditors was proper and in accordance with the Bankruptcy Code, Federal Rules of Bankruptcy Procedure and Local Rules. There having been no timely filed objections, any and all parties having an interest in the Property, including, but not limited to, lienholders, judgement lien holders, leasehold tenants, leasehold tenants with options to purchase, or any other legal or equitable interest(s), are deemed to have consented to entry of this Order.

3. The Trustee is authorized to sell the Property to James T. Park and Rhonda Park (the "Buyers") for the sum of \$220,000.

4. **The sale of the Property is "AS-IS WHERE IS WITH ALL FAULTS" and shall be by Trustee's Deed, with no warranties of title whatsoever.**

5. The Trustee is authorized to pay all costs associated with the sale as set forth in the Motion, the amounts of which may differ. Notwithstanding the foregoing, the brokers' commissions shall remain subject to review and Court approval pursuant to 11 U.S.C. § 330.

Case 3:18-bk-01850-JAF Doc 68 Filed 08/27/19 Page 3 of 4

6. The Buyer shall be responsible for payment of those closing costs as required by the purchase and sale agreement.

7. The Net Sales Proceeds shall be payable to Gordon P. Jones, Trustee, and shall be free and clear of all liens and encumbrances, become property of the bankruptcy estate, and be distributed according to the Bankruptcy Code.

8. This Order shall be effective as to the sale to any alternate buyer if: (i) the Buyers are unable to or do not close the sale of the Property; (ii) the Trustee files a notice with the Court that states the Buyers were unable to or did not close on the sale of the Property; (iii) the notice identifies the material terms of the sale of the Property to an alternative buyer and attaches this Order and relevant documents related to the sale of the Property to the alternative buyer along with a statement the alternative buyer is disinterested (the "Alternative Buyer Notice"); (iv) the Alternative Buyer Notice sets forth that the sale to the alternative buyer is on substantially the same terms and conditions as set forth in the Motion and describes any material differences between the sale to an alternative buyer and the sale under the Motion; and (v) there is no objection filed with the Court in response to the Alternative Buyer Notice within fourteen (14) days after filing said notice.

9. The Court further finds the Trustee has demonstrated the sale contemplated hereunder is at arm's-length and without fraud or collusion. Therefore, the Buyer shall be afforded the protections of 11 U.S.C. § 363(m).

10. The Court hereby waives the 14-day stay pursuant to Rule 6004(h).

11. The Trustee is further authorized to take all actions and execute all documents he deems reasonable, necessary and/or desirable to effectuate the requested relief.

12. This Court shall retain sole and exclusive personal subject matter jurisdiction to implement, interpret and enforce the terms of the Motion and this Order and to adjudicate all claims, controversies and/or disputes arising from or related to the proposed sale.

Attorney Eugene H. Johnson, Esq. is directed to serve a copy of this Order on interested parties who are non-CM/ECF users and file a proof of service within 3 days of entry of the Order.