

Lee County Board Of County Commissioners

Blue Sheet No. 20070659

Agenda Item Summary

1. **ACTION REQUESTED/PURPOSE:** Approve the Purchase Agreement for acquisition of Parcel 115, consisting of 6,534 square feet (± .15 acre) of vacant land located along Church Road, in Hendry County, for the Church Road Extension Project No. 0919, in the amount of \$3,500; authorize payment of necessary fees to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete the transaction.

2. **FUNDING SOURCE:** Fund: Solid Waste Management; Program: Capital Project; Project: Church Road Extension

3. **WHAT ACTION ACCOMPLISHES:** Acquires property for the Church Road Extension Project without the necessity of an eminent domain action.

4. **MANAGEMENT RECOMMENDATION:** Approve

5. **Departmental Category:** 06

CLC/A

6. **Meeting Date:** MAY 08 2007

7. **Agenda:**
 Consent
 Administrative
 Appeals
 Public
 Walk-On

8. **Requirement/Purpose:** *(specify)*
 Statute 125
 Ordinance
 Admin. Code
 Other

9. **Request Initiated:**
 Commissioner
 Department Independent
 Division County Lands
 By: Karen Forsyth, Director *TLM*

10. **Background:**

Negotiated for: Department of Solid Waste
Interest to Acquire: Fee simple interest in a strip of land
Property Details:

Owner: Fremont Edwards and Rose Edwards, husband and wife
 Address: Church Road, Felda, Hendry County, Florida
 Part of Real Estate Tax Account No.: 1174529-A0000040200

Purchase Details:

Purchase Price: \$3,500
Costs to Close: \$5,500 (Includes relocation of water well, landscaping, and title insurance)

Appraisal Information:

The property owner has agreed to accept \$3,500 prior to obtaining an appraisal. The fee interest has not been appraised.

Staff Justification: Eliminates the cost of obtaining an appraisal which is estimated to be \$3,000 - \$3,500, excluding the land value, and potential condemnation expenses.

Account: 20091940102.506110

Attachments: Purchase Agreement, Title Data; 5-Year Sales History

11. **Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>K. Forsyth</i>		<i>H.A.</i>	<i>4/24/07</i>	<i>Robert</i>	Analyst	Risk	Grants	Mgr	<i>4-25-07</i>
					<i>ebw 4-24-07</i>	<i>mt 4/24/07</i>	<i>g/24/07</i>	<i>12/24/07</i>	

12. **Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *EV*
 4/24/07 @ 1:05 PM
 COUNTY ADMIN *AV*
 FORWARDED TO:
 4/25/07
 9:40

Rec. by CoAtty
 Date: 4/24/07
 Time: 9:40 AM
 Forwarded To:
 Adminw
 4/24/07 11:57

This document prepared by
Lee County Division of County Lands
Project: Church Road Extension, Project No. 0919
Parcel: 115
Account No. 1174529-A0000040200

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this 12 day of April, 2007, by and between **Fremont Edwards and Rose Edwards, husband and wife**, hereinafter referred to as SELLER, whose address is P.O. Box 166, Felda, FL 33930, and **Lee County, a political subdivision of the State of Florida**, hereinafter referred to as BUYER.

WITNESSETH:

- 1. AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 6,534 square feet (.15 acre), more or less, and located on Church Road, Felda, Hendry County, Florida, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property". This property will be acquired for the Church Road Extension Project, hereinafter called "the Project," with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Three Thousand Five Hundred and No/100 (\$3,500.00), payable at closing by County Warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.
- 3. EVIDENCE OF TITLE:** BUYER will obtain at BUYER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the purchase price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. CONDITION OF PROPERTY; RISK OF LOSS: BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. SELLER'S INSTRUMENTS AND EXPENSES: SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing, if closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

6. BUYER'S INSTRUMENTS AND EXPENSES: BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER);
- (c) payment of reasonable costs associated with obtaining partial release of mortgages, if any.

7. TAXES: SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector. If closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year without proration.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. DEFECTS IN TITLE AND LEGAL ACCESS: Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. SURVEY: BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. ENVIRONMENTAL AUDIT: BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna.

There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made in accordance with the Special Conditions attached. The time and location of closing may be changed by mutual agreement of the parties.

14. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. POSSESSION: SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. SPECIAL CONDITIONS: Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Sonya Tuten

Sonya Tuten

WITNESSES:

Diana Ramirez

Timmy King

SELLER:

Fremont Edwards 4-12-07
Fremont Edwards (DATE)

SELLER:

Rose E. Edwards 4-12-07
Rose Edwards (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

BUYER: Lee County

SELLER: Fremont Edwards and Rose Edwards, husband and wife

PARCEL NO. 115

- 1) The SELLER's existing water well lies within the proposed Church Road right-of-way. BUYER will reimburse SELLER up to the amount of \$3,600 at time of closing for the cost of relocation and installation of a new well.
- 2) SELLER will have the well relocated and installed by a licensed well contractor to an area on the remainder property that is acceptable to BUYER and SELLER.
- 3) Within 15 days from the date this Agreement is made, SELLER will enter into an agreement with a licensed well contractor for relocation of the well.
- 4) Within 60 days from the date this Agreement is made, SELLER will have completed the well relocation to an area on the remainder property that is acceptable to BUYER and SELLER.
- 5) SELLER, at its expense, will pay all costs associated with re-connecting the electrical service to the newly relocated well.
- 6) BUYER will pay SELLER \$750 for replacement of landscaping.
- 7) BUYER, at its expense, will provide SELLER with a survey of the acquisition area.
- 8) Closing and dispersal of funds will not occur until the well has been relocated.
- 9) The Special Conditions will survive the closing of this transaction.

WITNESSES:

Sonya Tuttle

Devin Murray

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Fremont Edwards 4-12-07
Fremont Edwards (DATE)

Rose E. Edwards 4-12-07
Rose Edwards (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

EXHIBIT "A"

Page 1 of 2

Church Road Extension, Project No. 0919
Parcel 115

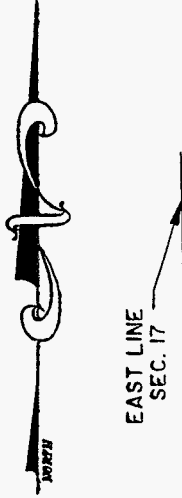
The South 20 feet of the following described parcel:

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 45 South, Range 29 East, less the South 25 feet thereof, Hendry County, Florida.

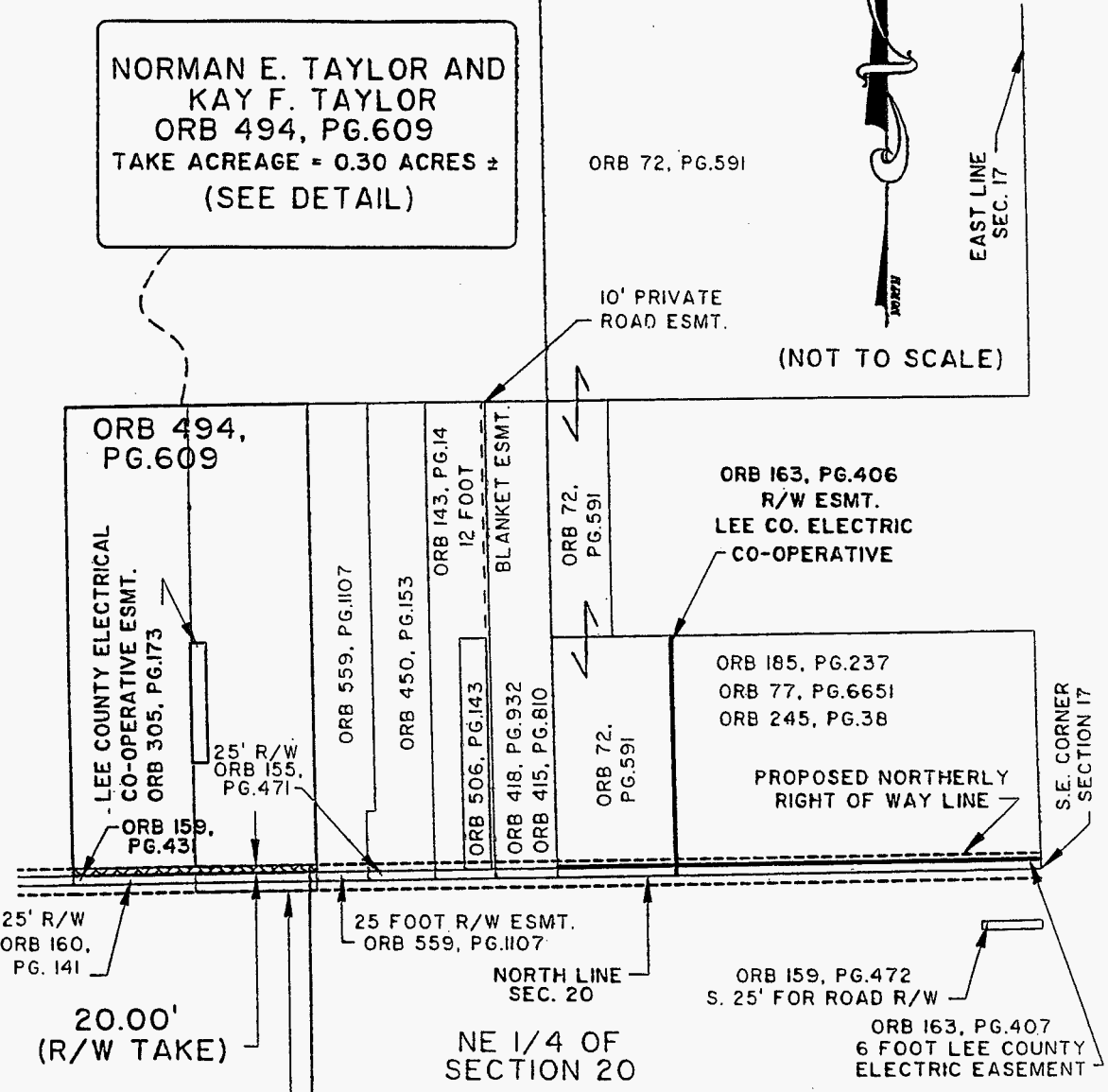
SECTION 17, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

SE 1/4 OF
SECTION 17

NORMAN E. TAYLOR AND
KAY F. TAYLOR
ORB 494, PG.609
TAKE ACREAGE = 0.30 ACRES ±
(SEE DETAIL)



(NOT TO SCALE)



25' R/W
ORB 160,
PG. 141

20.00'
(R/W TAKE)

25 FOOT R/W ESMT.
ORB 559, PG.1107

NORTH LINE
SEC. 20

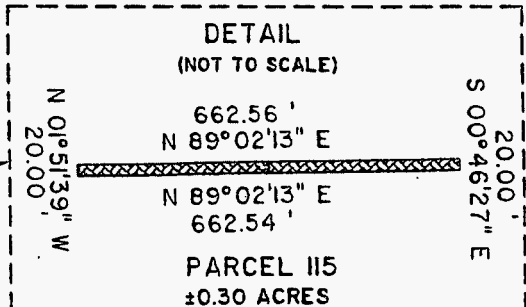
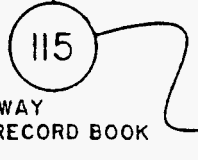
NE 1/4 OF
SECTION 20

ORB 159, PG.472
S. 25' FOR ROAD R/W

ORB 163, PG.407
6 FOOT LEE COUNTY
ELECTRIC EASEMENT

PROPOSED SOUTHERLY
RIGHT OF WAY LINE

- LEGEND:**
- R/W = RIGHT OF WAY
 - ORB = OFFICIAL RECORD BOOK
 - PG. = PAGE
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - (O/A) = OVERALL DISTANCE
 - SEC. = SECTION
 - ESMT. = EASEMENT



PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

THIS IS NOT A SURVEY
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
AIM Engineering & Surveying, Inc.

J.R. Brandenburg
J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 2



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 115 RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE

Exhibit 'A' Page 2 of 2

Division of County Lands**Revised Ownership and Easement Search**

Search No. 1-17-45-29-A00-0004.020.0

Date: October 25, 2006

Parcel: 115

Project: Church Road Extension, Project #0919

To: Robert G. Clemens, SR/WA
Acquisition Program ManagerFrom: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 1-17-45-29-A00-0004.020.0

Effective Date: September 21, 2006, at 5:00 p.m.

Subject Property: The South 20 feet of the following described parcel:

The West ½ of the SW ¼ of the SW ¼ of the SE ¼ of Section 17, Township 45 South, Range 29 East, less the South 25 feet thereof, Hendry County, Florida.

Title to the subject property is vested in the following:

Fremont Edwards and Rose Edwards, Husband and Wife

By that certain instrument dated March 18, 2005, recorded April 27, 2005, in Official Record Book 700, Page 656, Public Records of Hendry County, Florida.

Easements:

1. Right of Way Easement to Lee County Electric Cooperative, Inc., recorded in Official Record Book 163, Page 406 and Official Record Book 305, Page 173, Public Records of Hendry County, Florida.

NOTE (1): Financing Statement by North American Natural Resources, Inc. (Debtor and Lessee) to High Country Bank (Secured Party), recorded in Official Record Book 676, Page 1561, Public Records of Hendry County, Florida.

NOTE(2): Mortgage executed by Fremont Edwards and Rose Edwards, husband and wife, in favor of Suncoast Schools Federal Credit Union, dated May 25, 2005, recorded June 6, 2005, in Official Record Book 704, Page 627, Public Records of Hendry County, Florida.

Tax Status: 2005 taxes paid May 22, 2006 in the amount of \$1,058.37.
(The end user of this report is responsible for verifying tax and/or assessment information.)**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

SECTION 17, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

SE 1/4 OF
SECTION 17

NORMAN E. TAYLOR AND
KAY F. TAYLOR
ORB 494, PG.609
TAKE ACREAGE = 0.30 ACRES ±
(SEE DETAIL)

ORB 72, PG.591

10' PRIVATE
ROAD ESMT.

(NOT TO SCALE)

EAST LINE
SEC. 17

ORB 494,
PG.609

ORB 163, PG.406
R/W ESMT.
LEE CO. ELECTRIC
CO-OPERATIVE

LEE COUNTY ELECTRICAL
CO-OPERATIVE ESMT.
ORB 305, PG.173

25' R/W
ORB 155,
PG.471

ORB 559, PG.1107

ORB 450, PG.153

ORB 143, PG.14
12 FOOT
BLANKET ESMT.

ORB 506, PG.143

ORB 418, PG.932

ORB 415, PG.810

ORB 72,
PG.591

ORB 185, PG.237
ORB 77, PG.6651
ORB 245, PG.38

PROPOSED NORTHERLY
RIGHT OF WAY LINE

S.E. CORNER
SECTION 17

25' R/W
ORB 160,
PG. 141

25 FOOT R/W ESMT.
ORB 559, PG.1107

NORTH LINE
SEC. 20

ORB 159, PG.472
S. 25' FOR ROAD R/W

ORB 163, PG.407
6 FOOT LEE COUNTY
ELECTRIC EASEMENT

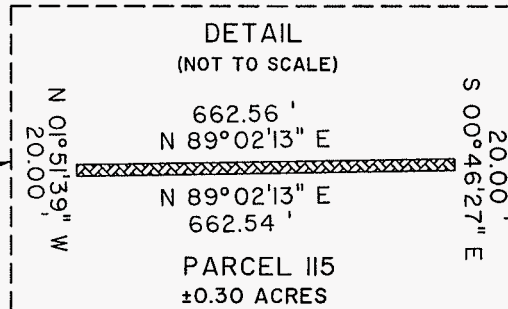
20.00'
(R/W TAKE)

PROPOSED SOUTHERLY
RIGHT OF WAY LINE

115

LEGEND:

- R/W = RIGHT OF WAY
- ORB = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.O.B.= POINT OF BEGINNING
- P.O.C.= POINT OF COMMENCEMENT
- (O/A) = OVERALL DISTANCE
- SEC. = SECTION
- ESMT. = EASEMENT



PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

J.R. Brandenburg
J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

THIS IS NOT A SURVEY

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
941/332-4569
FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 115 RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 10/5/98	SEC-TWP-RGE SEC-17-T45S-R29E
	COUNTY: HENDRY

SECTION 17, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

PARCEL 115

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 20 FEET OF SAID SECTION 17, LYING WITHIN THOSE LANDS DESCRIBED
IN OFFICIAL RECORD BOOK 494, PAGE 609, PUBLIC RECORDS OF HENDRY
COUNTY FLORIDA.

SAID LANDS CONTAINING 0.30 ACRES, MORE OR LESS.

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET 1

J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH: SHEET 2 OF 2

THIS IS NOT A SURVEY
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LICENSED SURVEYOR AND MAPPER
AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
941/332-4569
FX:941/332-8734

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 115 RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 10/5/98	SEC-TWP-RGE SEC-17-T45S-R29E
	COUNTY: HENDRY

Hendry County Tax Collector

generated on 9/25/2006 2:38:16 PM EDT

Tax Record

Last Update: 9/25/2006 2:38:16 PM ET

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	
1174529-A0000040200	Real Estate	2005	
Mailing Address EDWARDS FREMONT & ROSE PO BOX 166 FELDA FL 33930		Physical Address CHURCH RD Folio Number 8663.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$32,040.00	\$0.00	\$32,040.00	
Exemption Detail NO EXEMPTIONS		Millage Rate 05 20.54100	
Legal Description W 1/2 OF SW 1/2 OF SW 1/4 OF SE 1/4 EXC S 25 FT RD R/W 4.97 AC			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
C002	HENDRY COUNTY	\$0.00	\$280.35
H008	HENDRY REGIONAL MEDICAL CENTER	\$0.00	\$99.32
S010	HENDRY COUNTY SCHOOL BOARD	\$0.00	\$256.13
W014	SOUTH FLORIDA WATER	\$0.00	\$22.33
X072	WEST FIRE DISTRICT	\$0.00	\$53.90
X088	WEST RECREATION DISTRICT	\$0.00	\$75.00
X133	MOSQUITO CONTROL DISTRICT	\$0.00	\$33.97
X142	IMMOKALEE DISPOSAL	\$0.00	\$204.60
		Total Gross	\$1,025.60
		Interest	\$32.77
		Total	\$1,058.37
If Paid By		Amount Due	
		\$0.00	

Date Paid	Transaction	Receipt	Amount Paid
05/22/2006	PAYMENT	6208710.0001	\$1,058.37

Prior Year Taxes Due
NO DELINQUENT TAXES

5-Year Sales History

Parcel 115

Church Road Extension Project No. 0919

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
Norman E. Taylor	Fremont & Rose Edwards, husband and wife	March 18, 2005	\$27,500	Y

NOTE: Sale relates to "parent tract" of the subject parcel.