

**THIS INSTRUMENT PREPARED BY:
AND RECORD AND RETURN TO:**

Name: Nancy Stuparich, Esq.
VOSE LAW FIRM
Address: 324 W Morse Blvd.
Winter Park, Florida 32789

Parcel Identification No. 24-46-23-W3-00206.0050

QUIT-CLAIM DEED

THIS INDENTURE, made as of this 17th day of June, 2023, by the **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Grantor"), to **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 33901 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the assigns of corporation, wherever the context so admits or requires.)

WITNESSETH

That the Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described property, situate, lying and being in Lee County, State of Florida, as conveyed to the Town of Fort Myers Beach by that certain Warranty Deed, recorded in the public records of Lee County, Florida as INSTRU. #2021000328730 from TPI FMB I, LLC, subject to a condition for use of the property solely for civic and/or public purposes.

LOT 5, BLOCK 6, BUSINESS CENTER SUBDIVISION, AS RECORDED IN PLAT BOOK 9, PAGE 9, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY PARCEL 103, TAKEN BY FLORIDA DEPARTMENT OF TRANSPORTATION, RECORDED IN OFFICIAL RECORDS BOOK 1154, PAGE 1510 AND BOOK 1164, PAGE 129, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 5, BLOCK 6, THENCE S.22 DEGREES 19'38" E., ALONG THE EASTERLY LINE OF SAID LOT 5, BLOCK 6, A DISTANCE OF 40.00 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE S.67 DEGREES 38'39" W. ALONG THE SOUTHERLY LINE OF SAID LOT 5, BLOCK 6, A DISTANCE OF 83.09 FEET TO THE EASTERLY LINE SAID RIGHT-OF-WAY TAKE PARCEL 103 AND THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 219.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 25'48", WHOSE CHORD BEARS N. 16 DEGREES 32'15" W. FOR A DISTANCE OF 5.47 FEET, ARC LENGTH 5.47 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET; A CENTRAL ANGLE OF 83 DEGREES 27'39",

WHOSE CHORD BEARS N. 25 DEGREES 54'29" E., FOR A DISTANCE OF 51.92 FEET; ARC LENGTH 56.81 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF FIFTH STREET; THENCE N. 67 DEGREES 38'39" E. ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 43.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.07 ACRES, MORE OR LESS.

Subject to taxes for 2023 and subsequent years; all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities; easements, covenants, conditions, restrictions, and reservations of record, if any, none of which are reimposed by this deed; and restrictions and matters appearing on the Plat or otherwise common to the subdivision.

TO HAVE AND TO HOLD the same in fee simple forever, together with all and singular the tenements, hereditaments, appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

This Quit-Claim Deed is prepared at the request of Grantor and Grantee without examination of title and makes no warranty, opinion by the preparer or other representation as to the marketability or condition of the title thereto, the quality of the land included, the location of boundaries thereto or the existence of liens, unpaid taxes or encumbrances and Grantor's right to transfer the subject property, or any right of a mortgagee to accelerate the principal balance due under any note, mortgage or other type of loan document or right that may exist as of the date of conveyance.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

The Town of Fort Myers Beach, a Florida municipal corporation

Amy Baker
Amy Baker, Town Clerk

By: Jim Atterholt
Jim Atterholt, Vice Mayor, as authorized by Resolution 23-66 of the Town Council on the 20th day of June, 2023

Approved as to form and sufficiency

[Signature]
Vose Law Firm, Town Attorney

Donna Romilio
Witness: Print Name DONNA ROMILIO

Danielle Felton
Witness: Print Name Danielle Felton

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of August, 2023, by Jim Atterholt, as Vice Mayor of The Town of Fort Myers Beach, a Florida municipal corporation, who is personally known to me or who has produced _____ as identification.

Amy J Baker

Notary Public

[SEAL]



Amy J. Baker
Print Name/Commission
No. HH 241709

My Commission Expires:

June 12, 2026