

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20030128

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve execution of a quit-claim deed to cure an ambiguity in the final judgment in Lee County v. Colonial Square Shopping Center, Inc., Case No. 96-4555-CA.

**WHY ACTION IS NECESSARY:** To execute a quit-claim deed which will resolve an ambiguity.

**WHAT ACTION ACCOMPLISHES:** Cures the ambiguity as to ownership of a building.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #**

*A12C*

**3. MEETING DATE:**

*02-11-2003*

**4. AGENDA:**

- CONSENT ADMINISTRATIVE APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:  
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT \_\_\_\_\_
- C. DIVISION County Attorney

BY John J. Renner, Chief Asst. County Attorney

**7. BACKGROUND:** Lee County condemned land from Colonial Square Shopping Center, Inc. in 1996 for the Colonial/41 Overpass Project. A building, formerly occupied by Juicy Lucy's, was affected by the condemnation but not taken by Lee County. A settlement resolving all claims was reached and a judgment entered. The judgment included language that the settlement resolved all claims arising from the condemnation and referenced the building. Lee County did not, nor did it intend to, take the building. To end any confusion as to the building's ownership, Lee County will execute a quit-claim deed to Colonial Square Shopping Center, Inc.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
				<i>[Signature]</i>	<i>Other 1/30/03</i>				
				<i>[Signature]</i>	MOA <i>1/30/03</i>	COM <i>1/30/03</i>	Risk <i>1/30/03</i>	MGC <i>1/30/03</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

COUNTY  
FORWARDED  
TO CO. ADMIN.  
*11-30-03*

RECEIVED BY  
COUNTY ADMIN. *RF*  
*1-30-03*  
*2:30*  
CC: \_\_\_\_\_  
FC: \_\_\_\_\_  
IN: *BH*  
TO: *BH*  
*1/30 4:00*

THIS INSTRUMENT PREPARED BY:  
LEE COUNTY ATTORNEY'S OFFICE  
Post Office Box 398  
Fort Myers, Florida 33902  
Parcel STRAP Number:

THIS SPACE FOR RECORDING

**QUIT-CLAIM DEED**

**THIS QUIT-CLAIM DEED**, Executed this \_\_\_\_ day of \_\_\_\_\_, 2003 A.D., by **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902, first party, to **COLONIAL SQUARE SHOPPING CENTER, INC.**, whose address is 138 Palm Coast Parkway, N.E., Box #334, Palm Coast, Florida 32137, second party,

WITNESSETH, that the said first party for and in consideration of the sum of \$1.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title interest, claims and demand which the said first party has in and to the following described parcel of land and building thereon, situate, lying and being in the County of Lee, State of Florida, to-wit:

Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 45 South, Range 24 East, Lee County, Florida; thence South 00°12'38" East along the West line of said Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 a distance of 50.82 feet to the South right-of-way line of Colonial Boulevard (S.R. -82%) and the Point of Beginning; thence continue South 00°12'38" East along said West line 199.20 feet; thence North 88°51'20" East 133.75 feet; thence North 01°08'40" West 200.00 feet to aforesaid South right-of-way line; thence South 88°51'20" West along said South right-of-way line 34.50 feet to the point of curvature of a curve concave to the Southerly having a radius of 579.58 feet and a central angle of 00°58'07"; thence along said curve and said both right-of-way line 96.00 feet to the Point of Beginning. Said tract containing 0.61 acres more or less.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

This conveyance is made to correct an ambiguity contained in the Final Judgment entered in the case of Lee County v. Colonial Square Shopping Center, Inc.; Case No. 96-4555-CA that gives the misimpression Lee County acquired title to the building, and is effective as of December 17, 1997, the date of the Final Judgment.

In consideration for this conveyance, Colonial Square Shopping Center, Inc. releases Lee County from any and all claims for ground rent and Lee County assigns to Colonial Square Shopping Center, Inc. any and all claims for rent.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

ATTEST:

CHARLIE GREEN  
Clerk of Court

\_\_\_\_\_