

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20050194 -UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of a fire hydrant serving *Shoppes at Fiddlesticks, Parcel 'E'*. This is a developer contributed asset project located on the west side of Fiddlesticks Boulevard approximately 1,100' south of Daniels Parkway.

WHY ACTION IS NECESSARY:

To provide water service and fire protection to the recently constructed commercial development.

WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 5

C10F

3. MEETING DATE:

03-15-2005

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - X OTHER Res., Easement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rich Diaz P.E., Utilities Director

DATE: 2/28/05

7. BACKGROUND:

Fire hydrants do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided. The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Record Drawings have been received. Engineer's Certification of Completion has been provided---copy attached. Project location map---copy attached. Warranty has been provided---copy attached. Waiver of Lien has been provided---copy attached. Certification of Contributory Assets has been provided---copy attached. Funds are available for recording fees in account number OD5360748700.504930.

SECTION 22 TOWNSHIP 45S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: _____	N/A Date: _____	N/A Date: _____	P.O. T. Osterhout Date: 2/28	<i>S. Coovert</i> Date: 3/1/05	<i>PM 3/1/05</i>	<i>PM 3/1/05</i>	<i>PM 3/1/05</i>	<i>PM 3/1/05</i>	<i>J. Lavender</i> Date: 2-28-05

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 3/2/05
Time: _____
Forwarded To: _____

RECEIVED BY
COUNTY ADMIN. _____
3-1 9:30
COUNTY ADMIN
FORWARDED TO: _____
3/3/05
10 AM



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY



FDOR10240300
 DR-219
 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

1. Parcel Identification Number
 (If Parcel ID not available
 please call County Property
 Appraiser's Office) →

0 1 2 3 4 5 6 7 8 9 0123456789

224525120000E0000

2. Mark (x) all that apply
 Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller): **EASEMENT DONATION BY: ATMF FIDDLESTICKS, LLC.**

Last First MI Corporate Name (if applicable)
6735 TELEGRAPH RD, #110 BLOOMFIELD HILLS MI 48301

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

4. Grantee (Buyer): Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price Property Located In
 \$. 00 Lee

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES NO
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage? YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$. 00

12. Amount of Documentary Stamp Tax → \$

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES NO

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
<p>This copy to Property Appraiser</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded Month Day Year</p>	<p> </p>

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
DR-219
R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0123456789

224525120000E0000

1. Parcel Identification Number
(If Parcel ID not available
please call County Property
Appraiser's Office) →

2. Mark (x) all that apply Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

Property was improved with building(s) at time of sale/transfer? →

EASEMENT DONATION BY:

ATMF FIDDLESTICKS, LLC.

3. Grantor (Seller):
Last First MI Corporate Name (if applicable)
6735 TELEGRAPH RD, #110 BLOOMFIELD HILLS MI 48301

4. Grantee (Buyer):
Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

5. Date of Sale/Transfer Sale/Transfer Price
\$. 0 0 Property Located In **46** County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES NO
Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$ **. 0 0**

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage? YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$ \$ **. 0 0**
12. Amount of Documentary Stamp Tax → **0.00**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES NO

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue O. R. Book and Page Number and File Number Date Recorded _____ Month Day Year	

This copy to Department of Revenue

RESOLUTION NO. _____

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of "ATMF FIDDLESTICKS, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (fire hydrant) serving "**SHOPPES AT FIDDLESTICKS**"; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$4,100.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Janes _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah: _____ (3)
- Commissioner Hall: _____ (4)
- Commissioner Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____,

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

LETTER OF COMPLETION

DATE: 12/17/2004

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Gentlemen:

This is to certify that the **water distribution** located in
Shoppes at Fiddlesticks Parcel "E"
(Name of Development)

was designed by me and has been constructed in conformance with:
the revised plans, attached and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:
Pressure Test(s) - Water Main and Bacteriological Test

Very truly yours,

Vanasse & Daylor, LLP
(Owner or Name of Corporation)

John Musser 31285 12-17-04
(Signature)

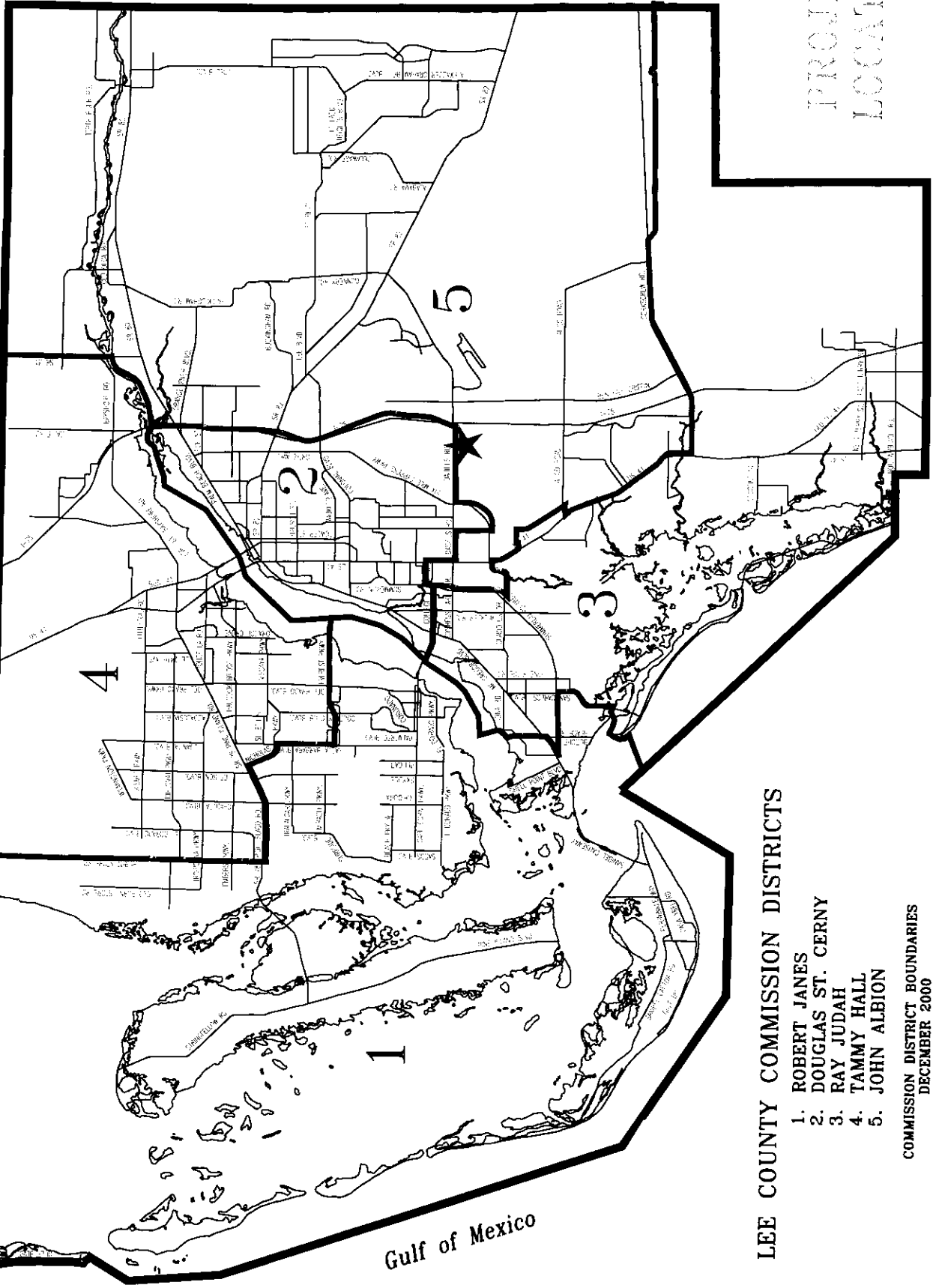
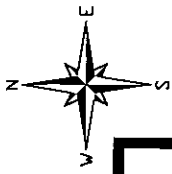
John R. Musser, P.E., Director of Engineering
(Title)

(Seal of Engineering Firm)



(Forms - Letter of Completion - Revised 08/2003)

SHOPPES AT FIDDLESTICK, PARCEL 'E'
22-45-25-12-0000E.0000
COMMISSION DISTRICT # 5 - JOHN ALBION



PROJECT
LOCATION

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

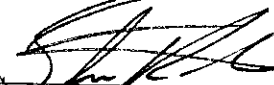
WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water systems of SHOPPES @ FIDDLESTIX "PARCEL E" to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

STEVEN R. GOBLE

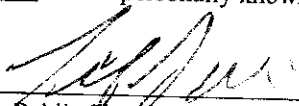
(NAME OF OWNER/CONTRACTOR)

BY: 

(SIGNATURE OF OWNER/CONTRACTOR)

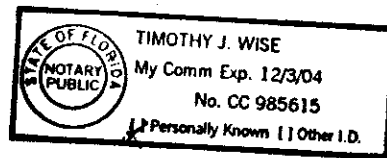
STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 2nd day of NOV, 2004 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.



Notary Public Signature

TIMOTHY J. WISE
Printed Name of Notary Public



(Notary Seal & Commission Number)

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of four thousand one hundred dollars and no cents(\$4,100.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to SHOPPES @ FIDDLESTIX "PARCEL E" on the job of MPG PUBLIX OF FIDDLESTIX to the following described property:

SHOPPES @ FIDDLESTIX "PARCEL E"

(Name of Development/Project)

water distribution system

(Facilities Constructed)

SHOPPES @ FIDDLESTIX

(Location)

22-45-25-12-0000E.0000

(Strap # or Section, Township & Range)

(Please provide full name and location of development and a description of the utility system constructed).

Dated on: November 2, 2004

By: 

(Signature of Authorized Representative)

GULF COAST UNDERGROUND, INC.

(Name of Firm or Corporation)

By: STEVEN R. GOBLE

(Print Name of Authorized Representative)

3551 METRO PARKWAY

(Address of Firm or Corporation)

Title: PRESIDENT

FT. MYERS, FL 33916-

(City, State & Zip Of Firm Or Corporation)

Phone #: (239)274-9504 Ext.

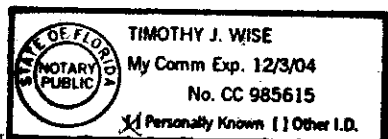
Fax#: (239)274-9505

STATE OF FL)

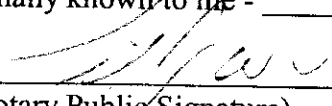
) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 2nd day of NOV, 2004 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.



(Notary Seal & Commission Number)


(Notary Public Signature)

TIMOTHY J. WISE

(Printed Name of Notary Public)

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X

[Handwritten Signature]

(Signature of Certifying Agent)

STEVEN R. GOBLE PRESIDENT

(Name & Title of Certifying Agent)

GULF COAST UNDERGROUND

(Name of Firm or Corporation)

3551 METRO PARKWAY

(Address of Firm or Corporation)

FT. MYERS, FL 33916 -

STATE OF FL)

) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 2nd day of November, 2004 by STEVEN R. GOBLE who is personally known to me - _____, and who did take an oath.

[Handwritten Signature]

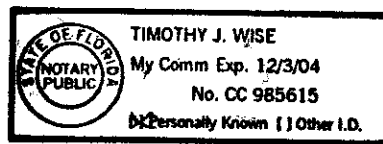
Notary Public Signature

TIMOTHY J. WISE

Printed Name of Notary Public

CC 985615

Notary Commission Number



(NOTARY SEAL)



TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

V#111463
BS 20050194-UTL

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/record against:

Purchase Order # N/A for SHOPPES AT FIDDLESTICKS, PARCEL E project.
ACCT OD5360748700.504930 EASEMENT: ATMF FIDDLESTICKS, LLC
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gullledge
SUE GULLEDGE
2-9-05

Signature Authorization

B. SERVICE RECEIVED:
RECORDING

EASEMENT

O. R. COPIES

PLAT COPIES

CASE # INDEX FEE

DESCRIPTION OF SERVICE RECORDING

AMOUNT OF FEE INCURRED \$

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D

ENTERED

CUST. # 500283

INV. #

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

Strap Number:

22-45-25-12-0000E.0000

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between ATMF Fiddlesticks LLC, a Michigan limited liability company, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.
2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except for that certain Mortgage and Security Agreement dated as of June 26, 2003 in favor of Nationwide Life Insurance Company, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

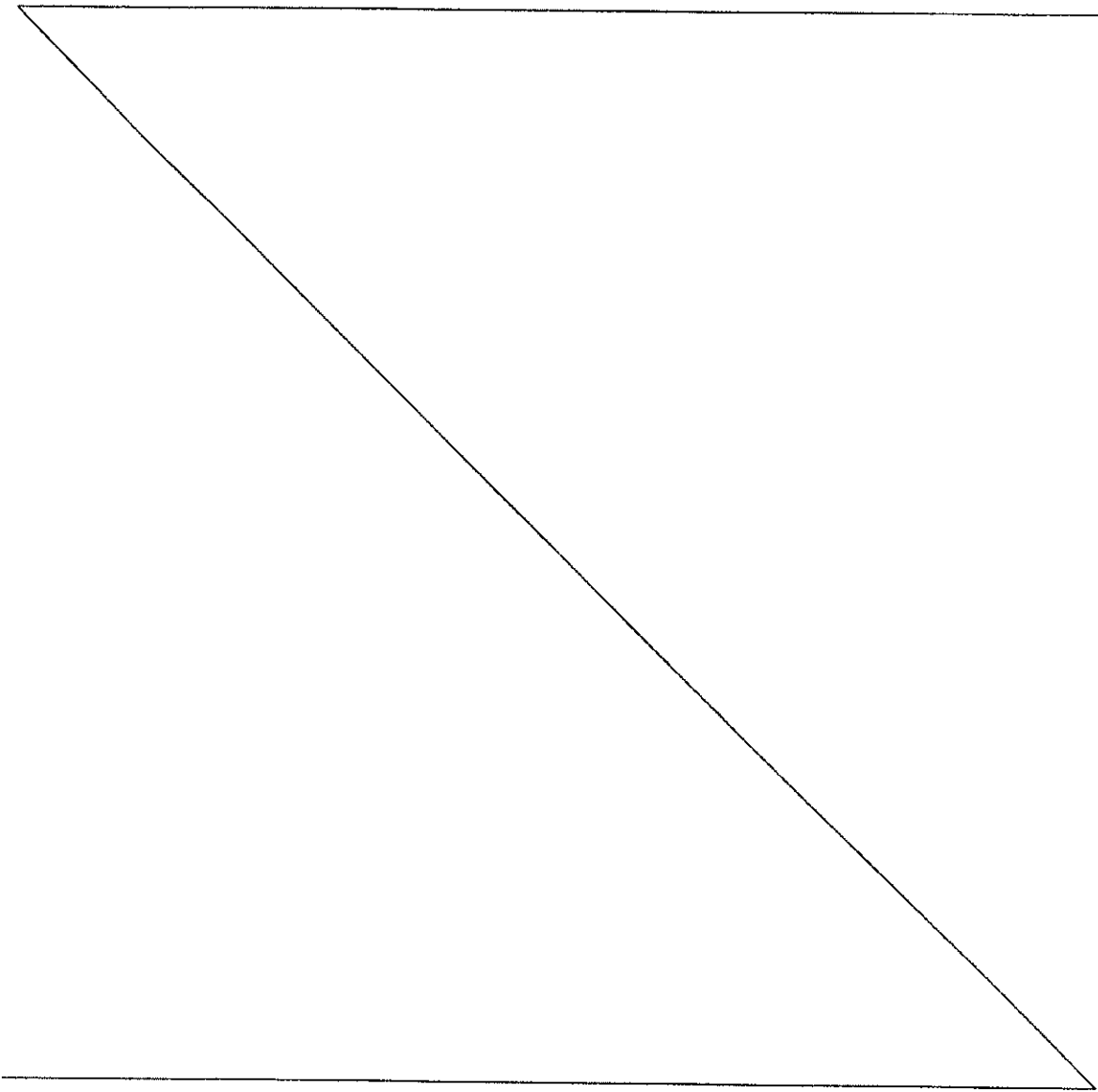
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

ATMF FIDDLESTICKS LLC, a Michigan limited liability company

By: ATMF Fiddlesticks Manager LLC, a Michigan limited liability company its manager

BY: [Signature]

Michael D. Gorge
Its: Member

[Signature]

[1st Witness' Signature]

Marilyn Farley

[Type or Print Name]

[Signature]

[2nd Witness' Signature]

Debra Ann Lis

[Type or Print Name]

STATE OF FLORIDA *MICHIGAN*

COUNTY OF OAKLAND

The foregoing instrument was signed and acknowledged before me this 16th day of Dec 2004, by Michael D. Gorge, member of ATMF Fiddlesticks Manager LLC, the manager of ATMF Fiddlesticks LLC, a Michigan limited liability company who produced the following as identification _____ or is personally know to me, and who ~~did~~ did not take an oath.

[stamp or seal]

[Signature]

[Signature of Notary]

MARILYN J. FARLEY

NOTARY PUBLIC OAKLAND CO., MI

MY COMMISSION EXPIRES 01-23-2007

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 20_____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

BBLs
SURVEYORS & MAPPERS INC.
1502-A RAILHEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: (239) 597-1315
FAX: (239) 597-5207

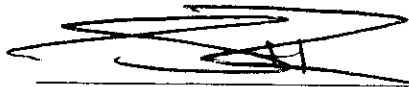
LEGAL DESCRIPTION
LEE COUNTY UTILITY EASEMENT

A PORTION OF PARCEL "E", SHOPPES AT FIDDLESTICKS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72 AT PAGES 49 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID PARCEL E;
THENCE S.89°03'33"W., ALONG THE NORTHERLY LINE OF SAID PARCEL "E",
A DISTANCE OF 156.23 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL
OF LAND HEREIN DISCRIBED; THENCE S.00°56'27"E., A DISTANCE OF 16.00
FEET; THENCE S.89°03'33"W., A DISTANCE OF 20.00 FEET; THENCE
N.00°56'27"E, A DISTANCE OF 16.00 FEET TO SAID NORTHERLY LINE;
THENCE N.89°03'33"E., ALONG SAID NORTHERLY LINE, A DISTANCE OF
20.00 FEET TO THE **POINT OF BEGINNING**.

BEARINGS REFER TO SHOPPES AT FIDDLESTICKS, ACCORDING TO THE
PLAT THEREOF RECORDED IN PLAT BOOK 72 AT PAGES 49 THROUGH 50 OF
THE PUBLIC RECORDS OF LEE COUNTY,

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND
RESERVATIONS OF RECORD.



11/23/04

STEPHEN E. BERRY, STATE OF FLORIDA, (P.S.M. #5296)
BBLs SURVEYORS & MAPPERS INC., (L.B. #6753)

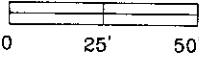
PROOFED BY SB

Z:\PROJECTS\2000\00141PUE.DOC
(SEE ATTACHED SKETCH\00141PUE.DWG)

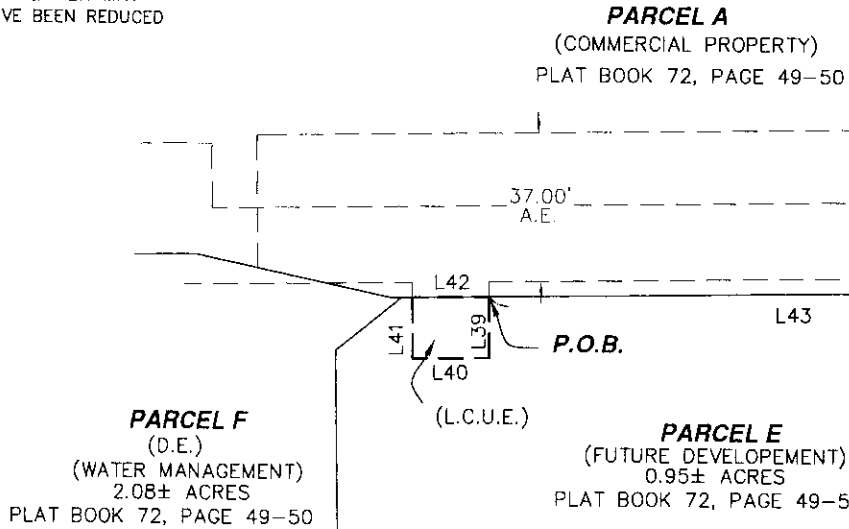
EXHIBIT 'A'



SCALE: 1" = 50'



THIS EXHIBIT MAY
HAVE BEEN REDUCED



LINE TABLE

LINE	BEARING	DISTANCE
L39	S00°56'27"E	16.00
L40	S89°03'33"W	20.00
L41	N00°56'27"W	16.00
L42	N89°03'33"E	20.00
L43	S89°03'33"W	156.23

LEGEND

- P.O.C.** POINT OF COMMENCEMENT
- P.O.B.** POINT OF BEGINNING
- L1** LINE TABLE NUMBER
- L.C.U.E.** LEE COUNTY UTILITY EASEMENT
- P.U.E.** PUBLIC UTILITY EASEMENT
- A.E.** ACCESS EASEMENT
- D.E.** DRAINAGE EASEMENT

NOTES:

- 1.) BEARINGS REFER TO SHOPPES AT FIDDLESTICKS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72 AT PAGES 49 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

SHEET 2 OF 2

THIS IS NOT A SURVEY

DATE: 11/22/04
SCALE: 1" = 50'
DRAWN BY: BUD
APPROVED: SEB

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
LEE COUNTY UTILITY EASEMENT**

**A PORTION OF SECTION PARCEL E
SHOPPES AT FIDDLESTICKS
PLAT BOOK 72, PAGES 49-50
LEE COUNTY, FLORIDA**

**BBLs SURVEYORS &
MAPPERS INC.
1502-A RAIL HEAD
BLVD. NAPLES,
FLORIDA 34110
(239) 597-1315**

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