

PERPETUAL SIDEWALK EASEMENT AGREEMENT

THIS INSTRUMENT PREPARED BY:	I	
	I	
	I	
Robert Eschenfelder, Esq.	I	
Trask Daigneault, LLP	I	
1001 S. Ft. Harrison Ave. Ste. 201	I	
Clearwater, FL 33756	I	
Project Name: Corkscrew Pathway Construction	I	
D.O. #: _____	I	
STRAP #(s): _____	I	
	I	This Space For Recording

THIS PERPETUAL SIDEWALK EASEMENT AGREEMENT (this “Agreement”) is made this 21st day of February, 2024, by and between Lee County Homes Associates IV, LLLP, a Florida limited liability limited partnership (“Grantor”), with the address of 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL 33323, and the Village of Estero, a Florida municipal corporation, with the address of 9401 Corkscrew Palms Circle, Estero FL 33928 (“Village”).

Wherever used herein, the terms “Grantor” and “Village” shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies, wherever the context so admits or requires.

WHEREAS, Grantor is the owner of property situate, lying and being in Lee County, Florida, and described as follows:

See **Exhibit “A”** attached hereto and made a part hereof which contains the legal address (if relevant), parcel number(s), STRAP number(s), and accompanying sketch or description of the portion of the property (the “Easement Area”); and

WHEREAS, the Easement Area lies contiguous to the Corkscrew Road public right-of-way (“Corkscrew Road”); and

WHEREAS, the Village desires an easement for the placement, maintenance and public use of a public sidewalk facility, including any related improvements necessarily incidental thereto, on, over, and across the Easement Area; and

WHEREAS, Grantor is willing to grant such an easement and to construct for the Village a public sidewalk facility, including any related improvements and appurtenant drainage facilities (which may include contouring of abutting land to support, reinforce, and stabilize Corkscrew Road adjacent thereto) within the Easement Area, all in accordance with the plan scope and cost estimate attached hereto as **Exhibit “B”**, which is made a part hereof (collectively, the “Sidewalk

Facilities”); and

WHEREAS, Grantor is willing to grant such easement and construct the Sidewalk Facilities for the Village in exchange for the Village’s reimbursement to Grantor for the actual costs incurred by Grantor in connection with the construction of the Sidewalk Facilities, all upon the terms, but subject to the conditions, hereinafter set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants each to the other made herein and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Grantor does hereby grant and convey unto the Village, its successors and assigns, a perpetual, non-exclusive sidewalk easement and full and free right and authority for pedestrian ingress and egress to members of the public on, over, across and through the Easement Area, and for the right of the Village, at its sole expense, to excavate, construct, maintain, repair, install, relocate, replace, improve, remove, inspect, and rebuild sidewalk facilities within the Easement Area for the above-stated purposes.
3. Grantor further agrees to construct the Sidewalk Facilities within the Easement Area in accordance with **Exhibit “B”**, the Design Specifications (as hereinafter defined) and the conditions of any regulatory permits issued for construction of the Sidewalk Facilities. All regulatory permits for construction of the Sidewalk Facilities will be obtained by the Village at its sole cost and expense. The construction of the Sidewalk Facilities by Grantor will occur in conjunction with Grantor’s grading and landscaping of that portion of the RiverCreek residential community (the “Community”) fronting Corkscrew Road. Grantor will not provide the Village with any warranties with respect to the construction of the Sidewalk Facilities, including, without limitation, warranties as to the quality, use or fitness of any construction, materials or equipment.
4. In exchange for Grantor’s grant of easement and construction of the Sidewalk Facilities, the Village agrees to reimburse Grantor for the actual costs incurred by Grantor in connection with the construction of the Sidewalk Facilities. Grantor shall submit its reimbursement requests, along with reasonable related expense backup documents, to: willems@estero-fl.gov. Unless disputed by the Village in writing, all such reimbursements shall be paid within thirty (30) days of the Village’s receipt of reimbursement requests.
5. The Village, at its sole cost and expense, will prepare the design specifications for the Sidewalk Facilities (the “Design Specifications”). The Design Specifications will be prepared to ensure that the Sidewalk Facilities do not interfere with Grantor’s development of the Community (or any portion thereof). In that regard, no portion of the Sidewalk Facilities (including any landscaping associated therewith) shall block any signage or entry features/monuments for the Community, whether same are located within or outside of the Easement Area. Prior to such time as Grantor intends to commence work in the Easement Area, the Village will deliver a full and complete copy of the Design Specifications to Grantor for review to confirm compliance with the

terms and provisions of this Agreement. If Grantor objects to any portion or aspect of the Design Specifications, the parties agree to cooperate in good faith to resolve such objection to the mutual satisfaction of the parties and the Village will thereafter revise the Design Specifications accordingly to reflect the agreed resolution.

6. Once the Sidewalk Facilities have been constructed and accepted by the Village (which acceptance shall be in writing), they shall become property of the Village and the Village will be solely responsible, at the Village's sole cost and expense, to maintain, repair and/or replace the Sidewalk Facilities (and any modifications and/or additions thereto and/or replacements thereof constructed by or on behalf of the Village) in sound and safe condition, and in accordance with the Village's sidewalk repair and maintenance standards and all other applicable federal, state and local laws, ordinances, rules and regulations. From and after acceptance of the Sidewalk Facilities by the Village, Grantor will have no further responsibility or obligation whatsoever with respect to the maintenance, repair and/or replacement of the Sidewalk Facilities. In addition to the foregoing maintenance, repair and/or replacement obligations, the Village will be responsible to maintain, repair and/or replace all grass and landscaping within the Easement Area lying or located north of the Sidewalk Facilities; provided, however, the Village will not be required to maintain, repair and/or replace any grass or landscaping lying or located south of the Sidewalk Facilities, and Grantor shall remain responsible for such all such maintenance, repair and/or replacement.

7. In accordance with the right granted herein to receive ownership and maintenance responsibility of the constructed Sidewalk Facilities, the Village shall have the right, at the Village's sole cost and expense, to relocate, remove or trim any roots, trees or other vegetation or structures, including fencing or irrigation facilities, within the Easement Area to the extent necessary to excavate, construct, maintain, repair, install, relocate, replace, improve, remove, inspect, and rebuild the Sidewalk Facilities. Following any such activity, the Village will promptly restore to as good or better condition any portions of the Easement Area disturbed or destroyed by such activity.

8. When exercising any of its rights to excavate, construct, maintain, repair, install, relocate, replace, improve, remove, inspect, and rebuild the Sidewalk Facilities, the Village will coordinate the scheduling and logistics of such activities with Grantor to minimize disruptions caused by such activities to Grantor's access to/from, use and enjoyment of Grantor's property.

9. In recognition of the fact that the Sidewalk Facilities will be open to use by the general public, Grantor acknowledges and agrees that the Village shall have the right, in its sole discretion and without notice, to close any portion of the Sidewalk Facilities to pedestrian use should the Village determine that such closure is necessary to prevent injury or loss prior to exercising any of the Village's rights granted pursuant to this Agreement.

10. Notwithstanding that Grantor will be provided the opportunity to review the Design Specifications prepared by the Village, (i) nothing herein shall be read or interpreted as granting Grantor the right, subsequent to Grantor's initial construction of the Sidewalk Facilities, to determine the procurement procedures, the engineering standards, the construction means and methods, or the materials to be used related to the excavation, re-construction, maintenance, repair, re-installation, relocation, replacement, improvement, removal, inspection, or rebuilding of the Sidewalk Facilities and (ii) neither Grantor, nor any of Grantor's partners and affiliates, nor any

of their respective partners, affiliates, shareholders, officers, directors, agents, employees, successors and assigns, either jointly or severally, shall have, assume or incur any liability or responsibility whatsoever, in damages or otherwise, to the Village or any other person or entity by reason or on account of Grantor's review of the Design Specifications or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such review or for any defect in the design or other aspect of any of the Sidewalk Facilities constructed pursuant to or in accordance with the Design Specifications pursuant to this Agreement.

11. The easement rights granted under this Agreement are non-exclusive. Grantor reserves the right to use the Easement Area for any lawful purpose, including the right to grant additional easements and licenses to others across and under the Easement Area, so long as the exercise of such right does not unreasonably interfere with the easement rights granted and conveyed pursuant to this Agreement, and does not result in damage to the Village's installed Sidewalk Facilities or loss of access to the Sidewalk Facilities by public pedestrians. The grant of the easement rights under this Agreement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Area or to grant any rights in and to Grantor's property, other than the Easement Area, in accordance with the terms of this Agreement.

12. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Area, subject to other easements and matters of record. Grantor further warrants that it has the authority to convey this sidewalk easement. Grantor may encumber the Easement Area with a mortgage and related security documents; provided, however, any such mortgage and related security documents shall be subordinate to this easement. The Village will retain ownership of the Sidewalk Facilities on or within the Easement Area once constructed by Grantor and accepted by the Village.

13. The Village will indemnify and hold harmless the Grantor from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the exercise of any rights under this Agreement by the Village, the public or any person (individual or entity) whatsoever (other than the Grantor or its contractors, agents, successors and assigns), provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and only to the extent caused in whole or in part by the negligent acts, faults, omissions or willful misconduct of the Village or its contractors, agents, successors or assigns. The Grantor will indemnify and hold harmless the Village from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Grantor's construction of the Sidewalk Facilities, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which occurred during Grantor's construction of the Sidewalk Facilities, and only to the extent caused in whole or in part by the negligent acts, faults, omissions or willful misconduct of the Grantor or its contractors.

14. Any lien recorded against the Easement Area or any of Grantor's property relative to the Village exercising any of its rights under this Agreement to excavate, construct, maintain, repair, install, relocate, replace, improve, remove, inspect, and rebuild the Sidewalk Facilities shall be deemed an immediate breach, and the Village shall have the obligation to remove or otherwise

cancel or discharge any such lien within thirty (30) days after written notice thereof by Grantor. If the Village fails to have any such lien removed or otherwise canceled or discharged within such thirty (30) day period, Grantor shall thereafter have the right (but not the obligation) to cause such lien to be released and the Village shall pay on demand all of Grantor's costs in connection therewith.

15. The Village shall require its contractors, subcontractors and agents performing any work upon or within the Easement Area to, at all times, carry, keep and maintain in full force and effect the following insurance coverages in a form or forms and with a company or companies reasonably acceptable to Grantor: (i) workmen's compensation insurance in accordance with applicable Florida Statutes, without exemption therefrom; (ii) comprehensive general public liability insurance with a minimum combined single limit of \$1,000,000 for bodily injuries, death, property damage, etc. resulting from any one occurrence (such insurance must be primary insurance and non-contributory with any other insurance carried by Grantor and must have a broad-form hold-harmless provision); (iii) comprehensive automobile liability insurance with a minimum combined single limit of \$500,000 for bodily injury, death and property damage resulting from any one occurrence, including all owned, hired, leased, and non-owned vehicles; and (iv) any and all other insurance coverage required by applicable law. The above described general public liability and automobile liability insurance shall name Grantor, its partners and affiliates, and each of their respective partners, affiliates, shareholders, officers, directors, agents, employees, successors and assigns as additional named insureds, shall include a waiver of subrogation against Grantor, and shall provide that the policy is not cancelable and may not be materially changed until Grantor has received at least 30 days prior written notice thereof from the insurance company. The Village shall provide Grantor with duplicate copies of all insurance policies containing such coverages or appropriate certificates evidencing such coverages prior to its contractors, subcontractors and/or agents entering the Easement Area.

16. In the event of a breach by any party of any of the terms, covenants, restrictions, or conditions of this Agreement, in addition to any other remedy for such breach provided elsewhere in this Agreement, the other party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified in this Agreement shall be cumulative and in addition to all other remedies permitted at law or in equity.

17. All notices or other communications provided for herein shall be in writing and shall be (i) hand delivered, (ii) mailed by registered or certified United States Mail, postage prepaid, return receipt requested, (iii) delivered by overnight courier service, or (iv) emailed to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party, and any notice or other communication given by either party to the other shall be deemed to have been sufficiently given for all purposes when made by personal delivery, upon actual delivery by registered or certified U.S. mail or overnight courier, or upon transmittal by email evidenced by electronic confirmation delivery, to wit:

To Grantor: LEE COUNTY HOMES ASSOCIATES IV, LLLP
 1600 Sawgrass Corporate Parkway, Suite 400
 Sunrise, Florida 33323

Attn: John Asher
Email: John.Asher@glhomes.com

With a copy to: LEE COUNTY HOMES ASSOCIATES IV, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Richard Arkin
Email: Richard.Arkin@glhomes.com

To Village: Village of Estero
Attn: Village Manager
9401 Corkscrew Palms Circle
Estero, Florida 33928
Email: sarkozy@estero-fl.gov

With a copy to: Village of Estero
Attn: Public Works Director
9401 Corkscrew Palms Circle
Estero, Florida 33928
Email: willems@estero-fl.gov

18. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal Law. The parties agree that venue with respect to any state or federal litigation associated with the enforcement of any terms of this Agreement shall lie exclusively in Lee County, Florida.

19. It is intended that the easement, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, and shall bind every person having any fee, leasehold or other interest therein.

20. Each provision contained herein is hereby declared to be independent of and severable from the remaining provisions. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision herein is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

21. No express or implied consent or waiver by a party will be deemed or construed to be a consent or waiver to or of any other event, breach or default hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

22. This Agreement may be amended, modified or terminated only by a written

instrument signed by both parties or their respective successors and assigns, which instrument will only become effective after being recorded in the Public Records of Lee County, Florida.

23. Each of the parties warrants and represents to the other that the individual signing this Agreement on its behalf has the full power and authority to execute and deliver the Agreement and to bind such party.

24. Notwithstanding the actual date(s) of execution, this Agreement shall not become effective until executed by the parties and recorded in the Official Records of Lee County, Florida.

[Signatures and acknowledgements appear on the following pages]

IN WITNESS WHEREOF, Grantor and the Village have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

LEE COUNTY HOMES ASSOCIATES IV, LLLP,
a Florida limited liability limited partnership

By: Lee County Homes IV Corporation, a Florida
corporation, its general partner

By: _____
Richard Arkin, Vice President

Print Name: _____
Address: _____

Print Name: _____
Address: _____

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2024, by Richard Arkin, Vice President of Lee County Homes IV Corporation, a Florida corporation, the general partner of LEE COUNTY HOMES ASSOCIATES IV, LLLP, a Florida limited liability limited partnership, on behalf of said corporation and partnership, and who is ___ personally known to me or who ___ produced _____ as identification.

[Signature of Notary]

[Typed or printed Name]

Notary Seal:

VILLAGE OF ESTERO, FLORIDA

By: _____
Steve Sarkozy, Village Manager

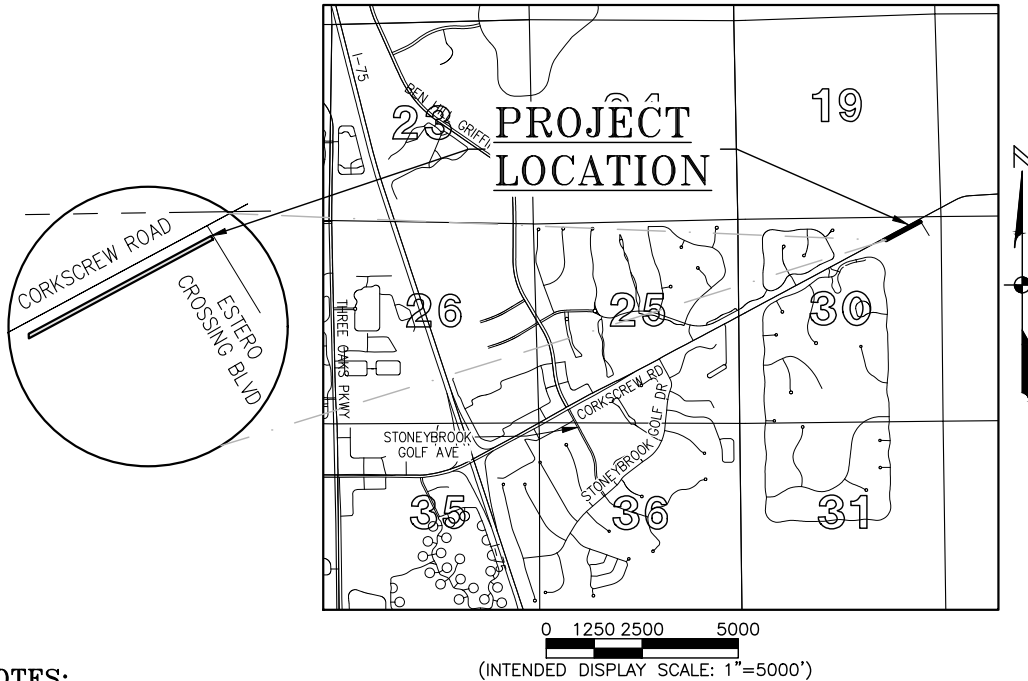
EXHIBIT "A"

Sketch and Description of the Easement Area

[See attached four (4) pages]

**SKETCH AND DESCRIPTION
CORKSCREW ROAD
SLOPE/PATH EASEMENT NO. 14 SOUTH
A PARCEL OF LAND LYING IN
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA**

VICINITY MAP
1"=5000'



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. HORIZONTAL DATA AND COORDINATES SHOWN HEREON ARE N FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF CORKSCREW ROAD, WHEREIN SAID SOUTHERLY RIGHT-OF-WAY BEARS N.61°46'58"E.
4. PARCEL CONTAINS 20,165 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.
5. P.O.B. = POINT OF BEGINNING
6. ORB = OFFICIAL RECORDS BOOK
7. ORI = OFFICIAL RECORDS INSTRUMENT
8. PB = PLAT BOOK
9. CCMB = COUNTY COMMISSION MINUTES BOOK
10. PG = PAGE
11. (P) = PLAT
12. ROW, R/W = RIGHT-OF-WAY
13. LCUE = LEE COUNTY UTILITY EASEMENT
14. DE = DRAINAGE EASEMENT
15. IE = IRRIGATION EASEMENT
16. PUE = PUBLIC UTILITY EASEMENT
17. LBE = LANDSCAPE BUFFER EASEMENT
18. ELB = ENHANCED LANDSCAPE BUFFER
19. AE = ACCESS EASEMENT
20. ME = MAINTENANCE EASEMENT
21. SE/RE = SLOPE/RESTORATION EASEMENT
22. PSE = PERPETUAL SLOPE EASEMENT
23. RDE = REGIONAL DRAINAGE EASEMENT
24. SQ. FT./AC. = SQUARE FEET/ACRES
25. N: = NORTHING
26. E: = EASTING
27. C = CENTERLINE
28. DESCRIPTION ON SHEET 4.
29. NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

THIS IS NOT A SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY:
RICHARD G. DANIELS (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7229
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

c:\2020\20203155-000\Surveying\Sketches\20203155-000 Slope-Path Easement 14 South S&D.dwg (S1) mib Jan 23, 2024 - 2:37pm

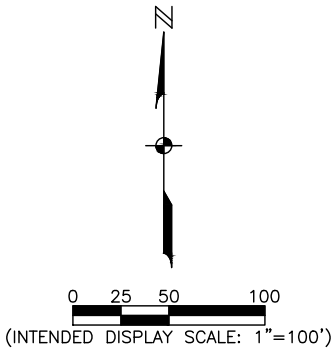
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.



JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

**SKETCH AND DESCRIPTION
SLOPE/PATH EASEMENT NO. 14 SOUTH
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/12/24	20203155-000	30-46-25	AS SHOWN	1 OF 4



MATCHLINE SHEET 3

CORKSCREW ROAD
(PUBLIC RIGHT-OF-WAY, 160' WIDE)

SE'LY RIGHT-OF-WAY OF CORKSCREW ROAD/
NW'LY BOUNDARY OF RIVERCREEK - PHASE ONE

DESCRIBED PARCEL OF
LAND CONTAINS
20,165 SQ. FT. / 0.46± AC., ±
20' WIDE

P.O.B.

THE INTERSECTION OF THE WESTERLY
BOUNDARY OF THE PLAT OF RIVERCREEK -
PHASE ONE, AS RECORDED IN OFFICIAL
RECORDS INSTRUMENT No. 2022000118043,
OF THE PUBLIC RECORDS OF
LEE COUNTY, FLORIDA, AND
THE SOUTHERLY
RIGHT-OF-WAY OF CORKSCREW ROAD
N: 768685.39
E: 739740.49

W BOUNDARY OF
RIVERCREEK - PHASE ONE

STRAP No. 30-46-26-E4-0100B.00CE
WILDCAT RUN COMMUNITY ASSN
TRACT B

WILDCAT RUN
(PB 36, PG 30)

10' PUE(P)
10' PUE(P)
30' ELB, ESE, AE & ME
(P(ORI 2020000306077))
5' SE/RE
(ORI 2006000180860)

LINE LYING 20' S. OF
THE SE'LY RIGHT-OF-WAY

AINSLEY
STREET

12' PSE
(ORI 2021000300681)
10' PUE(P)
25' RDE(P)
60' BUFFER(P)
PATHWAY EASEMENT(P)
(WIDTH VARIES)

N61°46'58"E 1003.14'
S61°46'58"W 1013.33'

30-46-26-E2-020S2.00CE
LEE COUNTY HOMES
ASSOCIATION IV (OPEN SPACE, LBE, DE, IE)(P)

HAWKINS DRIVE
TRACT "R"
(PRIVATE ROW, LCUE, DE, IE, PUE)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°12'38"W	22.45'

c:\2020\20203155-000\Surveying\Sketches\20203155-000 Slope-Path Easement 14 South S&D.dwg (S2) mib Jan 23, 2024 - 2:56pm

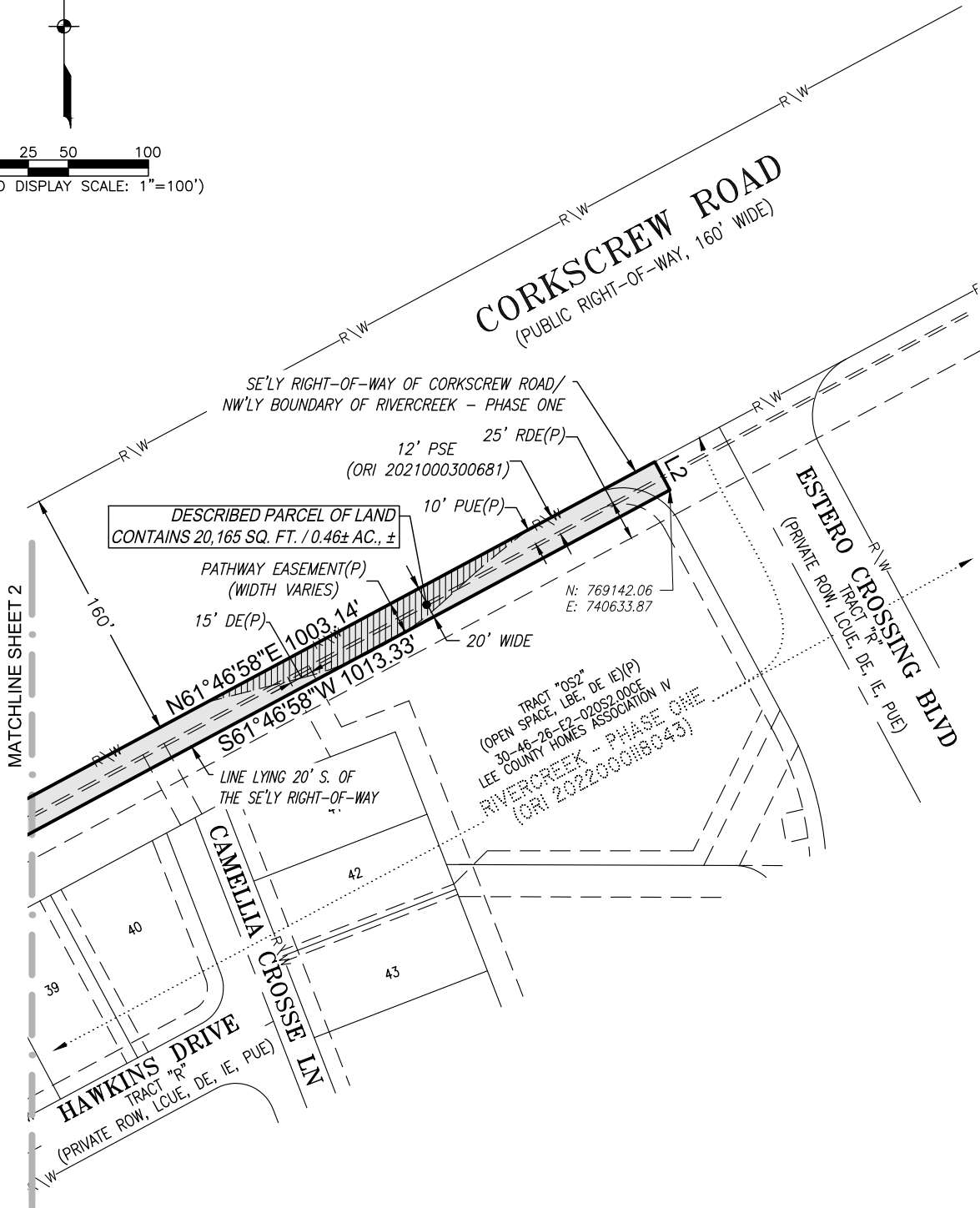
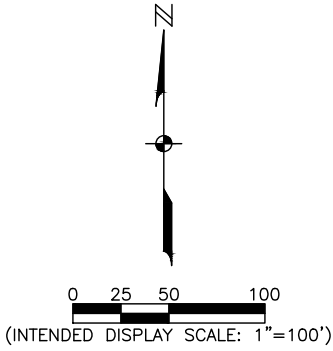
*THIS IS NOT A SURVEY.
*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.



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2122 JOHNSON STREET
FORT MYERS, FLORIDA 33902-1550
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E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
SLOPE/PATH EASEMENT NO. 14 SOUTH
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/12/24	20203155-000	30-46-25	1"=100'	2 OF 4



LINE TABLE		
LINE	BEARING	DISTANCE
L2	S28°13'02"E	20.00'

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 2122 JOHNSON STREET
 FORT MYERS, FLORIDA 33902-1550
 PHONE: (239) 334-0046
 FAX: (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION				
SLOPE/PATH EASEMENT NO. 14 SOUTH SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST VILLAGE OF ESTERO, LEE COUNTY, FLORIDA				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/12/24	20203155-000	30-46-25	1"=100'	3 OF 4

DESCRIPTION

SLOPE/PATH EASEMENT NO. 14 SOUTH
A PORTION OF TRACTS OS2 & R, RIVERCREEK – PHASE ONE
LYING IN
SECTION 30 TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

A PARCEL OF LAND BEING A PORTION OF TRACTS OS2 AND R, ACCORDING TO THE PLAT OF RIVERCREEK – PHASE ONE, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2022000118043 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF THE AFOREMENTIONED PLAT OF RIVERCREEK – PHASE ONE, AND THE SOUTHERLY RIGHT-OF-WAY OF CORKSCREW ROAD (160 FEET WIDE), THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY N.61°46'58"E., 1,003.14 FEET; THENCE DEPARTING SAID SOUTHERLY LINE S.28°13'02"E., 20.00 FEET; THENCE ALONG A LINE 20 FEET SOUTHERLY OF AND PARALLEL WITH SAID RIGHT-OF-WAY S.61°46'58"W., 1,013.33 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED PLAT OF RIVERCREEK – PHASE ONE; THENCE ALONG SAID WEST BOUNDARY N.01°12'38"W., 22.45 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 20,165 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.

*THIS IS NOT A SURVEY.

*NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

O:\2020\20203155-000\Surveying\Sketches\20203155-000 Slope-Path Easement 14 South S&D.dwg (S4) mib Jan 23, 2024 - 2:57pm



JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

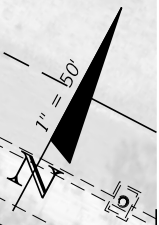
SKETCH AND DESCRIPTION
SLOPE/PATH EASEMENT NO. 14 SOUTH
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/12/24	20203155-000	30-46-25	N/A	4 OF 4

EXHIBIT "B"

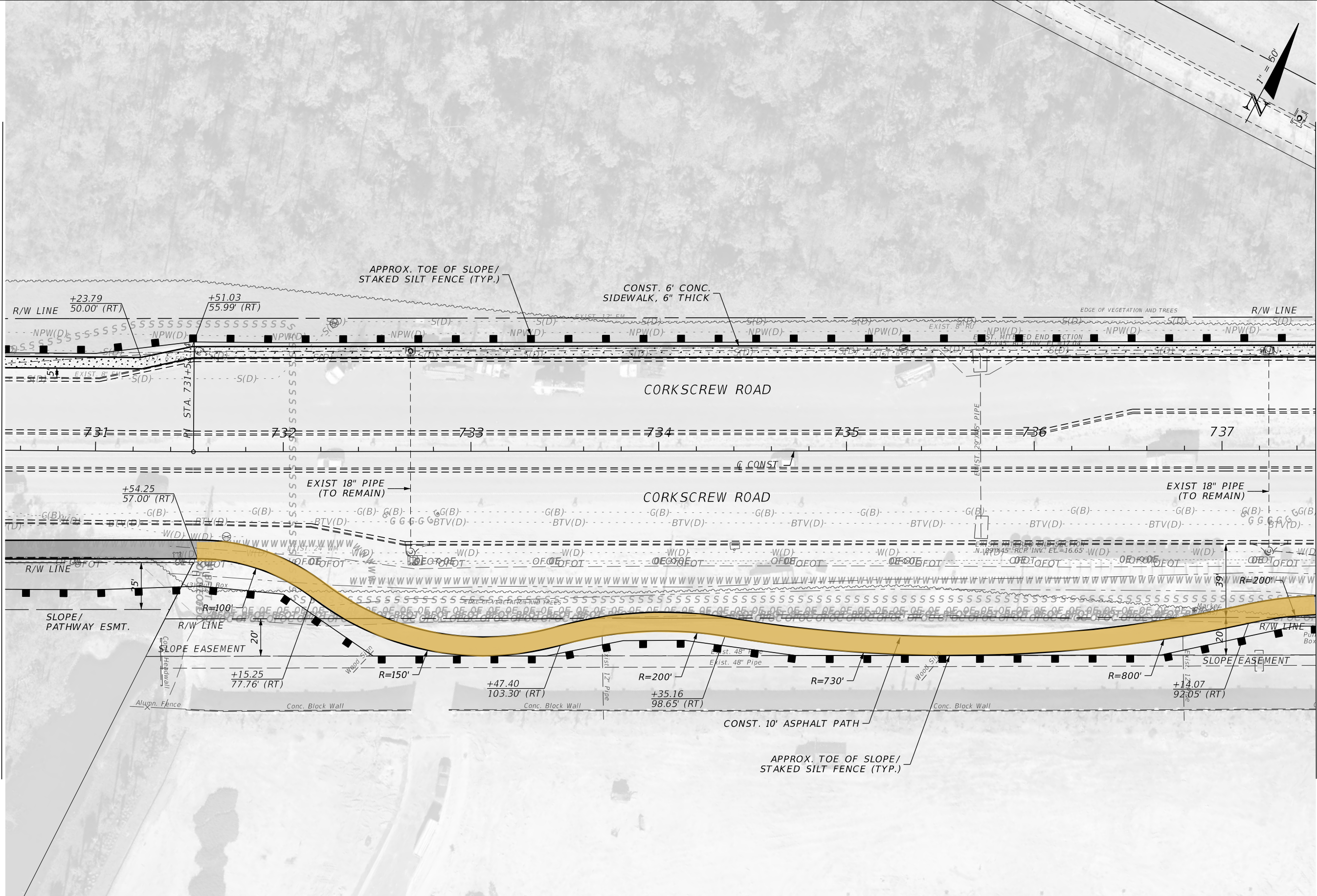
Plan Scope and Cost Estimate

[See attached four (4) pages]



MATCHLINE STA. 730+50.00

MATCHLINE STA. 737+50.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
 2122 JOHNSON STREET
 FORT MYERS, FL 33901
 EB 642 & LB 642
 RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

PLAN SHEET
STA. 730+50 TO STA. 737+50

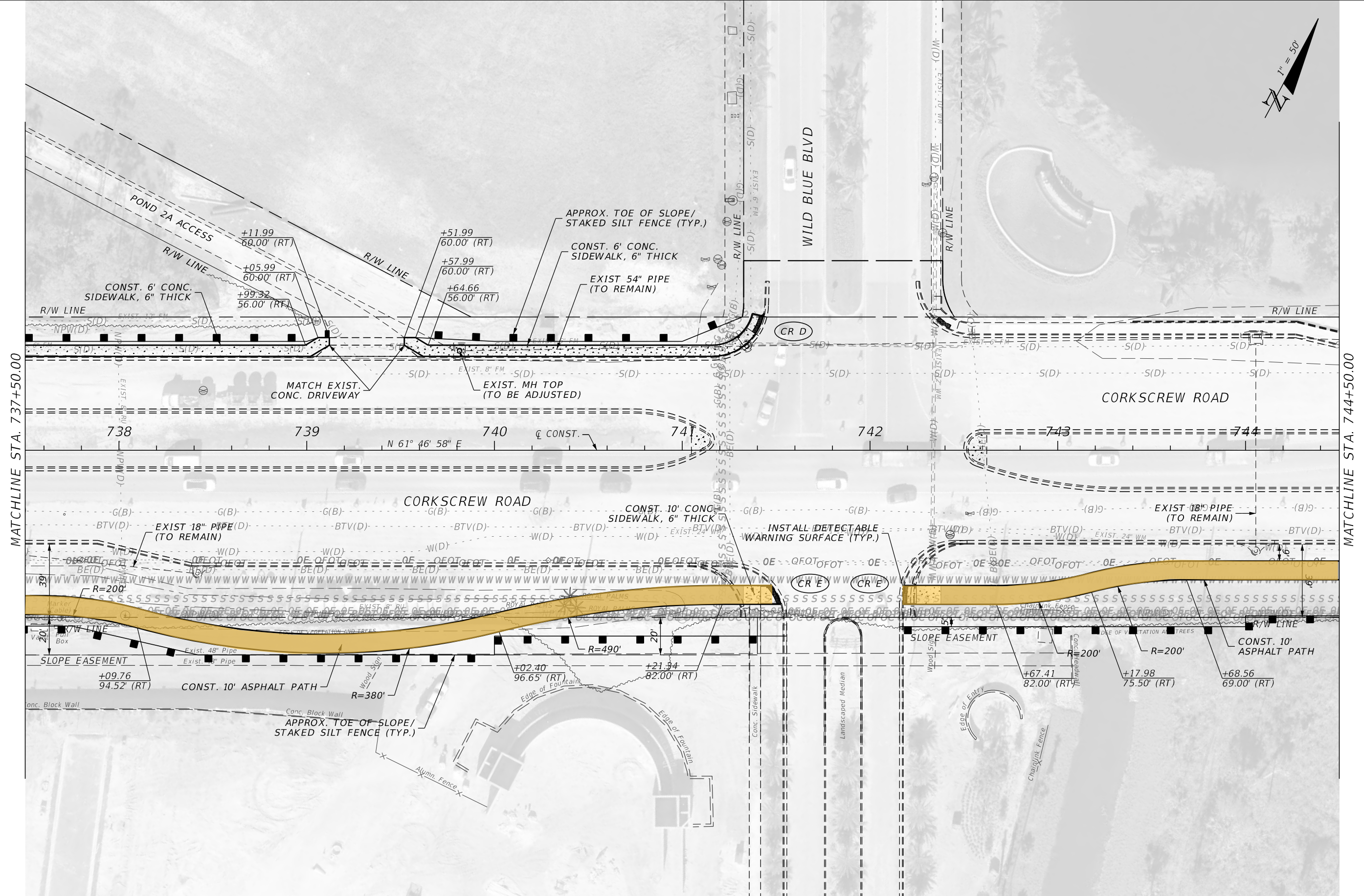
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20

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MATCHLINE STA. 737+50.00

MATCHLINE STA. 744+50.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
 2122 JOHNSON STREET
 FORT MYERS, FL 33901
 EB 642 & LB 642
 RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

PLAN SHEET
 STA. 737+50 TO STA. 744+50

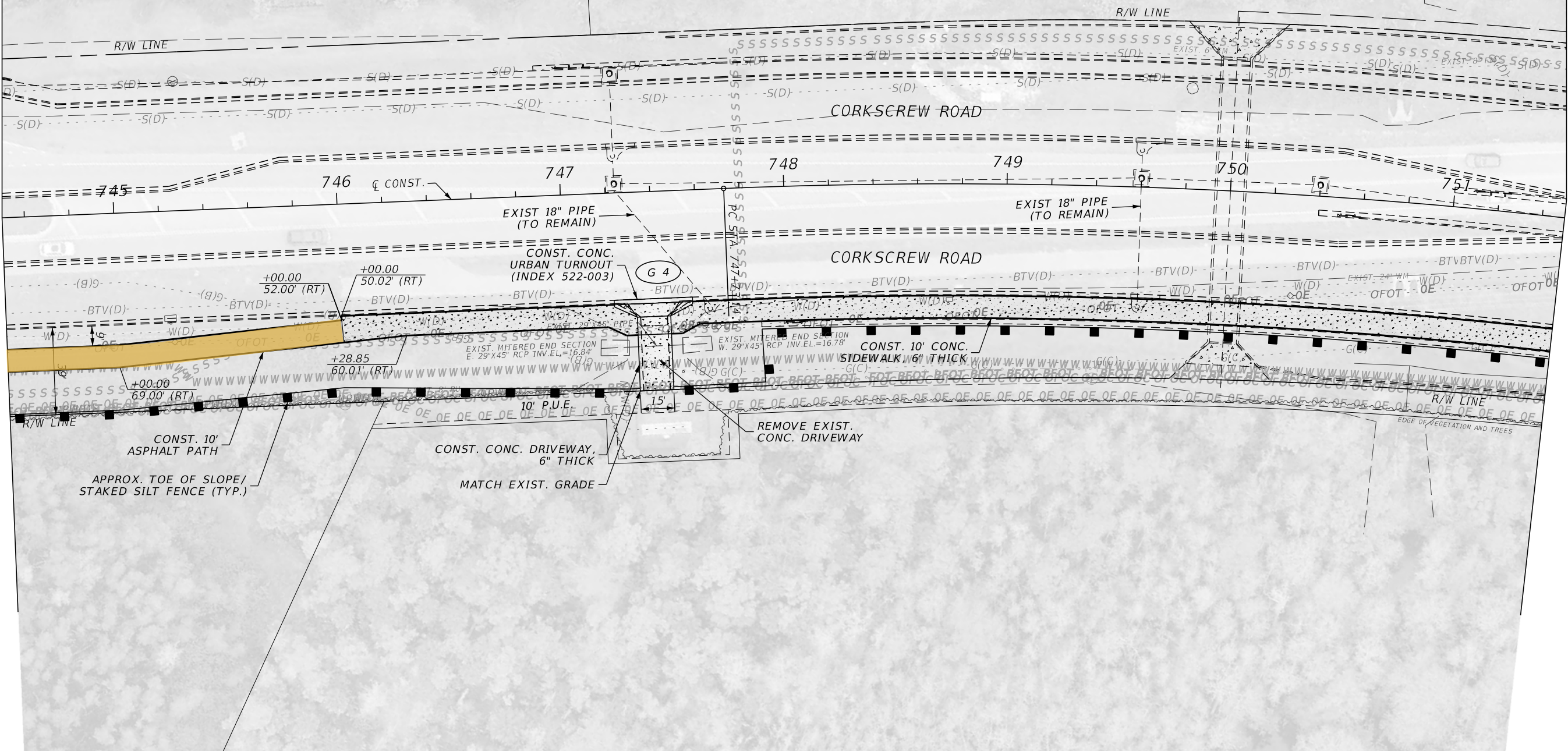
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21

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MATCHLINE STA. 744+50.00

MATCHLINE STA. 751+50.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
 2122 JOHNSON STREET
 FORT MYERS, FL 33901
 EB 642 & LB 642
 RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

PLAN SHEET
STA. 744+50 TO STA. 751+50

SHEET NO.	22
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16651 Old US 41
 Fort Myers, FL 33912
 Phone 239-437-0791

Project:	Corkscrew Crossing				
RFC #:	16-B				
Date:	December 8, 2023				
Respond By:	December 15, 2023				
Project Manager:	Craig Callis				
Email Address:	Craig Callis <Craig.Callis@glhomes.com>				

General Description of Work:	10' wide sidewalk offsite (asphalt pavement)				
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Items	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1.00	LS	\$ 4,058.00	\$ 4,058.00
2	1.5", SP-9.5 Asphalt Paving (Single Lift)	1,593.00	SY	\$ 20.95	\$ 33,373.35
3	6" Limerock Base	1,593.00	SY	\$ 23.80	\$ 37,913.40
4	12" Stabilized Subgrade	1,593.00	SY	\$ 4.36	\$ 6,945.48
5	ADA Mats (2x5)	8.00	EA	\$ 363.00	\$ 2,904.00
6	Layout and Survey	1.00	LS	\$ 5,000.00	\$ 5,000.00
7	Grading	1.00	LS	\$ 14,800.00	\$ 14,800.00
	Total Request for Change				\$ 104,994.23

Notes:					
1. Unit price quote					
2. Maintenance of traffic not included					
3. No import or export of fill material, grading included only on existing contours					
4. No testing included					
5. Prices subject to change after a grading plan is provided					

Authorized Signature: _____ Date: _____

GL Homes