

Kes. 79-23

3-30-23

## OFFSITE UTILITIES AGREEMENT

THIS OFFSITE UTILITIES AGREEMENT (hereinafter, "Agreement") is entered into this 4<sup>th</sup> day of April 2023, by and between:

THE CITY OF CAPE CORAL, a Florida municipal corporation, whose address is 1015 Cultural Park Boulevard, Cape Coral, FL 33990 (herein "City"); and GA-PINNACLE CAPE CORAL, LLC, a Florida Limited Liability Company, whose address is 2970 Luckie Road, Weston, FL 33331 (herein "Developer").

WHEREAS, Developer is the owner of certain real property in Lee County, Cape Coral, Florida more particularly described in Exhibit "A" that is attached hereto and incorporated herein by reference (hereinafter, "the Property" or "Hudson Creek"); and

WHEREAS, Developer is proposing to develop the Property as a mixed use planned development (hereinafter "Project") which will consist of a maximum of 3,500 residential units and 500,000 square feet of commercial uses upon buildout; and

WHEREAS, development of the Project will require certain improvements to the City's potable water transmission, and wastewater transmission systems in order for the Project to connect to City's utility systems; and

WHEREAS, Developer has agreed to construct offsite potable water transmission and wastewater transmission/collection system needed to connect Developer's property to City's utility system; and

WHEREAS, the Developer filed an application for a comprehensive plan amendment, LU19-0001 (hereinafter, "CPA") and an application for a Mixed Use Planned Unit Development rezoning, PUD20-0002 (hereinafter, "MXPUD Rezoning") for the Property, requesting approval of residential and commercial uses and ancillary uses related thereto; and

WHEREAS, the CPA was approved by the City on August 10, 2020; and

WHEREAS, the City and the Developer desire to enter into this Agreement to provide for a plan for the Developer to extend certain infrastructure to the Project in order to allow the Project to connect to the City's utilities;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and of the benefits to accrue to each Party, the City and the Developer agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference. All exhibits to this Agreement are deemed a part hereof.

2. Property Subject to this Agreement. The Property described on the attached Exhibit "A" is subject to this Agreement.

3. Ownership. Developer represents that it is the fee owner of the Property and as such may lawfully enter into this Agreement.

4. Proposed Development of the Property. The Proposed Development of the Property will consist of the following:

A. A maximum of 3,500 single family and multi-family residential dwelling units and customary accessory uses and structures may be developed on the Property, including amenities and other ancillary uses and facilities.

B. A maximum of 500,000 square feet of commercial/retail, industrial and other non-residential uses may be constructed within the Property.

5. Amendments to Conform with Zoning. In the event that the actual development parameters (including the densities and intensities) approved through the zoning process differ from those identified herein, the parties agree to amend this Agreement to reflect such changes.

6. Consistency with Comprehensive Plan. As permitted by the CPA and MXPUD Rezoning, the City finds that the Proposed Development for the Property set forth above is consistent with the City of Cape Coral Comprehensive Plan and land development regulations.

7. Public Facilities. The following public facilities will serve the Proposed Development on the Property:

- A. Potable Water: Potable water will be supplied by the City of Cape Coral Utilities and plant capacity is adequate to serve the Proposed Development.
- B. Wastewater: Wastewater services will be provided by City of Cape Coral Utilities and plant capacity is adequate to serve the Proposed Development.
- C. Solid Waste: Solid waste service will be provided by the hauler franchised by the City and is presently adequate to serve the Proposed Development.
- D. Drainage: Drainage will be in accordance with the applicable environmental resource permit #36-101043-P, App #181015-895("ERP") to be issued by the South Florida Water Management District (SFWMD) for the Property.
- E. Irrigation Water: Irrigation water will be supplied by the Developer.

8. Developer Commitments and Obligations. For and in consideration of the benefits received pursuant to this Agreement, the Developer agrees to the following commitments and obligations:

A. Developer agrees to extend potable water transmission and wastewater transmission/collection systems, (“offsite improvements”) to Developer’s property at its expense, and subject to Contribution in Aid of Construction Fee (CIAC) credits, which shall also be applied to the Developer’s Utility Capital Expansion Fees (UCEF), by the City, all as provided herein. The offsite improvements shall be placed within right of way and/or existing or acquired easements. Any Developer acquired public utility easements shall be at the Developer’s expense and shall include the City as a Grantee. The extensions to be performed by the Developer are as follows:

i. An extension of a wastewater force main and any ancillary infrastructure as required to the Property along a route to be determined by the City to design specifications established and provided by the City. The Developer shall be credited for the proportionate hydraulic share of this extension that is not attributable to the Project with CIAC fee credits, which shall also be applied to the Developer’s UCEFs. The Developer’s calculated proportionate hydraulic share shall be defined as follows: the Hudson Creek designed flow rate (expressed in gallons per minute) divided by the total flow rate capacity of the transmission wastewater force main, as determined by the City’s Utilities Master Plan Update hydraulic modeling at buildout conditions. CIAC Fee credits shall be applied to all equivalent single-family residential units (ERU’s) and shall be determined by the City on a case-by-case basis for nonresidential development. Developer shall provide to the City an engineer’s opinion of probable cost for the costs to be credited by the City prior to construction. Credits shall be based upon the actual costs of the extension as documented by an affidavit of actual costs from the Developer’s engineer after the installation of the line and acceptance of the line for service by the City. In the event that the City disagrees with the Developer’s engineer’s affidavit of actual costs, the City may submit an affidavit of costs from an engineer of its choice. If the parties are still unable to agree following submission of the City’s engineer’s affidavit of costs, the parties shall mutually select a third engineer to submit an affidavit of costs, which shall be binding on the parties. Reimbursement shall be in the form of CIAC Fee credits, which shall also be applied to the Developer’s UCEF’s. The credits shall be determined within a reasonable time not to exceed 60 days from the submittal of the final affidavit of actual costs as described above, or final resolution of the parties as to the costs to be credited.

ii. An extension of a potable water main to the Property along a route to be determined by the City to design specifications established and provided by the City. The Developer shall be credited by the City for the proportionate hydraulic share of this extension that is not attributable to the

Project with Contribution in Aid of Construction (CIAC) Fee credits, which shall also be applied to the Developer's UCEFs. The Developer's calculated proportionate hydraulic share shall be defined as follows: the Hudson Creek designed flow rate (expressed in gallons per minute) divided by the total flow rate capacity of the transmission potable water main as determined in the City's Utilities Master Plan Update hydraulic modeling at buildout conditions. CIAC Fee credits shall be applied to all equivalent single-family residential units (ERU's) and shall be determined by the City on a case-by-case basis for nonresidential development. Developer shall provide to the City an engineer's opinion of probable cost for the costs to be credited by the City prior to construction. Credits shall be based upon the actual costs of as the extension as documented by an affidavit of actual costs from the Developer's engineer after the installation of the line and acceptance of the line for service by the City. In the event that the City disagrees with the Developer's engineer's affidavit of actual costs, the City may submit an affidavit of costs from an engineer of its choice. If the parties are still unable to agree following submission of the City's engineer's affidavit of costs, the parties shall mutually select a third engineer to submit an affidavit of costs, which shall be binding on the parties. Reimbursement shall be in the form of CIAC Fee credits, which shall also be applied to the Developer's UCEF's. The credits shall be determined within a reasonable time not to exceed 60 days from the submittal of the final affidavit of actual costs as described above, or final resolution of the parties as to the costs to be credited.

iii. On-Site Utility Capital Expansion Fees (UCEF) and Contribution in Aid of Construction Fees (CIAC). Developer shall be required to pay on-site Water, Wastewater, and Irrigation UCEF and CIAC Fees as required by the City Code. Said UCEF and CIAC Fees may be prorated and payable by each parcel within the subdivision of the Property, according to the then-current rates adopted by the City, at the time of the issuance of a building permit for a structure to be constructed on such parcel, provided, however, that the entire balance, if any, of the UCEF and CIAC Fees not previously paid, shall be due and payable by Developer no later than ten (10) years after the date of the issuance of credits. Developer agrees to pay any remaining UCEF and CIAC Fees due for the Property within ten (10) years of the date of the issuance of credits. In the event the remaining fees are not paid by the due date described above, Developer acknowledges that a lien will be placed on the Property until such time as the remaining fees are paid, and/or the remaining fees may be collected as special assessments imposed against the Property in accordance with the City Code. Recording and release of any such lien shall be at Developer's expense. Developer agrees that if development of the Property requires additional Equivalent Residential Units ("ERUs") in excess of the credits received by the Developer, UCEF and CIAC Fees will be due for the additional ERUs in the manner and amounts then applicable under the City Code. UCEF and CIAC Fees applicable to any development on the Property comprising non-residential uses within the meaning of the City's Land Use and Development Regulations shall be paid in the manner and amounts then applicable under the City Code. In addition to UCEF and

CIAC Fees, any other fees specified by the City Code, including but not limited to Impact Fees, shall be paid by Developer.

iv. Credit Against On-Site UCEF and CIAC. The cost of the Off-Site Improvements shall be applied against the respective on-site Utility Capital Expansion Fees (UCEF) and Contribution in Aid of Construction (CIAC) Fees. Credit for the Off-Site Improvements shall be based upon Developer's actual, final cost as certified to the City and shall be approved by the Utilities Director, or his/her designee, for reasonableness, in accordance with the following:

If the Developer's final cost for off-site potable water and wastewater improvements is greater than the aggregate on-site potable water and wastewater UCEF and CIAC Fees, the potable water and wastewater UCEF and CIAC Fees shall be considered paid in full. If the total potable water and wastewater UCEF and CIAC Fees are greater than the Developer's total cost for the off-site potable water and wastewater, improvements, then Developer shall pay CIAC and UCEF fees with cash or credits as provided in subsection E, below.

The City and Developer agree there are no refundable advances available for the Off-Site Improvements.

Any other fees specified by the City Code shall be paid by Developer.

vi. In no event shall the Developer receive Credits in an amount greater than the difference between the capitalized cost of the off-site improvements and the Developer's own hydraulic share of the improvements.

B. The Developer's obligations under this agreement are expressly contingent upon and may not be enforced by the City until: (1) the expiration of all applicable periods for judicially or administratively appealing or challenging the CPA, the MXPUD Rezoning, the U.S. Army Corps of Engineers permit issued for the Property pursuant to Section 404 of the Clean Water Act ("Corps Permit"), and the South Florida Water Management District Environmental Resource Permit ("ERP") (the CPA, MXPUD Rezoning, Corps Permit, and ERP being collectively referred to herein as "the Permits"), without an appeal or challenge being filed to any or all of the Permits or, if filed, until such appeal(s) or challenge(s) are decided or resolved in a manner that upholds the validity of the Permits as approved by the issuing governmental authority and the level of development described in paragraph 4 above; (2) review and approval by the City of the opinion of probable costs pursuant to paragraph 11; and (3) issuance of site permits (i.e., on-site utility installation, roads, stormwater, etc.) for Hudson Creek.

C. Any on-site utilities required for the provision of potable water and wastewater service to the Property will be constructed by Developer, in accordance with the MXPUD Rezoning, and utility standards and requirements adopted by the City and other applicable governmental and regulatory authorities.

D. Any on site utilities required for the provision of irrigation to the Property

will be constructed by Developer, in accordance with the MXPUD Rezoning and utility standards and requirements adopted by the City and other applicable governmental and regulatory authorities.

E. Upon application to connect to the City's wastewater, potable water, and irrigation services, Developer will pay to the City, or use the aforementioned CIAC Fee credits toward, the applicable Utility Capital Expansion Fees and CIAC Fees in the amount due for that portion of the Project that is connecting to City services.

F. No plat shall be recorded on the Property prior to the extension of potable water, wastewater, and irrigation water to the Property, unless the plat depicts lots, tracts, or parcels in compliance with all applicable regulations for property not serviced by said utilities. Notwithstanding the foregoing, the City may issue Developer site permits (i.e., on-site utility installation, roads, stormwater, etc.) prior to recording a plat. However, the City shall not issue permits for vertical construction of structures until the plat is recorded and the utility extension is substantially complete.

9. Availability of Treatment Plant Capacity. Developer understands and agrees that in order to be assured of adequate capacity for the services identified herein, Developer is required to pay applicable fees and that developer will not be assured of adequate plant capacity for any unit until such time as all applicable fees are paid for that unit.

10. Transfer of Facilities to City. Upon completion of construction of the offsite improvements installed by Developer pursuant to this Agreement, and acceptance by the City, the Developer agrees that the offsite improvements shall become the property of the City, and Developer shall transfer same to City by Bill of Sale in a form acceptable to parties.

11. Design Standards. The design for the offsite improvements authorized by this Agreement shall be prepared by a professional engineer registered in the State of Florida and regularly engaged in the field of Civil, Sanitary or Environmental Engineering. The design proposed by Developer must be approved by the City Utility Department and must conform to City standards for installation and extension of such facilities. Developer shall obtain all required permits and pay permit, inspection and other applicable fees. Developer shall also pay to City a fee commensurate with the cost to City of reviewing the engineering plans and furnishing to Developer's engineer information regarding location and criteria. Prior to commencement of construction of the offsite improvements, the Developer shall provide an affidavit of probable costs of the creditable offsite improvements for review and approval by the City.

12. Inspection of Improvements. During all phases of the construction and installation of the offsite improvements, City may inspect all facilities installed to ensure that they are in conformance with City ordinances, regulations, and practices. All constructed facilities determined not to be in compliance with City practices, regulations, or ordinances shall be corrected by Developer at its sole expense. At its discretion, City may be present at all tests of the component parts of the system installed by Developer to

ensure that the system, as constructed, conforms to City standards. The City will charge a one-time inspection fee not to exceed the actual inspection cost or four percent (4%) of the project construction cost of the facilities installed by the Developer, whichever is less. No fee charged herein shall be intended or interpreted as a waiver of City permit fees or inspection fees for other services required by the City of Cape Coral Codes.

13. Right of Way Permits. Prior to commencing construction of the off-site improvements, Developer shall apply for and obtain, at its own expense, any right of way permits required by the City Code of Ordinances and/or Land Use and Development Regulations for installation of the off-site improvements in City rights of way.

14. Reimbursement. Developer shall (i) reimburse the City for all damages to property owned or under the control of or use by the City caused by Developer's installation or construction and (ii) reimburse every owner of property abutting the location of any installed systems under this Agreement for any physical injury or loss caused by Developer's installation or construction activities. Developer agrees to re-sod or re-seed depending upon existing condition all swales damaged by the construction and all physical damage which shall be done to any of the aforementioned property, either abutting or above the line through any act or omission by the Developer or any contractor, subcontractor, or person in the course of any employment in the construction of the facilities authorized by this Agreement.

15. Compaction. The Developer shall ensure that proper compaction of all trenches in driveways and roads are to a minimum of ninety-eight percent (98%) density and swales and rights-of-way are to a minimum of ninety-five percent (95%) density to assure stabilization of all replacement swales and driveway aprons.

16. Florida Department of Environmental Standards. In the event Developer fails to develop its property as planned, Developer shall be responsible for the costs to the City of flushing the potable water mains in order to maintain disinfection residuals (i.e. chlorine) at a level required by the Florida Department of Environmental Protection, or other governmental agency.

17. Amendment and Termination.

A. This Agreement may be amended or terminated with the Parties' mutual consent, in writing signed by both Parties.

B. At the Developer's option, Developer may terminate this Agreement if any or all of the contingencies identified herein are not satisfied within twenty-four (24) months of the effective date of this Agreement.

C. At the City's option, in the event the Developer fails to commence the extension of the utilities, or the extension is less than fifty percent (50%) complete, upon the City's approval of an Initial Resolution for the extension of utilities to the Developer's Property pursuant to the Utility Expansion Program (UEP), this Agreement shall be terminated and the Property shall be subject to the UEP's special assessments. In

the event that the City elects to terminate this agreement and complete the construction of off-site utilities, the City shall reimburse the Developer for the actual costs of the improvements completed by the Developer at the time the agreement is terminated.

D. Unless otherwise terminated or amended as stated within this paragraph, this Agreement shall terminate ten (10) years from the date of the issuance of CIAC and UCEF credits provided herein. Notwithstanding such termination, the CIAC and UCEF credits issued pursuant to this agreement shall not expire.

18. Periodic Review. The City will review this Agreement annually beginning on the first anniversary of the Effective Date to determine if there has been good faith compliance with the terms of this Agreement. If the City determines, on the basis of substantial competent evidence, that there has been a failure to comply in good faith with the terms of this Agreement, the City may, after notice to Developer specified in paragraph 19 below and a public hearing, modify this Agreement to ensure good faith compliance or may terminate the Agreement.

19. Notices. All notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested to the following addresses, or to such other person or address as any Party may designate from time to time in writing:

If to the Developer: GA-Pinnacle Cape Coral, LLC  
2970 Luckie Road  
Weston, FL 33331  
Attn: David Kraizgrun

with a copy to: Henderson, Franklin, Starnes & Holt, P.A.  
1715 Monroe St.  
Fort Myers, Florida 33901  
Attn: Richard B. Akin

If to the City: City of Cape Coral  
1015 Cultural Park Blvd.  
Cape Coral, FL 33990  
Attn: City Manager

with a copy to: City of Cape Coral  
1015 Cultural Park Blvd.  
Cape Coral, FL 33990  
Attn: City Attorney

20. Remedies. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default. If the default can not reasonably be cured within the ninety (90) day period, such period shall

be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.

21. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement shall be exclusively in Lee County, Florida.

22. Severability. If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, the remaining portions or provisions of this Agreement shall not be affected or impaired, each remaining provision shall remain in full force and effect, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. Entire Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, regarding the Proposed Development of the Property between the Parties.

24. Covenants Running with the Land; Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land, and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns. The obligations of the Developer may be assigned to one or more successor developers, property owners associations or to one or more CDDs, and the Developer shall thereafter be relieved of all obligations hereunder. In the event of such assignment(s), the UCEF credits and CIAC credits specified in paragraph 8 will be issued to the assignee(s) in transferable form to pay UCEF fees and CIAC fees to the City for development of the Property as provided in paragraph 8.B.

25. Effective Date. This Agreement will become effective upon full execution by both Parties and recording of the Agreement in the Public Records of Lee County pursuant to paragraph 26 below. As provided in paragraph 8.B. above, Developer's obligations under paragraph 8 are expressly contingent upon and may not be enforced by the City until the contingencies identified in paragraph 8.B. have been met.

26. Recording of Agreement. This Agreement will be recorded by the City in the Public Records of Lee County within fourteen (14) days of approval by the Cape Coral City Council. The costs of recording this Agreement will be paid by the Developer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

WITNESSES:

GA-PINNACLE CAPE CORAL, LLC, a Florida limited liability company

*Ashley Wilder*  
Print Name: Ashley Wilder

*Ornella Panvini*  
Print Name Ornella Panvini

By: *David Kraizgrun*  
Name: DAVID KRAIZGRUN  
Title: MANAGER

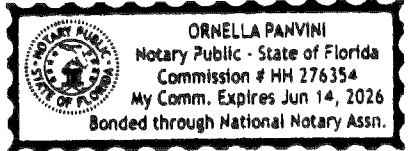
STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9 day of March, 2023, by DAVID KRAIZGRUN, as MANAGER of GA-PINNACLE CAPE CORAL, LLC, a Florida limited liability company, who is personally known to me or who produced FLDL K626160231884 as identification.

*Ornella Panvini*  
Notary Public Signature

My Commission Expires: June 14, 2026 Ornella Panvini  
Type/Print Notary Public Name

Commission No.: HH 276354



ATTEST:

CITY OF CAPE CORAL, FLORIDA

By: Kimberly Bruns  
Clerk

By: Michael Ilczyszyn  
Michael Ilczyszyn, Interim City  
Manager

Kimberly Bruns  
Print Name

Approved as to form:

John S. Soto  
Office of City Attorney

Exhibits:

- A. Legal Description and Sketch of the Property

**Exhibit A**

**Legal Description and Sketch of the Property**

## DESCRIPTION

Parcel in  
Sections 17, 20, 21, 22 and 27, Township 43 South, Range 23 East,  
City of Cape Coral, Lee County, Florida

A tract or parcel of land lying in Sections 17, 20, 21, 22 and 27, Township 43 South, Range 23 East, City of Cape Coral, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 21 run  $N89^{\circ}41'40''E$  along the North line of the Northwest Quarter (NW 1/4) of said Section 21 for 2,717.10 feet to the North Quarter corner of said Section 21; thence run  $N89^{\circ}41'47''E$  along the North line of the Northeast Quarter (NE 1/4) of said Section 21 for 2,717.80 feet to the Northeast corner of said Section 21; thence run  $S00^{\circ}01'29''E$  along the East line of the Northeast Quarter (NE 1/4) of said Section 21 for 2,688.00 feet to the East Quarter corner of said Section 21; thence run  $S00^{\circ}01'32''E$  along the East line of the Southeast Quarter (SE 1/4) of said Section 21 for 2,687.95 feet to the Southwest corner of said Section 22; thence run  $S89^{\circ}43'38''E$  along the South line of the Southwest Quarter (SW 1/4) of said Section 22 for 1,332.20 feet to the Southeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 22; thence run  $N00^{\circ}05'09''E$  along the East line of said Fraction for 1,343.25 feet to the Northeast corner of said Fraction; thence run  $N89^{\circ}41'48''W$  along the North line of said Fraction for 667.41 feet; thence run  $N00^{\circ}01'32''W$  parallel with the West line of the Southwest Quarter (SW 1/4) of said Section 22 for 1,343.62 feet to an intersection with the North line of said Fraction; thence run  $S89^{\circ}39'58''E$  along said North line for 2,007.45 feet to the center of said Section 22; thence run  $S00^{\circ}11'51''W$  along the East line of said Fraction for 1,342.53 feet to Northwest corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 22; thence run  $S89^{\circ}41'48''E$  along the North line of said Fraction for 1,334.85 feet to the Northeast corner of said Fraction; thence run  $S00^{\circ}18'38''W$  along the East line of said Fraction for 1,341.82 feet to the Southeast corner of said Fraction; thence run  $S89^{\circ}43'38''E$  along the North line of the Northeast Quarter (NE 1/4) of said Section 27 for 1,332.20 feet to the Northeast corner of said Section 27; thence run  $S01^{\circ}52'03''W$  along the East line of the Northeast Quarter (NE 1/4) of said Section 27 for 495.86 feet to an intersection with the Northwesterly line of the record plat of "CAPE CORAL UNIT 41", recorded in Plat Book 17, Page 48, Lee County Records; thence run  $S62^{\circ}45'15''W$  along said Northwesterly line for 6,067.21 feet to an intersection with the West line of the Southwest Quarter (SW 1/4) of said Section 27; thence run  $N00^{\circ}27'14''E$  along said West line for 617.38 feet to the West Quarter corner of said Section 27; thence run  $N01^{\circ}38'10''E$  along the West line of the Northwest Quarter (NW 1/4) of said Section 27 for 2,682.33 feet to the Southeast corner of said Section 21; thence run  $S89^{\circ}06'18''W$  along the South line of the Southeast Quarter (SE 1/4) of said Section 21 for 2,663.99 feet to the South Quarter corner of said Section 21; thence run  $S88^{\circ}59'20''W$  along the South line of the Southwest Quarter (SW 1/4) of said Section 21 for 2,816.08 feet to the Southeast corner of said Section 20; thence run  $N00^{\circ}26'27''E$  along the East line of the Southeast Quarter (SE 1/4) of said Section 20 for 2,719.43 feet to the East Quarter corner of said Section 20; thence run  $N00^{\circ}26'49''E$  along the East line of the Northeast Quarter (NE 1/4) of said Section 20 for 510.47 feet to an intersection with the South line of the North 135 Acres of the East Half (E 1/2) of said Section 20; thence run  $S89^{\circ}38'05''W$  along said South line for 2,662.23 feet to an intersection with the East line of the West Half (W 1/2) of said Section 20; thence run  $S00^{\circ}25'00''W$  along said East line for 1,796.12 feet; thence run  $N89^{\circ}18'43''W$  parallel with the South line of said Section 20 for 2,362.83 feet to an intersection with the East right of way line of Burnt Store Road, (County

## DESCRIPTION (CONTINUED)

Road No. 765) as described in a deed recorded in Instrument No. 2008000197975, Lee County Records, also being the East line of the West 287 feet of said Section 20; thence run  $N00^{\circ}13'57''E$  along said East line for 3,960.83 feet to an intersection with the North line of the Northwest Quarter (NW 1/4) of said Section 20; thence run  $N89^{\circ}37'38''E$  along said North line for 2,375.75 feet to the North Quarter corner of said Section 20; thence run  $N00^{\circ}47'42''E$  along the West line of the East Half (E 1/2) of said Section 17 for 5,345.68 feet to the North Quarter corner of said Section 17; thence run  $N88^{\circ}34'49''E$  along the North line of the Northeast Quarter (NE 1/4) of said Section 17 for 2,674.39 feet to the Northeast corner of said Section 17; thence run  $S00^{\circ}54'06''W$  along the East line of the Northeast Quarter (NE 1/4) of said Section 17 for 2,697.45 feet to the East Quarter corner of said Section 17; thence run  $S00^{\circ}53'28''W$  along the East line of the Southeast Quarter (SE 1/4) of said Section 17 for 2,697.67 feet to the POINT OF BEGINNING.

Containing 1,734.04 acres, more or less.

LESS AND EXCEPT (Being those same lands described in a deed recorded in Instrument No. 2016000068523, Lee County Records):

COMMENCING at the North Quarter corner of said Section 20 run  $N89^{\circ}38'05''E$  along the North line of the Northeast Quarter (NE 1/4) of said Section 20 for 1,334.73 feet to an intersection with the Westerly line of Parcel 7, as described in a deed recorded in Instrument No. 2016000072427, Lee County Records; thence run  $S15^{\circ}46'07''E$  along said Westerly line for 103.73 feet to an intersection with the South line of the North 100 feet of said Section 20 and the POINT OF BEGINNING.

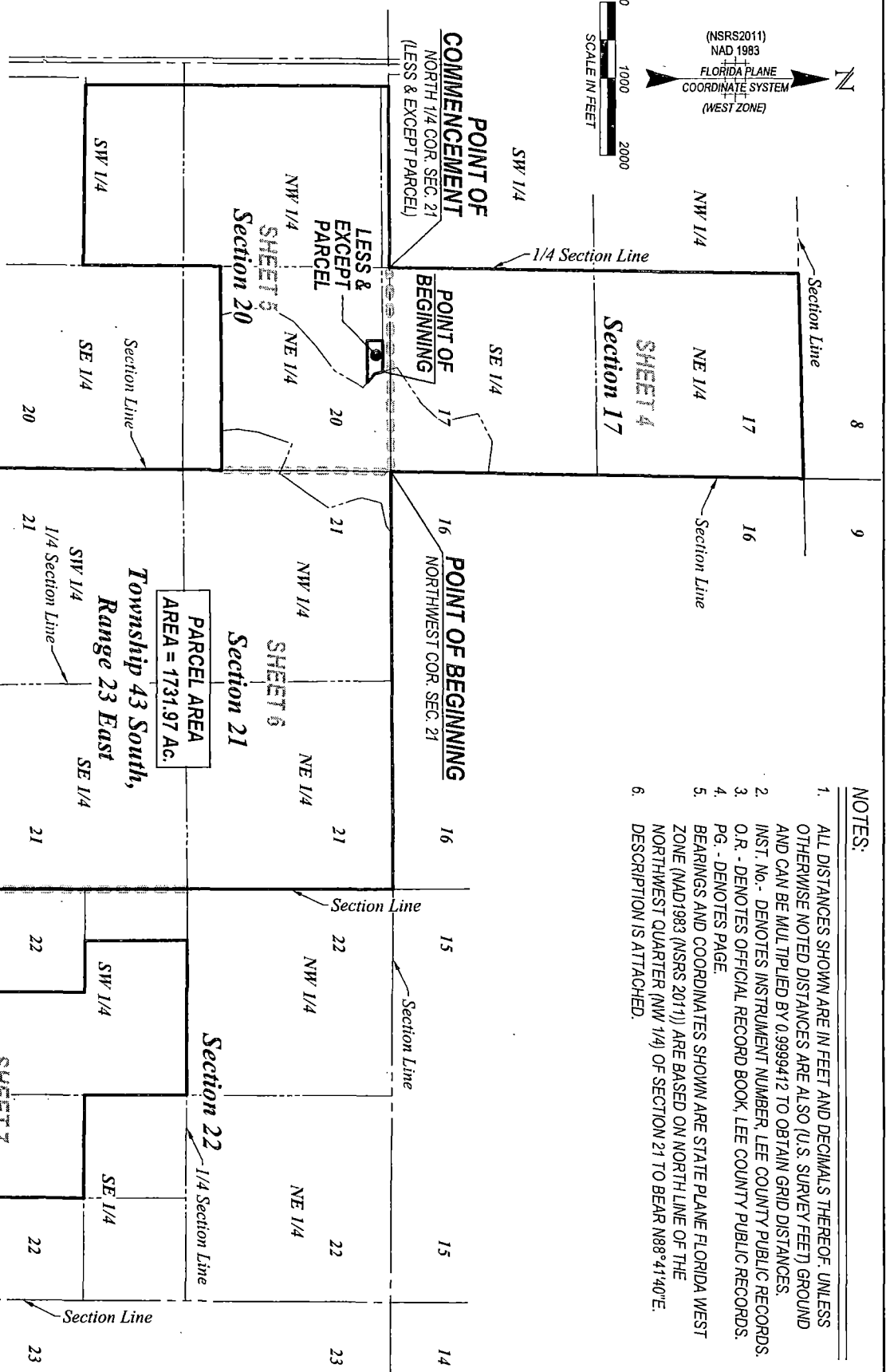
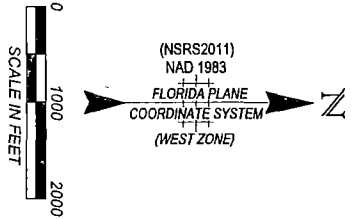
From said Point of Beginning run along the Easterly, Southerly and Westerly line of said lands described in a deed recorded in Instrument No. 2016000068523, Lee County Records line, the following four (4) courses:  $S15^{\circ}46'07''E$  for 109.02 feet;  $S49^{\circ}17'46''E$  for 144.45 feet;  $S89^{\circ}38'05''W$  for 541.46 feet and  $N00^{\circ}21'55''W$  for 200.00 feet to an intersection with said South line of the North 100 feet of said Section 20; thence run  $N89^{\circ}38'05''E$  along said South line for 403.60 feet to the POINT OF BEGINNING.

Containing 2.07 acres, more or less.

Containing a net area of 1,731.97 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the North line of the Northwest Quarter (NW 1/4) of Section 21 to bear  $N88^{\circ}41'40''E$ .

\_\_\_\_\_  
 Scott A. Wheeler (For The Firm)  
 Professional Surveyor and Mapper  
 Florida Certificate No. 5949



**THIS IS NOT A SURVEY**

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5949

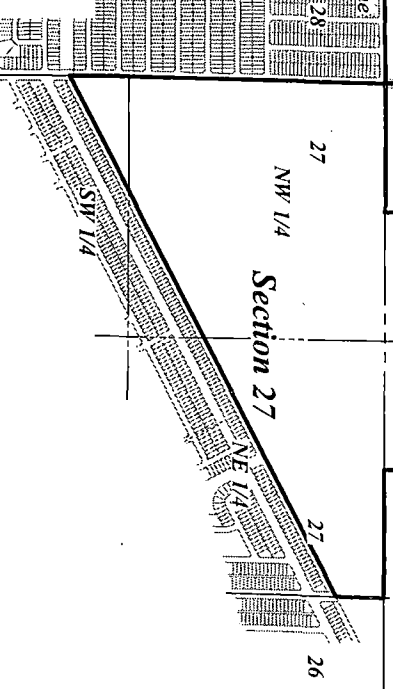
DATE SIGNED:

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

**NOTES:**

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999412 TO OBTAIN GRID DISTANCES.
2. INST. No. - DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
3. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
4. PG. - DENOTES PAGE
5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS 2011)) ARE BASED ON NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21 TO BEAR N88°41'40"E.
6. DESCRIPTION IS ATTACHED.

**KEY MAP**



**Barraco**  
 and Associates, Inc.  
 CIVIL ENGINEERING - LAND SURVEYING  
 LAND PLANNING

WWW.BARRACO.net  
 2371 N. GREGORY BLVD., SUITE 100  
 FORT MYERS, FLORIDA 33902-2602  
 PHONE (239) 461-3170  
 FAX (239) 461-3169

FLORIDA CERTIFICATE OF AUTHORIZATION  
 ENGINEERING 998 - SURVEYING (LB-6940)  
 REISSUED 8/11

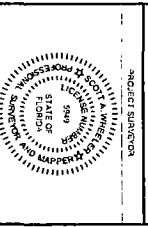
**PINNACLE  
 DEVELOPMENT**

2680 APPLE BLOSSOM DRIVE  
 FORT MYERS, FL 33920

PHONE (239) 689-8790

PROJECT DESCRIPTION

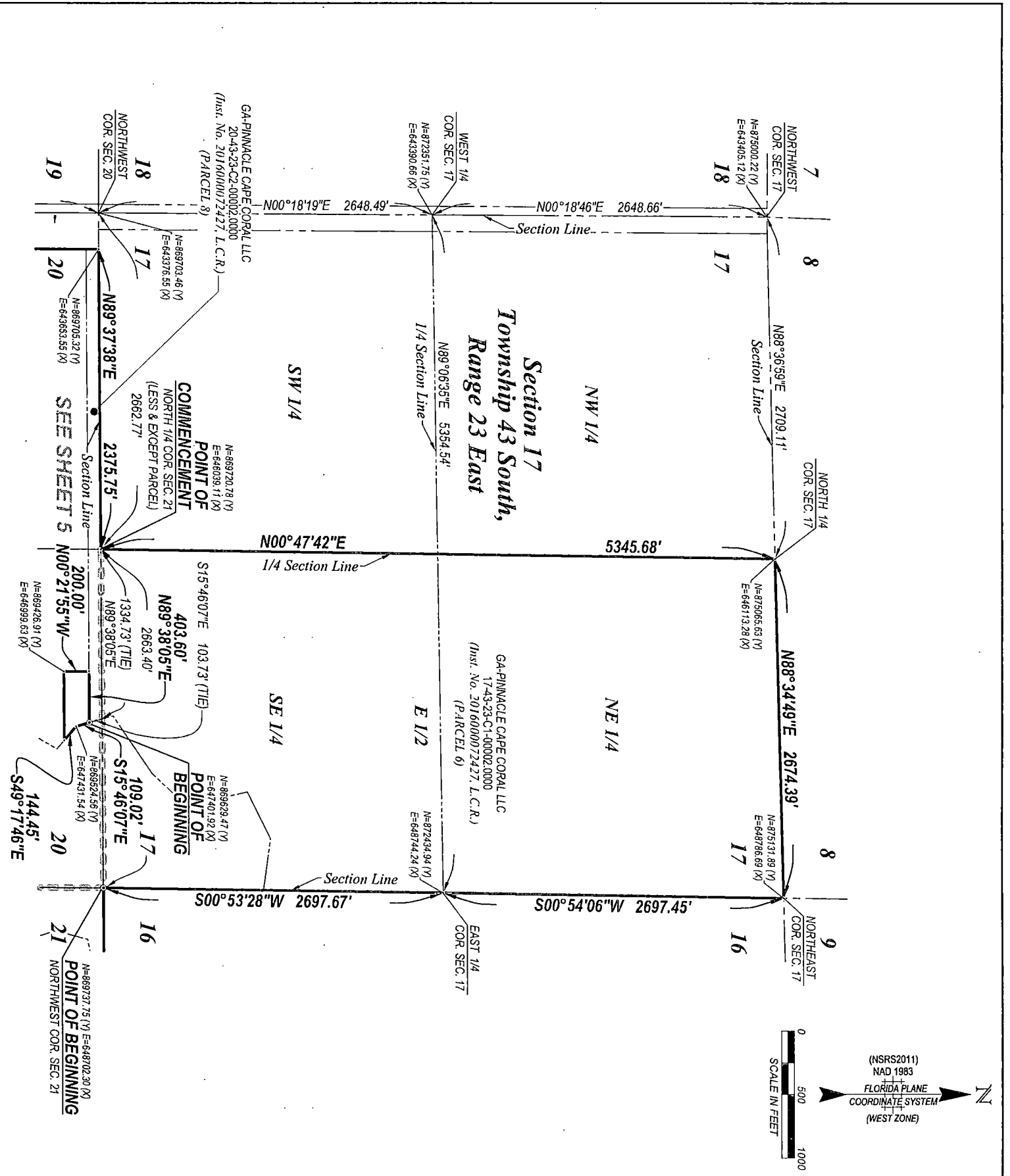
A PARCEL OF  
 LAND IN  
 SECTIONS 17,  
 20, 21, 22 & 27,  
 TOWNSHIP 43 SOUTH,  
 RANGE 23 EAST,  
 CITY OF CAPE CORAL,  
 LEE COUNTY,  
 FLORIDA



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF THE LICENSED SURVEYOR AND MAPPER

PROJECT NUMBER	23478
DATE	12/14/22
PROJECT TITLE	3 OF 7
PROJECT NUMBER	23478
DATE	12/14/22
PROJECT TITLE	3 OF 7

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DATE	12/14/22
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PROJECT TITLE	3 OF 7



**Barraco**  
and Associates, Inc.  
CIVIL ENGINEERING - LAND SURVEYING  
LAND PLANNING

WWW.BARRACO.NET  
2771 MCGEEGON BLVD., SUITE 100  
FORT MYERS, FLORIDA 33902-2800  
PHONE (239) 461-3170  
FAX (239) 461-3159

FLORIDA CERTIFICATE OF AUTHORIZATION  
ENGINEERING 7895 - SURVEYING LB5840  
PBA#4810 FCS

**Pinnacle Development**

2690 APPLE BLOSSOM DRIVE  
FORT MYERS, FL 33920

PHONE (239) 889-9790

PROJECT DESCRIPTION:  
A PARCEL OF LAND IN SECTIONS 17, 20, 21, 22 & 27, TOWNSHIP 43 SOUTH, RANGE 23 EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA.

PROJECT SURVEYOR:  
STATE OF FLORIDA  
L. J. BARRACO  
REGISTERED PROFESSIONAL SURVEYOR  
NO. 11111

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL LICENSE SURVEYOR AND WATER MARK.

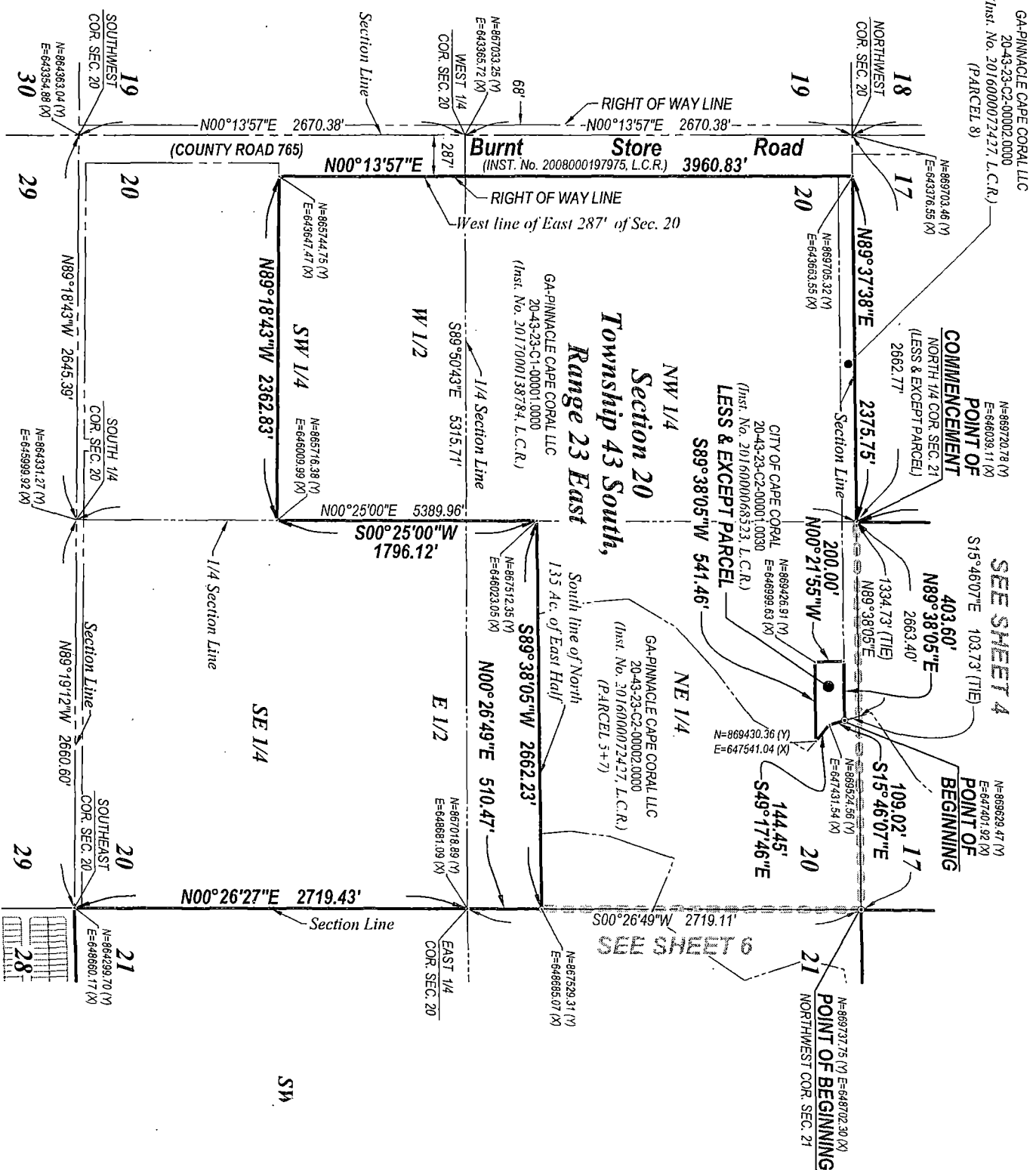
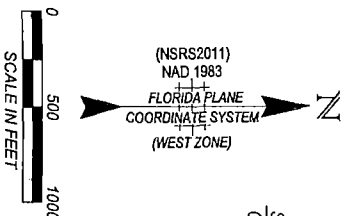
DATE	11/23/2023
DRAWN BY	A. OLSEN
CHECKED BY	SWW
SCALE	1"=100'
FIELD BOOK	
PLAN REVISIONS	

SYMBOL NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT FILE NO: 23478  
17-43-23

SHEET NUMBER: 4 OF 7



GA-PINNACLE CAPE CORAL LLC  
 20-43-23-C2-00002.0000  
 (Inst. No. 2016000072427, L.C.R.)  
 (PARCEL 8)

POINT OF COMMENCEMENT  
 NORTH 1/4 COR. SEC. 21  
 (LESS & EXCEPT PARCEL)  
 2662.77'

SEE SHEET 4  
 S15°46'07"E 103.73' (TILE)  
 403.60'  
 N89°38'05"E  
 2663.40'

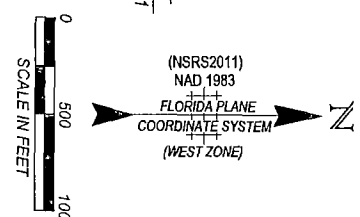
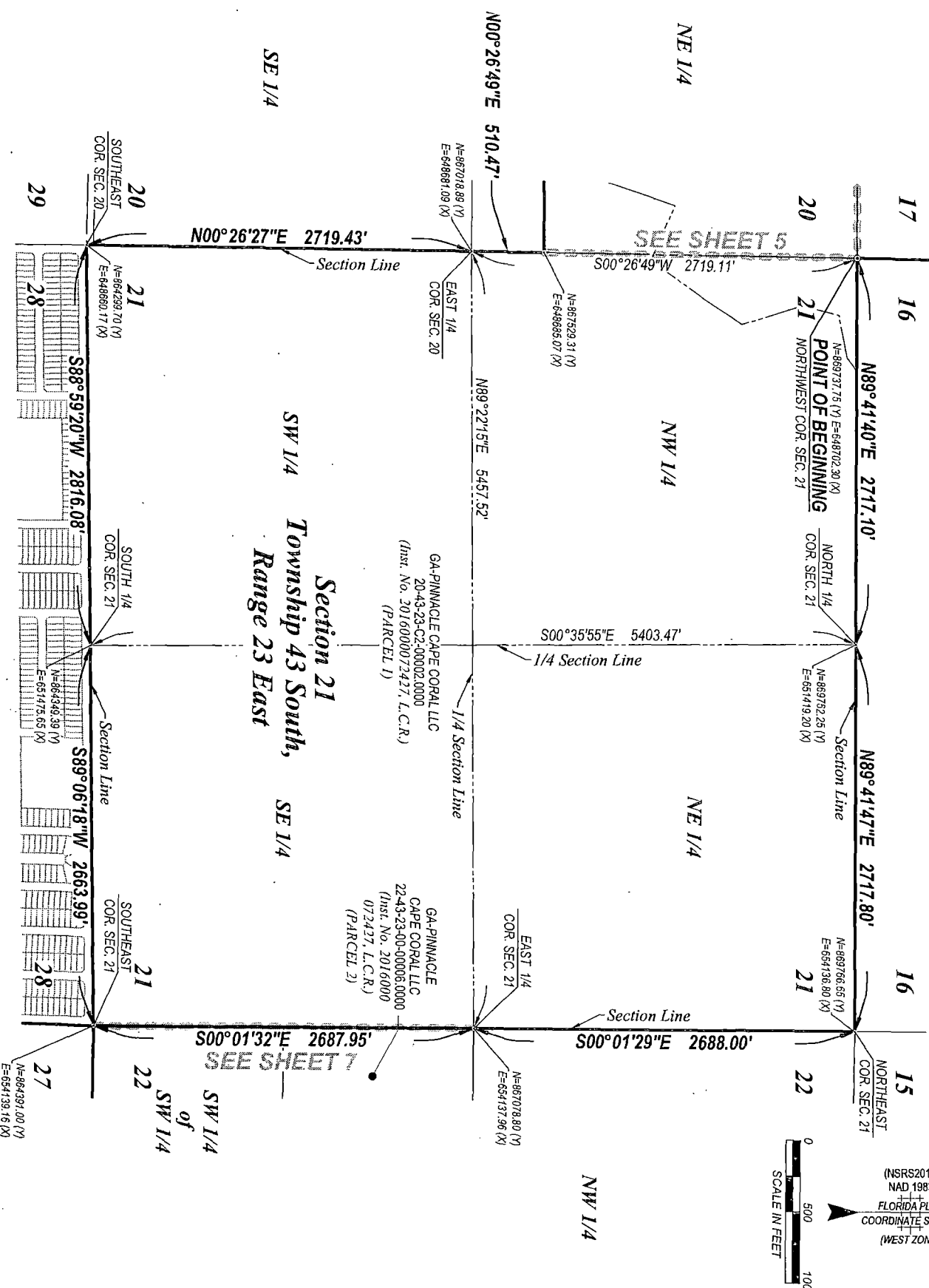
POINT OF BEGINNING  
 S15°46'07"E  
 109.02'  
 17

CITY OF CAPE CORAL  
 20-43-23-C2-00001.0030  
 (Inst. No. 2016000068523, L.C.R.)  
 LESS & EXCEPT PARCEL  
 S89°38'05"W 541.46'

GA-PINNACLE CAPE CORAL LLC  
 20-43-23-C2-00002.0000  
 (Inst. No. 2016000072427, L.C.R.)  
 (PARCEL 5+7)

GA-PINNACLE CAPE CORAL LLC  
 20-43-23-C1-00001.0000  
 (Inst. No. 2017000138784, L.C.R.)

<p><b>Barraco</b>                  and Associates, Inc.                  CIVIL ENGINEERING - LAND SURVEYING                  LAND PLANNING                  www.barraco.net                  2271 WAGGONER BLVD., SUITE 100                  FORT MYERS, FLORIDA 33902-2800                  PHONE (239) 439-3159                  FAX (239) 439-3159                  EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION                  ENGINEERING 7991 - SURVEYING LB-6940</p>	
<p>PROJECT/SURVEY                  PINNACLE                  DEVELOPMENT</p>	
<p>PROJECT DESCRIPTION                  A PARCEL OF                  LAND IN                  SECTIONS 17,                  20, 21, 22 &amp; 27,                  TOWNSHIP 43 SOUTH,                  RANGE 23 EAST,                  CITY OF CAPE CORAL,                  LEE COUNTY,                  FLORIDA.</p>	
<p>PROJECT SURVEY                  2890 APPLE BLOSSOM DRIVE                  FORT MYERS, FL 33920                  PHONE (239) 688-9790</p>	
<p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED OR DIGITAL SEAL OF A LICENSED SURVEYOR AND LAND PLANNING ENGINEER.</p>	
<p>FILE NAME: 2310C02.DWG                  LAYOUT: 5                  LOCATION: J:\23TOWN\ENGINEERING\23E17-27-20-21-22-27.dwg                  PLOT DATE: TUE, 11-14-2020 10:59 AM                  PLOT BY: JAMES GIBSON</p>	
<p>DRAWING DATA                  SURVEY DATE: 11-13-2020                  DRAWN BY: P. OLSON                  CHECKED BY: SMW                  SCALE: 1"=160'                  FIELD BOOK:                  RAW REVISIONS:</p>	
<p>STRATA NUMBERS</p>	
<p>SKETCH TO ACCOMPANY DESCRIPTION</p>	
PROJECT/FILE NO.	SHEET NUMBER
23478	5 OF 7



(NSRS2011)  
NAD 1983  
FLORIDA PLANE  
COORDINATE SYSTEM  
(WEST ZONE)

**Barraco**  
and Associates, Inc.  
CIVIL ENGINEERING, LAND SURVEYING  
LAND PLANNING

www.barraco.net  
2271 MASSENGER BLVD., SUITE 100  
POST OFFICE DRAWER 2800  
FORT MYERS, FLORIDA 33922-2800  
PHONE (239) 461-3169  
FAX (239) 461-3169

FLORIDA CERTIFICATES OF AUTHORIZATION  
ENGINEERING 7995 - SURVEYING 18-88-0

PREPARED FOR

**PINNACLE  
DEVELOPMENT**

2890 APPLE BLOSSOM DRIVE  
FORT MYERS, FL 33920

PHONE (239) 388-8790

PROJECT DESCRIPTION

**A PARCEL OF  
LAND IN  
SECTIONS 17,  
20, 21, 22 & 27,  
TOWNSHIP 43 SOUTH,  
RANGE 23 EAST,  
CITY OF CAPE CORAL,  
LEE COUNTY,  
FLORIDA**

PROJECT NUMBER

2023000130830

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RANGES OR IDENTICAL SEAL OF A LICENSED SURVEYOR IN THE STATE OF FLORIDA.

STATE OF FLORIDA  
SURVEYORS  
JAMES W. BARRACO  
11727 2000  
SWING WAY  
FORT MYERS, FL 33907

DATE: 11/27/2008  
DRAWN BY: J. W. BARRACO  
CHECKED BY: JAW  
SCALE: 1"=100'

FIELD BOOK

PLAT NUMBER

DATE: 11/27/2008  
DRAWN BY: J. W. BARRACO  
CHECKED BY: JAW  
SCALE: 1"=100'

PLAT NUMBER

SKETCH TO  
ACCOMPANY  
DESCRIPTION

PROJECT FILE NO. 23478  
17-43-23

SHEET NUMBER  
**6 OF 7**

