

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

Blue Sheet No. 20061192-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easement, as a donation of water distribution and gravity collection systems to provide potable water service, fire protection and sanitary sewer service to *Belle Lago, Phase 2-F*, a phased single-family subdivision. This is a developer contributed asset project located on the north side of Estero Parkway approximately 2/3 mile east of US 41 South.

2. What Action Accomplishes:

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

3. Management Recommendation:

Approval.

4. Departmental Category: 10 – Utilities **C10A** **5. Meeting Date:** **OCT 03 2006**

6. Agenda:	7. Requirement/Purpose (specify)	8. Request Initiated:	
		<input checked="" type="checkbox"/> Consent	Statute
		<input type="checkbox"/> Administrative	Ordinance
		<input type="checkbox"/> Appeals	Admin. Code
		<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> Walk-On	Approval	Commissioner _____ Department <u>Public Works</u> Division <u>Utilities</u> By: <u>[Signature]</u> For <u>D. Meurer</u> Douglas L. Meurer, P.E., Director	

9. Background:

The Board granted permission to construct on 02-22-05, Blue Sheet #20050121.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing has been completed.
 Satisfactory closed circuit television inspection of the gravity collection system has been performed.
 Satisfactory lift station startup has been performed and the lift station numbers is L/S#7804.
 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 Contributed Assets has been provided—copy attached.
 100% of the connection fees have been paid.
 Funds are available for recording fees in account number OD5360748700.504930.
 SECTION 21 TOWNSHIP 46S RANGE 25E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>[Signature]</u> Lavender Date: 9-15-06	N/A	N/A	<u>R.O.</u> T. Osterhout Date: 9/14	<u>[Signature]</u> S. Coovert Date: 9/19/06	<u>[Signature]</u> 9-19-06	<u>[Signature]</u> 9/19/06	<u>[Signature]</u> RK for R69/19	<u>[Signature]</u> 9/19	<u>[Signature]</u> Lavender Date: 9-15-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: [Signature]
 9-19-06 11:45 AM P.
 COUNTY ADMIN FORWARDED TO: [Signature]
 9/20/06 P.R. 10:30 AM

Rec. by CoAtty
 Date: 9/18/06
 Time: 4:00 pm
 Forwarded To: [Signature]
 9/19/06 11:22 am

RESOLUTION NO.

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

WHEREAS, it is the desire of "TOLL ESTERO LIMITED PARTNERSHIP.", owner of record, to make a contribution to Lee County Utilities of water facilities (water main, potable water, fire protection), and sewer facilities (a gravity main and force main extension, sanitary sewer, and one lift station), serving "BELLE LAGO, PHASE 2-F"; 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 **\$740,061.96** 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 Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20061192-UTL

COPY

LETTER OF COMPLETION

DATE: 7/11/2006

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 and sanitary sewer** systems located in
Belle Lago, Phase 2-F
(Name of Development)

were designed by me and have 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 , Bacteriological Test ,
TV Inspection, Mandrill - Gravity Main , Low Pressure Test(s) - Gravity Main ,
Pressure Test(s) - Force Main
and Lift Station Start-up**

Very truly yours,

Strickland T. Smith, P.E. # 50652
(Owner or Name of Corporation)


7-11-06
(Signature)

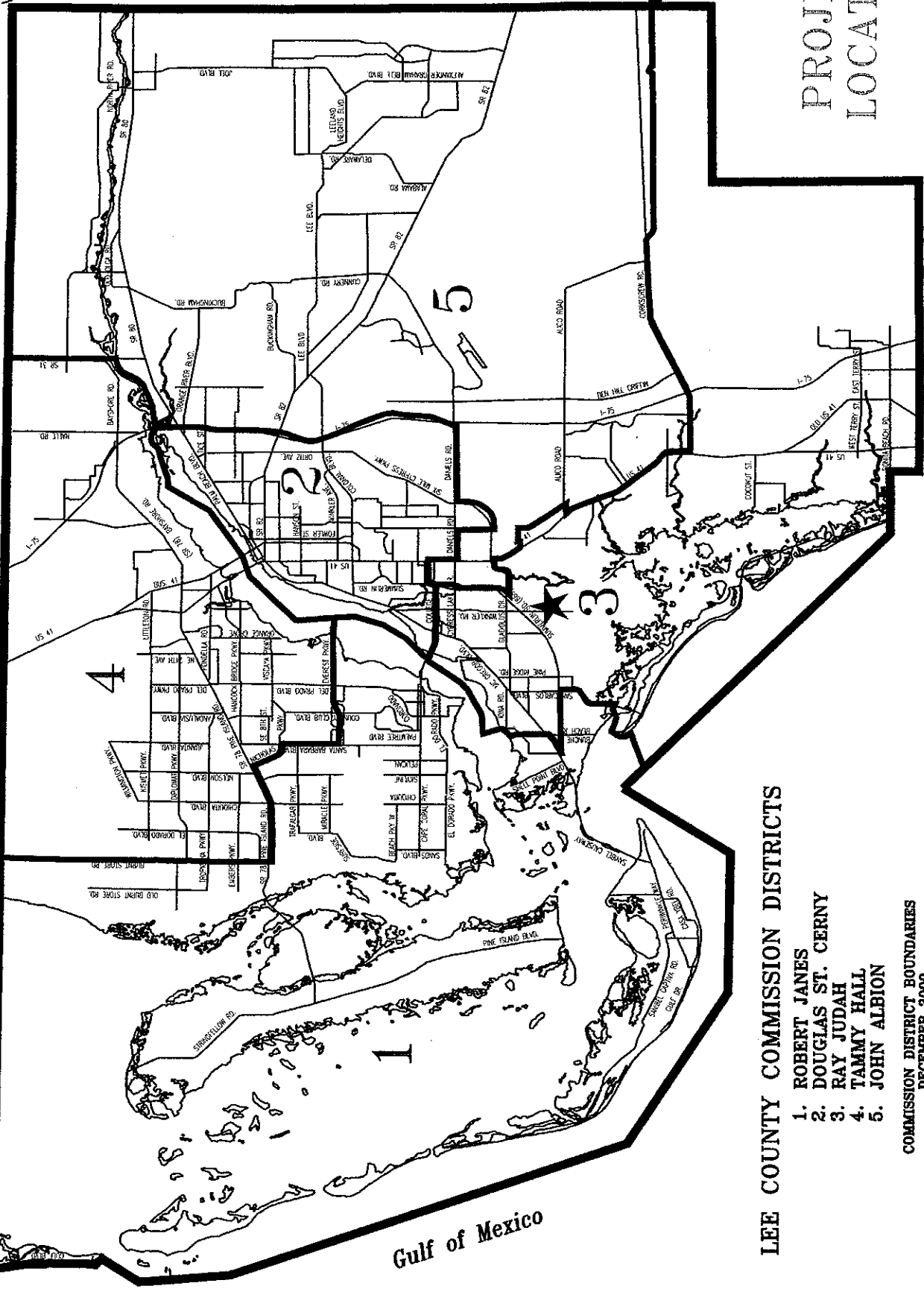
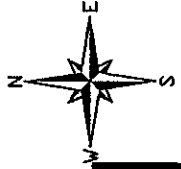
Vice President of Heidt & Associates, Inc.
(Title)

(Seal of Engineering Firm)

COPY

PROJECT
LOCATION

BELLE LAGO, PHASE 2-F
21-46-25-09-0000A.00CE
COMMISSION DISTRICT # 5 - JOHN ALBION



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

COPY

11.2

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer of Belle Lago, Phase 2-F 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.

Dennis Short; Mitchell & Stark Construction Co.

(Name of Owner/Contractor)

BY: *Dennis Short*

(Signature of Owner/Contractor)

STATE OF FL)

) SS:

COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 8 th day of FEB, 2006 by Dennis K.Short who is personally known to me - _____, and who did not take an oath.

Belinda Burgbacher
Notary Public Signature

Belinda Burgbacher
Printed Name of Notary Public



Belinda Burgbacher
Commission #DD179217
Expires: Jan 22, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)

COPY

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

The undersigned lienor, in consideration of the final payment in the amount of Seven hundred Forty Thousand, Sixty-One and 96/100 (\$740,061.96) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Toll Estero Limited Partnership on the job of Belle Lago, Phase 2-F to the following described property:

Belle Lago, Phase 2-F
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

La Serena Drive
(Location)

21-46-25-09-0000A.00CE, 21-46-25-09-0000C.00CE
(Strap # or Section, Township & Range)

Dated on: February 8, 2006

By: *Dennis K. Short*
(Signature of Authorized Representative)

Mitchell & Stark Construction Company, Inc.
(Name of Firm or Corporation)

By: Dennis K. Short
(Print Name of Authorized Representative)

6001 Shirley Street
(Address of Firm or Corporation)

Title: Project Manager

Naples, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)597-2165 Ext.12

Fax#: (239)566-7865

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 8th day of February, 2006 by Dennis K. Short who is personally known to me - _____, and who did not take an oath.



Belinda Burgbacher
Commission #DD179217
Expires: Jan 22, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)

Belinda Burgbacher
(Notary Public Signature)

Belinda Burgbacher
(Printed Name of Notary Public)

COPY

(If more space is required, use additional forms(s).)

11.5

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 *Dennis K. Short*
(Signature of Certifying Agent)

Dennis K. Short, Project Manager
(Name & Title of Certifying Agent)

Mitchell & Stark Construction Company, Inc.
(Name of Firm or Corporation)

6001 Shirley Street
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

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Belinda Burgbacher
Notary Public Signature

Belinda Burgbacher
Printed Name of Notary Public

DD179217
Notary Commission Number



Belinda Burgbacher
Commission #DD179217
Expires: Jan 22, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL)

RECEIVED FEB 10 2006

(If more space is required, use additional forms(s)).

11.5

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CERTIFYING:

X *Dennis K. Short*
(Signature of Certifying Agent)

Dennis K. Short, Project Manager
(Name & Title of Certifying Agent)

Mitchell & Stark Construction Company, Inc.
(Name of Firm or Corporation)

6001 Shirley Street
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 8th day of February, 2006 by Dennis K. Short who is personally known to me - _____, and who did not take an oath.

Belinda Burgbacher
Notary Public Signature

Belinda Burgbacher
Printed Name of Notary Public

DD179217
Notary Commission Number



Belinda Burgbacher
Commission #DD179217
Expires: Jan 22, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL)

RECEIVED FEB 10 2006

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullette

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061192-UTL

PROJECT NAME: BELLE LAGO, PHASE 2-F

**EASEMENT NAME: TOLL ESTERO LIMITED
PARTNERSHIP**



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.

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** **0123456789**
21462500000010000

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:** **BS 20061192** **TOLL ESTERO LIMITED PARTNERSHIP**

Last First MI Corporate Name (if applicable)
28341 TAMiami TRAIL SUITE 4 **BONITA SPRINGS** **FL** **34134**

Mailing Address City State Zip Code Phone No.
THOM OSTERHOUT **AS AGENT:** **FOR LEE CO. BD. OF CO. COMMISSIONERS**

Last First MI Corporate Name (if applicable)
P. O. BOX 398 **FT. MYERS** **FL** **33902** **2394798181**

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer **10 03 2006** \$ **2006** \$ **10** **. 00** 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.) \$ **. 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 \$ **0.70**

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**

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent *[Signature]* Date **9/14/06**

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

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

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

Strap Number(s):

21-46-25-00-00001.0000

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2006, by and between "TOLL ESTERO LIMITED PARTNERSHIP," 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.

BS 20061192-UTL

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 as herein stated, 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.

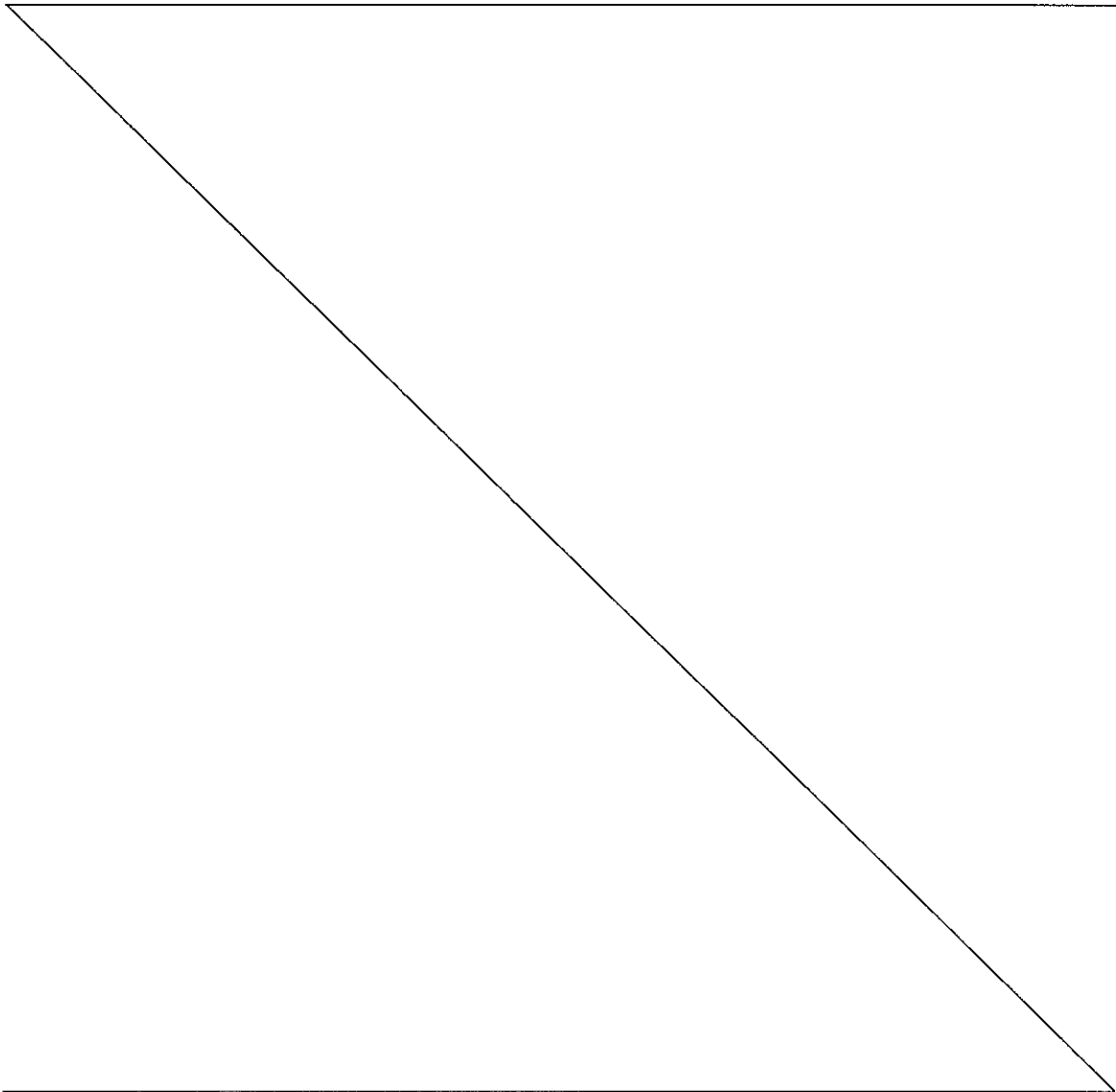
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

[Handwritten Signature]

[1st Witness Signature]

DAVID TORRES

[Type or Print Name]

[Handwritten Signature]

[2nd Witness' Signature]

KEN THURMERE

[Type or Print Name]

BY:

[Handwritten Signature]

[Signature Grantor's/Owner's]

Jim Manners

[Type or Print Name]

Assistant Vice President

[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 11th day of July 2006, by Jim Manners who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



[Handwritten Signature]

[Signature of Notary]

Jim Manners

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

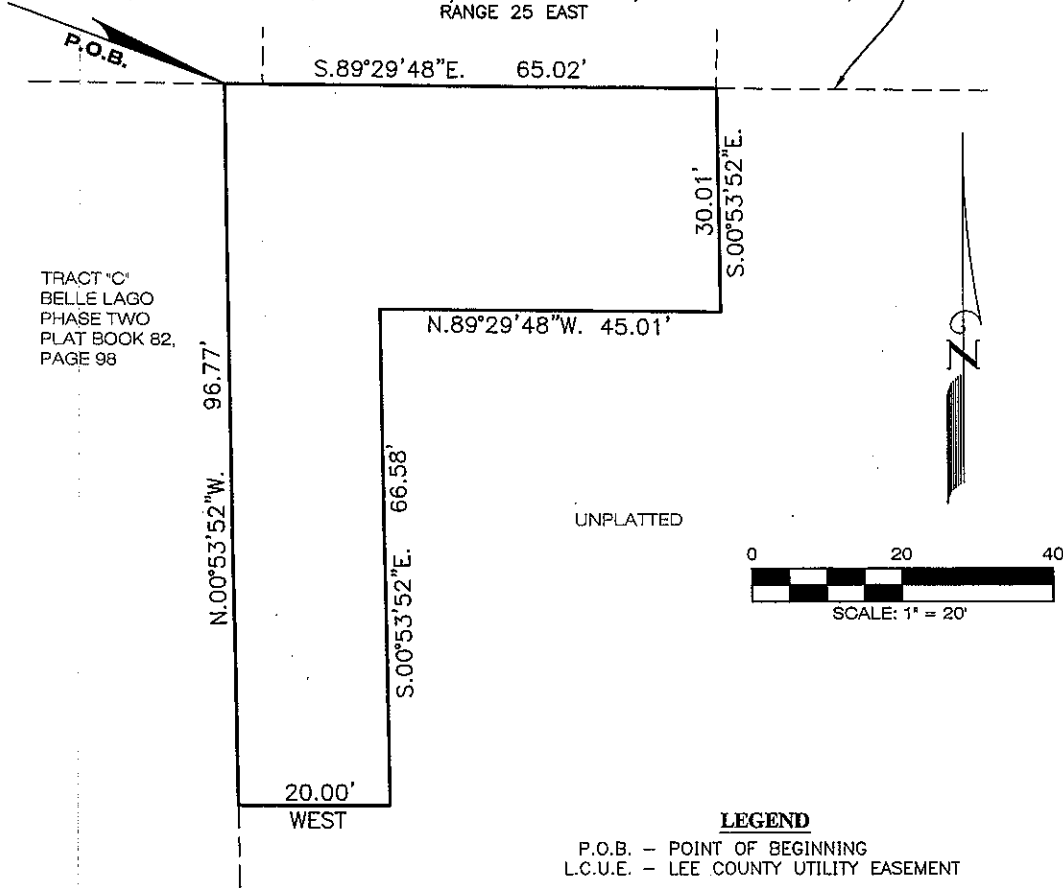
BY: _____
Office of the County Attorney
Scott S. Covert, Esquire

DESCRIPTION SKETCH

(Not a Boundary Survey)

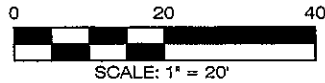
SAN CARLOS PARK UNIT 7
(UNRECORDED PLAT)

NORTH BOUNDARY OF THE NORTHEAST
1/4 OF SECTION 21, TOWNSHIP 46 SOUTH,
RANGE 25 EAST



TRACT 'C'
BELLE LAGO
PHASE TWO
PLAT BOOK 82,
PAGE 98

UNPLATTED



LEGEND

P.O.B. - POINT OF BEGINNING
L.C.U.E. - LEE COUNTY UTILITY EASEMENT

SURVEYOR'S NOTES

1. Subject to easements, reservations, and restrictions of record.
2. Bearings shown hereon are based upon the North boundary of the Northwest 1/4 of Section 21, Township 46 South, Range 25 East, Lee County, Florida having a bearing of S.89°29'48"E.

DESCRIPTION: A parcel of land lying in Section 21, Township 46 South, Range 25 East, Lee county, Florida being more particularly described as follows:

BEGINNING at the Northeast corner of Belle Lago Phase Two, according to the plat thereof as recorded in Plat Book 82, Page 98, of the Public records of Lee County, Florida; said corner also being on the North Boundary line of the Northeast 1/4 of section 21; thence along said North boundary line S.89°29'48"E., 65.02 feet; thence running East of and parallel to the East boundary line of said Belle Lago Phase Two S.00°53'52"E., 30.01 feet; thence running South of and parallel to said North boundary line N.89°29'48"W., 45.01 feet; thence running East of and parallel to said East boundary line S.00°53'52"E., 66.58 feet; thence WEST, 20.00 feet to a point on said East boundary line; thence along said East boundary line N.00°53'52"W., 96.77 feet to the POINT OF BEGINNING.

Containing 3,284 square feet or 0.08 acres, more or less.

NOT A SURVEY
James N. Wilkison DATE: 7/13/06
JAMES N. WILKISON PSM # LS4876
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NO. LB 148

<p>PREPARED BY: HEIDT & ASSOCIATES, Inc. Tampa ♦ Fort Myers</p> <p>CIVIL ENGINEERING PLANNING SURVEYING ENVIRONMENTAL PERMITTING LANDSCAPE ARCHITECTURE</p> <p>Fort Myers Office 3800 Colonial Boulevard #200 Fort Myers, Florida 33912 Phone: 239-492-7275 FAX: 239-492-2103</p>	<p>SKETCH AND DESCRIPTION OF L.C.U.E.</p> <p>Prepared For: TOLL BROTHERS, INC</p>									
<p>SHEET 1 OF 1</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Dwn. KAE</td> <td>Ck. JNW</td> <td>LCUE.DWG</td> </tr> <tr> <td>Date: 07/11/2006</td> <td colspan="2">Order No.: TBZ-ES-022</td> </tr> <tr> <td colspan="3" style="text-align: center;">SECTION 21, TOWNSHIP 46S, RANGE 25E LEE COUNTY, FLORIDA</td> </tr> </table>	Dwn. KAE	Ck. JNW	LCUE.DWG	Date: 07/11/2006	Order No.: TBZ-ES-022		SECTION 21, TOWNSHIP 46S, RANGE 25E LEE COUNTY, FLORIDA		
Dwn. KAE	Ck. JNW	LCUE.DWG								
Date: 07/11/2006	Order No.: TBZ-ES-022									
SECTION 21, TOWNSHIP 46S, RANGE 25E LEE COUNTY, FLORIDA										

OFFICER'S CERTIFICATE

I, Mark J. Warshauer, Vice President of Toll FL GP Corp., a Florida corporation (the "Corporation"), do hereby certify and confirm that:

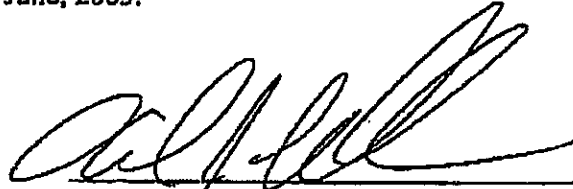
1. The Corporation is the general partner ("General Partner") of Toll Estero Limited Partnership, a Florida limited partnership (the "Partnership"), and as General Partner is authorized to make decisions and act on behalf of the Partnership; and
2. The following officers are duly appointed to the offices next to their names and are authorized, empowered and directed to execute and deliver, on behalf of the Corporation in its capacity as General Partner of the Partnership, any performance agreement, bond, escrow agreement, permit application, deed, record plat and any and all ancillary documents which may be required by various governmental municipalities and agencies, upon such terms and conditions as they deem appropriate and in the best interest of the Corporation and the Partnership:

Kenneth S. Thirtyacre
James Manners

Vice President
Assistant Vice President

3. This certificate remains in effect until a Notice or Certificate of Revocation is issued.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 14th day of June, 2005.



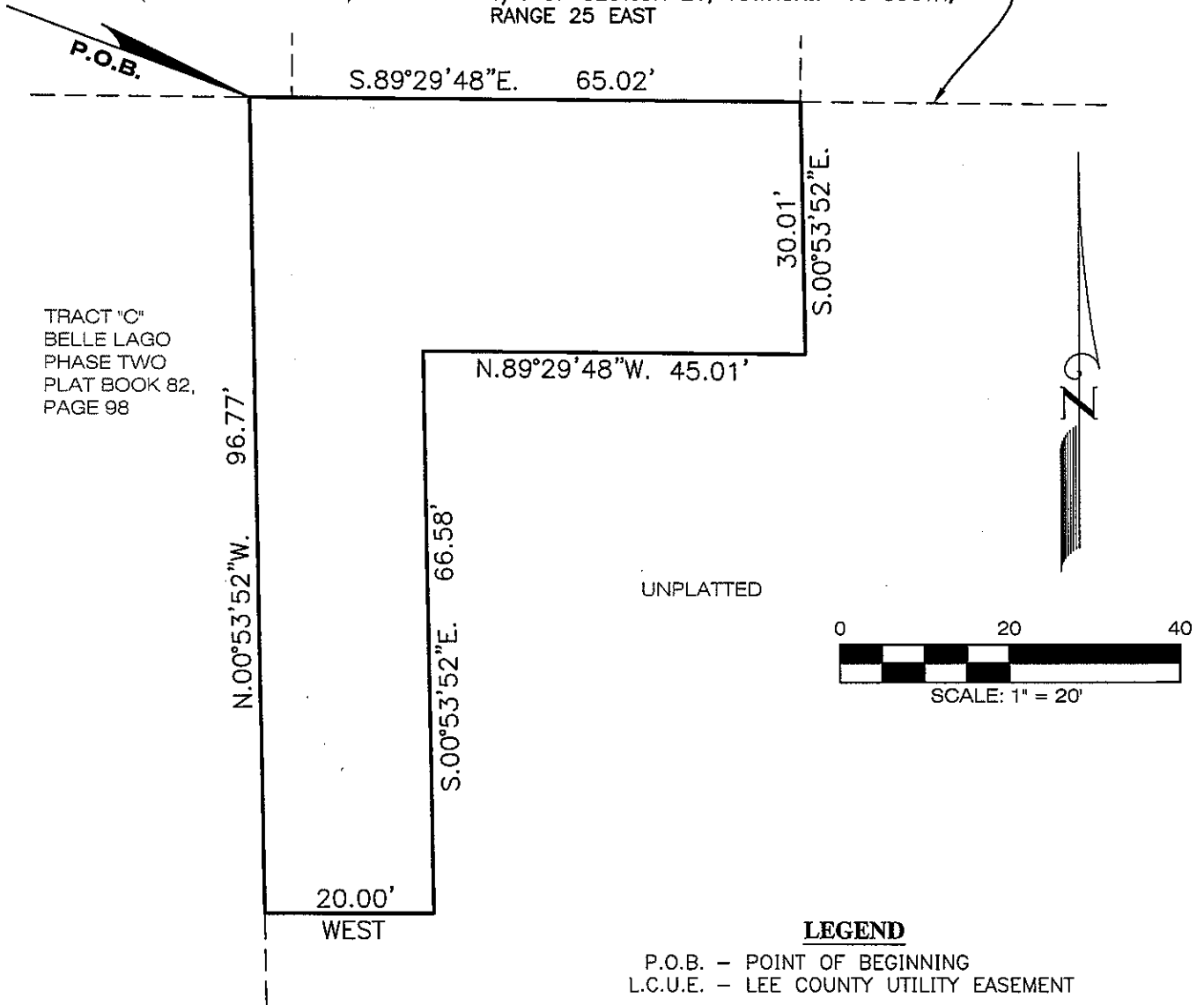
Mark J. Warshauer
Vice President

DESCRIPTION SKETCH

(Not a Boundary Survey)

SAN CARLOS PARK UNIT 7
(UNRECORDED PLAT)

NORTH BOUNDARY OF THE NORTHEAST
1/4 OF SECTION 21, TOWNSHIP 46 SOUTH,
RANGE 25 EAST



SURVEYOR'S NOTES

1. Subject to easements, reservations, and restrictions of record.