



MEMO

City of Venice Engineering Department

To: Mayor and City Council

From: Kathleen Weeden, PE, City Engineer

Date: 03/29/2014

Subject: Venetian Golf & River Club a Replat of Phase 5
Acceptance of Developer's 115% Bond to Guarantee Completion

Background: WCI Communities has provided a Developer's Completion and Payment Bond to guarantee completion of the improvements to serve VGRC Phase 5 supported by an engineer's cost estimate, along with a Declaration of Maintenance Responsibilities for the private road and drainage facilities.

Requested Action: Motion to accept the completion and payment bond and approve City signatures on the final plat titled "Venetian Golf & River Club a replat of Phase 5" so it may be recorded in the official records of Sarasota County.

City Attorney Review: Approved.

Risk Management: Approved.

Cc: Edward Lavalley, City Manager
Len Bramble, Utilities Director
Cathy Dubre, Projects Coordinator

DEVELOPERS COMPLETION AND PAYMENT BOND

Bond No: SUR20000079

KNOW ALL MEN BY THESE PRESENTS, that WCI COMMUNITIES, LLC, herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", and all persons supplying the Developer or his contractors or subcontractors any labor, services, material or supplies used directly or indirectly in the prosecution of the work herein, in the full and just sum of ONE MILLION SEVEN HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED THIRTEEN AND 12/100 (\$1,734,213.12) Dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer, to secure this obligation, has deposited with the City, Ironshore Indemnity Inc., Bond No. SUR20000079, which shall be held by the City until this obligation is satisfied.

WHEREAS, the Developer has applied to the City for approval of a plan for a project to be known as "VENETIAN GOLF & RIVER CLUB, A REPLAT of PHASE 5" and has agreed as conditions to the approval of the City, to install certain improvements as shown on Exhibit "A" and the plans by (Engineer) KIMLEY-HORN AND ASSOCIATES, INC. dated October 21, 2013 (approval date), and to execute the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer completes those improvements as shown on Exhibit "A", in accordance with applicable City specifications on or before October 21, 2014, and shall promptly make payment of all persons supplying the Developer or his contractors or subcontractors any labor, services, material or supplies used directly or indirectly in the prosecution of the work herein, this obligation shall be void, otherwise remaining in full force and effect.

In the event the Developer fails to perform any of its obligations herein, the City, upon fifteen (15) days written notice to the Developer may declare the Developer in default and the City shall have, in addition to all other rights, the immediate right to complete or cause to be completed, the obligation secured hereby and pay all costs, both direct and incidental, from the proceeds of this bond.

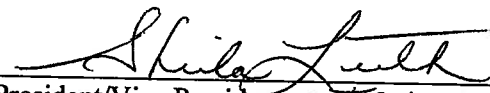
The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 20th day of February, 2014.

ATTEST:

DEVELOPER: WCI COMMUNITIES, LLC


Secretary


President/Vice President & TREASURER

Approved as to form and
correctness:

IRONSHORE INDEMNITY INC.

City Attorney


Christopher L. Dobbs, Attorney-in-Fact
Florida License #

SURETY BOND

Bond No. SUR20000079

KNOW ALL PERSONS BY THESE PRESENTS, that WCI Communities, LLC (hereinafter referred to as the "Principal"), and Ironshore Indemnity Inc. (hereinafter referred to as the "Surety"), are held and firmly bound unto the City of Venice, Florida (hereinafter called the "Obligee") in the penal sum of One Million Seven Hundred Thirty-Four Thousand Two Hundred Thirteen and 12/100 Dollars (\$1,734,213.12), for the payment of which well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally by these presents.

WHEREAS, the Principal entered into a Developers Completion and Payment Bond dated February 20, 2014, for the benefit of the Obligee (hereinafter referred to as the "Developers Bond").

WHEREAS, the penal sum of this Bond represents 115% of the estimated cost, certified by the Principal's engineer, to guarantee completion of the required improvements and to allow the final plat of the development project known as "Venetian Golf & River Club, a Re-Plat of Phase 5."

NOW THEREFORE, if the said Principal shall fully, faithfully, and timely perform all of its obligations under the Developers Bond and the attachments thereto, then this Obligation shall be void, otherwise to remain in full force and effect;

An "Event of Default" is the delivery to the Surety by the Obligee prior to the effective date of non-renewal of this Bond of a written statement that either 1) the Principal has breached the Developers Bond and that funds are necessary to complete work within the scope of the Developers Bond or 2) the Obligee has received notice of non-renewal of the Bond and the Principal has failed to provide the Obligee with replacement collateral acceptable to the Obligee, and a demand upon the Surety for the payment of the full penal sum of this Bond.

Such written statements shall be delivered by the Obligee by personal delivery, certified mail, express mail or courier express to the Surety's office at

Ironshore Indemnity Inc.
[REDACTED]
[REDACTED]
[REDACTED]
Attention: Mr. David Campbell

Upon the occurrence of an Event of Default, Surety shall pay to the Obligee the amount demanded in the written statement within ten (10) business days after receipt of such statement. Such written statements shall constitute conclusive evidence of the facts stated therein. The Surety's duty to pay shall not be affected by any additional collateral which the Obligee may hold or any actions of the Obligee with respect to such collateral.

This Bond **together with the Developers Bond to which this Bond is appended** sets forth in full the terms of the Surety's obligation. Such obligation shall not be in any way modified, amended, or amplified by reference to any other document or instrument referred to herein or in which this Bond is referred to or to which the Bond relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument **unless expressly stated as incorporated herein**. The Surety's obligations under this Bond are not subject to any condition or qualification except as expressly set forth herein and are

not contingent on either (a) the ability of the Surety to perfect any lien or security interest on any asset or property of the Principal or any other person and (b) the Surety's success in obtaining indemnification from the Principal or any other person.

This Bond is an annual obligation for the term of February 20, 2014 to February 20, 2015. This Bond will be automatically renewed for one year annual terms unless the Obligee and Principal are notified of non-renewal by written notice from the Surety at least sixty (60) calendar days prior to such expiration date.

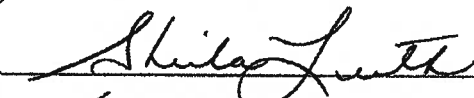
No modification, amendment, revision or other change (it being understood that non-renewal is not a modification, amendment, revision or other change) to this Bond or any term, provision or condition hereof shall be effective unless and until the Obligee has received prior written notice of such modification, amendment, revision or change from the Surety, and the Obligee has consented in writing to such modification, amendment, revision or change. Failure by Obligee to provide such written consent within ten (10) calendar days of receipt by Obligee will be deemed rejection of the requested modification, amendment, revision or other change, and this Bond shall not be modified, amended, revised or otherwise changed in any way as a result of such request.

Any notice required to be provided by the Surety hereunder, including but not limited to notice of non-renewal or modification, shall be delivered to the Obligee by personal delivery, certified mail, express mail, or courier service to the Obligee's office at 401 West Venice Avenue, Venice, Florida 34285 Attention: **City Engineer**.

If the Bond is non-renewed, Surety's liability under this Bond shall cease with respect to "Events of Default" which occur after the expiration of this Bond. In no event shall the Surety's aggregate liability exceed the penal sum of this Bond regardless of the number of successive annual terms this Bond may be in effect and regardless of the number of claims that may be made.

In witness whereof, the said Principal and Surety have hereunto set their hands and seals, this 31st day of March, 2014.

Principal: WCI Communities, LLC

By: 
Name: SHELIA LEITH
Title: VICE PRESIDENT & TREASURER

Surety: Ironshore Indemnity Inc.

By: 
Name: Chris Dobbs
Title: Attorney-in-Fact

POWER OF ATTORNEY

III- 20000079

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Chris Dobbs, Jalene Brown, and Tracy L. Carlile its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

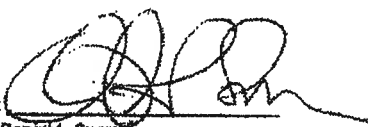
This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$7,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.

By: 
Daniel L. Sussman
Director



ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

JUDY BERGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 0186222764
Qualified in New York County
My Commission Expires June 01, 2014

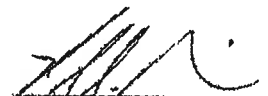

Judy Berger
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 9th Day of March, 20 14




Paul A. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Acknowledgement of Surety

State of Tennessee

County of Wilson

On this, **20th** day of **February, 2014**, located in and for said County and State, before me personally came **Christopher L. Dobbs**, to me known, who, being by me duly sworn, did depose and say that he resides in Mt. Juliet, TN; that he is the Attorney in Fact dully appointed **Ironshore Indemnity Inc.**, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation to the **Developers Completion and Payment Bond No: SUR20000079.**

In Witness hereof, I here unto set my hand and official seal.



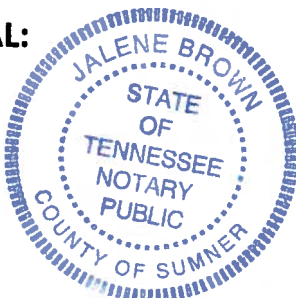
Notary Public

Jalene Brown

County of Residence: Sumner

My Commission Expires: May 25, 2016

SEAL:



CORPORATE ACKNOWLEDGMENT FORM

STATE OF FLORIDA

COUNTY OF LEE

On this 1st day of April, 2014, before me personally appeared Sheila Leith to me known, who, being by me first duly sworn, did depose and say that she is a Vice President & Treasurer of **WCI Communities, LLC.**, a Delaware corporation, being the corporation described in and which executed the foregoing instrument; that she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporation's seal; that such seal was so affixed by order and authority of the Board of Directors of said corporation; and that she signed her name thereto by like order and authority.

My commission expires:

Ruth J. Marianetti
Notary Public
State of Florida



Ruth J. Marianetti
Printed Name of Notary Public

EE 1014
Notary Public Commission Number

WCI COMMUNITIES, LLC
INCUMBENCY CERTIFICATE

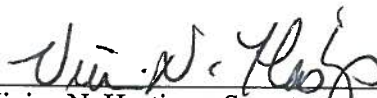
THE UNDERSIGNED, Vivien N. Hastings, as the duly appointed Secretary of WCI Communities, LLC, a Delaware limited liability company (the "Company"), hereby certifies to the following:

1. That I am the duly elected and current installed Secretary of the Company.
2. As such officer, I am in possession of the current, up-to-date records of the Company.
3. That such corporate records contain the Certificate of Formation, Limited Liability Company Agreement, minutes of meetings of the sole member, and resolutions and consents adopted by the sole member of the Company.
4. That Sheila Leith is a Vice President and Treasurer for the Company and in such capacity is authorized and empowered to execute, on behalf of the Company the Developer's Completion Bond in connection with the Venetian Golf & River Club Phase 3F bond and Phase 5 bond.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 20th day of February, 2014.

WCI Communities, LLC

By:


Vivien N. Hastings, Secretary

STATE OF FLORIDA
COUNTY OF LEE

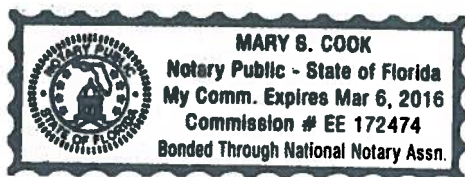
Sworn to and subscribed before me, on February 20, 2014, personally appeared Vivien N. Hastings, as Secretary of WCI Communities, LLC, a Delaware limited liability company, who executed this document on behalf of the Company and who is personally known to me.

My Commission Expires:



Notary Public, State of Florida


Printed Name of Notary Public

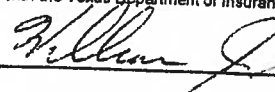


IRONSHORE INDEMNITY INC
FINANCIAL STATEMENT SUMMARY
As of December 31, 2012

ASSETS		LIABILITIES	
Bonds	135,616,932	Losses	30,129,676
Preferred stocks	0	Reinsurance payable on paid losses and loss adjustment expenses	0
Common stocks	306,300	Loss adjustment expenses	4,866,053
Mortgage loans on real estate: First liens	0	Commissions payable, contingent commissions and other similar charges	225,869
Mortgage loans on real estate: Other than first liens	0	Other expenses (excluding taxes, licenses and fees)	1,766,049
Properties occupied by the company	0	Taxes, licenses and fees (excluding federal and foreign income taxes)	1,525,134
Properties held for the production of income	0	Current federal and foreign income taxes	8,497,985
Properties held for sale	0	Net deferred tax liability	0
Cash, cash equivalents and short-term investments	5,433,827	Unearned premiums	15,745,956
Contract loans	0	Advance premium	59,994,855
Derivatives	0	Ceded reinsurance premiums payable (net of ceding commissions)	0
Other invested assets	0	Funds held by company under reinsurance treaties	0
Receivables for securities	355,000	Amounts withheld or retained by company for account of others	0
Securities lending reinvested collateral assets	0	Remittances and items not allocated	0
Aggregate write-ins for invested assets	0	Provision for reinsurance	5,176,719
Subtotals, cash and invested assets	141,712,059	Net adjustments in assets and liabilities due to foreign exchange rates	0
Title plants less \$. . . Charged off	0	Drafts outstanding	0
Investment income due and accrued	1,021,536	Payable to parent, subsidiaries and affiliates	5,674,893
Uncollected premiums and agents' balances in the course of collection	26,264,882	Derivatives	0
Deferred premiums, agents' balances and installments booked but deferred and not yet due	0	Payable for securities	23,869
Accrued retrospective premiums	0	Payable for securities lending	0
Amounts recoverable from reinsurers	34,742,616	Liability for amounts held under uninsured plans	0
Funds held by or deposited with reinsured companies	0	Aggregate write-ins for liabilities	2,024,753
Other amounts receivable under reinsurance contracts	0	Total liabilities excluding protected cell liabilities	135,451,811
Amounts receivable relating to uninsured plans	0	Protected cell liabilities	0
Current federal and foreign income tax recoverable and interest thereon	0	Total liabilities	135,451,811
Net deferred tax asset	3,660,988		
Guaranty funds receivable or on deposit	0	POLICYHOLDERS'S SURPLUS	
Furniture and equipment, including health care delivery assets	0	Aggregate write-ins for special surplus funds	0
Net adjustment in assets and liabilities due to foreign exchange rates	0	Common capital stock	5,000,000
Receivables from parent, subsidiaries and affiliates	24,325,584	Preferred capital stock	0
Health care and other amounts receivable	0	Aggregate write-ins for other than special surplus	0
Aggregate write-ins for other than invested assets	1,256,349	Surplus Notes	0
Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts	232,984,013	Gross paid in and contributed surplus	106,938,671
From Separate Accounts, Segregated Accounts and Protected Cell Accounts	0	Unassigned funds (surplus)	(14,406,469)
TOTALS	232,984,013	Surplus as regards policyholders	97,532,202
		TOTALS	232,984,013

CERTIFICATE

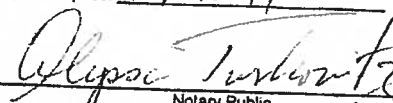
I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2012. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Texas Department of Insurance as of the same date.


William J Gleason
CFO, VP & Treasurer

SUBSCRIBED

and sworn to me this 11th day of March 2013.

My commission expires: 7-10-14


Notary Public
ALYSSA TURKOVITZ
Printed Name

SEAL

ALYSSA TURKOVITZ
Notary Public, State of New York
No. 01TU6044514
Qualified in Westchester County
Commission Expires July 10, 2014



Kimley-Horn
and Associates, Inc.

EXHIBIT A Page 1 of 5

January 15, 2014

Ms. Kathleen Weeden, P.E.
City Engineer
City of Venice
401 West Venice Avenue
Venice, Florida 34285

Re: Venetian Golf and River Club, Phase 5
Padova Way & Sevilla Place Performance Bond

Our Ref: 048117105

Dear Ms. Weeden:

I certify that the estimated cost of the required improvements for Venetian Golf and River Club, Phase 5 consisting of the improvements needed for 78 Single Family Homes, is \$1,508,011.41. An itemized breakdown of this estimate is attached for your review.

The developer of this project, WCI Communities, LLC, will furnish a security in the form of bond in the amount of \$1,734,213.12 (115% of the estimated cost) to guarantee completion of the required improvements and to allow the final plat of Venetian Golf and River Club, Phase 5, to be recorded prior to completion of the improvements.

Please indicate that the above amount is acceptable in order that WCI Communities may proceed to acquire the bond.

Very truly yours,

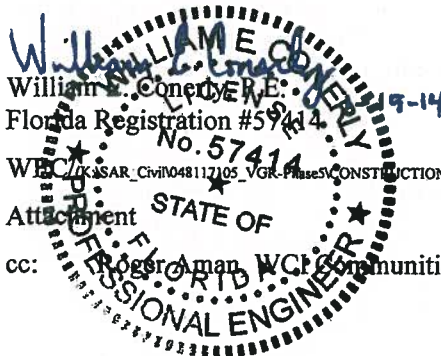
KIMLEY-HORN AND ASSOCIATES, INC.

William E. Conner
William E. Conner, P.E.
Florida Registration #57414

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Attachment

cc: Roger Aman, WCI Communities, LLC (w/att.)

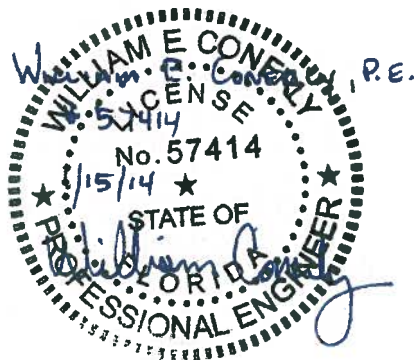


ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION FOR PERFORMANCE BOND FOR VENETIAN GOLF AND RIVER CLUB, PHASE 5 - PADOVA WAY & SEVILLA PLACE				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
I. Clearing and Earthwork				
1	Clearing and grubbing	1 LS	26,500.00	26,500.00
2	Site fill balance	1 LS	34,500.00	34,500.00
3	Special wetland grading, Section A-A	1 LS	23,500.00	23,500.00
4	Remove temp pipe and rip-rap	1 LS	500.00	500.00
5	Lot Grading, Dress ROW	1 LS	24,500.00	24,500.00
6	Swale grading	2,000 LF	8.00	16,000.00
7	Sod lake slopes	18,000 SY	3.05	54,900.00
8	Sod (contingency)	3,500 SY	1.60	5,600.00
9	Seed and mulch (contingency)	81,000 SY	0.55	44,550.00
10	Pump (Dewatering)	2 MO	14,800.00	29,600.00
11	Pollution Control - NPDES Compliance	1 LS	5,500.00	5,500.00
12	Silt fence	7,438 LF	1.30	9,669.40
CLEARING AND EARTHWORK TOTAL				\$ 275,319.40
II. UNDERGROUND				
II.a Drainage				
1	15" RCP	38 LF	22.00	836.00
2	18" RCP	76 LF	24.00	1,824.00
3	24" RCP	578 LF	35.00	20,230.00
4	30" RCP	569 LF	43.00	24,467.00
5	36" RCP	262 LF	56.00	14,672.00
6	42" RCP	65 LF	70.00	4,550.00
7	19"X30" ERCP	142 LF	36.00	5,112.00
8	24"X38" ERCP	498 LF	48.00	23,904.00
9	Endwall for 24" RCP (Detail B-12)	2 EA	1,050.00	2,100.00
10	Endwall for 30" RCP (Detail B-12)	2 EA	1,300.00	2,600.00
11	Endwall for 36" RCP (Detail B-12)	2 EA	1,600.00	3,200.00
12	Valley Gutter Inlet, 36" x 48"	8 EA	1,600.00	12,800.00
13	Grated Swale Inlet	5 EA	1,500.00	7,500.00
14	Bubbler Box	1 EA	3,200.00	3,200.00
15	Junction Box, 5 ft dia.	2 EA	2,500.00	5,000.00
16	Control Structure CS-J7SW	1 EA	3,450.00	3,450.00
17	Control Structure CS-49	1 EA	4,560.00	4,560.00
18	Control Structure CS-55	1 EA	3,650.00	3,650.00
19	6"Underdrain (B-10, local material)	3,000 LF	9.50	28,500.00
20	Underdrain cleanout (B-10)	30 EA	250.00	7,500.00
21	Rock Rip-rap (contingency)	20 SY	125.00	2,500.00
DRAINAGE SUBTOTAL				\$ 182,155.00

ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION FOR PERFORMANCE BOND FOR VENETIAN GOLF AND RIVER CLUB, PHASE 5 - PADOVA WAY & SEVILLA PLACE				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
II.b Sanitary Sewer (Sarasota County)				
1	MH 0'-6'	4 EA	1,750.00	7,000.00
2	MH 8'-10'	5 EA	2,200.00	11,000.00
3	MH 10'-12'	1 EA	1,850.00	1,850.00
4	MH 12'-14'	4 EA	2,650.00	10,600.00
5	Existing MH - tie-in, invert, test, adjust	1 EA	1,200.00	1,200.00
6	8" SDR26 Sewer 0'-6'	550 LF	16.00	8,800.00
7	8" SDR26 Sewer 6'-8'	432 LF	21.00	9,072.00
8	8" SDR26 Sewer 8'-10'	644 LF	24.80	15,971.20
9	8" SDR26 Sewer 10'-12'	425 LF	22.50	9,562.50
10	8" SDR26 Sewer 12'-14'	605 LF	28.70	17,363.50
11	REM & DESP EXIST SAN SEWER	1 LS	15,650.00	15,650.00
12	8" PVC (DR 14) Gravity Sewer	20 LF	65.00	1,300.00
13	Single sewer service	10 EA	650.00	6,500.00
14	Double sewer service	34 EA	1,125.00	38,250.00
15	Testing, sewer system (TV & Infiltration)	2,903 LF	7.00	20,321.00
	SUBTOTAL for Permit Fee			\$ 174,440.20
16	Sarasota County Utility Permit Fee(6.5%)	1 LS	11,338.61	11,338.61
SANITARY SEWER SUBTOTAL				\$ 185,778.81
II.c Water Distribution (City of Venice)				
1	12" PVC DR-18, C900 Water Main	3,497 LF	35.60	124,493.20
2	12" PVC DR-14, C900 Water Main	20 LF	45.80	916.00
3	12" Restrained Joints & M.J. Fittings	1 LS	17,800.00	17,800.00
4	12" DIP w/Fit Culvert Crossing	36 LS	240.00	8,640.00
5	8" PVC DR-18, C900 Water Main	601 LF	17.00	10,217.00
6	8" PVC DR-14, C900 Water Main	20 LF	26.00	520.00
7	8" Restrained Joints & M.J. Fittings	1 LS	7,750.00	7,750.00
8	4" PVC DR 18, C900 Water Main	936 LF	12.00	11,232.00
9	4" PVC DR 14, C900 Water Main	20 LF	20.00	400.00
10	4" Restrained Joints & M.J. Fittings	1 LS	3,560.00	3,560.00
11	12" Gate valve and valve box	5 EA	2,350.00	11,750.00
12	8" Gate valve and valve box	2 EA	1,100.00	2,200.00
13	4" Gate valve and box	2 EA	700.00	1,400.00
14	Fire Hydrant Assembly, Type "B"	3 EA	4,500.00	13,500.00
15	Blow off Assembly (Mueller A412)	1 EA	600.00	600.00
16	Remove BO - tie to exist	1 EA	500.00	500.00
17	1" Double Water Service, Short	13 EA	800.00	10,400.00

ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION FOR PERFORMANCE BOND FOR VENETIAN GOLF AND RIVER CLUB, PHASE 5 - PADOVA WAY & SEVILLA PLACE				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
18	1" Double Water Service, Long (sleeved)	21 EA	1,250.00	26,250.00
19	1" Water Service, Long (sleeved)	6 EA	700.00	4,200.00
20	1" Water Service, Short	4 EA	500.00	2,000.00
21	Water service box installed	78 EA	125.00	9,750.00
22	Pressure Testing and Chlorination	5,034 LF	1.25	6,292.50
WATER DISTRIBUTION SUBTOTAL				\$ 274,370.70
II.d Reclaimed Water Distribution (City of Venice)				
1	6" PVC DR-18, C900, Main	685 LF	12.00	8,220.00
2	6" PVC DR-14, C900, Main	20 LF	18.00	360.00
3	6" Restrained Joints & M.J. Fittings	1 LS	3,800.00	3,800.00
4	4" PVC DR 18, C900, Main	4,214 LF	10.00	42,140.00
5	4" PVC DR 14, C900, Main	40 LF	15.00	600.00
6	4" Restrained Joints & M.J. Fittings	1 LS	5,250.00	5,250.00
7	4" Gate valve and box	4 EA	550.00	2,200.00
8	Blow off Assembly	1 EA	450.00	450.00
9	Remove BO - tie to exist	1 LS	400.00	400.00
10	1" Double Reclaim Service, Short	16 EA	770.00	12,320.00
11	1" Double Reclaim Service, Long (sleeved)	18 EA	1,350.00	24,300.00
12	1" Reclaim Service, Short	6 EA	600.00	3,600.00
13	1" Reclaim Service, Long (sleeved)	4 EA	800.00	3,200.00
14	Reclaim service box not installed, deliver to owner	78 EA	125.00	9,750.00
15	Testing, Reclaim Main	4,899 LF	1.00	4,899.00
RECLAIMED WATER DISTRIBUTION SUBTOTAL				\$ 121,489.00
UNDERGROUND TOTAL				\$ 763,793.51
III. ROAD CONSTRUCTION				
1	Type "M" curb	5,900 LF	7.60	44,840.00
2	Type "A" curb	125 LF	8.00	1,000.00
3	12" Compacted subgrade (LBR 40)	9,800 SY	3.00	29,400.00
4	10" Base, Primed, CTB or CCA	7,700 SY	8.00	61,600.00
5	3/4" Type III asphalt surface, first lift	7,900 SY	4.80	37,920.00
6	3/4" Type III asphalt surface, final lift	7,900 SY	5.00	39,500.00
7	Sod along curb and inlets	2,000 SY	1.60	3,200.00
8	5 ft concrete sidewalk, common area	230 LF	13.75	3,162.50
9	Handicap Ramps	6 EA	880.00	5,280.00
10	5 ft concrete sidewalk, fronting lots	5,664 LF	13.75	77,880.00
11	Geoblock porous pavement (emergency access)	810 SY	38.60	31,266.00
12	Signs	4 EA	225.00	900.00
13	Street/Stop Signs	3 EA	250.00	750.00
14	Stop Bars	3 EA	450.00	1,350.00
15	Pedestrian Crosswalk	275 LF	6.00	1,650.00
16	Frangible gate	1 EA	3,500.00	3,500.00
ROAD CONSTRUCTION TOTAL				\$ 343,198.50

ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION FOR PERFORMANCE BOND FOR VENETIAN GOLF AND RIVER CLUB, PHASE 5 - PADOVA WAY & SEVILLA PLACE				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
IV. MISCELLANEOUS				
1	Compliance w/ Florida Trench Safety Act	1 LS	5,000.00	5,000.00
2	Utility Ducts, material furnished, trench foot	3,000 LF	5.00	15,000.00
3	Utility Ducts material, to 4", pipe foot	1,500 LF	4.50	6,750.00
4	Utility Ducts material, 6", pipe foot	750 LF	7.00	5,250.00
5	Mobilization	1 LS	1,500.00	1,500.00
6	Surveying Services	1 LS	63,900.00	63,900.00
7	Geotechnical testing	1 LS	28,300.00	28,300.00
MISCELLANEOUS TOTAL				\$ 125,700.00
SUMMARY				
VENETIAN GOLF AND RIVER CLUB, PHASE 5 FOR PERFORMANCE BOND				
I. CLEARING AND EARTHWORK				\$ 275,319.40
II. UNDERGROUND				\$ 763,793.51
III. ROAD CONSTRUCTION				\$ 343,198.50
IV. MISCELLANEOUS				\$ 125,700.00
TOTAL VENICE GOLF AND RIVER CLUB, PHASE 5				\$ 1,508,011.41
115% OF TOTAL FOR PERFORMANCE BOND				\$ 1,734,213.12



DECLARATION OF MAINTENANCE RESPONSIBILITIES

WHEREAS WCI COMMUNITIES, LLC, hereinafter referred to as the Developer, is developing a subdivision within the city limits of Venice, Florida, known and identified as VENETIAN GOLF AND RIVER CLUB, PHASE 5, on the following described real property:

Refer to EXHIBIT A attached hereto.

WHEREAS, the Developer desires to have its plat approved and to have the City of Venice undertake certain responsibilities with respect to said development.

WHEREAS, the Developer and the City have agreed that certain of said roads and drainage facilities as part of said plat shall remain privately owned and be maintained by the Venetian Community Development District (CDD) at no expense to the City of Venice, after completion of construction.

NOW, THEREFORE, the Developer and CDD agree that, upon completion of construction, CDD shall maintain and repair to applicable City specifications those roads and drainage facilities identified in EXHIBIT B attached hereto.

This Agreement shall run with the land as described above and shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

Made and executed this 21 day of February, 2014.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date and year first above written.

WCI COMMUNITIES, LLC,
A Delaware limited liability company

Signed, sealed and delivered
in the presence of:

By: Richard Barber
Richard Barber, Vice President

Attest: Vivien Hastings
Vivien Hastings, Secretary

STATE OF FLORIDA)
COUNTY OF Lee)

Subscribed before me this 21 day of February, 2014, by Richard Barber
as Vice President and Vivien Hastings as secretary of WCI Communities, LLC, a Delaware limited liability company, on behalf of the company. He/she are personally known to me.

My commission Expires:

(AFFIX NOTARY SEAL)

Ledia Metaj
(Signature)
Name: LEDIA METAJ
(Legibly Printed or Typed)
Notary Public, State of Florida
#FF051798
(Commission Number)



WCI COMMUNITIES, LLC
INCUMBENCY CERTIFICATE

THE UNDERSIGNED, Vivien N. Hastings, as the duly appointed Secretary of WCI Communities, LLC, a Delaware limited liability company (the "Company"), hereby certifies to the following:

1. That I am the duly elected and current installed Secretary of the Company.
2. As such officer, I am in possession of the current, up-to-date records of the Company.
3. That such corporate records contain the Certificate of Formation, Limited Liability Company Agreement, minutes of meetings of the sole member, and resolutions and consents adopted by the sole member of the Company.
4. That Richard Barber is a duly elected and qualified Vice President of the Company and in such capacity is authorized and empowered to execute and deliver performance agreements, bonds, escrow agreements, development permit applications and other related documents which may be required by various governmental agencies on behalf of the Company.

21st IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this day of February, 2014.

WCI Communities, LLC

By: _____

Vivien N. Hastings
Vivien N. Hastings, Secretary

STATE OF FLORIDA
COUNTY OF LEE

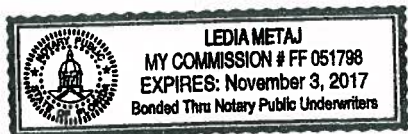
Sworn to and subscribed before me, on February 21, 2014, personally appeared Vivien N. Hastings, as Secretary of WCI Communities, LLC, a Delaware limited liability company, who executed this document on behalf of the Company and who is personally known to me.

My Commission Expires:

Ledia Metaj
Notary Public, State of Florida

LEDIA METAJ

Printed Name of Notary Public



February 6, 2014

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND BEING IN SECTION 27, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE N.01°11'04"W., ALONG THE EASTERLY LINE OF SAID SECTION 27 A DISTANCE OF 2006.77 FEET; THENCE S.88°48'56"W., A DISTANCE OF 1259.25 FEET TO THE POINT OF BEGINNING, AND A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 36°49'58", A TANGENT LENGTH OF 226.42 FEET, A CHORD BEARING OF S.34°14'49"W. AND A CHORD LENGTH OF 429.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 437.14 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 35.00, A CENTRAL ANGLE OF 97°45'03", A TANGENT LENGTH OF 40.09 FEET, A CHORD BEARING OF S.78°27'40"E. AND A CHORD LENGTH OF 52.73 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 59.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING: A RADIUS OF 35.00 FEET; A CENTRAL ANGLE OF 56°07'54", A TANGENT LENGTH OF 18.66 FEET, A CHORD BEARING OF S.57°39'06"E. AND A CHORD LENGTH OF 32.93 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 34.29 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.85°43'03"E., A DISTANCE OF 94.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 29°34'15", A TANGENT LENGTH OF 31.67 FEET, A CHORD BEARING OF S.70°55'55"E. AND A CHORD LENGTH OF 61.25 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 61.93 FEET TO THE END OF SAID CURVE; THENCE S.56°08'48"E., A DISTANCE OF 4.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 18°45'34", A TANGENT LENGTH OF 5.78 FEET, A CHORD BEARING OF S.65°31'35"E. AND A CHORD LENGTH OF 11.41 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 11.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.74°54'22"E., A DISTANCE OF 64.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT: HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 09°45'40", A TANGENT LENGTH OF 17.08 FEET, A CHORD BEARING OF S.70°01'32"E. AND A CHORD LENGTH OF 34.03 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 34.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.65°08'42"E., A DISTANCE OF 112.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 11°25'41", A TANGENT LENGTH OF 20.01 FEET, A CHORD BEARING OF S.59°25'51"E. AND A CHORD LENGTH OF 39.83 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 39.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 43°31'44", A TANGENT LENGTH OF 47.91 FEET, A CHORD BEARING OF S.31°57'09"E. AND A CHORD LENGTH OF 88.99 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 91.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.10°11'17"E. A DISTANCE OF 32.90 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING: A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 99°27'01", A TANGENT LENGTH OF 44.85 FEET, A CHORD BEARING OF S.39°32'14"W. AND A CHORD LENGTH OF 57.98 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 65.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°15'44"W., A DISTANCE OF 1414.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 82°21'04", A TANGENT LENGTH OF 33.24 FEET, A CHORD

February 6, 2014

BEARING OF N.49°33'44"W. AND A CHORD LENGTH OF 50.04 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 54.62 FEET TO THE END OF SAID CURVE; THENCE N.08°12'07"W., A DISTANCE OF 140.08 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 86°55'39", A TANGENT LENGTH OF 36.01 FEET, A CHORD BEARING OF N.35°30'31"E. AND A CHORD LENGTH OF 52.28 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 57.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 80°57'37", A TANGENT LENGTH OF 29.87 FEET, A CHORD BEARING OF N.38°29'31"E. AND A CHORD LENGTH OF 45.44 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 49.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.01°59'17"W., A DISTANCE OF 24.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 143°32'03", A TANGENT LENGTH OF 106.25 FEET, A CHORD BEARING OF N.69°46'44"E. AND A CHORD LENGTH OF 66.49 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 87.68 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 38°26'59", A TANGENT LENGTH OF 97.64 FEET, A CHORD BEARING OF N.19°13'45"W. AND A CHORD LENGTH OF 184.39 FEET, THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 187.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.00°00'16"W., A DISTANCE OF 3.58 FEET; THENCE S.89°59'44"W., A DISTANCE OF 185.86 FEET TO THE INTERSECTION WITH THE EAST LINE OF THAT CERTAIN 30.0 FOOT WIDE, INGRESS AND EGRESS, EASEMENT, AS DESCRIBED AND RECORDED IN O.R. BOOK 1378, PAGE 1030 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°56'10"W., ALONG SAID EAST LINE, A DISTANCE OF 60.01 FEET; THENCE N.89°59'44"E., A DISTANCE OF 186.84 FEET; THENCE N.00°00'16"W., A DISTANCE OF 51.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A TANGENT LENGTH OF 35.00 FEET, A CHORD BEARING OF S.44°59'44"W. AND A CHORD LENGTH OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 54.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.89°59'44"W., A DISTANCE OF 107.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°04'06", A TANGENT LENGTH OF 34.44 FEET, A CHORD BEARING OF N.45°28'13"W., AND A CHORD LENGTH OF 49.09 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 54.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.00°56'10"W., A DISTANCE OF 863.36 FEET TO THE POINT OF CURVATURE OF A CURVE OT THE RIGHT, HAVING: A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 103°27'28", A TANGENT LENGTH OF 48.17 FEET, A CHORD BEARING OF N.50°47'34"E. AND A CHORD LENGTH OF 59.67 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 68.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.77°28'42"E., A DISTANCE OF 107.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 33°32'53", A TANGENT LENGTH OF 14.17 FEET, A CHORD BEARING OF N.85°44'52"E. AND A CHORD LENGTH OF 27.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 27.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.68°58'25"E., A DISTANCE OF 57.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 27°43'56", A TANGENT LENGTH OF 9.38 FEET, A CHORD BEARING OF N.82°50'23"E. AND A CHORD LENGTH OF 18.21 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 18.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.83°17'39"E., A DISTANCE OF 42.32 FEET TO THE POINT OF CURVATURE OF A

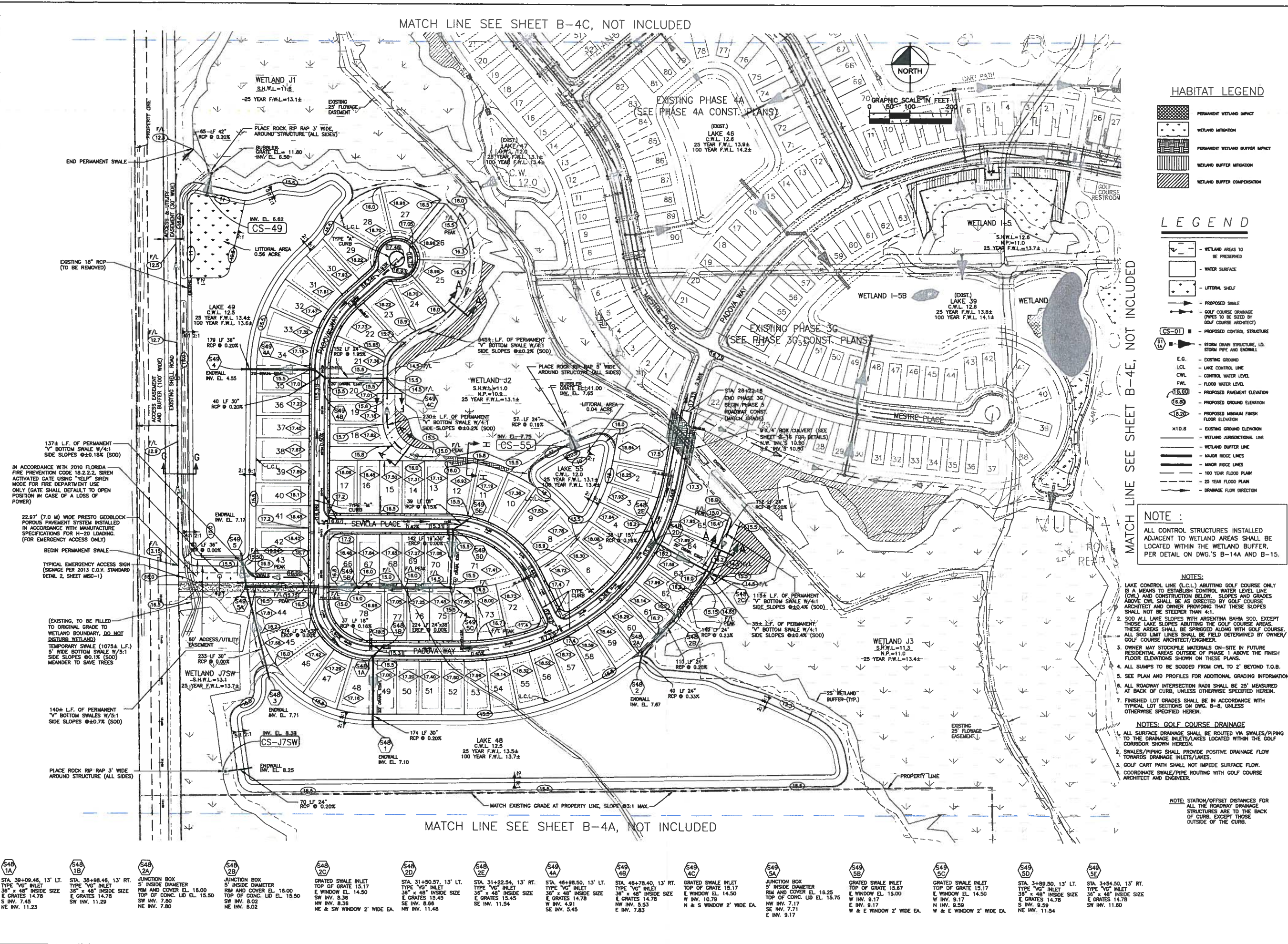
February 6, 2014

CURVE TO THE LEFT, HAVING: A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 35°44'47", A TANGENT LENGTH OF 15.16 FEET, A CHORD BEARING OF N.78°49'58"E. AND A CHORD LENGTH OF 28.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 29.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.60°57'35"E., A DISTANCE OF 37.87 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 68°49'46", A TANGENT LENGTH OF 26.03 FEET, A CHORD BEARING OF S.84°37'32"E. AND A CHORD LENGTH OF 42.95 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 45.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.50°12'39"E., A DISTANCE OF 20.43 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 98°05'43", A TANGENT LENGTH OF 40.33 FEET, A CHORD BEARING OF S.01°09'48"E. AND A CHORD LENGTH OF 52.87 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 59.92 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 78°44'48", A TANGENT LENGTH OF 147.71 FEET, A CHORD BEARING OF N.87°15'28"E. AND A CHORD LENGTH OF 228.37 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 247.39 FEET TO THE END OF SAID CURVE; THENCE S.39°01'09"W., A DISTANCE OF 130.41 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT: A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 17°15'14", A CHORD BEARING OF N.50°58'51"W. AND A CHORD LENGTH OF 15.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 15.06 FEET; THENCE N.39°01'09"E., A DISTANCE OF 130.41 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING: A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 117°19'39", A TANGENT LENGTH OF 295.63 FEET, A CHORD BEARING OF S.10°04'15"W. AND A CHORD LENGTH OF 307.49 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 368.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 20°53'57", A TANGENT LENGTH OF 36.89 FEET, A CHORD BEARING OF S.58°17'06"W. AND A CHORD LENGTH OF 72.55 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 72.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.47°50'08"W., A DISTANCE OF 16.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 47°50'24", A TANGENT LENGTH OF 31.05 FEET, A CHORD BEARING OF S.23°54'56"W. AND A CHORD LENGTH OF 56.76 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 58.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.00°00'16"E., A DISTANCE OF 123.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 89°59'44", A TANGENT LENGTH OF 99.99 FEET, A CHORD BEARING OF S.45°00'08"E. AND A CHORD LENGTH OF 141.42 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 157.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE EAST, A DISTANCE OF 62.87 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 33°14'38", A TANGENT LENGTH OF 113.44 FEET, A CHORD BEARING OF S.73°22'41"E. AND A CHORD LENGTH OF 217.40 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 220.48 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 111°37'05", A TANGENT LENGTH OF 51.52 FEET, A CHORD BEARING OF N.00°51'53"W. AND A CHORD LENGTH OF 57.90 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 68.18 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 19°39'09", A TANGENT LENGTH OF 86.60 FEET, A CHORD BEARING OF N.64°46'14"E. AND A CHORD LENGTH OF 170.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC

LENGTH OF 171.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF $116^{\circ}10'44''$, A TANGENT LENGTH OF 56.21 FEET, A CHORD BEARING OF $S.47^{\circ}18'49''E.$ AND A CHORD LENGTH OF 59.42 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 70.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE $N.10^{\circ}46'33''E.$, A DISTANCE OF 39.80 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF $31^{\circ}45'06''$, A TANGENT LENGTH OF 9.95 FEET, A CHORD BEARING OF $N.80^{\circ}55'35''E.$ AND A CHORD LENGTH OF 19.15', THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 19.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE $N.65^{\circ}03'02''E.$, A DISTANCE OF 26.90 FEET; THENCE $N.87^{\circ}49'44''E.$, A DISTANCE OF 19.31 FEET; THENCE $S.56^{\circ}01'34''E.$, A DISTANCE OF 77.61 FEET; THENCE $N.10^{\circ}46'33''E.$, A DISTANCE OF 53.03 FEET; TO THE SOUTHERLY MOST TERMINUS OF PADOVA WAY, DESCRIBED AS TRACT "A" ACCORDING TO THE PLAT OF "VENETIAN GOLF & RIVER CLUB, PHASE 3G" AS RECORDED IN PLAT BOOK 45 AT PAGES 44 TO 44 B OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE $S.79^{\circ}13'27''E.$ ALONG THE SAID SOUTHERLY MOST TERMINUS OF PADOVA WAY, A DISTANCE OF 50.00 FEET; THENCE $S.10^{\circ}46'33''W.$, A DISTANCE OF 90.34 FEET; THENCE $S.42^{\circ}06'29''E.$, A DISTANCE OF 159.71 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1,422,432 SQUARE FEET OR 32.65 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of or improper reliance on this document without written authorization and approval by Kimley-Horn and Associates, Inc. and be without liability to Kimley-Horn and Associates, Inc.



HABITAT LEGEND

- PERMANENT WETLAND IMPACT
- WETLAND MITIGATION
- PERMANENT WETLAND BUFFER IMPACT
- WETLAND BUFFER MITIGATION
- WETLAND BUFFER COMPENSATION

LEGEND

- WETLAND AREAS TO BE PRESERVED
- WATER SURFACE
- UTLITORAL SHELF
- PROPOSED SWALE
- GOLF COURSE DRAINAGE (PIPES TO BE SIZED BY GOLF COURSE ARCHITECT)
- PROPOSED CONTROL STRUCTURE
- STORM DRAIN STRUCTURE, I.D. STORM PIPE AND ENDWALL
- E.G. - EXISTING GROUND
- L.C.L. - LAKE CONTROL LINE
- C.W.L. - CROWN WATER LEVEL
- F.W.L. - FLOOD WATER LEVEL
- PROPOSED PAVEMENT ELEVATION
- PROPOSED GROUND ELEVATION
- PROPOSED MINIMUM FINISH FLOOR ELEVATION
- EXISTING GROUND ELEVATION
- WETLAND JURISDICTIONAL LINE
- WETLAND BUFFER LINE
- MAJOR ROADS LINES
- MINOR ROADS LINES
- 100 YEAR FLOOD PLAN
- 25 YEAR FLOOD PLAN
- DRAINAGE FLOW DIRECTION

NOTE:

ALL CONTROL STRUCTURES INSTALLED ADJACENT TO WETLAND AREAS SHALL BE LOCATED WITHIN THE WETLAND BUFFER, PER DETAIL ON DWG.'S B-14A AND B-15.

NOTES:

- LAKE CONTROL LINE (L.C.L.) ADJUTING GOLF COURSE ONLY IS A MEANS TO ESTABLISH CONTROL WATER LEVEL LINE (C.W.L.) AND CONSTRUCTION BELOW. SLOPES AND GRADES ABOVE C.W.L. SHALL BE AS DIRECTED BY GOLF COURSE ARCHITECT AND OWNER PROVIDING THAT THESE SLOPES SHALL NOT BE STEEPER THAN 4:1.
- SOD ALL LAKE SLOPES WITH ARGENTINA BAHIA SOD, EXCEPT THOSE LAKE SLOPES ADJUTING THE GOLF COURSE AREAS. THESE AREAS SHALL BE SPRIGGED ALONG WITH GOLF COURSE. ALL SOD LIMIT LINES SHALL BE FIELD DETERMINED BY OWNER/ GOLF COURSE ARCHITECT/ENGINEER.
- OWNER MAY STOCKPILE MATERIALS ON-SITE IN FUTURE RESIDENTIAL AREAS OUTSIDE OF PHASE 1 ABOVE THE FINISH FLOOR ELEVATIONS SHOWN ON THESE PLANS.
- ALL SUMPS TO BE SODDED FROM C.W.L. TO 2' BEYOND T.O.B.
- SEE PLAN AND PROFILES FOR ADDITIONAL GRADING INFORMATION.
- ALL ROADWAY INTERSECTION RADI SHALL BE 25' MEASURED AT BACK OF CURB, UNLESS OTHERWISE SPECIFIED HEREIN.
- FINISHED LOT GRADES SHALL BE IN ACCORDANCE WITH TYPICAL LOT SECTIONS ON DWG. B-8, UNLESS OTHERWISE SPECIFIED HEREIN.

NOTES: GOLF COURSE DRAINAGE

- ALL SURFACE DRAINAGE SHALL BE ROUTED VIA SWALES/PIPING TO THE DRAINAGE INLETS/LAKES LOCATED WITHIN THE GOLF COURSE SHOWN HEREON.
- SWALES/PIPING SHALL PROVIDE POSITIVE DRAINAGE FLOW TOWARDS DRAINAGE INLETS/LAKES.
- GOLF CART PATH SHALL NOT IMPEDE SURFACE FLOW.
- COORDINATE SWALE/PIPE ROUTING WITH GOLF COURSE ARCHITECT AND ENGINEER.

NOTE: STATION/OFFSET DISTANCES FOR ALL THE ROADWAY DRAINAGE STRUCTURES ARE TO THE BACK OF CURB, EXCEPT THOSE OUTSIDE OF THE CURB.

EXHIBIT B
VENETIAN GOLF & RIVER CLUB PHASE 5
PAVING GRADING AND DRAINAGE PLAN
PREPARED FOR WCI COMMUNITIES, INC
CITY OF VENICE

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WILLIAM E. CONERLY, P.E.
FLORIDA LICENSE NUMBER 57414
DATE: _____

REVISIONS
No. _____ DATE _____ BY _____

SHEET NUMBER
B-4