

MEMO

City of Venice Engineering Department

To: Mayor and City Council

From: Kathleen Weeden, PE, City Engineer

Date: 04/04/2014

Subject: Venetian Golf & River Club Phase 3F

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 3F 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 Phase 3F" so it may be recorded in the official records of Sarasota County.

City Attorney Review: Approved.

Risk Management: Approved.

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

DEVELOPERS COMPLETION AND PAYMENT BOND

Bond No.: SUR20000080 _____, herein called KNOW ALL MEN BY THESE PRESENTS, that WCI COMMUNITIES, LLC "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 NINE HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED THIRTY EIGHT AND 15/100 (\$948,238.15) 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 Indeminity, Inc. Bond No. SUR20000080, 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 AND RIVER CLUB, PHASE 3F 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 December 5, 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 December 5, 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
Cluri Flasts Secretary	President/Vice President + TREAS URER
Approved as to form and	IRONSHORE INDEMNHTY INC.
correctness:	(2.5)
City Attorney	Christopher L. Dobbs, Attorney-in-Fact Florida License #

4 / 24

Bond No. SUR20000080

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 Nine Hundred Forty-Eight Thousand Two Hundred Thirty-Eight and 15/100 Dollars (\$948,238.15), 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, Phase 3F."

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.	
12890 Lebanon Rd.	
Mt. Juliet, TN 37122	
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 <u>February 20</u>, 2014 to <u>February 20</u>, 20<u>15</u>. This Bond will be automatically renewed for one year annual terms unless the Obligee and Principal are notified of nonrenewal 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:

Title:

la: 1/106 PRE

WIT A TOE

Surety: Ironshore Indemnity Inc.

By:

Name: Chris Dobbs

Title: Attorney-in-Fact

ACKNOWLEDGEMENT OF SURETY

State of **Tennessee**

County of Wilson

On this, <u>31st</u> day of <u>March</u>, <u>2014</u>, before me a Notary Public, of the State and County aforesaid, personally appeared, <u>Chris Dobbs</u>, <u>Attorney-in-Fact</u> of <u>Ironshore Indemnity Inc.</u>, who acknowledged that she being so authorized, executed the <u>Surety Bond SUR20000080</u> for <u>WCI Communities</u> in favor of <u>City of Venice</u>, <u>Florida</u>.

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

Tracy L. Carlile, Notary Public

Notary County of Residence: **Rutherford**

Notary Commission Expires: 11/18/2017

SEAL:

POWER OF ATTORNEY

III- 20000080

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.

SEAL 1919

Daniel L. Sussman

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.

NOTARY PUBLIC-STATE OF NEW YORK
No. 01 BE6222764
Qualified in New York County
My Commission Expires June 01, 2014

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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 31st Day of March , 20 14



Paul S. Glord. 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."

CORPORATE ACKNOWLEDGMENT FORM

STATE OF FLORIDA

COUNTY OF LEE

On this 1sr 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
My comm. expires June 15, 2014
Commission Number EE 1014

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.
- As such officer, I am in possession of the current, up-to-date records of the Company. 2.
- 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

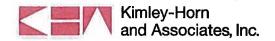
By:

STATE OF FLORIDA COUNTY OF LEE

Sworn to and subscribed before me, on February 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:

MARY S. COOK Notary Public - State of Florida My Comm. Expires Mar 6, 2016 Commission # EE 172474 Bonded Through National Notary Assn.



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 3F

Valenza Loop Performance Bond

Our Ref:

048117106

Dear Ms. Weeden:

I certify that the estimated cost of the required improvements for Venetian Golf and River Club, Phase 3F consisting of the improvements needed for 55 Single Family Homes, is \$824,554.92. An itemized breakdown of this estimate is attached for your review.

The developer of this project, WCI Communities, Inc., will furnish security in the form of bond in the amount of \$948,238.15 (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 3F, 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. Conerly R.E. C. Florida Registration #57414.

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ommunities, LLC (w/att.)

ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION FOR PERFORMANCE BOND FOR

VENETIAN GOLF AND RIVER CLUB, PHASE 3F - VALENZA LOOP

VENETIAN GOLF AND RIVER CLUB, PHASE 3F - VALENZA LOOP ESTIMATED LINE DOLE 144011					
ITEM	DESCRIPTION	QUAN		UNIT PRICE	AMOUNT
I. Cle	aring and Earthwork				
1	Clearing and grubbing	16.91	AC	680.00	11,500.37
2	Balance Site:				,
2a	ALTERNATE: Haul Material On-Site	1	LS	23,450.00	23,450.00
2b	ALTERNATE: Dispose of Excess Material Off-Site				
3	Fine Grading	1	LS	19,800.00	19,800.00
4	Dewatering	1	МО	14,800.00	14,800.00
5	Sod Lake Slopes	3,410	SY	1.60	5,456.00
6	Sod (contingency)	500	SY	1.60	800.00
7	Seed and mulch (contingency)	500	SY	0.55	275.00
8	Best Management Practices - Compliance	_1	LS	5,500.00	5,500.00
9	Silt Fence	5,051	LF	1.30	6,566.30
		CLEARING A	ND EAR	THWORK TOTAL	\$ 88,147.67
II. UN	DERGROUND				
II .	II.a Drainage				
1	36" RCP	395	LF	56.00	22,120.00
2	24" RCP	340	LF	35.00	11,900.00
3	18" RCP	275	LF	24.00	6,600.00
4	Endwall for 36" RCP	2	LF	1,600.00	3,200.00
5	Endwall for 24" RCP	2	LF	1,050.00	2,100.00
6	Endwall for 18" RCP	1	LF	1,000.00	1,000.00
7	Throat inlet, 36" x 48"	9	EA	2,300.00	20,700.00
8	6" Underdrain (B-10, local material)	100	EA	9.50	950.00
9	Underdrain cleanout (B-10)	2	EA	250.00	500.00
10	Rock Rip-rap (contingency)	100	EA	125.00	12,500.00
			DRAIN	IAGE SUBTOTAL	\$ 81,570.00
	II.b Sanitary Sewer (Sarasota County)				
1	MH 6' - 8'	1	EA	2,200.00	2,200.00
2	MH 8' - 10'	1	EA	2,700.00	2,700.00
3	MH 10' - 12'	3	EA	3,300.00	9,900.00
4	MH 12' - 14'	3	EA	3,900.00	11,700.00
5	Drop MH 12' - 14' (Lined)	1	EA	8,870.00	8,870.00
6	8" SDR26 Sewer 6' - 8'	179	LF	23.00	4,117.00
7	8" SDR26 Sewer 8' - 10'	596	LF	27.00	16,092.00
8	8" SDR26 Sewer 10' - 12'	524	LF	33.00	17,292.00
9	8" SDR26 Sewer 12' - 14'	837	LF	46.00	38,502.00

ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION FOR PERFORMANCE BOND FOR

FOR VENETIAN GOLF AND RIVER CLUB, PHASE 3F - VALENZA LOOP					
ITEM	DESCRIPTION	ESTIMA QUANT		UNIT PRICE	AMOUNT
10	Adjust sewer service	1	EA	3,350.00	3,350.00
11	Single sewer service	8	EA	700.00	5,600.00
12	Double sewer service	22	EA	1,360.00	29,920.00
13	Testing, sewer system	2,298	LF	7.00	16,086.00
	SUBTOTAL for Permit Fee				
14	Sarasota County Utility Permit Fee	1	LS	11,000.00	11,000.00
		SANITA	ARY SEW	ER SUBTOTAL	\$ 177,329.00
	II.c Water Distribution (City of VenIce)				
□ 1□	8" PVC DR-18, C900, CL 150 Water Main (inc. Fittings & R.J.)	2,166	LF	18.00	38,988.00
2	8" PVC DR-14, C900, CL 150 Water Main (inc. Fittings & R.J.)	40	LF	30.00	1,200.00
3	2" PVC Sch 80, Water Main (inc. Fittings & R.J.)	140	LF	12.00	1,680.00
4	8" Valve and box	2	EA	1,250.00	2,500.00
5	2" Valve and box	1	EA	650.00	650.00
6	Remove Existing Watermain	150	LF	11.00	1,650.00
7	Fire Hydrant Assembly, Type "B"	3	EA	4,600.00	13,800.00
8	Remove Plug/BO - tie to exist	2	EA	500.00	1,000.00
9	2" Double Water Service, Long (sleeved)	8	EA	1,570.00	12,560.00
10	2" Double Water Service, Short	12	EA	1,360.00	16,320.00
11	1" Water Service, Short	7	EA	600.00	4,200.00
12	1" Water Service, Long (sleeved)	8	EA	700.00	5,600.00
13	Testing, Water Distribution	2,346	LF	1.25	2,932.50
	WATER DISTRIBUTION SUBTOTAL \$ 103,				
	II.d Reclaimed Water Distribution (City of Venice)				
1	4" PVC DR 18, C900, CL150, Water Main (inc. Fittings & R.J.)	2,200	LF	10.00	22,000.00
2	4" PVC DR 14, C900, CL150, Water Main (inc. Fittings & R.J.)	40	LF	15.00	600.00
3	4" Gate Valve and box	2	EA	550.00	1,100.00
4	Blow off Assembly	1	EA	450.00	450.00
5	Remove Plug/BO - tie to exist	2	EA	400.00	800.00
6	1" Reclaim Service, Long (sleeved)	7	EA	800.00	5,600.00
7	1" Double Reclaim Service, Long (sleeved)	13	EA	1,350.00	17,550.00
8	1" Double Reclaim Service, Short	9	EA	770.00	6,930.00
9	1" Reclaim Service, Short	5	EA	600.00	3,000.00
10	Testing, Reclaim Distribution	2,240	LF	1.00	2,240.00
RECLAIMED WATER DISTRIBUTION SUBTOTAL				\$ 60,270.00	
UNDERGROUND TOTAL \$ 422,249.50					
III. ROAD CONSTRUCTION					
1	Type "M" curb	4,470	LF	8.20	36,654.00
2	Type "A" curb	122	LF	9.00	1,098.00
3	12" Compacted subgrade (LBR 40)	7,260	SY	3.65	26,499.00

ENGINEERS OPINION OF PROBA	BLE COST OF CONSTRUCTION
FO	R
PERFORMA	NCE BOND

FOR

ITEM	DESCRIPTION	ESTIMA QUANT		UNIT PRICE		AMOUNT
4	10" Base, Primed, CTB or CCA	5,965	SY	10.70		63,825.50
5	3/4" Type III asphalt surface, first lift	5,965	SY	5.00		29,825.00
6	3/4" Type III asphalt surface, final lift	5,965	SY	5.25		31,316.25
7	Sod along curb and inlets	1,600	SY	1.60		2,560.00
8	5 ft concrete sidewalk, common area	230	LF	16.00		3,680.00
9	Handicap Ramps	3	EA	900.00		2,700.00
10	Signage and Striping	1	LS	5,500.00	¥	5,500.00
		ROAD	CONST	RUCTION TOTAL	\$	203,657.75
IV. M	ISCELLANEOUS					
1	Compliance w/ Florida Trench Safety Act	1	LS	6,000.00		6,000.00
2	Utility Ducts, material furnished, trench foot	1,000	LF	6.00	11	6,000.00
3	Utility Ducts material, to 4", pipe foot	500	LF	5.00		2,500.00
4	Utility Ducts material, 6", pipe foot	500	LF	8.00	119	4,000.00
5	Surveying Services	1	LS	58,500.00		58,500.00
6	Geotechnical testing	1	LS	29,000.00		29,000.00
7	Mobilization	1	LS	4,500.00		4,500.00
	MISCELLANEOUS TOTAL		ANEOUS TOTAL	\$	110,500.00	
	SUN	MARY	E	1		
	VENETIAN GOLF AND RIVER CLUB, PHASE 3F FOR PER	RFORMANCE BO	ND			
I. C	LEARING AND EARTHWORK				\$	88,147.67
II. UNDERGROUND			\$	422,249.50		
III. ROAD CONSTRUCTION			\$	203,657.75		
IV. MISCELLANEOUS			\$	110,500.00		
TOTAL VENICE GOLF AND RIVER CLUB, PHASE 3F			\$	824,554.92		
115%	OF TOTAL FOR PERFORMANCE BOND		× -		\$	948,238.15



DECLARATION OF MAINTENANCE RESPONSIBILITIES

WHEREAS <u>WCI COMMUNITIES</u> , <u>LLC</u> , hereinafter referred to as the Developer, is developing a subdivision within the city limits of Venice, Florida, known and identified as <u>VENETIAN GOLF AND RIVER CLUB</u> , <u>PHASE 3F</u> , 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: Mulius Barber, Vice President Attest: Vivien Hastings, Secretary						
STATE OF FLORIDA) COUNTY OF ∠ee)						
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: (Signature) Name: LEMA METAJ						
(Legibly Printed or Typed)						
Notary Public, State of Flordia LEDIA META # FF 05/798 MY COMMISSION # FF 051798 EXPIRES: November 3, 2017 Bonded Thru Notary Public Underwriters (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.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 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 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
MY COMMISSION # FF 051798
EXPIRES: November 3, 2017
Sonded Thru Notary Public Underwriters

Notary Public, State of Florida
LEDIA METAJ

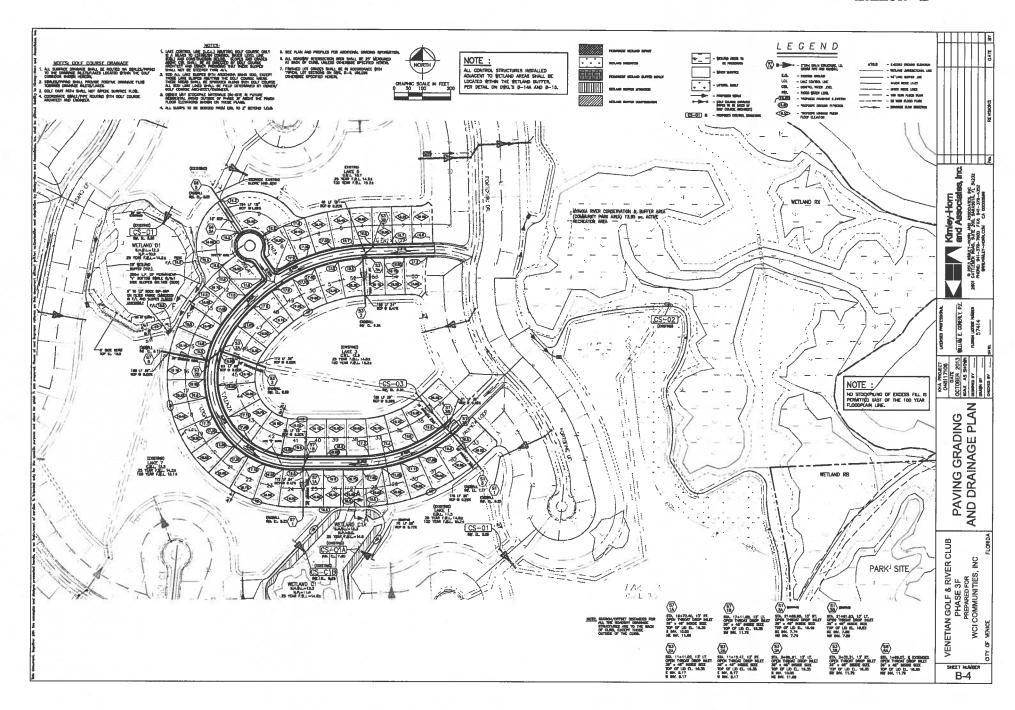
Printed Name of Notary Public

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 36 VENETIAN GOLF AND RIVER CLUB PHASE 3E, A SUBDIVISION AS RECORDED IN PLAT BOOK 45, PAGE 17, PUBLIC RECORDS OF SARASOTA COUNTY, FOR THE POINT OF BEGINNING: THENCE ALONG THE WESTERLY LINE OF SAID VENETIAN GOLF AND RIVER CLUB PHASE 3E THE FOLLOWING THIRTEEN (13) COURSES: (1) S.21°42'12"W., A DISTANCE OF 54.41 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 410.00 FEET, WITH A CHORD BEARING OF S.04°21'53"W.; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°48'02", A DISTANCE OF 84.44 FEET; (3) THENCE S.01°32'08"E., A DISTANCE OF 38.76 FEET; (4) THENCE S.38°14'32"W., A DISTANCE OF 23.17 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, WITH A CHORD BEARING OF S.28°34'59"E.; (5) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°20'58", A DISTANCE OF 36.40 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 560.00 FEET AND A CENTRAL ANGLE OF 21°16'56", WITH A CHORD BEARING OF S.16°02'58"E.; (6) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 208.01 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 35°09'12", WITH A CHORD BEARING OF S.09°06'50"E.; (7) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.61 FEET; (8) THENCE S.81°32'14"E., A DISTANCE OF 11.18 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 560.00 FEET, WITH A CHORD BEARING OF S.36°44'02"E.; (9) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°27'48", A DISTANCE OF 131.59 FEET: (10) THENCE S.43°27'01"E., A DISTANCE OF 50.01 FEET; (11) THENCE S.44°45'35"E., A DISTANCE OF 16.03 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 489.00 FEET AND A CENTRAL ANGLE OF 13°28'37", WITH A CHORD BEARING OF S.38°01'16"E.; (12) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 115.02 FEET; (13) THENCE S.07°52'10"W., A DISTANCE OF 22.66 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THAT CERTAIN PARCEL 3F-2, AS DESCRIBED AND RECORDED IN INSTRUMENT #2013171026, SAID PUBLIC RECORDS AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 38.04 FEET, WITH A CHORD BEARING OF S.68°43'54"W.; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°58'57", A DISTANCE OF 31.20 FEET; (2) THENCE S.45°14'25"W., A DISTANCE OF 23.75 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 656.67 FEET AND A CENTRAL ANGLE OF 35°05'12" WITH A CHORD BEARING OF S.62°47'01"W.; (3) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 402.13 FEET; (4) THENCE N.09°40'23"W., A DISTANCE OF 1.67 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN COMMON AREA 7, AS DESCRIBED AND RECORDED IN INSTRUMENT #2011123027,SAID PUBLIC RECORDS AND A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 655.00 FEET, WITH A CHORD BEARING OF S.85°03'47"W.; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°28'20", A DISTANCE OF 108.29 FEET; THENCE S.89°47'57"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 119.95 FEET TO THE INTERSECTION WITH THE EAST LINE OF THAT CERTAIN PARCEL 3F-3 IN SAID INSTRUMENT #2013171026; THENCE ALONG THE EAST, SOUTHERLY AND WESTERLY LINE OF SAID PARCEL 3F-3 THE FOLLOWING SIX (6) COURSES: (1) S.00°12'03"E., A DISTANCE OF 1.67 FEET; (2) THENCE S.89°47'57"W., A DISTANCE OF 98.02 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 456.67 FEET AND A CENTRAL ANGLE OF 123°25'01", WITH A CHORD BEARING OF N.28°29'33'W.: (3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 983.68 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 781.67 FEET AND A CENTRAL ANGLE OF 05°55'27", WITH A CHORD BEARING OF

N.36°10'41"E.; (4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE. A DISTANCE OF 80.82 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 48.33 FEET AND A CENTRAL ANGLE OF 69°01'01", WITH A CHORD BEARING OF N.04°37'54"E.; (5) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE. A DISTANCE OF 58.22 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 191.67 FEET AND A CENTRAL ANGLE OF 82°47'12". WITH A CHORD BEARING OF N.11°31'00"E.; (6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 276.94 FEET; THENCE S.34°05'58"E., ALONG THE BOUNDARY LINE OF SAID COMMON AREA 7, INSTRUMENT #2011123027 AND THE NORTHWESTERLY EXTENSION THEREOF, A DISTANCE OF 142.42 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, WITH A CHORD BEARING OF N.55°54'02"E.; THENCE NORTHEASTERLY ALONG SAID BOUNDARY LINE OF COMMON AREA 8, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°04'26", A DISTANCE OF 20.14 FEET; THENCE N.34°05'58"W., ALONG SAID BOUNDARY LINE OF COMMON AREA 8, AND THE NORTHWESTERLY EXTENSION THEREOF, A DISTANCE OF 142.42 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 191.67 FEET, WITH A CHORD BEARING OF S.79°42'55"E.; THENCE ALONG THE SOUTHERLY LINE OF THAT CERTAIN PARCEL 3F-1, AS DESCRIBED AND RECORDED IN SAID INSTRUMENT #2013171026 THE FOLLOWING FIVE (5) COURSES: (1) EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°47'12", A DISTANCE OF 276.94 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 48.33 FEET AND A CENTRAL ANGLE OF 69°01'01", WITH A CHORD BEARING OF S.72°49'49"E.; (2) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.22 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 781.67 FEET AND A CENTRAL ANGLE OF 15°48'12", WITH A CHORD BEARING OF N.80°33'46"E.; (3) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 215.60 FEET; (4) THENCE N.88°27'52"E., A DISTANCE OF 184.95 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 49.93 FEET AND A CENTRAL ANGLE OF 39°03'23", WITH A CHORD BEARING OF N.68°56'11"E.; (5) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.04 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID VENETIAN GOLF AND RIVER CLUB PHASE 3E; THENCE S.45°53'30"E., ALONG SAID WESTERLY LINE OF VENETIAN GOLF AND RIVER CLUB PHASE 3E A DISTANCE OF 17.94 FEET; THENCE S.01°32'08"E., ALONG SAID WESTERLY LINE OF VENETIAN GOLF AND RIVER CLUB PHASE 3E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 25 & 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA. CONTAINING 960,187 SQUARE FEET OR 22.04 ACRES, MORE OR LESS.

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



VENETIAN GOLF & RIVER CLUB, PHASE 3-F A SUBDIVISION IN

PLAT BOOK_____ PAGE SHEET 1 OF 6

	SECTION 25 & 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST CITY OF VENICE, SARASOTA COUNTY, FLORIDA	- = =
CERTIFICATE OF APPROVAL OF COUNTY CLERK:		CERTIFICATE OF OWNERSHIP AND DEDICATION:
STATE OF FLORIDA :	PHASE 3A-B-	STATE OF FLORIDA :
COUNTY OF SARASOTA :	PHASE 31 PHASE 40 PHASE 20-0 PHAS	COUNTY OF SARASOTA :
I, Koren E. Rushing, County Clerk of Scrosota County, Florida, hereby certify that this plot has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats, and that this plot has been filled for record in Plot Book Page Public Records of Scrosota County, Florida, this day of	PIASE STEE	WCI Communities, LLC. A Delaware limited liability company, by its duly appointed officer, Richard Barber, Vice President of solid firmited liability company and owner of "PUEITIAN GOLF & RIVER CLUB, PHASE 35" shown and described hereon. Sald company dose hereby dedicate the following:
County, Florida, this day of	PHASE 5 PHASE 3-PHASE	To the Venetian Community Development District, its successors and assign all of the ecasements, AND TRACTS herein labeled "10 DRAIAGE EASEMENTS" 15' UTILITY EASEMENTS", "20' DRAINAGE EASEMENTS", "21' DRAINAGE EASEMENTS", TRACT B COMMON AREA, TRACT DEVINED TO LAKE AND 15' UTILITY & SIDEWALK EASEMENT" for purposes of operations, maintenance and repairs.
Deputy Clerk CERTIFICATE OF APPROVAL OF CITY COUNCIL:	SITE MAP LAUREL ROAD PHASE 3	To the Venetian Community Development District, its successors and assign all of Tract "A" (road right-of-way) for purposes of ingress/sgress, drain- d utilities operations, maintenance and report it being specifically understox
STATE OF FLORIDA : S.S. COUNTY OF SARASOTA :		that no obligation is imposed upon the City or the County, nor shall any request ever be entered to the City or the County to maintain or improve said road.
	VENETIAN COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"):	To the City of Venice, Sarasota County, the Venetian Golf and River Club
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY ACCEPTED BY THE CITY COUNCIL OF VENICE, A MUNICIPALITY IN COUNTY OF SARASOTA, STATE OF FLORIDA, THISDAY OF	THE DISTRICT HEREBY ACCEPTS THE DEDICATIONS (I) THE "DRAINAGE EASEMENTS" AND "UTILITY & SIDEWALK EASEMENTS", (II) DTHER EASEMENTS DEDICATED TO THE DISTRICT BY THE PLAT, (III) TRACTS "A", "B", "c", AND "D" (IV) DRAINAGE OF ALL LANDS CONTAINED WITHIN THIS PLAT.	Property Owners Association, inc., public and private utility companies, emergency and law enforcement personnel an easement over and across Tract A' for purposes of ingress/egress, underground utility cobies and wire and drainage.
NTV AVORAGE	WITNESSES AS TO BOTH:	LOT LINE EASEMENTS:
CITY ATTORNEY MAYOR, CITY OF VENICE	WITNESS: BY:	To the City of Venice, Sarasota County, public and private utility companies the Venetian Community Development District, the Venetian Golf and River
CITY ENGINEER	(Signature of Witness 1) BT: (Signature of Chairman)	Club Property Owners Association, Inc. and WCI Communities, LLC., a utility
NOTES:	(Printed Name of Witness 1) (Printed Name of Chairman)	and arrange essement or ten (10) test in water along each mont tot line and five (5) feet in with along the rear lot lines, also a ten (10) foot with utility and drolnoge easement along the front property line of Tract B and Tract C for purposes of installation, operation monthsnance or repoir of underground utility cobies and wires or drainage. Where on one agreeter the one to the used ga a building site, the cuttled boundary of ends the shoult be
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF	RY	underground utility cables and wires or drainage. Where an area greater that one lot is used as a building site, the outside boundary of said site shall be subject to the lot line easements.
SARASOTA COUNTY, FLORIDA. THIS IS A CLUSTER HOUSING CONCEPT PLAT AND BUILDING SETBACKS VARY IN ACCORDANCE WITH APPROPRIATE ZONING REGULATIONS.	(Signature of Witness 2) (Signature of Assistant Secretary)	IN WITNESS WHEREOF, the undersigned company has coursed these presents to be executed by its Authorized Agent, this day of AD., 2014.
"NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE	(Printed Name of Witness 2) (Printed Name of Assistant Secretary)	WCI Communities, LLC
OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY	ACKNOWLEDGMENT	WITNESS: BY:
ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."	STATE OF FLORIDA : S.S.	(Signature of Witness 1) Richard Barber Vice President
BEARINGS ARE BASED ON THE WEST LINE OF LOT 36 VENETIAN GOLF & RIVER CLUB, PHASE 3E BEING N 01'32"08" W (PLAT OF RECORD).	COUNTY OF SARASOTA :	(Printed Name of Witness 1)
·	THE FOREGOING ACCEPTANCE WAS ACKNOWLEDGED BEFORE ME THIS DAY OF	
ALL PLATTED UTLITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN	OF 2014, ASST SECRETARY AND DISTRICT, ON BEHALF OF SAID DISTRICT, THEY ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED THERE	(Signature of Witness 2)
	(AFFIX NOTARY SEAL)	(Printed Name of Wilness 2)
A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.		STATE OF FLORIDA :
		COUNTY OF SARASOTA :
	CERTIFICATE OF SURVEYOR:	
CERTIFICATE OF REVIEWING SURVEYOR & MAPPER: 7 HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING	I, THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLEX WITH ALL REQUIREMENTS OF CHAPTER 175, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT CODE AND THAT THE PERMANENT REPERENCE MONUMENTS, HAVE BEEN INSTALLED, PERMANENT	BEFORE ME, the undersigned Notory Public, personally appeared, Vice President, for WCI Communities, LLC., a Delawars limited liability company, to me known to be the individual describt in and who executed the foregoing Certificate of Ownership and Dedication, and he duly colmonisted before me that he executed the same, as officer for and in behalf of said company.
"I HEREBY CERTIFY THAT I HAVE REMEMED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT OF THE CITY OF VENICE. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH REQUIREMENTS OF CHAPTER 177 F.S. IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING/MAPPING REFLECTED ON THIS PLAT."	CONTROL POINTS AND LOT CORNERS WILL BE INSTALLED AND CERTIFIED BY AN AFFIDATY MYTHIN ONE (1) YEAR OF THE RECORDING OF THIS PLAT OR PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND. DATE:	Witness my hand and official seal atCounty, Florida, this day of A.D. 2014.
DATE:	GERALD D. STROOP, JR. PROFESSIONAL SURVEYOR AND MAPPER NO. 4679	NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MICHAEL P. ALLEN PROFESSIONAL SURVEYOR AND MAPPER NO. 6822	SCHAPPACHER SURVEYING, LLLC CERTIFICATE OF AUTHORIZATION LB 0007977 S004 SSTO AVENUE EAST SHOUGHTON, FLORIDA SEGO SHOUGHTON, F	My Commission expires:

SCHAPPACHER SURVEYING, L.L.C CERTIFICATE OF AUTHORIZATION LB 0007977 300 SSIND AVENUE CAST BRADENTON FLORIZA 3203

VENETIAN GOLF & RIVER CLUB, PHASE 3-F

PLAT BOOK_____ PAGE_ SHEET 2 OF 6

SECTION 25 & 26, TOWNSHIP 38 SOUTH, RANGE 19 EAST, CITY OF VENICE, SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 38 VENETIAN GOLF AND RIVER CLUB PHASE 3E, A SUBDIVISION AS RECORDED IN PLAT BOOK 45, PAGE 17, PUBLIC RECORDS OF SARASOTA COUNTY, FOR THE POINT OF BEGINNING, THENCE ALONG THE WESTERLY LINE OF SAID VENETIAN GOLF AND RIVER CLUB PHASE 3E THE FOLLOWING THIRTEEN (13) COURSES: (1) S.21'42'12"W., A DISTANCE OF 54.41 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 410.00 FEET, WITH A CHORD BEARING OF S.04"21"53"W.; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11"48"02", A DISTANCE OF 84.44 FEET; (3) THENCE S.01'32'08"E, A DISTANCE OF 38.76 FEET; (4) THENCE S.3814'32"W, A DISTANCE OF 23.17 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, WITH A CHORD BEARING OF 5.28'34'59"E.; (5) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46'20'38". A DISTANCE OF 36.40 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 2116'56", WITH A CHORD BEARING OF \$16'02'58"E. (6) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 208.01 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 48.0D FEET AND A CENTRAL ANGLE OF 35'09'12", WITH A CHORD BEARING OF S.09'00'50'E; (7) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.61 FEET; (8) THENCE S.81'32'14"E., A DISTANCE OF 11.18 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADRUS OF 580.00 FEET, WITH A CHORD BEARING OF S.36'44'02"E.; (9) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13"27"48", A DISTANCE OF 131.59 FEET; (10) THENCE S.43"27"OT"E., A DISTANCE OF 50.01 FEET; (11) THENCE S.44"45"35"E., A DISTANCE OF 16.03 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 489.00 FEET AND A CENTRAL ANGLE OF 13'28'37", WITH A CHORD BEARING OF S.38'01'18"E.; (12) THENCE SOUTHEASTERLY ALONG THE ARC OF SAD CURVE, A DISTANCE OF 115.02 FEET; (13) THENCE S.075210"W, A DISTANCE OF 22.85 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THAT CERTAIN PARCEL 3F-2, AS DESCRIBED AND RECORDED IN INSTRUMENT AGOSTATION. SAD PUBLIC RECORDS AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 38.04 FEET, WITH A CHORD BEARING OF S.68'43'54"W.; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46'56'57", A DISTANCE OF 31.20 FEET; (2) THENCE S.45'14'25"W., A DISTANCE OF 23.75 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 656.67 FEET AND A CENTRAL ANGLE OF 35°05'12", WITH A CHORD BEARING OF S.82'47'01"W.; (3) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 402.13 FEET; (4) THENCE N.09'40'23"W., A DISTANCE OF 1.67 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN COMMON AREA 7, AS DESCRIBED AND RECORDED IN INSTRUMENT (2011) 23027, SAID PUBLIC RECORDS AND A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 655.00 FEET, WITH A CHORD BEARING OF S.85'03'47"W.; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09'28'20", A DISTANCE OF 108.29 FEET; THENCE S.89'47'57"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 119.95 FEET TO THE INTERSECTION WITH THE EAST LINE OF THAT CERTAIN PARCEL 3F-3 IN SAID INSTRUMENT \$20'13171026; THENCE ALONG THE EAST, SOUTHERLY AND WESTERLY LINE OF SAID PARCEL 3F-3 THE FOLLOWING SIX (6) COURSES: (1) S.00"2"03"E., A DISTANCE OF 1.67 FEET; (2) THENCE S.89"47"57"W., A DISTANCE OF 98.02 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 456.88 FEET AND A CENTRAL ANGLE OF 123"25"01", WITH A CHORD BEARING OF N.28"29"33"W.; (3) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE. A DISTANCE OF 983.67 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 781.67 FEET AND A CENTRAL ANGLE OF 05"35"27", WITH A CHORD BEARING OF N.30"10"41"E; (4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.82 FEET TO A POINT OF REVERSE CURYATURE TO THE LEFT HAVING A RADIUS OF 48.33 FEET AND A CENTRAL ANGLE OF 68'01'01", WITH A CHORD BEARING OF IN.04'37'54'E; (5)
THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.22 FEET TO A POINT OF REVERSE CURYATURE TO THE MORTH HAVING A RADIUS OF 191.67 FEET
AND A CENTRAL ANGLE OF 32'47'12", WITH A CHORD BEARING OF N.11'33'100'E; (6) THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.94 FEET;

AND A CENTRAL ANGLE OF 32'47'12", WITH A CHORD BEARING OF N.11'33'100'E; (6) THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.94 FEET;

BY THE SAID CONTRAL ANGLE OF 52'47'12", WITH A CHORD BEARING OF N.11'33'100'E; (6) THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.94 FEET;

BY THE SAID CONTRAL ANGLE OF 52'47'12", WITH A CHORD BEARING OF N.11'33'100'E; (6) THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.94 FEET;

BY THE SAID CONTRAL ANGLE OF 52'47'12", WITH A CHORD BEARING OF N.11'33'100'E; (6) THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.94 FEET;

BY THE SAID CONTRAL ANGLE OF 52'47'12", WITH A CHORD BEARING OF N.11'33'100'E; (6) THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.94 FEET;

BY THE SAID CONTRAL ANGLE OF 52'47'12", WITH A CHORD BEARING OF N.11'33'100'E; (6) THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.94 FEET;

BY THE SAID CONTRAL ANGLE OF 52'47'12", WITH A CHORD BEARING OF N.11'33'100'E; (6) THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.94 FEET;

BY THE SAID CONTRAL ANGLE OF 52'47'12", WITH A CHORD BEARING OF N.11'33'100'E; (6) THENCE MORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52'5.94 FEET;

BY THE SAID CURVE OF THE SAID THENCE S.34'05'58"E., ALONG THE BOUNDARY LINE OF SAID COMMON AREA 7, INSTRUMENT #2011123027 AND THE NORTHWESTERLY EXTENSION THEREOF. A DISTANCE OF 142.42 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF SO.00 FEET, WITH A CHORD BEARING OF N.55'54'02"E; THENCE NORTHEASTERLY ALONG SAID BOUNDARY LINE OF COMMON AREA 8, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23'04'26", A DISTANCE OF 20.14 FEET, THENCE N.34'05'58"W., ALONG SAID BOUNDARY LINE OF COMMON AREA 8, AND THE NORTHWESTERLY EXTENSION THEREOF, A DISTANCE OF 142.42 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 191.67 FEET, WITH A CHORD BEARING OF \$.79"42"55"E; THENCE ALONG THE SOUTHERLY LINE OF THAT CERTAIN PARCEL 3F-1, AS DESCRIBED AND RECORDED IN SAID INSTRUMENT #2013171026 THE FOLLOWING FIVE (5) COURSES: (1) EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82'47'12", A DISTANCE OF 276.94 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 48.33 FEET AND A CENTRAL ANGLE OF 69'01'01", WITH A CHORD BEARING OF S.72'49'49"E.; (2) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.22 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 781.87 FEET AND A CENTRAL ANGLE OF 15'48'12", WITH A CHORD BEARING OF N.80'33'48'E; (3) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 215.80 FEET; (4) THENCE N.88"27"52"E., A DISTANCE OF 184.95 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 49.93 FEET AND A CENTRAL ANGLE OF 39'03'23", WITH A CHORD BEARING OF N.68'56'11"E; (5) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.04 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID VENETIAN GOLF AND RIVER CLUB PHASE 3E; THENCE S.45'53'30"E., ALONG SAID WESTERLY LINE OF VENETIAN GOLF AND RIVER CLUB PHASE 3E A DISTANCE OF 17.04 FEET; THENCE S.01'32'08'E., ALONG SAID WESTERLY LINE OF VENETIAN GOLF AND RIVER CLUB PHASE 3E. A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 2.5 & 26, TOWNSHIP 3B SOUTH. RANGE 19 EAST. SARASOTA COUNTY, FLORIDA

CONTAINING 960,187 SQUARE FEET OR 22.04 ACRES, MORE OR LESS.

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

