

BILL OF SALE
VENETIAN GOLF & RIVER CLUB A REPLAT OF PHASE 3-F

KNOW ALL MEN BY THESE PRESENTS, that **WCI COMMUNITIES, LLC**, a Delaware limited liability company, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **CITY OF VENICE**, party of the second part, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, transfer, and deliver unto the party of the second part, its successors and assigns, all those certain goods and chattels located in the County of Sarasota and the State of Florida, more particularly described as follows:

All pipelines, pipes, tees, ells, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution system constructed and installed by the party of the first part in the subdivision and lands described as follows:

Venetian Golf & River Club A Replat of Phase 3-F, the plat thereof, recorded at Plat Book 48, pages 43-43E, the Public Records of Sarasota County, Florida.

It is the purpose and intent of the party of the first part to convey to the party of the second part, by this Bill of Sale, all property comprising said **water distribution system** to and within the above described property, together with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts and agreements of the party of the first part in connection with said water distribution system.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with, the aforesaid water distribution system, reserving however, similar non-exclusive easement rights in party of the first part for other utility purposes.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND THE PARTY OF THE FIRST PART does for itself and its successors covenant to and with the party of the second part, its successors and assigns, that it is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the same as aforesaid, and that it does warrant to defend the title and the sale of the said properties hereby made, unto the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and its name by its proper officers and its corporate seal to be affixed, this 17th day of June, 2014.

Developer: WCI Communities, LLC

(Name)

Witness:

Melissa Williams
Melissa Williams
(Please Print/Type Name)

By:

[Signature]
(Signature)

Roger Aman, Land Development Manager

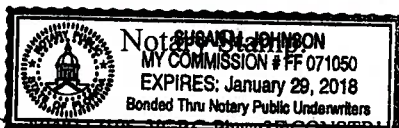
(Please Print/Type Name and Title)

Witness:

Pat M. Healy
Patrick M. Healy
(Please Print/Type Name)

STATE OF FLORIDA)
COUNTY OF Sarasota)

Subscribed before me this 18th day of June, 2014, by Roger Aman, as Land Development Manager of WCI Communities, LLC, on behalf of the company, who is personally known to me or who produced _____ as identification.



[Signature]
Notary Public

June 17, 2014

Ms. Kathleen Weeden, P.E.
City Engineer
City of Venice
401 W. Venice Avenue
Venice, FL 34285

RE: Venetian Golf & River Club A Replat of Phase 3-F
Affidavit of No Liens

Dear Ms. Weeden,

This letter is to certify that there are no liens in existence against any of the work involving the installation of the potable water distribution system serving Venetian Golf & River Club A Replat of Phase 3-F.

Respectfully,


Roger Aman, Land Development Manager
WCI Communities, LLC

STATE OF FLORIDA)
COUNTY OF Sarasota)

Subscribed before me this 17th day of June, 2014, by Roger Aman, as Land Development Manager of WCI Communities, LLC, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary




Notary Public

CERTIFICATION
VENETIAN GOLF & RIVER CLUB A REPLAT OF PHASE 3-F

STATE OF FLORIDA)
COUNTY OF Sarasota)

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared **Roger Aman**, who being duly sworn, upon oath certifies to the best of his knowledge:

That no advance or contributions in aid of construction, refundable or non-refundable, have been made by customers or potential customers of the City of Venice Utility Department, or by the owner or owners, past or present, of any lots or tracts being served by the water distribution system and within that subdivision and lands known and described as:

Venetian Golf & River Club A Replat of Phase 3-F, the plat thereof, recorded at Plat Book 48, pages 43-43E, the Public Records of Sarasota County, Florida.

or by others (except as listed herein and here list any contributors if applicable) **Not Applicable**

for the connection of such facilities; that there are no past or existing agreements or understandings, oral or written, known to Affiant, with the customers or owners of the properties being serviced or to be served by such facilities which might adversely affect the operation of the water distribution system or which might result in claims that all or some part of the cost of the water distribution system has been contributed by any such person and might be regarded as direct or indirect contributions in aid of construction.

Dated at _____, this 17th day of June, 2014.

Developer: WCI Communities, LLC

(Name)

Witness: Melissa Williams
Melissa Williams
(Please Print/Type Name)

By:

[Signature]
(Signature)

Roger Aman, Land Development Manager

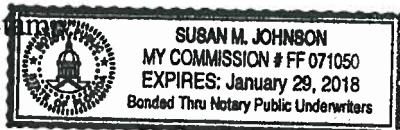
(Please Print/Type Name and Title)

Witness: Patrick M. Healy
Patrick M. Healy
(Please Print/Type Name)

STATE OF FLORIDA)
COUNTY OF Sarasota)

Subscribed before me this 17th day of June, 2014, by Roger Aman, as Land Development Manager of WCI Communities, LLC, on behalf of the company, who is personally known to me or who produced _____ as identification.

Notary Stamp



[Signature]
Notary Public

June 17, 2014

Ms. Kathleen Weeden, P.E.
City Engineer
City of Venice
401 W. Venice Avenue
Venice, FL 34285

Re: Venetian Golf & River Club A Replat of Phase 3-F
Owner's Contractual Guarantee

To Whom It May Concern:

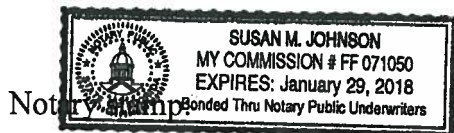
All labor and materials furnished and installed for the underground potable water distribution system at the above-referenced project are guaranteed to the City of Venice for the period of one year from the date of final acceptance by the City of Venice City Council.

Sincerely,


Roger Aman, Land Development Manager
WCI Communities, LLC

STATE OF FLORIDA)
COUNTY OF Sarasota)

Subscribed before me this 17th day of June, 2014, by Roger Aman, as Land Development Manager of WCI Communities, LLC, on behalf of the company, who is personally known to me or has produced _____ as identification.




Notary Public

After recording return to:
City Clerk, City of Venice
401 W. Venice Ave., Venice, FL 34285

GRANT OF EASEMENT
VENETIAN GOLF & RIVER CLUB A REPLAT OF PHASE 3-F

THIS GRANT OF EASEMENT, made this 17th day of June, 2014, by and between the **WCI COMMUNITIES, LLC**, a Delaware limited liability company, whose address is 24301 Walden Center Drive, Bonita Springs, Florida 34134, party of the first part, and **CITY OF VENICE**, a municipal corporation, whose address is 401 W. Venice Avenue, Venice, Florida 34285, in the County of Sarasota, State of Florida, party of the second part;

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to him in hand paid by said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, and sold, and by these presents does hereby grant, bargain, and sell unto the party of the second part, its successors and assigns forever, a non-exclusive easement for the installation, maintenance and servicing of potable water utility line or lines, over, across, under and along the following described parcel of land in Sarasota County, Florida, to wit:

Tract "A", Venetian Golf & River Club A Replat of Phase 3-F, the plat thereof, recorded at Plat Book 48, Pages 43-43E, the Sarasota County Public Records, Florida.

SUBJECT TO easements, restrictions, covenants, conditions, limitations and reservations of record, if any.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal, the day and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Developer: WCI Communities, LLC

(Name)

Witness: Melissa Williams
Melissa Williams
(Please Print/Type Name)

By: [Signature]
(Signature)

Roger Aman, Land Development Manager

(Please Print/Type Name and Title)

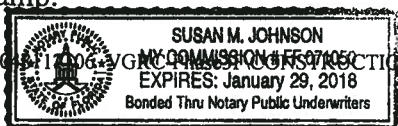
Witness: Pat M. Healy
Patrick M. Healy
(Please Print/Type Name)

STATE OF FLORIDA)
COUNTY OF Sarasota)

Subscribed before me this 17th day of June, 2014, by Roger Aman, as Land Development Manager of WCI Communities, LLC, on behalf of the company, who is personally known to me or who produced _____ as identification.

Notary Stamp:

[Signature]
Notary Public



DEVELOPERS MAINTENANCE BOND

Bond No. SUR20000134

KNOW ALL MEN BY THESE PRESENTS, that WCI Communities, LLC, 24301 Walden Center Dr., Bonita Springs, FL 34134, herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", in the full and just sum of Fifteen Thousand Four Hundred Sixty Two and 08/100 Dollars (\$15,462.08) 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 provided the City with a Maintenance Bond No. SUR20000134, in the amount of \$15,462.08 issued by Ironshore Indemnity, Inc. One State Street Plaza, 8th Floor, New York, NY 10004, which expires on May 31, 2015, the original of which is attached hereto.

WHEREAS, the Developer has developed a residential subdivision in Venice, Florida, known and identified as VENETIAN GOLF & RIVER CLUB A REPLAT OF PHASE 3-F, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified on EXHIBIT A attached hereto.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer shall promptly maintain, repair or replace said improvements as required by the City should said improvements, for whatever causes, require repair or replacement for a period of one year from the date of formal acceptance of said improvements by the City, and further that if the Developer shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, then this obligation shall be void and the letter of credit returned to the Developer, otherwise it shall remain in full force and effect.

In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause to be made, any such repairs 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 23rd day of June, 2014.

ATTEST:

Secretary

DEVELOPER: WCI Communities, LLC

President/Vice President

Approved as to form and correctness:

City Attorney

SURETY: Ironshore Indemnity, Inc.

Address: One State Street Plaza, 8th Floor, New York, NY 10004

BY:

Jalene Brown, Attorney-in-Fact

POWER OF ATTORNEY

III- 20000134

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.

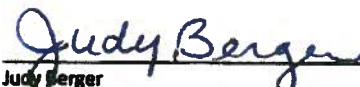


By: 
Daniel L. Sussman
Director

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. 01886222764
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 23rd Day of June, 20 14




Paul S. 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."

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	4,666,053
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	0
Derivatives	0	Ceded reinsurance premiums payable (net of ceding commissions)	59,994,855
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		
Furniture and equipment, including health care delivery assets	0		
Net adjustment in assets and liabilities due to foreign exchange rates	0		
Receivables from parent, subsidiaries and affiliates	24,325,584		
Health care and other amounts receivable	0		
Aggregate write-ins for other than invested assets	1,256,349		
Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts	232,984,013		
From Separate Accounts, Segregated Accounts and Protected Cell Accounts	0		
TOTALS	232,984,013		
		POLICYHOLDERS'S SURPLUS	
		Aggregate write-ins for special surplus funds	0
		Common capital stock	5,000,000
		Preferred capital stock	0
		Aggregate write-ins for other than special surplus	0
		Surplus Notes	0
		Gross paid in and contributed surplus	106,938,871
		Unassigned funds (surplus)	(14,406,469)
		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

Alyssa Turkovitz
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

CORPORATE ACKNOWLEDGMENT FORM

STATE OF FLORIDA

COUNTY OF LEE

On this 23 day of June, 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- 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

FF 106307
Notary Public Commission Number

Exhibit A



June 19, 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 3-F Maintenance Bond

Our Ref: 048117106

Dear Ms. Weeden:

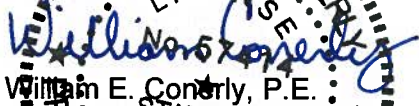
I certify that the estimated cost of the required maintenance for Venetian Golf and River Club, Phase 3F consisting of the City of Venice water system needed for 55 Single Family Homes, is \$103,080.50. An itemized breakdown of this estimate is attached for your review.

The developer of this project, WCI Communities, Inc., will furnish security in the form of bond in the amount of \$15,462.08 (15% of the estimated cost) to guarantee completion of the required maintenance and to allow the certification of Venetian Golf and River Club, Phase 3-F, 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.

A blue ink signature of William E. Conrly, P.E., written over a circular professional engineer seal for the State of Florida. The seal contains the text "WILLIAM E. CONRLY", "LICENSED PROFESSIONAL ENGINEER", and "STATE OF FLORIDA".

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

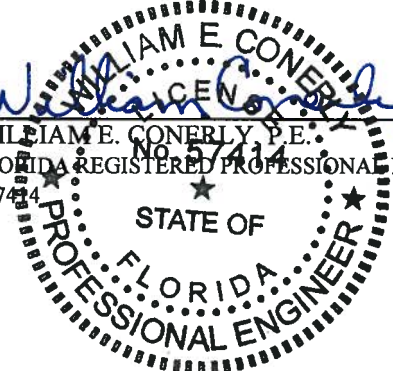
WEC: \\nasar_cim\048117106\WCI\Phase3F\CONSTRUCTION\Bonds\Maint Bond\2014-07-01_Maintenance Bond Letter.docx

Attachments

cc: Roger Aman, WCI Communities, LLC

**EXHIBIT A - FINAL COST OF CONSTRUCTION
FOR
CITY OF VENICE MAINTENANCE BOND
FOR
VENETIAN GOLF AND RIVER CLUB, PHASE 3F**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
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 Sub-Total \$				103,080.50
SUMMARY				
VENETIAN GOLF AND RIVER CLUB, PHASE 3F				
II. UNDERGROUND (CITY OF VENICE WATER SYSTEM				\$ 103,080.50
TOTAL VENICE GOLF AND RIVER CLUB, PHASE 3F				\$ 103,080.50
15% OF TOTAL FOR MAINTENANCE BOND				\$ 15,462.08



 WILLIAM E. CONERLY, P.E.
 FLORIDA REGISTERED PROFESSIONAL ENGINEER
 #57414
 6-19-14