

First American Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 91900.020	Revision Number: 1	Issuing Office File Number: 91900.020	Issuing Office: 5204134
Property Address:	Loan ID Number: None	ALTA Universal ID: None	Issuing Agent: PAVESE LAW FIRM

1. Commitment Date: February 5, 2018 @ 08:00 AM
2. Policy to be issued: Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$2,426,500.00

Proposed Insured: City of Fort Myers

MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$

Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE. (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

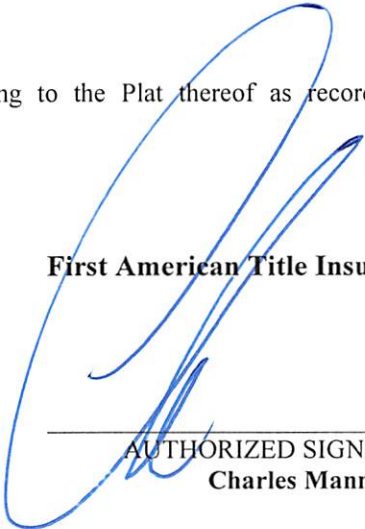
WCI Communities, LLC, a Delaware limited liability company
5. The Land is described as follows:

Parcel 1

Tract FD-1, of PRATO AT PELICAN PRESERVE, according to the Plat thereof as recorded in Instrument #2016000082191, of the Public Records of Lee County, Florida.

Parcel 2

First American Title Insurance Company



AUTHORIZED SIGNATORY
Charles Mann

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Tract FD-1, of PISTOIA AT PELICAN PRESERVE, according to the Plat thereof as recorded in Instrument #2016000169185, of the Public Records of Lee County, Florida.

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

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Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. see below
5. Warranty Deed from WCI Communities, LLC, a Delaware limited liability company, to City of Fort Myers. In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;
 - vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and
 - vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
7. The following note is incorporated herein for information purposes only and is not part of the exceptions from coverage (Schedule B-II of the commitment and Schedule B-I of the policy):
8. The following instrument affecting said land is the last conveyancing instrument filed for record within 24 months of the effective date of this commitment:

none

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Schedule B-I (Continued)

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9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2017 taxes show PAID. The gross amount is \$91.92 for Tax Identification No. 01-45-25-P3-45FD1.0000.
10. Note: The following is for informational purposes only and is given without assurance or guarantee: 2017 taxes show PAID. The gross amount is \$31.25 for Tax Identification No. 01-45-25-P2-44FD1.0000.
11. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.
12. Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

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Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2018 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.
5. Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.
6. Note: All of the recording information contained herein refers to the Public Records of Lee County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

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COMMITMENT
Schedule B-II (Continued)

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8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of PRATO AT PELICAN PRESERVE, as recorded under Instrument No. 2016000082191; as affected by Assignment of Dedication recorded under Instrument No. 2016000114659, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of MATERITA PHASE 4, as recorded under Instrument No. 2015000096643, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Oil, gas and mineral royalty reservations contained in Mineral Deed recorded in Book 707, Page 741, and rerecorded in Book 710, Page 793; as affected by Warranty Deed recorded in Book 4516, Page 2118, without right of entry. No determination has been made as to the current owner for the interest excepted herein.
11. Ordinances and other instruments regarding annexation of the land into the City of Fort Myers recorded in Book 1709, Page 1061; Book 2635, Page 1229; Book 2640, Page 4080; Book 4363, Page 669; Instrument No. 2012000053964; and Instrument No. 2014000249602.
12. Development Order No. 8-1-86 for the Gateway Communities (Water Mgt. Systems Area 1), notice of which was recorded in Book 1869, Page 3568.
13. Ordinance No. 85-15 creating the Gateway Planned Unit Development, a copy of which is attached to and as affected by Resolution recorded in Book 1885, Page 3144.
14. Terms, provisions and conditions contained in that certain Report of Commissioners First Assessment Area recorded in Book 1978, Page 3229; and Reports of Commissioners Second Assessment Area recorded in Book 2581, Page 2855; and Book 2582, Page 3524.
15. Notice of Authority of Gateway Services District and its right to impose liens and assessments recorded in Book 2489, Page 1987.
16. Resolution No. 95-10 Levying a Benefit Tax recorded in Book 2607, Page 1192, and rerecorded in Book 2624, Page 637.
17. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Book 2903, Page 2552; as amended by instruments recorded in Book 3296, Page 2864; Book 3482, Page 4704; Book 3752, Page 116; Book 4118, Page 923; Book 4627, Page 570; Instrument No. 2006000143311; and Instrument No. 2007000067066.
18. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Book 2903, Page 2563; as amended by instrument recorded in Book 3287, Page 952.
19. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Book 2903, Page 2568.
20. Matters contained in Certificate of the Secretary of the Gateway Services District recorded in Book 3028, Page 331.
21. Notice of Establishment of Gateway Services District and its right to impose and levy taxes and/or assessments recorded in Book 3171, Page 2025.
22. Covenant of Unified Control recorded in Book 3772, Page 2935.
23. Agreement to Assign Reservations and Dedicate and/or Convey recorded in Book 3964, Page 2917.
24. Environmental Resource Permit Notice by the South Florida Water Management District recorded under Instrument No. 2005000028643.

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COMMITMENT
Schedule B-II (Continued)

Issuing Office File Number: 91900.020

25. Environmental Resource Permit Notice by the South Florida Water Management District recorded under Instrument No. 2005000092691.
26. Environmental Resource Permit Notice by the South Florida Water Management District recorded under Instrument No. 2006000080922.
27. Environmental Resource Permit Notice by the South Florida Water Management District recorded under Instrument No. 2008000007874.
28. Environmental Resource Permit Notice by the South Florida Water Management District recorded under Instrument No. 2008000226051.
29. Assignments of Development Rights, Permits, Contracts, Warranties, Leases, Licenses, and Other Approvals recorded under Instrument No. 2009000243857 and Instrument No. 2009000243860.
30. Notice and Memorandum of Interest by the Gateway Services Community Development District recorded under Instrument No. 2013000045562.
31. Notice of Application Approval by Gateway Services Community Development District recorded under Instrument No. 2015000071543.
32. Covenants, conditions, restrictions and easements contained in Declaration of Covenants, Conditions and Restrictions for Prato at Pelican Preserve, which contains provisions for a private charge or assessments, recorded under Instrument No. 2016000071679.
33. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of PISTOIA AT PELICAN PRESERVE, as recorded under Instrument No. 2016000169185; as affected by Surveyor's Affidavit recorded under Instrument No. 2016000174296, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
34. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Book 3817, Page 140; as amended by instruments recorded in Book 4118, Page 926; Book 4627, Page 567; Instrument No. 2006000143293; and Instrument No. 2007000067065.
35. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Series 2003A Assessments recorded in Book 3886, Page 3592.
36. Notice of Application Approval by Gateway Services Community Development District recorded under Instrument No. 2014000040286.
37. Grant of Drainage Easement by and between WCE Communities, LLC, a Delaware limited liability company and Gateway Services Community Development District recorded in instrument No. 2016000082203.

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First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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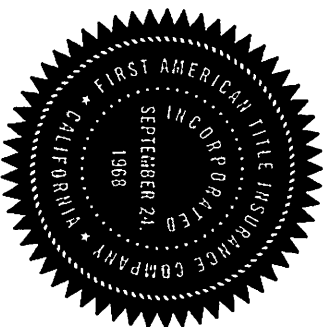
CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.



First American Title

ISSUED THROUGH THE OFFICE OF:



**FIRST AMERICAN
TITLE INSURANCE
COMPANY**

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643