

This instrument was prepared by
and after recording return to:
Matthew L. Grabinski, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

ASSIGNMENT OF DENSITY

THIS ASSIGNMENT OF DENSITY (this "Assignment") is made this 27th day of May, 2011, by WCI COMMUNITIES, LLC, a Delaware limited liability company (collectively, "Assignor") and NM MARCO SHORES, LLC, a Florida limited liability company ("Assignee").

WITNESSETH THAT:

WHEREAS, Assignor is the owner of the remaining vacant and undeveloped land within the boundaries of the Marco Shores Golf Course Community Planned Unit Development (Collier County Ordinance No. 81-6, as amended by Ordinance No. 85-56, as amended by Ordinance No. 94-41) (the "Marco Shores PUD" or "PUD"); and

WHEREAS, Assignor currently has the right to develop approximately five (500) remaining un-built residential dwelling units within the PUD; and

WHEREAS, on or about the date hereof, Assignor has sold and conveyed to Assignee the real property described in exhibit "A", attached hereto (the "Property"), which Property is located within the boundaries of the PUD; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in one hundred (100) dwelling units under the PUD.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00), the exchange of mutual promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated in their entirety in this Agreement.

2. **Density Assignment.** Assignor hereby transfers, grants, conveys, and assigns to Assignee, as of this date, all of Assignor's rights, title and interest in and to one hundred (100) dwelling units under the Marco Shores PUD (Collier County Ordinance No. 81-6, as amended by Ordinance No. 85-56, as amended by Ordinance No. 94-41) (the "Assigned Density"). Assignee shall be free to allocate the Assigned Density hereunder to the Property and/or any other land owned or controlled by Assignee within the PUD. Assignor represents and warrants to Assignee that Assignor is the owner of the Assigned Density, that the Assigned Density has not previously been assigned, pledged or otherwise

transferred to any other person or entity, and that Assignor has the full power and authority and assign and transfer the Assigned Density to Assignee.

3. **Effect of Assignment.** This Assignment shall constitute a direction to any governmental or private entity as to the dwelling units assigned hereunder and all such parties are hereby authorized and directed to rely upon and comply with any written request, notice or demand made by Assignee with respect to such Assigned Density. If necessary, Assignor agrees to cooperate by joining in or executing such other documentation which may be reasonably required by Collier County to evidence the foregoing assignment of Assigned Density; provided, however, Assignor shall not be required to pay or bear any fees, charges or costs for said cooperation.

4. **Acceptance.** Assignee, as the new owner of the Property, hereby accepts the foregoing of assignment of dwelling units.

5. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors in title.

6. **Miscellaneous.** This Assignment shall be governed by and construed under the laws of the State of Florida. Executed counterpart copies of the original of this Assignment shall be treated as if the original were so executed and shall bind the executing party with the same force and effect as the original. Execution of this Assignment by facsimile shall be treated as an original.

7. **Recording.** This Assignment shall be recorded in the Public Records of Collier County, Florida.

(Remainder of Page Intentionally Left Blank- Signatures Begin on Next Page)

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

ASSIGNOR:

WITNESSES:

WCI COMMUNITIES, LLC, a Delaware
limited liability company

Ledia Metaj
Print Name: LEDIA METAJ

By: [Signature]
John Ferry, Vice President

Margaret A. Sisk
Print Name: MARGARET A. SISK

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 24th day of May, 2011, by John Ferry, as Vice President of WCI COMMUNITIES, LLC, a Delaware limited liability company, on behalf of the company; who is personally known to me.



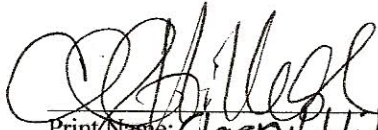
Ledia Metaj
Notary Public, State of Florida at Large

LEDIA METAJ
Printed Name of Notary Public

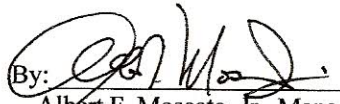
WITNESSES:

ASSIGNEE:

NM Marco Shores, LLC,
a Florida limited liability company


Print Name: Cheryl Hilleheim

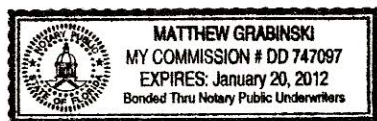

Print Name: Matthew L. Grabinski

By: 
Albert F. Moscato, Jr., Manager

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me, this 24th of May, 2011 by Albert F. Moscato, Jr. as Manager of NM Marco Shores, LLC, a Florida limited liability company, on behalf of said company, who is (☒) personally known to me or () has produced _____ as evidence of identification.

(SEAL)




NOTARY PUBLIC

Name: Matthew L. Grabinski
(Type or Print)

My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION OF THE LAND

All of Tract B, MARCO SHORES, UNIT ONE, according to the plat thereof, recorded in Plat Book 14, pages 33-38, the Public Records of Collier County, Florida.