

Debtors' Motion for Entry of an Order Pursuant to Sections 363(b), (f), and (m) of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004, and Local Rule 6004-1 Authorizing and Approving the Sale of Certain Undevelopable Land to Collier County, Florida Free and Clear of Interests (the "Collier Sale Motion")

By the Collier Sale Motion, the Debtors seek entry of an order authorizing and approving the sale of approximately 2.5 acres of raw land in Collier County, Florida (the "Property") to Collier County free and clear of interests, pursuant to a November 18, 2008 agreement for sale between WCI Communities, Inc. and Collier County (the "Purchase Agreement").

The Debtors assert that the Property cannot be developed in a commercially reasonable manner because it is surrounded by an airport, a dirt mine, a golf maintenance facility owned by the Debtors, and marshland. Earlier this year, Collier County approached the Debtors and offered to purchase the Property for \$150,000. The Debtors believe that Collier County intends to use the Property to expand the parking lot of the adjacent airport. After arms' length negotiations, the Debtors agreed to sell the Property to Collier County for \$250,000 pursuant to the terms of the Purchase Agreement.

The key terms of the Purchase Agreement are as follows:

Purchase Price. \$250,000.

Deposit. Collier County will place a \$25,000 deposit with an escrow agent. Such deposit will be non-refundable if Collier County defaults under the Purchase Agreement or fails to close by the established closing date.

Title of Property. Title to the Property will be conveyed pursuant to a Special Warranty Deed free and clear of liens, encumbrances, exceptions, or qualifications other than (a) liens for current taxes and (b) any easements, restrictions, and conditions of record.

As Is Purchase. The purchase shall be on an "as is" basis with the exception of certain representations and warranties set forth in the Purchase Agreement concerning authority and marketable title.

Environmental Indemnity. To the extent permitted by Florida law, Collier County has agreed to indemnify the Debtors for any present or future claims arising from or related to the presence or allege presence of asbestos or other harmful or toxic substances in, under, or about the Property.

The Debtors believe that the price offered by Collier County is the best price the Debtors could obtain for the Property under the circumstances. The Debtors assert that the Property cannot be developed as residential property because it is adjacent to an airport and it could not comply with strict residential construction restrictions. The Debtors also assert that the Property cannot be viably developed for commercial use because it is located too far from any primary roads.

Finally, the Debtors assert that it does not need the Property to support the nearby golf course because the Debtors already located maintenance facilities on an adjacent parcel. The Debtors believe that the parking lot expansion proposed by Collier County is the only use for the Property at this time. Accordingly, the Debtors do not believe that a higher price could be obtained through further marketing efforts.