

WOOD, WHITESELL & KARP, P.A.

ATTORNEYS AT LAW

SARASOTA - ENGLEWOOD

3100 SOUTH TAMiami TRAIL

SARASOTA, FLORIDA 33579

JOHN R. WOOD  
I. W. WHITESELL, JR.  
MICHAEL R. KARP  
BRIAN Y. MILLER  
R. W. WELLBAUM, JR.  
SAMUEL S. DUFFEY  
ROBERT J. ELKINS  
GLENN W. PHIPPS, JR.  
WAYNE F. SEITL

J. PHILLIP DUNN  
OF COUNSEL

(813) 366-9110

April 12, 1979

Mr. G. Wayne Allgire  
Town Manager  
Town of Longboat Key  
501 Bay Isles Road  
Longboat Key, FL. 33548

Re: Ansel Amendment to Agreement

Dear Wayne:

Please find enclosed original and one copy of the executed Amendment to Ansel Agreement. By copy of this letter, I am transmitting two executed copies to Michael J. Furen, attorney for Mr. Ansel.

Sincerely yours,

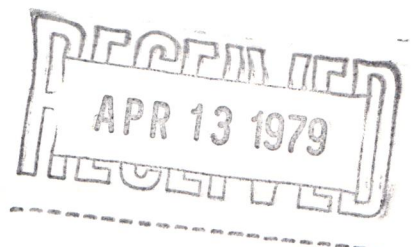
  
I. W. Whitesell, Jr.

IWWjr:mw

Encl.

cc: Michael J. Furen, Esquire  
P. O. Drawer 4195  
Sarasota, FL. 33578

Central Files 4-19-79



AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into in duplicate this 29<sup>th</sup> day of March, 1979, by and between JEROME V. ANSEL, individually, JEROME V. ANSEL and ESTHER ANSEL as Trustees of ANSEL PRODUCTIONS, INC. EMPLOYEE BENEFIT PLAN and ANSEL FILM STUDIOS, INC. (hereinafter referred to as "Ansel") and TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida (hereinafter referred to as the "Town"),

WITNESSETH:

WHEREAS, on April 26, 1978, the parties hereto entered into that certain Agreement providing for certain restrictions covering the issuance of building permits for dwelling units to Ansel, its successors or assigns, which Agreement was applicable to certain lands therein described (herein the "Original Agreement"), and

WHEREAS, the parties hereto desire to amend the Original Agreement as hereinafter set forth,

NOW, THEREFORE, in consideration of the premises the parties do hereby covenant and agree as follows:

1. Paragraph 2 of the Original Agreement is hereby amended by adding to the end thereof the following clause:

"Provided, however, notwithstanding anything herein contained to the contrary, in the event Ansel during the calendar year 1979, does not request the issuance of permits for all or part of the dwelling units allocable to the calendar year 1979, then the unused 1979 allocation (whether it be all or part) may be carried forward and used by Ansel during the calendar year 1980, provided he shall request the issuance of permits for such unused 1979 allocation prior to July 1, 1980."

2. Except as amended herein, the Original Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above set forth.

Signed, sealed and delivered in the presence of:

Peggy Bynum  
Elizabeth A. Oso  
As to Ansel

[Signature] (SEAL)  
JEROME V. ANSEL, Individually

Central Files 4-19-79



ANSEL FILM STUDIOS, INC.

By: [Signature] (SEAL)  
Its President

[Signature]  
JEROME V. ANSEL

and [Signature]  
ESTHER ANSEL

AS TRUSTEES OF ANSEL PRODUCTIONS, INC.  
EMPLOYEE BENEFIT PLAN

Virginia M. Sheppard  
Jane Peters  
As to Town

TOWN OF LONGBOAT KEY

By: [Signature]  
Its Mayor

ATTEST:  
E. Jane Pool  
Town Clerk

Approved as to form and execution:

[Signature]  
Town Attorney

STATE OF ~~FLORIDA~~ NEW YORK  
COUNTY OF ~~SARASOTA~~ NEW YORK

BEFORE ME, personally appeared JEROME V. ANSEL, to me known to be the person described in and who executed the foregoing and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 29 day of March, 1979.

[Signature]  
Notary Public

My Commission Expires:

PAUL GELLMAN  
Notary Public, State of New York  
No. 41-4604001  
Qualified in Queens County  
Commission Expires March 30, 1980

STATE OF ~~FLORIDA~~ NEW YORK  
COUNTY OF ~~SARASOTA~~ NEW YORK

BEFORE ME, personally appeared JEROME V. ANSEL, President of ANSEL FILM STUDIOS, INC., to me known to be the person described in and who executed the foregoing and acknowledged before me that he executed the same on behalf of said corporation for the

purposes therein expressed.

WITNESS my hand and official seal this 29 day of March, 1979.

Paul Gellman  
Notary Public

My Commission Expires:

PAUL GELLMAN  
Notary Public, State of New York  
No. 41-4604001  
Qualified in Queens County  
Commission Expires March 30, 1980

STATE OF ~~FLORIDA~~ NEW YORK  
COUNTY OF ~~SARASOTA~~ NEW YORK

BEFORE ME, personally appeared JEROME V. ANSEL and ESTHER ANSEL, AS TRUSTEES OF ANSEL PRODUCTIONS, INC. EMPLOYEE BENEFIT PLAN, to me known to be the persons described in and who executed the foregoing and acknowledged before me that they executed the same as said Trustees for the purposes therein expressed.

WITNESS my hand and official seal this 29 day of March, 1979.

Paul Gellman  
Notary Public

My Commission Expires:

PAUL GELLMAN  
Notary Public, State of New York  
No. 41-4604001  
Qualified in Queens County  
Commission Expires March 30, 1980

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared Sidney A. Ochs and E. Jane Pool, Mayor and Town Clerk, respectively, of TOWN OF LONGBOAT KEY, a municipal corporation, to me known to be the persons described in and who executed the foregoing and acknowledged before me that they executed the same on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal this 12<sup>TH</sup> day of March, 1979.

Margaret A. Carr  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 9, 1981



A G R E E M E N T

THIS AGREEMENT, Made and entered into in duplicate effective as of the 26th day of April, 1978, by and between JEROME V. ANSEL, individually, JEROME V. ANSEL and ESTHER ANSEL, as Trustees of ANSEL PRODUCTIONS, INC. EMPLOYEE BENEFIT PLAN and ANSEL FILM STUDIOS, INC., hereinafter referred to alternatively as "Ansel" or "Developer" and TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida, hereinafter referred to as "Town".

W I T N E S S E T H:

WHEREAS, on April 26, 1978, Town adopted Ordinance No. 78-5 putting into effect a moratorium on the issuance of building permits for the erection of buildings or structures within the Town of Longboat Key for a period of one hundred eighty (180) days thereafter, subject to certain exemptions therefrom; and

WHEREAS, during the course of the public hearings conducted in connection with the consideration and adoption of Ordinance No. 78-5, programs of voluntary restrictions were agreed upon between Ansel and the Town concerning the issuance of building permits for dwelling units to Ansel or to its successors or assigns applicable to lands described on Exhibits "A" and "B" which Ansel controls for the purposes thereof; and

WHEREAS, recognizing the difficulties inherent in the establishment of a fair and reasonable ordinance prescribing a scheduling of building permits and the problems of fairly allocating such building permits among the various owners of land located within the limits of the Town of Longboat Key, the Town Commission felt it to be in the best interest of the parties to accept the voluntary and self-imposed restriction in lieu of adoption of an ordinance applicable to such properties for a six-year period ending December 31, 1983.

NOW, THEREFORE, in consideration of the premises, the parties do hereby covenant and agree as follows:

1. Ansel does hereby agree to a limitation of building permits for construction of dwelling units during each calendar year from 1978 through 1983, inclusive, in accordance with the following Phasing Schedule:

<u>Calendar Year</u>	<u>Allocable Building Permits for Year*</u>
1978	0
1979	60
1980	51
1981	50
1982	70
1983	118

and the Town agrees to issue such permit or permits, subject to the provisions of the applicable Code and Ordinances of the Town of Longboat Key not inconsistent with this Agreement.

2. In the event Ansel does not request issuance of permits for the total of dwelling units allocable to a particular year during said period, then such unused permits may be carried forward and added to the next succeeding year's allocation only; subject, however, to the following limitations: no more than 30% of the prior year's allocation may be added to such successive year's allocation.

3. Ansel shall be entitled, in his sole discretion, to allocate the maximum cumulative total building permits permitted during any calendar year to any one particular parcel or between the various parcels of property owned or controlled by Ansel.

4. Nothing contained in this Agreement shall be deemed to modify the terms and provisions of Ordinance No. 78-5.

5. The provisions hereof shall inure to the benefit of and be binding upon Ansel's successors and assigns and shall run with the lands hereinabove described.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective undersigned duly authorized officials and officers effective as of the date first above set forth.

\*Assumes One (1) Permit for Each Dwelling Unit To Be Constructed.  
Does Not Include Building Permits For Structures Not Containing  
Dwelling Units

Signed, Sealed and Delivered

in the presence of:

*Peggy Byrnes*  
*Pat Heltz*  
As to ANSEL

*[Signature]* (L.S.)  
JEROME V. ANSEL, individually

ANSEL FILM STUDIOS, INC.

By: *[Signature]* (L.S.)  
President  
JEROME V. ANSEL,

and *[Signature]* (L.S.)  
ESTHER ANSEL, as Trustees of  
ANSEL PRODUCTIONS, INC. EMPLOYEE  
BENEFIT PLAN

TOWN OF LONGBOAT KEY

*Ed Vuna D. Pool*  
*Jane Roberts*  
As to TOWN

By: *Sidney A. Ocko*  
Mayor

Attest: *William M. Heger*  
Town Clerk

Approved as to form and execution:

*[Signature]*  
Town Attorney

STATE OF NEW YORK  
COUNTY OF NEW YORK

I HEREBY CERTIFY that on this day, before me, the undersigned officer duly authorized to take acknowledgments, personally appeared JEROME V. ANSEL, individually, JEROME V. ANSEL, as President of ANSEL FILM STUDIOS, INC., and JEROME V. ANSEL AND ESTHER ANSEL, as Trustees of ANSEL PRODUCTIONS, INC. EMPLOYEE BENEFIT PLAN, and they acknowledged before me that they executed the foregoing instrument as their free act and deed for the purposes therein set forth.

WITNESS my hand and seal in the County and State aforesaid this 3 day of August, 1978.

My commission expires:

*[Signature]*  
Notary Public

PAUL GELMAN  
Notary Public, State of New York  
Qualified in New York  
Commission Expires August 31, 1980

TRACT I

Those portions of Lots 11 and 12 and Lots 17 through 21, of the Plat of the Subdivision of Longboat Key (Plat Book 7, Page 16, Manatee County, Florida Public Records) lying Easterly of Gulf of Mexico Drive.

TRACT II

Those portions of Lots 17 through 20 of the Plat of the Subdivision of Longboat Key (Plat Book 7, Page 16, Manatee County, Florida Public Records) lying Westerly of Gulf of Mexico Drive.

TRACT III\*

Those portions of Lots 13 and 14 of the Plat of the Subdivision of Longboat Key (Plat Book 7, Page 16, Manatee County, Florida Public Records) lying Easterly of Gulf of Mexico Drive.

TRACT IV\*

Lot 13, Bailey-Dobson Subdivision as per plat thereof recorded in Plat Book 9, Page 51, Public Records of Manatee County, Florida.

EXHIBIT "A"



PARCEL A

A portion of U. S. Government Lot 2 and Lot 3 of fractional Section 16, and a portion of U. S. Government Lot 4 of fractional Section 17, Township 36 S, Range 17 E, and a portion of Island Beach subdivision, all lying and being in Sarasota County, Florida, being more particularly described as follows:

Commence at a point at the intersection of the Easterly line of said Section 17, with the Westerly right-of-way line of Gulf of Mexico Drive (S.R. 789, 100' wide); said point lying S 46° 45' 04" E, 94.35' from the Northeasterly corner of the lands of Colony Beach Club, as recorded in Condominium Book 7, Page 12-12F, Public Records of Sarasota County, Florida; thence S 46° 45' 04" E, along said Westerly right-of-way line, 609.15' to the Point of Beginning; thence continue S 46° 45' 04" E, along said right-of-way line 332'; thence S 43° 14' 04" E, along said right-of-way line 332'; thence S 43° 14' 56" W, 912' more or less to the waters of the Gulf of Mexico; thence Northwesterly along said waters, 332' more or less to the intersection of a line lying S 43° 14' 56" W of the Point of Beginning; thence N 43° 14' 56" E, 925' more or less to the Point of Beginning; together with any and all riparian rights appertaining thereto and containing 7.0 acres more or less.

PARCEL B

A portion of U. S. Government Lot 2 and Lot 3 of fractional Section 16, and a portion of U. S. Government Lot 4 of fractional Section 17, Township 36 S, Range 17 E, and a portion of Island Beach Subdivision, all lying and being in Sarasota County, Florida, being more particularly described as follows:

Commence at a point at the intersection of the Easterly line of said Section 17, with the Westerly right-of-way line of Gulf of Mexico Drive (S.R. 789, 100' wide); said point lying S 46° 45' 04" E, 94.35' from the Northeasterly corner of the lands of Colony Beach Club, as recorded in Condominium Book 7, Page 12-12F, Public Records of Sarasota County, Florida; thence S 46° 45' 04" E, along said Westerly right-of-way line, 941.15' to the Point of Beginning; thence continue S 46° 45' 04" E, along said right-of-way line 143.5'; thence S 43° 14' 56" W, 909' more or less to the waters of the Gulf of Mexico; thence Northwesterly along said waters, 144' more or less to the intersection of a line lying S 43° 14' 56" W of the Point of Beginning; thence N 43° 14' 56" E, 912' more or less to the Point of Beginning; together with any and all riparian rights appertaining thereto and containing 3.0 acres more or less.

TRACT II

A portion of U.S. Government Lot 3 of fractional Section 16, Township 36 S, Range 17 E, and a portion of Island Beach Subdivision all being and lying in Sarasota County, Florida, being more particularly described as follows:

Commence at a point at the intersection of the easterly line of said Section 17, with the westerly right-of-way line of Gulf of Mexico Drive (S.R. 789, 100' wide); said point lying S 46° 45' 04" E, 94.35' from the Northeasterly corner of the lands of Colony Beach Club, as recorded in Condominium Book 7, Page 12-12F, Public Records of Sarasota County, Florida; thence S 46° 45' 04" E, along said westerly right-of-way line 1084.65' to the Point of Beginning; thence continue S 46° 45' 04" E, along said right-of-way line 694.6'; thence S 43° 14' 56" W, 914' more or less to the waters of the Gulf of Mexico; thence northwesterly along said waters, 695' more or less to the intersection of a line lying S 43° 14' 56" W of the Point of Beginning; thence N 43° 14' 56" E, 909' more or less to the Point of Beginning; together with any and all riparian rights appertaining thereto and containing 14.5 acres more or less.



119

COMMISSION DIRECTIONS, MARCH 6, 1979 WORKSHOP

Present: Mayor Ochs, Commissioners Bell, Jenkins, McCall, Ridyard, Sedwick, Seegel

Also

Present: Town Manager Allgire, Town Attorney Whitesell, Town Clerk Pool

Absent: None

1. Beach Protection Policy

Mayor Ochs announced that Dr. Sheppard and Dr. Wong of the University of Florida Coastal Engineering Division would not be present as indicated on the agenda but would submit a proposal for setting up a model type study for Longboat Key beach protection.

2. Arvida Resort Hotel Plans Discussion

Mayor Ochs stated a letter had been received from Arvida Corp. agreeing to an extension of time to March 23 for completion of site plan review on their resort hotel project. However, there would not be another regular meeting until April. John Siegel stated he would provide another letter by the following evening's regular meeting agreeing to a longer extension. Mayor Ochs had received a copy of the Open Space Agreement for Longboat Key Club from and executed by the Arvida Corp. Other Commissioners and the Town Attorney requested that they be given copies. John Siegel and Arvida attorney George Dietz presented plans for the resort hotel which they asked that the Commission consider for final site plan approval. It was again pointed out to the applicants that the Commission had asked for and not received a master plan and a land use intensity plan. Further, that the asked for Open Space agreement had just been received. All of these were required before final site plan approval. It was agreed by Mr. Siegel that Arvida would work with consulting planners Adley Associates in order to provide the needed master plan and land use intensity plan.

3. Sailboat Square Development Plans Discussion

Joe Penner, developer of a proposed commercial area to be known as Sailboat Square, just north of the Amoco Station, discussed the plans with the Commission and what his alternatives might be since it is not permitted to put a drive-in bank facility in a front yard. It was brought out that if the drive-in facility were a part of the principal structure it might meet code requirements. Mr. Penner stated he would revise his plans along those lines to try to satisfy the requirements.

4. Ansel Controlled Growth Agreement Proposed Amendment

✓ The Town Attorney explained that the proposed amendment to the Controlled Growth Agreement for the Ansel properties would extend the time for issuance of 1979 building permits until July 1, 1980. There was discussion of whether it would be better to grant an extension of time at the end of the agreement. The Commission was polled and the consensus was that the method in the proposed amendment would be preferable. It was agreed to consider approval of this amendment at the regular meeting March 7.



2/13/79

MEMORANDUM

February 12, 1979

TO: Wayne Allgire

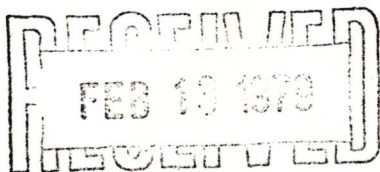
FROM: Adley Assoc., Inc. (J.W.)

SUBJECT: Extension of Ansel Voluntary Construction  
Rate Agreement

1. One of the several sites on Longboat Key with high value and potential for acquisition is the Ansel holding north of Gulf Bay Drive and east of Gulf of Mexico Drive. 4.12 acres zoned C-1 and 14.3 acres zoned R-1 are contained in this piece of land.
2. This land, along with other pieces held by Ansel, is subject to an agreement with the Town limiting the number of units to be built each year. The agreement provides for the following schedule:

	1978	1979	1980	1981	1982	1983	
Units	none	60	51	50	70	118	349 total

3. Ansel has requested a 90 day extension of this agreement to allow time to negotiate the terms of public acquisition of the parcel in question. They would have to start design work immediately in order not to "lose" 70% of this year's unit allowance if they cannot get an extension. Because one alternative means of public acquisition involves transferring units from this parcel to others in Ansel's ownership, all his land is effected.
4. It is our recommendation to grant this request. It is true that the voluntary agreements do exert a kind of deadline pressure on the developer because they allow a carryover of unbuilt units of only 30% from a previous year to the next. Unbuilt units in excess of the carryover allowance would have to wait until the expiration of the period of the agreement and more than likely then would be subject to more severe growth rate controls.
5. Whether an extension would extend the entire schedule or just the 1979 allocation is a question to be answered. Our thought would be to postpone the 1979 allocation 90 days, in effect overlapping the 1980 allocation.



adley associates, inc.



*Incl Agreement  
PVS*

#### 6. ANSEL CONTROLLED GROWTH AGREEMENT AMENDMENT

As discussed at work session, it was moved by Sedwick, seconded by McCall that the request for an extension to the Ansel Growth Agreement be approved, as approved by the Town Attorney. (This would allow any of Ansel's 1979 building permit allocation not used to be carried forward and used by Ansel if requested before July 1, 1980.) Motion carried unanimously.

#### 7. PELICAN HARBOUR EXTENSION OF MAXIMUM STORIES REGULATION

The Commission again discussed, as it had at work session, a request from Larry Rollins, developer of the proposed final phase of Pelican Harbour condominium at 4241 Gulf of Mexico Dr., for an extension of the maximum stories regulation. Mr. Rollins asked that he be permitted to have five stories rather than four within the permitted 50 foot height limitation. It was moved by Sedwick, seconded by Ridyard that Pelican Harbour's request for five stories be granted. Motion carried with Sedwick, Ochs, Bell and Jenkins voting, "aye", Seegel, Ridyard and McCall voting, "no".

#### 8. DE NARVAEZ DR. DRAINAGE PROJECT ENGINEERING

The Commission had discussed at a workshop the Public Works Department's recommendation that the engineering be obtained for a drainage project for DeNarvaez Dr. It was moved by Seegel, seconded by Jenkins that authorization be given to have the engineering done for the DeNarvaez Dr. drainage project. Motion carried unanimously.

#### 9. WATER MAIN EXTENSION AUTHORIZATION

As discussed at work session, Town Manager Allgire stated that funds were available and recommended that authorization be given for extension of the water main to 6801 Gulf of Mexico Drive. It was moved by Seegel, seconded by Sedwick to authorize extension of the water main to 6801 Gulf of Mexico Drive with other such requirements to make it a loop system. Motion carried unanimously.

#### 10. ARVIDA CONTROLLED GROWTH AGREEMENT ADDENDUM

As discussed at work session, it was moved by Ridyard, seconded by Sedwick to approve the First Annual Addendum to the Growth Agreement with Arvida Corp. Motion carried unanimously.

#### 11. SOFTWARE SALE APPROVAL

The Commission had discussed at work session an offer from Lakewood, Colorado to purchase the Town's utilities billing computer program at a purchase price of \$4,000 and the Town Manager recommended approval of the sale. It was moved by Seegel, seconded by McCall to approve the sale of the software. Motion carried unanimously.

#### 12. SITE PLAN REVIEW TIME EXTENSIONS

Mayor Ochs reported a letter had been received from Arvida Corp. agreeing to an extension of time for Site Plan Review of their proposed resort hotel project to April 27, 1979. Also, a letter from the Bennett-Hunt Corp. agreeing to an extension for the Beaches of Longboat project site plan review time for 60 days from March 13,