

**MICROFILMING INFORMATION SHEET**

**TO:** LASON  
4920 West Cypress Street, Suite 108  
Tampa Fl 34228

**FROM:** Town of Longboat Key  
Town Clerk Department  
501 Bay Isles Road  
Longboat Key Fl 34228

**DATE:** 5-3-01

**SUBJECT:** Microfilming

Please index the attached collection of records utilizing the following language and placing this language in the upper right hand corner of each image:

5560 Gulf of Mexico Drive

The database should include the following three fields:

EAS 174

Roll #

Image #

This collection of records should be placed on the following film type:

☒ 16 mm

☐ 35 mm

Total number of pages in this collection: \_\_\_\_\_

If there are questions regarding the collection of records that are to be microfilmed please contact Jo Ann Dunay-Mixon, Deputy Clerk Records, at 941-316-1999.

70 Original

## FEE SIMPLE DEED

THIS INDENTURE, made this 6th day of March, 1981, between Jerome V. Ansel and Ester Ansel, as Trustees of ANSEL PRODUCTIONS, INC., EMPLOYEE BENEFIT PLAN, of the County of New York and State of New York, Grantor, and JEROME V. ANSEL, of the County of Sarasota and State of Florida, Grantee,

WITNESSETH, that the said Grantor, for and in consideration of Ten Dollars (\$10) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain sell and transfer unto the said Grantee all that certain parcel of land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

Those portions of Tracts 13 and 14 of the Plat of the Subdivision of Longboat Key Fractional Sections 25, 26 and part of Section 24, Township 35 South, Range 16 East lying Easterly of Gulf of Mexico Drive, all as per Plat thereof recorded in Plat Book 7, Page 16 of the Public Records of Manatee County, Florida.

TOGETHER WITH a perpetual non-exclusive easement for pedestrian ingress and egress over and across the Northerly 5 feet of said Tract 13 lying Westerly of Gulf of Mexico Drive to and from Gulf of Mexico Drive and the Gulf of Mexico. This easement is appurtenant to Tracts 13 and 14 and is intended to be for the benefit of the Owner of said Tracts, his heirs, personal representatives, successors, grantees and assigns and all the lawful occupants of said Tracts from time to time.

SUBJECT TO Easements, Restrictions and Reservations of Record, Taxes and Assessments for 1981 and subsequent years and Governmental Laws, Ordinances, Rules and Regulations and all matters of record.

As to the perpetual non-exclusive easement described as part of Parcel "1", this easement is subject to that certain unrecorded Agreement dated June 30, 1976 by and between SOUTHEAST FIRST NATIONAL BANK OF MANATEE, a national banking association, and MICHAEL J. FUREN, as Trustee. TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hands and seals the day and year above written.

Signed, sealed and delivered  
in the presence of:

Michael J. Furen  
Helen G. Read

JEROME V. ANSEL (SEAL)  
as Trustee  
ESTER ANSEL (SEAL)  
as Trustee

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared JEROME V. ANSEL and ESTER ANSEL, as Trustees of ANSEL PRODUCTIONS, INC., EMPLOYEE BENEFIT PLAN, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as their free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of March, 1981.

My commission expires:

Helen G. Read  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 2 1981  
BONDED THRU GENERAL H.G. UNDERWRITERS

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

RECORD AND  
RETURN TO

FILED AND RECORDED

791753

U.S. 1001 69 2100

## QUIT CLAIM DEED

THIS INDENTURE, made this 17 day of March, 1981, between Jerome V. Ansel and Ester Ansel, as Trustees of ANSEL PRODUCTIONS, INC., EMPLOYEE BENEFIT PLAN, of the County of New York and State of New York, Grantor, and JEROME V. ANSEL, of the County of Sarasota and State of Florida, Grantee,

WITNESSETH, that the said Grantor, for and in consideration of Ten Dollars (\$10) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said Grantee all the right, title, interest, claim and demand which the said Grantor has in and to the following described parcel of land situate, lying and being in the County of Manatee and State of Florida, more particularly described as follows:

A parcel of submerged land in Sarasota Bay in Section 25, Township 35 South, Range 16 East, Manatee County, Florida, more particularly described as follows:

From the Northwest corner of said Section 25, run South 50°00' West, 970 feet to East Right-of-way line of John Ringling Parkway (100' wide); thence South 40°48' East along said Parkway, 2000.00 feet to the North line of Lot 13 of a Subdivision of Fractional Sections 25, 26 and part of Section 24, Township 35 South, Range 16 East, as recorded in Plat Book 7, Page 16 of the Public Records of Manatee County, Florida; thence North 50°00' East along the North line of said Lot 13, 1862.4 feet to the Northeasterly corner of said Lot 13 (shore line of Sarasota Bay) for a Point of Beginning; thence continued North 50°00' East along said Northerly line of Lot 13 extended into the waters of Sarasota Bay a distance of 300 feet; thence South 40°48' East, 100 feet; thence South 50°00' West along an extension of the Southeasterly line of said Lot 13, 309 feet to the shore of said Sarasota Bay; thence Northerly along the shore of said Bay, 100.4 feet more or less to the Point of Beginning. Containing 0.70 acres, more or less.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hands and seals the day and year above written.

Signed, sealed and delivered in the presence of:

Michael J. Furen  
Helen A. Read

Jerome V. Ansel (SEAL)  
JEROME V. ANSEL, as Trustee  
Ester Ansel (SEAL)  
ESTER ANSEL, as Trustee

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared JEROME V. ANSEL and ESTER ANSEL, as Trustees of ANSEL PRODUCTIONS, INC. EMPLOYEE BENEFIT PLAN, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as their free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of March, 1981.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 2 1981  
I O S E L T H O U G H C E R T A I N I N G U N D E R W R I T T E N

Helen A. Read  
Notary Public

O.R. 1001 PG

2101

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

RECORD AND  
RETURN TO

791754

791755

## FEE SIMPLE DEED

THIS INDENTURE, made this 17th day of March, 1981, between JEROME V. ANSEL, of the County of New York and State of New York, Grantor, and Jerome V. Ansel and Ester Ansel, as Trustees of ANSEL PRODUCTIONS, INC., EMPLOYEE BENEFIT PLAN, of the County of New York and State of New York, Grantee,

WITNESSETH, that the said Grantor, for and in consideration of Ten Dollars (\$10) and other valuable consideration, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain sell and transfer unto the said Grantee all that certain parcel of land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

Those portions of Tracts 17 and 18 of the Plat of the Subdivision of Longboat Key Fractional Sections 25, 26 and part of Section 24, Township 35 South, Range 16 East lying Easterly of Gulf of Mexico Drive, all as per Plat thereof recorded in Plat Book 7, Page 16 of the Public Records of Manatee County, Florida.

SUBJECT TO Easements, Restrictions and Reservations of Record, Taxes and Assessments for 1981 and subsequent years and Governmental Laws, Ordinances, Rules and Regulations and all matters of record.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year above written.

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

[Signature] (SEAL)  
JEROME V. ANSEL

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared JEROME V. ANSEL, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of March, 1981.

[Signature]  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 2 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

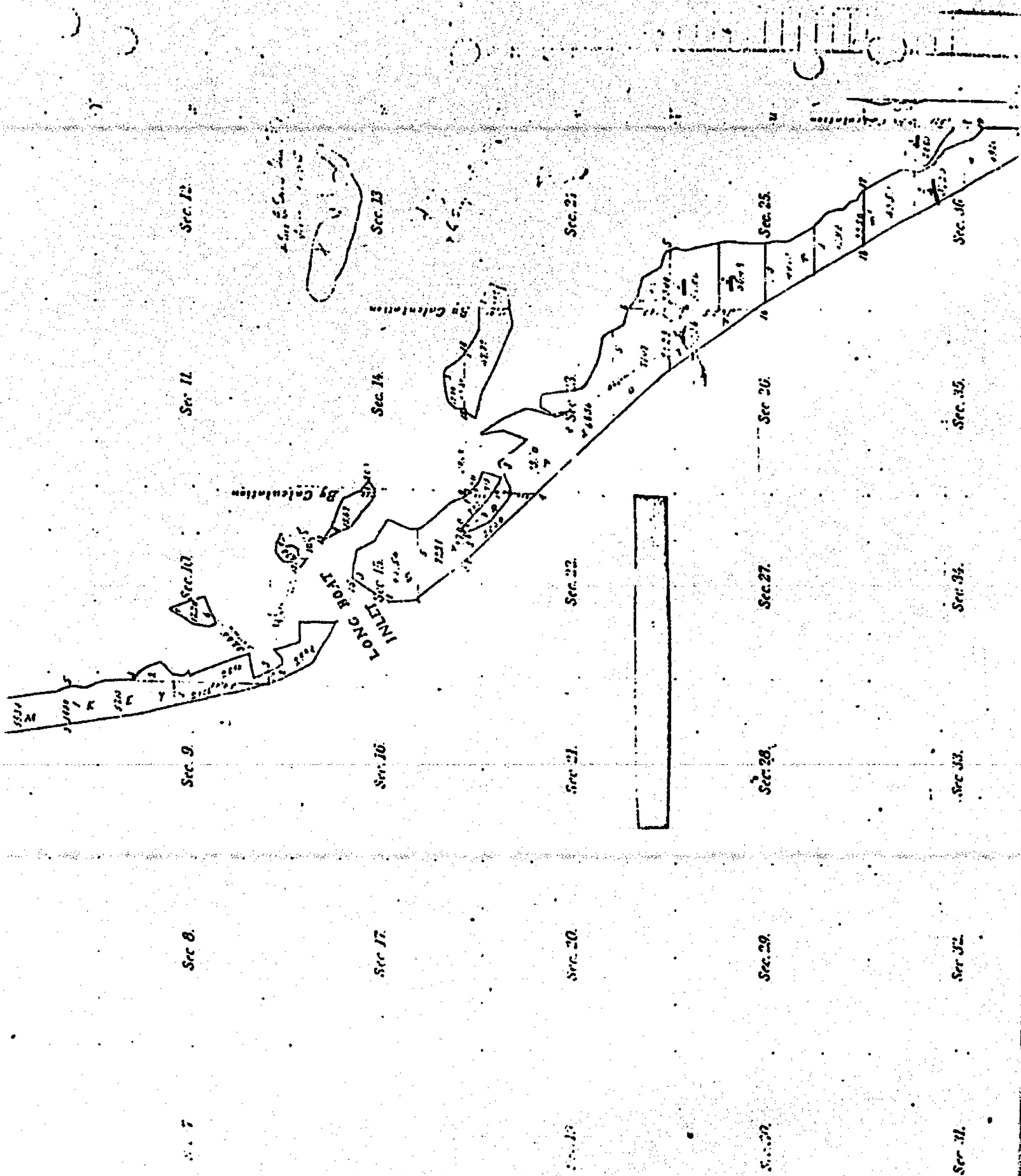
MAR 10 2 17 PM '81

FILED AND RECORDED

791755

J. Puren, Esquire  
P. O. Drawer 4195  
Sarasota, FL. 33578

133



Revised with Dan Grant, March 22, 1977

**MERIDIAN**[illegible][illegible]

The above will go forwarded at 10 o'clock  
 of 28th inst. at 11 P.M. of the  
 same date. *in duplicate*  
 copies of the same being on file in the office of the  
 Surgeon General Office  
 of the above Office  
 forward on 28th inst.

} *See May 28th 1862*  
 Gen. Grant

791757 5560  
670

## QUIT CLAIM DEED

THIS INDENTURE, made this 6/11 day of March, 1981, between JEROME V. ANSEL, of the County of Sarasota and State of Florida, Grantor, and THE TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation of the State of Florida, Grantee,

WITNESSETH, that the said Grantor, for and in consideration of Ten Dollars (\$10) and other valuable consideration, to him in hand paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim (subject to the terms, provisions and operation of the possibility of reverter hereinafter set forth) unto the said Grantee all the right, title, interest, claim and demand which the said Grantor has in and to the following described submerged parcels of land situate, lying and being in the County of Manatee and State of Florida, more particularly described as follows:

Parcel "1" (Submerged) A parcel of submerged land in Sarasota Bay in Section 25, Township 35 South, Range 16 East, Manatee County, Florida, more particularly described as follows:

From the Northwest corner of said Section 25, run South 50°00' West, 970 feet to East Right-of-way line of John Ringling Parkway (100' wide); thence South 40°48' East along said Parkway, 2000.00 feet to the North line of Lot 13 of a Subdivision of Fractional Sections 25, 26 and part of Section 24, Township 35 South, Range 16 East, as recorded in Plat Book 7, Page 16 of the Public Records of Manatee County, Florida; thence North 50°00' East along the North line of said Lot 13, 1862.4 feet to the Northeasterly corner of said Lot 13 (shore line of Sarasota Bay) for a Point of Beginning; thence continued North 50°00' East along said Northerly line of Lot 13 extended into the waters of Sarasota Bay a distance of 300 feet; thence South 40°48' East, 100 feet; thence South 50°00' West along an extension of the Southeasterly line of said Lot 13, 309 feet to the shore of said Sarasota Bay; thence Northerly along the shore of said Bay, 100.4 feet more or less to the Point of Beginning. Containing 0.70 acres, more or less.

SUBJECT TO Easements, Restrictions and Reservations of Record, Taxes and Assessments for 1981 and subsequent years and Governmental Laws, Ordinances, Rules and Regulations.

Parcel "2" (Submerged) A parcel of submerged land in Sarasota Bay in Section 25, Township 35 South, Range 16 East, Manatee County, Florida, described as follows:

Commencing at the Northwest corner of said Section 25; thence South 89°33' West, a distance of 1269.5 feet to a concrete monument on the Northeasterly Right-of-way Boundary of John Ringling Parkway; thence South 39°57' East along the Northeasterly Right-of-way Boundary of John Ringling Parkway a distance of 2598.3 feet to a point on the Northwesterly Boundary of Lot 11 of John Ringling Subdivision on Long Boat Key, according to a Plat thereof recorded in Plat Book 7, Page 16 of the Public Records of Manatee County, Florida; thence North 50° 03' East along the Northwesterly Boundary of said Lot 11 a distance of 1950 feet more or less to the approximate mean high tide contour of Sarasota Bay for a P.O.B.; thence Southerly along the said mean high tide contour of Sarasota Bay a distance of 200 feet more or less to a point on the Southeasterly Boundary of Lot 12 of said John Ringling Subdivision on Long Boat Key; thence North 50° 03' East along the Easterly projection of the said Southeasterly Boundary of Lot 12 a distance of 1030 feet more or less to the Southwesterly Right-of-way boundary of the Intra-Coastal Waterway; thence North 50° 2' 30" West along the Southwesterly Right-of-way boundary of said Intra-Coastal Waterway a distance of 200 feet more or less to a point on the Easterly projection of the Northwesterly boundary of said Lot 11, said point bearing North 50° 03' East a distance of 940 feet more or less from the P.O.B. Thence South 50° 03' West along the said Easterly projection of the Northwesterly boundary of Lot 11 a distance of 940

OR 1001 PG 2107

Central Files 33/81



I. W. Whitesell, Jr., Esquire  
3100 S. Tamiami Trail  
Sarasota, FL. 33579

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

feet to the P.O.B. containing 4.5 acres, more or less, and lying and being in the County of Manatee, in said State of Florida.

SUBJECT TO Easements, Restrictions and Reservations of Record, Taxes and Assessments for 1981 and subsequent years and Governmental Laws, Ordinances, Rules and Regulations.

This conveyance is being made to the Grantee in consideration of the approval by the Grantee of the rezoning of the property described in Exhibit "A" hereto to the "NPD" zoning district, the approval by the Grantee of the transfer of seventy-five (75) living units to the property described in Exhibit "A", the approval by the Grantee of an Outline Development Plan, as amended, for a Negotiated Planned Unit Development on the property described in Exhibit "A" and the right of the Grantor to subsequently develop the property described in Exhibit "A" in accordance therewith. Therefore, all right, title, interest, claim and demand to the property described above and BEING quitclaimed hereby shall automatically revert to the Grantor in the event all, any or any portion of the foregoing approvals, the enabling Ordinances or Resolutions on which they were based or the proposed Negotiated Planned Unit Development are finally adjudicated to be illegal, unconstitutional or otherwise invalid or improper, either on substantive or procedural grounds or combination thereof or otherwise, by a court of competent and final jurisdiction in an action or proceeding commenced by any third party or parties (including without limitation an individual Town Commissioner or Commissioners acting in their individual capacities or any other governmental body, agency or authority), which action or proceeding is commenced within two (2) years from the date of this conveyance.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, except as otherwise provided herein.

GRANTOR resides with his spouse on other property and the above described property being conveyed is not the homestead of the Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year above written.

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
Helen G. Read

*[Signature]* (SEAL)  
JEROME V. ANSEL

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared JEROME V. ANSEL, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of March, 1981.

*Helen G. Read*  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 2 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

## Exhibit "A"

A PORTION OF U.S. GOVERNMENT LOT #2 AND #3 OF FRACTIONAL SECTION #16, AND A PORTION OF U.S. GOVERNMENT LOT #4 OF FRACTIONAL SECTION #17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, AND A PORTION OF ISLAND BEACH SUB-DIVISION, ALL LYING AND BEING IN SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT AT THE INTER-SECTION 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, PAGES 12 THRU 12-F, 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 1170.1'; THENCE S 43° 14' 56" W, 943' MORE OR LESS TO THE WATERS OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG SAID WATERS, 1170' MORE OR LESS TO THE INTER-SECTION OF A LINE LYING S 43° 14' 56" W OF THE POINT OF BEGINNING; THENCE N 43° 14' 56" E, 950' MORE OR LESS TO THE POINT OF BEGINNING; TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS APPERTAINING THERETO AND CONTAINING 25.41 ACRES, MORE OR LESS.

791757

FILED AND RECORDED

MAR 10 2 17 PM '81

R. S. HARRIS  
CLERK  
MANATEE CO., FLA.

791756

5560 2742

2,400.00

WARRANTY DEED

THIS INDENTURE, made this 14 day of March, 1981, between JEROME V. ANSEL, of the County of Sarasota and State of Florida, Grantor, and THE TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation of the State of Florida, Grantee,

WITNESSETH, that the said Grantor, for and in consideration of Ten Dollars (\$10) and other valuable consideration, to him in hand paid and given, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain sell and transfer unto the said Grantee the fee simple determinable title to all those certain parcels of land and easements lying and being in the County of Manatee and State of Florida, more particularly described as follows:

Parcel "1" Those portions of Tracts 11, 12, 13 and 14 of the Plat of the Subdivision of Longboat Key Fractional Sections 25, 26 and part of Section 24, Township 35 South, Range 16 East lying Easterly of Gulf of Mexico Drive, all as per Plat thereof recorded in Plat Book 7, Page 16 of the Public Records of Manatee County, Florida.

TOGETHER WITH a perpetual non-exclusive easement for pedestrian ingress and egress over and across the Northerly 5 feet of said Tract 13 lying Westerly of Gulf of Mexico Drive to and from Gulf of Mexico Drive and the Gulf of Mexico. This easement is appurtenant to Tracts 13 and 14 and is intended to be for the benefit of the Owner of said Tracts, his heirs, personal representatives, successors, grantees and assigns and all the lawful occupants of said Tracts from time to time.

SUBJECT TO Easements, Restrictions and Reservations of Record, Taxes and Assessments for 1981 and subsequent years and Governmental Laws, Ordinances, Rules and Regulations.

As to the perpetual non-exclusive easement described as part of Parcel "1", this easement is subject to that certain unrecorded Agreement dated June 30, 1976 by and between SOUTHEAST FIRST NATIONAL BANK OF MANATEE, a national banking association, and MICHAEL J. FUREN, as Trustee.

Parcel "2" U.S. Government Lot 3 in Section 36, Township 35 South, Range 16 East, Manatee County, Florida and U.S. Government Lots 1 and 2, Section 31, Township 35 South, Range 17 East, Manatee County, Florida.

Together with the following described easements:

Easement 1 - Begin at the intersection of the northerly line of Section 36, Township 35S, Range 16E and the easterly Right-of-way line of Gulf of Mexico Drive (100 Right-of-way); thence S 31° 40.00" E along said easterly Right-of-way line of Gulf of Mexico Drive, 1965.38 ft. to the principal place of beginning of a 60.00 ft. easement lying 30.00 ft. either side of the following described centerline. Thence N 58° 20' 00" E 91.69 ft. to end of said 60.00 ft. easement.

Easement 2 - That certain 10-foot easement across the Southerly part of the following described property running from the Gulf of Mexico Drive to the waters of the Gulf of Mexico for ingress and egress to the beach along the Gulf of Mexico. That property being more particularly described as follows:

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
999.00

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
999.00

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
999.00

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
999.00

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
999.00

I. W. Whitesell, Jr., Esquire  
3100 S. Tamiami Trail  
Sarasota, FL. 33579

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

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
999.00

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
999.00

Commence at a concrete monument marking the point of intersection of the North line of Section 36, Township 35 South, Range 16 East and the Westerly Right-of-way of Gulf of Mexico Drive (S.R. 780); thence South  $31^{\circ} 39' 50''$  East along said Westerly Right-of-way, 1941.22 feet to a concrete monument for a Point of Beginning; thence continue South  $31^{\circ} 39' 50''$  East, along said Westerly Right-of-way of Gulf of Mexico Drive 392.42 feet to a concrete monument; thence South  $58^{\circ} 15' 40''$  West parallel to the Northerly Right-of-way of Davies Place, a 50-foot street, as shown on Plat of Summerset Beach, recorded in Plat Book 4, Page 121, of the Public Records of Manatee County, Florida and 209.37 feet therefrom, 553.69 feet, more or less, to the intersection of said line and the waters of Gulf of Mexico; thence Northwesterly along said waters, 392.4 feet, more or less to the intersection of said waters and a line bearing South  $58^{\circ} 15' 40''$  West from the Point of Beginning; thence North  $58^{\circ} 15' 40''$  East, along said line parallel to said North line of Davies Place and 183.05 feet therefrom to the Point of Beginning; lying in U.S. Government Lot 2, Section 36, Township 35 South, Range 16 East, Manatee County, Florida: LESS the Southeasterly ten (10) feet thereof.

SUBJECT TO Easements, Restrictions and Reservations of Record, Taxes and Assessments for 1981 and subsequent years and Governmental Laws, Ordinances, Rules and Regulations.

This conveyance is being made to the Grantee in consideration of the approval by the Grantee of the rezoning of the property described in Exhibit "A" hereto to the "NPD" zoning district, the approval by the Grantee of the transfer of seventy-five (75) living units to the property described in Exhibit "A", the approval by the Grantee of an Outline Development Plan, as amended, for a Negotiated Planned Unit Development on the property described in Exhibit "A" and the right of the Grantor to subsequently develop the property described in Exhibit "A" in accordance therewith. Therefore, the fee simple title to the property described above and conveyed hereby shall automatically revert to the Grantor in the event all, any or any portion of the foregoing approvals, the enabling Ordinances or Resolutions on which they were based or the proposed Negotiated Planned Unit Development are finally adjudicated to be illegal, unconstitutional or otherwise invalid or improper, either on substantive or procedural grounds or combination thereof or otherwise, by a court of competent and final jurisdiction in an action or proceeding commenced by any third party or parties (including without limitation an individual Town Commissioner or Commissioners acting in their individual capacities or any other governmental body, agency or authority), which action or proceeding is commenced within two (2) years from the date of this conveyance.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, remainder and easements thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, except as otherwise provided herein.

GRANTOR makes no representations or warranties as to the title to any portions of the herein conveyed property or easements lying below the Mean High Tide Line.

The said GRANTOR does hereby fully warrant (except as otherwise provided herein) the title to said property and will defend the same against the lawful claims of all persons whomsoever (except as otherwise provided herein).

GRANTOR resides with his spouse on other property and the above described property being conveyed is not the homestead of the Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year above written.

Signed, sealed and delivered  
in the presence of:

*Helen G. Read*  
Helen G. Read

*JEROME V. ANSEL* (SEAL)  
JEROME V. ANSEL

STATE OF FLORIDA  
COUNTY OF SARASOTA

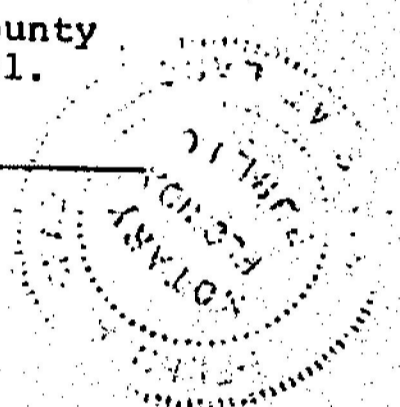
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared JEROME V. ANSEL, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 6<sup>th</sup> day of March, 1981.

*Helen G. Read*  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 2 1981  
BONDED THRU GENERAL INS. UNDERWRITERS



## Exhibit "A"

A PORTION OF U.S. GOVERNMENT LOT #2 AND #3 OF FRACTIONAL SECTION #16, AND A PORTION OF U.S. GOVERNMENT LOT #4 OF FRACTIONAL SECTION #17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, AND A PORTION OF ISLAND BEACH SUB-DIVISION, ALL LYING AND BEING IN SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT AT THE INTER-SECTION 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, PAGES 12 THRU 12-F, 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 1170.1'; THENCE S 43° 14' 56" W, 943' MORE OR LESS TO THE WATERS OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG SAID WATERS, 1170' MORE OR LESS TO THE INTER-SECTION OF A LINE LYING S 43° 14' 56" W OF THE POINT OF BEGINNING; THENCE N 43° 14' 56" E, 950' MORE OR LESS TO THE POINT OF BEGINNING; TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS APPERTAINING THERETO AND CONTAINING 25.41 ACRES, MORE OR LESS.

RECORDED  
MAR 10 2 17 PM '81  
MANATEE CO. FLA.

FILED AND RECORDED

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