

MEMORANDUM

DATE: 02-16-94

*LB Harbour  
Easement  
chron*

TO: File

FROM: Griff H. Roberts, Town Manager

SUBJECT: Longboat Harbour North Request  
for Termination of Easement

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On this date I met with Steve Gooding, Manager of Longboat Harbour North; Dr. Allen J. Gerber, resident of Longboat Harbour North; Larry Steagall, President of Longboat Harbour North Association; and Town Clerk Pat Arends. Discussion centered around the Town's easement adjacent to Longboat Harbour North for access to White Key. Representatives of Longboat Harbour North stated their presentation requesting termination of our easement was due to a request by the State Department of Environmental Protection (DEP) for a Conservancy Deed of certain mangrove property including those upon which the town's easement lies. I advised that before considering termination of an easement, I would have to have some basis for doing so and felt this did not constitute sufficient reason. I suggested that Longboat Harbour North Association proceed to offer the Conservancy Deed to the State which would reference the Town's easement to find out if this would be acceptable to the State. There was general consensus by those present to take this approach.

*GR*

GHR/dhs

cc: Pat Arends, Town Clerk

MEMORANDUM

DATE: 01-12-94

TO: GRIFF H. ROBERTS, TOWN MANAGER

FROM: PAT ARENDS, TOWN CLERK *Pa*

SUBJECT: REQUEST FOR TERMINATION OF EASEMENT - LONGBOAT HARBOUR  
NORTH (WORKSHOP AGENDA ITEM FOR 2/17/94)

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Larry Steagall, President of Longboat Harbour North Association, has submitted additional materials regarding the Association's request for a termination of the Town's easement crossing their property (for access to Town-owned White Key).

Attached is a draft Workshop Agenda Item cover sheet providing information concerning this request along with relevant attachments.

The Association is aware it may not be possible to include this item on the 1/20 Regular Workshop and indicated there would be no problem for it to be scheduled for the 2/17 Regular Workshop to allow the time necessary for staff to review for a recommendation.

Please notify Steven Gooding, Manager of Longboat Harbour North (383-3571), when a date has been determined for discussion by the Town Commission.



*2-16-94 TM - 6'*

TOWN COMMISSION REGULAR WORKSHOP 2/17/94

AGENDA ITEM #

Agenda Item: REQUEST BY LONGBOAT HARBOUR NORTH ASSOCIATION FOR  
TERMINATION OF TOWN'S EASEMENT TO WHITE KEY OVER  
CONDOMINIUM PROPERTY (4800 GULF OF MEXICO DRIVE)

Presenter: Griff Roberts, Town Manager

Summary: Longboat Harbour North Association indicates in  
the process of reviewing and clearing all their  
property documents they determined they wished to  
request termination of an easement across their  
property granted to the Town (through Ansel/  
Mann) for access to White Key.

A 1984 letter to the Association from their law  
firm indicates this request was previously  
explored by the Association; their attorney  
advised such an effort would likely be  
"fruitless".

It would appear the Association did not pursue a  
termination at that time, since there is no  
evidence in Town files or minutes showing a  
request previously made in this regard.

Staff recommends -----

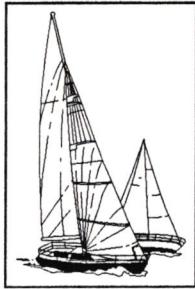
Attachment(s): Letter of Request by Steven A. Gooding, Manager,  
Longboat Harbour North, dated 12/28/93;  
Copy of recorded Warranty Deed and Quit Claim  
Deed for White Key and Easements dated 3/6/81  
(including sketch showing property and easement);  
Copy of letter from Atty. Dan Lobeck (Becker,  
Poliakoff & Streitfeld, PA) dated 7/5/84; Memo  
from (Staff) dated .

Recommended Forward to 3/7/94 Regular Meeting for  
Action: (approval/denial)

01/10/94  
pla

# Longboat Harbour North

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4888 Gulf of Mexico Drive  
Longboat Key, Florida 34228  
(813)383-3571

December 28, 1993

Mr. Griff H. Roberts  
Town Manager  
Longboat Key, Florida 34228

Dear Mr. Roberts,

We would like to extend our appreciation concerning the effort you put forth in securing a Termination of Easement for the association. However after we researched the matter further, we discovered the termination covers apiece of property to the north of our property. Enclosed is a copy of a warranty deed we secured which deals with the property in question. We are requesting a Termination of Easement as it relates to the enclosed deed.

Respectfully Yours,

A handwritten signature in cursive script, appearing to read "S. A. Gooding", with a long horizontal flourish extending to the right.

Steven A. Gooding  
Manager, LHN





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55605740

WARRANTY DEED

THIS INDENTURE, made this 6th 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:

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

999.00 999.00 999.00 999.00

999.00

609.00

MANATEE COUNTY

999.00

MANATEE COUNTY

999.00 999.00 999.00 999.00



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° 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° 39' 50" East, along said Westerly Right-of-way of Gulf of Mexico Drive 392.42 feet to a concrete monument; thence South 58° 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° 15' 40" West from the Point of Beginning; thence North 58° 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.

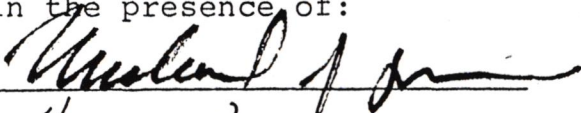
GRANTOR makes no representations or warranties as to the title to any portions of the herein conveyed property or easements lying below the Mean High Tide Line.


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 A. Read

  
JEROME V. ANSEL (SEAL)

STATE OF FLORIDA  
COUNTY OF SARASOTA

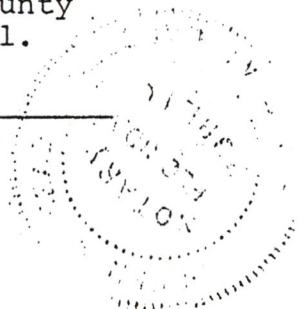
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared JEROME V. ANSEL, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed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

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

Helen A. Read  
Notary Public

My commission expires:

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



*12*



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.

791756

FILED AND RECORDED

MAR 10 2 17 PM '81

MAHON & CO. S.A.

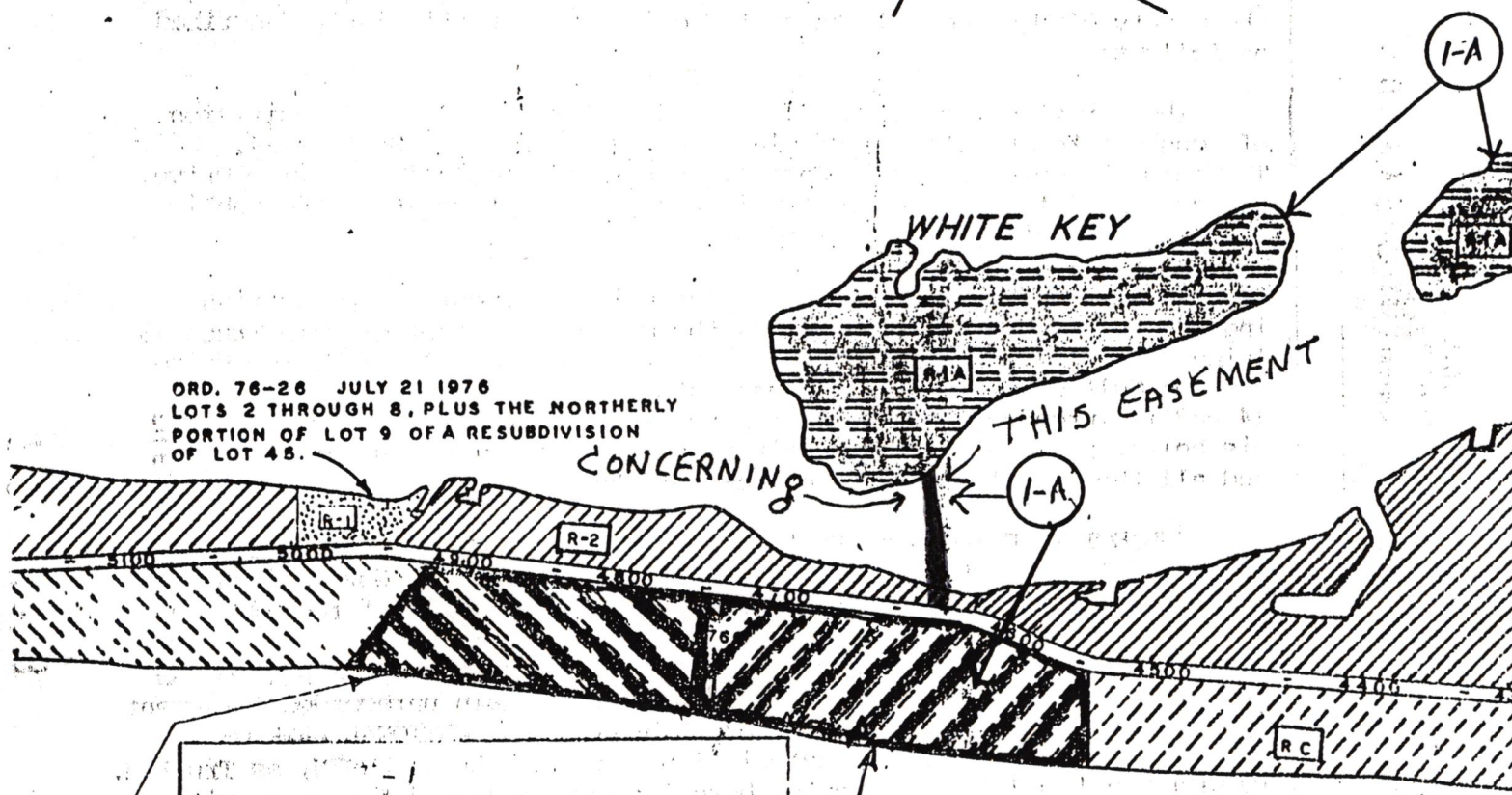


804105

Amended

ORD. 76-26 JULY 21 1976  
LOTS 2 THROUGH 8, PLUS THE NORTHERLY  
PORTION OF LOT 9 OF A RESUBDIVISION  
OF LOT 48.

ORD. 76-26 JULY 21 1976  
LOTS 2 THROUGH 8, PLUS THE NORTHERLY  
PORTION OF LOT 9 OF A RESUBDIVISION  
OF LOT 48.



ORD. 76-26 JULY 21 1976  
LOTS 2 THROUGH 8, PLUS THE NORTHERLY  
PORTION OF LOT 9 OF A RESUBDIVISION  
OF LOT 48.

HOLIDAY INN  
WESTCHESTER APTS.

SUN AND SEA  
HILTON  
SAND CAY  
HOLIDAY BEACH MOTEL.

T-2



1000 - 2107

791757

## QUIT CLAIM 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, 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:

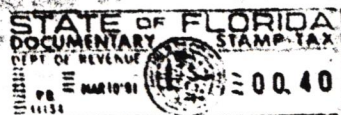
Parcel "1" (Submerged) A parcel of submerged land in Sarasota Bay in Section 25, Township 35 South, Range 16 East, Manatee County, Florida, more particularly described as follows:

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 Northeast 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 Southeastly 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 Northeastly Right-of-way Boundary of John Ringling Parkway; thence South 39°57' East along the Northeastly Right-of-way Boundary of John Ringling Parkway a distance of 2598.3 feet to a point on the Northwestly 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 Northwestly 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 Southeastly 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 Southeastly Boundary of Lot 12 a distance of 1030 feet more or less to the Southwestly Right-of-way boundary of the Intra-Coastal Waterway; thence North 50° 2' 30" West along the Southwestly 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 Northwestly 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 Northwestly boundary of Lot 11 a distance of 940



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

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

CL 1001 PC 2107



LAW OFFICES

*Becker, Poliakoff & Straifeld, P.A.*

GARY A. POLIAKOFF  
ALAN S. BECKER  
JEFFREY E. STREITFELD  
MARK B. SCHORR  
KAY LATONA  
ROBERT J. MANNE  
EDWARD S. POLK  
ALAN E. TANNENBAUM  
ANTHONY A. KALLICHE  
DANIEL J. LOBECK  
DANIEL S. ROSENBAUM  
CHARLES R. MORGENSTEIN  
LEE H. BURG

MICHAEL J. GELFAND  
CYNTHIA BARNETT HIBNICK  
MARC H. HOFFMAN  
CYNTHIA L. JANOV  
STEVEN B. LESSER  
ALLEN M. LEVINE  
MICHELE G. MILES  
PATRICK J. NEWTON  
GARY C. ROSEN  
GLENN D. STORCH  
ROBERT L. TANKEL  
CHARLES N. TETUNIC  
SHARON A. WEBER

FT. LAUDERDALE & ADMIN. OFFICES  
CORPORATE PARK AT CYPRESS CREEK  
6520 N. ANDREWS AVENUE  
P.O. BOX 9057  
FORT LAUDERDALE, FL 33310-9057  
DIRECT TELEPHONE LINES  
FT. LAUDERDALE (305) 776-7550  
MIAMI (305) 944-2926  
BOCA RATON (305) 941-8069  
PALM BEACH (305) 732-0803

MIAMI OFFICE  
DADELAND TOWERS  
9300 S. DADELAND BLVD., SUITE 408  
MIAMI, FL 33156  
MIAMI (305) 665-1196  
BROWARD (305) 463-7920

SARASOTA OFFICE  
635 SO. ORANGE AVENUE, SUITE 10  
P.O. BOX 49675  
SARASOTA, FL 33578  
SARASOTA (813) 366-0826  
CLEARWATER (813) 442-8257

NORTH PALM BEACH OFFICE  
NORTHPOINTE BUILDING  
824 U.S. HIGHWAY 1, SUITE 260  
NORTH PALM BEACH, FL 33408  
PALM BEACH (305) 694-1230  
BROWARD (305) 421-1477  
MARTIN (305) 546-6700

REPLY TO  
Sarasota

Joyce

July 5, 1984

Dennis Owen, Legal Chairman  
Longboat Harbour North Condominium  
Association, Inc.  
4888 Gulf of Mexico Drive  
Longboat Key, Florida 33548

Re: Easement to White's Key

Dear Dennis:

I had, as you requested, prepared a proposed quit-claim deed and letter to Town of Longboat Key attorney Scott Christiansen, requesting that the Town release any easement rights it may have across the condominium property to White's Key. This request was to be based upon a defect in the chain of the easement by which the Town acquired it from Jerome V. Ansel. The basis for our conclusion that this defect existed was the statement in the May 15, 1981 letter to the Association from former counsel Bob Moore, as follows: "In the instruments and abstracts we have examined we have not found a transfer of this easement right from I.Z. Mann and Associates, Inc. to anyone..."

In fact, however, I have determined that I.Z. Mann and Associates, Inc. assigned the easement rights in question to Mr. Ansel, by an instrument recorded December 3, 1980. A copy of the Assignment of Easement Rights is enclosed. Apparently, Bob Moore did not note this Assignment, or the March 10, 1981 easement deed from Mr. Ansel to the Town of Longboat Key, because he was working from abstracts that were not updated, perhaps from November 10, 1980.

It appears that the Mann to Ansel Assignment cured the defect in the chain of the easement which otherwise would have existed by the

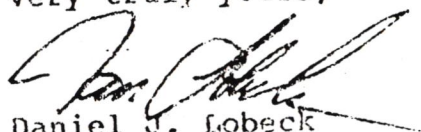
Dennis Owen, Legal Chairman  
July 5, 1984  
Page Two

failure of I.Z. Mann and Associates, Inc. to convey its easement rights earlier in the series of assignments of those rights, as they appear in the public records. Also enclosed is a copy of the easement deed from Mr. Ansel to the Town of Longboat Key, together with certain previous instruments of record affecting the easement, as provided to me by Lawyers' Title Services, Inc. of Manatee County.

At this point, it would seem fruitless to request that the Town abandon its easement rights, and certainly it would not appear that the Association has any legal basis to challenge the Town's rights in that regard. Obviously, though, this is a matter of properly considerable concern for the Association, due to the potentially disruptive use of the easement rights by the Town or its assignee. In this regard, if you like, I could contact Mr. Christiansen with the request that the Town voluntarily restrict its easement rights to ingress and egress to White's Key by officials, agents and employees of the Town, for the purpose of maintaining White's Key in its present natural state, and providing that the Town shall not assign the easement to any person other than Longboat Harbour North Condominium, Inc. I would doubt, though, that such a request by itself would meet with success. If Association representatives have any political contacts with the Town government, then this would be an appropriate instance to use them. If you like, I can also explore the political angle for you.

After reviewing this letter and the enclosures, please let me know how the Association prefers that I proceed further in this matter.

Very truly yours,

  
Daniel J. Lobeck  
For the Firm

DJL/ect  
Enclosures

cc: ~~Charles~~ Murphy, President  
Stan Hochman  
Gary A. Poliakoff, Esq.