

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT made and entered into in duplicate this 16th day of August, 1979, by and between JEROME V. ANSEL, individually, JEROME V. ANSEL and ESTER ANSEL, as Trustees of ANSEL PRODUCTIONS, INC. EMPLOYEE BENEFIT PLAN and SUN BEACH RESORT, INC., a Florida corporation (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, all of the parties, except Sun Beach Resort, Inc., together with Ansel Film Studios, Inc. 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, on March 29, 1979, the same parties entered into that certain Amendment to Agreement amending the Original Agreement in the respects set forth therein (herein the "Amendment to Agreement"), and

WHEREAS, Ansel Film Studios, Inc. was a party to the Original Agreement and Amendment to Agreement because it was believed to be the record owner of certain real property therein described, when, in fact, such real property was owned by Sun Beach Resort, Inc., a Florida corporation, which was not a party to the Original Agreement and Amendment because of such error, and

WHEREAS, in fact, Ansel Film Studios, Inc. has been previously liquidated and dissolved and of all of its assets transferred to Sun Beach Resort, Inc., the sole

shareholder of Ansel Film Studios, Inc., and Ansel Film Studios, Inc. no longer exists as a separate corporate entity, and

WHEREAS, Sun Beach Resort, Inc., therefore, is entitled to all the rights of Ansel Film Studios, Inc. under the Original Agreement and Amendment to Agreement, and

WHEREAS, the parties hereto desire to amend the Original Agreement as previously amended by the Amendment to Agreement as hereinafter set forth.

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

1. Paragraph 2 of the Original Agreement as previously amended by the Amendment to Agreement is hereby further amended by revising the proviso at the end thereof to read as follows: "Provided, however,

"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 December 31, 1980."

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

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

Signed, sealed and delivered
in the presence of:

Helen A. Read
Loretha D. Jones
As to Ansel

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

SUN BEACH RESORT, INC.
By: [Signature] (SEAL)
1st President

[Signature]
JEROME V. ANSEL

and

[Signature]
ESTER ANSEL

AS TRUSTEES OF ANSEL PRODUCTIONS, INC
EMPLOYEE BENEFIT PLAN

TOWN OF LONGBOAT KEY

[Signature]
Virginia M. Skypood
As to Town

By: [Signature]
Its Mayor

ATTEST:

[Signature]
Town Clerk

Approved as to form and execution:

[Signature]
Town Attorney

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

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 5th day of September, 1979.

[Signature]
Notary Public

My commission expires:

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

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

BEFORE ME, personally appeared JEROME V. ANSEL, President of SUN BEACH RESORT, 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 5th day of September, 1979.

[Signature]
Notary Public

My commission expires:

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

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

BEFORE ME, 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 and acknowledged before me that
they executed the same as said Trustees for the purposes
therein expressed.

WITNESS my hand and official seal this 5th day of
September, 1979.

Helen A. Read
Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

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

BEFORE ME, personally appeared James Kennedy McCall
and E. Jane Pool, Mayor and Town Clerk, res-
pectively, 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 16th day of
August, 1979.

Margaret A. Carver
Notary Public

My commission expires:

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

WOOD, WHITESELL & KARP, P.A.

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

ATTORNEYS AT LAW

SARASOTA - ENGLEWOOD
3100 SOUTH TAMiami TRAIL
SARASOTA, FLORIDA 33579

J. PHILLIP DUNN
OF COUNSEL

(813) 366-9110

Valerie J. Davis

September 18, 1979

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

cc CF

Dear Wayne:

Enclosed please find Second Amendment to Agreement between Jerome V. Ansel, et al and the Town of Longboat Key. This has been executed by all parties and approved as to form and execution.

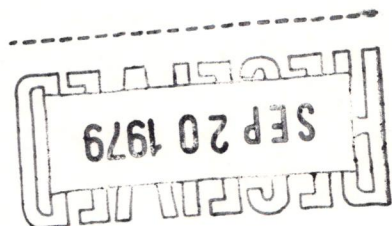
Very truly yours,

I. W. Whitesell, Jr.
I. W. Whitesell, Jr.

IWWjr:mw

Enclosure

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



Central Files 9-25-79

2. MUNICIPAL SERVICE TAXING DISTRICT BOARD MEMBERS APPOINTMENT

It was moved by Riter, seconded by Jenkins that Commissioners Ochs and Ridyard be appointed as members of the Longboat Key Municipal Service Taxing District Board. Motion carried unanimously. The Town Attorney suggested that a copy of the portion of the minutes of this meeting appointing the Board members be included with the certified copies of the ordinance which are to be furnished to various officials.

3. ANSEL GROWTH AGREEMENT AMENDMENT

Town Manager Allgire reported that the Town Attorney had approved as to form a proposed amendment to extend to December 31, 1980 the allocation of units for 1979 covered under the growth agreement with Ansel Properties which had been discussed at the August 1 regular meeting. Mr. Allgire stated that the Town Attorney had also suggested this might be the appropriate time to renegotiate the agreement to three years, 1980-82 inclusive. The agreement now extends through the year 1983, unlike the Bennett-Hunt and Arvida agreements which both terminate in 1982. The Manager stated he had no objection to the proposed amendment. It was moved by Seegel, seconded by Riter that the proposed amendment be approved. Motion carried unanimously.

4. EMPLOYEE HOSPITALIZATION INSURANCE

Commissioner Seegel reported discussions with the Town's current hospitalization carrier, Crown Insurance and with Blue Cross/Blue Shield. The Town has been paying \$72,000 as an annual premium to Crown and discussions indicate that Blue Cross/Blue Shield can provide slightly better coverage at an annual savings of about \$24,000. A proposal had also been received from Equitable but he had not yet had sufficient time to thoroughly study it. Lincoln National is also going to submit a proposal. Although the expiration date of the policy with Crown is January 1, there is a provision for cancellation with 30 days' written notice and he recommended that such a notice be given for cancellation as of September 30. Gene Cloud, who is an insurance broker and the agent for Crown, agreed that cancellation notice should be given and bids taken for a new policy. Jim Green, Blue Cross/Blue Shield representative, stated he could give the Town a letter stating that coverage would start October 1. He noted, however that the rates quoted had been as of September 1 and there would be approximately a 5% increase over the quote. He further stated he might be able to get an exception to put the coverage into effect September 30, but he did not really think he could.

It was moved by Seegel, seconded by Jenkins that the Town Manager be authorized to notify Crown Insurance Co. that the coverage the Town has with them for group hospitalization will be cancelled as of the last day of September, but that this letter not be issued until a letter is received from Blue Cross/Blue Shield as Mr. Green had stated he would provide. Motion carried unanimously.

5. ADJOURNMENT

Mayor McCall declared the meeting adjourned at 2:50 P.M.

J. Kennedy McCall, Mayor

E. Jane Pool

E. Jane Pool, Town Clerk

WOOD, WHITESELL & KARP, P.A.

ATTORNEYS AT LAW

SARASOTA - ENGLEWOOD

3100 SOUTH TAMiami TRAIL

SARASOTA, FLORIDA 33579

J. PHILLIP DUNN
OF COUNSEL

(813) 366-9110

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R. W. WELLBAUM, JR.
SAMUEL S. DUFFEY
ROBERT J. ELKINS
GLENN W. PHIPPS, JR.
WAYNE F. SEITL

Valerie J. Davis

August 6, 1979

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

Dear Wayne:

Pursuant to your request, I have examined the Second Amendment to Agreement for Ansel and approve the same as to form. As soon as it has been properly executed, I will approve it to form and execution. This continues until 12/31/80 the permits allocated in 1979 by Ansel. In addition it substitutes Sun Beach Resort, Inc. as a party in place of Ansel Film Studios, Inc.

This might be the appropriate time to renegotiate the Ansel Agreement to a three year agreement, 1980-1982 inclusive. This would be approximately 116 units for each of the three years.

Sincerely yours,

Welch
I. W. Whitesell, Jr.

IWWjr:mw

Encl.

*Approved by Jura
Commissioner
8/14/79
Jura*

LAW OFFICES

ICARD, MERRILL, CULLIS, TIMM & FUREN, P.A.

2041 MAIN STREET

POSTAL DRAWER 4195

SARASOTA, FLORIDA 33578

JAMES E. AKER
JAMES W. CULLIS
MICHAEL L. FOREMAN
MICHAEL J. FUREN
THOMAS F. ICARD
WILLIAM W. MERRILL
STEPHEN D. REES
CURTIS J. TIMM

DONALD Y. BENNETT
F. THOMAS HOPKINS III
EDWIN L. FORD

July 20, 1979

TELEPHONE

AREA CODE 813
SARASOTA 366-8222

Wayne Allgire, Town Manager
501 Bay Isles Road
Town of Longboat Key
Longboat Key, Florida 33548

RE: 17 acres[±] - Ansel Trade

Dear Wayne:

As you are aware, Jerry Ansel agreed to keep his northermost 17[±] bayfront acres off the market until July 1, 1979, to see if a trade could be negotiated with the Town, provided the Town extended his 1979 unit allocation until July 1, 1980. As you are also aware, the Town approved this extension. All parties anticipated that the negotiations and any implementing ordinances could be accomplished by the July 1, 1979 date.

However, this date has now come and gone and the negotiations have been further delayed.

Jerry has asked me to advise you that if the Town desires to continue to pursue negotiations over the seventeen (17) acres, as a condition precedent to such further negotiations, he would request the Town extend his 1979 allocation until December 31, 1980. In return he would agree to keep the seventeen-acre tract involved off the market for another six months.

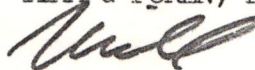
As you and I have previously discussed, this appears to be an equitable request and as I have also indicated to you, Jack Wheelan of Adley Associates, Inc. supports this request.

I am therefore enclosing the original and copy of a Second Amendment to Agreement which approves the requested extension. I would appreciate it if you could present this request to the Town at the next Workshop and have them take formal action on the request at their next scheduled Meeting. I would be happy to attend both the Workshop and the Meeting if you feel this is necessary or desirable.

Kind regards.

Cordially,

ICARD, MERRILL, CULLIS
TIMM & FUREN, P.A.



Michael J. Furen

MJF/rsa
cc: Jerome V. Ansel
Jack Wheelan

8/1/79
GWA
Letter only to Town Commission + Jane
CF
Complete to GWA + CF
RECEIVED
JUL 20 1979

the north end of Longboat Key, Savarese Bayou. The motion failed to pass with Ochs, Riter and Seegel voting, "aye" and Jenkins, McCall and Ridyard voting, "no".

9. OPEN SPACE ACQUISITION ORDINANCE (79-7)

At the direction of the Commission, Ordinance No. 79-7 amending Appendix B, Zoning, of the Town Code was again placed on second reading by title only. It was explained that this was being done because the Commission had inadvertently voted to adopt the ordinance at the July 11 meeting without having a second to the motion to adopt. It was moved by Seegel, seconded by Jenkins that Ord. No. 79-7, excluding Sections 2 and 3 and any other matter pertaining to transfer of density, be passed on second reading and finally adopted. Motion carried: Jenkins, aye; Ochs, aye; Ridyard, aye; McCall, aye; Riter, aye; Seegel, aye.

10. BAY ISLES BAYOU SECTION PUBLIC IMPROVEMENTS ACCEPTANCE

As discussed at the July 24 workshop meeting, it was moved by Jenkins, seconded by Ridyard to accept the public improvements in the Bayou Section of Bay Isles and to authorize reduction of the amount of the bond. Motion carried unanimously.

11. ANSEL GROWTH AGREEMENT AMENDMENT DISCUSSION

The Town Manager discussed a letter dated July 20, 1979 from Michael Furen, representing Ansel Properties, advising that if the Town desired to continue to pursue negotiations for a trade of Ansel's 17[±] acre bayfront tract, they were requesting an extension to December 31, 1980 of Mr. Ansel's 1979 unit allocation under their growth agreement. In return, Mr. Ansel would agree to keep the tract off the market for another six months beyond the previously agreed to July 1, 1979. It proposed a second amendment to the agreement to that effect. Mr. Allgire stated the proposed amendment would have to go to the Town Attorney for his approval and recommendation to the Commission. Action on the proposed amendment could be taken at the August 14 special meeting.

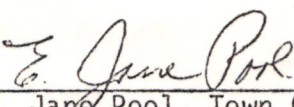
12. SAILBOAT SQUARE DISCUSSION

Commissioner Seegel stated he felt the Staff should review and comment and the Commission reopen discussion of the site plan for Sailboat Square since neither the Staff nor the Commission had an opportunity to study the amended site plan prior to adoption of the resolution of approval. Further, that he was not opposed to the project but felt the Commission should be certain it complied with all Town codes. The Town Attorney stated that had the Commission tabled the matter or denied it because the amended site plan had not been available rather than adopting the resolution it would have been perfectly proper. Now, however, approval had been granted subject to certain conditions and the developer has what he was requesting.

13. ADJOURNMENT

It was moved by Ridyard that the meeting be adjourned. Mayor McCall declared the meeting adjourned at 10:35 P.M.

J. Kennedy McCall, Mayor



E. Jane Pool, Town Clerk