

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 Gellman
As to ANSEL

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

ANSEL FILM STUDIOS, INC.

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

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

TOWN OF LONGBOAT KEY

Elvina G. Paul
Jane Peters
As to TOWN

By: Sidney A. Ocko
Mayor

Attest: William M. Higgins
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 GELLMAN
Notary Public, State of New York
No. 414604001
Qualified in Queens County
Commission Expires March 30, 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"

TRACT IPARCEL 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.

LAW OFFICES
ICARD, MERRILL, CULLIS, TIMM & FUREN, F. A.

2041 MAIN STREET

POSTAL DRAWER 4195

SARASOTA, FLORIDA 33678

THOMAS F. ICARD
WILLIAM W. MERRILL
JAMES W. CULLIS
CURTIS J. TIMM
MICHAEL J. FUREN
MICHAEL L. FOREMAN
JOHN PATTERSON
JAMES F. AKER
STEPHEN D. REES
ROBERT J. LEVY
TIM H. WARREN
ANDREW SHAW

OF COUNSEL
FRANK A. WHITSETT

TELEPHONE

AREA CODE 813
SARASOTA 366-6222

January 13, 1975

The Honorable William J. Kenney, Mayor
Town of Longboat Key
Town Hall
Longboat Key, Florida

Re: Parallel Access Road Proposal by
Town of Longboat Key (Ansel Properties)

Dear Mayor Kenney:

After the public "airing" of the proposed parallel access road, I had the opportunity while in New York to review the "12/10/74" plan with my clients, Jerome V. Ansel and Sun Beach Resorts, Inc.

Our clients are, of course, most anxious to cooperate with the Town in every reasonable manner possible in implementing a parallel access road proposal for the commercial area, thereby decreasing the number of exits and entrances off of Gulf of Mexico Drive and thus eliminating potential traffic and safety hazards. However, after a review of the "12/10/74" proposal, we find certain difficulties with it and would offer the following comments for consideration by the Town Commission.

The proposal, as presented, shows only three permitted entranceways from Gulf of Mexico Drive -- none of which run along the boundaries of our clients' properties, i.e., Lots 11 and 12 and Lots 17 through 21. Therefore, if the proposed plan is adopted, it would effectively preclude any development of our clients' commercial properties until such time as these access roads from Gulf of Mexico Drive and the parallel roads from these access roads to the boundaries of our clients' properties are constructed. We would not even then have access to our properties over these roads unless they were dedicated to the public. This, we would submit, is not the intent of the proposal, nor would it be fair and equitable. We would, therefore, ask the Town to adopt a policy of allowing developments of these commercial properties in advance of the installation of the Gulf of Mexico access roads and the parallel roads. Any developments can be planned so that they are ultimately capable of accepting the proposed roadways at such time as construction of them becomes realistic.

cc W Co

File
The second problem that we find with the "12/10/74" proposal is the curve in the parallel access roadway nearest Gulf of Mexico Drive through Lot 17 and the adjacent Lot 16. This curve would cause that portion of Lot 17 delineated in red on the attached Exhibit to be virtually unusable. The curve would also apparently adversely affect Lot 16 in the same manner. We would, therefore, request that the parallel roadway, as it runs through Lot 17, be relocated so that it directly abuts the Westerly boundary of Lot 17. We would also request that the Town consult with the owner of that portion of Lot 16 affected by the curve to determine whether he feels this is an appropriate location of the proposed roadway through his property.

Our clients, of course, stand ready to discuss this matter further at the convenience of you and the Town Commission. Nothing contained in this letter, however, should be construed as any offer to dedicate the lands necessary for construction of the proposed roadways, but rather should be regarded simply as an expression of certain problem areas our clients see with the proposal as submitted to them.

One other matter was discussed during the public airing on the parallel access road proposal which caused our clients some concern. This was the indication that the Town Commission was considering adopting a policy, to the effect, that only single family detached residences could be constructed in an "R-1 PUD" and that such forms of construction as duplexes, triplexes, quadplexes, or townhouses and cluster housing would not be permitted. We would respectfully request the Commission not to adopt this policy for several reasons. As you will recall, in an effort to reach a compromise which would avoid protracted litigation in connection with the Ansel properties and several others in the vicinity, the Commission raised the maximum density of a PUD in an R-1 district to 5 units per acre. Because of the configuration of the properties involved, i.e., long and narrow strips, it would be virtually impossible for the property owners to achieve the 5 unit per acre compromise density through the use of single family detached dwellings only. In addition, such a policy would effectively preclude aesthetic variations in designs, planning and layout of the projects and prevent the architects from using innovative and imaginative planning and architectural concepts. We would hope that the Commission, therefore, would defer acting on the adoption of such policy.

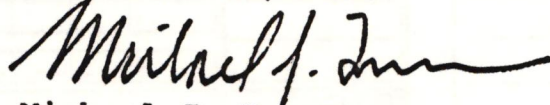
The Honorable William J. Kenney, Mayor
January 13, 1975
Page 3

Our clients and I will make ourselves available at your convenience to discuss these matters further if you so desire.

As always, thank you for your consideration.

Sincerely,

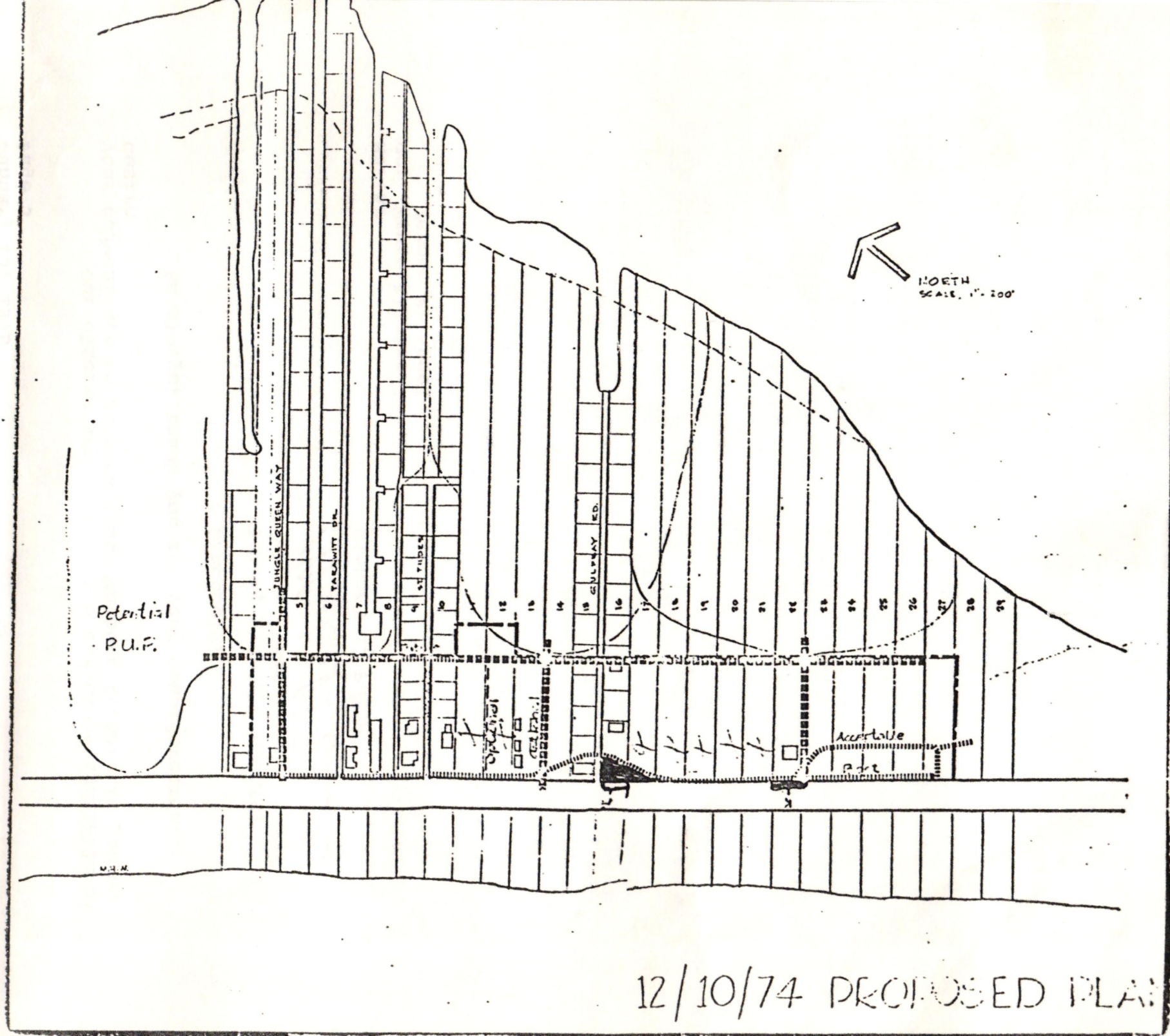
ICARD, MERRILL, CULLIS,
TIMM & FUREN, P.A.

A handwritten signature in dark ink, appearing to read "Michael J. Furen", with a stylized flourish at the end.

Michael J. Furen

MJF:hr

cc: Wayne Allgire
Jerome V. Ansel



12/10/74 PROPOSED PLAN

September 24, 1974

Mr. Michael J. Furen
Icard, Merrill, Cullis, Timm & Furen, P.A.
Postal Drawer 4195
Sarasota, Florida 33578

Re: Jerome V. Ansel and Sun Beach Resorts, Inc.

Dear Mr. Furen:

Please excuse my delay in answering your letter of September 17th.

In your letter you mention Lots 11 and 12 which are zoned C-1 to a depth of 550' from the center line of Gulf of Mexico Drive. It was the recommendation of both the Planning and Zoning Board and the Town Commission that these lots be reduced in C-1 depth to 450', to conform with the rest of the commercial property in that area. Because of the manner in which the zoning changes were advertised, this was not done, but I believe it is the intention of the Commission to consider this change as soon as practicable.

Regarding the property behind the commercial area, it has been zoned R-1 but can be granted a P.U.D. classification at five (5) units per acre with the submission of an appropriate site plan. As you point out, this does not provide a binding commitment on future Commissions but then, neither does any zoning change, Town Ordinance, building standard, etc. prevent a future Commission from making changes where indicated.

We consider the P.U.D. alternative an excellent way for the area in question to develop, with its emphasis on good planning along with reasonable density. We hope that you and your client will agree.

Sincerely,
TOWN OF LONGBOAT KEY

W.J. Kenney
Mayor

WJK/ams

Copies to Commission
4-6-78

src B13
Conf Conf

LAW OFFICES
ICARD, MERRILL, CULLIS, TIMM & FUREN, P.A.
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MICHAEL L. FOREMAN
JAMES E. AKER
STEPHEN D. REES
DONALD Y. BENNETT
F. THOMAS HOPKINS III

April 5, 1978

TELEPHONE
AREA CODE 813
SARASOTA 366-6222

Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 33548

Attention: G. Wayne Allgire, Town Manager

Re: Jerome V. Ansel Properties, Longboat Key, Florida

Dear Wayne:

As I indicated to the Town Commission at the workshop session on Tuesday, April 4, 1978, our firm represents Jerome V. Ansel and his various business entities. Mr. Ansel and his companies are the owners of the property I have listed on the schedule I have included with this letter.

Mr. Ansel has been working for some time with architect Edward J. Seibert and his consultants in formulating development plans for these properties. We would very much like to proceed with the development of the properties as Planned Unit Developments if this is feasible. Therefore, we would appreciate it if you would schedule a pre-application conference between Mr. Seibert and representatives of the Town sometime during next week. Mr. Seibert will make himself available at your convenience and will be calling you to confirm the time for the conference.

Thank you for your consideration.

Cordially,

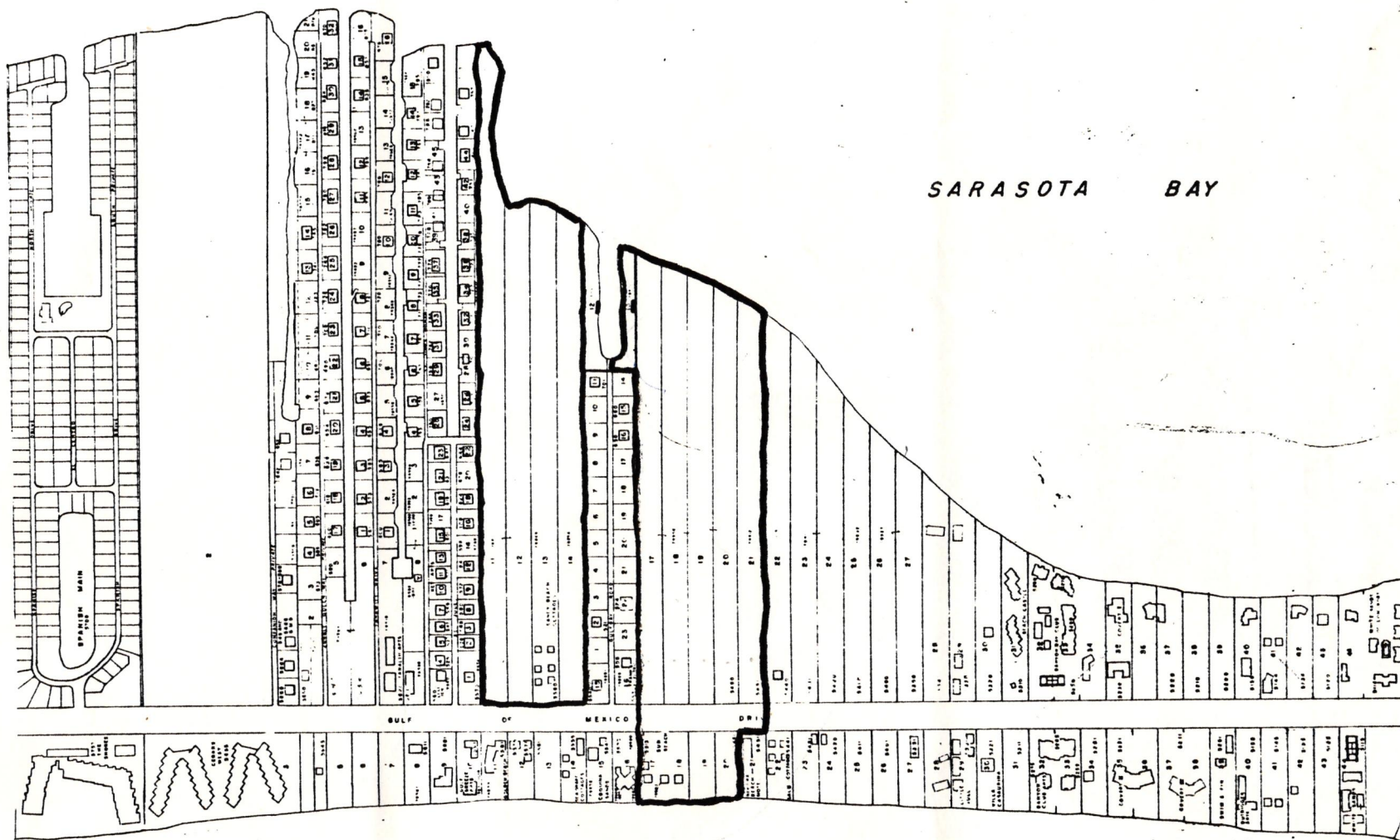
ICARD, MERRILL, CULLIS,
TIMM & FUREN, P.A.



Michael J. Furen

MJF:hr

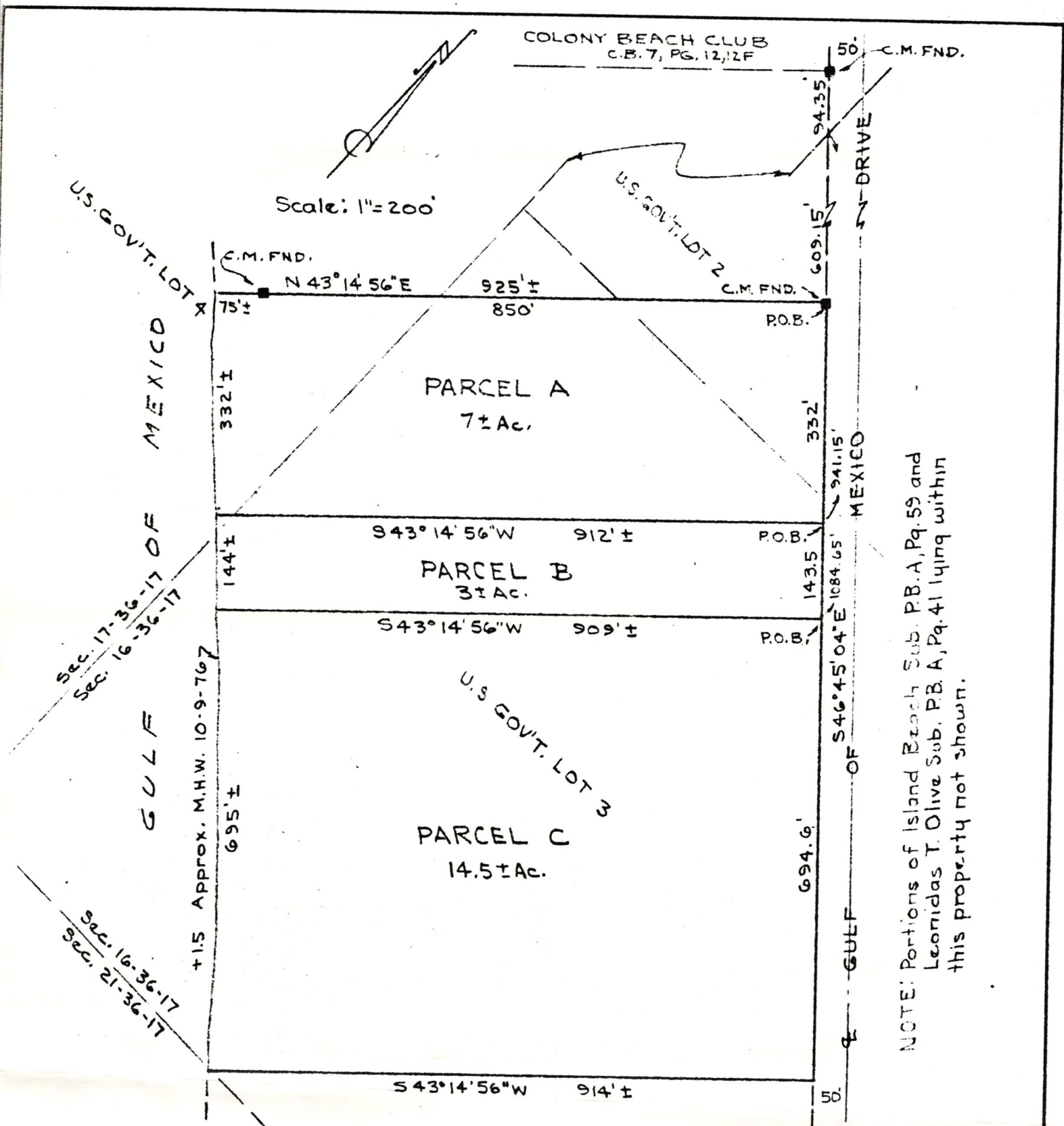
Central File 4-7-78



SARASOTA BAY

GULF OF MEXICO





WE HEREBY CERTIFY: That the attached Sketch of Survey of the above described property is true and correct to the best of our knowledge and belief as recently surveyed under our direction.

Bennett & Bishop, Inc.

By Thomas J. Bennett
Thomas J. Bennett, Reg. Eng. #4981
Reg. Surveyor #1195, State of Florida

Date Nov 24 1976