

RECEIVED
8/20/92

ABEL, BAND, RUSSELL, COLLIER, PITCHFORD & GORDON
===== CHARTERED =====
P.O. BOX 49948
SARASOTA, FL 34230

Longboat Key
c/o David Persson
Davis, Persson & Smith
2033 Main Street, Suite 407
Sarasota, FL 34237

August 18, 1992
FILE # 3462-0006
PAGE 1

STATEMENT # 204975

STATEMENT OF PROFESSIONAL SERVICES RENDERED THROUGH 07/31/92

Ansel, Jerome and Ester: Purchase Pty fr

SERVICES RENDERED

07/09/92	Review of the Contract of Sale and Purchase and Gift and Donation, Deed from Jerome Ansel, Deed from Jerome and Ester Ansel, Affidavit of No Leins, Non-Foreign Affidavit, Closing Statement, title commitment; telephone conference with Al Cox regarding ramifications of failure to insure the title to the easement to the Gulf of Mexico. Kathryn A. Carr 3.50 hours at 165.00 per hour.	577.50
07/09/92	Telephone conference with Tom Hopkins regarding the title exceptions and changing the restriction in the deed and the exception for filed land; review of documents which were revised to reflect these changes; telephone conference with Dave Persson and correspondence regarding same. Kathryn A. Carr .00 hours at 165.00 per hour.	.00
07/10/92	Prepare for and attend closing. Kathryn A. Carr 1.50 hours at 165.00 per hour.	247.50
07/12/92	Prepare a closing package. Kathryn A. Carr .30 hours at 165.00 per hour.	49.50

CONTINUED

*To Town
8/24/92*

Longboat Key
FILE NUMBER: 3462-0006
INVOICE NO.: 204975

August 18, 1992 PAGE 2

Kathryn A. Carr 5.30 hours at \$ 165.00

TOTAL FEES ----- 874.50

DISBURSEMENTS ADVANCED

07/15/92 Photocopies / qty. - 22 4.40
07/16/92 Postage 1.90
07/16/92 Photocopies / qty. - 1 .20

TOTAL DISBURSEMENTS ----- 6.50

TOTAL AMOUNT DUE THIS INVOICE 881.00

TOTAL AMOUNT DUE THIS MATTER -----
===== 881.00

PLEASE RETURN DUPLICATE COPY OF STATEMENT WITH REMITTANCE

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

ATTORNEYS AND COUNSELLORS

2033 MAIN STREET, SUITE 600

POSTAL DRAWER 4195

SARASOTA, FLORIDA 34230

(813) 366-8100

TELECOPIER:

(813) 366-6384

REPLY TO SARASOTA

101 EAST KENNEDY BOULEVARD

SUITE 3570

POSTAL BOX 405

TAMPA, FLORIDA 33601

(813) 221-2100

TELECOPIER

(813) 223-5548

F. THOMAS HOPKINS, III

Direct Line 953-8109

July 8, 1992

Mr. David P. Persson
2033 Main St., 4th Floor
Sarasota, Florida 34237

HAND DELIVERY

RE: Ansel/Longboat Key

Dear David:

Enclosed are the following:

- 1) Original title insurance commitment.
- 2) Copy of purchaser's closing statement.
- 3) Copy of special warranty deed from Mr. and Mrs. Ansel.
- 4) Copy of special warranty deed from Mr. Ansel.
- 5) Copy of affidavit.
- 6) Copy of certificate of non-foreign status.
- 7) Copy of easement referred to in the title commitment.

I understand that closing has been scheduled for 10:00 A.M. on Friday. Please feel free to call me to discuss this further as necessary.

Sincerely,



F. THOMAS HOPKINS, III

FTH:lw
Enclosures

Davis, Persson, Smith & Darnell

Attorneys and Counselors At Law
A Partnership of Professional Associations
2033 Main Street, Suite 406
Sarasota, Florida 34237
(813) 365-4950

David D. Davis*
David P. Persson°
Kevin P. Smith
Robert W. Darnell

Robert P. Rosin
Of Counsel
Telecopier
(813) 365-3259

July 8, 1992

* Also licensed to practice in Illinois
° Qualified in Administrative and Governmental Law under
the Florida Designation Plan
Also licensed to practice in Louisiana and Massachusetts

Kathryn A. Carr, Esq.
Abel, Band, Russell, Collier,
Pitchford & Gordon
Post Office Box 49948
Sarasota, Fl 34230-6948

Re: Town of Longboat Key - Ansel Property

Dear Kathryn:

Enclosed is a proposed Contract of Sale and Purchase and Gift and Donation between the Ansel and the Town of Longboat Key.

Unbeknownst to me, this was agreed to by the Commission on Monday, July 6th, for closing on Friday, July 10th.

Would you please review the contract and information as expeditiously as possible and let me know if these documents are in order?

Thank you for your assistance. If you have any questions, please call me.

Sincerely,



David P. Persson

DPP:awg
Enclosures

INDEX

SELLER AND DONOR: Jerome V. Ansel and Ester Ansel
PURCHASER AND DONEE: Town of Longboat Key, Florida
PROPERTY: Lots 1 through 5, ANSEL SUBDIVISION
Manatee County, Florida
SETTLEMENT DATE: July 10, 1992

INDEX	ITEM
Special Warranty Deed - Lots 1 and 2	1
Special Warranty Deed - Lots 3 thru 5	2
Certificate of Non-Foreign Status	3
Affidavit of No Liens	4
Attorneys' Title Insurance Fund, Inc. Commitment No. C-1675121	5
Closing Statement	6

This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
P.O. Drawer 4195
Sarasota, Florida 34230
(813) 366-8100

SPECIAL WARRANTY DEED

GRANTOR: JEROME V. ANSEL, ALSO KNOWN AS JEROME ANSEL, AS TO AN
UNDIVIDED 72.59% INTEREST, AND ESTER ANSEL, AS TO AN
UNDIVIDED 27.41% INTEREST

GRANTEE: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION

Grantee's Post Office Address: 501 Bay Isles Road
Longboat Key, Florida 34228

Property Appraiser's Parcel ID No.: 79906.1005/2

Grantor, for and in consideration of the sum of \$1.00, to
Grantor in hand paid by Grantee, the receipt whereof is hereby
acknowledged, has granted, bargained, and sold to Grantee, and
Grantee's heirs and assigns forever, the following described land,
to-wit:

See Attached Exhibit A

This conveyance is subject to the following:

1. Real estate taxes for 1992.
2. Encroachments, overlaps, boundary line disputes,
and any other matters which would be disclosed by an
accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by
the public records.
4. The Grantor does not warrant title to any
portion of the property consisting of submerged or
artificially filled in lands or to any portion of the
property lying below the mean high water line.
5. The Grantor does not warrant title to the
easement referred to in the last paragraph of the legal
description set forth in Exhibit A hereof.
6. Easement granted to Florida Power & Light
Company recorded in Deed Book 122, Page 436, and Deed
Book 126, Page 363, of the Public Records of Manatee
County, Florida.
7. All governmental laws, statutes, ordinances,
rules, regulations, resolutions and codes.

Grantor covenants that the herein-described property is vacant
land not the homestead of Grantor.

Grantor hereby imposes a perpetual covenant and restriction running with the land restricting the use of the property to such uses as Grantee is authorized to make of land which it owns by the Constitution of the State of Florida, the statutes of Florida, and the Town of Longboat Key Code. This restriction shall terminate upon the conveyance of the property by Grantee. This restriction is enforceable by Grantor and Grantor's successors and assigns. In the event of the institution of proceedings for specific performance of the covenant and restriction, upon a finding by a court of competent jurisdiction that a violation of the covenant and restriction has occurred, the prevailing party shall be entitled to receive, and there shall be included in any judgment relative thereto, the obligation of the party violating the restriction or covenant to pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the enforcing party as a result of such violation. By acceptance of this deed, Grantee agrees to the provisions of this paragraph.

And the Grantor does hereby covenant with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DATED: July 10, 1992.

Witnesses:

F.T. Hopkins
Witness #1 Signature

F.T. HOPKINS
Print Witness #1 Name

Michael J. Furrow
Witness #2 Signature

Michael J. Furrow
Print Witness #2 Name

(As to Both Signatures)

[Signature]
JEROME V. ANSEL

[Signature] Atty in Fact
ESTER ANSEL BY JEROME V. ANSEL,
HER ATTORNEY-IN-FACT

Address of Grantor:

2499 W. Glades Rd., Ste. 102
Boca Raton, FL 33431

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of July, 1992, by JEROME V. ANSEL A/K/A JEROME ANSEL, who is personally known to me or who has produced N/A as identification and who did not take an oath.

F.T. Hopkins
F.T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
10TH day of JULY, 1992, by JEROME V. ANSEL AS
ATTORNEY-IN-FACT, who is personally known to me or who has produced
N/A as identification and who did not take
an oath, on behalf of ESTER ANSEL.

F.T. Hopkins
F.T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

F:\FTHC\WPA\ANSEL.SWD

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 and 18 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 and 2 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
P.O. Drawer 4195
Sarasota, Florida 34230
(813) 366-8100

SPECIAL WARRANTY DEED

GRANTOR: JEROME V. ANSEL, ALSO KNOWN AS JEROME ANSEL

GRANTEE: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION

Grantee's Post Office Address: 501 Bay Isles Road
Longboat Key, Florida 34228

Property Appraiser's Parcel ID No.: 79906.0005/3 & 79912.0005/1

Grantor, for and in consideration of the sum of \$1.00, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, to-wit:

See Attached Exhibit A

This conveyance is subject to the following:

1. Real estate taxes for 1992.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. The Grantor does not warrant title to any portion of the property consisting of submerged or artificially filled in lands or to any portion of the property lying below the mean high water line.
5. The Grantor does not warrant title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.
6. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.
7. All governmental laws, statutes, ordinances, rules, regulations, resolutions and codes.

Grantor covenants that the herein-described property is vacant land not the homestead of Grantor.

Grantor hereby imposes a perpetual covenant and restriction

running with the land restricting the use of the property to such uses as Grantee is authorized to make of land which it owns by the Constitution of the State of Florida, the statutes of Florida, and the Town of Longboat Key Code. This restriction shall terminate upon the conveyance of the property by Grantee. This restriction is enforceable by Grantor and Grantor's successors and assigns. In the event of the institution of proceedings for specific performance of the covenant and restriction, upon a finding by a court of competent jurisdiction that a violation of the covenant and restriction has occurred, the prevailing party shall be entitled to receive, and there shall be included in any judgment relative thereto, the obligation of the party violating the restriction or covenant to pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the enforcing party as a result of such violation. By acceptance of this deed, Grantee agrees to the provisions of this paragraph.

And the Grantor does hereby covenant with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DATED: July 10, 1992.

Witnesses:

F.T. Hopkins
Witness #1 Signature

F.T. HOPKINS
Print Witness #1 Name

Michael J. Foren
Witness #2 Signature

Michael J. Foren
Print Witness #2 Name

[Signature]
JEROME V. ANSEL

Address of Grantor:

2499 W. Glades Rd., Ste. 102
Boca Raton, FL 33431

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10TH day of July, 1992, by JEROME V. ANSEL A/K/A JEROME ANSEL, who is personally known to me or who has produced N/A as identification and who did not take an oath.

F.T. Hopkins
F.T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 19 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 3 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

CERTIFICATE OF NON-FOREIGN STATUS
(Individual Transferor)

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. Seller is also required by law to provide the closing agent a taxpayer identification number. If the Seller does not provide the closing agent with the correct taxpayer identification number, civil or criminal penalties may be imposed by law. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, and to provide the required information to the closing agent, the undersigned hereby certifies the following:

1. That I and Ester Ansel are collectively the owners of the following described property, to wit:

See Attached Exhibit A

2. That neither owner is a non-resident alien for purposes of U.S. income taxation;

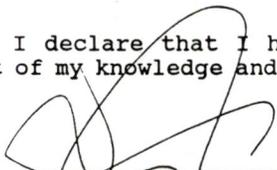
3. That my U.S. taxpayer identification number (social security number) is _____; that Ester Ansel's social security number is 071-34-0064.

4. That my home address is 2499 W. Glades Rd., Ste. 102,
Boca Raton, FL 34228

5. That this certification is made for the benefit of ICARD, MERRILL, CULLIS, TIMM, FUREN & GINSBURG, P.A. as closing agent and for the purpose of inducing THE TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION, to acquire the above-mentioned property from the owners pursuant to that Agreement dated July 6, 1992.

6. I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and closing agent and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

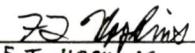


JEROME V. ANSEL, INDIVIDUALLY
AND AS ATTORNEY IN FACT FOR
ESTER ANSEL

Dated: July 10, 1992

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10TH day of July, 19 92, by JEROME V. ANSEL, who is personally known to me or who has produced N/A as identification and who did not take an oath, and who signed this certificate both individually and as attorney in fact for and on behalf of ESTER ANSEL.



F.T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

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Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

ANSEL.LGL

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned notary public, personally appeared JEROME V. ANSEL, who being first duly sworn as required by law, deposes and says:

1. He has personal knowledge of all matters set forth in this Affidavit.

2. Jerome V. Ansel and Ester Ansel ("Owner) collectively are the owners of the fee simple title to the following described property ("Property"):

See Attached Exhibit A

3. The Property is free and clear of all liens, encumbrances and claims of every nature, except for the lien of real estate taxes for this current year and except for the following matters:

Those exceptions referred to in deeds being executed and delivered by Owner incident to the sale necessitating this affidavit.

4. The Owner's title to and possession and enjoyment of the Property have been open, notorious, peaceable, exclusive and undisturbed except as otherwise set forth herein.

5. Neither the Owner's title to nor possession of the Property have ever been disputed or questioned nor is the Owner aware of any facts by reason of which the title to, or possession of, the Property or any part of it might be disputed or questioned or by reason of which any claim to the property or any portion of it might be adversely asserted except as otherwise set forth herein.

6. No person or entity other than the Owner claims or is presently entitled to the right to possession or is in possession of the Property and there are no tenancies, leases or other occupancies that affect the Property except as otherwise set forth herein.

7. To the best of his knowledge, there are no encroachments, overlaps, or disputes concerning the location of the boundary lines of the Property.

8. Except as otherwise here stated, there are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it.

9. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any portion of the property.

10. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the public records of the county where the Property is located or any other county in Florida or pending against the Owner in the courts of Florida or in any other courts unless otherwise set forth herein.

11. No improvements or repairs have been made to the Property during the 90 day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers

incurred in connection with the Property unless otherwise expressly set forth herein.

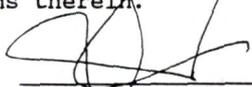
12. To the best of his knowledge, there are no easements or claims of easements affecting the Property.

13. Subsequent to the effective date of any title commitment or opinion issued in connection with the closing necessitating this Affidavit, the undersigned individually (and as the authorized agent of the Owner if not the Owner) hereby agrees and represents that the undersigned and the Owner will not execute any instrument, or do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner except for the execution of any mortgage or other instrument required or expressly contemplated by the commitment or opinion.

14. No notice of commencement has been recorded affecting the property.

15. This Affidavit is made to induce THE TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION, to purchase the Property, and to induce ATTORNEYS' TITLE INSURANCE FUND, INC. to issue a title insurance policy covering the Property.

16. This Affidavit is made and given by the undersigned with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and representations therein.



JEROME V. ANSEL

Sworn to and subscribed before me this 10TH day of July, 1992.



Printed Name: F.T. HOPKINS
Notary Public
My Commission Expires: 11-9-93

Personally known X OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

COMMITMENT

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Commitment To Insure Title

ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A; subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by The Fund, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of The Fund.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By *Charles J. Kovaleski*

Charles J. Kovaleski

President

By: *F. Thomas Hopkins, III*
F. Thomas Hopkins, III,
Attorney Member

S E R I A L

C- 1675121

FUND COMMITMENT FORM

SCHEDULE A

24

July 10, 1992

Commitment No.: C-1675121

Effective Date: ~~June 18, 1992~~

File Reference: 7531-773 (Ansel
Comm. Tract)

1. Policy or Policies or Guarantee to be issued:

OWNER:

Proposed Insured: TOWN OF LONGBOAT KEY, FLORIDA, A
MUNICIPAL CORPORATION

Proposed Amount of Insurance: \$1,720,000.00

2. The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify same) and title thereto is at the effective date hereof vested in:

As to lots 1 and 2 of Ansel Subdivision, in Jerome V. Ansel and Ester Ansel, as Trustees of Ansel Productions Inc. Employee Benefit Plan.

As to lots 3 through 5 of Ansel Subdivision, in Jerome V. Ansel.

3. The land referred to in this commitment is described as follows:

See Attached Exhibit A

ISSUED BY:
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
2033 Main St., Ste. 600
Sarasota, Florida 34237

By: *F. Thomas Hopkins*
F. Thomas Hopkins, III,
Attorney Member

Member No. 1123

SCHEDULE B

Commitment No.: C-1675121

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - a. As to lots 1 and 2 of Ansel Subdivision, deed from Jerome V. Ansel and Ester Ansel, as trustees of Ansel Productions Inc. Employee Benefit Plan, to Jerome V. Ansel as to an undivided 72.59 percent interest and Ester Ansel as to an undivided 27.41 percent interest, as tenants in common.
 - b. As to lots 1 and 2 described above, warranty deed from the grantees described above to the proposed insured.
 - c. As to lots 3 through 5 of Ansel Subdivision, warranty deed from Jerome V. Ansel to the proposed insured.
3. Furnish affidavit of no liens and of exclusive possession in form acceptable to the title agent.
4. Record power of attorney from Ester Ansel to Jerome V. Ansel.

*Accomplished
FSA*

II. Schedule B of the policy or policies or guarantee to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Real estate taxes for 1992.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. The policy will not insure title to any portion of the property consisting of submerged lands or to any portion

*Deleted
FSA*

of the property lying below the mean high water line.

6. The policy will not insure title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.
7. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.

NOTE: 1991 real estate taxes have been paid. Tax information is as follows (all for west 400 feet of platted lots indicated, lots 17 through 21 coinciding with lots 1 through 5 of Ansel Subdivision):

Lots 17 and 18, 79906.1005/2, 1991 gross
\$4,883.11.

Lots 19 and 20, 79906.0005/3, 1991 gross
\$4,883.11.

Lot 21, 79912.0005/1, 1991 gross \$2,441.55.

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

ANSEL.LGL

Standard Exceptions

The owner policy will be subject to the mortgage, if any, noted under item two of Section I of Schedule B hereof. All policies will be subject to the following exceptions: (1) taxes for the year of the effective date of this Commitment and taxes or special assessments which are not shown as existing liens by the public records; (2) rights or claims of parties in possession not shown by the public records; (3) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises; (4) easements, or claims of easements, not shown by the public records; (5) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to The Fund in writing, The Fund shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent The Fund is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to The Fund, or if The Fund otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, The Fund at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve The Fund from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of The Fund under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against The Fund arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Hand BK

76201

Sarasota, Fla. Feb 28. 1927

FLORIDA POWER & LIGHT COMPANY,
Miami, Florida.

Contract:

In Consideration of the payment to us by you of \$1.00 which we have received, we and those holding through us, grant and give to you and your successors the right to set and maintain anchors and poles for an electric transmission and distribution line, and the necessary appurtenances for such lines on the property, (known as Government Lots 1 and 2 of Section 25, Township 26 South, Range 16 East, and Government Lot 1 of Section 26, Township 26 South, Range 16 East, Manatee County, Florida.

Permission is hereby granted to cut, trim and keep clear all necessary trees together with all other rights and privileges necessary for the proper construction, operation and maintenance of said line. Said line is on, over and across the above described property as now surveyed and located by the Florida Power & Light Co.) immediately inside my line and adjoining the highway.

Witnesses: H.P. Williams Co Inc. (SEAL)
Vilour Mahutan By H.P. Williams Pres.
P.S. Via E. Screvens Bond (SEAL)
Sec. of Treas
(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF SARASOTA)SS.

I hereby certify that on this 28th day of February 1927 before me personally appeared H.P. Williams and E. Screvens Bond respectively, President and Secretary of H.P. Williams Company a corporation organized under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Sarasota in the County of Sarasota and State of Florida, this 28th day of February 1927
(Notarial Seal) Verna H. Via

Notary Public State of Florida at Large.

My commission expires July 14, 1930.

I hereby certify that the above and foregoing is a true and correct copy of the original which was filed on the 11th and recorded on the 12th day of July A.D. 1927.

RECORD VERIFIED

Clerk.

364

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS.

I, Reba A. Brown, a Notary Public, in and for said County and State, do certify that on this day personally appeared before me Richard Fuchs, to me well known as one of the persons whose name is affixed to the foregoing instrument as a subscribing witness, who being duly sworn, did depose and say that the said John Ringling duly signed, sealed and delivered the foregoing instrument as his voluntary act and deed in the presence of the said Richard Fuchs and of Geo. J. Schueler the other subscribing witness thereto, and that said witnesses then at the request of said John Ringling duly signed and attested said instrument as witnesses.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Sarasota in said County and State on this the 24th day of October 1927.

(Notarial Seal)

Reba A. Brown

My commission expires Sept. 19, 1929.

I hereby certify that the above and foregoing is a true and correct copy of the original which was filed on the 15th and recorded on the 15th day of March A.D. 1928.

Clerk.

80600

THIS INSTRUMENT, Made this 27th day of February A.D., 1928, between FOUR REALTY CO., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Pinellas, and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the first part, and John M. Daniel of the County of Pinellas and State of Florida party of the second part

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate, lying and being in the County of Manatee, State of Florida, to-wit:

The Northeast one-quarter (NE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of the Northeast One-quarter (NE $\frac{1}{4}$) of section 34 in Township 35 South, Range 20

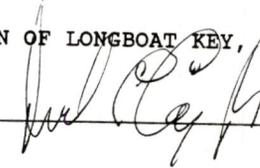
PURCHASER'S AND DONEE'S CLOSING STATEMENT

SELLER AND DONOR: JEROME V. ANSEL and ESTER ANSEL
PURCHASER AND DONEE: TOWN OF LONGBOAT KEY, FLORIDA
PROPERTY: Lots 1 through 5, ANSEL SUBDIVISION
Manatee County, Florida
SETTLEMENT DATE: July 10, 1992

	CHARGES	CREDITS
Total Estimated Fair Market Value	\$ 1,720,000.00	
Donated Value		520,000.00
1992 Real Estate Tax Proration 1/1/92 to 7/10/92		\$ 6,147.91
CASH DUE FROM PURCHASER AND DONEE		1,193,852.09
TOTALS	\$ 1,720,000.00	\$ 1,720,000.00

NOTE: The Purchaser/Donee confirms that the cash payment paid by the Purchaser/Donee does not reflect the total fair market value of the Property and that the Seller/Donor has made a contribution to the Town of Longboat Key equal to the difference between the cash payment and the fair market value of the Property.

TOWN OF LONGBOAT KEY, FLORIDA

By: 

Davis, Persson, Smith & Darnell

Attorneys and Counselors At Law
A Partnership of Professional Associations
2033 Main Street, Suite 406
Sarasota, Florida 34237
(813) 365-4950

David D. Davis*
David P. Persson*
Kevin P. Smith
Robert W. Darnell
Barbara B. Levin
Barry R. Lewis, Jr.

Robert P. Rosin
Of Counsel
Telecopier
(813) 365-3259

* Also licensed to practice in Illinois
° Qualified in Administrative and Governmental Law under
the Florida Designation Plan
Also licensed to practice in Louisiana and Massachusetts

TELECOPIER TRANSMITTAL FORM

DATE: 2/28/95

TO: Deborah Steger FROM: ALINE GLASFORD

TELECOPIER NO.: ZBR-1 RE: Title Policy/Ansel

NO. OF PAGES, INCLUDING THIS COVER PAGE: 2

ORIGINAL TO FOLLOW BY MAIL: YES NO

MESSAGE: Deborah:
Original Title policy sent to Town Clerk
on 9/9/92. I have copy if
that would help.
Thanks, Aline

CONFIDENTIALITY NOTE:

This facsimile contains PRIVILEGED AND CONFIDENTIAL information intended only for the use of the addressee(s) named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please IMMEDIATELY notify us by telephone and return the original facsimile to us at the above address via U.S. Mail. Thank you.

IF YOU HAVE ANY PROBLEMS RECEIVING THE TRANSMISSION, PLEASE CALL ALINE AT (813-365-4950)

Davi , Persson, Smith & Dar l

Attorneys and Counselors At Law
A Partnership of Professional Associations
2033 Main Street, Suite 406
Sarasota, Florida 34237
(813) 365-4950

David D. Davis*
David P. Persson°
Kevin P. Smith
Robert W. Darnell

Robert P. Rosin
Of Counsel
Telecopier
(813) 365-3259

September 9, 1992

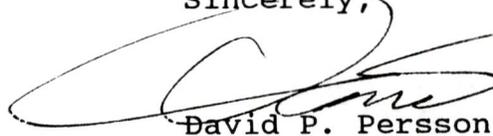
* Also licensed to practice in Illinois
° Qualified in Administrative and Governmental Law under
the Florida Designation Plan
Also licensed to practice in Louisiana and Massachusetts

Ms. Patrizia L. Arends
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

Dear Pat:

Enclosed are the **original** Special Warranty Deeds for the Ansel Property and for Sister Keys together with the original title insurance policy for each parcel. I have kept a copy for my records.

Sincerely,



David P. Persson

DPP:awg
Enclosures

Davis, Persson, Smith & Darnell

Attorneys and Counselors At Law
A Partnership of Professional Associations
2033 Main Street, Suite 406
Sarasota, Florida 34237
(813) 365-4950

David D. Davis*
David P. Persson°
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(813) 365-3259

* Also licensed to practice in Illinois
° Qualified in Administrative and Governmental Law under
the Florida Designation Plan
Also licensed to practice in Louisiana and Massachusetts

TELECOPIER TRANSMITTAL FORM

Date: 11/2/93

TELECOPIER NO: _____

FILE NO: _____

TO: Curt Engert

FROM: DAVID P. PERSSON

Aline Glasford

NUMBER OF PAGES, INCLUDING THIS COVER PAGE: 4

ORIGINAL TO FOLLOW BY MAIL: ___ YES NO

MESSAGE:

Harroty Reed - Aline 2075
3-5

CONFIDENTIALITY NOTE:

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IF YOU HAVE ANY PROBLEMS RECEIVING THE TRANSMISSION, PLEASE CALL ALINE AT (813)365-4950.

15.00 Rec
4,320.00 State

4

558606

Prot

This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
P.O. Drawer 4195
Sarasota, Florida 34230
(813) 366-8100

SPECIAL WARRANTY DEED

GRANTOR: JEROME V. ANSEL, ALSO KNOWN AS JEROME ANSEL

GRANTEE: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION

Grantee's Post Office Address: 501 Bay Isles Road
Longboat Key, Florida 34228

Property Appraiser's Parcel ID No.: 79906.0005/3 & 79912.0005/1

Grantor, for and in consideration of the sum of \$1.00, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, to-wit:

See Attached Exhibit A *JGR* J.C.

DOCUMENTARY TAX \$4,320-
PROPERTY TAX
DEPUTY CLERK

This conveyance is subject to the following:

1. Real estate taxes for 1992.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. The Grantor does not warrant title to any portion of the property consisting of submerged or artificially filled in lands or to any portion of the property lying below the mean high water line.
5. The Grantor does not warrant title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.
6. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.
7. All governmental laws, statutes, ordinances, rules, regulations, resolutions and codes.

Grantor covenants that the herein-described property is vacant land not the homestead of Grantor.

Grantor hereby imposes a perpetual covenant and restriction

running with the land restricting the use of the property to such uses as Grantee is authorized to make of land which it owns by the Constitution of the State of Florida, the statutes of Florida, and the Town of Longboat Key Code. This restriction shall terminate upon the conveyance of the property by Grantee. This restriction is enforceable by Grantor and Grantor's successors and assigns. In the event of the institution of proceedings for specific performance of the covenant and restriction, upon a finding by a court of competent jurisdiction that a violation of the covenant and restriction has occurred, the prevailing party shall be entitled to receive, and there shall be included in any judgment relative thereto, the obligation of the party violating the restriction or covenant to pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the enforcing party as a result of such violation. By acceptance of this deed, Grantee agrees to the provisions of this paragraph.

And the Grantor does hereby covenant with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DATED: July 10, 1992.

Witnesses:

F.T. Hopkins

Witness #1 Signature



JEROME V. ANSEL

F.T. HOPKINS

Print Witness #1 Name

Michael J. Furey

Witness #2 Signature

Michael J. Furey

Print Witness #2 Name

Address of Grantor:

2499 W. Glades Rd., Ste. 102
Boca Raton, FL 33431

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10TH day of July, 1992, by JEROME V. ANSEL A/K/A JEROME ANSEL, who is personally known to me or who has produced N/A as identification and who did not take an oath.

F.T. Hopkins
F.T. HOPKINS

Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 19 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 3 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

ANSEL3.EA

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
JUL 10 4 21 PM '92

Davis, Persson, Smith & Darnell

Attorneys and Counselors At Law
A Partnership of Professional Associations
2033 Main Street, Suite 406
Sarasota, Florida 34237
(813) 365-4950

David D. Davis*
David P. Persson°
Kevin P. Smith
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Robert P. Rosin
Of Counsel
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(813) 365-3259

* Also licensed to practice in Illinois
° Qualified in Administrative and Governmental Law under
the Florida Designation Plan
Also licensed to practice in Louisiana and Massachusetts

TELECOPIER TRANSMITTAL FORM

Date: 11/2/93

TELECOPIER NO: _____

FILE NO: _____

TO: Curt Engert

FROM: DAVID P. PERSSON

Aline Glasford

NUMBER OF PAGES, INCLUDING THIS COVER PAGE: 5

ORIGINAL TO FOLLOW BY MAIL: ___ YES X NO

MESSAGE:

Marriage Deed - Ansel Lots
1-2

CONFIDENTIALITY NOTE:

This facsimile contains PRIVILEGED AND CONFIDENTIAL information intended only for the use of the addressee(s) named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please IMMEDIATELY notify us by telephone and return the original facsimile to us at the above address via U.S. Mail. Thank you.

IF YOU HAVE ANY PROBLEMS RECEIVING THE TRANSMISSION, PLEASE CALL ALINE AT (813)365-4950.

19.50 Rec.
2,880.00 State

3

558605

Ret

This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
P.O. Drawer 4195
Sarasota, Florida 34230
(813) 366-8100

RECORDED & INDEXED
R.S. STATE CLERK OF CIRCUIT COURT
BY: *GB* D.C.

DOCUMENTARY TAX \$2,880-
PROPERTY TAX P.O.
STATE CLERK OF CIRCUIT COURT
BY: *GB*
DEPUTY CLERK

SPECIAL WARRANTY DEED

GRANTOR: JEROME V. ANSEL, ALSO KNOWN AS JEROME ANSEL, AS TO AN UNDIVIDED 72.59% INTEREST, AND ESTER ANSEL, AS TO AN UNDIVIDED 27.41% INTEREST

GRANTEE: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION

Grantee's Post Office Address: 501 Bay Isles Road
Longboat Key, Florida 34228

Property Appraiser's Parcel ID No.: 79906.1005/2

Grantor, for and in consideration of the sum of \$1.00, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, to-wit:

See Attached Exhibit A

This conveyance is subject to the following:

1. Real estate taxes for 1992.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. The Grantor does not warrant title to any portion of the property consisting of submerged or artificially filled in lands or to any portion of the property lying below the mean high water line.
5. The Grantor does not warrant title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.
6. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.
7. All governmental laws, statutes, ordinances, rules, regulations, resolutions and codes.

Grantor covenants that the herein-described property is vacant land not the homestead of Grantor.

Grantor hereby imposes a perpetual covenant and restriction running with the land restricting the use of the property to such uses as Grantee is authorized to make of land which it owns by the Constitution of the State of Florida, the statutes of Florida, and the Town of Longboat Key Code. This restriction shall terminate upon the conveyance of the property by Grantee. This restriction is enforceable by Grantor and Grantor's successors and assigns. In the event of the institution of proceedings for specific performance of the covenant and restriction, upon a finding by a court of competent jurisdiction that a violation of the covenant and restriction has occurred, the prevailing party shall be entitled to receive, and there shall be included in any judgment relative thereto, the obligation of the party violating the restriction or covenant to pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the enforcing party as a result of such violation. By acceptance of this deed, Grantee agrees to the provisions of this paragraph.

And the Grantor does hereby covenant with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DATED: July 10, 1992.

Witnesses:

F.T. Hopkins
Witness #1 Signature

F. T. HOPKINS
Print Witness #1 Name

[Signature]
Witness #2 Signature

Michael J. Furrow
Print Witness #2 Name

(As to Both Signatures)

[Signature]
JEROME V. ANSEL

Ester Ansel Atty in Fact
ESTER ANSEL BY JEROME V. ANSEL,
HER ATTORNEY-IN-FACT

Address of Grantor:

2499 W. Glades Rd., Ste. 102
Boca Raton, FL 33431

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of July, 1992, by JEROME V. ANSEL A/K/A JEROME ANSEL, who is personally known to me or who has produced N/A as identification and who did not take an oath.

F.T. Hopkins
F. T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
10TH day of JULY, 1992, by JEROME V. ANSEL AS
ATTORNEY-IN-FACT, who is personally known to me or who has produced
M/A as identification and who did not take
an oath, on behalf of ESTER ANSEL.

F.T. Hopkins
F.T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

F:\FTHC\WPA\ANSEL.SWD

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 and 18 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 and 2 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

ANSEL.EA

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
JUL 10 4 21 PM '92

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

ATTORNEYS AND COUNSELLORS

2033 MAIN STREET, SUITE 600

POSTAL DRAWER 4195

SARASOTA, FLORIDA 34230

(813) 366-8100

TELECOPIER:

(813) 366-6384

REPLY TO SARASOTA

101 EAST KENNEDY BOULEVARD

SUITE 3570

POSTAL BOX 405

TAMPA, FLORIDA 33601

(813) 221-2100

TELECOPIER

(813) 223-5548

F. THOMAS HOPKINS, III

Direct Line 953-8109

July 31, 1992

Mr. David P. Persson
2033 Main St., 4th Floor
Sarasota, Florida 34237

RE: Ansel/Longboat Key

Dear David:

Enclosed are the following:

- 1) Original recorded Special Warranty Deed from Jerome and Ester Ansel to Town of Longboat Key;
- 2) Original recorded Special Warranty Deed from Jerome Ansel to Town of Longboat Key; and
- 3) Original Owner's Title Insurance Policy issued by Attorneys' Title Insurance Fund.

Sincerely,



F. THOMAS HOPKINS, III

FTH:lw
Enclosures

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Effective Date of policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which The Fund may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By *Charles J. Kovaleski*

Charles J. Kovaleski

President

S E R I A L

OPM- 670869

regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless The Fund shall be prejudiced by such failure, and then only to the extent of such prejudice.

(c) The Fund shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding to recover the cost which in its opinion may be incurred.

FUND OWNER'S FORM

SCHEDULE A

Policy No.: OPM-670869

Effective Date: July 10, 1992,
at 4:21 P.M.

File Reference: 7531-773

Amount of Insurance:

\$1,720,000.00

1. Name of Insured: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION
2. The estate or interest in the land described herein and which is covered by this policy or guarantee is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instruments recorded in Official Records Book 1385, Pages 3581 through 3587, of the Public Records of Manatee County, Florida.
3. The land referred to in this policy or guarantee is described as follows:

SEE ATTACHED EXHIBIT "A".

ISSUED BY:

ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
2033 Main St., Ste. 600
Sarasota, Florida 34237

By: 
F. Thomas Hopkins, III,
Attorney Member

Member No.: 1123

SCHEDULE B

Policy No.: OPM-670869

This policy or guarantee does not insure against loss or damage by reason of the following exceptions:

1. Real estate taxes for 1992.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. The policy will not insure title to any portion of the property consisting of submerged lands or to any portion of the property lying below the mean high water line.
5. The policy will not insure title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.
6. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.

NOTE: 1991 real estate taxes have been paid. Tax information is as follows (all for west 400 feet of platted lots indicated, lots 17 through 21 coinciding with lots 1 through 5 of Ansel Subdivision):

Lots 17 and 18, 79906.1005/2, 1991 gross
\$4,883.11.

Lots 19 and 20, 79906.0005/3, 1991 gross
\$4,883.11.

Lot 21, 79912.0005/1, 1991 gross \$2,441.55.

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

payments under this policy, except payments for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made out producing this policy for endorsement of such amount unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of The Fund.

••••• Noncumulative

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.
(b) Any law, ordinance or governmental regulation relating to environmental protection.
(c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land, or any parcel of which the land is or was a part.
(d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Effective Date of policy in those records in which under state statutes, deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Effective Date of policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to The Fund and not shown by the public records but known to the insured claimant either at Effective Date of policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to The Fund prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Effective Date of policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

Conditions and Stipulations

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Effective Date of policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions — Notice of Claim To Be Given by an Insured Claimant

(a) The Fund, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify The Fund promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to The Fund, then as to such insured all liability of The Fund shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless The Fund shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Fund shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as

insured, and The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever The Fund shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, The Fund may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to The Fund the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of such insured for such purpose. Whenever requested by The Fund, such insured shall give The Fund all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and The Fund shall reimburse such insured for any expense so incurred.

4. Notice of Loss — Limitation of Action

In addition to the notices required under paragraph 3 (b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed The Fund is liable under this policy shall be furnished to The Fund within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of The Fund under this policy as to such loss or damage.

5. Options To Pay or Otherwise Settle Claims

The Fund shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of The Fund hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by The Fund.

6. Determination and Payment of Loss

(a) The liability of The Fund under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Fund will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by The Fund for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of The Fund.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if The Fund, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of The Fund.

CONDITIONS AND STIPULATIONS (continued)

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of The Fund.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Fund shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Effective Date of policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Effective Date of policy, unless a liability or value has otherwise been agreed upon as to each such parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever The Fund shall have settled a claim under this

policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant. The Fund shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by The Fund, such insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit The Fund to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, The Fund shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to The Fund by reason of the impairment of the right of subrogation.

12. Liability Limited to This Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, or agent of The Fund.

13. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall be addressed to its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

About your policy . . .

This policy provides valuable title protection. You should keep it in a safe place where it will be readily available for future reference. There is no recurring premium.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



Offices at 5955 T.G. Lee Boulevard
Orlando, Florida 32822

ABEL, BAND, RUSSELL, COLLIER, PITCHFORD & GORDON
CHARTERED

ANTHONY J. ABATE
DAVID S. BAND
KATHRYN ANGELL CARR*
STEVEN J. CHASE**
RONALD L. COLLIER
SCOTT W. DUNLAP*
CHERYL L. GORDON
MALCOLM J. PITCHFORD*
JEFFREY S. RUSSELL*

HARVEY J. ABEL
OF COUNSEL

GREGORY S. BAND
JAMES D. GIBSON
JOHN M. HAMENT
MARK D. HILDRETH
DANIEL H. KUNKEL
CHRISTINE EDWARDS LAMIA
MARK W. MCFALL
MICHAEL M. METZ
JOHN A. MORAN
MICHAEL S. TAAFFE

ATTORNEYS AND COUNSELORS AT LAW

BARNETT BANK CENTER
240 SOUTH PINEAPPLE AVENUE
P.O. BOX 49948
SARASOTA, FLORIDA 34230-6948

WATS (FROM TAMPA) 645-7105
PHONE (813) 366-6660
FAX (813) 366-3999

SUN BANK FINANCIAL CENTER
12730 NEW BRITTANY BOULEVARD, SUITE 409
FORT MYERS, FLORIDA 33907

PHONE (813) 277-0666
FAX (813) 275-1179

September 1, 1992

ADDITIONAL JURISDICTIONS

DAVID S. BAND-WASH. DC & MD
RONALD L. COLLIER-PA & NJ
ANTHONY J. ABATE-IL
STEVEN J. CHASE-GA
MICHAEL S. TAAFFE-NJ & NY
MARK W. MCFALL-TX
JOHN M. HAMENT-MD

* Board Certified Real Estate Lawyer
** Board Certified Civil Trial Lawyer

Please refer to our file number:
3462-5, 3462-6

Writer's direct line:
364-2709

Reply To:
Sarasota

F. Thomas Hopkins, III, Esquire
Icard, Merrill, Cullis, Timm,
Furen & Ginsburg
2033 Main Street, Suite 600
P.O. Drawer 4195
Sarasota, Florida 34230

Re: Town of Longboat Key purchase of property from Jerome V.
Ansel and Ester Ansel

Dear Tom:

In accordance with the above-referenced transaction, please issue the final title policy. Additionally, please issue the final title policy for Longboat Key purchase of Sister Keys from Herbert P. Field and Intermarketing Corporation.

Should you have any questions or wish any further information regarding this matter, please do not hesitate to contact me.

Very truly yours,

ABEL, BAND, RUSSELL, COLLIER,
PITCHFORD & GORDON, CHARTERED

By: 
Kathryn Angell Carr

Enclosure

(KAC\TLS28\3462-6\th.ltr)

✓ cc: David P. Persson, Esquire

ABEL, BAND, RUSSELL, COLLIER, PITCHFORD & GORDON
CHARTERED

RECEIVED
7/17/92

ANTHONY J. ABATE
DAVID S. BAND
KATHRYN ANGELL CARR*
STEVEN J. CHASE**
RONALD L. COLLIER
SCOTT W. DUNLAP*
CHERYL L. GORDON
MALCOLM J. PITCHFORD*
JEFFREY S. RUSSELL*

HARVEY J. ABEL
OF COUNSEL

GREGORY S. BAND
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DANIEL H. KUNKEL
CHRISTINE EDWARDS LAMIA
MARK W. MCFALL
JOHN A. MORAN
ALAN M. ORAVEC
MICHAEL S. TAAFFE
DAVID A. TEPPER
JAN L. WALTERS*

ATTORNEYS AND COUNSELORS AT LAW

Mailing Address: P.O. Box 49948

Sarasota, Florida 34230-6948

WATS (from Tampa) 645-7105

FAX (813) 366-3999

Phone (813) 366-6660

364-2709

Writer's direct line:

July 15, 1992

ADDITIONAL JURISDICTIONS

DAVID S. BAND-WASH. DC & MD
RONALD L. COLLIER-PA & NJ
ANTHONY J. ABATE-IL
STEVEN J. CHASE-GA
MICHAEL S. TAAFFE-NJ & NY
MARK W. MCFALL-TX

* Board Certified Real Estate Lawyer
** Board Certified Civil Trial Lawyer
+ LIC. in MD. Only

STREET ADDRESS:

BARNETT BANK CENTER
240 SOUTH PINEAPPLE AVENUE
SARASOTA, FLORIDA 34236

Please refer to our file number:

3462-6

David P. Persson, Esquire
Davis, Persson, Smith & Darnell
2033 Main Street, Suite 406
Sarasota, Florida 34237

Re: Town of Longboat Key purchase of property from Jerome V.
Ansel and Ester Ansel

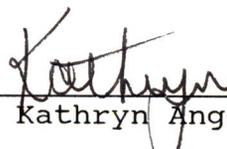
Dear Dave:

Enclosed herewith please find a closing package in connection
with the above-referenced transaction.

Should you have any questions or wish any further information
regarding this matter, please do not hesitate to contact me.

Very truly yours,

ABEL, BAND, RUSSELL, COLLIER,
PITCHFORD & GORDON, CHARTERED

By: 
Kathryn Angell Carr

Enclosure

(KAC\TLS28\3462-6\dp1.ltr)

PURCHASER'S AND DONEE'S CLOSING STATEMENT

SELLER AND DONOR: JEROME V. ANSEL and ESTER ANSEL
 PURCHASER AND DONEE: TOWN OF LONGBOAT KEY, FLORIDA
 PROPERTY: Lots 1 through 5, ANSEL SUBDIVISION
 Manatee County, Florida
 SETTLEMENT DATE: July 10, 1992

	CHARGES	CREDITS
Total Estimated Fair Market Value	\$ 1,720,000.00	
Donated Value		520,000.00
1992 Real Estate Tax Proration 1/1/92 to 7/10/92		\$ 6,147.91
CASH DUE FROM PURCHASER AND DONEE		1,193,852.09
	<hr/>	<hr/>
TOTALS	\$ 1,720,000.00	\$ 1,720,000.00

NOTE: The Purchaser/Donee confirms that the cash payment paid by the Purchaser/Donee does not reflect the total fair market value of the Property and that the Seller/Donor has made a contribution to the Town of Longboat Key equal to the difference between the cash payment and the fair market value of the Property.

TOWN OF LONGBOAT KEY, FLORIDA

By: _____

COMMITMENT

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Commitment To Insure Title

ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A; subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by The Fund, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of The Fund.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By *Charles J. Kovaleski*

Charles J. Kovaleski

President

By: *F. Thomas Hopkins, III*
F. Thomas Hopkins, III,
Attorney Member

S E R I A L

C- 1675121

*COMMITMENT
to
INSURE TITLE*

**Attorneys'
Title Insurance Fund,
Inc.**

ORLANDO, FLORIDA



Offices at 5955 T.G. Lee Boulevard
Orlando, Florida 32822

FUND COMMITMENT FORM

SCHEDULE A

Commitment No.: C-1675121

Effective Date: June 18, 1992

File Reference: 7531-773 (Ansel
Comm. Tract)

1. Policy or Policies or Guarantee to be issued:

OWNER:

Proposed Insured: TOWN OF LONGBOAT KEY, FLORIDA, A
MUNICIPAL CORPORATION

Proposed Amount of Insurance: \$1,720,000.00

2. The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify same) and title thereto is at the effective date hereof vested in:

As to lots 1 and 2 of Ansel Subdivision, in Jerome V. Ansel and Ester Ansel, as Trustees of Ansel Productions Inc. Employee Benefit Plan.

As to lots 3 through 5 of Ansel Subdivision, in Jerome V. Ansel.

3. The land referred to in this commitment is described as follows:

See Attached Exhibit A

ISSUED BY:
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
2033 Main St., Ste. 600
Sarasota, Florida 34237

By: 
F. Thomas Hopkins, III,
Attorney Member

Member No. 1123

SCHEDULE B

Commitment No.: C-1675121

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - a. As to lots 1 and 2 of Ansel Subdivision, deed from Jerome V. Ansel and Ester Ansel, as trustees of Ansel Productions Inc. Employee Benefit Plan, to Jerome V. Ansel as to an undivided 72.59 percent interest and Ester Ansel as to an undivided 27.41 percent interest, as tenants in common.
 - b. As to lots 1 and 2 described above, warranty deed from the grantees described above to the proposed insured.
 - c. As to lots 3 through 5 of Ansel Subdivision, warranty deed from Jerome V. Ansel to the proposed insured.
3. Furnish affidavit of no liens and of exclusive possession in form acceptable to the title agent.
4. Record power of attorney from Ester Ansel to Jerome V. Ansel.

II. Schedule B of the policy or policies or guarantee to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Real estate taxes for 1992.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. The policy will not insure title to any portion of the property consisting of submerged or artificially filled

in lands or to any portion of the property lying below the mean high water line.

6. The policy will not insure title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.
7. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.

NOTE: 1991 real estate taxes have been paid. Tax information is as follows (all for west 400 feet of platted lots indicated, lots 17 through 21 coinciding with lots 1 through 5 of Ansel Subdivision):

Lots 17 and 18, 79906.1005/2, 1991 gross
\$5,041.60.

Lots 19 and 20, 79906.0005/3, 1991 gross
\$5,041.60.

Lot 21, 79912.0005/1, 1991 gross \$2,526.80.

ANSEL.COM

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with that certain 10 foot wide, non-exclusive and perpetual pedestrian access easement in favor of the above-referenced property that was reserved in that certain Trustee's Deed from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

COMMITMENT

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Commitment To Insure Title

ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A; subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by The Fund, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of The Fund.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By *Charles J. Kovaleski*

Charles J. Kovaleski
President

S E R I A L

C- 1675121

*COMMITMENT
to
INSURE TITLE*

**Attorneys'
Title Insurance Fund,
Inc.**

ORLANDO, FLORIDA



Offices at 5955 T.G. Lee Boulevard
Orlando, Florida 32822

Standard Exceptions

The owner policy will be subject to the mortgage, if any, noted under item two of Section I of Schedule B hereof. All policies will be subject to the following exceptions: (1) taxes for the year of the effective date of this Commitment and taxes or special assessments which are not shown as existing liens by the public records; (2) rights or claims of parties in possession not shown by the public records; (3) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises; (4) easements, or claims of easements, not shown by the public records; (5) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to The Fund in writing, The Fund shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent The Fund is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to The Fund, or if The Fund otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, The Fund at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve The Fund from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of The Fund under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against The Fund arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

**CONTRACT OF SALE AND PURCHASE
AND GIFT AND DONATION**

This Contract of Sale and Purchase and Gift and Donation is made and entered into on the Effective Date hereof by and between JEROME V. ANSEL as to an undivided 72.59 percent interest and ESTER ANSEL as to an undivided 27.41 percent interest, as tenants in common and not as tenants by the entirety or as joint tenants with rights of survivorship, (hereinafter referred to as "Seller") and the Town of Longboat Key, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "Town").

R E C I T A L S:

A. Seller is the owner of certain real property located in the Town of Longboat Key, Manatee County, Florida, that is more particularly described in Exhibit "A" attached hereto, initialled by the parties, and incorporated herein by reference (hereinafter referred to as the "Property").

B. The Town desires to acquire the Property but does not have adequate or sufficient funds to purchase the Property from Seller for its fair market value and has requested Seller to make a substantial gift and donation to the Town, the gift and donation to consist of the entire fair market value of the Property in excess of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) U.S.

C. Seller has agreed to give and donate all of the fair market value of the Property in excess of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) U.S. to the Town and to transfer and convey the Property to the Town upon receipt of the sum of One

Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. in cash.

D. The parties desire to set forth the terms, conditions, and provisions of their agreement in writing.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual and reciprocal promises herein set forth and Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. Seller agrees, at the closing, to give and donate to the Town all of the fair market value of the Property in excess of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. and to transfer and convey the Property to the Town upon receipt from the Town of the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. in cash.

2. The Town agrees to pay Seller the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. in cash concurrently with the conveyance of the Property to the Town.

3. At the closing, Seller shall transfer and convey the Property to the Town by a Special Warranty Deed free and clear of all mortgages and liens and subject only to the exceptions and matters set forth in Exhibit "B" attached hereto, initialled by the parties, and incorporated herein by reference (hereinafter referred to as the "Permitted Exceptions") and the Town shall pay to Seller the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. subject to the adjustment for the prorations provided for

herein. Notwithstanding the foregoing, Seller does not and will not warrant title to any portion of the Property consisting of submerged or artificially filled in lands or to any portion of the Property lying below the mean high water line and the Special Warranty Deed will contain a disclaimer to this effect.

4. Within ten (10) days after the effective date of this Contract, Seller shall cause to be prepared and delivered to the Town a commitment for a policy of owners' title insurance (hereinafter referred to as the "Title Evidence") covering the Property. The Title Evidence shall be written by or for an insurer or a member of a insuring organization doing business in Sarasota, County, Florida and shall have an effective date subsequent to the date of this Contract and shall bind the insurer to deliver to the Town following closing and delivery of the deed of conveyance a marketability policy of owners' title insurance which shall insure the Town's title to the Property in an amount equal to One Million Seven Hundred and Twenty Thousand Dollars (\$1,720,000.00) U.S. The Title Evidence shall show that Seller is vested with and can convey to the Town good, marketable and fee simple title to the Property free and clear of all liens, encumbrances and exceptions other than Standard ALTA Exceptions and the Permitted Exceptions.

The Town shall have a period of five (5) days after receipt of the Title Evidence within which to cause the same to be examined and to notify Seller of any objections to or defects in the title. If no objections or defects are shown, other than the Standard ALTA Exceptions and the Permitted Exceptions and those defects or

objections which can and shall be discharged by Seller at or before the closing, or, if the Town shall fail to notify Seller in writing of any other objections or defects within such five (5) day period, then, Seller's title shall be deemed to be good and marketable and the Town shall be obligated to close the transaction at the time and place and in the manner herein specified. If any liens or encumbrances, defects, or objections other than the Standard ALTA Exceptions, the Permitted Exceptions, or those which can and shall be discharged by Seller at or before closing are shown by the Title Evidence, then Seller, upon written notification thereof within such five (5) day period, shall use reasonable diligence to remove, discharge, or correct such liens, encumbrances, defects, or objections and shall have a period of ninety (90) days after receipt of such notice thereof in which to do so, and in connection therewith, Seller shall have the right, but not the obligation, to file suit or pay any sums of money necessary to cure such defects or objections. Seller shall, subject to such limitations, also correct any title defects or objections, other than the Standard ALTA Exceptions, the Permitted Exceptions, or those which can and shall be discharged by Seller at or before closing, which may have arisen in the interim time period between issuance of the Title Evidence and closing which are not the result of any act or omission on the part of the Town, its agents and representatives, or employees. If Seller shall be unable to make the title good and marketable or to remove or discharge such other liens, encumbrances, defects, or objections, within such ninety (90) day

period, then the Town may, at its option, either terminate this Contract or accept a conveyance of title in its then existing condition without any diminution of the amount to be paid to Seller. If the Town shall elect to terminate this Contract because of such refusal or inability of Seller to cure or correct the title to the property, then thereafter neither Seller nor the Town shall have any further rights, obligations, or liability hereunder.

5. Time is expressly declared to be of the essence of this Contract. The closing of the transaction of sale and purchase and the gift and donation contemplated by this Contract shall be held at the offices of Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., 2033 Main Street, Suite 600, Sarasota, Florida at 10:00 o'clock a.m. on July 10, 1992. At the closing Seller shall transfer and convey the Property to the Town by a Special Warranty Deed as herein provided and the Town shall pay to Seller the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. subject to the prorations hereinafter set forth. Each party shall also execute and deliver to the other party all other documents and instruments reasonably required to close the transaction of sale and purchase and gift and donation contemplated by this Contract. The possession of the Property shall be delivered to the Town on the date of the closing.

6. The cost of any Florida documentary tax stamps on the Special Warranty Deed shall be paid by Seller. Seller shall also pay the recording fees for the Special Warranty Deed and the title insurance premium. Taxes for the calendar year 1992 shall be

prorated as of the date of closing. Seller shall not have any liability or obligation for any special assessments, taxes or lien(s) thereof that may be imposed against the Property as a result of the Town's proposed "beach renourishment or beach restoration program" or similar program and the title to the Property shall be transferred and conveyed to the Town subject to all such assessments and liens, if any, without any proration of them.

7. The deed of conveyance shall contain a perpetual covenant and restriction running with the title to the Property that will restrict the use of the Property to all valid Town or municipal purposes and uses so long as it is owned by the Town.

8. A survey may be obtained at Town's expense. Said survey shall locate all improvements on the premises together with any easements, rights-of-way, encroachments or overlaps, and shall be certified to Town, and the title insurer. If the survey shows any encroachments on the property or that improvements located on the property encroach on other lands, or gaps, overlaps, violation of deed restrictions, or zoning regulations, these defects shall be deemed a title defect and treated as provided in Paragraph 4 hereof. If any part of the property lies seaward of the coastal construction control line as defined in Section 161.053 F.S., Town waives its right under Section 161.57 F.S. to receive an affidavit or survey from Seller delineating the location of the line on the property.

9. Town has the right to inspect the property prior to closing upon reasonable notice to Seller. Town shall have the option to terminate this Contract if the property is not in substantially the same condition as it was as the date of Contract or is contaminated by hazardous waste or Town may accept the property in "as is" condition.

10. Seller warrants and represents that if there are brokers or real estate agents involved in this matter Seller shall indemnify the Town for a broker's commission which commission is the sole responsibility of the Seller. This warranty shall survive the deed.

11. At the closing, the Seller shall furnish the Town with an affidavit either that there have been no improvements made to the property during the ninety (90) days immediately preceding the date of closing or, if there have been any such improvements, that all Leinors in connection with said improvements have been paid in full and which shall contain such other representations as are necessary to delete the standard exceptions for parties in possession and mechanic's liens, from the title policy.

12. All notices or other communications required or allowed by this Contract shall be delivered in person, or, sent by certified mail, return receipt requested, postage prepaid, or, by overnight courier service, addressed to the party or person to whom the notice is being given at the following addresses:

To Seller:

Jerome V. Ansel and Ester Ansel
Box 794, 11 Lee Avenue
East Hampton, NY 11937

with a copy to:

Michael J. Furen, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

To Town:

Attn: Albert T. Cox, Jr.
Town Manager
Longboat Key Town Hall
595 Bay Isles Road
Longboat Key, Florida 34228

with a copy to:

David P. Persson, Esq.
Davis, Persson & Smith
2033 Main Street, Suite 406
Sarasota, FL 34237

Such notice or communication shall be deemed to be effective upon mailing or delivery to the courier service.

13. If the Town fails or refuses to perform its obligations hereunder, Seller may enforce this Contract by an action for specific performance. If Seller defaults hereunder, the Town may pursue an action to compel specific performance of this Contract.

14. Neither this Contract nor the rights of the Town hereunder shall be assignable by the Town. Except as provided above, this Contract shall inure to the benefit of and bind the

parties hereto and their heirs, personal representatives, successors and assigns.

15. No modification or waiver of any term or provision of this Contract shall be valid or binding unless such modification or waiver is in writing, duly dated and signed by both parties. This Contract constitutes the entire agreement between the parties with respect to the Property. Time is of the essence of this Contract. Neither party shall be bound by any terms, conditions, statements, representations oral or written, not contained herein. Each party hereby acknowledges that in executing this Contract he or it has not been induced, persuaded, or motivated by any promise or representation made by the other party unless expressly set forth herein. All previous negotiations, statements and preliminary discussions by the parties or their representatives are merged in this Contract.

16. The effective date of this Contract shall be the date on which the last of the parties to be bound hereby, i.e., Seller or the Town, executes this Contract. Unless this Contract is executed by both parties on or before July 10, 1992, this Contract shall not be effective and shall be void and of no force or effect.

17. Notwithstanding anything herein contained or implied to the contrary:

A. In accordance with Section 166.045, Florida Statutes and/or applicable provisions of the Town Code,

this Contract is contingent upon the approval of the Town Commission of the Town of Longboat Key, which approval can only be granted at a public hearing. ~~to be held after thirty (30) days public notice~~ Neither Seller nor the Town will be under any obligation to close the transaction contemplated by this Contract unless this Contract is approved at the public hearing by the Town Commission.

B. This Contract is also contingent upon compliance with remaining requirements of Section 166.045, Florida Statutes ***

18. In case any action is brought by either party to enforce this Contract or any provision thereof, or to recover damages for the breach thereof, the successful party in such action shall be entitled to recover reasonable attorneys' fees in addition to ordinary taxable costs of the action.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth above their respective signatures.

Signed, sealed and delivered in the presence of:

David Deamond
Michael J. [Signature]

David Deamond
Michael J. [Signature]
As to Seller

Executed by Seller on July 6, 1992

[Signature]
Jerome V. Ansel

(SEAL)

[Signature]
Ester Ansel

(SEAL)

***and/or the Town Code.

Executed by Town on: _____, 1992

As to Town

TOWN OF LONGBOAT KEY, FLORIDA

Attest:

BY: _____
Mayor

Town Clerk

Approved as to Form:

BY: _____
Town Attorney

EXHIBIT A

The westerly 400 feet of those portions of lots 17 and ²¹~~19~~ of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per Plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with that certain 10 foot wide, non-exclusive and perpetual pedestrian access easement in favor of the above referenced property that was reserved in that certain Trustee's Deed from the Grantors to the Town of Longboat Key dated May 4, 1990 and recorded in Official Records Book 196, Pages 11235 et seq., Public Records of Manatee County, Florida. ¹¹³⁹

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979 and recorded June 1, 1979 in Official Records Book 948, Pages 1268 et seq., Public Records of Manatee County, Florida.

EXHIBIT B. TO CONTRACT OF SALE
AND PURCHASE

PERMITTED EXCEPTIONS

1. Taxes and assessments for 1992 and subsequent years.
2. All easements, restrictions, reservations, and limitations of record.
3. All governmental laws, statutes, ordinances, rules, regulations, resolutions and codes.
4. The Grantor does not warrant title to any portion of the Property consisting of submerged or artificially filled in lands or to any portion of the Property lying below the mean high water line.
5. Standard ALTA Exceptions, provided however, the Standard Exceptions for mechanic's liens and rights of persons in possession shall be eliminated at the closing.

CERTIFICATE OF NON-FOREIGN STATUS
(Individual Transferor)

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. Seller is also required by law to provide the closing agent a taxpayer identification number. If the Seller does not provide the closing agent with the correct taxpayer identification number, civil or criminal penalties may be imposed by law. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, and to provide the required information to the closing agent, the undersigned hereby certifies the following:

1. That I and Ester Ansel are collectively the owners of the following described property, to wit:

See Attached Exhibit A

2. That neither owner is a non-resident alien for purposes of U.S. income taxation;

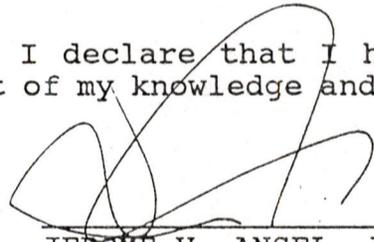
3. That my U.S. taxpayer identification number (social security number) is _____; that Ester Ansel's social security number is 071-34-0064.

4. That my home address is 2499 W. Glades Rd., Ste. 102,
Boca Raton, FL 34228

5. That this certification is made for the benefit of ICARD, MERRILL, CULLIS, TIMM, FUREN & GINSBURG, P.A. as closing agent and for the purpose of inducing THE TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION, to acquire the above-mentioned property from the owners pursuant to that Agreement dated July 6, 1992.

6. I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and closing agent and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.



JEROME V. ANSEL, INDIVIDUALLY
AND AS ATTORNEY IN FACT FOR
ESTER ANSEL

Dated: July 10, 1992

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10TH day of JULY, 1992, by JEROME V. ANSEL, who is personally known to me or who has produced N/A as identification and who did not take an oath, and who signed this certificate both individually and as attorney in fact for and on behalf of ESTER ANSEL.

F.T. Hopkins
F.T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

ANSEL.LGL

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned notary public, personally appeared JEROME V. ANSEL, who being first duly sworn as required by law, deposes and says:

1. He has personal knowledge of all matters set forth in this Affidavit.

2. Jerome V. Ansel and Ester Ansel ("Owner) collectively are the owners of the fee simple title to the following described property ("Property"):

See Attached Exhibit A

3. The Property is free and clear of all liens, encumbrances and claims of every nature, except for the lien of real estate taxes for this current year and except for the following matters:

Those exceptions referred to in deeds being executed and delivered by Owner incident to the sale necessitating this affidavit.

4. The Owner's title to and possession and enjoyment of the Property have been open, notorious, peaceable, exclusive and undisturbed except as otherwise set forth herein.

5. Neither the Owner's title to nor possession of the Property have ever been disputed or questioned nor is the Owner aware of any facts by reason of which the title to, or possession of, the Property or any part of it might be disputed or questioned or by reason of which any claim to the property or any portion of it might be adversely asserted except as otherwise set forth herein.

6. No person or entity other than the Owner claims or is presently entitled to the right to possession or is in possession of the Property and there are no tenancies, leases or other occupancies that affect the Property except as otherwise set forth herein.

7. To the best of his knowledge, there are no encroachments, overlaps, or disputes concerning the location of the boundary lines of the Property.

8. Except as otherwise here stated, there are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it.

9. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any portion of the property.

10. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the public records of the county where the Property is located or any other county in Florida or pending against the Owner in the courts of Florida or in any other courts unless otherwise set forth herein.

11. No improvements or repairs have been made to the Property during the 90 day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers

incurred in connection with the Property unless otherwise expressly set forth herein.

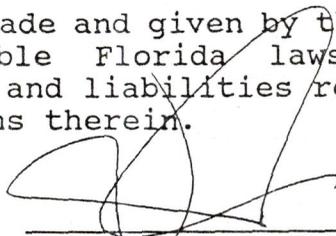
12. To the best of his knowledge, there are no easements or claims of easements affecting the Property.

13. Subsequent to the effective date of any title commitment or opinion issued in connection with the closing necessitating this Affidavit, the undersigned individually (and as the authorized agent of the Owner if not the Owner) hereby agrees and represents that the undersigned and the Owner will not execute any instrument, or do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner except for the execution of any mortgage or other instrument required or expressly contemplated by the commitment or opinion.

14. No notice of commencement has been recorded affecting the property.

15. This Affidavit is made to induce THE TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION, to purchase the Property, and to induce ATTORNEYS' TITLE INSURANCE FUND, INC. to issue a title insurance policy covering the Property.

16. This Affidavit is made and given by the undersigned with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and representations therein.



JEROME V. ANSEL

Sworn to and subscribed before me this 10TH day of July, 1993.



Printed Name: F.T. HOPKINS
Notary Public
My Commission Expires: 11-9-93

Personally known X OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

ANSEL.LGL

FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN FLORIDA REAL PROPERTY

DR-219
R. 11/91

XXX

PARCEL IDENTIFICATION NO.

79906.0005/3

and 79912.0005/1

IS THIS TRANSACTION A SPLIT OR CUTOUT? YES

IS THIS A MULTI-PARCEL TRANSACTION? YES

1. Grantor (Seller): Jerome V. Ansel a/k/a Jerome Ansel
Individual / Agent Name Corporate Name (if applicable)
2499 W. Glades Rd., Ste. 102, Boca Raton, Florida, 33431
Mailing Address City State Zip Code Phone No.

2. Grantee (Buyer): Town of Longboat Key, Florida, a municipal corporation
Individual / Agent Name Corporate Name (if applicable)
501 Bay Isles Road, Longboat Key, Florida, 34228
Mailing Address City State Zip Code Phone No.

3. SALE PRICE

DOLLARS				CENTS			
		7	2	0	0	0	0

 DATE OF SALE

MONTH	DAY	YEAR

4. TYPE OF DOCUMENT: WD QCD CORR DEED OTHER

5. PROPERTY LOCATED IN Manatee COUNTY, FLORIDA (Use codes on reverse) 51

6. To the best of your knowledge, were there unusual circumstances or conditions to the sale such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Mineral rights? Sale under duress? Sale of a partial or undivided interest? Related to seller by blood, marriage or business relationship. YES

7. Was the sale financed? YES If "Yes", please indicate type or types of mortgage:
CONVENTIONAL SELLER PROVIDED CONTRACT FOR DEED OTHER

8. To the best of your knowledge, was personal property included in the sale? YES If "yes", please state the amount attributable to the personal property

DOLLARS				CENTS			

9. Amount of Documentary Stamps affixed to document

DOLLARS				CENTS			
		4	3	2	0	0	0

I hereby certify that this return has been examined by me and to the best of my knowledge and belief is a true and complete return.

[Signature] Signature of Grantor, Grantee or Grantee's Agent July 10, 1992 Date

* WARNING: FAILURE TO FILE THIS RETURN SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAWS OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office

FILE NUMBER

--	--	--	--	--	--	--	--

 or O.R. BOOK

--	--	--	--

 PAGE

--	--	--

CLERK'S DATE STAMP _____ DATE RECORDED

MONTH	DAY	YEAR

SEND WHITE COPY TO LOCAL DEPARTMENT OF REVENUE OFFICE - SEND CANARY COPY TO PROPERTY APPRAISER

FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN FLORIDA REAL PROPERTY

XXX

PARCEL IDENTIFICATION NO.

79906.1005/2

IS THIS TRANSACTION A SPLIT OR CUTOUT? YES

IS THIS A MULTI-PARCEL TRANSACTION? YES

Jerome V. Ansel a/k/a Jerome Ansel, as to an undivided 72.59% interest, & Ester Ansel, as to an undivided 27.41% interest

1. Grantor (Seller): Individual / Agent Name Corporate Name (if applicable)
2499 West Glades Road, Suite 102, Boca Raton, Florida, 33431
Mailing Address City State Zip Code Phone No.

2. Grantee (Buyer): Individual / Agent Name Corporate Name (if applicable)
Town of Longboat Key, Florida, a municipal corporation
501 Bay Isles Road, Longboat Key, Florida, 34228
Mailing Address City State Zip Code Phone No.

3. SALE PRICE: DOLLARS 480000 CENTS 0000 DATE OF SALE: MONTH DAY YEAR

4. TYPE OF DOCUMENT: Special WD QCD CORR DEED OTHER

5. PROPERTY LOCATED IN Manatee COUNTY, FLORIDA (Use codes on reverse) 51

6. To the best of your knowledge, were there unusual circumstances or conditions to the sale such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Mineral rights? Sale under duress? Sale of a partial or undivided interest? Related to seller by blood, marriage or business relationship. YES

7. Was the sale financed? YES If "Yes", please indicate type or types of mortgage:
CONVENTIONAL SELLER PROVIDED CONTRACT FOR DEED OTHER

8. To the best of your knowledge, was personal property included in the sale? YES If "yes", please state the amount attributable to the personal property

9. Amount of Documentary Stamps affixed to document 288000

I hereby certify that this return has been examined by me and to the best of my knowledge and belief is a true and complete return.

[Handwritten Signature]

Signature of Grantor, Grantee or Grantee's Agent

July 10, 1992
Date

WARNING: FAILURE TO FILE THIS RETURN SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAWS OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office

FILE NUMBER [] or O.R. BOOK [] PAGE []

CLERK'S DATE STAMP DATE RECORDED MONTH DAY YEAR

SEND WHITE COPY TO LOCAL DEPARTMENT OF REVENUE OFFICE - SEND CANARY COPY TO PROPERTY APPRAISER

This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
P.O. Drawer 4195
Sarasota, Florida 34230
(813) 366-8100

SPECIAL WARRANTY DEED

GRANTOR: JEROME V. ANSEL, ALSO KNOWN AS JEROME ANSEL

GRANTEE: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION

Grantee's Post Office Address: 501 Bay Isles Road
Longboat Key, Florida 34228

Property Appraiser's Parcel ID No.: 79906.0005/3 & 79912.0005/1

Grantor, for and in consideration of the sum of \$1.00, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, to-wit:

See Attached Exhibit A

This conveyance is subject to the following:

1. Real estate taxes for 1992.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. The Grantor does not warrant title to any portion of the property consisting of submerged or artificially filled in lands or to any portion of the property lying below the mean high water line.
5. The Grantor does not warrant title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.
6. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.
7. All governmental laws, statutes, ordinances, rules, regulations, resolutions and codes.

Grantor covenants that the herein-described property is vacant land not the homestead of Grantor.

Grantor hereby imposes a perpetual covenant and restriction

running with the land restricting the use of the property to such uses as Grantee is authorized to make of land which it owns by the Constitution of the State of Florida, the statutes of Florida, and the Town of Longboat Key Code. This restriction shall terminate upon the conveyance of the property by Grantee. This restriction is enforceable by Grantor and Grantor's successors and assigns. In the event of the institution of proceedings for specific performance of the covenant and restriction, upon a finding by a court of competent jurisdiction that a violation of the covenant and restriction has occurred, the prevailing party shall be entitled to receive, and there shall be included in any judgment relative thereto, the obligation of the party violating the restriction or covenant to pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the enforcing party as a result of such violation. By acceptance of this deed, Grantee agrees to the provisions of this paragraph.

And the Grantor does hereby covenant with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DATED: July 10, 1992.

Witnesses:

F.T. Hopkins
Witness #1 Signature

F.T. HOPKINS
Print Witness #1 Name

Michael J. Furey
Witness #2 Signature

Michael J. Furey
Print Witness #2 Name

[Signature]
JEROME V. ANSEL

Address of Grantor:

2499 W. Glades Rd., Ste. 102
Boca Raton, FL 33431

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10TH day of July, 1992, by JEROME V. ANSEL A/K/A JEROME ANSEL, who is personally known to me or who has produced N/A as identification and who did not take an oath.

F.T. Hopkins
F.T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 19 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 3 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
P.O. Drawer 4195
Sarasota, Florida 34230
(813) 366-8100

SPECIAL WARRANTY DEED

GRANTOR: JEROME V. ANSEL, ALSO KNOWN AS JEROME ANSEL, AS TO AN
UNDIVIDED 72.59% INTEREST, AND ESTER ANSEL, AS TO AN
UNDIVIDED 27.41% INTEREST

GRANTEE: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION

Grantee's Post Office Address: 501 Bay Isles Road
Longboat Key, Florida 34228

Property Appraiser's Parcel ID No.: 79906.1005/2

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1. Real estate taxes for 1992.
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3. Easements or claims of easements not shown by the public records.
4. The Grantor does not warrant title to any portion of the property consisting of submerged or artificially filled in lands or to any portion of the property lying below the mean high water line.
5. The Grantor does not warrant title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.
6. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.
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Grantor covenants that the herein-described property is vacant land not the homestead of Grantor.

Grantor hereby imposes a perpetual covenant and restriction running with the land restricting the use of the property to such uses as Grantee is authorized to make of land which it owns by the Constitution of the State of Florida, the statutes of Florida, and the Town of Longboat Key Code. This restriction shall terminate upon the conveyance of the property by Grantee. This restriction is enforceable by Grantor and Grantor's successors and assigns. In the event of the institution of proceedings for specific performance of the covenant and restriction, upon a finding by a court of competent jurisdiction that a violation of the covenant and restriction has occurred, the prevailing party shall be entitled to receive, and there shall be included in any judgment relative thereto, the obligation of the party violating the restriction or covenant to pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the enforcing party as a result of such violation. By acceptance of this deed, Grantee agrees to the provisions of this paragraph.

And the Grantor does hereby covenant with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DATED: July 10, 1992.

Witnesses:

F.T. Hopkins
Witness #1 Signature

F.T. HOPKINS
Print Witness #1 Name

Michael J. Furrow
Witness #2 Signature

Michael J. Furrow
Print Witness #2 Name

(As to Both Signatures)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of July, 1992, by JEROME V. ANSEL A/K/A JEROME ANSEL, who is personally known to me or who has produced N/A as identification and who did not take an oath.

[Signature]
JEROME V. ANSEL
Ester Ansel Atty in Fact
ESTER ANSEL BY JEROME V. ANSEL,
HER ATTORNEY-IN-FACT

Address of Grantor:
2499 W. Glades Rd., Ste. 102
Boca Raton, FL 33431

F.T. Hopkins
F.T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
10TH day of JULY, 1992, by JEROME V. ANSEL AS
ATTORNEY-IN-FACT, who is personally known to me or who has produced
M/A as identification and who did not take
an oath, on behalf of ESTER ANSEL.

F.T. Hopkins
F.T. HOPKINS
Notary Public
State of Florida at Large
My Commission Expires: 11-9-93

F:\FTHC\WPA\ANSEL.SWD

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 and 18 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 and 2 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with those certain 10 foot wide, non-exclusive and perpetual pedestrian access easements in favor of the above-referenced property that were reserved in those certain Trustee's Deeds to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1135, et seq., and Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

CONTRACT OF SALE AND PURCHASE
AND GIFT AND DONATION

This Contract of Sale and Purchase and Gift and Donation is made and entered into on the Effective Date hereof by and between JEROME V. ANSEL as to an undivided 72.59 percent interest and ESTER ANSEL as to an undivided 27.41 percent interest, as tenants in common and not as tenants by the entirety or as joint tenants with rights of survivorship, (hereinafter referred to as "Seller") and the Town of Longboat Key, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "Town").

R E C I T A L S:

A. Seller is the owner of certain real property located in the Town of Longboat Key, Manatee County, Florida, that is more particularly described in Exhibit "A" attached hereto, initialled by the parties, and incorporated herein by reference (hereinafter referred to as the "Property").

B. The Town desires to acquire the Property but does not have adequate or sufficient funds to purchase the Property from Seller for its fair market value and has requested Seller to make a substantial gift and donation to the Town, the gift and donation to consist of the entire fair market value of the Property in excess of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) U.S.

C. Seller has agreed to give and donate all of the fair market value of the Property in excess of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) U.S. to the Town and to transfer and convey the Property to the Town upon receipt of the sum of One

Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. in cash.

D. The parties desire to set forth the terms, conditions, and provisions of their agreement in writing.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual and reciprocal promises herein set forth and Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. Seller agrees, at the closing, to give and donate to the Town all of the fair market value of the Property in excess of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. and to transfer and convey the Property to the Town upon receipt from the Town of the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. in cash.

2. The Town agrees to pay Seller the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. in cash concurrently with the conveyance of the Property to the Town.

3. At the closing, Seller shall transfer and convey the Property to the Town by a Special Warranty Deed free and clear of all mortgages and liens and subject only to the exceptions and matters set forth in Exhibit "B" attached hereto, initialled by the parties, and incorporated herein by reference (hereinafter referred to as the "Permitted Exceptions") and the Town shall pay to Seller the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. subject to the adjustment for the prorations provided for

herein. Notwithstanding the foregoing, Seller does not and will not warrant title to any portion of the Property consisting of submerged or artificially filled in lands or to any portion of the Property lying below the mean high water line and the Special Warranty Deed will contain a disclaimer to this effect.

4. Within ten (10) days after the effective date of this Contract, Seller shall cause to be prepared and delivered to the Town a commitment for a policy of owners' title insurance (hereinafter referred to as the "Title Evidence") covering the Property. The Title Evidence shall be written by or for an insurer or a member of a insuring organization doing business in Sarasota, County, Florida and shall have an effective date subsequent to the date of this Contract and shall bind the insurer to deliver to the Town following closing and delivery of the deed of conveyance a marketability policy of owners' title insurance which shall insure the Town's title to the Property in an amount equal to One Million Seven Hundred and Twenty Thousand Dollars (\$1,720,000.00) U.S. The Title Evidence shall show that Seller is vested with and can convey to the Town good, marketable and fee simple title to the Property free and clear of all liens, encumbrances and exceptions other than Standard ALTA Exceptions and the Permitted Exceptions.

The Town shall have a period of five (5) days after receipt of the Title Evidence within which to cause the same to be examined and to notify Seller of any objections to or defects in the title. If no objections or defects are shown, other than the Standard ALTA Exceptions and the Permitted Exceptions and those defects or

objections which can and shall be discharged by Seller at or before the closing, or, if the Town shall fail to notify Seller in writing of any other objections or defects within such five (5) day period, then, Seller's title shall be deemed to be good and marketable and the Town shall be obligated to close the transaction at the time and place and in the manner herein specified. If any liens or encumbrances, defects, or objections other than the Standard ALTA Exceptions, the Permitted Exceptions, or those which can and shall be discharged by Seller at or before closing are shown by the Title Evidence, then Seller, upon written notification thereof within such five (5) day period, shall use reasonable diligence to remove, discharge, or correct such liens, encumbrances, defects, or objections and shall have a period of ninety (90) days after receipt of such notice thereof in which to do so, and in connection therewith, Seller shall have the right, but not the obligation, to file suit or pay any sums of money necessary to cure such defects or objections. Seller shall, subject to such limitations, also correct any title defects or objections, other than the Standard ALTA Exceptions, the Permitted Exceptions, or those which can and shall be discharged by Seller at or before closing, which may have arisen in the interim time period between issuance of the Title Evidence and closing which are not the result of any act or omission on the part of the Town, its agents and representatives, or employees. If Seller shall be unable to make the title good and marketable or to remove or discharge such other liens, encumbrances, defects, or objections, within such ninety (90) day

period, then the Town may, at its option, either terminate this Contract or accept a conveyance of title in its then existing condition without any diminution of the amount to be paid to Seller. If the Town shall elect to terminate this Contract because of such refusal or inability of Seller to cure or correct the title to the property, then thereafter neither Seller nor the Town shall have any further rights, obligations, or liability hereunder.

5. Time is expressly declared to be of the essence of this Contract. The closing of the transaction of sale and purchase and the gift and donation contemplated by this Contract shall be held at the offices of Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., 2033 Main Street, Suite 600, Sarasota, Florida at 10:00 o'clock a.m. on July 30, 1992. At the closing Seller shall transfer and convey the Property to the Town by a Special Warranty Deed as herein provided and the Town shall pay to Seller the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) U.S. subject to the prorations hereinafter set forth. Each party shall also execute and deliver to the other party all other documents and instruments reasonably required to close the transaction of sale and purchase and gift and donation contemplated by this Contract. The possession of the Property shall be delivered to the Town on the date of the closing.

6. The cost of any Florida documentary tax stamps on the Special Warranty Deed shall be paid by Seller. Seller shall also pay the recording fees for the Special Warranty Deed and the title insurance premium. Taxes for the calendar year 1992 shall be

prorated as of the date of closing. Seller shall not have any liability or obligation for any special assessments, taxes or lien(s) thereof that may be imposed against the Property as a result of the Town's proposed "beach renourishment or beach restoration program" or similar program and the title to the Property shall be transferred and conveyed to the Town subject to all such assessments and liens, if any, without any proration of them.

7. The deed of conveyance shall contain a perpetual covenant and restriction running with the title to the Property that will prohibit the subsequent sale or conveyance of the Property by the Town and restrict the use of the Property to all valid Town or municipal purposes and uses.

8. A survey may be obtained at Town's expense. Said survey shall locate all improvements on the premises together with any easements, rights-of-way, encroachments or overlaps, and shall be certified to Town, and the title insurer. If the survey shows any encroachments on the property or that improvements located on the property encroach on other lands, or gaps, overlaps, violation of deed restrictions, or zoning regulations, these defects shall be deemed a title defect and treated as provided in Paragraph 4 hereof. If any part of the property lies seaward of the coastal construction control line as defined in Section 161.053 F.S., Town waives its right under Section 161.57 F.S. to receive an affidavit or survey from Seller delineating the location of the line on the property.

9. Town has the right to inspect the property prior to closing upon reasonable notice to Seller. Town shall have the option to terminate this Contract if the property is not in substantially the same condition as it was as the date of Contract or is contaminated by hazardous waste or Town may accept the property in "as is" condition.

10. Seller warrants and represents that if there are brokers or real estate agents involved in this matter Seller shall indemnify the Town for a broker's commission which commission is the sole responsibility of the Seller. This warranty shall survive the deed.

11. At the closing, the Seller shall furnish the Town with an affidavit either that there have been no improvements made to the property during the ninety (90) days immediately preceding the date of closing or, if there have been any such improvements, that all Leinors in connection with said improvements have been paid in full and which shall contain such other representations as are necessary to delete the standard exceptions for parties in possession and mechanic's liens, from the title policy.

12. All notices or other communications required or allowed by this Contract shall be delivered in person, or, sent by certified mail, return receipt requested, postage prepaid, or, by overnight courier service, addressed to the party or person to whom the notice is being given at the following addresses:

To Seller:

Jerome V. Ansel and Ester Ansel
Box 794, 11 Lee Avenue
East Hampton, NY 11937

with a copy to:

Michael J. Furen, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

To Town:

Attn: Albert T. Cox, Jr.
Town Manager
Longboat Key Town Hall
595 Bay Isles Road
Longboat Key, Florida 34228

with a copy to:

David P. Persson, Esq.
Davis, Persson & Smith
2033 Main Street, Suite 406
Sarasota, FL 34237

Such notice or communication shall be deemed to be effective upon mailing or delivery to the courier service.

13. If the Town fails or refuses to perform its obligations hereunder, Seller may enforce this Contract by appropriate action, including an action for specific performance or for damages for breach. If Seller ~~intentionally~~ defaults hereunder, the Town may pursue any remedy available to it, in law or in equity, including an action to compel specific performance of this Contract or one for damages for breach.

14. Neither this Contract nor the rights of the Town hereunder shall be assignable by the Town. Except as provided above, this Contract shall inure to the benefit of and bind the

parties hereto and their heirs, personal representatives, successors and assigns.

15. No modification or waiver of any term or provision of this Contract shall be valid or binding unless such modification or waiver is in writing, duly dated and signed by both parties. This Contract constitutes the entire agreement between the parties with respect to the Property. Time is of the essence of this Contract. Neither party shall be bound by any terms, conditions, statements, representations oral or written, not contained herein. Each party hereby acknowledges that in executing this Contract he or it has not been induced, persuaded, or motivated by any promise or representation made by the other party unless expressly set forth herein. All previous negotiations, statements and preliminary discussions by the parties or their representatives are merged in this Contract.

16. The effective date of this Contract shall be the date on which the last of the parties to be bound hereby, i.e., Seller or the Town, executes this Contract. Unless this Contract is executed by both parties on or before July 10, 1992, this Contract shall not be effective and shall be void and of no force or effect.

17. Notwithstanding anything herein contained or implied to the contrary:

A. In accordance with Section 166.045, Florida Statutes,

this Contract is contingent upon the approval of the Town Commission of the Town of Longboat Key, which approval can only be granted at a public hearing. ~~to be held after thirty (30) days public notice~~ Neither Seller nor the Town will be under any obligation to close the transaction contemplated by this Contract unless this Contract is approved at the public hearing by the Town Commission.

B. This Contract is also contingent upon compliance with remaining requirements of Section 166.045, Florida Statutes.

18. In case any action is brought by either party to enforce this Contract or any provision thereof, or to recover damages for the breach thereof, the successful party in such action shall be entitled to recover reasonable attorneys' fees in addition to ordinary taxable costs of the action.

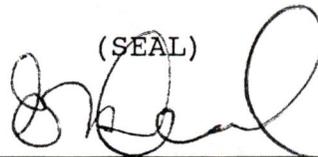
IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth above their respective signatures.

Signed, sealed and delivered
in the presence of:

Executed by Seller on _____, 1992

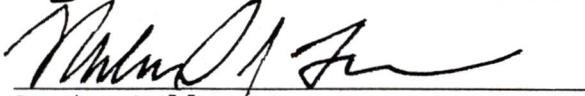
Jerome V. Ansel

(SEAL)



Ester Ansel

(SEAL)



As to Seller

Executed by Town on: _____, 1992

As to Town

TOWN OF LONGBOAT KEY, FLORIDA

Attest:

BY: _____
Mayor

Town Clerk

Approved as to Form:

BY: _____
Town Attorney

EXHIBIT A

The westerly 400 feet of those portions of lots 17 and 19 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per Plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with that certain 10 foot wide, non-exclusive and perpetual pedestrian access easement in favor of the above referenced property that was reserved in that certain Trustee's Deed from the Grantors to the Town of Longboat Key dated May 4, 1990 and recorded in Official Records Book 196, Pages 11235 et seq., Public Records of Manatee County, Florida.

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EXHIBIT B. TO CONTRACT OF SALE
AND PURCHASE

PERMITTED EXCEPTIONS

1. Taxes and assessments for 1992 and subsequent years.
2. All easements, restrictions, reservations, and limitations of record.
3. All governmental laws, statutes, ordinances, rules, regulations, resolutions and codes.
4. The Grantor does not warrant title to any portion of the Property consisting of submerged or artificially filled in lands or to any portion of the Property lying below the mean high water line.
5. Standard ALTA Exceptions, provided however, the Standard Exceptions for mechanic's liens and rights of persons in possession shall be eliminated at the closing.

PURCHASER'S AND DONEE'S CLOSING STATEMENT

SELLER AND DONOR: JEROME V. ANSEL and ESTER ANSEL
 PURCHASER AND DONEE: TOWN OF LONGBOAT KEY, FLORIDA
 PROPERTY: Lots 1 through 5, ANSEL SUBDIVISION
 Manatee County, Florida
 SETTLEMENT DATE: July 10, 1992

	CHARGES	CREDITS
Total Estimated Fair Market Value	\$ 1,720,000.00	
Donated Value		520,000.00
1992 Real Estate Tax Proration 1/1/92 to 7/10/92		\$ 6,147.91
CASH DUE FROM PURCHASER AND DONEE		1,193,852.09
TOTALS	\$ 1,720,000.00	\$ 1,720,000.00

NOTE: The Purchaser/Donee confirms that the cash payment paid by the Purchaser/Donee does not reflect the total fair market value of the Property and that the Seller/Donor has made a contribution to the Town of Longboat Key equal to the difference between the cash payment and the fair market value of the Property.

TOWN OF LONGBOAT KEY, FLORIDA

By: _____

This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
P.O. Drawer 4195
Sarasota, Florida 34230
(813) 366-8100

SPECIAL WARRANTY DEED

GRANTOR: JEROME V. ANSEL, ALSO KNOWN AS JEROME ANSEL, AS TO AN
UNDIVIDED 72.59% INTEREST, AND ESTER ANSEL, AS TO AN
UNDIVIDED 27.41% INTEREST

GRANTEE: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION

Grantee's Post Office Address: 501 Bay Isles Road
Longboat Key, Florida 34228

Property Appraiser's Parcel ID No.: 79906.1005/2

Grantor, for and in consideration of the sum of \$1.00, to
Grantor in hand paid by Grantee, the receipt whereof is hereby
acknowledged, has granted, bargained, and sold to Grantee, and
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and any other matters which would be disclosed by an
accurate survey and inspection of the premises.
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4. The Grantor does not warrant title to any
portion of the property consisting of submerged or
artificially filled in lands or to any portion of the
property lying below the mean high water line.
5. The Grantor does not warrant title to the
easement referred to in the last paragraph of the legal
description set forth in Exhibit A hereof.
6. Easement granted to Florida Power & Light
Company recorded in Deed Book 122, Page 436, and Deed
Book 126, Page 363, of the Public Records of Manatee
County, Florida.
7. All governmental laws, statutes, ordinances,
rules, regulations, resolutions and codes.

Grantor covenants that the herein-described property is vacant
land not the homestead of Grantor.

Grantor hereby imposes a perpetual covenant and restriction running with the land restricting the use of the property to all valid town or municipal purposes and uses so long as the property is owned by Grantee. This restriction is enforceable by Grantor and Grantor's successors and assigns. In the event of the institution of proceedings for specific performance of the covenant and restriction, upon a finding by a court of competent jurisdiction that a violation of the covenant and restriction has occurred, the prevailing party shall be entitled to receive, and there shall be included in any judgment relative thereto, the obligation of the party violating the restriction or covenant to pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the enforcing party as a result of such violation. By acceptance of this deed, Grantee agrees to the provisions of this paragraph.

And the Grantor does hereby covenant with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DATED: _____.

Witnesses:

Witness #1 Signature

JEROME V. ANSEL

Print Witness #1 Name

ESTER ANSEL BY JEROME V. ANSEL,
HER ATTORNEY-IN-FACT

Witness #2 Signature

Address of Grantor:

Print Witness #2 Name

2499 W. Glades Rd., Ste. 102
Boca Raton, FL 33431

(As to Both Signatures)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by JEROME V. ANSEL A/K/A JEROME ANSEL, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public
State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by JEROME V. ANSEL AS ATTORNEY-IN-FACT, who is personally known to me or who has produced _____ as identification and who did not take an oath, on behalf of ESTER ANSEL.

Notary Public
State of Florida at Large
My Commission Expires:

F:\FTHC\WPA\ANSEL.SWD

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 and 18 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 and 2 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with that certain 10 foot wide, non-exclusive and perpetual pedestrian access easement in favor of the above-referenced property that was reserved in that certain Trustee's Deed from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

ANSEL.EA

This Instrument Prepared By:
F. THOMAS HOPKINS, III
ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.
P.O. Drawer 4195
Sarasota, Florida 34230
(813) 366-8100

SPECIAL WARRANTY DEED

GRANTOR: JEROME V. ANSEL, ALSO KNOWN AS JEROME ANSEL

GRANTEE: TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION

Grantee's Post Office Address: 501 Bay Isles Road
Longboat Key, Florida 34228

Property Appraiser's Parcel ID No.: 79906.0005/3 & 79912.0005/1

Grantor, for and in consideration of the sum of \$1.00, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, to-wit:

See Attached Exhibit A

This conveyance is subject to the following:

1. Real estate taxes for 1992.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. The Grantor does not warrant title to any portion of the property consisting of submerged or artificially filled in lands or to any portion of the property lying below the mean high water line.
5. The Grantor does not warrant title to the easement referred to in the last paragraph of the legal description set forth in Exhibit A hereof.
6. Easement granted to Florida Power & Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.
7. All governmental laws, statutes, ordinances, rules, regulations, resolutions and codes.

Grantor covenants that the herein-described property is vacant land not the homestead of Grantor.

Grantor hereby imposes a perpetual covenant and restriction

running with the land restricting the use of the property to all valid town or municipal purposes and uses so long as the property is owned by Grantee. This restriction is enforceable by Grantor and Grantor's successors and assigns. In the event of the institution of proceedings for specific performance of the covenant and restriction, upon a finding by a court of competent jurisdiction that a violation of the covenant and restriction has occurred, the prevailing party shall be entitled to receive, and there shall be included in any judgment relative thereto, the obligation of the party violating the restriction or covenant to pay all expenses, including reasonable attorneys' fees, paralegal, legal assistant and similar fees and costs, including those incurred on the appellate level, incurred by the enforcing party as a result of such violation. By acceptance of this deed, Grantee agrees to the provisions of this paragraph.

And the Grantor does hereby covenant with Grantee that, except as above noted, at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

DATED: _____.

Witnesses:

Witness #1 Signature

JEROME V. ANSEL

Print Witness #1 Name

Witness #2 Signature

Address of Grantor:

Print Witness #2 Name

2499 W. Glades Rd., Ste. 102
Boca Raton, FL 33431

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by JEROME V. ANSEL A/K/A JEROME ANSEL, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public
State of Florida at Large
My Commission Expires:

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 19 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 3 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with that certain 10 foot wide, non-exclusive and perpetual pedestrian access easement in favor of the above-referenced property that was reserved in that certain Trustee's Deed from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned notary public, personally appeared JEROME V. ANSEL, who being first duly sworn as required by law, deposes and says:

1. He has personal knowledge of all matters set forth in this Affidavit.

2. Jerome V. Ansel and Ester Ansel ("Owner) collectively are the owners of the fee simple title to the following described property ("Property"):

See Attached Exhibit A

3. The Property is free and clear of all liens, encumbrances and claims of every nature, except for the lien of real estate taxes for this current year and except for the following matters:

Those exceptions referred to in deeds being executed and delivered by Owner incident to the sale necessitating this affidavit.

4. The Owner's title to and possession and enjoyment of the Property have been open, notorious, peaceable, exclusive and undisturbed except as otherwise set forth herein.

5. Neither the Owner's title to nor possession of the Property have ever been disputed or questioned nor is the Owner aware of any facts by reason of which the title to, or possession of, the Property or any part of it might be disputed or questioned or by reason of which any claim to the property or any portion of it might be adversely asserted except as otherwise set forth herein.

6. No person or entity other than the Owner claims or is presently entitled to the right to possession or is in possession of the Property and there are no tenancies, leases or other occupancies that affect the Property except as otherwise set forth herein.

7. To the best of his knowledge, there are no encroachments, overlaps, or disputes concerning the location of the boundary lines of the Property.

8. Except as otherwise here stated, there are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it.

9. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any portion of the property.

10. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the public records of the county where the Property is located or any other county in Florida or pending against the Owner in the courts of Florida or in any other courts unless otherwise set forth herein.

11. No improvements or repairs have been made to the Property during the 90 day period immediately preceding the date of this Affidavit, and there are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers

incurred in connection with the Property unless otherwise expressly set forth herein.

12. To the best of his knowledge, there are no easements or claims of easements affecting the Property.

13. Subsequent to the effective date of any title commitment or opinion issued in connection with the closing necessitating this Affidavit, the undersigned individually (and as the authorized agent of the Owner if not the Owner) hereby agrees and represents that the undersigned and the Owner will not execute any instrument, or do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner except for the execution of any mortgage or other instrument required or expressly contemplated by the commitment or opinion.

14. No notice of commencement has been recorded affecting the property.

15. This Affidavit is made to induce THE TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION, to purchase the Property, and to induce ATTORNEYS' TITLE INSURANCE FUND, INC. to issue a title insurance policy covering the Property.

16. This Affidavit is made and given by the undersigned with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and representations therein.

JEROME V. ANSEL

Sworn to and subscribed before me this ____ day of _____, 19____.

Printed Name: _____
Notary Public
My Commission Expires:

Personally known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with that certain 10 foot wide, non-exclusive and perpetual pedestrian access easement in favor of the above-referenced property that was reserved in that certain Trustee's Deed from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

CERTIFICATE OF NON-FOREIGN STATUS
(Individual Transferor)

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. Seller is also required by law to provide the closing agent a taxpayer identification number. If the Seller does not provide the closing agent with the correct taxpayer identification number, civil or criminal penalties may be imposed by law. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, and to provide the required information to the closing agent, the undersigned hereby certifies the following:

1. That I and Ester Ansel are collectively the owners of the following described property, to wit:

See Attached Exhibit A

2. That neither owner is a non-resident alien for purposes of U.S. income taxation;

3. That my U.S. taxpayer identification number (social security number) is _____; that Ester Ansel's social security number is 071-34-0064.

4. That my home address is _____

5. That this certification is made for the benefit of ICARD, MERRILL, CULLIS, TIMM, FUREN & GINSBURG, P.A. as closing agent and for the purpose of inducing THE TOWN OF LONGBOAT KEY, FLORIDA, A MUNICIPAL CORPORATION, to acquire the above-mentioned property from the owners pursuant to that Agreement dated July 6, 1992.

6. I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and closing agent and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

JEROME V. ANSEL, INDIVIDUALLY
AND AS ATTORNEY IN FACT FOR
ESTER ANSEL

Dated: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by JEROME V. ANSEL, who is personally known to me or who has produced _____ as identification and who did not take an oath, and who signed this certificate both individually and as attorney in fact for and on behalf of ESTER ANSEL.

Notary Public
State of Florida at Large
My Commission Expires:

EXHIBIT "A"

The westerly 400 feet of those portions of Lots 17 through 21 of the Plat of the Subdivision of Longboat Key (as per plat thereof recorded in Plat Book 7, Page 16, Public Records of Manatee County, Florida) lying Easterly of the existing right of way of Gulf of Mexico Drive (State Road No. 789).

(Also described as Lots 1 through 5 of ANSEL SUBDIVISION as per plat thereof recorded in Plat Book 26, Pages 144 through 146, Public Records of Manatee County, Florida.)

Together with that certain 10 foot wide, non-exclusive and perpetual pedestrian access easement in favor of the above-referenced property that was reserved in that certain Trustee's Deed from the Grantors to the Town of Longboat Key dated May 4, 1990, and recorded in O.R. Book 1296, Pages 1139, et seq., Public Records of Manatee County, Florida.

Together with (to the extent legally transferrable, and without representation or warranty of any kind, as to the transferability, usability, severability or other status) that certain perpetual non-exclusive access easement conveyed to the Grantor by that certain Easement Deed dated May 30, 1979, and recorded June 1, 1979, in O.R. Book 948, Pages 1268, et seq., Public Records of Manatee County, Florida.

Reed JK

76201

Sarasota, Fla. Feb 28 1927

FLORIDA POWER & LIGHT COMPANY,
Miami, Florida.

Gentlemen:

In consideration of the payment *to* me us by you of \$1.00 which we have received, we and those holding through us, grant and give to you and your successors the right to set and maintain anchors and poles for an electric transmission and distribution line, and the necessary appurtenances for such lines on my property, (known as Government Lots 1 and 2 of Section 25, Township 28 South, Range 18 East, and Government Lot 1 of Section 26, Township 28 South, Range 18 East, Manatee County, Florida.

Permission is hereby granted to cut, trim and keep clear all necessary trees together with all other rights and privileges necessary for the proper construction, operation and maintenance of said line. Said line is on, over and across the above described property as now surveyed and located by the Florida Power & Light Co.) immediately inside my line and adjoining the highway.

Witnesses:

H.B. Williams Co Inc. (SEAL)

Walter Mahasten

By H.B. Williams Pres.

P.S. Via

E. Screven Bond (SEAL)

Sec. & Treas

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF SARASOTA)SS.

I hereby certify that on this 28th day of February 1927 before me personally appeared H.B. Williams and E. Screven Bond respectively, President and Secretary of H.B. Williams Company a corporation organized under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Sarasota in the County of Sarasota and State of Florida, this 28th day of February 1927 (Notarial Seal) Verna H. Via

Notary Public State of Florida at Large.

My commission expires July 14, 1930.

I hereby certify that the above and foregoing is a true and correct copy of the original which was filed on the 11th and recorded on the 12th day of July A.D. 1927.

Clerk.

RECORD VERIFIED

Deed BK 126

2016

that he executed said deed freely and voluntarily and without compulsion, apprehension, fear or constraint of or from her said husband.

I, ~~WITNESS~~ ~~WITNESS~~, Witness my hand and official seal at New Orleans La. in the Parish aforesaid, the day and year above written.

Attested as to Mrs. Mabel Meyer only

U.S. Mormann Notary Public.
Notary Public

(Notarial Seal)

My commission expires Death

STATE OF FLORIDA, MANATEE COUNTY,

On this 29th day of November, A.D. 1927 before me personally came WILLIAM MEYER to be known to be the person described in and who executed the foregoing Deed of Conveyance, and acknowledged the execution of the same as his free act and deed, for the uses and purposes therein specified.

WITNESS my hand and official seal, the date aforesaid.

(Notarial Seal)

Claude Hebb

Notary Public, State of Florida at Large.

My commission expires Nov. 11, 1931.

I hereby certify that the above and foregoing is a true and correct copy of the original which was filed on the 13th and recorded on the 13th day of March A.D. 1928.

RECORD VERIFIED

Clerk.

80496

Sarasota, Florida
Aug 19, 1927

Florida Power & Light Company,
Miami, Florida.

Gentlemen:

I am the owner and holder of a mortgage executed by Joseph Greenberg dated June 13th, 1925, and recorded in the office of the Clerk of the Circuit Court for Manatee County, Florida, on the 29th day of June, 1925, in Mortgage Record Book No. 40 page 108 and in consideration of the payment to me by you of One Dollar (\$1.00) receipt of which is hereby acknowledged, I do hereby consent to the granting to you and your successors or assigns, by the mortgagors under the above mentioned mortgage of the right to construct operate and maintain an electric transmission and distribution line, and all necessary or desirable appurtenances thereto, including wires, poles, towers and supports in over, upon and across the property covered by said Mortgage, and I do hereby release said right of way from the lien and operation of said mortgage. Provided said line runs approximately ten (10) feet west of and parallel to the East line of Ringling Boulevard as now located and provided also that the said anchors and supports therefor shall not extend over said mortgaged property a greater distance than 35 feet from either line of Ringling Boulevard.

John Ringling (SEAL)

Signed, sealed and delivered in the presence of

Richard Fuchs
Geo. J. [Signature]

364

STATE OF FLORIDA)
COUNTY OF SARASOTA) SE.

I, Reba A. Brown, a Notary Public, in and for said County and State, do certify that on this day personally appeared before me Richard Fuchs, to me well known as one of the persons whose name is affixed to the foregoing instrument as a subscribing witness, who being duly sworn, did depose and say that the said John Ringling duly signed, sealed and delivered the foregoing instrument as his voluntary act and deed in the presence of the said Richard Fuchs and of Geo. J. Schueler the other subscribing witness thereto, and that said witnesses then at the request of said John Ringling duly signed and attested said instrument as witnesses.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Sarasota in said County and State on this the 24th day of October 1927.

(Notarial Seal)

Reba A. Brown

My commission expires Sept. 19, 1929.

I hereby certify that the above and foregoing is a true and correct copy of the original which was filed on the 15th and recorded on the 15th day of March A.D. 1928.

Clerk.

80500

THIS INDENTURE, Made this 27th day of February A.D., 1928, between FOUR REALTY CO., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Pinellas, and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the first part, and John M. Daniel of the County of Pinellas and State of Florida party of the second part

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate, lying and being in the County of Manatee, State of Florida, to-wit:

The Northeast one-quarter (NE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of section 34 in Township 35 South, Range 20