

age 583
Ansel Growth
X Corp. Legal
1711 Council

LAW OFFICES
CHRISTIANSSEN, DEHNER & DART, P.A.
1487 SECOND STREET
SUITE A
SARASOTA, FLORIDA 33577

October 27, 1982

SCOTT R. CHRISTIANSEN
H. LEE DEHNER
THOMAS H. DART

TELEPHONE
(813) 957-0153

Miss Lise A. Goldman
Town Planner
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 33548

Re: Ansel Growth Agreement + Park Shore

Dear Lise:

In reviewing the original Ansel Agreement and the Amendment dated April 8, 1980, I am assuming that the intervening amendments do not affect the timing of the issuance of building permits as set out in the original agreement as amended by the third amendment, it appears that Mr. Ansel would be permitted to receive building permits for 85 units in 1982 and 118 units in 1983. Subsequent to the year 1983 the agreement would no longer be in effect and they would be permitted to receive building permits in accordance with the densities on the various properties. This would indicate that a building permit for the present Park Shore Promenade Building which I believe contains 120 units could not be issued until 1983 with the carry over of 2 units from the 1982 allocation. If you have any questions feel free to give me a call.

Yours very truly,
CHRISTIANSSEN, DEHNER & DART, P.A.

Scott R. Christiansen
Scott R. Christiansen

SRC/jm



TOWN OF LONGBOAT KEY FLORIDA

INCORPORATED NOVEMBER 14, 1955



501 Bay Isles Road
Longboat Key, Florida 33548
(813) 383-3721

October 20, 1982

Mr. Scott R. Christiansen
Christiansen, Dehner & Dart, P.A.
1487 Second Street, Suite A
Sarasota, Florida 33548

Re: Ansel Growth Agreement

Dear Scott:

Enclosed for your review is a copy of the Ansel Growth Agreement (original and latest amendment). Will it be necessary to update this agreement in order to process the Park Shore Promenade application? If not, can projects on the other Ansel properties also proceed before 1984?

Sincerely,

Lise A. Goldman

Lise A. Goldman
Town Planner
LAG:mkd
encl (2)
cc: D. W. Kelly

g

Central Files 10-21-82

8/25/80

WOOD, WHITESELL & KARP, P.A.

ATTORNEYS AT LAW

SARASOTA-ENGLEWOOD

3100 SOUTH TAMiami TRAIL

SARASOTA, FLORIDA 33579

GWA

JP

CF

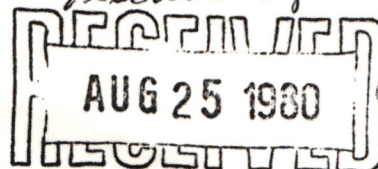
J. PHILLIP DUNN
OF COUNSEL

(813) 366-9110

JOHN R. WOOD
I. W. WHITESELL, JR.
MICHAEL R. KARP
BRIAN Y. MILLER
R. W. WELLBAUM, JR.
ROBERT J. ELKINS
GLENN W. PHIPPS, JR.
WAYNE F. SEITL
ROBERT A. LEE
WILLIAM S. CUMMINS

August 21, 1980

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



Dear Wayne:

Pursuant to the request of the Town Commission, I am pleased to furnish you with the following opinion:

Question: May the Town of Longboat Key adopt an effective growth control ordinance prior to the termination of the agreements with Arvida Corporation, Bennett-Hunt Corporation, et al and Jerome V. Ansel, et al?

Facts: The Ansel agreement continues to 1983. There is a proposed amendment to the Arvida and Bennett-Hunt agreements to be workshopped and perhaps amended.

Opinion: In my opinion, areas to be developed within the planned unit development could be adequately controlled by requiring a schedule pursuant to §7.41(b)(11) of the Zoning Code of the Town, by requiring the developer to furnish a schedule showing the proposed times within which an application for final approval of all sections of the planned unit development are intended to be filed.

Assuming that the growth control ordinance has been effective to date, an amendment of the Arvida Corporation and Bennett-Hunt Corporation agreements through the year 1983 would, in our opinion, minimize the necessity of enacting a growth control ordinance prior to an effective date of January 1, 1984.

In any event, should legislation be enacted prior to that date, it is our opinion that it would be very difficult to enact legislation that would be effective and constitutional without terminating the growth control agreements with Arvida Corporation, Bennett-Hunt Corporation and Ansel.

Respectfully submitted,

W. White
I. W. Whitesell, Jr.

IWWjr:mw

cc: Town Commissioners

Central Files 8-26-80

WOOD, WHITESELL & KARP, P. A.

ATTORNEYS AT LAW

SARASOTA-ENGLEWOOD

3100 SOUTH TAMiami TRAIL

SARASOTA, FLORIDA 33579

JOHN R. WOOD
I. W. WHITESELL, JR.
MICHAEL R. KARP
BRIAN Y. MILLER
R. W. WELLBAUM, JR.
SAMUEL S. DUFFEY
ROBERT J. ELKINS
GLENN W. PHIPPS, JR.
WAYNE F. SEITL
VALERIE J. DAVIS

J. PHILLIP DUNN
OF COUNSEL

(813) 366-9110

May 19, 1980

Copies to Commission

5/21/80

GWA

CF

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

Re: Jerome V. Ansel

Dear Wayne:

Enclosed please find copy of letter from Michael J. Furen, counsel for Jerome V. Ansel.

First, I am very concerned with Mike Furen's and his client's contention that as a result of a compromise settlement, they are entitled to five units per acre on the bayside properties. If this is incorrect, I think that the Town Commission should authorize you and I to immediately advise them that it is incorrect. If it is correct, then no action is necessary.

Second, it appears to me that the Ansel proposal would necessitate an amendment to the zoning code and perhaps the creation of a new zoning district (this may not be absolutely necessary) in that certain conditions concerning height and cone of vision of the existing zoning code may not be met if the transfer is to take place.

This would also eliminate the public hearing and other safeguards that members of the public and several commissioners are concerned with.

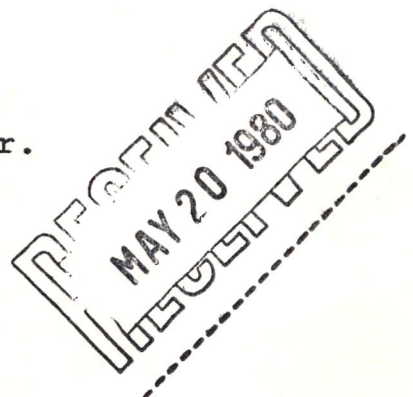
Trusting that when I return from New Orleans that you will have possible solutions to these questions, I remain,

Sincerely yours,

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

IWWjr:mw

Central Files 5-27-80



5/21/80

LAW OFFICES

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

POSTAL DRAWER 4195

2041 MAIN STREET

SARASOTA, FLORIDA 33578

(813) 366-6222

FIRST CITY CENTER, SUITE 507

1301 SIXTH AVENUE WEST

BRADENTON, FLORIDA 33505

(813) 748-4924

IN REPLY ADDRESS FIRM AT
SARASOTA OFFICE

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

F. THOMAS HOPKINS III
EDWIN L. FORD
CHARLES J. BARTLETT
DAVID W. WILCOX

May 19, 1980

HAND DELIVERY

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

Re: Town of Longboat Key/Jerome V. Ansel

Dear Welch:

On May 3, 1980, I received a letter dated May 1, 1980, from Wayne Allgire directed to Jerry Ansel in care of my office. In his letter Wayne indicated that the Town was interested in acquiring Jerry's bayside properties in the vicinity of the Euphemia Haye Restaurant. You may recall these properties comprise approximately 38 acres of upland plus additional acreage in estuarian and submerged lands.

Jerry Ansel has now responded to Wayne's letter. I am enclosing a courtesy copy of his response for your file.

It would appear, therefore, that our respective clients will now become involved in final negotiations. In order to alleviate the concerns that you have expressed to me in the last several days, I want to confirm to you in behalf of Jerry Ansel the following:

A. All negotiations will be without prejudice to him or the Town of Longboat Key.

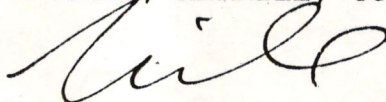
B. He will not attempt to use the discussions or negotiations to create any kind of agreement by estoppel against the Town.

C. No legally binding approval of any transfer of residential units could occur, directly or indirectly, as a result of any Town Commission action or discussion at any workshop session but could only occur by an affirmative vote of a majority of the Commissioners at a regularly scheduled or specially called Town Commission meeting.

I am hopeful and confident that these stipulations will alleviate your expressed concerns and in turn remove any possible impediment that would prevent negotiations from proceeding.

Cordially,

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



Michael J. Furen

MJF:hr

RECEIVED
MAY 19 1980



CF
T. Com.
JP

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

May 14, 1980

Re: Town Acquisition of Ansel Properties for
Open Space or for Specified Town Purposes/
Ordinances #80-1 and 80-3/Your Letter dated May 1, 1980

Dear Wayne:

I am in receipt of your letter dated May 1, 1980, in which you indicate that the Town would like to acquire the investment properties in the vicinity of Gulf to Bay Road that I have held for some time.

I would first like to personally commend you for all the hours and months of hard work and effort you have put in to guide the Town from what was once only a dream to what now hopefully may become a reality. Your singular devotion to a goal you believe in is exemplary and that goal is now much closer since you have the basic ordinance to work with.

I have personally come to rely on you for a sense of timing, direction and credibility for the Town in this matter and have not yet come away disappointed.

Ester, I and our three children have been coming to Longboat Key for almost 20 years now and look forward to the day when we can become permanent residents. Over the years I am not ashamed to admit that we have developed a deep and enduring love for and emotional attachment to the island and an affection for the many new friends we have made here.

We have always, it seems, lived on the beaches and have seen first-hand the great enjoyment that "nature sanctuaries" created by local governments bring to people. I personally, therefore, strongly support the efforts of the Town through proper and appropriate means to preserve open space on Longboat Key for the benefit of our future generations.

Mr. G. Wayne Allgire, Town Manager
May 14, 1980
Page 2

Wayne, after reviewing your letter, I now realize and appreciate how complex the process of negotiations relating to any dedication and transfer will be, and my hopes of "telephoning it in" are rapidly beginning to fade.

In order to help expedite the process for my part, therefore, I requested Mike Furen to organize with me and I am enclosing with this letter the following items in response to the Town's inquiry:

1. A summary of the zoning history of my properties.
2. A summary of the history of the discussions between myself and the Town.
3. A list setting forth those properties that I would consider allowing the Town to acquire, i.e., the lands to be included in our negotiations.
4. An indication of the approximate acreage and zoning of these lands.
5. A detailed and specific proposal to the Town indicating the transfer and other values I would like to receive in return.

As you are aware, it has now been over a year and a half since our discussions with the Town began. During that period of time I have repeatedly refused to deal with any of my investment properties that could be involved in the exchange, even though there were substantial pressures to do so. These pressures have now become virtually unbearable, and I cannot continue to resist them indefinitely. Therefore, Wayne, I must request a firm, detailed and specific response to my proposal within the next 30 days.

As an aside, yesterday I had an interesting and enriching experience. I walked my property north of Gulf to Bay Road and became aware of how extensive it really is, with many parts of it being inhabited with myriad bird and animal life. It became apparent to me that you cannot really get a feel for the special qualities this property when it is presented as a few dots on a map but only from a personal visual experience. It also has occurred to me that most people drive by this special area in a few seconds without

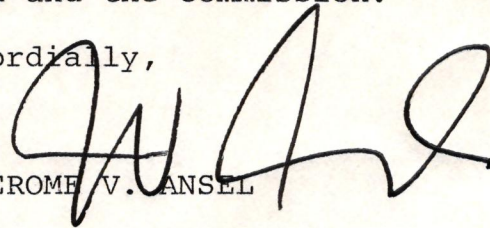
Mr. G. Wayne Allgire, Town Manager
May 14, 1980
Page 3

ever realizing the scope and depth of the property that lies behind the road frontage which is the only portion of the property readily apparent. One interesting comparison that would perhaps focus the awareness of the public on the magnitude of this property would be to show by overlay that there is probably as much land involved in this tract for public enjoyment as there is in that portion of the golf course located between the Privateer and Longboat Key Towers. This, of course, is without consideration of the additional 35 acres +/- included within White Key and its adjacent island. The public can then draw their own conclusions and evaluate whether or not the manmade "green" of a golf course is inherently more valuable than green created by nature.

In closing, I look forward to our negotiations, and I will continue to look to you for leadership in helping to guide us to a successful agreement that can be of benefit to both the Town and myself.

With warmest regards to you and the Commission.

Cordially,


JEROME V. ANSEL

I. Zoning History of Ansel Properties

It is significant to note that contrary to many other landowners on the key, I did not rush in with hastily conceived and ill-conceived development plans for my investment properties in order to avoid threatened or actual zoning impacts on my property by the Town. A summary of the zoning history of Longboat Key as it applies to my holdings is interesting.

You will recall, as to the property I own on the North end of the key, up until 1974 I suffered through two new zoning ordinances and two density rollbacks.

Initially, the residentially-zoned portion of my bayside property was zoned R-2, which permitted 17 dwelling units per acre. My gulfside property was zoned H-1, which permitted 20 dwelling units per acre.

In 1968, Ordinance #141 reduced the allowable density on the residentially-zoned portion of my bayside property from 17 dwelling units per acre to 10 dwelling units per acre.

In 1969, Ordinance #160, adopting a new zoning code, reduced the allowable density on my gulfside property from 20 units per acre to 14 units per acre.

In 1972, Ordinance #219 reduced the density of the residentially-zoned portion of my bayside properties from 10 units per acre to 7 units per acre, and the density of my gulfside property from 14 dwelling units per acre to 10 dwelling units per acre.

In 1974 I learned that the Town was considering adopting a new zoning code that would abolish the commercial zoning that existed on a portion of my bayside properties, decrease the allowable density of the residentially-zoned portion of my bayside properties from 7 dwelling units per acre to 4 dwelling units per acre and decrease the allowable density on my gulfside property from 10 units per acre to 8 units per acre. I felt at that time that this further downzoning was not proper because it eroded the benefits of my long-term investment in these lands, and it was at that time that I retained Mike Furen to oppose this rezoning.

After extensive negotiations with the Town during the course of the public hearings on the proposed new zoning code, the Town and I reached a compromise in which my commercial zoning was left substantially intact but the residentially-zoned portion of the bayside property was changed to R-1 (4 dwelling units per acre) and my gulfside property was rezoned to R-3 (8 dwelling units per acre). However, under the compromise reached with the Town in order to avoid protracted litigation, the Town raised the maximum density for a Planned Unit Development in the R-1 district from 4 to 5 units per acre, with the understanding that upon the submittal of an appropriate development plan for the bayside properties, a developer would be given approval at the 5 unit per acre density. This agreement is reflected in a series of letters between then Mayor William J. Kenney and Mike Furen, as well as the minutes of the meetings at which the proposed new zoning code was considered.

I, as well as most other landowners on the key, felt and understood that the comprehensive 1974 zoning ordinance was the last zoning threat to my investment property and that the zoning instability that had existed on Longboat Key for several years had now ended. However, in 1979, the Town adopted Ordinance #79-18, which decreased the permitted density in R-1 PUDs from 5 units per acre to 3 units per acre, less than the permitted R-1 density of 4 units per acre. I candidly feel this action was a breach of both a moral and legal commitment given me by the Town in 1974.

II. History of Discussions Between Myself and the Town

As you are aware, during the course of the public hearings on the so-called Density Transfer Ordinance, it appeared that the public was totally misinformed as to the genesis of our discussions. Several speakers indicated in substance that I had approached the Town with an offer to dedicate some useless land if the Town would allow me a "windfall" by transferring the dwelling units that theoretically could be built on these lands to other properties I own. This is totally and absolutely inaccurate.

You will recall that I was first contacted by the Town in early September of 1978. At that time the Town expressed an interest in exchanging a parcel of property owned by the Youth Center and a parcel of property owned by the Town for 5 acres of my bayside property located near Gulf to Bay Road. This proposal was formally presented to me in your letter of September 22, 1978, to Mike Furen.

After Mike Furen and I investigated the proposal Mike advised you that we were not interested in an exchange. He commented, however, that we would possibly consider a dedication of the land to the Town if equivalent investment values could be obtained. If an agreed number of residential units could be transferred to some of my other holdings, we felt this would preserve the total investment value. I felt that because of my unique situation this concept would allow the Town to acquire the lands it wanted immediately, even though the Town did not have the substantial cash funds that would be required to purchase them.

Subsequently we were advised that the Town actually was interested in acquiring the entire 400' strip of land I own North of Gulf to Bay Road and running from Gulf of Mexico Drive to the Intracoastal Waterway. More recently, of course, by your letter of May 1, 1980, the Town has indicated it would also like to acquire other lands I own, including the 500' strip South of Gulf to Bay Road and White Key and its adjacent companion island.

To infer that the 400' strip is "useless land" is also not accurate. According to the Town's environmental consultant, Dr. John Morrill, and the Town's planning consultants, Adley & Associates, Inc., a very substantial portion of this strip is readily developable. Another substantial piece is developable, although certain precautions should be taken. The remaining portion, according to the same consultants, has an exceptional environmental value as a natural area.

Nor, is it fair to say I would be receiving a windfall as a result of any exchange. Everyone involved must remember that the Town is not offering to pay me cash today for the land it desires today. Therefore, except for my unique situation and willingness to consider a transfer concept, the Town could not acquire this land before it was sold and became subject to private development. In the event a

transfer is concluded, I am not receiving currently spendable value. I would be receiving only the possibility of realizing the benefits of my long-term investment at some indeterminate future date. The realization of this benefit is, of course, subject to all the risk inherent in any real estate investment. It is obvious, therefore, that in order for me to make a deal, there must be some benefit, or "windfall potential", if I am to commit the land currently and yet be expected to wait perhaps several years for my investment return.

III. Lands to Be Included in Negotiations

At this time I am willing to discuss the possible acquisition by the Town of the following properties only:

- Parcel 1 - A 400' strip running from Gulf of Mexico Drive to the Intracoastal Waterway and legally described as Lots 11 - 14, Plat of Longboat Key lying East of Gulf of Mexico Drive.
- Parcel 2 - A parcel of estuarian and submerged lands lying adjacent to this 400' strip.
- Parcel 3 - A 5' non-exclusive perpetual easement from Gulf of Mexico Drive for pedestrian ingress and egress from Gulf of Mexico Drive to the Gulf of Mexico. This easement is appurtenant to the 400' strip and is located over the Northerly 5' of Lot 13.
- Parcel 4 - White Key and the smaller island adjacent to it.
- Parcel 5 - A 10' easement for ingress and egress to and from Gulf of Mexico Drive to the Gulf of Mexico. This easement is located across Gulf of Mexico Drive from Longboat Harbour North and is appurtenant to White Key.
- Parcel 6 - A 60' ingress and egress easement from White Key to the Longboat Key mainland in the vicinity of Longboat Harbour North.

Attached is a location map showing the general location of these properties. I am not interested in discussing the acquisition by the Town of any of my remaining properties.

IV. Approximate Acreage and Zoning of Lands to Be Included in Negotiations

The 400' strip comprises a total of approximately 17.24 acres to the bulkhead line. This consists of approximately 3.91 acres of commercial property zoned C-1 and 13.33 acres of residential property zoned R-1.

As I have previously indicated, also included would be estuarian and submerged lands located between the bulkhead line and the Intracoastal Waterway consisting of approximately 5.2 acres.

White Key and the smaller island adjacent to it consist of a total of approximately 30 to 35 acres. This property is currently zoned R-1A.

V. Proposal by Jerome V. Ansel

I would consider deeding or otherwise dedicating to the Town of Longboat Key Parcels 1-6 that I have previously described, subject to review and approval of the exact terms and structure by my counsel and subject to the following general terms and conditions.

A. Transfer of Units

I am asking, in consideration of this conveyance or dedication, that the Town approve the transfer of 160 dwelling units from these properties to the 25 acres of gulf front property I own on the South end of Longboat Key between Beach Place and the Players' Club. As an alternative to this, I would like the option of transferring 80 dwelling units to the Northerly 12 acres of this 25 acre gulf front parcel, with the remaining 13 acres allowed to be developed with a high quality resort-type hotel with convention and conference facilities. Although at this time the total number of hotel rooms that would be included within the hotel project are not known, I am attempting to assemble this information from the proposed developer and will forward it to you shortly.

B. Formal Recognition of 1974 Compromise Agreement

The Town would legally and formally recognize the compromise agreement of 1974, and the remaining residentially-zoned (R-1) portion of my bayside property could be used as a Planned Unit Development at 5 units per acre.

C. Assurances

I and my successors and assignees would be given assurances in a form acceptable to my counsel so that a future Town Commission could not undertake any actions that would negate our agreements. For example, a reverter clause in the deed of conveyance or instrument of dedication or some similar device.

D. Right to Utilize Remaining Properties

Obviously, it does not make good sense for me to conclude a deal with the Town unless I am assured that the remaining properties, including the transferred units, can be readily used as described above. As a result, I would request (a) our existing Growth Management Agreement would be modified to permit all of the units allowable on my remaining properties to be built in yearly increments of 150 units per year for a period of 5 years, with a maximum carryover to any successive year of 1/3 of the previous year's allotment, and, to clarify that any hotel would not be subject to the terms of the Growth Management Agreement, (b) the Town to approve such height, bulk and other variances on my Southerly 25 acres of gulf frontage as may be necessary to allow the property (and the combined total of existing units and transferred units) to be used aesthetically and feasibly, from a good planning, marketing and economic standpoint, (c) the Growth Management Agreement would be clarified to provide it would be extended automatically by any government imposed moratoriums resulting from a bona fide public emergency, and (d) the Town would agree to the utilization of package sewer treatment and/or water treatment facilities on my remaining properties in the event this becomes necessary due to moratoriums on or shortages in the Manatee County water and sewer system.

E. Ordinance #80-1 -- (Mandatory Land Dedication Ordinance)

The foregoing conveyance and dedication I have proposed would be accepted by the Town as full compliance by myself and my successors with the requirements of Ordinance #80-1 insofar as all my remaining properties are concerned.

F. Time of Conveyance or Dedication

The conveyance or dedication to the Town would be completed only at such time as final development plans for the remaining properties submitted by the developer have been approved by the Town and the first building permit applied for by the developer pursuant to these development plans has been issued.

G. Legal Structure

All of the foregoing would be structured in a legally enforceable format acceptable to my counsel and counsel for the Town, and the Town would pass all reasonable Ordinances and regulations and take all other actions necessary to allow us to implement our agreement.

H. Right to Terminate Negotiations

I must reserve the right to terminate negotiations at any time I determine that the negotiations are not proceeding in good faith or that substantial progress is not being made.

