

P/S
Agreement

April 17, 1980

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

Re: Town of Longboat Key - Jerome V. Ansel
Third Amendment to Agreement

Dear Wayne:

Enclosed please find fully executed copy of the
third Amendment to Agreement for Ansel for your files.

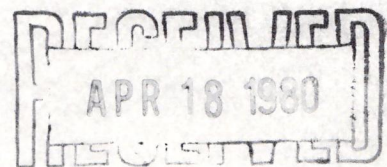
Very truly yours,

I. W. Whitesell, Jr.

IWWjr:mw

Encl.

cc: Michael J. Furen, Esquire



Central Files 4-21-80

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into in duplicate this 8TH day of April, 1980, by and between JEROME V. ANSEL, individually, JEROME V. ANSEL and ESTER ANSEL, as Trustees of ANSEL PRODUCTIONS, INC. EMPLOYEE BENEFIT PLAN, and SUN BEACH RESORT, INC., a Florida corporation (hereinafter referred to as "Ansel"), and TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, on April 26, 1978, all of the parties except Sun Beach Resort, Inc., together with Ansel Film Studios, Inc., entered into that certain Agreement providing for certain restrictions covering the issuance of building permits for dwelling units to Ansel, its successors or assigns, which Agreement was applicable to certain lands therein described (herein the "Original Agreement"); and

WHEREAS, on March 29, 1979, the same parties entered into that certain Amendment to Agreement amending the Original Agreement in the respects set forth therein (herein the "Amendment to Agreement"); and

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

WHEREAS, in fact, Ansel Film Studios, Inc., was previously liquidated and dissolved and all of its assets transferred to Sun Beach Resort, Inc., the sole shareholder of Ansel Film Studios, Inc., and Ansel Film Studios, Inc., no longer exists as a separate corporate entity; and

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

WHEREAS, the parties hereto, on August 16, 1979, entered into that certain Second Amendment to Agreement amending the Original Agreement, as previously amended, in the respects set forth therein (herein the "Second Amendment to Agreement"); and

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

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

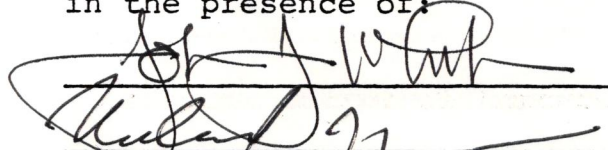
1. Paragraph 2 of the Original Agreement, as previously amended by the Amendment to Agreement and Second Amendment to Agreement, is further amended by revising the proviso at the end thereof to read as follows:


"Provided, however, notwithstanding anything herein contained to the contrary, in the event Ansel during the calendar year 1979 does not request the issuance of permits for all or part of the dwelling units allocable to the calendar year 1979, then the unused 1979 allocation (whether it be all or part) may be carried forward and used by Ansel during either the calendar year 1980 or 1981 provided he shall request the issuance of permits for such unused 1979 allocation prior to December 31, 1981; provided further that notwithstanding anything herein contained to the contrary, in the event Ansel during the calendar year 1980 does not request the issuance of permits for all or part of the dwelling units allocable to the calendar year 1980, then the unused 1980 allocation (whether it be all or part) may be carried forward and used by Ansel during the calendar year 1981, provided he shall request the issuance of permits for such unused 1980 allocation prior to December 31, 1981. For example, under this amended allocation, if Ansel requested permits for the 111 units he is now entitled to in 1980, he would then be entitled to permits for 50 units in 1981, 70 units in 1982 and 118 units in 1983; but if Ansel failed to request permits for any units in 1980, he would then be entitled to permits for 161 units in 1981, 70 units in 1982 and 118 units in 1983."

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

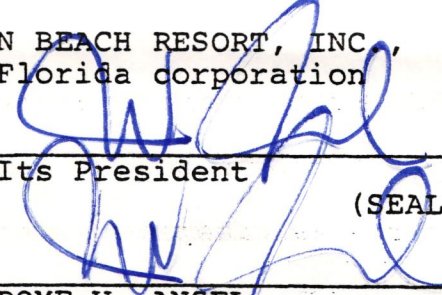
IN WITNESS WHEREOF, the parties have caused this Third Amendment to Agreement to be duly executed as of the date first above set forth.

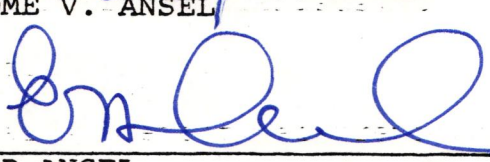
Signed, sealed and delivered in the presence of:


As to Ansel

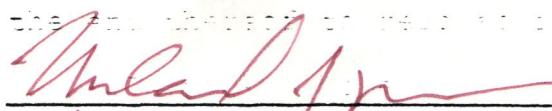

(SEAL)
JEROME V. ANSEL, Individually

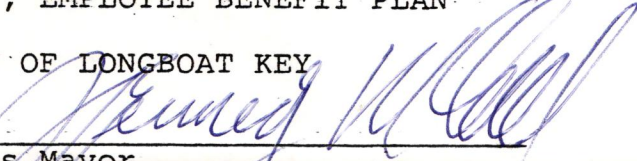
SUN BEACH RESORT, INC.,
a Florida corporation

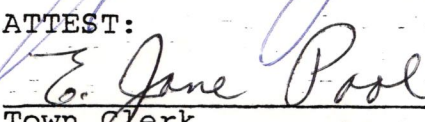
By 
Its President (SEAL)
JEROME V. ANSEL

and 
ESTER ANSEL

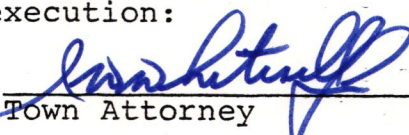
AS TRUSTEES OF ANSEL PRODUCTIONS,
INC., EMPLOYEE BENEFIT PLAN


Helen G. Read
As to Town

TOWN OF LONGBOAT KEY
By 
Its Mayor

ATTEST:

Town Clerk

Approved as to form and execution:


Town Attorney

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, personally appeared JEROME V. ANSEL, to me known to be the person described in and who executed the foregoing and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of April, 1980.


Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

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

BEFORE ME, personally appeared JEROME V. ANSEL, President of SUN BEACH RESORT, INC., to me known to be the person described in and who executed the foregoing and acknowledged

before me that he executed the same on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of April, 1980.

Helen A. Read
Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

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

BEFORE ME, personally appeared JEROME V. ANSEL and ESTER ANSEL, AS TRUSTEES OF ANSEL PRODUCTIONS, INC., EMPLOYEE BENEFIT PLAN, to me known to be the persons described in and who executed the foregoing and acknowledged before me that they executed the same as said Trustees for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of April, 1980.

Helen A. Read
Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

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

BEFORE ME, personally appeared J. KENNEDY MCCALL and E. JANE POOL, Mayor and Town Clerk, respectively, of TOWN OF LONGBOAT KEY, a municipal corporation, to me known to be the persons described in and who executed the foregoing and acknowledged before me that they executed the same on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of April, 1980.

Antonia J. [Signature]
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 31 1980
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 31 1980
BONDED THRU GENERAL INS. UNDERWRITERS

9. BAY ISLES MAINTENANCE COMPLEX TEMPORARY PERMIT

As discussed at the previous day's workshop, it was moved by Seegel, seconded by Fernald that a temporary permit for a maintenance complex at Bay Isles be granted for a period of six months. Motion carried unanimously.

10. BEACHPLACE TREE REMOVAL PERMIT

It was moved by Fernald, seconded by Riter to approve a tree removal permit for Beachplace. During discussion the Town Manager stated that neither he nor his staff had the expertise needed to determine which trees should be permitted to be removed from this gulf front area. He stated the zoning ordinance makes provision for the Town to require that developer's plans be looked at by a planner at the developer's expense and suggested that this also be done to get the proper expert to look at the Beachplace plans and make recommendations on tree removals. Mayor McCall suggested John Morrill might be the proper person. Commissioner Ochs suggested the state forester might help and Commissioner Fernald stated he knew of two experts living in Longboat Key. It was moved by Seegel, seconded by Riter to table the motion. Motion to table carried unanimously. Mayor McCall asked the Town Manager to follow the procedures discussed in causing Arvida Corp. to hire an expert.

11. ANSEL GROWTH AGREEMENT EXTENSION APPROVAL

As discussed at the workshop, it was moved by Seegel, seconded by Fernald to approve an extension of the growth control agreement which the Town has with Jerry Ansel. Attorney Michael Furen stated they had previously asked the Commission to extend the 1979 allocation into 1980. He said the agreement was in exactly the same form as the prior amendment which had extended the 1979 allocation. The Town Attorney stated that if 20+ units have already been used in 1980 it would leave 135 to be used in 1981. In 1982, 70 units + 30% of the unused units of the 135 could be used, and in 1983 there could be 118 units used. Commissioner Ochs asked that these numbers be added to the amendment prior to execution and Mike Furen agreed. Motion to approve the extension carried unanimously subject to the addition of the numbers.

12. LIFT STATIONS ELECTRICAL OUTLET BID AWARD

The Commission had discussed at the workshop bids recieved for electrical modification of all 39 lift station switch panels to enable hookup and use of the new diesel generator for emergency power supply. Town Manager Allgire said the Administration recommended acceptance of the low bid from J&J and Sons Electrical Co., Inc. of Myakka City. The amount was \$19,588 which was \$1,248 over the budget estimate but there are funds available in the budget to pay the bid amount. The Finance Director had filed a certificate of availability of funds. It was moved by Fernald, seconded by Riter to award the contract to the low bidder as stated above. Motion carried unanimously.

13. TIDES OF LONGBOAT TEMPORARY C.O. APPROVAL

As discussed at work session, it was moved by Seegel, seconded by Bell to approve a temporary certificate of occupancy for the Tides of Longboat, 5555 Gulf of Mexico Drive, subject to their compliance with the Staff punch list of items to be completed. Motion carried unanimously.

which stated the entire island of Longboat Key would be included in the erosion control study now under way and that the Town would be kept advised of the results. Miriam Greenberg, secretary of the Beach Owners Assn., stated the Corps of Engineers had said they would welcome letters from citizens about putting sand at any place on Longboat Key and would be interested in their points of view. Mayor McCall stated he felt Commissioner Ochs had made a good start in trying to be sure Longboat Key was included in the receipt of sand from the New Pass dredging project and that it would be a good idea for the Beach Owners Assn. to pursue it, make recommendations and get the proposition a little better before the Town Commission. He felt the consensus was to abandon the idea of trucking sand to the beach across from Bayport and Beach Harbour Club.

4. DUNE WALKOVER ORDINANCE DISCUSSION

Town Manager Allgire responded to a request from the Beach Owners Assn. that the Town consider an ordinance requiring dune walkover structures. He stated that the Coastal Zone Element of the Comprehensive Plan recommends the Town require dune renourishment, vegetation renourishment and dune walkover structures. Mr. Allgire stated he did not know whether an ordinance to require dune walkovers would affect existing developments, but he felt the Beach Owners Assn. could encourage dune walkovers if an ordinance could not require them. The Town Attorney stated that some ordinances, such as fire regulations for health, safety and welfare can be applied to existing developments, but he would have to do some research to determine whether it could be done for dune walkovers. Mayor McCall asked Mr. Whitesell to do the necessary research and stated the Commission would take it up again when it is done.

5. ANSEL GROWTH AGREEMENT EXTENSION REQUEST

The Town Manager had distributed to the Commission copies of a letter requesting extension of the building permit allocations for 1979 and 1980 for the Ansel properties through the year 1981. He stated the request was based on the possibility there still might be an opportunity for discussion of transfer of land and transfer of density. They have not used any of their presently allocated units. Commissioner Ochs pointed out that the agreement for 1980 still has 10 months to run and if it turns out the Commission does not adopt a transfer of density ordinance (which at present is before the P&Z Board for study and recommendation) there would be no point in granting the extension. There was general agreement to delay any action until the transfer of density ordinance got farther in processing procedures to see if an extension was necessary.

Meeting was recessed at 2:50 PM while the Commission went into workshop session and reconvened at 3:30 PM.

6. LONGBOAT KEY CLUB GPD SPECIAL MEETING CALLED

During the work session immediately preceding resumption of this meeting the Town Manager had brought out several ways in which the proposed final development plan for Arvida's resort hotel was not in compliance with the Resolution of Approval (76-7) for the Outline Development Plan. The Commission discussed having a meeting with Arvida representatives to try to bring these points into compliance. It was moved by Jenkins, seconded by Riter that the Town Manager be authorized to set up the necessary meetings to conform the thinking of the Town Commission and if he sees it necessary to call in any Commissioner or more than one Commissioner that he be authorized

LAW OFFICES

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

POSTAL DRAWER 4195

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BRADENTON, FLORIDA 33505

(813) 366-6222

(813) 748-4924

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

IN REPLY ADDRESS FIRM AT
SARASOTA OFFICE

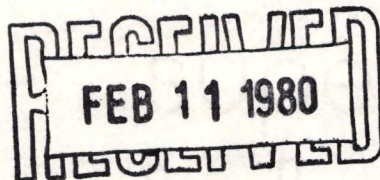
February 8, 1980

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

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

Re: Jerome V. Ansel

Dear Wayne:



As indicated to you during our meeting with Jerry Ansel and Jack Whelan on Wednesday, in order for us to continue negotiations with the Town, it will be necessary for Jerry to have the option of extending the 1979 and 1980 permit allocation into 1981.

You will recall that the Town previously extended the 1979 allocation until December 31, 1980. The 1980 allocation, of course, would expire at that time as well.

In order to remove the time pressures on Jerry created by the permit allocation and allow the parties additional time to see if the negotiations can be successfully concluded, we are requesting this additional extension.

Therefore, in accordance with our discussions, I am enclosing the original and two copies of a Third Amendment to Agreement which extends at Jerry's option the 1979 and 1980 permit allocation to 1981.

Although the Third Amendment is in the same form we previously utilized, I have sent a copy to Welch Whitesell for his review.

Please call me if you have any questions.

Cordially,

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

Michael J. Furen

cc: I. W. Whitesell, Jr., Esq., w/ enc.
Jerome V. Ansel

*Growth Agreement
PVS*

cc CF letter only

CF letter only

08/11/80

MJE:hr