

19.50 Rec.  
2,880.00 State

3

558605

*[Signature]*

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 TO  
RECORDS SECTION, COUNTY CLERK'S OFFICE

60 *[Signature]* 60

CONVEYANCE FOR \$2,890.  
RECORDED TO  
RECORDS SECTION, COUNTY CLERK'S OFFICE  
60 *[Signature]* 60

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. Furca  
Witness #2 Signature

Michael J. Furca  
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.

JEROME V. ANSEL  
Ester Ansel Attorney 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  
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\MPA\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, FLA.  
JUN 10 4 21 PM '92

LAW OFFICES

CHRISTIANSEN, DEHNER & WATTS, P.A.

700 SARASOTA QUAY  
SARASOTA, FLORIDA 34236

SCOTT R. CHRISTIANSEN  
H. LEE DEHNER  
DANA J. WATTS

FILE  
TELEPHONE  
(813) 957-0153  
TELECOPIER  
(813) 364-8641

June 4, 1990

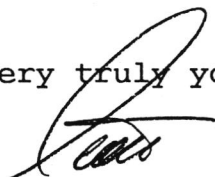
Ms. Pat Arends  
Town Clerk  
Town of Longboat Key  
501 Bay Isles Road  
Longboat Key, FL 34228

Re: Ansel Sale to Town of Longboat Key

Dear Pat:

Enclosed are the owner's title insurance policies in this matter. They should be kept with the original recorded deeds previously provided to you. Should you have any questions, please feel free to call me.

Very truly yours,



Scott R. Christiansen

SRC/dht  
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.  
Charles J. Kovaleski

*President*

ward to the matter or matters for which such prompt  
is required; provided, however, that failure to notify sh  
o case prejudice the rights of any such insured under  
policy unless The Fund shall be prejudiced by such failure  
hen only to the extent of such prejudice.

(c) The Fund shall have the right at its own cost to insti  
nd without undue delay prosecute any action or procee  
do any other act which in its opinion may be neces

**S E R I A L**

**OPM- 461261**

## 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.

OWNERS  
TITLE INSURANCE  
POLICY

Attorneys'  
Title Insurance Fund,  
Inc.  
ORLANDO, FLORIDA

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

## OWNER'S FORM

## Schedule A

Policy No.:  
OPM-461261

Effective Date:  
May 4, 1990 at 4:58 p.m.

Agent's File Reference:  
Ansel 7531-773 (MJF)

Amount of Insurance: \$ 1,600,000.00

1. Name of Insured:

TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation of the  
State of Florida

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 1296, Page 1135, of the Public Records of Manatee County, Florida.

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

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 right of way of Gulf of Mexico Drive, less and excepting therefrom, however, the Westerly 400 feet thereof and all existing rights of way, if any.

ISSUED BY

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

NAME OF AGENT

2033 Main Street - Postal Drawer 4195

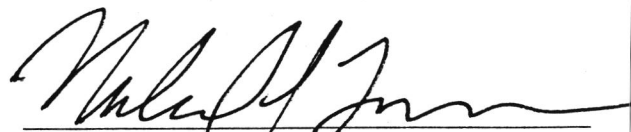
MAILING ADDRESS

1123

AGENT NO.

Sarasota

CITY

  
AGENT'S SIGNATURE  
Michael J. Furen

, Florida

34230

ZIP

FUND OWNER'S FORM

**Schedule B**

Policy No.: OPM-461261

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

1. Taxes for the year of the effective date of this policy or guarantee 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.

NOTE: Items 2 and 5 above are hereby deleted.

6. Matters shown on the Plat recorded in Plat Book 7, Page 16, of the Public Records of Manatee County, Florida.
7. Easement granted unto Florida Power 7 Light Company recorded in Deed Book 122, Page 436, and Deed Book 126, Page 363, of the Public Records of Manatee County, Florida.
8. Subject to any and all residual royalty rights of Coastal Petroleum Company, or its assigns, resulting from any agreements with the Trustees of the Internal Improvement Trust Fund of Florida.
9. The rights, if any, of the public to use as a public beach or recreational area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line or other apparent boundary line separating the publicly used area from the upland private area.
10. Riparian and littoral rights are neither guaranteed nor insured.
11. The 10 foot wide non-exclusive and perpetual pedestrian access easement described in Trustee's Deed dated May 4, 1990 and recorded May 4, 1990 in Official Records Book 1296, Page 1135, of the Public Records of Manatee County, Florida.
12. Subject to the rights of the United States Government and the State of Florida with respect to any portion of the aforesaid land lying under or within navigable waterways.
13. Title to no portion of the subject property lying below the ordinary high water mark of any navigable water body is insured.

# 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.

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 endorsement 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.

## 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.