

**AMENDMENT TO 1992
STIPULATION AND ORDER**

WHEREAS, the Town of Longboat Key, Florida (hereinafter the "Town"), and the Longboat Key Club, a Florida limited partnership, individually and as successor in interest to Shannon Hotel Group, Inc. (hereinafter the "Key Club") desire to amend the **STIPULATION AND ORDER** dated the 16th day of July, 1992, IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR SARASOTA COUNTY Case Number 90-1996-CA-01;

WHEREAS, the Parties recognize the following amendments to the **STIPULATION AND ORDER** serve the public interest of the citizens of the Town, the best interest of the members of the Key Club, are necessary and in the best interest of the Town; and

WHEREAS, the Parties desire to amend the **STIPULATION AND ORDER** to allow the guests at the proposed hotel to be developed in accordance with Ordinance 2009-25, while occupying their accommodation, to have the right to play golf on Islandside and Harbourside golf courses; and

WHEREAS, the Parties desire to also amend the **STIPULATION AND ORDER** in recognition of certain improvements and understandings concerning the relationship of the parties.

NOW, THEREFORE, in consideration of mutual obligations and promises contained herein and for Ten Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The whereas clauses set forth above are true and correct and hereby ratified and affirmed.

2. The last sentence of Paragraph 1 E. of the **STIPULATION AND ORDER** is hereby deleted.

3. Paragraph 6 of the **STIPULATION AND ORDER** is amended to read as follows:

6. Key Club represents, and the Town acknowledges, without prejudice, that the Club Facilities could not economically operate to full capacity at the time of the 1992 Stipulation and Order without opening membership to non-Longboat Key residents pursuant to the provisions of Section 2.3.A.2 of Resolutions 80-21 and 81-13. The parties agree, if in the future circumstances exist to cause the Town to believe that the Club Facilities are economically operating to full

capacity, then either party may serve notice contemplated in Paragraph 19 on the other, and attempt resolution pursuant to Paragraph 13. The parties agree that neither party's right to seek interpretation of Resolution 81-13 and 80-21 relative to the issue of economic capacity/non-resident membership and the issue of Inn on the Beach utilization of Harbourside is prejudiced by this provision, and the parties may seek an interpretation if they deem appropriate.

4. The **STIPULATION AND ORDER** is hereby amended to allow for play by guests staying at a proposed hotel to be developed in accordance with Ordinance 2009-25. It is the intent of this provision that if the Town grants approval of the hotel, guests staying in the proposed hotel building and the guests of the Key Club in the tourism units in the hotel building, shall be allowed to play the 18 holes on the west side of Gulf of Mexico Drive (Islandside Golf Course) and the 27 holes on the east side of Gulf of Mexico Drive (Harbourside Golf Course) only under the following terms and conditions:

- a. Advanced tee times may be made one-day in advance.
- b. From November 1 to May 1 of each year, tee times and play are permitted at both Islandside and Harbourside so long as all 45 holes are available for play by members.
- c. From May 2 to October 31, tee times and play are permitted on both courses so long as at least 27 holes are available for play by members.
- d. If 45 holes are not available for play by members between November 1 to May 1 of each year or 27 holes are not available for play by members from May 2 to October 31 of each year, guests of the new hotel may not play either course.
- e. If a shot-gun tournament (a tournament where play begins on multiple holes simultaneously) is booked in advance for more than 50 guests at the new hotel, membership must be notified at least one month in advance of the event and all 45 holes must be available for play by the members at the time of the tournament.
- f. In addition to the rights set forth in Paragraph 1(e) of the **STIPULATION AND ORDER**, the Town Manager shall have the right to examine the extent of all play by guests of the new hotel on all golf courses.
- g. The Town Manager may grant a waiver of the requirements of Paragraph d above if he finds under the totality of the circumstances that the rights of the members to play the courses are not unreasonably restricted. The grant of a waiver shall not be unreasonably withheld. Any aggrieved

party may appeal the determination of the Town Manager to the Town Commission upon written notice within two (2) business days of the decision and the Town Commission may within ten (10) days thereafter, overturn the decision of the Town Manager by a vote of at least five (5) members. If the Town Commission fails to act within the prescribed time, the decision of the Town Manager is affirmed.

- h. If the Town has cause to believe that paragraph 4 hereof has been violated, the Town shall give notice pursuant to Paragraph 13. The relief under Paragraph 13 shall include all remedies available at law or in equity.
- i. This paragraph is specifically contingent upon approval of Ordinance 2009-25 of a new hotel with conditions acceptable to Key Club and is further conditioned upon Key Club constructing the new hotel within the time periods set forth in Ordinance 2009-25 as may be amended. Nothing herein shall be construed to obligate the Town to pass Ordinance 2009-25 or grant the request of the Key Club to build the new hotel.

5. Except as modified herein, the **STIPULATION AND ORDER** shall remain in full force and affect. Any specific conflict between this Amendment to the **STIPULATION AND ORDER** and any relevant Ordinance or Resolution of the Town shall be resolved in favor of the Ordinance or Resolution.

6. This Amendment to the **STIPULATION AND ORDER** shall be signed by Key Club within ten (10) days of passage by the Town Commission. Failure to execute this Amendment within ten (10) days shall render it null and void without further force or effect and the **STIPULATION AND ORDER** shall be deemed to have not been amended.

7. This Amendment to the **STIPULATION AND ORDER**, upon full execution, shall be recorded in the Official Records of Sarasota County, Florida.

Approved this _____ day of _____, 2010.

WITNESS:

KEY CLUB ASSOCIATES, LIMITED
PARTNERSHIP

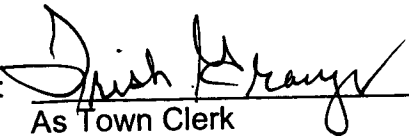
By: _____

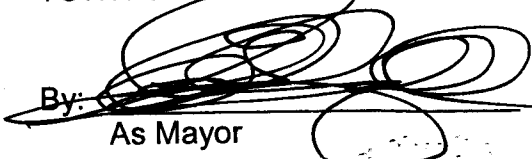
By: _____
Its: _____

By: _____

ATTEST:

TOWN OF LONGBOAT KEY

By: 
As Town Clerk

By: 
As Mayor

Approved as to Form:

By: 
As Town Attorney



3462-1/mjb

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR SARASOTA COUNTY

TOWN OF LONGBOAT KEY, FLORIDA,
a municipal corporation,

Plaintiff,

vs.

Case No. 90-1996-CA-01

KEY CLUB ASSOCIATES, LIMITED
PARTNERSHIP, a Florida limited
partnership,

Defendant,

and

THE INN-ON-THE-BEACH ASSOCIATION,
INC.,

Intervening Defendant.

RECEIVED

SEP 28 1992

A.B.C.P.C.

_____/

FINAL ORDER OF DISMISSAL WITHOUT PREJUDICE
OF COUNTERCLAIM
AND APPROVAL OF STIPULATION AND SETTLEMENT

THIS CAUSE having come before the Court on the documents entitled "Stipulation and Order" and "Modification of Paragraph 22 of Stipulation and Order" of the parties, and the Court being fully advised, it is hereby

ORDERED that the "Stipulation and Order" and "Modification of Paragraph 22 of Stipulation and Order" attached hereto as Exhibit "A" are hereby approved, adopted and made a part hereof; and it is further

ORDERED that the Counterclaim filed by KEY CLUB is hereby dismissed without prejudice, with each party to bear its own costs and attorneys' fees incurred.

DONE AND ORDERED this 24 day of Sept, 1992
in Sarasota County, Florida.

BECKY A. TIERB

Circuit Judge

cc: Jim D. Syprett, Esquire
Steven J. Chase, Esquire
David A. Wallace, Esquire

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR SARASOTA COUNTY

TOWN OF LONGBOAT KEY, FLORIDA,
a municipal corporation,

Plaintiff,

vs.

Case No: 90-1996-CA-01

KEY CLUB ASSOCIATES, LIMITED
PARTNERSHIP, a Florida limited
partnership,

Defendant,

and

THE INN-ON-THE-BEACH ASSOCIATION,
INC.,

Intervening Defendant.

TOWN OF LONGBOAT KEY, FLORIDA,

Plaintiff,

vs.

Case No: 91-5762-CA-01

KEY CLUB ASSOCIATES, LIMITED
PARTNERSHIP, a Florida Limited
partnership, et al.,

Defendants.

STIPULATION AND ORDER

WHEREAS, the Plaintiff, Town of Longboat Key, Florida (herein Town), and the Defendants, Key Club Associates, Limited Partnership and Shannon Hotel Group, Inc. (herein jointly referred to as Key Club), desire to resolve the above-styled actions, including all

LYUIRIT A!

appeals, and resolve other related issues as referred to in this Stipulation; and

WHEREAS the Court in Case No. 90-1996-CA-01 has granted the Defendant's Motion for Summary Judgment by Order dated July 1, 1991, which the Town has appealed and which appeal has been resolved by entry of a PER CURIAM Opinion affirming the decision of the Trial Court; and

WHEREAS the Inn-On-The-Beach Association, Inc. is no longer a party in Case No. 90-1996-CA-01 as a result of the affirmance of the appeal; and

WHEREAS the parties desire to amicably resolve the pending Counterclaim in Case No. 90-1996-CA-01; and

WHEREAS the parties desire to amicably resolve the Complaint and Counterclaim pending in Case No. 91-5762-CA-01, and

WHEREAS the parties desire to amicably resolve the Complaint and Counterclaim pending in Case No. 91-1573-Civ-T-17B in the United States District Court, Middle District of Florida, Tampa Division, it is hereinafter,

STIPULATED AND AGREED as follows:

1. In order to provide a procedure so that Key Club can readily establish, and the Town may readily ascertain, that Key Club is in compliance with the membership requirements of Town Resolutions 80-21 and 81-13, it is agreed as follows:

A. Key Club will maintain a membership list by category of type of membership;

B. The membership lists maintained by Key Club shall designate whether the member is a resident of Islandside GPD, Bay Isles PD, a resident of Longboat Key but not a resident of either the GPD or PD, or off-Key member (non-resident of Longboat Key).

C. Key Club shall maintain a waiting list designating the nature of membership requested and the residence location of the requesting person by category designated in "B" above;

D. Key Club will maintain a list of all prospective members who have submitted an application for membership and have been rejected:

E. The lists provided for herein may be reviewed at the offices of Shannon Hotel Group during regular business hours by a Town representative upon not less than two, nor more than five days notice. The lists shall not be copied by the Town, shall not be considered a Town record, but rather a private record of Key Club, and shall not be considered a public record open for inspection by the public. The provisions of this paragraph are not intended to prejudice rights, if any, which Town may have to request production of membership lists, if relevant, to issues in litigation between the parties hereto. If the Town's privilege to review these records as provided for in this Stipulation, is successfully challenged in a lawsuit by a third party as a basis to make the membership lists public records, then this privilege of review shall terminate.

2. The parties agree that Resolutions 75-27, 76-7, 80-21 and

81-13 are valid, binding and enforceable, and that the open space designated thereunder will be maintained as such in accordance with the Open Space Agreements recorded in Official Records Book 1309 at Page 1207 in and for the public records of Sarasota County, Florida for Islandside GPD, and in Official Records Book 1997 at Page 0011 in and for the public records of Sarasota County, Florida for Bay Isles PD.

3. Guests at Inn-On-The-Beach shall have the right to play golf on Harbourside golf course, as more specifically conditioned in this Paragraph. At Harbourside, tee times may not be reserved for guests at Inn-On-The-Beach from January 1 through April 30, more than one (1) day before the day of play. Additionally, tee times may not be reserved for guests at Inn-On-The-Beach before 10:00 A.M. from February 1 through March 31. This tee time scheduling rule applies to group bookings and non-group booking guests when reserving tee times at Harbourside. The advance tee time reservation practice for group bookings on Islandside shall not apply to Harbourside. The only exception to the limits on play by Inn-On-The-Beach guests at Harbourside will be to accommodate those guests (group and non-group bookings) when Islandside golf course is closed for required maintenance. In that event, Inn-On-The-Beach guests (group and non-group bookings) will be allowed to play Harbourside pursuant to the same tee time booking rules that apply to the Islandside course.

4. Notwithstanding anything herein to the contrary, the Town

reserves the right in the future, to challenge Key Club's right to have Inn-On-The-Beach guests play Harbourside, if the play as agreed to in Paragraph 3 hereof results in a level of use that violates the member use provisions of Resolution 81-13. In that event, the parties agree to provide notice pursuant to Paragraph 19, and attempt resolution pursuant to Paragraph 13, and if litigation results, neither party is prejudiced by the limited utilization of Harbourside allowed by Paragraph 3 hereof in seeking an interpretation of Resolution 81-13 which that party deems proper.

5. Except for guests at Inn-On-The-Beach Resort Condominium Hotel, no hotel guests at any of the hotel establishments or short-term rental facilities located on or off Longboat Key, will be allowed golfing privileges on either Islandside or Harbourside.

6. Key Club represents, and the Town acknowledges, without prejudice, that the Club Facilities cannot economically operate to full capacity at the present time without opening membership to non-Longboat Key residents pursuant to the provisions of Section 2.3.A.2 of Resolutions 80-21 and 81-13. The parties agree, if in the future circumstances exist to cause the Town to believe that the Club Facilities are economically operating to full capacity, then either party may serve notice contemplated in Paragraph 19 on the other, and attempt resolution pursuant to Paragraph 13 and if litigation results, then Key Club is released from the limitations on Inn-On-The-Beach play on Harbourside as provided in Paragraph 3

hereof, and the parties agree that neither party's right to seek interpretation of Resolution 81-13 and 80-21 relative to the issue of economic capacity/non-resident membership and the issue of Inn-On-The-Beach utilization of Harbourside, is prejudiced by this provision, and the parties may seek an interpretation they deem appropriate.

7. The Town agrees that Key Club may offer memberships to off-Key residents pursuant to Paragraph 6 and allow upgrades of membership of off-Key residents provided that Key Club does not deny any resident of Longboat Key the opportunity to join the Club because of unavailability of annual memberships.

8. The available annual memberships in the Club Facilities shall be made available to new applicants in the following priority:

A. Residents of Longboat Key shall have first priority for available annual memberships. Memberships held by residents of Longboat Key shall comply with the percentage requirements stated in Section 2.3.A.2 of Resolutions 80-21 and 81-13.

B. Off-Key residents shall have second priority for available annual memberships pursuant to Section 2.3.A.2 of Resolutions 80-21 and 81-13..

9. Key Club will make its course use statistics which are kept on a monthly basis, available for semi-annual review by the Town during the months of July and January, under the same conditions as stated in Paragraph 1E.

10. The provisions of Resolutions 80-21 and 81-13, section 2.e.A. do not prohibit Key Club from reviewing credit worthiness of new applicants and rejecting any such applications not meeting Key Club's credit qualifications.

11. The parties agree that the Memorandum of Understanding (MOU) of December 18, 1986 and the Amended Memorandum of Understanding of September 22, 1988 (AMOU) shall be deemed null and void and without any force and effect upon full execution of this Stipulation and entry of Order approving same.

12. In the event any third party shall challenge any provision of this Stipulation, the parties hereto agree to defend the validity of all provisions of this Stipulation. In the event any provisions of this Stipulation is ruled by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall continue in full force and effect.

13. In the event good faith disputes arise between the parties under this Stipulation, the parties agree that, prior to filing any litigation, the parties shall make a good faith effort to hold meetings and resolve such disputes. Upon failure to resolve any dispute, the matter shall be submitted to professional mediation as a condition precedent to the filing of an action in a court of competent jurisdiction for specific performance, injunction, termination of this Stipulation or such other relief that is permitted by law or equity.

14. This Stipulation shall inure to the benefit of, and be

binding upon, Key Club, their respective successors and assigns, and the Town.

15. The parties agree that upon full execution of this Stipulation and entry of the Order approving same, the Counterclaims filed by Key Club in Case No. 90-1996-CA-01 and Case No. 91-5762-CA-01, shall be deemed dismissed, without prejudice, each party to bear its own costs and attorneys' fees.

16. The parties agree that upon full execution of this Stipulation and entry of the Order approving same, the Complaint filed by the Town in Case No. 91-5762-CA-01 shall be deemed dismissed without prejudice, each party to bear its own costs and attorneys' fees.

17. Any item not specifically addressed in this Stipulation shall be conclusively deemed not to have been considered by the parties in this Stipulation, and said item shall be controlled by the terms and provisions of Resolutions 75-27, 76-7, 80-21 and 81-13.

18. Notwithstanding anything to the contrary contained herein, and particularly Paragraph 3, the terms and provisions of this Stipulation shall, in no way, prejudice the rights of the parties to seek interpretation of Resolutions 75-27, 76-7, 80-21 and 81-13. In the event the Town and Key Club differ as to the interpretation of the Resolutions and the Town legally seeks enforcement or interpretation of the Resolutions, Key Club reserves the right to raise all available defenses and counterclaims, including, but not

limited to, constitutional challenges to the resolutions as interpreted, applied and written, and said defenses and counterclaims are in no way prejudiced by the provisions and terms of this Stipulation. Consistent with Paragraph 3, Key Club agrees it will not initiate litigation to invalidate said Resolutions except as otherwise provided in this Paragraph as affirmative defenses or counterclaims.

19. If either party believes the other has violated the terms of this Stipulation, then written notice shall be delivered to that party to allow for cure by that party within thirty (30) days of the date of notice of the alleged violation. If not cured within thirty (30) days, then the parties shall proceed pursuant to Paragraph 13. Notice hereunder may be delivered by hand, or registered mail, return receipt requested to:

As to the Town:

Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 342328

As to Key Club:

Shane Eagan or Tom Rasmussen
Shannon Hotel Group
444 Gulf of Mexico Drive
Longboat Key, Florida 34228

Notice contained herein shall be a condition precedent for invoking provisions of Paragraph 13 and bringing any action at law or in equity. Notice is deemed effective on date of receipt.

Names and addresses of notices may be changed by written notice given the other party under the above notice procedures.

20. This Stipulation, upon execution and entry of the Order approving same, shall be recorded in the public records of Sarasota County, Florida.


21. Key Club represents that it does not manage or control The Inn-On-The-Beach Association, Inc.


22. The parties agree that upon full execution of this Stipulation and entry of the Order approving same, Key Club shall dismiss, with prejudice, its Complaint, and the Town, A. Hart Wurzburg and Albert Green shall dismiss, with prejudice, their Counterclaims in Case No. 91-1573-Civ-T-17B pending in the United States District Court, Middle District of Florida, Tampa Division.

Dated this 16th day of July, 1992.

See modification attached

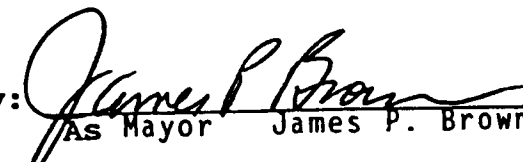
SIGNED IN THE PRESENCE OF:



David P. Persson


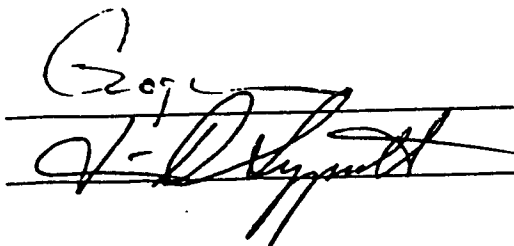
Donna H. Spencer

TOWN OF LONGBOAT KEY, FLORIDA


By: 

As Mayor James P. Brown

SHANNON HOTEL GROUP, INC., as
general partner of
KEY CLUB ASSOCIATES, LIMITED
PARTNERSHIP



W. SHANE EAGAN

By: 

As President of Shannon
Hotel Group, Inc.
W. SHANE EAGAN

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

TOWN OF LONGBOAT KEY, FLORIDA,
a municipal corporation,

Plaintiff,

vs.

CASE NO: 90-1996-CA-01

KEY CLUB ASSOCIATES, LIMITED
PARTNERSHIP, a Florida limited
partnership,

Defendant.

and

THE INN-ON-THE-BEACH ASSOCIATION,
INC.,

Intervening Defendant.

TOWN OF LONGBOAT KEY, FLORIDA,

Plaintiff,

vs.

CASE NO: 91-5762-CA-01

KEY CLUB ASSOCIATES, LIMITED
PARTNERSHIP, a Florida limited
partnership, et al.

Defendants.

MODIFICATION OF PARAGRAPH 22 OF "STIPULATION AND ORDER"

The TOWN has advised KEY CLUB that AL GREEN refuses to dismiss his Counterclaim in Case No. 91-1573-CIV-T-17B pending in the United States District Court, Middle District of Florida, Tampa Division, as per the requirements of Paragraph 22 of the "Stipulation and Order". In light of GREEN's refusal to comply

with the terms of the "Stipulation and Order" adopted by the Town Commission on July 6, 1992, the TOWN and KEY CLUB agree as follows:

A. KEY CLUB waives the requirement that AL GREEN dismiss with prejudice his Counterclaim in Case No. 91-1573-CIV-T-17B in United States District Court, Middle District of Florida, Tampa Division, so this settlement with the TOWN, WURZBURG and other Defendants may proceed to conclusion.

B. The Counterclaim filed by ALBERT GREEN is not an action on behalf of the TOWN. The TOWN has settled and released all claims against KEY CLUB, et al., arising from the events that are the subject of the conspiracy suit and the filing of the conspiracy suit, and has dismissed with prejudice the TOWN's Counterclaim.

Except as specifically provided herein, all provisions and conditions of the "Stipulation and Order" remain unchanged.

DATED this 16th day of July, 1992.

Signed in the presence of:

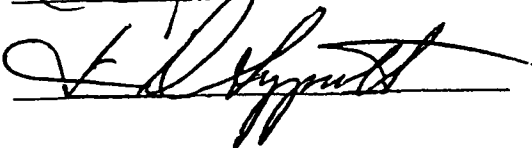


David P. Persson

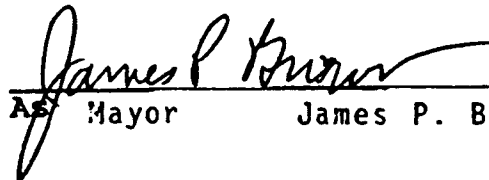


Donna H. Spencer



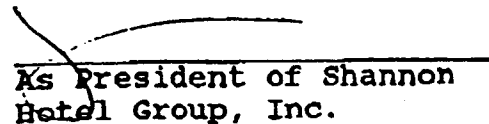


TOWN OF LONGBOAT KEY, FLORIDA

BY: 

As Mayor James P. Brown

SHANNON HOTEL GROUP, INC.,
AS GENERAL PARTNER OF KEY
CLUB ASSOCIATES, LIMITED
PARTNERSHIP

By: 

As President of Shannon
Hotel Group, Inc.

W. SHIMU MESHAD

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 16th day of July, 1992, by James P. Brown, as Mayor of the Town of Longboat Key, Florida, who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath.



Donna H. Spencer
Notary Public
Print Name: Donna H. Spencer
Commission: 1-12-96
501 Bay Isles Road
Longboat Key, FL

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 24th day of July, 1992, by W. Shane Eagan, as President of Shannon Hotel Group, is personally known to me or who has produced _____ as identification, and who did (did not) take an oath.

Mindy DiFrank
Notary Public
Print Name: Mindy DiFrank
Commission: _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 18, 1993
BONDED THRU HUCKLEBERRY & ASSOCIATES

sentence could read, "or transfer membership to a non-equity club." Mr. Chase agreed assuming it was still a non-equity club in existence at the time.

cc
2 Mayor

Mr. Stewart stated it was his understanding of the resolution that anyone who was a member could not be terminated unless the rules were violated, i.e. nonpayment of dues, etc. If the Club ownership shifted from Arvida to some other company or to the Town or to a group of members who also have membership, that would not violate the obligation of whoever owned the Club to maintain the membership of the ones there. Mr. Hughes stated, in his opinion, Mr. Chase was seeking future assurance for some future situation which had not yet arisen and what they had done so far had not violated the resolutions. If and when a violation occurred, the Town would take action at that time.

Mr. Chase stated he was concerned that individuals who signed this membership form might not have his rights fully protected under the resolutions. Mr. Hughes stated one could not look ahead to Arvida's possible future problems and stated he didn't know of anything the Town could do to persuade Arvida to accept Mr. Chase's statements. Town Attorney Christiansen agreed and stated the key statement was III. (renewal form), "Notwithstanding anything to the contrary...." in which the resolutions were to be complied with regardless of what anybody else says. That was the crux of the Town's position, that the Town was going to enforce the resolutions regardless of what the application said. Neither the Town nor the members were giving anything up or conceding that the application somehow varied what the resolution required. Discussion with Mr. Chase continued who stated that because of the ambiguity of the resolutions, members who signed the revised renewal form could be waiving certain rights. Commissioner Hulderman agreed that the Commission should not discuss some hypothetical future event until it happened. Mrs. Fernald suggested a discussion at the next workshop for hiring a certified engineer paid for by Arvida to survey in detail the open space guaranteed to all residents of Bay Isles or GPD, and what effects both a possible sale and the use of that club would have on open space. She stated an engineer should conduct a survey to see how much open space and recreational space there actually is for people. For unless a person belonged to the Club, it would be difficult to find open recreational facilities.

Mr. Stewart stated that Arvida, under this application, would have the right to determine a membership form which was not to say that this would be the same as other equity type ownership in some other club. Arvida (and the Town as well) had to take into account the resolutions, and if the resolutions said membership could not be terminated without certain conditions, the Town will see that was complied with.

26-18

AC
Pls mail copy of mins
to Ham. spec. of 1/6/87 did
cc Van Vort
9/24/87

MINUTES OF SPECIAL MEETING OF LONGBOAT KEY TOWN COMMISSION,
DECEMBER 18, 1986 AT 4:30 P.M.

Meeting called by notice given at the meeting immediately preceding the special meeting and so recorded in the minutes of that meeting in accordance with Article II, Section 15 of the Town Charter.

Present: Mayor Stewart, Vice-Mayor Hughes, Commissioners Fernald, Hulderman, Pollock, Ross

Absent: Commissioner Edmundson

Also Present: Town Manager Cox, Town Attorney Christiansen, Planning Director Gumula, Acting Town Clerk Buttner, Deputy Clerk Arends

There being a quorum present, the meeting was in order.

The meeting came to order at 4:31 P.M.

It was moved by Hughes, seconded by Pollock, that the Mayor be authorized to sign the Memorandum of Understanding and Agreement, Longboat Key Club, with the other party being Arvida Corporation. The agreement to be signed and dated today.

Mrs. Fernald asked if this would jeopardize the Longboat Key Club membership renewal form; Mr. Hughes said no. Mr. Pollock asked if #7 on the Memorandum of Understanding applied to present off-Key residents. Mr. Hughes said #7 applied only to new memberships, the others were "grandfathered" in. Motion carried on roll call vote: Fernald, aye; Hughes, aye; Hulderman, aye; Pollock, aye; Ross, aye; Stewart, aye.

Vice-Mayor Hughes thanked two members of the Tennis Association for their help and cooperation in this matter: Former Commissioner Hamilton Dashiell and Mr. Harold Schneider.

Mayor Stewart declared the meeting adjourned at 4:35 P.M.

CM Stewart

Carleton M. Stewart, Mayor

Sheila Buttner

Sheila Buttner, Acting Town Clerk

MORWAY PICKET 603 Longboat Club Road Longboat Key, Fl. 33548

December 12, 1986

RECEIVED

DEC 11 1986

TOWN MANAGERS OFFICE

Town Commission
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 33548

Dear Commissioners:

Re: Open "Developed" Land -
Recreational Facilities

This past Monday a local paper reported that Arvida had failed to meet the deadline to settle a controversy concerning dominion and use of recreational facilities in Longboat Key Club vis a vis the residents and Town Commission of Longboat Key. Having participated in one such controversy for many months and acquired familiarity with both the agreements and Town Resolutions governing the referenced matters, it is difficult for me to perceive that all bases were not clearly touched in those instruments. Consequently, I am concerned that anyone, least of all Arvida, perceives any omission or language in said instruments requiring correction or amplification.

It is essential to bear in mind throughout any review or discussion of the referenced subject that the residents of the Town of Longboat Key acting through the Town Commission granted the developer, Arvida a very valuable quid pro quo - the transfer of density from the developed "open" land to a proposed building site zoned for a smaller number of units. This is seen clearly from a reading of the copies of the enclosed papers designated Items 1, 2 and 3, which resulted in the separate agreement to maintain the golf course now called "Islandside" as a golf course for 99 years and thereafter for as long as required by two thirds of the adjacent owners in said units of Longboat Key Club. The recorded agreement is in the files of the Town Clerk.

For your convenience of reference to the provisions of the Town Resolutions which treat with preference and priority of use by the Town's residents, the pertinent provisions excerpted therefrom are hereinafter set forth in full.

On the 5th day of May 1976 the Town passed Resolution No. 76-7, consented to by Arvida, paragraph 6 of which provides:

"That the plan has sufficient terms and conditions to protect the interest of the public and the residents and owners of the planned unit development xxx "

In the conditions attached to and made part of the Resolution it is provided in paragraphs 9 and 10:

9. The necessity for protecting present and future residents of the Town from the burden of assuming the cost of certain facilities and services that should be borne by this development is recognized by this paragraph which sets out the responsibility for original construction of a facility and also sets forth provisions for bearing future maintenance costs of each facility, to wit:

MORWAY PICKET

Facility	Responsibility For Construction	Responsibility For Future Maintenance
Golf course, tennis courts and Club House facilities	Arvida Corp., or assigns	Arvida Corp., or assigns xxx

x x x

10. In order to efficiently carry out the future responsibility for maintenance of the various facilities, as hereinabove enumerated, Applicant shall have the right to create as many neighborhood property owners' associations and condominium associations as it may deem desirable and shall also have the right to form a master property owners' association comprised of all property owners in Longboat Key Club (either directly or by representation), which association shall be chartered as nonprofit corporations under the laws of the State of Florida and whose primary purpose shall be the operation, management and maintaining of those facilities designated for the use and benefit of the residents of Longboat Key Club.

x x x

14. "Either these restrictions or other appropriate documents to be recorded by applicant shall set forth assurances that all open space will be maintained as such in perpetuity.

15. All owners of residential property in the Longboat Key Club shall be eligible to apply for membership in all recreational facilities proposed for Longboat Key Club; provided, however, that this requirement shall not be deemed to excuse any such property owner, upon acceptance into membership of such club from full and complete compliance with appropriate club rules and regulations or from the payment of club dues.

On December 3rd 1980 Resolution No. 80-21 was adopted by the Town Commission. Among the other provisions, some of which modified Resolution No. 76-7, in respects other than above set forth, such dominion and use of the recreational facilities is further spelled out. In Section 3 entitled "Open Space" it is provided in part:

3. OPEN SPACE - The Town Commission hereby finds that the open space requirements of Ordinance No. 80-1 and the Zoning Code may be satisfied subject to the following conditions:
- A. That upon the adoption of Ordinance 80-9 amending Ordinance No. 80-1 as set forth in paragraph B, below, and the application of a fifty percent (50%) credit thereunder to the Longboat Key Club GPD district, the golf and tennis properties and facilities, hereinafter referred to as "Club facilities", shall be restricted as follows:

MORWAY PICKET

1. The Club facilities shall continue to be operated as private membership clubs and shall not be operated primarily as commercial enterprises open to the general public.
2. Arvida Corporation will agree that at least twenty percent (20%) of the memberships in the Club facilities will be made available to the residents of the Town of Longboat Key who do not reside in Longboat Key Club (GPD district) on the same basis as memberships are made available to residents of the Longboat Key Club GPD district. However, if memberships are not applied for by nonresidents of Longboat Key Club (GPD) to the extent such memberships become available under such agreement, then such memberships may be made available to residents of Longboat Key Club (GPD) or to nonresidents in order that the facilities may be economically operated to full capacity. Further, in the event memberships are not applied for by residents of Longboat Key Club (GPD) to the extent available under this agreement, then such memberships may be made available to additional nonresidents of Longboat Key Club (GPD) in order that the facilities may be economically operated to full capacity. Arvida Corporation agrees to establish waiting lists for residents of Longboat Key Club (GPD) and for residents of the Town who do not reside in the Longboat Key Club (GPD) with priority to be given to such membership applicants in accordance with the foregoing percentages. Although the existing condominiums known as "Longboat Key Towers", "The Privateer" and "Sands Point" are not a part of the GPD zoning district, since they are geographically encompassed within and lie adjacent to the GPD district, for the purposes of this paragraph the membership of owners of any units in these three condominiums and the club facilities shall be a part of the EIGHTY PERCENT (80%) of such memberships set aside for residents of the GPD district. No present or future member shall be precluded from renewal of his or her memberships solely to adjust the foregoing percentages, but adjustments shall be made solely through normal attrition of members.
3. No real property within Longboat Key Club (GPD) shall be assessed for the operation or maintenance of the Club facilities while such Club facilities are owned by Arvida Corporation, its successors or assigns. This provision shall not be deemed applicable in the event of transfer under the provisions of paragraph 4, below.
4. The Club facilities shall be owned and operated by Arvida Corporation. In the event the Club facilities are offered for sale, a right of first refusal shall be extended to the Town of Longboat Key (for a period of one hundred twenty (120) days) and then to Longboat Key Club Association, Inc., a Florida nonprofit corporation, for an additional term of thirty (30) days. In the event neither party exercises the right of first refusal, then Arvida Corporation shall be free to sell said Club facilities.

5. To the extent that memberships are available, Arvida Corporation, under the provisions of paragraph 2 above, shall not have the right to exclude any property owner in Longboat Key Club (GPD district) from membership in the Club facilities except for failure to pay financial obligations required of all club members or for violation of club rules and regulations which apply to all members.
6. The Arvida Corporation shall not have the right to exclude any present Town of Longboat Key resident member of the club except for failure to pay financial obligations required of all club members or for violation of club rules and regulations which apply to all members. Any member who changes his or her class of membership shall lose any priority rights to the former class of membership. The Club*facilities shall not form any new class of unlimited sports membership which will have rights or privileges equal or superior to the existing year round or seasonal sports memberships. ^x(Sic)

(All of the above underscoring added)

The language employed, inartistically but very clearly sets forth the purpose and intent that the Club facilities are to be operated and maintained by Arvida primarily for the use and benefit of the Town's residents. The Town's residents are accorded preference and priority of membership in private clubs and such members have preference and priority in use of such club facilities. This is manifest from the language "xxx The Club facilities (Sic) shall not form any new class of unlimited sports membership which will have rights or privileges equal or superior to the existing year round or seasonal sports membership."

Mr. Wilhelm of Arvida demonstrated his knowledge and understanding of the purport of said Resolutions, when just prior to the opening of Inn on the Beach he addressed a large number of golfing members at the Longboat Key Beach Club. He assured them that their priority of use of the golf facilities would not be disturbed inasmuch as no more than 120 units were expected to be placed in the hotel operation and that the guests would not be permitted to make advance times until the afternoon of the day such advance reservations for golf time are permitted to be made by the club members.

I accordingly submit:

1. Arvida created the recreational areas as a device for selling it's land or properties at a greater price than would otherwise be obtainable;
2. Arvida was permitted to transfer the zoning density accorded to it's recreational facilities to it's other lands thereby retaining the same intensity of development as previously existed; and

MORWAY PICKET

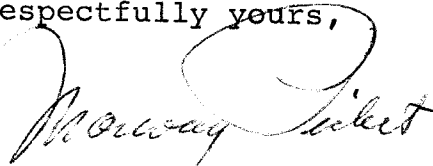
3. By intensifying the use of it's gulf and bayside land by installing recreational facilities on it's interior land areas Arvida increased the value thereof far beyond the cost of installing said recreational facilities.

Inasmuch as the foregoing was made possible by a grant of transfer of density by the Town Commission representing it's residents, it was incumbent upon the Commission to obtain a fair quid pro quo from Arvida for them and presently to retain such benefits for them.

I know many residents who considered the quid pro quo inadequate, and some still do. Inasmuch, as I convinced a large number of them to accept the fact that their interests were being protected by the Town Commission, I feel obligated to now call upon the Town Commission to enforce the aforesaid resolutions and, if necessary, to seek such injunctive relief as is available requiring Arvida to live up to it's end of the bargain.

If any of the covenants of said Resolutions are sought to be amended or vacated, adequate public notice thereof should be given to the Town's residents and the opportunity afforded them to be heard at an open public meeting of the Town Commission.

Respectfully yours,

A handwritten signature in cursive script that reads "Morway Picket". The signature is written in dark ink and is positioned below the typed name "Morway Picket".

(2a)

Item 1

Memorandum Re Proposed Golf Course Agreement

A land development with a golf course as its focal point and main attraction has been commonplace for many years. In the main, the land developer has recovered the cost of the land devoted to the golf course, as well as its construction cost, in the enhanced value of the surrounding building sites. Also, in reducing the time taken to sell the surrounding land, the developer's carrying charges were considerably reduced. The success of such early developments has led to a proliferation of like developments in the State of Florida.

The individual purchaser of a home or apartment adjacent to a golf course apparently never pauses to consider the possibility that the golf course may at any time be abandoned or converted to other purposes or uses which may not be to his liking and undoubtedly result in lessening the value and saleability of his property. And if he had paused to consider such possibility, at most all he would probably get from the developer's representative would be verbal assurances that it would always remain a golf course. However, such assurances are a shaky foundation for legal rights to the continued existence of a golf course. It is, therefore, important when the occasion presents itself for such individual owners to expend every effort to insure the perpetuity of the existence of the golf course.

There is presently before the Town Commission of Longboat Key the form of commitment of "open land" which will justify an allocation of dwelling units otherwise allotted to the "open land" to surrounding land. Arvida Corporation had declared its willingness to commit the Longboat Key Golf Course and other of its undeveloped land in Longboat Key Club to the "open land" requirement of the Zoning Ordinance, in return for an allocation of 16.9 Dwelling Units per acre to the Gulfside land fronting on Longboat Club Road. It appears that this Arvida commitment is about to be formalized by a written document in recordable form. The question is: "Will this proposed document insure the perpetual existence of the golf course without extensive and costly litigation?" e

We have been told that the proposed document will contain covenants by Arvida which will commit it to maintain the area of the golf course as "open land" but not as a golf course. Further, the enforcement of this covenant, which will have a life of 99 years, will require resort to the courts for injunctive relief. After the 99 year life of the covenants shall have expired, no change can be made in the status of such "open land" without the consent of owners of the adjoining land holding a 51 per cent or more interest in the total area thereof.

While, as a practical matter, the proposed instrument may prove to accomplish the objective--ensuring the existence of the golf course to such time as all owners and residents of Longboat Key may see fit to permit a different use--nevertheless, this may not be so. During the depression of the thirties and the period of World War II, many golf clubs folded and the land abandoned or converted to other uses.

Until said land was converted or restored as a golf course, years passed. During such latter years, said land became a community eye sore. Recently, in Sarasota, Forest Lakes Golf Course was well on its way to becoming such eye sore until adjacent property owners organized to buy the land and restore the golf course.

It is submitted that the proposed instrument does not fulfill the explanation given by Harry Adley, City Planner, at a public meeting before the Town Commission, and at its request, to justify the transfer of the 6 DU'S per acre from the Golf Course area to the Gulf side areas to permit the erection of approximately 300 plus DU'S on the 18.9 acres situated between Longboat Key Towers and the Privateer. He stated that Arvida had committed itself to maintaining the golf course as a golf course open to the people of the Town on condition that it could transfer part of the density factor applicable to the golf course to the adjacent Gulf side land under consideration. This, he stated, would benefit the residents of Longboat Key without cost to the Town. The emphasis was placed upon the public benefit, at no cost, resulting from the Town Commission permitting the developer to transfer density from the Golf Course to the Gulf side land. No member of the Town Commission took exception to Mr. Adley's explanation.

We are now told that the proposed document does not commit Arvida to maintain the golf course as a golf course and that open land includes any land so long as no building is situated or constructed thereon. It may be a haven and even a breeding ground for rodents, reptiles, alligators, mosquitos and every variety of insect and still qualify as open land. This does not jibe with Mr. Adley's explanation for the Town Commission acceding to the greater density factor for the Gulf side land. Nor does it jibe with Section 7.52, entitled, "Open Space" of the Town's Zoning Ordinance, which provides:

"A minimum of 20 per cent of a planned unit development site area shall be developed as public or private open space. Parking areas and vehicle access facilities shall not be considered in calculating open space."

We submit that Section 7.52 is applicable to all open space within any P.U.D., not merely to open space within a particular site. This is manifest from the use of the term, "public...open space." The language "shall be developed...open space" is mandatory not permissive. Hence, to qualify as "open space", under the Zoning Ordinance, it can't be any space, it must be developed space.

As to the question: "How long must it be maintained as developed space?" --our answer is as long as the public--the residents of Longboat Key--want it. The public having given up rights should be entitled to keep the promised consideration in perpetuity. Arvida should deliver the consideration in such form that a succeeding Town Commission may not alter it by redefining "open space", or be required to take legal action to effectively maintain its rights in and to such consideration.

How can this be done? Simply by Arvida deeding the land constituting the "developed" open space in fee simple to the Town and the Town, in turn, deeding the same land back to Arvida in fee simple determinable--so long as same is being used for the developed purpose of use, i.e., a golf course--and keeping same open for use by residents of Longboat Key upon the terms therein spelled out.

March 25, 1978

Town Commission
 Town of Longboat Key
 P.O.Box 107
 Longboat Key, Fl. 33548

Re: STATUS OF LONGBOAT KEY GOLF COURSE

Ever since Harry Adley, your Planning Adviser, at an open meeting of the Town Commission, explained why the trading off of Dwelling Units allotted to the Golf Course to the adjoining Gulf-side property owned by Arvida redounded to the public benefit, we have been concerned that the Town should not be short-changed by such trade. At a recent meeting of the Longboat League we adopted a policy statement as to the position we would take on this matter. It is as follows:

- (a) The Golf Course, as developed open space, will be continued in perpetuity as a golf course and shall be so maintained and operated as to be available for use of the residents of Longboat Key upon reasonable rules and regulations and rates fairly applied and without any discrimination whatsoever as against any of said residents.
- (b) The instruments and documents establishing the precepts of preceding clause (a) provide that the breach of any one of said precepts will result in title to the Golf Course being automatically vested in the Town.

We submit that this matter is one of utmost importance to the people of Longboat Key and should not be disposed of without an opportunity for them to be heard. The Longboat League, therefore, requests that before any definitive action is taken in this matter,

- (a) The people be given the opportunity to examine any proposed instruments to ~~enforce~~ transfer of D.U. density factor from the Golf Course to the Gulf-side land, and
- (b) If any objections are raised as to said instrument or instruments, that the matter be placed on the agenda of the next public meeting of the Town Commission.

Respectfully yours,



Item 3
Longboat Key Towers Association, Inc.

401 - 603 LONGBOAT CLUB ROAD / LONGBOAT KEY, FLORIDA 33548

October 3, 1978

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

Gentlemen:

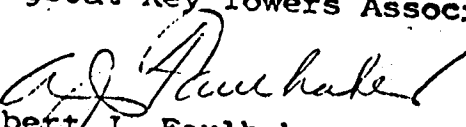
If the area of Longboat Key Golf Course is to be preserved and maintained as a golf course, within the meaning of Section 7.52 of the Town Zoning Ordinance as "developed xxx public or private open space," assuming the document proposed to accomplish the same consists of covenants by the developer in contrast to the title method heretofore proposed, it is submitted that the covenants be affirmative covenants by the developer requiring:

1. The maintenance and preservation of a golf course which is contiguous to Longboat Club Road for its full length.
2. The standard of maintenance shall at all times, other than in emergency situations or the prevalence of governmental restrictions upon use of materials required to do so, be at least equal to that which presently exists i.e. regular to periodic cutting of grass, sanding traps, aerating, verticutting of all turfed areas, etc.
3. In the event of the failure of the developer and or its successors and assigns to comply and perform all of the covenants herein on its part to be performed the Town of Longboat Key or any agency thereof vested with jurisdiction is hereby granted the right to obtain in each and every instance of such default immediate injunctive or other relief in any court having jurisdiction which will require the developer its successors and assigns to take prompt action or measures as are deemed necessary to cure such default. If such defaults are of a recurring nature the Town Commission shall have the right to obtain a permanent injunction to continue for the duration of this agreement of covenants. In each and every instance in which the Town Commission is required to resort to the courts to obtain full compliance with the covenants of developer herein the Town Commission in addition to other costs and expenses awarded by the Court shall be entitled to

- recover from developer an amount which shall equal its administrative and other expenses incurred in inspecting and maintaining records to obtain full compliance herewith plus reasonable counsel fees and that of any experts employed by it to report and to testify as to any of said violations.
4. The Town or any agency or employee thereof shall have the right to make any inspection which is deemed necessary or proper of all parts of said golf course and its associated buildings and improvements at such time or times as it may see fit.
 5. Before any changes are made in the golf course or associated buildings which in any way affects the golf course developer will submit detailed sketches, descriptions and specifications thereof to the Town and shall not proceed with same if the Town within 10 days of receipt thereof shall give written notification of its disapproval setting forth specifically the reasons therefor.
 6. The aforesaid covenants shall be construed as real covenants attested to and running with the land.

Respectfully submitted,

Longboat Key Towers Association, Inc.


Albert J. Faulhaber
President

AJF/rh

copy
w/attach

December 9, 1986

TO: Mark Gumula
FROM: Paul Mankowsky *PM*
RE: Monthly Rental, I.O.T.B. Club Procedure

The following will outline procedures regarding club usage and fees for Monthly Renters and The Inn on the Beach guests.

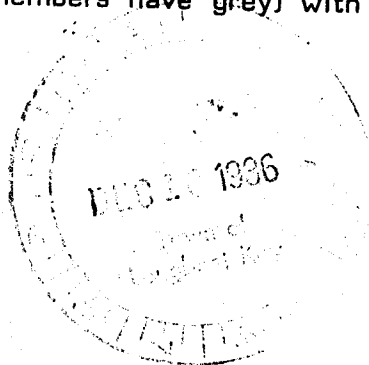
Monthly Rental - There are currently 175 units in our monthly rental program. These renters have a "right to use" the club facilities based on the following requirements.

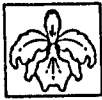
- > Golf tee times can be made 2½ days in advance (after 1:00 p.m.)
- > Tennis court reservations can be made one day in advance
- > Fees for golf are \$30.00 before noon, \$20.00 after noon (December 15 - April 30) otherwise \$20.00 the rest of the year. Cart rental is \$22.00 per 18 holes, \$18.00 for 9 holes.
- > Fees for tennis are \$8.00 per person based on 1½ hour court time.
- > Payment for the rented condo is made prior to check-in and at check-in a major credit card is imprinted anticipating future club usage charges. Additionally, statements are sent bi-weekly to the renters if activity is recorded.

The Inn on the Beach - Inn guests also have a "right to use" the club facilities and are affected by the following procedures.

- > Tee times are the same as monthly rentals
- > Court reservation; can be made 2½ days in advance (after 1:00 p.m.)
- > Fees for golf and tennis are identical to monthly rental
- > Payment is made upon check-out, similar in manner to normal hotel operating procedures.

Identification for both The Inn on the Beach guests and monthly renters is achieved by issuing a white plastic card (members have grey) with their name and check-out date included.





LONGBOAT KEY CLUB

An Arvida Resort Community

RENEWAL OF ANNUAL MEMBERSHIP 1986/1987 MEMBERSHIP YEAR

Name of Member (and Spouse): _____

Local Residence: _____
Street

City _____ State _____ Zip _____

Second Residence: _____
Street

City _____ State _____ Zip _____

Local Telephone: _____ Second Telephone: _____

Unmarried children over thirteen (13) years of age and under twenty-one (21) years of age, residing at home or attending school on a full-time basis (to be granted charge privileges):

	Name	Date of Birth	Signature
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Please indicate if change in the following:

Member's Occupation and Title	Business Address	Telephone
_____	_____	_____
Spouse's Occupation and Title	Business Address	Telephone
_____	_____	_____
Major Credit Card Reference	Account Number	Expiration Date
_____	_____	_____

1. The undersigned hereby applies to renew the membership in Longboat Key Club indicated below, and submits this Renewal of Annual Membership fully completed, signed and accompanied by a check in the amount of the required annual dues. I acknowledge I have received the Membership Information and Tariff Schedule of Longboat Key Club for the 1986/1987 Membership year and agree to be bound by the terms and conditions set forth therein, as the same may be amended from time to time by Arvida Corporation.

2. This application will not be acted upon unless fully completed, signed and accompanied by a check for payment in full of the required annual dues. Membership is contingent upon approval by the membership committee of Longboat Key Club, which approval shall be in such committee's sole and absolute discretion.

3. It is understood and agreed that Arvida Corporation may elect to close Longboat Key Club for any portion of the year for any reason. In the event Arvida Corporation elects to close the Club, the fees hereby paid shall be refunded on a pro rata basis for those months during which the Club is closed.

4. The undersigned covenants and agrees to indemnify and hold harmless the Club and Arvida Corporation, and their directors, governors, officers, employees, representatives, affiliates and agents, from any and all loss, cost, claim, injury, damage, action or liability sustained or incurred by me or my family or guests, resulting from any act or omission of any director, governor, officer, employee, representative, affiliate or agent of the Club or Arvida Corporation or arising out of or incident to membership in the Club and/or use of the Club's facilities.

5. The undersigned acknowledges that membership is not an investment in the Club, nor does it provide an equity ownership interest in the Club's facilities which are owned and operated solely by Arvida Corporation or its affiliates. Membership in the Club does not confer upon the undersigned a vested right or easement to use the Club's facilities. The undersigned acknowledges that a member only acquires a revocable license to use the Club's facilities. The Club reserves the right, in its sole and absolute discretion, to terminate memberships in the Club, to discontinue operation of the Club's facilities, to sell or otherwise dispose of the Club's facilities in any manner whatsoever and to any person whomsoever and make any other changes in the terms and conditions of membership or the facilities available for use by members.

6. Eligibility for membership will be redetermined at the commencement of each membership year. If a member ceases to qualify for membership during a membership year, the member will not be eligible to renew membership; provided, however that membership privileges will continue through the membership year when qualification for membership expires.

- Dues are non-refundable & non-transferable.
- To avoid cancellation of membership, payment must be received on or before October 1, 1986.

_____ Date

_____ Applicant's Signature

_____ Account #

_____ Spouse's Signature

Membership Renewal:	Single	Family	Single	Family
Golf				
Annual	_____	_____	_____	_____
Modified	_____	_____	_____	_____
Tennis	_____	_____	_____	_____
			Combination Annual Golf & Tennis	_____
			Modified Golf & Tennis	_____
			Social	_____
			Beach Club	_____

LAND DONATION

AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this 7th day of October, 1985, by and between ARVIDA CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "Arvida", and the TOWN OF LONGBOAT KEY, a municipal corporation under the laws of the State of Florida, hereinafter referred to as "Town".

W I T N E S S E T H :

WHEREAS, Arvida is the owner of extensive areas of undeveloped land located within the limits of the Town of Longboat Key and subject to the ordinances of said Town, most of which is located within two planned unit developments known as "Bay Isles" (PD area) and "Longboat Key Club" (GPD area); and

WHEREAS, the Town has heretofore adopted certain ordinances pertaining to the acquisition by the Town of undeveloped land within the boundaries of the Town, which land is to serve as park area and open space, such ordinances including Nos. 79-7, 80-1, 80-9 and 81-27; and

WHEREAS, the intent and purpose of the aforesaid ordinances is to require the developer of land either to convey land or to make a monetary payment of a fee in lieu thereof to the Town and said ordinances establish a formula for the determination of the amount of land to be conveyed or fees to be paid in lieu thereof; and

WHEREAS, the aforesaid ordinances were adopted by the Town as an alternative method of acquiring park areas and open space through means other than the ad valorem taxation of real estate; and

WHEREAS, the conveyance of land or the payment of a fee in lieu thereof under said ordinances normally occurs only at the time of the actual development of undeveloped land by a property owner or developer; and

WHEREAS, Arvida has submitted an offer to the Town to convey approximately 34 acres of land to the Town in full and complete satisfaction of Arvida's obligation for contributing land or making a monetary payment in lieu thereof under any existing Town ordinances (No. 79-7, 80-1, 80-9 and 81-27) and any future amendments thereof, any similar ordinances which might be adopted in the future, or any future requirements, whether imposed by ordinance or otherwise, pertaining to the required contribution of land or the required making of payments in lieu thereof for the acquisition of parks and open space in accordance with the Town's existing Open Space Master Plan, a copy of which is attached hereto as Exhibit "A", such offer being subject to the terms and provisions hereinafter set forth; and

WHEREAS, Town has determined that the contribution of land required of Arvida under existing Town ordinances based upon development of its land at the maximum permitted density would be approximately 14 acres, which acreage would be committed for use as parks and open space in accordance with the Town Open Space Master Plan; and

WHEREAS, the balance of the land offered by Arvida to the Town, consisting of approximately 20 acres, could be used by the Town for general municipal purposes; and

WHEREAS, Town desires to accept said offer subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree as follows, to-wit:

1. Upon compliance by the Town with the conditions set forth below, Arvida agrees to transfer to the Town the fee simple title to two parcels of property, viz: (a) Tract A, consisting of approximately 14 acres, and being more particularly described in Exhibit "B" attached hereto and made a part hereof; and (b) Tract B, consisting of approximately 20 acres, and being more particularly described in Exhibit "C" attached hereto and made a part hereof. The conveyance of title to said properties

shall be by special warranty deed subject to the conditions set forth in Paragraph 3, below, but shall be free and clear of any other encumbrance except taxes for the current year and valid easements, reservations and restrictions of record.

2. As a condition precedent to the conveyance of the aforementioned land by Arvida to the Town, Arvida and Town agree to take the following action:

A. As to the GPD (Longboat Key Club) Area:

(1) Lands East of Gulf of Mexico Drive. Arvida has recently filed a request for consideration and approval of its Outline Development Plan for a portion of the GPD area located on the east side of Gulf of Mexico Drive, pursuant to the provisions of paragraph 1 of Ordinance No. 76-7. Said lands are located adjacent to, but not to be included in, the aforementioned transfer to the Town. Said land area is sometimes known and referred to as Parcel "MF-E" in the previously submitted Outline Development Plan. Simultaneously, Arvida has filed a Land Intensity Schedule for said parcel reflecting no more than 110 dwelling units on 11.1 acres of land with a multi-family residential type of development and building heights not to exceed five living levels over parking and a total height not to exceed 60 feet, subject to site plan review. The Outline Development Plan for Parcel "MF-E" was approved by the Town under Resolution No 85-12. Tract A, consisting of approximately 14 acres, will subsequently be reflected on the Outline Development Plan as park, open space and nature preserve. Tract B, consisting of approximately 20 acres, may be used by the Town for general municipal purposes. Town agrees to continue the prompt processing of such Land Intensity Schedule in accordance with the procedures set forth in the Town Zoning Code. Town agrees that the review process for approval of the changes in the Land Intensity Schedule referred to herein will not interfere with or impede the approval process of the site plan for "Bayshore Village" which has been filed by The Lamarck Group covering Parcel "MF-E" as set forth in Resolution No. 85-12.

(2) Residential lands in the GPD area: Arvida agrees to file an amendment to the Land Intensity Schedule for Longboat Key Club (GPD area) which will reflect a total density of 1,407 dwelling units allocated to all lands within the GPD area, including those previously developed as well as those yet to be developed, with the exception of Parcel MF-F. Town acknowledges that such density is in full compliance with the recently adopted amendment to the Town Comprehensive Plan. The density allocated to all portions of the land within the GPD area, including Parcel "MF-E" referred to above, but excluding Parcel MF-F, shall be 1,407 dwelling units as set forth in Exhibit "D" (Bennett & Bishop sketch and land intensity schedule) attached hereto.

B. As to the PD (Bay Isles) Area: Arvida agrees to file an amendment to the Land Intensity Schedule for Bay Isles (PD area) which will reflect a total density of 2,350 dwelling units allocated to all lands within the PD area including those previously developed as well as those yet to be developed. Town acknowledges that such density is in full compliance with the recently adopted amendment to the Town Comprehensive Plan. The density allocated to all portions of the land within the PD area shall be 2,350 dwelling units as set forth in Exhibit "E" (Bennett & Bishop sketch and land intensity schedule) attached hereto.

C. As to the Town Comprehensive Plan: The Open Space Master Plan adopted by the Town pursuant to its Comprehensive Plan shall be amended by the Town so as to accomplish the following: (1) add to the Town's Open Space Master Plan that portion of the aforementioned 14 acre parcel (Tract A) which is not presently included in the plan; and (2) delete from the Town's Open Space Master Plan that certain 6 acre parcel of land owned by Arvida located adjacent to and northerly of the Arvida Beach Club. Town agrees to promptly process such amendments to the Open Space Master Plan in accordance with the procedures set forth in the Town Code.

3. Upon completion of the action referred to in Paragraph 2, above, in a manner acceptable both to Arvida and to the Town, and the adoption of appropriate resolutions by the Town confirming such action, Arvida agrees to tender to the Town two special warranty deeds transferring the title to the lands referred to in Paragraph 1, above. The deed to Tract A shall recite that it is executed and delivered by Arvida to the Town in full and complete satisfaction of Arvida's obligation for contributing land or making monetary payment in lieu thereof under any existing Town ordinance (No. 79-7, 80-1, 80-9 or 81-27), any future amendments thereof, any similar ordinances which might be adopted in the future, or any future requirements whether imposed by ordinance or otherwise, pertaining to the required contribution of land or the required making of monetary payments in lieu thereof by Arvida, its grantees, successors and assigns, for the acquisition of the lands reflected in Exhibit "A" attached hereto for park and open space purposes based upon development of the following lands: (a) all lands currently owned by Arvida within Bay Isles (PD area); (b) all lands currently owned by Arvida within Longboat Key Club (GDP area); (c) those lands owned by Arvida located northerly of the Arvida Beach Club; (d) those lands recently sold by Arvida to third parties as to which land contributions have not been made; and (e) those lands sold by Arvida to Neal & Bowyer, Inc. as to which a monetary payment was made to Town on or about May 2, 1985; all of which lands are more particularly described in Exhibit "F" attached hereto. Said deed shall be accepted by the Town by resolution adopted by the Town acknowledging its acceptance under the foregoing terms and conditions.

The deed to Tract B shall recite that it is executed and delivered by Arvida to the Town for general municipal purposes and shall henceforth remain a part of the public domain.

4. As hereinabove provided, Town has agreed to hold Public Hearings to consider certain action to be taken by the Town

ROUGH

REGULAR TOWN COMMISSION MEETING OF 12/1/86

NON-AGENDA ITEM UNDER XI. UNFINISHED BUSINESS - ARVIDA MEMBERSHIP
REPORT

~~Motion~~ at conclusion of reports and discussion:

W. Hughes: When we meet with Mr. Chase on 12/5/86. if there are substantial unresolved items, I would like to have the Town Attorney give us an opinion for the 12/18 Workshop, to see if we are in a position under Res. 81-13 and 80-21 to revoke rights if there is a breach by Arvida. If the Town Attorney finds we have a right to give written notice to terminate the resolutions and all rights granted thereunder. If this still remains unresolved after the 12/5 meeting, Town Attorney should be instructed and authorized to consult an expert in the field of contracts and take whatever action so when we assemble on 12/18 to decide, we can bring this to a head.

~~ON MOTION~~ BY HUGHES, SECONDED BY POLLOCK IT WAS MOVED THAT IF ON 12/5 SUBSTANTIAL UNRESOLVED ISSUES REMAINED ON BEHALF OF THE LONGBOAT TENNIS ASSOCIATION WITH ARVIDA? LONGBOAT KEY CLUB THAT THE TOWN ATTORNEY GIVE AND TAKE OPINION FROM OUTSIDE COUNSEL AND READY THIS FOR THE 12/18 WORKSHOP, AS TO VIOLATIONS APPLICABLE TO RES. 81-13 and 80-21.

~~MOTION PASSED UNANIMOUSLY~~

(Qualified restriction mentioned by B. Hulderman, on any action the Town may take --- only breaches of our Resolutions. Nothing beyond the scope of that. On many issues the legal liability is a matter of interpretation.)

12/3/86

(2) Residential lands in the GPD area: Arvida agrees to file an amendment to the Land Intensity Schedule for Longboat Key Club (GPD area) which will reflect a total density of 1,407 dwelling units allocated to all lands within the GPD area, including those previously developed as well as those yet to be developed, with the exception of Parcel MF-F. Town acknowledges that such density is in full compliance with the recently adopted amendment to the Town Comprehensive Plan. The density allocated to all portions of the land within the GPD area, including Parcel "MF-E" referred to above, but excluding Parcel MF-F, shall be 1,407 dwelling units as set forth in Exhibit "D" (Bennett & Bishop sketch and land intensity schedule) attached hereto.

B. As to the PD (Bay Isles) Area: Arvida agrees to file an amendment to the Land Intensity Schedule for Bay Isles (PD area) which will reflect a total density of 2,350 dwelling units allocated to all lands within the PD area including those previously developed as well as those yet to be developed. Town acknowledges that such density is in full compliance with the recently adopted amendment to the Town Comprehensive Plan. The density allocated to all portions of the land within the PD area shall be 2,350 dwelling units as set forth in Exhibit "E" (Bennett & Bishop sketch and land intensity schedule) attached hereto.

C. As to the Town Comprehensive Plan: The Open Space Master Plan adopted by the Town pursuant to its Comprehensive Plan shall be amended by the Town so as to accomplish the following: (1) add to the Town's Open Space Master Plan that portion of the aforementioned 14 acre parcel (Tract A) which is not presently included in the plan; and (2) delete from the Town's Open Space Master Plan that certain 6 acre parcel of land owned by Arvida located adjacent to and northerly of the Arvida Beach Club. Town agrees to promptly process such amendments to the Open Space Master Plan in accordance with the procedures set forth in the Town Code.

3. Upon completion of the action referred to in Paragraph 2, above, in a manner acceptable both to Arvida and to the Town, and the adoption of appropriate resolutions by the Town confirming such action, Arvida agrees to tender to the Town two special warranty deeds transferring the title to the lands referred to in Paragraph 1, above. The deed to Tract A shall recite that it is executed and delivered by Arvida to the Town in full and complete satisfaction of Arvida's obligation for contributing land or making monetary payment in lieu thereof under any existing Town ordinance (No. 79-7, 80-1, 80-9 or 81-27), any future amendments thereof, any similar ordinances which might be adopted in the future, or any future requirements whether imposed by ordinance or otherwise, pertaining to the required contribution of land or the required making of monetary payments in lieu thereof by Arvida, its grantees, successors and assigns, for the acquisition of the lands reflected in Exhibit "A" attached hereto for park and open space purposes based upon development of the following lands: (a) all lands currently owned by Arvida within Bay Isles (PD area); (b) all lands currently owned by Arvida within Longboat Key Club (GDP area); (c) those lands owned by Arvida located northerly of the Arvida Beach Club; (d) those lands recently sold by Arvida to third parties as to which land contributions have not been made; and (e) those lands sold by Arvida to Neal & Bowyer, Inc. as to which a monetary payment was made to Town on or about May 2, 1985; all of which lands are more particularly described in Exhibit "F" attached hereto. Said deed shall be accepted by the Town by resolution adopted by the Town acknowledging its acceptance under the foregoing terms and conditions.

The deed to Tract B shall recite that it is executed and delivered by Arvida to the Town for general municipal purposes and shall henceforth remain a part of the public domain.

4. As hereinabove provided, Town has agreed to hold Public Hearings to consider certain action to be taken by the Town

or invalid for any reason; provided, however, that such invalidation shall not be deemed to affect the designation of such lands as open space and park areas pursuant to the provisions of Paragraph 3, above.

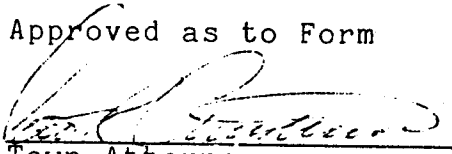
8. Any notice required to be given hereunder to Town shall be mailed to 501 Bay Isles Road, Longboat Key, Florida 33548, and any notice required to be given to Arvida shall be mailed to 595 Bay Isles Road, Longboat Key, Florida 33548.

9. This Agreement shall not affect the requirement that Arvida, its successors and assigns, comply with all valid ordinances of the Town of Longboat Key as they may now exist or as they may be subsequently amended or enacted during the development of any portion of Longboat Key Club (GPD area) or Bay Isles (PD area), provided that any such subsequently amended or enacted ordinances apply uniformly throughout the Town and may be lawfully and constitutionally applied to Longboat Key Club and to Bay Isles.

10. This Agreement shall be binding upon and the benefits shall inure to the parties hereto and their respective successors and assigns.

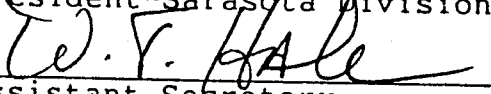
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective undersigned duly authorized officers and officials as of the date first above set forth.

Approved as to Form


Town Attorney

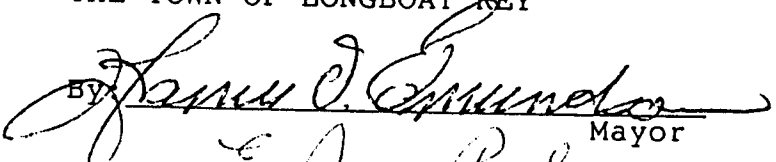
ARVIDA CORPORATION

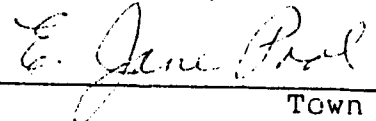
By: 
As President - Sarasota Division

Attest: 
As Assistant Secretary

(CORPORATE SEAL)

THE TOWN OF LONGBOAT KEY

By: 
Mayor

Attest: 
Town Clerk

(SEAL)

SARASOTA BAY

ARVIDA'S SUBMERGED LAND PURCHASE
 LINE O.R. 564, Pg. 88

TOWN OF LONGBOAT KEY
 OFFICIAL BULKHEAD LINE

LAND OF
 ARVIDA CORP.

TRACT "A"
 14.00± AC.

P.O.P.

BULKHEAD LINE

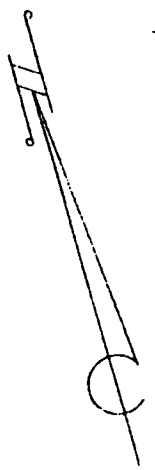
UTILITY EASEMENT
 O.R. 333, Pg. 673

(S.R. 789) GULF OF MEXICO DRIVE

ISLANDSIDE GOLF COURSE

NOTE:

MEAN HIGH WATER LINE
 NOT SHOWN.

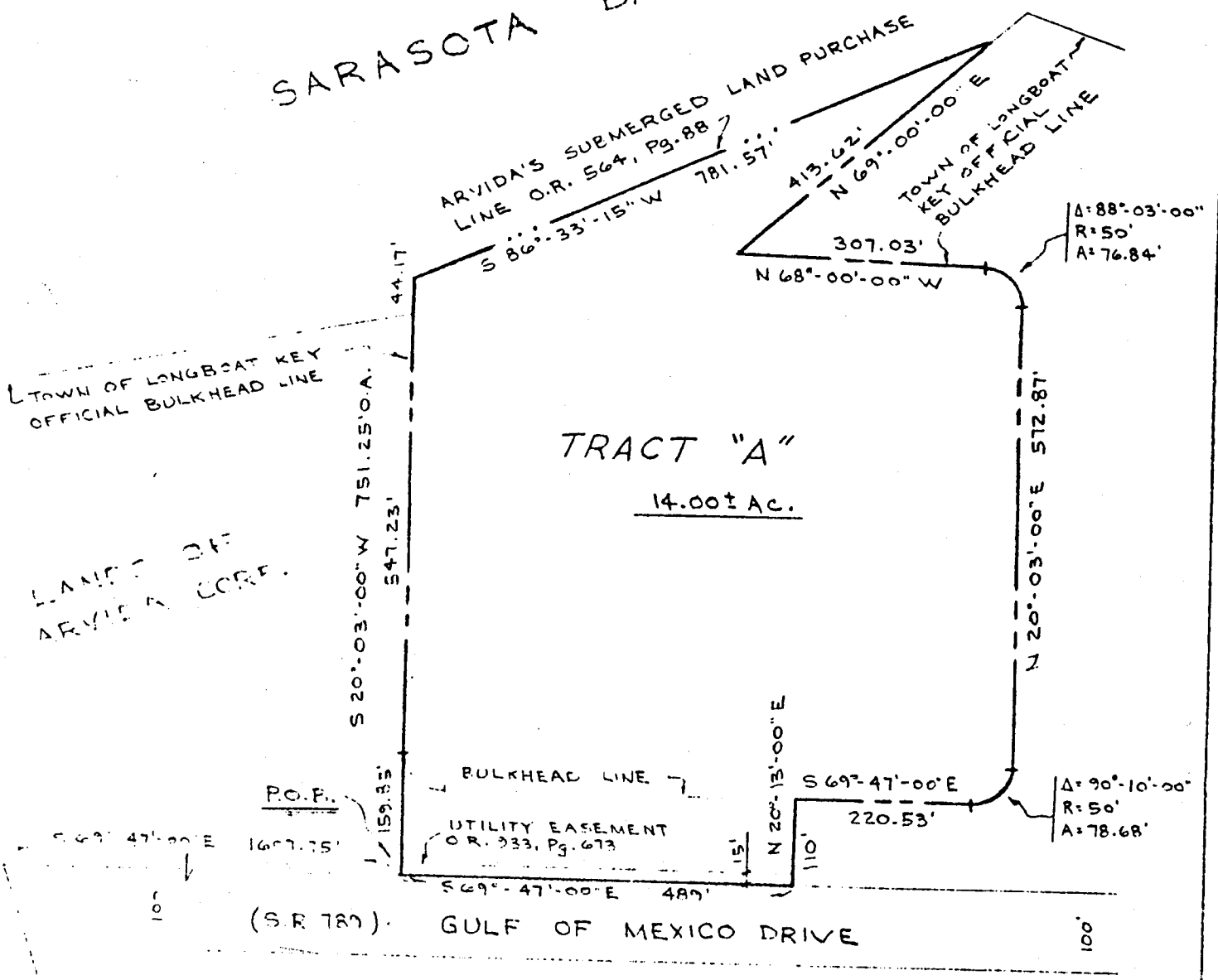
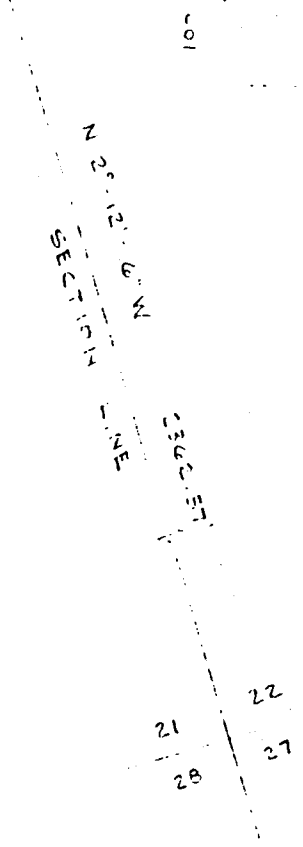


SCALE 1"=200'

EXHIBIT "B"

JOB. No. 219-113
 DATE 9-24-85
 DRAWN D.R.H.
 CHECK D.K.

FOR
 ARVIDA CORPORATION



under the terms and provisions of this Agreement. It is understood and agreed between the parties, however, that nothing contained herein shall be construed as requiring the Town Commission to reach a particular decision as a result of such Hearings nor shall this Agreement be construed as limiting the Town's discretion in reaching a decision based upon any and all information furnished to it at the Public Hearings.

5. The Parties have negotiated this Agreement over a period of several years during which time Arvida, or its successors in title, may have made a contribution of cash in lieu of conveyance of land in satisfaction of the requirements of the aforementioned Land Acquisition Ordinances insofar as the same pertain to those lands included under this Agreement as described in Exhibit "F". Upon final approval of this Agreement and compliance by the parties hereto, pursuant to the provisions of Paragraph 3, above, Town agrees to promptly refund to the land owner having made such advance any and all of such payments.

6. In the event the Town should subsequently decide to acquire other lands for park or open space purposes in addition to those lands reflected on the Town's Open Space Master Plan (Exhibit "A"), then Town agrees to finance the cost of purchasing such lands either by means of a revenue or general obligation bond issue, or by ad valorem real estate taxes levied and assessed against all property owners on Longboat Key, or other similar methods of raising revenue which are equally applicable to all owners of property on Longboat Key.

7. Subsequent to the conveyance of title by Arvida to the Town pursuant to the terms and conditions of this Agreement, Arvida waives any right to reclaim title to said property or compensation for the conveyance of title thereto in the event the aforementioned Town ordinances, or any portion thereof, are held by a court of competent jurisdiction to be unconstitutional

WORKING DRAFT PREPARED DECEMBER 3, 1986
LONGBOAT KEY CLUB
MEMBERSHIP RENEWAL APPLICATION

1. The undersigned hereby applies to renew the membership in Longboat Key Club indicated below, and submits this Renewal of Annual Membership fully completed, signed and accompanied by a check in the amount of the required annual dues. I acknowledge I have received the Membership Information and Tariff Schedule of Longboat Key Club for the 1986/1987 Membership year and agree to be bound by the terms and conditions set forth therein.

2. This application will not be acted upon unless fully completed, signed and accompanied by a check for payment in full of the required annual dues. Membership is contingent upon the continuing prompt payment of all financial obligations and adherence to the Club rules and regulations.

3. Indemnification provision to be deleted.

3. The undersigned acknowledges that membership is not an investment in the Club, nor does it provide an equity ownership interest in the Club's facilities which are owned and operated solely by Arvida Corporation. ~~Membership in the Club does not confer upon the undersigned a vested right or easement to use the Club's facilities. The undersigned acknowledges that a member only acquires a revocable license to use the Club's facilities.~~ The Club reserves the right, in its sole and absolute discretion, to discontinue operation of the Club's facilities, to create new and separate clubs, to sell or otherwise dispose of the Club's facilities in any manner whatsoever and to any person whomsoever (subject to the right of first refusal of the Town of Longboat Key and Longboat Key Club Association, Inc., if applicable), to make any change in the facilities available for use by members, and to make any other changes in the rules and regulations of membership subject to the provisions of Paragraph 3A of Section 2 of Resolution No. 80-21 (as to Islandside) and the provisions of Paragraph 3A of Section 2 of Resolution No. 81-13 (as to Harbourside). ~~In the event of the creation of two or more separate clubs or the sale of the Club, the Club reserves the right to terminate all memberships at the end of a membership year subject, however, to the following: In the event the Club is divided into two or more clubs, the Club will offer all members in good standing on such date the opportunity to join one of such new clubs and in the event of the sale of the Club, the Club will offer all members in good standing on such date the opportunity to join the club being sold so that all existing members of the Club will have the opportunity to join a club. The Club further reserves the right to terminate memberships in the Club for failure to pay financial obligations required of all Club members or for a violation of Club rules and regulations which apply to all members of the same class.~~

4. It is understood and agreed that Arvida Corporation may elect to close Longboat Key Club for any portion of the year for any reason. In the event Arvida Corporation elects to close the Club, the fees hereby paid shall be refunded on a pro rata basis for those months during which the Club is closed.

5. Subject to the terms and provisions contained in this application, each member shall have the right to apply for renewal of membership annually in accordance with the provisions of Paragraph 3A of Section 2 of Resolution #80-21 and the provisions of Paragraph 3A of Section 2 of Resolution #81-13. If a member ceases to qualify for membership during a membership year due to his failure to comply with the rules and regulations or to meet his financial obligations, the member will not be eligible to renew membership; provided, however that membership privileges will continue through the membership year when qualification for membership expires; provided further, however, that if a member becomes delinquent in the payment of his or her dues or charges, then membership will be suspended until full payment is made of all outstanding obligations.

CWAS

✓

✓

[Handwritten scribble]

will advise

Comp Invoice Division of Club

TWO SEPARATE EXIST AMENDS TO BE A SPLIT OF ONE OF THE

➔

EXHIBIT "B"

DESCRIPTION (TRACT A)

A PARCEL OF LAND ON LONGBOAT KEY, (CONTAINING BOTH UPLAND AND SUBMERGED LAND) LYING NORTHEASTERLY OF GULF OF MEXICO DRIVE (S.R. 789) (100' WIDE) IN U.S. GOVERNMENT LOT 2 OF FRACTIONAL SECTION 22, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SAID SECTION 22; THENCE RUN N 2°-12'-16" W ALONG THE WEST LINE OF SECTION 22, 2362.57' TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 789, BEING 100' WIDE AND MORE COMMONLY KNOWN AS GULF OF MEXICO DRIVE; THENCE S 69°-47'-00" E ALONG SAID RIGHT-OF-WAY LINE 1607.75' FOR A POINT OF BEGINNING; THENCE CONTINUE S 69°-47'-00" E ALONG SAID RIGHT-OF-WAY LINE 489.00'; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN N 20°-13'-00" E, 110.00' TO A POINT ON THE OFFICIAL TOWN OF LONGBOAT KEY BULKHEAD LINE, AS SHOWN ON DRAWING NO. E-3; THENCE RUN ALONG SAID BULKHEAD LINE THE FOLLOWING CALLS AND DISTANCES, S 69°-47'-00" E, 220.53' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY AND NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS 50' AND A CENTRAL ANGLE OF 90°-10'-00", 78.68' TO THE POINT OF TANGENCY; THENCE N 20°-03'-00" E, 572.87' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTWARDLY AND NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50' AND A CENTRAL ANGLE OF 88°-03'-00", 76.84' TO THE POINT OF TANGENCY; THENCE N 68°-00'-00" W, 307.03'; THENCE N 69°-00'-00" E, 413.62'; THENCE LEAVING SAID BULKHEAD LINE RUN S 86°-33'-15" W ALONG ARVIDA'S SUBMERGED LAND PURCHASE LINE, AS RECORDED IN O.R. BOOK 564, PAGE 88, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, 781.57'; THENCE LEAVING SAID SUBMERGED LAND PURCHASE LINE, RUN S 20°-03'-00" W, 44.17' TO A POINT ON THE AFOREMENTIONED OFFICIAL BULKHEAD LINE; THENCE CONTINUE S 20°-03'-00" W ALONG SAID BULKHEAD LINE, 547.23'; THENCE LEAVING SAID BULKHEAD LINE CONTINUE S 20°-03'-00" W, 159.85' TO THE POINT OF BEGINNING AND CONTAINING 14.00 ACRES MORE OR LESS.

SUBJECT TO:

A 15' WIDE UTILITY EASEMENT, AS RECORDED IN O.R. BOOK 933, PAGE 673, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

WE HEREBY CERTIFY: THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

BENNETT & BISHOP, INC.
4509 BEE RIDGE ROAD
SARASOTA, FLORIDA 33583

DATE 7-25-85

BY *Thomas J. Bennett*
THOMAS J. BENNETT, REG. ENGR. #4981
REG. SURVEYOR #1195, STATE OF FLORIDA

THIS SKETCH IS NOT A SURVEY

EXHIBIT "R"

EXHIBIT "C"

DESCRIPTION (TRACT B)

A PARCEL OF LAND ON LONGBOAT KEY, (CONTAINING BOTH UPLAND AND SUBMERGED LAND) LYING NORTHEASTERLY OF GULF OF MEXICO DRIVE (S.R. 789) (100' WIDE) IN U.S. GOVERNMENT LOT 1 AND 2 OF FRACTIONAL SECTION 22, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SAID SECTION 22; THENCE RUN N 2°-12'-16" W ALONG THE WEST LINE OF SECTION 22, 2362.57' TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 789, BEING 100' WIDE AT THIS POINT AND MORE COMMONLY KNOWN AS GULF OF MEXICO DRIVE; THENCE S 69°-47'-00" E ALONG SAID RIGHT-OF-WAY LINE 2096.75' FOR A POINT OF BEGINNING; THENCE CONTINUE S 69°-47'-00" E, 570.55'; THENCE S 71°-57'-09" E, 116.19' TO A POINT ON THE ARC OF A CURVE TO THE RIGHT, SAID POINT LYING 1205.92', N 25°-44'-30" E OF THE CENTER THEREOF; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1205.92' AND A CENTRAL ANGLE OF 0°-36'-38", 12.85'; THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN N 26°-21'-08" E, 168.83'; THENCE S 71°-51'-00" E, 254.97'; THENCE N 32°-20'-00" E, 73.98'; THENCE S 57°-40'-00" E, 55.30'; THENCE N 32°-20'-00" E, 220'; THENCE N 72°-43'-00" E, 185.21' TO A POINT ON THE OFFICIAL TOWN OF LONGBOAT KEY BULKHEAD LINE, AS SHOWN ON DRAWING NO. E-3; THENCE RUN ALONG SAID BULKHEAD LINE THE FOLLOWING CALLS AND DISTANCES, N 32°-20'-00" E, 341.21'; THENCE N 09°-20'-00" W, 320'; THENCE N 39°-00'-00" W, 180'; THENCE N 68°-00'-00" W, 210'; THENCE S 30°-00'-00" W, 360'; THENCE S 60°-00'-00" E, 380'; THENCE S 01°-00'-00" E, 220'; THENCE S 38°-28'-30" W, 59.71'; THENCE S 72°-43'-00" W, 53.63'; THENCE N 31°-00'-00" W, 677.25'; THENCE N 50°-30'-00" W, 340'; THENCE S 69°-00'-00" W, 470'; THENCE S 68°-00'-00" E, 307.03' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHEASTWARDLY AND SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50' AND A CENTRAL ANGLE OF 88°-03'-00", 76.84' TO THE POINT OF TANGENCY; THENCE S 20°-03'-00" W, 572.87' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY AND NORTHWESTWARDLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50' AND A CENTRAL ANGLE OF 90°-10'-00", 78.68' TO THE POINT OF TANGENCY; THENCE N 69°-47'-00" W, 220.53'; THENCE LEAVING SAID OFFICIAL BULKHEAD LINE, RUN S 20°-13'-00" W, 110' TO THE POINT OF BEGINNING AND CONTAINING 21.94 ACRES MORE OR LESS.

LESS:

TOWN OF LONGBOAT KEY UTILITY SITE, LYING IN U.S. GOVERNMENT LOT 2 OF FRACTIONAL SECTION 22, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SAID SECTION 22; THENCE RUN N 2°-12'-16" W ALONG THE WEST LINE OF SECTION 22, 2362.57' TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 789, BEING 100' WIDE AT THIS POINT AND MORE COMMONLY KNOWN AS GULF OF MEXICO DRIVE; THENCE S 69°-47'-00" E ALONG SAID RIGHT-OF-WAY, 2399.20'; THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN N 20°-13'-00" E, 115' FOR A POINT OF BEGINNING; THENCE CONTINUE N 20°-13'-00" E, 385'; THENCE S 69°-47'-00" E, 250'; THENCE S 20°-13'-00" W, 385'; THENCE N 69°-47'-00" W, 250' TO THE POINT OF BEGINNING AND CONTAINING 2.21 ACRES MORE OR LESS.
ALL OF THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 19.73 ACRES MORE OR LESS.

SUBJECT TO:

A 20' WIDE UTILITY EASEMENT, AS RECORDED IN O.R. BOOK 933, PAGE 672 AND A 15' WIDE UTILITY EASEMENT, AS RECORDED IN O.R. BOOK 933, PAGE 673, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

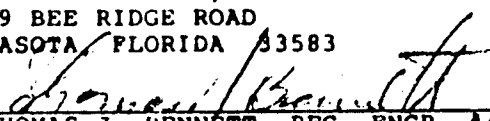
ALSO SUBJECT TO:

A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS RECORDED IN O.R. BOOK 1527, PAGE 2090, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

WE HEREBY CERTIFY: THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

BENNETT & BISHOP, INC.
4509 BEE RIDGE ROAD
SARASOTA, FLORIDA 33583

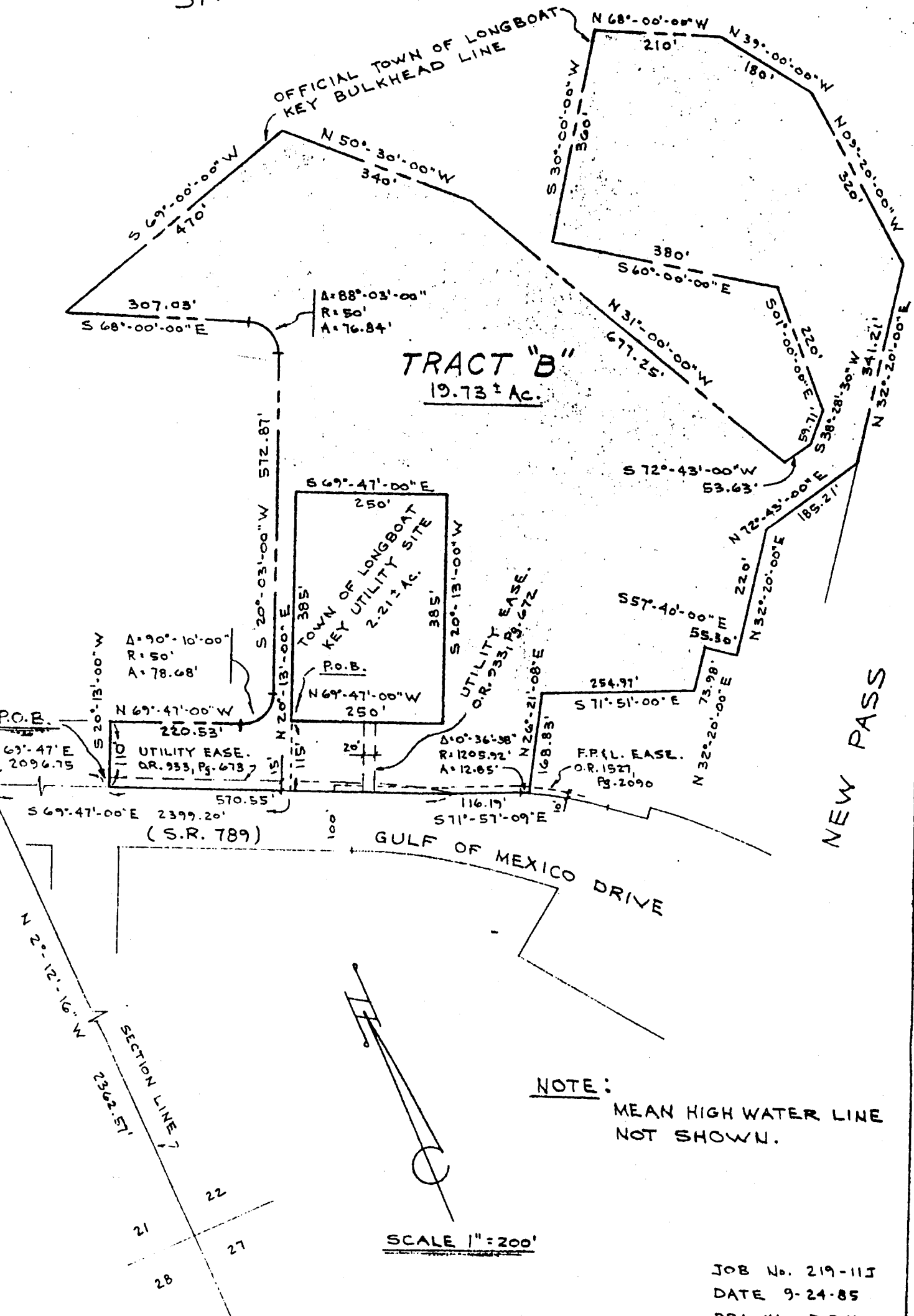
DATE 9-25-85

BY 
THOMAS J. BENNETT, REG. ENGR. #4981
REG. SURVEYOR #1195, STATE OF FLORIDA

THIS SKETCH IS NOT A SURVEY

EXHIBIT "C"

SARASOTA BAY



FOR
ARVIDA CORPORATION

JOB No. 219-11J
DATE 9-24-85
DRAWN D.R.H.
CHECK D.K.

EXHIBIT "C"

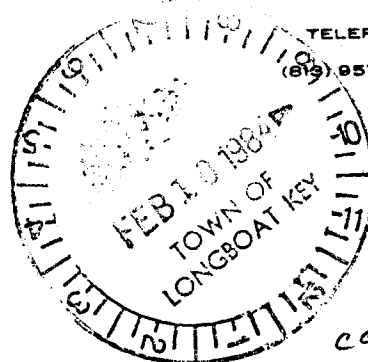
7/1/87
Off Counsel

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

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

TELEPHONE
(813) 957-0153

February 8, 1984



Mr. Albert T. Cox, Jr.
Director of Public Works
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 33548

Re: Inn on the Beach - Condominium Documents

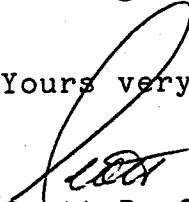
Dear Al:

I have reviewed the condominium documents for all phases of Inn on the Beach and find them to be in accordance with Florida Law and the ordinances of the Town. I have also examined the documents with regard to the conditions set forth in the resolution of approval for Arvida Resort Hotel project and find:

- o* 1. That the Declaration of Condominium submits the fee simple title to the property to condominium.
- o* 2. The condominium is a phase condominium.
- o* 3. The condominium bylaws provide for an express power to the association to levy assessments for beach nourishment and protection.
- o* 4. I find no reference to the operation of concessions on the beach.

If you have any further questions regarding this matter feel free to call.

Yours very truly,


Scott R. Christiansen

SRC/tlb
Enc.

The nonresidential Unit 500 has no bedrooms or bathrooms.

(d) Survey and Condominium Plat.

A copy of the survey and condominium plat for Phase I is attached as Exhibit 2 to this Offering Circular, a copy of the survey and condominium plat for Phase II is attached as Exhibit 14, and a copy of the survey and condominium plat for Phase III is attached as Exhibit 14A.

(e) Estimated Latest Date of Completion.

It is contemplated that all units in Phase I of Inn On The Beach will be completed by April 1, 1983, although such completion date is not guaranteed by Arvida. It is contemplated that all units in all three phases of Inn On The Beach will be completed by April 1, 1986, although such completion date is not guaranteed by Arvida.

(f) Maximum Number of Units that Will Use Common Facilities.

Upon final development of all three phases of Inn On The Beach there will be a maximum of 222 units, 221 of which will be residential units and one (1) of which will be nonresidential. (PRIMARYLY COMMERCIAL)

4. THE CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTERESTS AND NOT AS LEASEHOLD INTERESTS.
5. Facilities that will be Used Only by Unit Owners in This Condominium, Their Guests and Business Invitees.

(a) General Description of the Facilities.

Par Cors Path: Arvida contemplates construction of a physical fitness "par cors path". The par cors path is to be located in Phase I and Phase II as reflected on Exhibit 2 to this Offering Circular. Arvida does not contemplate that any personal property would be purchased or furnished in connection with the use of the par cors path. That part of the par cors path located in Phase I will be available for use upon the completion of construction of Phase I which is estimated to be April 1, 1983, and that part of the par cors path located in Phase II will be available for use upon the submission of Phase II to condominium ownership which is estimated to be before April 1, 1986. The par cors path will be part of the common elements and will be owned in common by the unit owners.

Resident Manager's Apartment: Developer reserves the right to designate one or more units in any phase of Inn On The Beach for the use of a resident manager; however, Developer does not anticipate it will do so. Such unit or units would be conveyed by Developer to the Association for a purchase price not to exceed the sales price of comparable units in Inn On The Beach. For further details, consult paragraph 24 of the Declaration of Condominium attached as Exhibit 1 to this Offering Circular.

Beach Area: All unit owners in Inn On The Beach shall have the right to use the entire 1,200 feet of Gulf beach which will be part of the common areas of Inn On The Beach. The owner of Unit 500 has the right, but not the obligation, to operate concession services upon the beach including but not limited to boat rental, umbrella rental, etc. See paragraph 25 of the Declaration of Condominium attached as Exhibit 1 to this Offering Circular.

Swimming Pool: Arvida contemplates the construction of a swimming pool, deck, jacuzzi, and men's and women's restrooms in Phase I as shown on Exhibit 2 to this Offering Circular. The precise size and design of such facilities has not yet been finalized, however the swimming pool will have a minimum surface area of 2,500 square feet, a depth ranging from three feet to eight feet, will be surrounded by a deck of approximately ten feet in width, and the pool and deck will accommodate a swimming and lounging capacity of approximately one hundred fifty people. The swimming pool will be heated. The jacuzzi will have a minimum surface area of one hundred square feet and will accommodate approximately ten people. The restrooms will each have a minimum square footage of 160 and will each accommodate approximately six people.

Emergency Generator and Booster: An emergency generator and emergency booster pump for the fire system will be installed in a building to be constructed upon Phase I as shown on Exhibit 2.

(b) Minimum Expenditure by Developer for Personal Property for Recreational Facilities.

Arvida contemplates a minimum expenditure of \$25,000.00 to furnish personal property for use with the swimming pool, deck, and jacuzzi.

(c) Ownership and Use of the Foregoing Facilities.

The beach areas, swimming pool, deck, jacuzzi, men's and women's restrooms, emergency generator and booster pump in building, will be part of the common elements and will be owned in common by the unit owners. The common areas may be used by the unit owners and their guests, and may be used by the business invitees, lessee, tenants and guests of the owner of the nonresidential Unit 500.

There are certain limits upon use of these facilities when a unit is rented or under corporate or multiple ownership. See paragraph 26 of the Declaration of Condominium attached as Exhibit 1 of this Offering Circular.

6. Other Facilities Available for Use By Unit Owners but Not Part of the Condominium.

Longboat Key Golf and Tennis Club: Unit owners at Inn On The Beach, and their guests, will have the facilities and services of Longboat Key Golf and Tennis Club available for use upon acquisition of appropriate membership if membership is

available, ^{For} upon payment of use fees. The facilities of Longboat Key Golf and Tennis Club include the clubhouse, tennis courts and golf course located on Longboat Club Road a short distance from the condominium, and may include Unit 500 described on Exhibit "A" to the Declaration of Condominium. Membership in Longboat Key Golf and Tennis Club is not included as part of the purchase of a unit in Inn On The Beach condominium. Membership in Longboat Key Golf and Tennis Club is not mandatory, however, various forms of membership may be available from time to time. Memberships are also available to persons not a unit owner at Inn On The Beach. A membership in Longboat Key Golf and Tennis Club requires payment of initiation fees and annual dues which vary depending upon the type of membership selected. Membership in Longboat Key Golf and Tennis Club and use of its facilities is not guaranteed and may be terminated.

Yacht Club: Arvida contemplates construction of a yacht club on lands and waters adjacent to Inn On The Beach. The yacht club will not be part of Inn On The Beach. Unit owners may utilize these facilities upon a nonexclusive basis with others if facilities are available and upon payment of appropriate charges or obtaining the appropriate club membership. Use is not guaranteed and may be terminated by Arvida.

7. THERE IS CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM.

Unit owners will have the option of membership in Longboat Key Golf and Tennis Club and the yacht club described in paragraph 6 above, if membership is available. However, club membership is not mandatory. Membership and use is not guaranteed and may be withdrawn or cancelled at any time and the unit owners have no enforceable rights to club membership or use of the premises associated with the clubs.

8. RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

See paragraph 18 of the Declaration of Condominium attached as Exhibit 1.

9. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

Arvida reserves the right to permit individuals the right to occupy units owned by Arvida at its discretion and for various periods of time. Arvida does not have a form of agreement for this purpose which binds either party to a specific term although the individual occupying the unit may sign a registration form specifying the conditions of occupancy. Units sold may therefore be subject to occupancy rights of another party for a period of time. As there are no regulations prohibiting the renting of individual units, other unit owners besides Arvida may rent their units.

That is my handwriting in the top left corner that states Ted Sedwick's and Tom Jones' memos were accepted by P&Z Board. At one time the memos must have been attached to these minutes but they are missing now.
Jane

SEE PAGE 2

August 4, 1980

*To: Mr. Jones
Tom Jones "accepted by
P.Z. Board"*

In the Matter of Application for Final Plan Approval by Arvida Corporation for Longboat Key Resort Hotel & Club

*1/1
1/1*

Approved with changes and subject to Special Conditions.

The site plan was originally before the Planning and Zoning Board in November, 1978, but then rejected and referred to the Town Commission and later referred back to this Board for this Board's review.

This Application had been reviewed by the Planning and Zoning Board in a series of meetings commencing May 15, 1980.

During this review advice and counsel of Adley Associates were availed of and they were regularly in attendance. Staff review as well as the Town Manager's comments were considered in all respects.

Each meeting was attended by Longboat Key residents, principally those residing in the neighborhood multi-family developments. Sands Bay Condominium supplied the Board with comprehensive memoranda. Residents in attendance who desired to address the Board were given an opportunity to do so. Various matters deemed by the Board to be not acceptable in the original plans were adjusted during these hearings.

Having concluded the hearings, the Planning and Zoning Board reports the following findings. (Zoning Code 6.75)

(a) The Plan is consistent with the Town's Comprehensive Plan and the purpose and intent of this GPD.

1. The establishment of a resort hotel complex at the location indicated has been officially approved by the Town Commission in the original approval of this GPD Outline Development Plan, May 5, 1976. The number of units and the height of buildings has been officially approved by the Town Commission in the Land Intensity Schedule as finally amended March 14, 1980.

2. The requirement of the presentation by Applicant of a Conceptual Plan embracing the whole GPD has been met by a display of architect's renderings and is satisfactory to the Board; subject to the condition that the schedule for completion of this resort and club be updated and revised.

(b) The Plan varies in some respects from zoning regulations as reported on below:

1. Variance from the Town's coastal construction setback line has been approved by the Commission and the Gulf front buildings are sited in compliance.

6-5-80

August 4, 1980

2. The required area for active recreation has been met by the assured availability of the Longboat Key Golf Club and the Tennis Club to all owners in the Longboat Key Club area, including those residing in Sands Bay, Longboat Key Towers and the Privateers as noted in Conditions 9 and 15 in the Outline Development Plan approval of May 5, 1976, and implemented by Arvida letter of July 22, 1980. It is suggested that consideration be given to requiring an amendment to the Agreement between Arvida and the Town dated March 5, 1979, relating to the Golf Club lands; this amendment to allow residents of Longboat Key Club through an appropriate organization to have first refusal and a preferential right to acquire the facility in the event Arvida Corporation seeks to assign it. This amendment to grant similar rights as respects the Tennis Club.

3. Various setback measurements imposed by cone of vision regulations were waived to permit a more harmonious treatment of the whole site.

4. Buildings L3 and L4 are shown to be 12' and 14' from the lagoon. Zoning 5.33(c) requires a 30' setback. The Board rejects the proposed variation and suggests a 20' setback; subject, if deemed necessary to the approval of the Board of Adjustment.

(c) There has been no evidence presented to the Board or discovered by it of any non-conformity with applicable provisions of the subdivision regulations or other applicable requirements.

(d) The Plan complies with the requirements of good design standards with respect to all external relationships; with the exception of the of the beach volley ball court and the beach concessions noted in Special Conditions H and F below.

(e) The Plan is in conformance with Town policy respecting ownership, completion and maintenance. However, attention is directed to Special Conditions noted below.

The Plan to which this approval applies consists of the following documents:

- (A) Longboat Key Club Land Intensity Schedule and Diagrammatic Site Plan, dated January 4, 1980 and amended March 14, 1980.
- (B) Longboat Key Resort & Club Site Survey dated May 27, 1980.
- (C) Longboat Key Resort & Club General Site Plan dated June 21, 1980.
- (D) Longboat Key Resort & Club Detail Site Plan dated June 25, 1980, numbered 251.404, as amended by Bennett & Bishop report of June 27, 1980.

CF
Arvida Corporation
TWENTIETH FLOOR
ONE BISCAYNE TOWER
MIAMI, FLORIDA 33131
TELEPHONE (305) 358-3300
cc GWA
Mary

EDWARD F. KOZNIK
GROUP VICE PRESIDENT

July 22, 1980

*Read all 7
letters*

Town of Longboat Key
Planning and Zoning Board
P. O. Box 107
Longboat Key, FL 33548

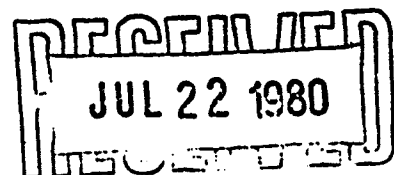
Dear Mr. Chairman:

At the July 10, 1980 Planning and Zoning Board meeting, the Board members raised a number of questions relating to the recreational facilities at the proposed Longboat Key Resort and Club (The Condominium Hotel) and the relationship of those facilities to the Longboat Key Golf and Tennis Club (LBKGTC). At that meeting, I reviewed some statistics with the Board regarding the present use and future intended use of the LBKGTC. During the course of the dialogue, I indicated that Arvida was prepared to make certain commitments, if necessary, relating to the intended utilization of the recreational facilities at LBKGTC. The purpose of this letter is to provide additional data to the Board and to set forth the commitments that I made at the meeting.

As I discussed during the past several meetings, the recreational elements of the Condominium Hotel will feature a wide array of activities which will include: beaches, swimming and sunning, yachting and boating, fishing, jogging, biking, golf, dining, shopping, tennis, social events, and I am sure others.

Our experience indicates that the beach is the principal recreational lure for people living on and visiting Longboat Key. I have attached Page 7 (which I have extracted) from a 1978 Town of Longboat Key community attitude survey (Exhibit I) which shows in Item 31 the percentage participation and utilization by respondents of selected recreational facilities. You will note that of the 11 activities mentioned, tennis was the least popular recreational activity mentioned by the respondents to the survey, with only 24% of the 2,000

Central Files 7-23-80



Town of Longboat Key
July 22, 1980
Page two

respondents noting a participation in tennis and only 58% of those participated more than once a week. This indicates that about 13.9% of the persons play more than once a week. Golf was listed as the 7th most popular recreational activity.

You also can note from the survey that the top five activities were:

Beaches	73%
Swimming	62%
Live Theater	53%
Movies	46%
Fishing	44%

In our amenity strategy, which is consistent with what we understand the market wants, golf and tennis are part of the range of recreational amenities, but they are not crucial or central to the resort experience on Longboat Key. We feel that we must have first class golf and tennis facilities to provide a total resort experience, although golf and tennis play a less important role than beaches, pools, fishing, boating and the other water oriented sports which is what the Longboat Key lifestyle is all about. However, I understand your request for additional information, and in this letter I have tried to respond.

The concept of a PUD is to achieve better planning, more cost efficiency and open space by clustering amenities, residential, commercial and other land uses. As a result, residential site plans within a PUD must be viewed not as free-standing subdivisions, but in the context of their relationship with the total PUD. From an amenity standpoint, some amenities, such as swimming pools, can be provided in a first-class manner within an individual project. Others, such as boat slips, golf and tennis, require that they be consolidated to achieve a first-class experience.

The relevant planning issue facing the Board is whether

Town of Longboat Key
July 22, 1980
Page three

sufficient recreational facilities have been incorporated to satisfy the Town's site plan approval requirements for the Condominium Hotel. I feel that onsite recreational facilities should not be required for individual site plans within a PUD if adequate facilities exist within the GPD, but we still have shown 48,000 square feet of active recreational space on the Condominium Hotel site plan which complies with and exceeds the Town's requirements of 38,000 square feet.

The analysis which follows supports my feeling that the planned GPD recreational facilities are sufficient for present and future GPD property owners, and capacity also exists in the intermediate term future at the LBKGTC for present club members.

When a community development is started and amenity development precedes residential or commercial development (as is the case at the LBKGTC), a situation exists where there are excess facilities and no PUD residents. During the early stages of development in order to provide facilities at a reasonable fee, it is necessary to create usage of the facilities by offering them to a wide spectrum of users, consistent with the development character and quality of the community. Over time, as the community is developed, the residents of the PUD become a larger constituency and outside memberships are curtailed through attrition or other means.

Ultimately, first preference or eligibility rights for membership at the LBKGTC will lie with the property owners within the Longboat Key Club GPD. This, obviously, is not a concern or issue since there presently are no property owners within the GPD. Even considering the residents of Sands Bay, Longboat Key Towers and the Privateer, there is only nominal usage of the present recreational facilities by members with the GPD boundaries (See Table I).

Residents of the Sands Bay, Longboat Key Towers and Privateer will enjoy the same rights of membership at the LBKGTC as GPD property owners.

Town of Longboat Key
 July 22, 1980
 Page four

TABLE I

Current Member Profile - The matrix below shows the composition of the current members by area of residence and demand for club memberships within certain areas. All figures are in a percentage form.

	<u>Membership at LBKGTC</u>		
	<u>Social</u>	<u>Golf</u>	<u>Tennis</u>
Within GPD	<u>0%</u>	<u>0%</u>	<u>0%</u>
Total GPD	0%	0%	0%
Sands Bay, LBK Towers & Privateer	<u>12%</u>	<u>29%</u>	<u>9%</u>
Total PUD Adjusted	12%	29%	9%
Seaplace	6%	11%	5%
Longboat Key - Other Areas	53%	32%	56%
Off-Island Areas	<u>29%</u>	<u>28%</u>	<u>30%</u>
TOTAL	<u>100%</u>	<u>100%</u>	<u>100%</u>

PRESENT SPORTS USAGE

The existing golf course had a usage of 59% of all available starting times during 1979, and 73% of available times from January 1 to April 30, 1980. During 1979, there were 44,150 unused tee times and during the 1980 winter season, there were 9,605 unused times.

The existing tennis courts had a usage of 33% of all available hours during 1979 and 42% of available hours from January 1 to April 30, 1980. During 1979, there were 25,607 unused hours and during the 1980 winter season, there were 7,296 unused hours.

Town of Longboat Key
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Page five

These statistics indicate that there still is excess capacity on the present golf/tennis facilities. However, we agree that golf and tennis are both susceptible to seasonal overloads at preferred play times. Necessarily, there is a crowding problem for 30-45 days a year at the prime tee times of 8:05-9:45 A.M., and tennis times between 9:00-11:00 A.M. There are only 35 tee times which can accommodate 140 golfers and 22 tennis court hours which can accommodate 44 players daily during this period, so obviously, everyone cannot play at these preferred times. It is uneconomic to build enough golf or tennis facilities for everyone to play at the preferred times. Economic management requires that play be balanced during the day and other times during the year. Membership capacities can be increased by up to 50% if the added memberships do not have peak season usage rights or if they have limited play rights, without affecting in-season play.

Over time, as the number of GPD property owners increase, there will still be sufficient capacity for Longboat Key resident club members for the immediate future. This will be accomplished by reducing outside membership. Some of the strategies which might be considered are:

Primarily

- Elimination of commercial membership (i.e., local hotels, motels, etc.).
- Elimination of existing members through normal attrition (currently running 10-15% per year).
- Elimination of non-resident membership which allow out-of-area residents to play during a 30 day period.
- Elimination through attrition or curtailment of off-island membership. Table I shows approximately 28% of our golf membership and 30% of our tennis membership is derived from off-island members.

Through these measures, we can control over 40% of our membership within a two year period (two years of normal attrition and curtailment of off-island membership). We would not

Town of Longboat Key
July 22, 1980
Page six

propose to implement any of these strategies before the Condominium Hotel was completed. At that point, it is likely that the issue will be moot since it is probable that the Bay Isles golf course will be available for play. Our intent is to begin construction of the Bay Isles 18-hole golf course when we commence construction of our Fairway Bay Project in Bay Isles. At that point, there would again be excess capacity.

We are prepared to extend, indefinitely, eligibility rights to present golf and tennis members of the LBKGTC who are not property owners of the GPD, but are residents of Longboat Key. These rights would extend to either the LBKGTC or our proposed Bay Isles facilities.

In our judgment, there are sufficient golf and tennis facilities at the present time for GPD property owners and other members within the GPD area and for our existing club members. Furthermore, we have ample alternatives to closely control membership over time, and we will ensure that LBK residents who are currently club members and non-GPD property owners will have an ongoing right to membership.

CAPACITY FOR FUTURE GPD RESIDENTS

The next issue is whether there is sufficient capacity to provide recreational facilities for GPD residents when the PUD is fully developed. The number of future residences to be constructed within the GPD boundaries is shown below.

<u>Longboat Key Club GPD Potential Units</u>	
Constructed Units	0
Zoned Units	1,560
Zoned land east of Gulf of Mexico Drive - 19 Acres at 10 units each	190
Units within PUD Envelope (Sands Bay, Privateer and LBK Towers)	282
TOTAL POTENTIAL UNITS	<u>2,032</u>

Town of Longboat Key
July 22, 1980
Page seven

The existing classes of membership are as follows:

1. Social - Entitled to use clubhouse facilities and can use the sports amenities by paying a fee each time of use.
2. Unlimited Golf - Dues include a social membership plus free green fees for the membership year. Available for either single or family groups at different rates.
3. Unlimited Tennis - Dues include a social membership plus free court fees for the membership year. Available for either single or family groups at different rates.
4. Unlimited Golf and Tennis - A combination of the preceding.
5. Beach Club - Provides use of the Beach Club facilities.
6. Hotel-Motel Members - There are six hotels or motels who can make the golf or tennis facilities available to their guests for a use fee. This privilege is limited to non-peak times in season. We will continue to monitor the effect of this use and may have to discontinue it in the near future.
7. Non-Resident Members - Permits limited use play for 30 days per year to members living more than 50 miles away from Longboat Key.

There is a need to add new membership categories to improve off-peak season sports use without impacting peak season play. The new categories would be similar to the existing unlimited golf and tennis membership, but would only include free fees for the eight or nine off-season months. This approach not only broadens the usage base for the golf and tennis facilities, but also provides a lower-priced category for year round residents.

Town of Longboat Key
July 22, 1980
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MEMBERSHIP CAPACITIES

Unfortunately, we are not aware of any definitive national surveys on memberships per 18-hole golf course or per tennis court, but even if there were, such statistics would be subject to wide variation from area to area because of climate, club membership structure, quality of club, intensity of play, etc. Throughout Arvida's communities, we operate nine 18-hole golf courses and 118 tennis courts. While someone might operate more, we feel our experience gives us a good knowledge of facility demand and user preferences.

<u>Club/Community</u>	<u>Golf Courses</u>	<u>Tennis Courts</u>
Sawgrass	1	12
Boca West	3	22
Boca Raton Hotel	1	20
Broken Sound (Boca Raton)	1	0
Willow Springs (Atlanta)	1	12
Inlet Beach (near Sawgrass)	1	4
Longboat Key Club	1	11
Coto De Caza	0	16
7 Other Communities	0	21
TOTAL	9	118

Our in-house statistics show memberships per golf course ranging from 350 unlimited members for the exclusive Broken Sound Golf Course where membership requires a \$10,000 initiation fee plus annual dues of \$1,650, to about 500-600 unlimited members and over 750 total members in resort environments where play is seasonal.

For tennis clubs, our figures indicate members per court ranging from 25-35, and we have assumed about 27 for the 14 proposed courts at the LBKGTTC.

Town of Longboat Key
 July 22, 1980
 Page nine

AMENITY CAPACITIES

The practical limitations on the capacity of golf and tennis play at the LBKGTC facilities are shown below:

	<u>Year-Round Only</u>	<u>Year-Round and Off-Season</u>
Golf (One 18-hole course)	500	750
Tennis (14 Courts)	375	560

Our current experience with memberships at Sands Bay, Longboat Key Towers and Privateer and Seaplace is shown below:

	<u>Units</u>	<u>Membership %</u>	
		<u>Golf</u>	<u>Tennis</u>
Sands Bay/Longboat Key Towers/Privateer	282	29%	9%
Seaplace	461	11%	5%

Using this experience, which is based on a large sample, we assumed about 23% of the GPD residents would be golf club members at full development of the LBK Club GPD. With 2,032 potential units, the number of members would be about 470 members, which represents only a part of the 750 maximum membership (including off-season), and less than the 500 unlimited members. For tennis, we assumed 8% membership, or about 165 members, which is far below the 560 maximum membership (including off-season) and the 375 unlimited members. While we feel that there is sufficient capacity with the 11 courts at the LBKGTC, we intend to add three additional courts at the LBKGTC tennis complex.

Three additional tennis courts will be added to the present LBKGTC tennis complex which will increase the number of tennis courts to 14. These courts will be available for play when

Town of Longboat Key
July 22, 1980
Page ten

the proposed Condominium Hotel opens.

As I have discussed previously, we feel that good planning dictates that we not sprinkle tennis courts throughout the PUD. With two to four courts in a location, a first class tennis experience cannot be created. A tennis professional cannot be supported, a tennis shop and equipment cannot be provided, higher maintenance clay courts cannot be serviced properly, and quality competition, tourneys, etc., are not readily available. In addition, a larger number of courts in one area makes it easier to respond to peak time demands. At the present club, we have additional room for three courts, and we feel that that is the location where they can provide maximum impact.

Someone raised the issue that Colony Beach has more tennis courts. Again, comparisons are virtually impossible since Colony Beach caters to tennis clinics, schools and markets to a tennis oriented user. Their tennis programs require that blocks of time be available solely for tennis programs. The age of their user is dramatically lower than our residents and their frequency of use higher.

Some questions also arose about the number of slips which are planned at the yacht club. We have not filed for a permit, but our current thinking is that we intend to apply for 95-99 slips. Membership at the yacht club would be under the umbrella of the overall club as is the Beach Club, unlimited golf membership, tennis, etc.

I hope the above analyses and comments have responded to your questions about the present status of our recreational amenities and our future plans. I now hope that this lingering issue can be resolved, and final approval can be obtained for the Condominium Hotel at the July 24th meeting.

Yours sincerely,

Edward F. Kosnik
EK

Edward F. Kosnik
Group Vice President

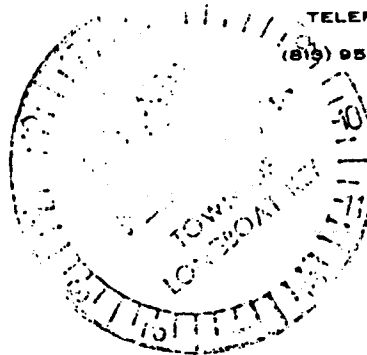
EFK/br
cc: G. Wayne Allgire
Jack Whelan

7/1/84
X of [unclear]

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

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

TELEPHONE
(813) 957-0153



February 8, 1984

Mr. Albert T. Cox, Jr.
Director of Public Works
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 33548

Re: Inn on the Beach - Condominium Documents

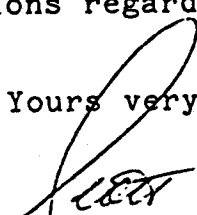
Dear Al:

I have reviewed the condominium documents for all phases of Inn on the Beach and find them to be in accordance with Florida Law and the ordinances of the Town. I have also examined the documents with regard to the conditions set forth in the resolution of approval for Arvida Resort Hotel project and find:

- cu* 1. That the Declaration of Condominium submits the fee simple title to the property to condominium.
- cu* 2. The condominium is a phase condominium.
- cu* 3. The condominium bylaws provide for an express power to the association to levy assessments for beach nourishment and protection.
- cu* 4. I find no reference to the operation of concessions on the beach.

If you have any further questions regarding this matter feel free to call.

Yours very truly,


Scott R. Christiansen

SRC/tlb
Enc.

Beach Area: All unit owners in Inn On The Beach shall have the right to use the entire 1,200 feet of Gulf beach which will be part of the common areas of Inn On The Beach. The owner of Unit 500 has the right, but not the obligation, to operate concession services upon the beach including but not limited to boat rental, umbrella rental, etc. See paragraph 25 of the Declaration of Condominium attached as Exhibit 1 to this Offering Circular.

Swimming Pool: Arvida contemplates the construction of a swimming pool, deck, jacuzzi, and men's and women's restrooms in Phase I as shown on Exhibit 2 to this Offering Circular. The precise size and design of such facilities has not yet been finalized, however the swimming pool will have a minimum surface area of 2,500 square feet, a depth ranging from three feet to eight feet, will be surrounded by a deck of approximately ten feet in width, and the pool and deck will accommodate a swimming and lounging capacity of approximately one hundred fifty people. The swimming pool will be heated. The jacuzzi will have a minimum surface area of one hundred square feet and will accommodate approximately ten people. The restrooms will each have a minimum square footage of 160 and will each accommodate approximately six people.

Emergency Generator and Booster: An emergency generator and emergency booster pump for the fire system will be installed in a building to be constructed upon Phase I as shown on Exhibit 2.

(b) Minimum Expenditure by Developer for Personal Property for Recreational Facilities.

Arvida contemplates a minimum expenditure of \$25,000.00 to furnish personal property for use with the swimming pool, deck, and jacuzzi.

(c) Ownership and Use of the Foregoing Facilities.

The beach areas, swimming pool, deck, jacuzzi, men's and women's restrooms, emergency generator and booster pump in building, will be part of the common elements and will be owned in common by the unit owners. The common areas may be used by the unit owners and their guests, and may be used by the business invitees, lessee, tenants and guests of the owner of the nonresidential Unit 500. There are certain limits upon use of these facilities when a unit is rented or under corporate or multiple ownership. See paragraph 26 of the Declaration of Condominium attached as Exhibit 1 of this Offering Circular.

6. Other Facilities Available for Use By Unit Owners but Not Part of the Condominium.

Longboat Key Golf and Tennis Club: Unit owners at Inn On The Beach, and their guests, will have the facilities and services of Longboat Key Golf and Tennis Club available for use upon acquisition of appropriate membership if membership is

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Comm. Stewart,
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in the I-D-B condo
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door for hotel
guests to use
the club facilities.
Mark

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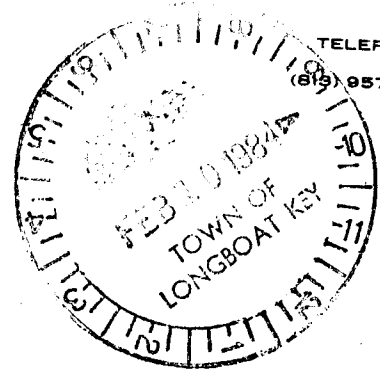
Atty General
x of Florida

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

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

TELEPHONE
(813) 957-0153

February 8, 1984



Mr. Albert T. Cox, Jr.
Director of Public Works
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 33548

Re: Inn on the Beach - Condominium Documents

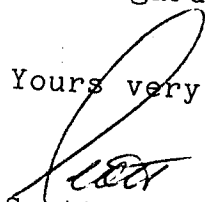
Dear Al:

I have reviewed the condominium documents for all phases of Inn on the Beach and find them to be in accordance with Florida Law and the ordinances of the Town. I have also examined the documents with regard to the conditions set forth in the resolution of approval for Arvida Resort Hotel project and find:

- ou* 1. That the Declaration of Condominium submits the fee simple title to the property to condominium.
- ou* 2. The condominium is a phase condominium.
- ou* 3. The condominium bylaws provide for an express power to the association to levy assessments for beach nourishment and protection.
- ou* 4. I find no reference to the operation of concessions on the beach.

If you have any further questions regarding this matter feel free to call.

Yours very truly,


Scott R. Christiansen

SRC/tlb
Enc.

OFFERING CIRCULAR

for

INN ON THE BEACH

a condominium

THIS OFFERING CIRCULAR CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS OFFERING CIRCULAR AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

Beach Area: All unit owners in Inn On The Beach shall have the right to use the entire 1,200 feet of Gulf beach which will be part of the common areas of Inn On The Beach. The owner of Unit 500 has the right, but not the obligation, to operate concession services upon the beach including but not limited to boat rental, umbrella rental, etc. See paragraph 25 of the Declaration of Condominium attached as Exhibit 1 to this Offering Circular.

Swimming Pool: Arvida contemplates the construction of a swimming pool, deck, jacuzzi, and men's and women's restrooms in Phase I as shown on Exhibit 2 to this Offering Circular. The precise size and design of such facilities has not yet been finalized, however the swimming pool will have a minimum surface area of 2,500 square feet, a depth ranging from three feet to eight feet, will be surrounded by a deck of approximately ten feet in width, and the pool and deck will accommodate a swimming and lounging capacity of approximately one hundred fifty people. The swimming pool will be heated. The jacuzzi will have a minimum surface area of one hundred square feet and will accommodate approximately ten people. The restrooms will each have a minimum square footage of 160 and will each accommodate approximately six people.

Emergency Generator and Booster: An emergency generator and emergency booster pump for the fire system will be installed in a building to be constructed upon Phase I as shown on Exhibit 2.

(b) Minimum Expenditure by Developer for Personal Property for Recreational Facilities.

Arvida contemplates a minimum expenditure of \$25,000.00 to furnish personal property for use with the swimming pool, deck, and jacuzzi.

(c) Ownership and Use of the Foregoing Facilities.

The beach areas, swimming pool, deck, jacuzzi, men's and women's restrooms, emergency generator and booster pump in building, will be part of the common elements and will be owned in common by the unit owners. The common areas may be used by the unit owners and their guests, and may be used by the business invitees, lessee, tenants and guests of the owner of the nonresidential Unit 500. There are certain limits upon use of these facilities when a unit is rented or under corporate or multiple ownership. See paragraph 26 of the Declaration of Condominium attached as Exhibit 1 of this Offering Circular.

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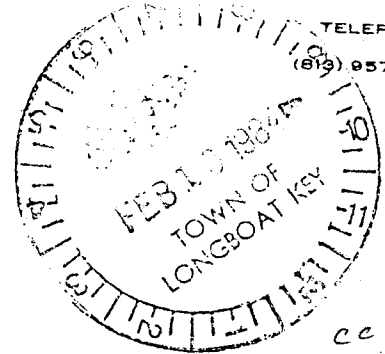
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February 8, 1984



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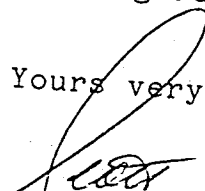
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Yours very truly,


Scott R. Christiansen

SRC/tlb
Enc.

The nonresidential Unit 500 has no bedrooms or bathrooms.

(d) Survey and Condominium Plat.

A copy of the survey and condominium plat for Phase I is attached as Exhibit 2 to this Offering Circular, a copy of the survey and condominium plat for Phase II is attached as Exhibit 14, and a copy of the survey and condominium plat for Phase III is attached as Exhibit 14A.

(e) Estimated Latest Date of Completion.

It is contemplated that all units in Phase I of Inn On The Beach will be completed by April 1, 1983, although such completion date is not guaranteed by Arvida. It is contemplated that all units in all three phases of Inn On The Beach will be completed by April 1, 1986, although such completion date is not guaranteed by Arvida.

(f) Maximum Number of Units that Will Use Common Facilities.

Upon final development of all three phases of Inn On The Beach there will be a maximum of 222 units, 221 of which will be residential units and one (1) of which will be nonresidential. (PRIMARYLY COMMERCIAL)

4. THE CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTERESTS AND NOT AS LEASEHOLD INTERESTS.
5. Facilities that will be Used Only by Unit Owners in This Condominium, Their Guests and Business Invitees.

(a) General Description of the Facilities.

Par Cors Path: Arvida contemplates construction of a physical fitness "par cors path". The par cors path is to be located in Phase I and Phase II as reflected on Exhibit 2 to this Offering Circular. Arvida does not contemplate that any personal property would be purchased or furnished in connection with the use of the par cors path. That part of the par cors path located in Phase I will be available for use upon the completion of construction of Phase I which is estimated to be April 1, 1983, and that part of the par cors path located in Phase II will be available for use upon the submission of Phase II to condominium ownership which is estimated to be before April 1, 1986. The par cors path will be part of the common elements and will be owned in common by the unit owners.

Resident Manager's Apartment: Developer reserves the right to designate one or more units in any phase of Inn On The Beach for the use of a resident manager; however, Developer does not anticipate it will do so. Such unit or units would be conveyed by Developer to the Association for a purchase price not to exceed the sales price of comparable units in Inn On The Beach. For further details, consult paragraph 24 of the Declaration of Condominium attached as Exhibit 1 to this Offering Circular.

Beach Area: All unit owners in Inn On The Beach shall have the right to use the entire 1,200 feet of Gulf beach which will be part of the common areas of Inn On The Beach. The owner of Unit 500 has the right, but not the obligation, to operate concession services upon the beach including but not limited to boat rental, umbrella rental, etc. See paragraph 25 of the Declaration of Condominium attached as Exhibit 1 to this Offering Circular.

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TOWN OF LONGBOAT KEY FLORIDA

INCORPORATED NOVEMBER 14, 1965



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

February 17, 1982

Mr. H. A. Liberman, President
Longboat Key Club Tennis Association
361 Gulf of Mexico Drive
Longboat Key, Florida 33548

Dear Mr. Liberman:

In answer to your inquiry regarding membership rights in the GPD or Longboat Key Club golf and tennis facilities, it is my opinion that the intent of Resolution No. 80-21 reserves 20% of both golf and tennis memberships to residents of Longboat Key.

This Resolution further states that memberships in golf and tennis facilities by unit owners of Sands Point, Privateers or Longboat Key Towers are to be included in the 80% membership, leaving the 20% membership available to other residents of Longboat Key.

If I can furnish any additional information on this subject, please advise.

Very truly yours,

G. Wayne Algire
Town Manager

GWA:hej

Files 2-26-82

CONCEPTUAL DESIGN PARAMETERS

Resolution 85-27

Tract	Possible Recreation Facilities	Area Acres	D.U./Acre	Max D.U.	Type Development	Type Bldg.	Number, Height & Range of Buildings
MF "A" Longhouse Point	Boardwalk, Greenways, Open Space, Passive Recreation, Swimming Pools, Tennis Courts	12.85	9.7	125	Multifamily Residential	Garden Apts. & Midrise	A mixture of buildings to range from three to six stories in height with some of each. The number of buildings of each selected height to be subject to site plan review.
MF "B-1A"	Greenways, Swimming Pools, Open Space, Recreation Center, Tennis Courts	18.10	13.9	251	Multifamily Residential	Garden Apts. Midrise & High-rise	A mixture of buildings to range from two to eight stories in height with some of each. The number of buildings of each selected height to be subject to site plan review.
MF "B-1B"	Greenways, Swimming Pools, Open Space, Recreation Center, Tennis Courts	25.75	14.0	361	Multifamily Residential	Garden Apts., Midrise & High-rise	A mixture of buildings to range from two to ten stories in height with some of each, but no more than four 10-story buildings. The number of buildings of each selected height to be subject to site plan review.
MF "B-2" Inn on the beach	Boardwalk, Greenways, Swimming Pools, Open Space, Recreation Center, Conference Facilities, Restaurant & Lounge, Lobbies, Public Space, Tennis Courts	20.70	11.8	245	Hotel Resort	Garden Apts, Midrise & High-rise	
MF "C" Beaches of Longboat	Swimming Pools, Greenways, Open Space, Tennis Courts	18.00	16.4	295	Multifamily Residential	Midrise & High-rise	A mixture of four buildings, two of which to have stepped down heights of 10-9-8 stories and two of which to have stepped down heights of 9-8-7 stories, all subject to site plan review.
MF "D"	Swimming Pools, Greenways, Tennis Courts, Open Space	3.16	6.3	20	Multifamily Residential	Garden Apts.	A mixture of buildings to range from two to three stories in height with some of each. The number of buildings of each selected height to be subject to site plan review.
MF "E"	Swimming Pools, Greenways, Tennis Courts, Open Space, Boardwalk and One Boat Dock Landing.	11.10	9.8	110	Multifamily Residential	Midrise	Three midrise buildings with five living levels and sixty feet in height, subject to Site Plan Review.
	Subtotals - Residential	109.66		1,407			
	Commercial Office	5.00					
	Road Right-of-Way	15.60					
	Recreational Amenities: Golf Course Open Space Golf Course, Accessory Use Tennis Complex Yacht Club	107.42 29.40 7.90 3.70					
	Subtotal - Res. & Non-Res	278.68		1,407			
	Other Land in G.P.D. without Outline Development Plan Approval: Nature Preserve & Wildlife Sanctuary Residential MF "F" Special Commercial Village Open Space & Butler	12.80 7.90 10.20 7.60					
	GRAND TOTAL G.P.D.	317.18		1,407			

It is specifically understood and agreed by the parties hereto that the setting of the aforesaid maximum densities will prohibit the transfer of D.U. from any one said parcel to another.

RESOLUTION NO. 85-27

A RESOLUTION APPROVING AN AMENDED LAND INTENSITY SCHEDULE FOR ARVIDA'S LONGBOAT KEY CLUB IN THE GPD ZONING DISTRICT.

WHEREAS, the Town of Longboat Key has adopted Resolution No. 76-7 approving the Outline Development Plan for Arvida Corporation's Longboat Key Club in the Gulf Planned Development District; and

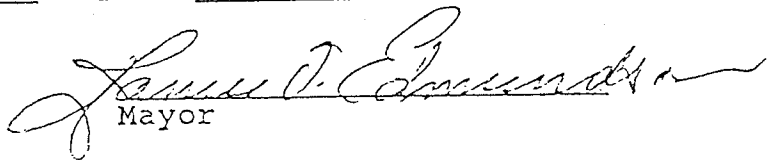
WHEREAS, the Arvida Corporation has agreed to an amendment to its Land Intensity Schedule for the GPD to reduce densities in the GPD to comply with the requirements of the Town's Comprehensive Plan, NOW, THEREFORE,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

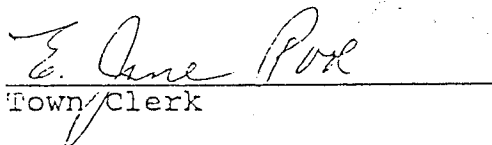
Section 1. That the Land Intensity Schedule - GPD attached hereto as Exhibit "A", is hereby adopted and will supercede the previous Land Intensity Schedule for the GPD district which was accepted by the Town Commission on March 14, 1980 and approved on April 16, 1980 pursuant to condition 7.B.(4) of Resolution 76-7.

Section 2. This resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 7th day of October, 1985.


Mayor

Attest:


Town Clerk

CONSENT OF DEVELOPER

Arvida Corporation does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution

and does further acknowledge that the same is binding upon it and its successors or assigns in the manner hereinabove set forth.

ARVIDA CORPORATION

By: _____
Vice President

Attest:

Assistant Secretary

*see file for
Arvida
R. H. ...*

A RESOLUTION APPROVING A SITE PLAN

Longboat Key Resort Hotel
12/3/80
cc Van Vorst

WHEREAS, Arvida Corporation (hereinafter "Applicant") has applied to the Town for approval of a site plan for Longboat Key Resort Hotel and Club; and

WHEREAS, the building and zoning official has in timely fashion accepted the application and referred the same to the Planning and Zoning Board, along with documentation and staff recommendations; and

WHEREAS, the Planning and Zoning Board has reviewed the application and has filed its findings with this Commission and has recommended to the Town Commission that the proposed development be approved with certain conditions; and

WHEREAS, the Town Commission has conducted numerous public hearings in connection with the review of said plans and now makes the following findings of fact and conclusions:

(a) The plan is consistent with the Town's Comprehensive Plan and the purpose and the intent of the GPD zoning district in which the property is located. The establishment of a resort hotel complex in this location was originally approved by the Town Commission at the time of the approval of the Outline Development Plan for the GPD area on May 5, 1976. The number of units and the height of buildings was officially approved by the Town Commission in the land intensity schedule as amended under date of March 14, 1980. A concept plan encompassing the entire GPD area has recently been filed by the Applicant and accepted by the Town Commission.

(b) The plan varies in some respects from zoning regulations, but such variations are in accord with the philosophy of the development of a planned unit development as reflected in Chapter 7 of the Town Zoning Code. A variance from the gulfside yard setback has previously been approved by the Commission and the gulffront buildings are properly sited in compliance with such variance. Requirements for active recreation have been met in the manner hereinafter set forth in the Conditions made a part of this Resolution. The Commission finds, therefore, that the site plan fully conforms with all applicable Town zoning regulations.

(c) There has been no evidence presented to the Commission or discovered by it of any nonconformity with applicable provisions of the Town's subdivision regulations or any other applicable Town requirements including the design, adequacy and construction of streets, drainage, utility facilities and other essential services.

CONDITIONS REQUISITE FOR APPROVAL OF THE ARVIDA RESORT HOTEL PROJECT

December 3, 1980

1. The rear setback of Buildings L-3 and L-4 shall be revised to twenty (20) feet from the mean high water line of the adjacent lagoon instead of the twelve (12) feet as indicated on the site plan.
2. The parking areas will be realigned so that all parking spaces will be located at least twenty (20) feet from Sands Point Road or from Longboat Club Road.
3. The volleyball court shown on the site plans in the beach area shall be deleted from the site plans.
4. Front setback requirements for Buildings L-1 and L-34 and distances between Buildings N-1 and restaurant and Building M-1 have been waived as recommended by the Planning and Zoning Board and the Planning Consultant in order to provide flexibility in the design and the development of the site and to promote a better quality site plan that is harmonious with adjacent land areas.
5. The name of Sands Point Road shall not be changed.
6. Any permits required by the Town, the State of Florida or the United States Government pertaining to the construction of the dune walkover structure in the Gulf front yard and for the boardwalk adjoining the lagoon, shall be obtained prior to commencement of construction of such facilities.
7. The landscaping plans submitted by the applicant are hereby approved subject to the following additional conditions:

The berm and landscaped area separating this project from the abutting Sands Bay Condominium shall be forty five (45) feet in width and shall be completed during the early phase of development.

The plantings and berms adjacent to Sands Point Road and Longboat Club Road shall be located within the twenty (20) foot buffer on the building site adjacent to the street right-of-way line.

8. A preliminary draft of the condominium documents pertaining to the Resort Hotel have been received and are hereby approved subject to the following conditions:

The declaration shall make specific reference to submission of the fee simple title to the property described in the declaration to condominium ownership.

The applicant has agreed that the declaration of condominium will be changed from a section type condominium to a phase type condominium and that such declaration and related documents will fully comply with the requirements of Chapter 718, Florida Statutes.

The condominium association bylaws or articles of incorporation shall be modified so as to give the express power to the association to levy assessments for beach nourishment and protection.

the reason it is not in the best interests of the Town to approve the application," had been tabled at the November 10 meeting and was now placed back on the table. Motion was withdrawn by Seegel and second withdrawn by Bell.

5. ARVIDA RESORT HOTEL SITE PLAN APPROVING RESOLUTION (80-20)

At the direction of the Commission Resolution No. 80-20 approving the site plan for the Longboat Key Resort Hotel and Club was read. Commissioner Seegel moved that consideration of Resolution 80-20 be tabled until December 10. Motion failed for lack of second.

It was moved by Riter, seconded by Fernald that Resolution 80-20 with attached conditions be adopted.

Town Manager Allgire reported that in line with Commission request that he do so, Consulting Planner Jack Whelan had met with Arvida and they had worked out a plan to reduce the width of parking spaces and rearrange them in such a manner that the buffer between the parking area and Sands Bay condominium could be increased from 25 to 45 feet, and that Condition No. 7 should be changed accordingly.

It was moved by Seegel that the rear setback of Buildings L-3 and L-4 referred to in Condition No. 1 be increased from 20 feet to 50 feet from the mean high water line of the adjacent lagoon. Motion failed for lack of second.

It was moved by Seegel that Condition No. 20 be added to provide that no certificate of occupancy be issued for the hotel or any portion thereof until the Bay Isles golf course is completed and playable. Motion failed for lack of second.

Commissioner Seegel said he did not think the plan conformed with all applicable zoning regulations as stated in the resolution. Also, that there was a clustering of amenities and the Town Commission had gone on record as being opposed to clustering of amenities. Further, that it was not consistent with good design standards as stated because it packed too many buildings onto the piece of land.

The majority opinion was that they could not possibly agree with everything that was in the resolution but after many months of work on it and compromise on the part of the Town and Arvida it was too late to rehash each item again and this was the best that could be accomplished by the Town under its ordinances.

Commissioner Seegel contended that the plan violated the zoning ordinance and the Town Attorney was asked for his opinion as to whether it did. Mr. Whitesell stated that it did not inasmuch as in a Planned Unit Development there are some provisions which would be applicable to other zoning districts that may be waived in a PUD to achieve more open space, better design etc.

Motion to adopt Resolution 80-20 carried with Bell, Riter, Fernald and McCall voting, "aye", Seegel voting, "no".

6. ARVIDA GROWTH AGREEMENT AMENDMENT APPROVAL

Arvida Corporation had submitted in May a proposed Second Annual Addendum to Growth Agreement but no action had been taken by the Town to await amendment of the Outline Development Plan and decision on the resort hotel site plan. Town Manager Allgire stated that resolution 80-20 approving the hotel site plan included

Pres JBC

MINUTES OF REGULAR MEETING OF LONGBOAT KEY TOWN COMMISSION, DECEMBER 3, 1980, 8:00 P.M.

Mayor McCall called the meeting to order at 8:00 P.M.

Present: Mayor McCall, Commissioners Bell, Fernald, Riter, Seegel

Also

Present: Town Manager Allgire, Town Attorney Whitesell, Town Clerk Pool

Absent: Commissioners Lewin, Ochs

There being a quorum present, the meeting was in order.

The Pledge of Allegiance to the Flag was given.

1. MINUTES APPROVAL

On motion of Riter, second of Fernald, carried unanimously, minutes of regular meeting November 5, 1980 were approved.

On motion of Fernald, second of Riter, carried unanimously, minutes of special meeting November 10, 1980 were approved.

On motion of Riter, second of Fernald, carried unanimously, minutes of special meeting November 19, 1980 were approved.

2. BUS LINE EXTENSION REQUESTING RESOLUTION (80-22)

At the direction of the Commission Resolution No. 80-22 was read, requesting that Manatee County extend bus route 6 from its present termination point at Coquina Beach to Seaview Shopping Center on the north end of Longboat Key. It was moved by Fernald, seconded by Riter and carried unanimously that Resolution 80-22 be adopted.

Commissioner Fernald asked for and was granted Commission concurrence for him to carry the resolution to the Manatee County Commission.

3. LONGBOAT KEY CLUB GPD OUTLINE DEVELOPMENT PLAN AMENDING RESOLUTION (80-21)

The Commission had received copies of the proposed resolution to amend the Outline Development Plan for Longboat Key Club GPD by amending Resolution 76-7. The final draft had been prepared by the Town Attorney in accordance with Commission instructions from the course of several workshop discussions. It was moved by Riter, seconded by Bell that Resolution 80-21 as now amended be adopted. Commissioner Seegel stated he was opposed to the resolution, would not vote for it and thought it was an improper perpetuation of mistakes made in 1976. Commissioner Riter stated that there had been discussion about Arvida's planting trees across the golf course and he wanted to urge that be done as quickly as possible. Motion carried with Bell, Fernald, Riter, and McCall voting, "aye", Seegel voting, "no".

4. RESORT HOTEL SITE PLAN DISAPPROVAL MOTION WITHDRAWAL

A motion by Commissioner Seegel that, "unless Arvida Corp. agreed to move the whole (resort hotel) project to the north by using a minimum of one acre and preferably an acre and a half, the site plan be rejected by this Commission for

12/3/80

3. (Continued)

Arthur Koenig again brought up the matter of storm runoff containment for Beaches of Longboat and stated there was evidence of lack of separation of the runoff. The Town Manager reiterated that the drainage system had received all required permits and he could, if the Commission wished, provide copies of those permits to the Commission for their inspection before issuance of a building permit.

5. Arvida Resort Hotel Site Plan

The Commission continued from previous workshops its review of the site plan for Arvida's resort hotel. The Town Attorney discussed the condominium document for the project. He stated that paragraph 1 had been satisfied. Paragraph 2 would be satisfied after the fact. Certificate of apparent ownership could be a petition for Town approval. He said the phase development vs sectional was probably a choice the Commission would have to resolve. Further, that the other things discussed in his earlier correspondence and his June 13 opinion dealt with areas of which Arvida intended to retain control. Those would have to be resolved by telling Arvida that all the space would be either (1) owned by unit or common space or (2) if not common elements, be treated by the Town as part of the 5% commercial allowance.

Commissioner Fernald questioned whether selling of food and beverages on the beach was something the Town would want. The Town Manager pointed out that Arvida could not have anything on the beach that might be specifically limited or prohibited by the zoning ordinance.

Commissioner Ochs stated that the condominium document prepared by Arvida contained a great many reservations to Arvida which the Commission needed to determine whether they are already covered by other ordinances. Also there were no drawings with the document to indicate the various tracts which are spelled out in the document. He further stated that if it is a sectionalized development, as the document indicates, that is getting very close to making it a subdivision. Arvida Attorney Dietz stated they would by the following day send a letter to request a time extension for site plan review, but they would like to head toward finalization at the next work shop and Commission meeting.

John Griffis, attorney for Sands Bay condominium, read a statement setting forth the problems they perceived as existing with the site plan. Ed Kosnik of Arvida Corp. stated that they had tried for several months to deal with the points raised by Sands Bay and he again went over them explaining Arvida's position.

Commissioner Seegel stated he felt Arvida had defaulted in complying with several of the requirements of the conditions attached to the resolution approving the Outline Development Plan and that the whole issue of the Outline Development Plan could be reopened.

Mr. Kosnik stated that if the Town insisted they could have 20% on site recreation space.

The Town's consulting planner Jack Whelan asked Arvida if they would accept a condition of maximum occupation for the building which will contain meeting rooms, etc. and Mr. Kosnik stated they would.

Joe Gitter, resident of Sands Bay, read and distributed copies of a statement asking the Commission not to approve the site plan.

central file

August 4, 1980

*Jeff Roberts Memo
Tom Jones*

*accepted by
P&Z Board*

*Proj
J.B.L.
P&Z*

In the Matter of Application for Final Plan Approval by Arvida Corporation for Longboat Key Resort Hotel & Club

Approved with changes and subject to Special Conditions.

The site plan was originally before the Planning and Zoning Board in November, 1978, but then rejected and referred to the Town Commission and later referred back to this Board for this Board's review.

This Application had been reviewed by the Planning and Zoning Board in a series of meetings commencing May 15, 1980.

During this review advice and counsel of Adley Associates were availed of and they were regularly in attendance. Staff review as well as the Town Manager's comments were considered in all respects.

Each meeting was attended by Longboat Key residents, principally those residing in the neighborhood multi-family developments. Sands Bay Condominium supplied the Board with comprehensive memoranda. Residents in attendance who desired to address the Board were given an opportunity to do so. Various matters deemed by the Board to be not acceptable in the original plans were adjusted during these hearings.

Having concluded the hearings, the Planning and Zoning Board reports the following findings. (Zoning Code 6.75)

(a) The Plan is consistent with the Town's Comprehensive Plan and the purpose and intent of this GPD.

1. The establishment of a resort hotel complex at the location indicated has been officially approved by the Town Commission in the original approval of this GPD Outline Development Plan, May 5, 1976. The number of units and the height of buildings has been officially approved by the Town Commission in the Land Intensity Schedule as finally amended March 14, 1980.

2. The requirement of the presentation by Applicant of a Conceptual Plan embracing the whole GPD has been met by a display of architect's renderings and is satisfactory to the Board; subject to the condition that the schedule for completion of this resort and club be updated and revised.

(b) The Plan varies in some respects from zoning regulations as reported on below:

1. Variance from the Town's coastal construction setback line has been approved by the Commission and the Gulf front buildings are sited in compliance.

Central Files 8-5-80

August 4, 1980

2. The required area for active recreation has been met by the assured availability of the Longboat Key Golf Club and the Tennis Club to all owners in the Longboat Key Club area, including those residing in Sands Bay, Longboat Key Towers and the Privateers as noted in Conditions 9 and 15 in the Outline Development Plan approval of May 5, 1976, and implemented by Arvida letter of July 22, 1980. It is suggested that consideration be given to requiring an amendment to the Agreement between Arvida and the Town dated March 5, 1979, relating to the Golf Club lands; this amendment to allow residents of Longboat Key Club through an appropriate organization to have first refusal and a preferential right to acquire the facility in the event Arvida Corporation seeks to assign it. This amendment to grant similar rights as respects the Tennis Club.

3. Various setback measurements imposed by cone of vision regulations were waived to permit a more harmonious treatment of the whole site.

4. Buildings L3 and L4 are shown to be 12' and 14' from the lagoon. Zoning 5.33(c) requires a 30' setback. The Board rejects the proposed variation and suggests a 20' setback; subject, if deemed necessary to the approval of the Board of Adjustment.

(c) There has been no evidence presented to the Board or discovered by it of any non-conformity with applicable provisions of the subdivision regulations or other applicable requirements.

(d) The Plan complies with the requirements of good design standards with respect to all external relationships; with the exception of the of the beach volley ball court and the beach concessions noted in Special Conditions H and F below.

(e) The Plan is in conformance with Town policy respecting ownership, completion and maintenance. However, attention is directed to Special Conditions noted below.

The Plan to which this approval applies consists of the following documents:

- (A) Longboat Key Club Land Intensity Schedule and Diagrammatic Site Plan, dated January 4, 1980 and amended March 14, 1980.
- (B) Longboat Key Resort & Club Site Survey dated May 27, 1980.
- (C) Longboat Key Resort & Club General Site Plan dated June 21, 1980.
- (D) Longboat Key Resort & Club Detail Site Plan dated June 25, 1980, numbered 251.404, as amended by Bennett & Bishop report of June 27, 1980.

August 4, 1980

- (E) Architect's Renderings of Conceptual Plan as presented before Planning & Zoning Board on July 10, 1980.
- (F) Preliminary Architectural Elevations and Floor Plans and Building Sections dated January 9, 1980.
- (G) Architectural Rendering Hotel Sections, July 1980.
- (H) No elevations were shown respecting buildings L3 and L4 for the assigned reason that they had not been prepared.

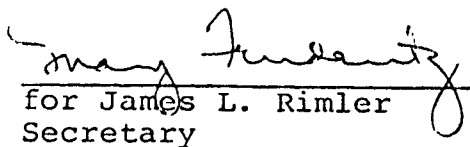
Special Conditions to be met prior to final approval are:

- (A) Condominium document substance to be approved by Town Commission.
- (B) The name "Sands Point Road" not to be changed.
- (C) The required town, state and federal permits be obtained for the dune walkovers and observation deck in the Gulf front yard and the boardwalk adjoining the Lagoon.
- (D) Review of site plan by Longboat Key Fire Department be obtained and deficiencies adjusted.
- (E) Review of traffic control, Sands Point Drive by Longboat Key Police Department be obtained and deficiencies adjusted.
- (F) Building elevations for L3 and L4 be developed by Arvida to the satisfaction of the Town Commission.
- (G) Detailed landscaping plans for Sands Point Road be presented to Town Commission and approved.
- (H) Plans be amended to provide that no parking area be closer than 20' to a street.
- (I) Buildings L3 and L4 be moved inland to provide that no part of either building is closer than 20' to mean high water line.
- (J) Volley ball court shown on plans in beach area rejected as an undesirable invasion of a scenic and ecologically sensitive area.
- (K) The privilege of locating and opening a concession on the beaches for the sale of beverages, foods, recreational equipment and related items including the construction and maintenance of semi-permanent structures, all as reserved to Arvida by the condominium documents should be disallowed as being not in harmony with preferred standards for external and neighboring relationships.

August 4, 1980

- (L) Amendment to the Arvida agreement of March 5, 1979, relating to the Longboat Key Golf Club be made to conform to paragraph (B) 2 above.
- (M) An easement to be provided for the benefit of residents southerly and westerly of the L3, L4 complex granting pedestrian use of the boardwalk.
- (N) Arvida make a commitment specifying the time and nature of screening of the GPD neighboring area by planting of trees as shown on Conceptual Plan to soften the impact of high rises.

These Findings and Approval issued under the direction of the Planning and Zoning Board at its meeting July 24, 1980.


for James L. Rimler
Secretary

msf

CF
Arvida Corporation
TWENTIETH FLOOR
ONE BISCAYNE TOWER
MIAMI, FLORIDA 33131
TELEPHONE (305) 358-3300
cc GWA
Mary

EDWARD F. KOENIG
GROUP VICE PRESIDENT

July 22, 1980
Readall
M. L. L. L.

Town of Longboat Key
Planning and Zoning Board
P. O. Box 107
Longboat Key, FL 33548

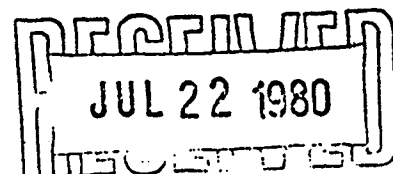
Dear Mr. Chairman:

At the July 10, 1980 Planning and Zoning Board meeting, the Board members raised a number of questions relating to the recreational facilities at the proposed Longboat Key Resort and Club (The Condominium Hotel) and the relationship of those facilities to the Longboat Key Golf and Tennis Club (LBKGTC). At that meeting, I reviewed some statistics with the Board regarding the present use and future intended use of the LBKGTC. During the course of the dialogue, I indicated that Arvida was prepared to make certain commitments, if necessary, relating to the intended utilization of the recreational facilities at LBKGTC. The purpose of this letter is to provide additional data to the Board and to set forth the commitments that I made at the meeting.

As I discussed during the past several meetings, the recreational elements of the Condominium Hotel will feature a wide array of activities which will include: beaches, swimming and sunning, yachting and boating, fishing, jogging, biking, golf, dining, shopping, tennis, social events, and I am sure others.

Our experience indicates that the beach is the principal recreational lure for people living on and visiting Longboat Key. I have attached Page 7 (which I have extracted) from a 1978 Town of Longboat Key community attitude survey (Exhibit I) which shows in Item 31 the percentage participation and utilization by respondents of selected recreational facilities. You will note that of the 11 activities mentioned, tennis was the least popular recreational activity mentioned by the respondents to the survey, with only 24% of the 2,000

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respondents noting a participation in tennis and only 58% of those participated more than once a week. This indicates that about 13.9% of the persons play more than once a week. Golf was listed as the 7th most popular recreational activity.

You also can note from the survey that the top five activities were:

Beaches	73%
Swimming	62%
Live Theater	53%
Movies	46%
Fishing	44%

In our amenity strategy, which is consistent with what we understand the market wants, golf and tennis are part of the range of recreational amenities, but they are not crucial or central to the resort experience on Longboat Key. We feel that we must have first class golf and tennis facilities to provide a total resort experience, although golf and tennis play a less important role than beaches, pools, fishing, boating and the other water oriented sports which is what the Longboat Key lifestyle is all about. However, I understand your request for additional information, and in this letter I have tried to respond.

The concept of a PUD is to achieve better planning, more cost efficiency and open space by clustering amenities, residential, commercial and other land uses. As a result, residential site plans within a PUD must be viewed not as free-standing subdivisions, but in the context of their relationship with the total PUD. From an amenity standpoint, some amenities, such as swimming pools, can be provided in a first-class manner within an individual project. Others, such as boat slips, golf and tennis, require that they be consolidated to achieve a first-class experience.

The relevant planning issue facing the Board is whether

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sufficient recreational facilities have been incorporated to satisfy the Town's site plan approval requirements for the Condominium Hotel. I feel that onsite recreational facilities should not be required for individual site plans within a PUD if adequate facilities exist within the GPD, but we still have shown 48,000 square feet of active recreational space on the Condominium Hotel site plan which complies with and exceeds the Town's requirements of 38,000 square feet.

The analysis which follows supports my feeling that the planned GPD recreational facilities are sufficient for present and future GPD property owners, and capacity also exists in the intermediate term future at the LBKGTC for present club members.

When a community development is started and amenity development precedes residential or commercial development (as is the case at the LBKGTC), a situation exists where there are excess facilities and no PUD residents. During the early stages of development in order to provide facilities at a reasonable fee, it is necessary to create usage of the facilities by offering them to a wide spectrum of users, consistent with the development character and quality of the community. Over time, as the community is developed, the residents of the PUD become a larger constituency and outside memberships are curtailed through attrition or other means.

Ultimately, first preference or eligibility rights for membership at the LBKGTC will lie with the property owners within the Longboat Key Club GPD. This, obviously, is not a concern or issue since there presently are no property owners within the GPD. Even considering the residents of Sands Bay, Longboat Key Towers and the Privateer, there is only nominal usage of the present recreational facilities by members with the GPD boundaries (See Table I).

Residents of the Sands Bay, Longboat Key Towers and Privateer will enjoy the same rights of membership at the LBKGTC as GPD property owners.

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TABLE I

Current Member Profile - The matrix below shows the composition of the current members by area of residence and demand for club memberships within certain areas. All figures are in a percentage form.

	<u>Membership at LBKGTC</u>		
	<u>Social</u>	<u>Golf</u>	<u>Tennis</u>
Within GPD	<u>0%</u>	<u>0%</u>	<u>0%</u>
Total GPD	0%	0%	0%
Sands Bay, LBK Towers & Privateer	<u>12%</u>	<u>29%</u>	<u>9%</u>
Total PUD Adjusted	12%	29%	9%
Seaplace	6%	11%	5%
Longboat Key - Other Areas	53%	32%	56%
Off-Island Areas	<u>29%</u>	<u>28%</u>	<u>30%</u>
TOTAL	<u>100%</u>	<u>100%</u>	<u>100%</u>

PRESENT SPORTS USAGE

The existing golf course had a usage of 59% of all available starting times during 1979, and 73% of available times from January 1 to April 30, 1980. During 1979, there were 44,150 unused tee times and during the 1980 winter season, there were 9,605 unused times.

The existing tennis courts had a usage of 33% of all available hours during 1979 and 42% of available hours from January 1 to April 30, 1980. During 1979, there were 25,607 unused hours and during the 1980 winter season, there were 7,296 unused hours.

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These statistics indicate that there still is excess capacity on the present golf/tennis facilities. However, we agree that golf and tennis are both susceptible to seasonal overloads at preferred play times. Necessarily, there is a crowding problem for 30-45 days a year at the prime tee times of 8:05-9:45 A.M., and tennis times between 9:00-11:00 A.M. There are only 35 tee times which can accommodate 140 golfers and 22 tennis court hours which can accommodate 44 players daily during this period, so obviously, everyone cannot play at these preferred times. It is uneconomic to build enough golf or tennis facilities for everyone to play at the preferred times. Economic management requires that play be balanced during the day and other times during the year. Membership capacities can be increased by up to 50% if the added memberships do not have peak season usage rights or if they have limited play rights, without affecting in-season play.

Over time, as the number of GPD property owners increase, there will still be sufficient capacity for Longboat Key resident club members for the immediate future. This will be accomplished by reducing outside membership. Some of the strategies which might be considered are:

- Elimination of commercial membership (i.e., local hotels, motels, etc.).
- Elimination of existing members through normal attrition (currently running 10-15% per year).
- Elimination of non-resident membership which allow out-of-area residents to play during a 30 day period.
- Elimination through attrition or curtailment of off-island membership. Table I shows approximately 28% of our golf membership and 30% of our tennis membership is derived from off-island members.

Through these measures, we can control over 40% of our membership within a two year period (two years of normal attrition and curtailment of off-island membership). We would not

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propose to implement any of these strategies before the Condominium Hotel was completed. At that point, it is likely that the issue will be moot since it is probable that the Bay Isles golf course will be available for play. Our intent is to begin construction of the Bay Isles 18-hole golf course when we commence construction of our Fairway Bay Project in Bay Isles. At that point, there would again be excess capacity.

We are prepared to extend, indefinitely, eligibility rights to present golf and tennis members of the LBKGTC who are not property owners of the GPD, but are residents of Longboat Key. These rights would extend to either the LBKGTC or our proposed Bay Isles facilities.

In our judgment, there are sufficient golf and tennis facilities at the present time for GPD property owners and other members within the GPD area and for our existing club members. Furthermore, we have ample alternatives to closely control membership over time, and we will ensure that LBK residents who are currently club members and non-GPD property owners will have an ongoing right to membership.

CAPACITY FOR FUTURE GPD RESIDENTS

The next issue is whether there is sufficient capacity to provide recreational facilities for GPD residents when the PUD is fully developed. The number of future residences to be constructed within the GPD boundaries is shown below.

<u>Longboat Key Club GPD</u> <u>Potential Units</u>	
Constructed Units	0
Zoned Units	1,560
Zoned land east of Gulf of Mexico Drive - 19 Acres at 10 units each	190
Units within PUD Envelope (Sands Bay, Privateer and LBK Towers)	<u>282</u>
TOTAL POTENTIAL UNITS	<u>2,032</u>

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The existing classes of membership are as follows:

1. Social - Entitled to use clubhouse facilities and can use the sports amenities by paying a fee each time of use.
2. Unlimited Golf - Dues include a social membership plus free green fees for the membership year. Available for either single or family groups at different rates.
3. Unlimited Tennis - Dues include a social membership plus free court fees for the membership year. Available for either single or family groups at different rates.
4. Unlimited Golf and Tennis - A combination of the preceding.
5. Beach Club - Provides use of the Beach Club facilities.
6. Hotel-Motel Members - There are six hotels or motels who can make the golf or tennis facilities available to their guests for a use fee. This privilege is limited to non-peak times in season. We will continue to monitor the effect of this use and may have to discontinue it in the near future.
7. Non-Resident Members - Permits limited use play for 30 days per year to members living more than 50 miles away from Longboat Key.

There is a need to add new membership categories to improve off-peak season sports use without impacting peak season play. The new categories would be similar to the existing unlimited golf and tennis membership, but would only include free fees for the eight or nine off-season months. This approach not only broadens the usage base for the golf and tennis facilities, but also provides a lower-priced category for year round residents.

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MEMBERSHIP CAPACITIES

Unfortunately, we are not aware of any definitive national surveys on memberships per 18-hole golf course or per tennis court, but even if there were, such statistics would be subject to wide variation from area to area because of climate, club membership structure, quality of club, intensity of play, etc. Throughout Arvida's communities, we operate nine 18-hole golf courses and 118 tennis courts. While someone might operate more, we feel our experience gives us a good knowledge of facility demand and user preferences.

<u>Club/Community</u>	<u>Golf Courses</u>	<u>Tennis Courts</u>
Sawgrass	1	12
Boca West	3	22
Boca Raton Hotel	1	20
Broken Sound (Boca Raton)	1	0
Willow Springs (Atlanta)	1	12
Inlet Beach (near Sawgrass)	1	4
Longboat Key Club	1	11
Coto De Caza	0	16
7 Other Communities	0	21
TOTAL	9	118

Our in-house statistics show memberships per golf course ranging from 350 unlimited members for the exclusive Broken Sound Golf Course where membership requires a \$10,000 initiation fee plus annual dues of \$1,650, to about 500-600 unlimited members and over 750 total members in resort environments where play is seasonal.

For tennis clubs, our figures indicate members per court ranging from 25-35, and we have assumed about 27 for the 14 proposed courts at the LBKGTTC.

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AMENITY CAPACITIES

The practical limitations on the capacity of golf and tennis play at the LBKGTC facilities are shown below:

	<u>Year-Round Only</u>	<u>Year-Round and Off-Season</u>
Golf (One 18-hole course)	500	750
Tennis (14 Courts)	375	560

Our current experience with memberships at Sands Bay, Longboat Key Towers and Privateer and Seaplace is shown below:

	<u>Units</u>	<u>Membership %</u>	
		<u>Golf</u>	<u>Tennis</u>
Sands Bay/Longboat Key Towers/Privateer	282	29%	9%
Seaplace	461	11%	5%

Using this experience, which is based on a large sample, we assumed about 23% of the GPD residents would be golf club members at full development of the LBK Club GPD. With 2,032 potential units, the number of members would be about 470 members, which represents only a part of the 750 maximum membership (including off-season), and less than the 500 unlimited members. For tennis, we assumed 8% membership, or about 165 members, which is far below the 560 maximum membership (including off-season) and the 375 unlimited members. While we feel that there is sufficient capacity with the 11 courts at the LBKGTC, we intend to add three additional courts at the LBKGTC tennis complex.

Three additional tennis courts will be added to the present LBKGTC tennis complex which will increase the number of tennis courts to 14. These courts will be available for play when

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the proposed Condominium Hotel opens.

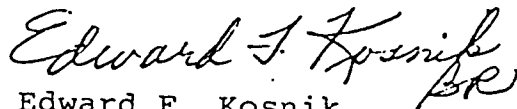
As I have discussed previously, we feel that good planning dictates that we not sprinkle tennis courts throughout the PUD. With two to four courts in a location, a first class tennis experience cannot be created. A tennis professional cannot be supported, a tennis shop and equipment cannot be provided, higher maintenance clay courts cannot be serviced properly, and quality competition, tourneys, etc., are not readily available. In addition, a larger number of courts in one area makes it easier to respond to peak time demands. At the present club, we have additional room for three courts, and we feel that that is the location where they can provide maximum impact.

Someone raised the issue that Colony Beach has more tennis courts. Again, comparisons are virtually impossible since Colony Beach caters to tennis clinics, schools and markets to a tennis oriented user. Their tennis programs require that blocks of time be available solely for tennis programs. The age of their user is dramatically lower than our residents and their frequency of use higher.

Some questions also arose about the number of slips which are planned at the yacht club. We have not filed for a permit, but our current thinking is that we intend to apply for 95-99 slips. Membership at the yacht club would be under the umbrella of the overall club as is the Beach Club, unlimited golf membership, tennis, etc.

I hope the above analyses and comments have responded to your questions about the present status of our recreational amenities and our future plans. I now hope that this lingering issue can be resolved, and final approval can be obtained for the Condominium Hotel at the July 24th meeting.

Yours sincerely,



Edward F. Kosnik
Group Vice President

EFK/br
cc: G. Wayne Allgire
Jack Whelan

EXHIBIT 1

29. Own a boat.

Responses 2001, or 98 % of #0.

Yes 568, or 28 %

No 1433, or 72 %

30. Number of bicycles in household.

Responses 2004, or 98 % of #0.

None 1097, or 55 %

Two 444, or 22 %

One 387, or 19 %

3 or more 76, or 4 %

31. Participation and utilization of selected recreational facilities.

Any responses 1833, or 89 % of #0.

	<u>Activity/ Facility</u>	<u>Percent Engaging</u>	<u>Less than one month</u>	<u>2 - 3 times/month</u>	<u>More than once/week</u>
⑪	Tennis	<u>24%</u>	<u>18%</u>	<u>24%</u>	<u>58%</u>
⑦	Golf	<u>41%</u>	<u>19%</u>	<u>25%</u>	<u>56%</u>
④	Movies	<u>46%</u>	<u>58%</u>	<u>36%</u>	<u>6%</u>
⑤	Fishing	<u>44%</u>	<u>29%</u>	<u>35%</u>	<u>36%</u>
①	Beaches	<u>73%</u>	<u>9%</u>	<u>21%</u>	<u>70%</u>
③	Live theater	<u>53%</u>	<u>52%</u>	<u>41%</u>	<u>7%</u>
⑥	Library	<u>43%</u>	<u>32%</u>	<u>40%</u>	<u>28%</u>
⑩	'Go for a drive'	<u>30%</u>	<u>23%</u>	<u>34%</u>	<u>43%</u>
②	Swimming	<u>62%</u>	<u>6%</u>	<u>17%</u>	<u>77%</u>
⑧	Bicycling	<u>36%</u>	<u>7%</u>	<u>20%</u>	<u>73%</u>
⑨	Boating	<u>32%</u>	<u>22%</u>	<u>31%</u>	<u>47%</u>
	Other	<u>13%</u>	<u>3%</u>	<u>15%</u>	<u>82%</u>

32. Are existing private/public recreation facilities adequate.

Responses 1875, or 92 % of #0.

Yes 1503, or 80 %

No 372, or 20 %

33. Are present beach accesses adequate.

Responses 1912, or 93 % of #0.

Yes 1653, or 86 %

No 259, or 14 %

PLANNING & ZONING BOARD
MINUTES

July 10, 1980

*Pray
J.B.D.
Resort Hotel*

Meeting was called to order by Chairman Edmundson at 10:00 A.M.

Present: Chairman Edmundson, Vice-Chairman Sedwick, Secretary Rimler, Members Bossert, Jones, Moffett, Mullin

X Sedwick

Absent: Members Goodridge and Staley

Also

Present: Harry Adley and Jack Whelan of Adley Associates, Code Enforcement Inspector Russ Nowlen, Acting Secretary Jane Pool

There being a quorum present, the meeting was in order.

On motion of Sedwick, second of Bossert, carried unanimously, minutes of June 19, 1980 meeting were approved as presented.

BEACHPLACE REVISED SITE PLAN

Vice-Chairman Sedwick stated he had thoroughly analyzed the presentation by Arvida on the proposed alteration at Beachplace to have the pavilions reduced in size and to have the recreation building increased in size in a major fashion. It seemed the proposed site plan changes were to conform to the desires of the Town Commission which he understood also wanted a bigger recreation building. It was moved by Sedwick, seconded by Bossert that the drawings and the petition for altering the Beachplace recreation facility and allied facilities be accepted. In answer to a question from Mr. Jones, Russ Nowlen stated the Staff had no objections to the change, and Harry Adley said he believed the plans were in conformity with what was agreed. Motion carried unanimously.

ARVIDA RESORT HOTEL FINAL SITE PLAN

Ed Kosnik of the Arvida Corp. displayed several drawings which he said were: 1) Conceptual Plan to explain how the overall Longboat Key Club GPD works, what the various interrelationships are, vehicular and pedestrian circulation patterns, amenities which the overall project would ultimately have, special treatment areas such as beach and entry areas, and character of the architecture. 2) The resort area as the core area with residential areas on both sides. 3) The final site plan for the hotel to show how it fits in context with the resort and in turn with the overall project.

Mr. Kosnik stated the Staff memo evaluated the plans in terms of code requirements and a memo from Town Planner Jack Whelan also commented to the Board and the Town Commission on the concept plan and site plan.

Arvida's planner, Calvin Platt reiterated that the plans displayed were three levels and he discussed details of each of the three. He pointed

7/10/80

out that, although it was not under discussion at present, the conceptual plan showed the concept for Bay Village on the east side of Gulf of Mexico Drive as being developed behind a nature preserve and natural edge along GMD to preserve forever the natural look.

In the resort plans, he explained the lagoon concept as being for big, beautiful boats, not full of little slips. Chairman Edmundson asked what was planned for the point of land which juts out to form the lagoon and Mr. Kosnick replied that it is not yet planned except what is on the adopted Land Intensity Schedule which states there will be 230 units in buildings between 3 and 6 stories in height.

Mr. Platt said there would be gates at both entrances to Longboat Club Rd. with entrance by pass for guests and by sticker for residents. Lower, villa type buildings would be facing the lagoon and related to marine views, and boating activities.

Mr. Kosnick explained that the plan was for condominium ownership of the units with the provision they could if the owners wished, be rented out for as little as one day at a time. Arvida Corp. would be the resort manager and the units would be sold furnished to control the level of furnishings. The common facilities would be owned and managed by Arvida.

Mr. Platt stated there would be trellised courts in the parking area and each building would have trellises of flowering shrubs to give a continuity to the beach units, with quite a different look from the lagoon units. Mr. Kosnick said the central one story building would have 9,150 square feet. There would be some administrative area, secretarial space, bathroom areas, and a library or quiet space. The central area would be open and would link the two structures. The second structure would include a restaurant with indoor and outdoor seating for 110 people, kitchen area, and a big open space for meetings, subdividable into as many as six spaces, and bathrooms for this area. All the information and reception functions had been removed from this building and transferred to the control point at the entrance to Longboat Club Rd. off Gulf of Mexico Dr.

Jack Whelan commented he had only seen sketches, not these drawings, before this meeting. He stated that the concept drawings reinforced the developers' idea that the golf course and other amenities were part of the hotel and that they were asking the Town to accept that idea. The plans were developed according to the Land Intensity Schedule as to density and as to heights of buildings. He felt it would be beyond the demands of a conceptual plan to ask Arvida to do site plans at this time for the undecided areas because it cannot be done without designing the buildings. The direction they seemed to be heading was an attractive kind of soft treatment. He thought the plans were an immense improvement over the earlier plans. There had been previous discussion about whether the resort hotel should include on site all the recreational facilities a normal hotel would have. Arvida had now

included recreational facilities on site to comply with the zoning ordinance, but with their choice as to what the facilities were. They did not include tennis. He thought the Board must answer the question whether it was Arvida's right to make that decision, and Mr. Whelan felt it was. He thought it was appropriate, however, for the Board to consider whether the number of tennis courts off site was adequate. Mr. Whelan felt that placement of recreational facilities along the road would enable them to better serve the whole community than they would if they were grouped around the hotel. He also thought that the concept of the lagoon units being separate in character and placement was appropriate. Mr. Platt had discussed groupings of trees running through the golf course in several places and their screening effect, and he, in answer to Mr. Whelan's question, confirmed this was an indication of new plantings to be done. Mr. Whelan stated he thought this was clever and sensible and a commendable gesture. He stated that in driving down the road a person would, from certain points, see mostly trees and other points, mostly berm, and that was the purpose of putting dense lines of trees through the golf course - to break up the view of the buildings. Mr. Whelan stated that the berming was very important, but the engineering drawings submitted for staff review did not indicate the richness of the planting nor the size of the berms. He thought there should and would be a landscaping plan. He did not think consideration of the hotel could be carried on independently of the way the road will be handled.

Gen. Edmundson stated that one major determination the Board should consider was whether it agreed with Arvida's concept of having the tennis and golf course separate or whether they should be required to provide them specifically within each area. In reply, Vice-Chairman Sedwick read a memo he had written on the subject which stated he did not believe the formula for recreational requirements applied to each individual site but to the whole GPD and he said this was confirmed by the Town Commission's interpretation. Therefore, in his opinion, the requirements of 6.77 (3) for on site recreational facilities had been met. However, in including golf, tennis and yacht clubs as recreation space, the Board should confirm membership availability and review Arvida's Boca Raton setup as a guide. Mr. Whelan agreed with Mr. Sedwick but cautioned that with the ownership of the facilities being beyond the control of the GPD there could be some danger of the "evaporation" of the facilities therefor. That was the primary reason for insisting that the recreational requirement be met on site. Mr. Sedwick suggested it could be controlled by requiring Arvida to prove to the Town's satisfaction that the occupants of the GPD would have preferential rights. If this meant that people not living in the GPD could no longer use the golf and tennis facilities, so be it.

Chairman Edmundson said it appeared there was a consensus that looking at the amenities as a whole for the GPD was a reasonable and proper approach. Mr. Moffett added that would be subject to the residents having preferential rights to use, ownership, etc. Mr. Bossert suggested that the condominium documents should state exactly what their privileges would be. Mr. Kosnick told the Commission that Arvida has installed some par courses in other resorts and they have been well accepted. It was not just a ploy to meet the on site

recreational requirement in an easy way. Mr. Kosnick stated they had done statistical profiles of the present club members as to where they live, frequency of golf and tennis facilities use, etc. to determine by demand analysis whether there will be enough recreational area when all the living units in the GPD are completed. The results indicated one golf course would meet the needs and between 10 and 12 tennis courts. They plan to increase to 14 tennis courts. He stated there is a 10 to 15% attrition rate among members but they would let any current member continue his membership as long as he wished to do so. In addition there would eventually be a golf course at Bay Isles. Mr. Edmundson inquired whether the people of Sands Bay, Longboat Key Towers and The Privateers, which are not part of the GPD, would have the same right and access to memberships to the club and recreational facilities as people who will live in the GPD units to be built and Mr. Kosnick stated that they would. Vice-Chairman Sedwick suggested that should be made a condition of approval. Mr. Kosnick said he could not state at this time what order of preference would be established in a few years as to non GPD area members, but there would be a multi-dimensional hierarchy in terms of time of play, how many days ahead of the time they can sign to play and property owners within the complex. Mr. Whelan suggested that Arvida be required to present a plan guaranteeing in the long term the rights to residents as it would need to be documented at some time anyway, and he thought it would be wise to have it during review while the Town has right of approval. Mr. Kosnick said that was a statement they were willing to make, along with continuing eligibility for current members. Mr. Edmundson asked that the statement also include guarantee of the rights of residents in Sands Bay, Longboat Key Towers and The Privateers.

Mr. Kosnick stated that the drawing of the lagoon itself was just conceptual and that it will be necessary to get state permits and to present specific configurations for the slips. It was their intention to operate in a manner similar to the golf club and this would be another element of membership. They might call slips to the residents of the GPD or it might be like a golf course and have a certain rental fee with members having first right to the facilities, but these things had not yet been decided.

Mr. Whelan reminded Mr. Kosnick that the Outline Development Plan provided for 5% commercial area and that he should be careful not to exceed that, since some of these amenities will be included as part of that 5%. Mr. Kosnick's reply was that they were not asking for approval of the conceptual plan but were presenting it to show the tone and character of what they hoped to do.

Mr. Sedwick stated that before final site plan approval of the hotel he was going to insist on some written, binding commitment from the developer committing the recreational facilities use to the residents of the GPD in a manner satisfactory to the Town. Mr. Kosnick stated they would be willing to provide that as a condition of approval.

It was agreed to hold another meeting July 24 at 10:00 A.M. to continue

with this site plan review process. Mr. Kosnik agreed to provide the statement about recreational facilities at that time.

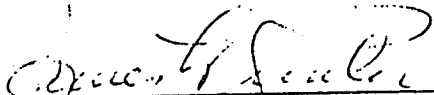
The Chairman asked that at the next meeting Arvida attempt to give further assurance that specifically the golf course and the tennis courts will meet the requirements of the whole area and specifically the hotel. Mr. Bossert asked that they present to the Town Staff and to Adley Associates for their evaluation to the Board a working drawing of the access route to Sands Bay and also of the step down boardwalk plans. Russ Nowlen requested that some representative conceptual plan be presented to the Staff.

Ton Jones raised the question of whether the Board should insist that the road run along the lagoon. The Chairman polled the Board and the majority feeling was that the road should be left as shown on the plans.

Mr. Jones also pointed out that the lagoon buildings are closer to the water than the zoning code permits and suggested it might be necessary to get a variance from the Zoning Board of Adjustment. Jack Whelan stated that the PD concept is to permit some flexibility of requirements in order to cluster buildings.

It was moved by Sedwick, seconded by Bossert and carried unanimously that the meeting be adjourned.

Chairman Edmundson declared the meeting adjourned at 12:32 P.M.



James L. Rimler
Secretary

MEMORANDUM

To: Longboat Key Planning and Zoning Board

Date: July 8, 1980

From: Adley Associates, Inc. (Jack Whelan)

Subject: Longboat Key Resort Hotel and Club Site Plan Review

This project has been the subject of intense discussion from its inception, and the developer has made a number of changes in the plan as these discussions have developed. The most recent site plan (dated June 28, 1980) incorporates responses to the questions we raised with earlier schemes and seems to us now to be generally acceptable.

1. The Master Plan.

The first and paramount question was the relationship of this part of the Longboat Key Club PUD to the whole project. In our view it was imperative that this part of the project carry forward a cohesive plan for the entire PUD and that in the absence of such an overall plan - and a concept it would illustrate - we could not deal with the individual parts. The Planning and Zoning Board agreed, however, to begin the review of the hotel in view of the fact that Arvida had developed a concept and was preparing a master plan. It was understood that the master plan would be subject to review before a final approval could be given to the resort.

The Board has seen previews of the master plan and I have had numerous discussions with the owner and designers about it. The master plan as it is evolving is a thoughtful piece of work and incorporates a number of ideas which I feel greatly improve the project. The hotel site plan as amended carries out these ideas effectively, and thus I feel comfortable proceeding with the review.

2. Sands Point Road.

The question of the character of the access to the several independent parcels along this road has been addressed by the proponent. By treating the buildings on the lagoon entirely different from those on the Gulf, by making the hotel entrance clearly an intersection with Sands Point Road, and by berming the sides of the road, the proponent has successfully solved the problem of the road appearing to be essentially an entrance to the hotel and only incidently an access to the land beyond. Unfortunately, the drawings presented for review do not show how this berm would be formed and planted. It should be at least 5' 0" in height and should be richly landscaped. In addition, an entrance sign for the hotel should be located at the entrance off of Sands Point Road, not out at Longboat Club Road.

3. Pedestrian Circulation.

There were two questions on this point: How do you walk to the golf, yacht and tennis clubs beyond the project, and how do you circulate within the project? Both paths have been simplified and clarified. Thanks to a redesign of the parking lots, the internal circulation is greatly improved. A combination of sidewalks and textured concrete crossings are layed out in a sensible and direct pattern.

Central Files 7-10-80

Longboat Key Planning and Zoning Board

July 8, 1980

4. The Parking.

We were greatly concerned that the density of this project had led to vast parking lots between buildings. Rather than build garages, as we suggested, the designers have proposed a system of trellises that visually break up the parking lots and define the circumferential drive. It is an effective and acceptable alternative in our view.

5. Recreational Facilities.

The question of what should be provided in the way of recreational facilities has received a good deal of attention. The proponents feel that tennis facilities are best provided in one place in the PUD. The question is then whether hotel guests will overcrowd the courts and deny residents easy access. This is a simple question to answer. Standards should be established for the number of courts required by residents and hotel guests and the facility sized accordingly. That the courts be in one place seems to us to be entirely consistent with the concept of a planned unit development.

Whether these courts can be used to satisfy the recreation area requirement is not being tested in this proposal. The proponent claims he has satisfied this requirement on-site. The principle device with which he does this is the controversial "par course". The question has been raised that this is of questionable value, that no one would use it, and if anyone did, the neighbors would not want to have to watch. It is a matter of opinion, I suppose, but in our view it is a rather good idea, and we think it will be popular. In any event, it meets the letter and spirit of the Ordinance and is relatively innocuous aesthetically.

hej

cc J. Whelan
awida
EWA
Russ
CF

STAFF REVIEW
 ARVIDA'S LONGBOAT KEY RESORT & CLUB: TIME STAMPED
 MAY 8, 1980
 ZONED G. P. D.

May 20, 1980

DENSITY: Area between Sand's Point Road and lagoon
 Two (2) acres with 34 units = 17 units/acre

Area between Sand's Point Road and the Gulf of Mexico
 18.7 acres with 211 units = 11.28 units/acre

1. The following comparison is made between the two plans submitted for review

	ALTERNATE A	ALTERNATE B
Dwelling Units	245	245
Restaurant Conversion Units	1 (1,800 FEET) 1 (450 sq. ft.)	1 (1,800 FEET) 2 (1500 sq. ft.)
Total Dwelling Units	246	247 246

No determination could be made as to possible conversion units of the Hotel Office since no floor plans were submitted.

2. The following is a mandatory requirement of the Town's zoning:

The minimum required recreation area for this project is 37,696 square feet.

The recreation areas shown on the Site Plans lie mostly seaward of the Town's waterfront yard setback lines. Zoning Section 6.77 (4) (c) defines the required active recreation space as physical recreation facilities. The only physical facilities permitted within a required waterfront yard are beach shelter, dune walkover structures and marine structures Section 5.33 (a). Therefore, the lagoon boardwalk, dune walkovers, volleyball courts, portions of the Par Course and putting greens are not considered as conforming active recreation areas.

Thus, only the 10,300 square feet of the swimming pool and its adjacent deck may be included as active recreation. Further, the plans do not show the delineation between the pool deck area and the restaurant patio.

~~The rectangular shape next to the pool should be identified.~~

The extent of all encroachments into the required waterfront yard should be dimensioned.

Central Files 7-1-80

3. The following requirements may be waived in part or whole by the Town Commission, where it deems a hardship or a benefit in quality of Site Planning to exist, notwithstanding any other provisions of the code. Zoning 6.77 (7).

The street front yard setback dimensions shown on the plans are incorrectly measured from the street pavement. It was necessary to scale the setback dimensions from the street right-of-way line. Zoning 3.10 (6) and Condition 4 of Resolution #76-7.

<u>BUILDING</u>	<u>MINIMUM SETBACK</u>	<u>SETBACK PROVIDED</u>
L-1 from Longboat Club Road	104'	64' 103' SCALED
L-1 from Sands Point Road	104'	98'
L-34 from Longboat Club Road	104'	46' 35' SCALED
L-34 from Sand Point Road	104'	46' 95' SCALED

<u>BUILDING</u>	<u>MINIMUM BLDG. SEPARATION</u>	<u>BLDG. SEPARATION PROVIDED</u>
Alternate A		
H-1 & Restaurant	55'	SCALED 22' 35' 6.77(7) (b)
H-2 & RESTAURANT	55'	SCALED 36'

<u>BUILDING</u>	<u>MINIMUM SIDE YARD SETBACK</u>	<u>SIDE YARD SETBACK PROVIDED</u>
M-1	36'	30' 6.77(7) (b)

Buildings ~~L-1~~ and ~~L-34~~ ^{L-4} IS in excess of the maximum building length requirement. Zoning 6.77 (7) (c).

The twenty (20) foot buffer requirement between a parking surface and an adjacent street property line has not been maintained. Zoning 6.31 (f) (2).

Alternate A - parking areas A, B, and C.

Alternate B - parking areas A, B, C, and H.

LAGOON SIDE SOUTHWEST AREA = 13'. OPPOSITE SIDE OF STREET = 8'

4. The following observations and comments are provided for consideration by the Town Commission.
- The application indicates the proposal complies with the Town's Comprehensive Plan. This should be verified by Adley & Associates.
 - The application proposes to change the name of Sands Point Road to New Pass Way. This should be approved by the U. S. Post Office and the residents of Sands Point.
 - The drawings indicate a "variance granted by the Town Commission of Longboat Key on February 7, 1979". The minutes of the February 7, 1979, meeting as amended during the meeting of March 7, 1979 states that the application for variance was approved subject to the conditions that the Department of Natural Resources would

recommend upon submission of their plans by the DNR by the Town and without implicit approval of the actual construction proposed, and subject to Site Plan Review. Therefore, no line of variance has been approved.

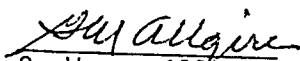
- D. A private beach access easement for Longboat Key residents should be considered.
- E. ~~The Mean High Waterline was last established August, 1978 for this application. An up-to-date survey should be provided.~~
- F. ~~Pedestrian circulation from the southerly portion of building L-34 to the restaurant and pool are inadequate. Zoning G-77 (2)(b), (c), (d), and (g). This might be improved by relocating the driveway of building L-34 in a southerly direction as well as the entrance drive across the street providing a 90 degree entrance on Sands Point Road for both driveway entrances.~~
- G. Condition #9 of Resolution #76-7 approving Arvida's Outline Development Plan states that the necessity for protecting present and future residents of the Town from the burden of assuming the cost of certain facilities and services that should be borne by this development is recognized by this paragraph which sets out the responsibility for original construction of a facility and also sets forth provisions for bearing future maintenance costs of each facility.

BETWEEN BUILDING L-3 AND SANDS POINT ROAD, IDENTIFY SQUARE OBJECT AND INDICATE SETBACK.

shown between the road and the lagoon, closer to the other buildings in the complex by shifting the road would unify the project and provide facilities in a more planned group than the site plan now illustrates.

The Town Commission has indicated that the applicant must satisfy the requirement of a certain recreation space ratio. The applicant has replied by inserting a health walk or par course path which is intended to be computed in determining whether there is an adequate space ratio which satisfies requirements of the Zoning Ordinance. There is another area which should be considered by the Town Planning and Zoning Board and the Town Commission in considering the recreational facilities of this entire development. The Outline Development Plan now shows eleven tennis courts which comprise a private tennis club. Possible recreational uses listed in the Land Intensity Schedule include tennis courts to be provided in the various areas to be developed. However, the Outline Development Plan does not show any provision for adding to the general tennis complex over and above the eleven existing tennis courts. Both the proposed Hotel complex and the Beaches of Longboat do not show any additional tennis facilities for the residents of these projects. The total number of units to be provided in the development is approximately 1,800, and if all future areas to be developed exclude tennis courts, then eleven tennis courts would hardly satisfy the requirement of approximately 1,800 residential units to be provided in this GPD.

The objectives of the Planned Unit Development can be met with modifications to this proposed site plan. The buildings can be rearranged in planned groups and made compatible with the existing development. However, in order to accomplish these objectives some of the regulations of site plan review, such as setbacks, cone of vision, height of buildings and number of buildings may have to be relaxed. Therefore, the Planning and Zoning Board should consider these possibilities in making their recommendations to the Town Commission concerning final approval of the site plan.


G. Wayne Allgire

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open space only.

recreational usage. In the matter of the GPD area, the Developer actually set aside almost fifty percent (50%) of the land area as open space and recreational area. In addition to the golf course, a substantial area has been developed for tennis courts and the area around the lagoon will eventually be developed as a marina. In this connection, we call to your attention the provisions of Paragraph 5 of the Resolution Approving the Outline Development Plan (Resolution No. 76-7) which states that "all owners of residential property in the Longboat Key Club shall be eligible to apply for membership in all recreational facilities proposed for Longboat Key Club".

In our opinion, a Developer within a Planned Unit Development should receive full credit for open space and recreational uses within the PUD; otherwise, the Ordinance would penalize lands placed in a PUD classification by doubling up on these requirements. In our opinion, such a construction of these two Code provisions would discourage any Land Owner from placing lands in a PUD classification. We believe that this would be contrary to the intent and purpose of the PUD Ordinance.

We are equally concerned with the definition of "active recreation space" as used in connection with Section 6.77 (3) and (4). As you know, many of the recreational facilities which are most popular today and which appear to receive considerable use on the Key are those which involve little in the way of hard improvements. For example, both jogging and bicycling are typical Key recreational pursuits and the sole requirement here is a hard surfaced pathway. Parenthetically, we should note that with the exception of a net and the width of the hard surface, such pathways are very similar to tennis courts.

There are many other recreational pursuits which require little in the way of "hard improvements" such as lawn sports (shuffleboard, lawn bowling, badminton, et cetera) and beach sports (volleyball, jogging, et cetera).

We are not suggesting that in those development sites where additional recreational area is required, the beach area should count as one hundred percent (100%), but we are suggesting that it certainly should be given credit as forming some part of the required recreational area.

Other recreation areas such as marinas, boat docks, fishing piers, et cetera should likewise be given consideration as applying towards recreation requirements.

In summary, as meritorious as the provision of recreational areas may be, we nonetheless submit that it was not the intent of the Commission to require additional recreational areas in the PUD. We further submit that "active" recreational pursuits should be liberally and broadly defined bearing in mind the natural inclination of the residents

11. Pedestrian Circulation from Building L-34 and Building L-1 to the restaurant and pool area is inadequate. Zoning 6.77 (2) (b) (c) (d) and (g).
12. The minimum required recreation area is 37,696 square feet where 900 square feet is shown. Zoning 6.77 (3) (c).

MEMORANDUM

TO: Town Commission

SUBJECT: Town Manager's Report - Workshop
Agenda Items, September 30, 1980

FROM: Town Manager

DATE: September 25, 1980

1. Discussion of Amended Growth Agreement - Beaches of Longboat.

This amended Growth Agreement has been presented to the Town Commission to correct the Growth Agreement now in existence to fit the timetable of the Beaches of Longboat Condominium project. The Beaches of Longboat Resolution Approving the Site Plan will be an agenda item for your regular meeting of October 1. Therefore, this amended Growth Agreement should be workshopped and confirmed by the Town Commission in order that it can be referred to as the timetable to be followed in the development of Beaches of Longboat and as a condition of approval in the Resolution Approving the Site Plan.

2. Discussion of Conditions of Resolution of Approval of Site Plan - Beaches of Longboat.

A copy of this Resolution of Approval is contained in your Workshop agenda materials. These items, or conditions of approval, were compiled from the conditions discussed by the Town Commission during the workshopping of the site plan. Some of the conditions are standard conditions that are imposed on all site plans. The Town Commission should be in agreement with the wording of these conditions in order that it can be processed at our regular meeting of October 1.

3. Discussion of Henco Proposal for Settlement of Litigation.

The Town Attorney has requested that this be put on a Workshop for consideration by the Town Commission. This is the property that was involved in the granting and then rescinding of a variance and was the property under consideration for development by Pat Neal. The owner of the property is proposing a new project to the Town Commission that they believe might be preferable to the Town Commission as opposed to pursuing litigation regarding the variance. Representatives will be there to present a proposed site plan for the consideration of the Town Commission.

4. Discussion of Refuse Collection Franchise.

At our last Workshop meeting, we discussed the proposed franchise that was prepared by the Town Attorney. Representatives of the Active Disposal Service were present and discussed their proposal for a franchise with the Town Commission. The Mayor requested certain information from both refuse collection companies, and they were to appear before the Town Commission at this Workshop meeting.

5. Discussion of Resort Hotel - Arvida.

It is my understanding that all the major difficulties involving the Conceptual Plan have been resolved, and the plan is ready for acceptance by the Town Commission. Questions concerning the process for confirming the reservation

of 150 memberships for the general public of Longboat Key and allowing for the 50% land acquisition requirements under our Land Acquisition Ordinance were to be furnished by the Town Attorney. Therefore, the Town Commission has determined that they will proceed with a consideration of the site plan for the Resort Hotel. Jack Whelan will be present at this meeting to discuss the staff report and Planning and Zoning Board report with the Town Commission.

G. Wayne Allgire
G. Wayne Allgire

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Memberships not discussed at
9/30 workshop -

2. Discussion of Amendments to Ordinance 80-1.

This item was discussed at our last Workshop meeting and certain amendments were made to the proposed Ordinance amending 80-1. The Town Attorney was to include these amendments in the proposed Ordinance and return same to this Workshop for study by the Town Commission. If this proposed Ordinance is now done to the satisfaction of the Town Commission, it will be forwarded to our next regular meeting for direction by the Town Commission as to presenting same to the Planning and Zoning Board for their recommendations.

3. Discussion of Proposed Amendments to Resolution 76-7.

These amendments were discussed at our last Workshop meeting. The Town Commission decided that they would like more time to study the proposed amendments and that any recommendations by individual Commissioners should be forwarded to the Town Manager prior to our next Workshop meeting. It was also determined that these proposed amendments should be placed on the next Workshop agenda for discussion. It is necessary to complete and finalize these proposed amendments to Resolution 76-7 and forward same to our next regular meeting agenda in order that they can be adopted and thus complete our Outline Development Plan prior to giving final approval to the Resort Hotel site plans.

4. Discussion of Conditions of Approval - Resort Hotel Site Plan.

This plan is still under study by the Town Commission and was discussed at our last Workshop meeting. There are four items that I understand must be finalized prior to completing our analyzation of the site plan for the Resort Hotel. The Consulting Planner was to report back to the Town Commission regarding what uses are commercial and what was intended in this GPD zoning district for commercial uses. The membership question is still not resolved and was to be determined between the developer and the Town Commission. The discussion to date has included an agreement that 20% of the memberships to the Golf and Tennis Club would be reserved for residents living on Longboat Key, but outside the boundaries of the Longboat Key Club GPD. At our last Workshop meeting, it was suggested by the Men's Association of the Longboat Key Golf Club that this be increased to 40%. The Town Commission has determined that each resident of the project should have the right to be a member of the Golf Club, and this is one of the conditions of the Resolution of Approval. Therefore, it is my opinion that it would be difficult to get a guaranty of above 20% of the membership for people living outside the project and still allow sufficient memberships for the project at total build-out. The development schedule for this project over a fifteen to twenty year period cannot be more than 200 units a year. In fact, if 200 units per year are constructed and there is a total of 1,550 units then the total build-out time would be a little more than seven years. As these units are built and occupied then the resident membership of the project will increase and the outside membership will have to decrease until the 20% minimum figure is achieved if the residents of the project are to have first right of refusal of the membership.

Another item to be determined is whether there will be a separate entranceway to the Resort Hotel. At our last Workshop meeting a proposition was presented by Mr. Koenig of the Sands Bay Condominium and this proposal for a separate entranceway was to be studied by the Arvida Corporation, and they were to report to the Town Commission at our next Workshop session their findings regarding this proposal.

The final major item to be resolved is the recreational ratio required by our Zoning Ordinance. The applicant has requested that the various projects be given credit for the clustering of recreational facilities for the use and benefit of the inhabitants to fulfill this requirement. As long as the recreational facilities that are clustered can satisfy the needs of the future residents of the project, the Town Manager and the Town Planner are in agreement that there should be credit for the clustering of recreational facilities to the individual projects. This agreement is based on the existing and proposed recreational facilities that are clustered and are adequate to meet the needs of the residents of the project and that the individual projects to be constructed are not prohibited from having recreational facilities such as tennis courts, if in their opinion they should be added to the project and can meet the terms of the Zoning Ordinance at the time these proposed recreational facilities are added. The clustering of recreational facilities such as the golf course, tennis complex and marina facilities are common to Planned Unit Developments.

I have included in your agenda materials a list that comprises the recommendations of the Planning and Zoning Board, concerns expressed by various Commissioners, and recommendations by staff as a proposed list of conditions to be attached to the Resolution of Approval of the site plan for the Resort Hotel. This list can serve as a guide to our final determinations regarding this proposed site plan. This list can be altered, enlarged, or deleted in accordance with the discussions and determinations of the Town Commission. I feel that the proper sequence that should be followed in arriving at a final solution of the Resort Hotel is to complete the amendments to Ordinance 80-1 and to Resolution 76-7 and then complete the conditions to be attached to the Resolution of Approval for the Resort Hotel site plan.

5. Discussion of "Run for Life" Race on Longboat Key.

This race is a sanctioned race and is sponsored by the Longboat Key Volunteer Fire Department. The race was held last year in the Bay Isles Planned Unit Development and it is proposed to be held this year on the Longboat Key Club Road. The race is a six mile course which will start at the entrance to the Golf Club and proceed northerly along Longboat Key Club Road to the intersection with Gulf of Mexico Drive. The course will continue down the westbound lane of Gulf of Mexico Drive to the intersection of Longboat Key Club Road and then the same course will be followed for a second time before the race is completed. Therefore, it will be necessary to close the westbound lane for approximately an hour or an hour and a half. The race will be held on Sunday, November 16, 1980 at 8:00 A.M. The closing of the west lane of Gulf of Mexico Drive during that period of time has been approved by the Florida Department of Transportation.

MEMORANDUM

TO: Town Commission

SUBJECT: Conceptual Plan

FROM: Town Manager

DATE: September 18, 1980

The Conceptual Plan was discussed at our last Workshop meeting and the areas of question remaining to be determined were narrowed considerably. The Town Commission requested that the developer consider spreading the number of units contained in the Resort Hotel over the present site and an additional ten acres. The developer was requested to furnish an answer to this request at our next Workshop meeting.

Remaining areas that must be determined prior to the acceptance of the Conceptual Plan involve membership in the recreational facilities and the development schedule. I have talked to representatives of the Arvida Corporation concerning both of these areas, and hopefully, they can be resolved at our next meeting.

Membership.

As requested by the Town Commission. I have met with members of the Arvida Corporation and consulted with Commissioner Tac Riter in an attempt to resolve the membership in the Golf Club. The concern of the Town Commission was that the Golf Club would eventually become a completely private club and only memberships to those residing within the GPD would be available and there would be no memberships for other people living on Longboat Key outside the boundaries of the GPD district. It should be noted and emphasized that the golf course is contained within the GPD zoning district and is primarily for the use and benefit of the inhabitants of the proposed Longboat Key Club project. One of the conditions of our Resolution of Approval of the Outline Development Plan was that all future residents of this project would have the right of membership in the Golf Club.

It is my understanding that the Arvida Corporation is willing to agree that, should this Golf Club or recreational facilities ever be sold, the membership of the recreational facilities and/or the Town of Longboat Key would have the right of refusal before the facilities were sold to any other interest. This protects the vested interest of the members of the Longboat Key Club in acquiring the facilities if they are ever sold by the Arvida Corporation. It is also my understanding that the Arvida Corporation is willing to guarantee a minimum of 150 outside memberships for residents of Longboat Key in the future. There would be a proviso attached to this condition stating that if residents of the project did not require all of the remaining memberships, then they would be available to other residents of the Key. However, there would never be less than 150 memberships for other residents of Longboat Key. The 150 memberships would be divided into 100 unrestricted memberships and 50 seasonal memberships. If this same arrangement could be worked out in the Bay Isles project, then there would be a certain number of memberships available for other residents of Longboat Key as long as there are golf courses on Longboat Key. I do not think that we can expect to provide memberships for everyone on Longboat Key that would be interested in having a membership in these private facilities, but at least we would have memberships for a sufficient number of future members to these private recreational facilities.

Since the recreational facilities are for the use and benefit of the GPD residents, the Arvida Corporation has requested consideration in qualifying for our Land Acquisition Ordinance. Under the terms of the Land Acquisition Ordinance, the open space in a PUD must be owned and maintained by the inhabitants or dedicated as public open space. Neither of these conditions apply to the Longboat Key Club, but if a certain number of memberships are reserved for outside residents of Longboat Key, then it is only practical that the Town should consider as a trade off giving the Arvida Corporation credit for this open space available to outside members and consideration under our Land Acquisition Ordinance.

It is also my understanding that the Arvida Corporation will provide a development schedule that is more definitive in terms of when site plans for the development of amenities over the next five year period will be filed with the Town of Longboat Key.

G. Wayne Algire
G. Wayne Algire

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COMMISSION DIRECTIONS, SEPTEMBER 16, 1980 WORKSHOP, 2:00 P.M.

Present: Mayor McCall, Commissioners Bell, Fernald, Lewin, Ochs, Riter, Seegel

Also Present: Town Manager Allgire, Town Attorney Whitesell, Town Clerk Pool

Absent: None

1. Revenue Sources Discussion

Commissioner Seegel stated that the actions the Commission had taken the previous evening in budget adoption would result in a bad situation for the next budget year when the rolled back tax rate would be even lower than this year's. He suggested the Commission should start looking for additional sources of revenue other than ad valorem taxes, such as increasing building permit fees, occupational taxes and increasing fees for appeals to the Board of Adjustment, as well as any other increase in revenues which the Town Manager may recommend. He suggested that the Commission begin at the next work session to enact whatever legislation needed to accomplish the revenue increases. Commissioner Riter agreed and suggested that another consideration would be a charge for ambulance service in the Sarasota County portion of Longboat Key as in the Manatee County portion. Mayor McCall asked that the proposed discussion be put on the next workshop agenda.

2. Longboat Key Club Conceptual Plan Discussion

Mayor McCall stated that the Commission had at the previous week's workshop discussed the drawings which were part of the conceptual plan for Arvida's Longboat Key Club GPD. Also, a list had been drawn up of questions the Commission had stated they wished to discuss in connection with the conceptual plan. One of the questions of most concern was use of the club's recreational facilities. The existing golf and tennis clubs are really commercial enterprises and provide some memberships to residents of Longboat Key (not living in the GPD area) and to others who live off the Key.

Planning and Zoning Board Chairman Jim Edmundson stated that the P&Z Board had not looked at the conceptual plan in detail but only for the purpose of how the resort hotel site plan would fit into it. The Board had felt there was a need to resolve the question of eligibility for club memberships for the future. They also felt the size and timetable for development of the Bay Isles golf course should be determined. As part of the membership question, the policy toward residents of Longboat Key Towers, the Privateers and Sands Bay condominiums should be established. It was the Board's feeling they should have some special consideration since they are "captives" of the GPD. The Board had not been aware of the Commission's position (stated at a meeting March 4, 1980) that each development area of the GPD should have to meet the requirement of 20% recreation area. Their feeling had been it would be next to impossible to meet that requirement in light of the number and sizes of buildings agreed to in the Land Intensity Schedule.

Ed Kosnik, speaking for Arvida Corp., stated that their memorandum in the conceptual plan (Amenity Capacity Issues Section) gave two or three possible membership policies. He stated they did not plan to take away the rights of current members. Their analysis had focused on golf and tennis and had found there would be enough for all GPD residents, and those of LBK Towers Privateers, and Sands Bay, as well as some other residents of the Key, even at build out 15 years from now. Included in their plans

were the yacht club, beach club, jogging paths, etc. which would provide additional recreational opportunities. In the short term, the Bay Isles golf course will be started when the Bay Isles multi family development gets underway and there will be excess membership capacity for the next 10 years or so. While they had included in their figures current non GPD-resident members, they would not guarantee that those memberships would be available to subsequent purchasers of units in the three adjacent condominiums and other non/GPD-resident members. The Commission felt there might be some merit in including automatic club membership to GPD residents, but Mr. Kosnik stated Arvida's thinking was that such a policy would increase the cost of all units-even for those people who did not wish to participate in the club. Mayor McCall stated it was apparent that the Town and Arvida were in agreement in principle that some memberships should be available for non-GPD residents, it just remained a question of how to handle it.

Town Manager Allgire stated that the golf club had been in existence almost as long as the Town had been incorporated and people were used to having memberships available. He thought it was imperative the Town work toward resolving this matter since there is no public recreation available to Longboat Key residents. He felt the membership control should be expressed in the resolution of approval of the Outline Development Plan by agreeing upon a percentage, perhaps 25% or a third, being available to the general public of Longboat Key. He felt that first priority for membership should go to GPD residents, and second to other Town residents. He also suggested that if the Commission decided not to require each development area of the GPD to have its own recreation space, perhaps a ratio could be worked out as a credit toward land acquisition for public open space.

Consulting Planner Jack Whelan stated that in addition to the question of who could belong to the tennis club, there was the question of ownership and control. He thought the people in the GPD would have a vested interest which needs protecting. Even if owned by a condominium association they could have outside memberships. He did not think the recreational facilities should be beyond the residents' control. He further stated that Arvida did not agree with his thinking on this. He explained that his figures in trying to estimate number of courts needed, which were based upon a survey done by the Town a couple of years ago showing 24% interested in playing tennis, were somewhat different than Arvida's. He estimated 25% of the people would be playing doubles. Arvida estimated 50%. Including the three adjacent condominiums in memberships and using the 50% figure, 14 courts (Arvida's plan) would be enough. Using his figures 17 would be needed. However, if the three adjacent condos are excluded, Arvida has enough courts planned.

The possibility of an advisory board to participate in running the club was discussed. Mayor McCall informally polled the Commission as to whether they felt the Town should negotiate with Arvida on memberships for the public and whether there should be an advisory board and the consensus was affirmative on both questions. The Town Attorney stated that Arvida did have a private club in existence at the time the Outline Development Plan was approved by the Town. Because of that, if an agreement on memberships could be worked out with Arvida, and they agreed to it, it could be made a condition of the resolution of approval. Without Arvida's agreement, however, the Town would have no authority to impose the conditions discussed. Mayor McCall asked the Town Manager and Commissioner Riter to work on this matter and to report back to the Commission with a suggestion about memberships.

The Mayor stated that resolution of some of the issues in the conceptual plan was

indicates that there will be an expansion of the existing office building to serve as a visitors' center and checkin for the Arvida properties and the Resort Hotel. Also, there will be an expansion of existing tennis courts in order to service the entire project. If it is determined that these proposed tennis courts will not be sufficient to satisfy the needs of the future population of this project, then additional tennis courts will have to be added to this area and will have to be placed either in the commercial area or the marine area in order to achieve the proposed clustering of recreational facilities.

The development schedule indicates that the second phase of the development will be achieved during 1982 and 1983 and it is proposed that the first phase of the yacht club and boat docking facilities will be initiated. Also, they will commence development of the area for residential units to the east of Sands Point.

The third phase of development will be filed over the next four to five years and will include the expansion of existing clubhouse, commencement of development of another portion of MF-B-1 and commencement of development of the commercial area.

Since there is proposed continuous development of residential units during this five year period, it is my opinion that there should be a definite build-out schedule for the completion of the tennis court complex, a more definite construction schedule and definition of the first phase of the yacht club and docking facilities as well as expansion of existing clubhouse and the commercial area. The original Resolution approving the Outline Development Plan called for a defined land intensity schedule for the nonresidential as well as the residential areas of this project. It is very important that the development schedule for the construction of these units, both residential and resort, should be accompanied with a defined development schedule and definition of the facilities available that will provide the amenities that go with the development of the living units. In this manner, the Town officials and the future residents will know the exact dates and construction periods for these proposed amenities that are contemplated to develop the self-contained community that has been proposed during our discussions of the Outline Development Plan for this project.

G. Wayne Allgire

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3. The Town Commission has indicated a great concern regarding the continuity of some type of architectural theme throughout the project. Jack Whelan has pointed out that this can be achieved by site plan review. This is contemplated under the PUD Ordinance and it is stressed in this Ordinance that the project should be compatible with adjacent development. The Town Commission will be concerned with this architectural treatment in the proposed Resort Hotel as well as the Beaches of Longboat. I believe this is a very important issue and I am in agreement with Jack Whelan that it should be of primary concern in analyzing the various development plans when they are presented to the Planning and Zoning Board and the Town Commission.
4. There has also been much concern regarding the clustering of recreational facilities and crediting these facilities to the various development areas as part of the recreational ratio required in each development. We have discussed the concern of the Planning and Zoning Board and staff as to the adequacy of these facilities. Jack Whelan has developed a report regarding the adequacy of the recreational facilities for the future residents of the projects. Another area of concern is membership to the private facilities that will be offered by this development. Our PUD's are different from other PUD's in that there are many commercial facilities contained in the proposed project. Tennis, golf, marine and commercial facilities will be offered to the residents through private memberships. The facilities will be controlled by Arvida Corporation and the commercial areas, including business offices and various shopping facilities, will be available to the entire population of the Key. Since the facilities are generally available to the public until such time as the membership of the residents of project reach a sufficient stage to support the facilities, then the Town Commission should consider the possibility of any excess memberships being available to the remainder of the population of Longboat Key. In order to accomplish this objective, the Town Commission should consider the allowance of a recreational ratio for these recreational facilities providing that they are adequate and reserve some capacity for outside memberships. A guarantee of a certain number of memberships for other residents of Longboat Key could also possibly satisfy portions of Ordinance 80-1 regarding land acquisition.
5. The last major area of concern is the development schedule for this project. As I pointed out in my last memorandum regarding this subject, I do not feel the proposed development schedule is adequate. During the year 1981, construction will commence on the Resort Hotel and the Beaches of Longboat. Prior to final approval, the Town Commission will have to approve a build-out schedule for these projects which will probably cover a period of three years or 1981 through 1983. During this period of time, the development schedule

(over)

for him to start litigation, or they could wait and would then be in a position of defendant in the mandamus suit and then perhaps have to file and have the cost of the other litigation in addition. He estimated that the cost at trial court level could run from \$7500 to \$10,000. Roy Dean, attorney for the condominium association, stated that the association is in litigation with the developers also. However, they felt that as citizens of Longboat Key they should be able to look to the Town for proper enforcement of ordinances. This matter was forwarded to the October 1 meeting agenda for Commission decision.

5. Longboat Key Club GPD Conceptual Plan Discussion

The Town Manager reported that he and Commissioner Riter had, as directed by the Commission, met with Arvida Corp. and had discussed policy about memberships to the golf and tennis clubs. As a result he made the following suggestions:

1) If outside memberships are to be available there should be a specified number such as 150, out of the total of 750 with 100 to be year round memberships and 50 to be for the summer season. Also, they should be available first to residents of Longboat Key in preference to off Island members. 2) If the facilities are ever to be sold, the membership and/or the Town should have first right of refusal. He stated that he and Mr. Riter had thought these were reasonable if Arvida and the Commission agree. In addition, he suggested similar provisions might eventually be worked out for the Bay Isles facilities. He further stated that the extent of applicability of the land acquisition ordinance had not yet been determined, just that GPD's and PUD's are included under the provisions of the ordinance. Normally, recreational facilities are for the use of planned development residents. Therefore, if a guarantee of some memberships for non GPD residents is obtained he felt it would be appropriate to work out some means of credit in applying the land acquisition ordinance.

Ed Kosnik of Arvida Corp. stated they feel that 150 outside memberships as indicated would be acceptable. Also, that they were asking 50% credit under the land acquisition ordinance for the recreation space provided by those memberships, and 50% credit toward the recreation space required in each site of the GPD. The Town Manager stated he would like to discuss with Jack Whelan whether 50% is a realistic figure. Mayor McCall stated that the Commission should only deal with the question of credit under the land acquisition ordinance at this time. It was brought out that it probably would require an ordinance amendment to permit credit to be given under the land acquisition ordinance. Mayor McCall pointed out that the question of memberships did not have to be settled as part of the conceptual plan and he asked the Town Attorney to study and report in what way the ordinance might be amended to give credit and the Commission could discuss it again at that time.

The Town Manager stated that Arvida had during the past week submitted a proposed "Amendment to Development Schedule" which he felt was a satisfactory timetable to meet the Town's request for one. Town Attorney Whitesell said that a proposed second addendum to Arvida's controlled growth agreement had been submitted and should be put on a workshop agenda. The question of having guards at each entrance to Longboat Key Club had been briefly discussed at an earlier workshop and the Mayor said the consensus had been to leave it out of the conceptual plan and leave it to the option of the residents. Mr. Whitesell further stated that if there were to be conditions attached to the conceptual plan, then a resolution approving and accepting the plan and setting forth the conditions would be required.

84451

WARRANTY DEED

PAY ISLES
A PLANNED UNIT DEVELOPMENT

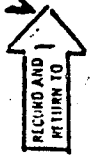
O.R. 1428 PG 0899

THIS INDENTURE, made this 18 day of September, 1980, by and between ARVIDA CORPORATION, a corporation under the laws of the State of Delaware authorized to do business in the State of Florida, hereinafter referred to as Grantor, and TOWN OF LONGBOAT KEY, a municipal corporation under the laws of the State of Florida, hereinafter referred to as Grantee, whose post office address is 501 Bay Isles Boulevard, Longboat Key, Florida 33548.

WITNESSETH, Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, the following described property situate in Sarasota County, Florida:

A tract of land lying in Section 17, Township 36 South, Range 17 East, Town of Longboat Key, Sarasota County, Florida, and being more particularly described as follows:

Commence at the intersection of the northerly right-of-way line of Bay Isles Boulevard (120' wide) and the easterly right-of-way line of Gulf of Mexico Drive (100' wide) as per plat of Bay Isles Unit One, recorded in Plat Book 23, Page 35, Public Records of Sarasota County, Florida; run thence northwestwardly along said right-of-way line of Gulf of Mexico Drive the following calls and distances; N 46°45'04" W, 1817.50' to the point of curvature of a curve to the right; thence northwestwardly along the arc of said curve, having a radius of 5688.54' and a central angle of 4°07'37", 409.74' to the point of tangency; thence N 42°37'27" W, 68.29' for a Point of Beginning; thence leaving said right-of-way line run N 47°22'33" E, 230'; thence N 42°37'27" W, 220'; thence S 47°22'33" W, 230' to the said northeasterly right-of-way line of Gulf of Mexico Drive; thence S 42°37'27" E along said line 220' to the Point of Beginning and containing 1.16 acres more or less.



together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said property in fee simple; that it is free of encumbrances except as stated below; that Grantor has good right and lawful authority to convey same; and that Grantee shall have quiet enjoyment thereof. Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever, subject to the exceptions hereinafter set forth.

Grantee by the acceptance and recording of this Deed acknowledges its understanding that the aforesaid property

020055
STATE OF FLORIDA
DOCUMENTARY RECORD TAX
\$00.40

O.R. 1428 PG 0589

is located within "Bay Isles", which is a planned unit development being developed under and pursuant to the provisions of Resolution No. 75-27 approved by the Town of Longboat Key on August 6, 1975. Grantee further understands that the density of said development is limited by the aforesaid Resolution. Accordingly, Grantor hereby transfers to Grantee the right to construct no dwelling units upon the above described property.

Conveyance of title to the aforesaid property is subject to the following exceptions, limitations and conditions, to wit:

1. Taxes for the year 1980 and subsequent years.
2. Zoning regulations of the Town of Longboat Key and the Resolution adopted pursuant thereto on August 6, 1975, approving the subject premises as a part of a planned unit development known as "Bay Isles".
3. Easements, reservations and restrictions of record, specifically including that certain easement held by Florida Power & Light Company.
4. Those certain restrictions which are attached hereto as Exhibit "A" and made a part hereof.
5. Development of the aforesaid land shall be restricted as follows:

Said land is to be developed and used only for a public safety building which would include a station for fire and emergency rescue vehicles.
6. No dwelling units shall be constructed on said property.
7. Grantor hereby reserves the right to approve any and all development of the aforesaid premises and the construction of any and all improvements to be placed thereon by Grantee including, without limitation, building site plan, building elevations, drainage plan, roads, building design, colors and materials, and all other structures and improvements, which approval shall not be unreasonably withheld. Upon submission of any plans, specifications, materials or other documents or information for Grantor's approval as required hereunder, Grantor shall give Grantee notice of its approval or disapproval within thirty (30) days of such submission; otherwise, such approval shall be deemed to have been granted.

8. Declaration of Maintenance Covenants and Restrictions on The Commons for Bay Isles recorded in Official Records Book 1116, Page 1858, Public Records of Sarasota County, Florida.

Grantee, by the acceptance of this conveyance and by agreement with Grantor, hereby expressly assumes the obligations of and agrees to be bound by and to comply with all of the covenants, terms, provisions and conditions hereinabove set forth and those contained in the aforesaid Declaration of Maintenance Covenants and Restrictions on The Commons for Bay Isles and the Resolution adopted by the Town of Longboat Key insofar as the same may be applicable to the subject property. It is further agreed by the Grantee that title to

the subject premises will automatically revert to the Grantor in the event the aforesaid premises should at any time cease to be used by Grantee for the aforementioned municipal purposes.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed in its name and its corporate seal to be affixed by its undersigned duly authorized officers the date first above set forth.

O.R. 1423 PG 0890

Signed, sealed and delivered in the presence of:

ARVIDA CORPORATION

Betty L. Ripley

By: Robert U. Wilhelm
As Vice President

William J. Drury

Attest: William J. Drury
As Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared ROBERT U. WILHELM, as Vice President, and WILLIAM J. DRURY, as Assistant Secretary, of the above named Grantor corporation to me known to be the persons described in and who executed the foregoing deed and acknowledged the execution thereof for and on behalf of said corporation as such officers for the purposes therein expressed, the affixing of its corporate seal, and that they were duly authorized by said corporation to do so.

WITNESS my hand and official seal in the state and county named above this 12th of September, 1980.

Betty L. Ripley
Notary Public

My commission expires:

Prepared by: George A. Dietz
Williams, Parker, Harrison, Dietz & Getzen
1550 Ringling Boulevard - P.O. Box 3258
Sarasota, Florida 33578

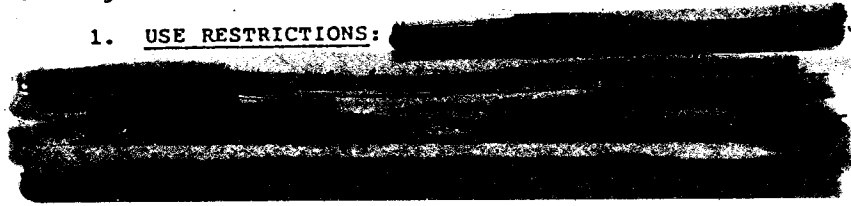
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
RECORDED THRU GENERAL REGISTRY

O.R. 1428 PG 0691

RESTRICTIONS

The following restrictions are entered into and made a part of the foregoing deed between Arvida Corporation, as Grantor, and Town of Longboat Key, a municipal corporation, as Grantee, and shall henceforth be deemed to be covenants running with the title to the land described in said deed.

1. USE RESTRICTIONS:



2. STRUCTURES AND IMPROVEMENTS:

(a) Approval. One or more buildings or structures may be constructed on the lands described herein for any of the foregoing specified uses; provided, however, no building or structure of any type shall be placed, constructed, erected or permitted to remain upon the premises, nor shall land preparation, construction or erection commence until the Grantor has approved, in writing, the plot plan, the drainage plan, landscaping plans and specifications, the detailed drawings, architectural styling, plans and specifications showing all building elevations, engineering, exterior colors, materials, exterior lighting, signs and other items normally shown by plans and specifications. Grantor shall have a period of thirty (30) days to approve or disapprove the documents hereinabove mentioned after the receipt thereof. If the Grantor shall fail or refuse to approve or disapprove of said plans and specifications and the matters shown thereon within the period specified, then the requirement for the approval specified shall be waived; provided, however, the failure to approve or disapprove shall not be construed to allow the violation of any other covenant, restriction, condition or limitation set forth herein. Grantor may

OR 1428 PG 0892

disapprove the plans and specifications submitted for any reason that to it seems sufficient in its sole discretion, including, but not limited to, solely aesthetic considerations; provided, however, that such approval shall not be unreasonably withheld and the governing criteria shall be the development of a quality civic center located adjacent to a residential neighborhood. In the event Grantor disapproves of any portion of such plans or specifications, then it shall detail the grounds for objection thereto sufficiently to enable Grantee to correct the same. In the event Grantee disagrees with Grantor's position, then the parties agree to submit such question or questions to informal arbitration by three (3) qualified architects practicing in Sarasota County, Florida, one of whom shall be appointed by Grantor, one of whom shall be appointed by Grantee (and shall be other than the architect preparing such plans of development), and the third shall be appointed by the first two. Such appointments shall be made by the parties and by the two architects within thirty (30) days after written notification of objection by Grantee to Grantor. The decision of the majority of the three architects shall be binding upon the parties. In order to facilitate the preparation and ultimate approval of the matters specified herein, Grantor agrees to review and indicate its approval, disapproval or recommendation on matters shown by preliminary drawings or other writings submitted to it prior to the preparation and submission of the final working drawings and specifications. Thereafter, as more detailed plans and specifications are developed, the additional matters shown thereon shall be subject to approval or disapproval prior to commencement of any construction. No structural or other alteration, modification or addition, nor a change in the elevation, design, color or appearance of any building constructed hereon shall

O.R. 1428 PG 0893

be made at any time until the plans and specifications therefor have first been approved by the Grantor as hereinabove provided.

(b) Elevations: The ground floor of any structure or building constructed on the premises shall be at an elevation of at least eight (8) feet above mean sea level.

(c) No Temporary Buildings: No accessory building or structure shall be erected on the lands described herein prior to the erection of the principal building or structure. No temporary building, trailer, tent, shack or other structure or device shall be permitted to be or remain on the lands described herein at any time except a customary construction trailer or shack which may be on the premises only during the course of construction and shall be removed therefrom within sixty (60) days after completion of the building as evidenced by issuance of a certificate of occupancy for such building.

3. COMMUNICATION AND POWER LINES: No permanent main service lines, pipes, or wires for the transmission of electric current, communications or similar purposes shall be constructed, placed or permitted to be placed upon the premises described herein unless the same shall be contained in conduits placed underground.

4. PARKING AREAS: In connection with the construction of any structure or building on the premises, there shall be provided on the premises at least one paved on-site parking space for each five hundred (500) square feet of building area. Each parking space shall have dimensions of at least ten (10) by twenty (20) feet and adequate access thereto. Parking areas shall be screened from Gulf of Mexico Drive and from adjacent properties by plantings at least six (6) feet in height and at least eighty percent (80%) opaque when viewed horizontally, or by decorative walls, or both. The

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design, layout, plot plan and location of such parking areas and the landscaping or screening thereof shall be subject to the approval of the Grantor. All emergency vehicles, including accessory equipment, shall be stored inside the building to be constructed on the premises.

5. STORM DRAINAGE: It shall be necessary for the Grantee to provide a drainage system for the premises at least complying with the minimum requirements of the Town of Longboat Key and adequate to prevent standing water and flood conditions in parking areas, adjoining streets and adjacent properties during periods of maximum rainfall or storm tides. Finished grades may be specified by the Grantor with the intent that water runoff from the subject property shall not run onto adjacent properties nor otherwise create a nuisance or hardship. Drainage plans shall be approved as hereinabove provided. No building shall be used or occupied until the drainage system has been constructed in accordance with the approved plans therefor.

6. NUISANCES: The property described herein shall not be used nor shall any act be performed thereon which is or may be or become an annoyance or nuisance to the neighborhood.

7. SIGNS: No advertising signs of any nature shall be permitted, erected, placed or allowed on the premises or on any building or structure erected thereon or which may be visible therein, except one (1) advertising sign no more than thirty-five (35) square feet in size advertising or identifying only the principal use of the main building or structure erected on such property. This provision shall not apply to signs which are an integral part of the building or structure constructed on the premises, which sign or signs shall, however, be subject to Grantor's approval as

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set forth in Paragraph 2(a) hereof. No exposed fluorescent, neon or tube signs shall be permitted.

8. MAINTENANCE OF PREMISES: All weeds, underbrush or other unsightly growths over one (1) foot high shall be promptly removed from the premises; provided, however, that this provision shall not be deemed to require Grantee to remove any presently existing natural vegetation and growth until such time as actual development of the property is commenced. No seaweed, trash, refuse pile, decaying matter or other unsightly objects shall be placed upon or allowed to remain upon the property described herein. If the Grantee shall fail or refuse to keep the premises in a neat, clean and sanitary condition by preventing the placement of or failing to promptly remove the unsightly object specified herein, or other unsightly growths or objects, then the Grantor may enter upon said lands and remove the same at the expense of the Grantee, and such entry shall not be deemed a trespass, and the Grantee for itself, its successors and assigns, does hereby request that such acts be performed by the Grantor if at any time the same is not performed by the party in possession of the property, and the Grantee agrees to pay the Grantor for such work within thirty (30) days after the same is performed. If the Grantee fails to pay the Grantor as above provided, the Grantor may take such legal action as it may deem appropriate to enforce its claim against Grantee including, but not limited to injunctive relief. All garbage or trash containers used on the property described herein shall be either underground or placed in walled-in areas wholly and totally screened from view and odor from the adjoining properties and all abutting roadways.

9. NO WALLS OR FENCES: No wall, fence, hedge, or similar structure over three (3) feet above ground level shall be placed, constructed, erected or permitted on the

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premises except as herein otherwise provided, and except with the express written consent of the Grantor. Grantor's consent or refusal shall be based on its determination, in its sole discretion, that the proposed wall, fence or hedge is or is not a necessary and integral part of the design and required for the privacy and separation of elements. Chain link fences are expressly prohibited.

10. AIR CONDITIONING: If individual unit air conditioners are installed in the exterior wall of structures erected on the premises, such installations shall be designed and constructed in a manner to be approved by Grantor with the intent that they shall be as unobtrusive and as attractive as possible. Such air conditioning units shall be installed and operated in such a manner that resulting condensation shall not create a nuisance or unsightly stains and installation materials shall be of a material, gauge, type, treatment and finish, to satisfy Grantor that corrosion will not create a major maintenance and appearance problem.

11. CONSTRUCTION CLEAN UP: At all times during the course of construction of improvements and landscaping upon the premises, construction debris of all kinds will be removed from the premises and adjoining properties and when such construction or landscaping is completed all debris, equipment and excess, surplus or remainder of construction materials, of whatever nature, shall be promptly cleared and removed from the premises. Completion of construction shall be determined by the date on which the Town of Longboat Key issues a certificate of occupancy for any part of the building or buildings.

12. CLOTHES DRYING AREA: No portion of the described land shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such

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facilities shall be provided within the building to be constructed hereon.

13. SETBACKS: In order to create harmony in the placement and location of all structures to be erected on the premises and lands adjacent thereto, minimum setback lines and the matters intended to be regulated thereby are hereby established and defined as follows:

(a) Front Setback Line: The front setback line shall be thirty-five (35) feet from and parallel to Gulf of Mexico Drive.

(b) Side Setback Lines: The side setback lines shall be parallel to and at least fifteen (15) feet from the side property lines of the property.

(c) Rear Setback Line: The rear setback line shall be twenty-five (25) feet from the rear property line of the property.

(d) Improvements: No buildings or structures of any type may be constructed, erected, placed or permitted to remain within the area lying between the setback lines as specified herein and the exterior boundaries of a building site as provided herein, except as follows:

(1) Drives, driveways, walkways, uncovered parking areas or installations or structures not in excess of three (3) feet above ground level.

(2) Balconies, terraces or cornices constructed above the second-floor level of any building provided such balconies, terraces or cornices do not project more than six (6) feet from the main structure.

14. PROHIBITED USES: The subject property shall not be used for the overnight parking or storage of vehicles nor for the maintenance of vehicles other than periodic minor repairs. Said property shall not be used for the storage, distribution or dispensing of gasoline or oil.

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O.R. 1426 PA

15. SEVERABILITY: These restrictions are hereby declared to be severable and independent. If any court of competent jurisdiction shall declare any section, paragraph or part hereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

16. AMENDMENTS TO RESTRICTIONS: Grantor reserves the right to release or modify any part of these restrictions in writing when a failure to release or modify would result in a hardship to the Grantee and when, in the sole discretion of Grantor, the release or modification of these restrictions will not cause substantial damage or injury to other parties, if any, having the right from Grantor to enforce these restrictions, and when, in the sole discretion of the Grantor, the release or modification of these restrictions will not violate the spirit and purposes hereof. Grantor specifically reserves the right to release or cancel all or any portion of the provisions of Paragraph 13 hereof at any time or times by instrument in writing duly recorded in the Public Records of Sarasota County.

17. REMEDIES FOR VIOLATIONS: In addition to all other remedies at law or in equity, the Grantor, or any successor in interest to the Grantor, may enforce these restrictions and any condition, restriction or covenant herein contained, except as the same may have been modified or released by the Grantor, at law or in equity to (1) enjoin a violation hereof, (2) to compel compliance herewith and for damages for the breach hereof, (3) an action for specific performance or mandatory injunction and (4) an action at law for damages. The Grantee does hereby agree for itself, its successors and assigns, that if a judgment or decree is entered against the Grantee or Grantee's assigns or successors in title or

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O.R. 1428 PG

interest for a violation of these restrictions, conditions or covenants, that said Grantee or its successors or assigns shall pay to the person bringing said action all costs, expenses and reasonable attorney's fees incurred by plaintiffs in connection with such action, and such judgment or decree shall include such sums. Provided, however, Grantor shall not be responsible for any other party's attorney's fees or expenses of litigation incurred in prosecuting or defending actions brought hereunder; and provided further Grantor shall in no event be liable for its good faith actions taken hereunder or for the enforcement of these covenants, conditions and restrictions.

18. CONFLICT WITH ZONING: When any provision of these restrictions, covenants or conditions is more restrictive than any applicable provision of the Longboat Key Zoning Ordinance, then the provisions of these restrictions, covenants and conditions shall control.

19. ASSIGNMENT: Grantor reserves the right to assign in writing any and all of its rights, powers, obligations and privileges hereunder.

20. NOTICE: The Grantor's address at this time is 20th Floor, 1 Biscayne Tower, Miami, Florida. Any notice or any matter requiring the approval of the Grantor shall be mailed by certified mail, return receipt requested, to the Grantor at said address, or to such other address as the Grantor shall specify to the Grantee in writing, or to such other address as the Grantor shall cause to be recorded in the Public Records of Sarasota County, Florida. Notice to the Grantee shall be sent to the address of the Grantee at 501 Bay Isles Boulevard, Longboat Key, Florida, or to such other address indicated to Grantor in writing by Grantee.

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21. TERMINATION DATE: The covenants and restrictions numbered 1 through 20, above, unless released as hereinabove provided, shall remain in full force and effect until the first day of January A.D. 2030, and until said date shall be deemed to be covenants running with the title to said land.

MAR 11 6 47 PM '01

FILED AND RECORDED
S. H. HADGREN, JR.
SARASOTA, FLA.

084454

CERTIFICATE

RECORD TITLE COMPANY (A Florida Corporation)

RECORD TITLE COMPANY does CERTIFY that the foregoing abstract of title comprising pages numbered to 19 inclusive, was compiled from the records contained in the office of the Clerk of the Circuit Court of Sarasota County, Florida (and in the Office of the Clerk of the Circuit Court of Manatee County, Florida, prior to June 15, 1921), from the probate and insanity records in the office of the County Judge of Sarasota County, Florida (and in the Office of the County Judge of Manatee County, Florida prior to June 15, 1921) and shows all instruments in said offices, when properly recorded, describing or purporting to affect the title to the lands described in page marked "Description" herein for the period of time hereafter specified, to-wit:

From the 20th day of October, 1980 at 5:00 P.M. to and including the 11th day of March, 1981 at 6:47 P.M.

Subject to the following:

- (a) All instruments filed but not recorded in the various offices above referred to and chattel records are excepted.
- (b) Marriage records in the office of the County Judge are excepted, and only the following probate records in said office are shown: Initial probate or administration proceedings to and including Letters Testamentary or Letters of Administration; Proof of Publication of notice to Creditors; Final Discharge proceedings to and including Letters of Final Discharge; Orders affecting the particular property involved herein.
- (c) Search for judgments, federal tax liens, matters of bankruptcy, and decrees that do not affect specific property is limited to the persons, firms and corporations appearing by the names and initials stated in this abstract but not otherwise.
- (d) Timber or turpentine leases or sales, or instruments affecting same, where, by the terms of the original instrument, rights, etc., thereunder have apparently expired.
- (e) Personal Property taxes.
- (f) City and County zoning regulations or restrictions.

(g) Federal records except those recorded in the Public Records of Sarasota County, are shown only as follows:

- (1) Notices of Federal Tax Liens filed prior to June 15, 1931.
- (2) Federal Judgments and decrees rendered prior to June 5, 1939.
- (3) Bankruptcy proceedings filed prior to April 24, 1941.

(h) All judgments, federal tax liens and deficiency decrees which purport to be cancelled, satisfied, surrendered or released and all judgments and deficiency decrees more than twenty years old, or recovered in criminal proceedings, are omitted, except that all unsatisfied judgments or decrees recovered by the United States of America or the State of Florida, in any civil proceedings, regardless of age, are shown.

Search under Uniform Commercial Code is limited to presently effective financing statements filed in office of Clerk of Circuit Court of Sarasota County under names of apparent record title holders of captioned property as of and since October 1, 1966. Financing statements which do not appear to affect captioned property have been omitted. Search will be made of other names on request.

Shows State, County and City taxes as set forth herein; Intangible Personal Property taxes, as assessed on said Tax Roll of Sarasota County, Florida, within the period of this Abstract, against the names and initials as set forth in Paragraph (c) hereof. We accept no liability as to any changes made in the tax rolls after the date of this certificate.

IT IS EXPRESSLY UNDERSTOOD that this abstract omits all matters requiring knowledge outside the records to establish their connection with the chain of title to the lands covered by this abstract.

THIS CERTIFICATE IS ISSUED IN CONSIDERATION OF PAYMENT OF ALL CHARGES FOR THE PREPARATION OF THE FOREGOING ABSTRACT, AND NO LIABILITY IS ASSUMED HEREUNDER UNLESS SAID PAYMENT IS MADE BEFORE LOSS APPEARS, AND CERTIFICATE OF FULL PAYMENT APPENDED HERETO IS SIGNED BY AN AUTHORIZED AGENT OF THIS COMPANY.

IN WITNESS WHEREOF, the undersigned Company has caused this Certificate to be executed and its corporate seal affixed on this the 30th day of March, A. D. 1981

By [Signature]
Manager
RECORD TITLE COMPANY

THIS IS TO CERTIFY that all charges due on the foregoing Abstract have been paid in full this 30th day of March, 1981, A. D.

By [Signature]
RECORD TITLE COMPANY

MEMORANDUM

TO: Town Commission
FROM: Town Manager

SUBJECT: Conceptual Plan -
Longboat Key Club
DATE: August 28, 1980

The Conceptual Plan for the Longboat Key Club was presented to the Town Commission by the Arvida Corporation at our last Workshop meeting. As requested by the Mayor at that meeting, I have enclosed a copy of a memorandum regarding this subject, and also the minutes which set forth the conditions that should be met prior to final approval of the Resort Hotel/Motel project, and the final approval of the Concept Plan. I have made the following observations regarding this proposed Conceptual Plan for the consideration of the Town Commission.

In the past, the Resort Hotel has been presented to the Town Commission in a much more low key concept than we were exposed to at the last Workshop meeting. At that meeting it was indicated by the representatives of Arvida that this proposed Resort Hotel would have a much greater impact and treatment in the overall development of the project than had been emphasized in the past. After reviewing this document I feel there are areas of concern that should be considered by the Town Commission prior to final adoption.

The Planning and Zoning Board was concerned regarding the clustering of recreational facilities and whether these facilities would satisfy the requirements for recreational facilities for the entire project. It is quite common to cluster such recreational facilities as tennis courts and golf course facilities in a PUD project. It is apparent from the Conceptual Plan that the clustering of tennis courts in one area will prohibit the development of these facilities in the various housing areas. The Land Intensity Schedule, as approved by the Town Commission, indicated tennis courts as a possible recreational use for each development area. However, I believe it is apparent from this conceptual report that these possible recreational facilities are no longer a reality and will be contained in one area of the Outline Development Plan. I believe that this fact should be verified and accepted by both the Town Commission as well as the applicant, and possibly stated in a written form in order that everybody is aware and in accord with this concept.

The Planning and Zoning Board was also concerned regarding the composition of the membership and whether the facilities would serve the residents of the project as well outside residents. The GPD is a special zoning district that recognizes a partially developed planned unit zoning district. The golf course has been in existence for probably close to twenty years prior to the development of any housing units within the GPD. It is only natural that the people of Longboat Key came to accept the fact that the golf course was there and available to all residents of Longboat Key who would care to join this facility as a member. However, today it is becoming a startling fact that membership will be limited and as the project develops the number of outside memberships will diminish. We have a Planned Unit Development and a GPD that has certain shopping facilities that are available to everybody on the Island and other private facilities that are only available to the residents and a portion of the people outside the project, that reside on Longboat Key. I think this area should be fully analyzed by the Town Commission and the ratio of membership fully set forth in the Resolution of Approval of the Outline Development Plan.

The next point that should be considered by the Town Commission is whether the proposed recreational facilities will be adequate to serve all the residents in the proposed GPD project. The fourteen tennis courts proposed by the applicant allows one tennis court for every 145 units. This seems to be an extremely high number of units for each tennis court. Therefore, I believe that this is an area which should require further consideration and be substantiated on a different basis than that offered by the applicant. Most condominium units on the Island provide a greater number of tennis courts than that proposed in this application for the number of units involved. It might be wise to work out a commitment of outside memberships which coincides with the proposed development schedule.

It is also indicated in the Conceptual Plan that the existing condominium units will have the same right of membership as the individual living within the boundaries of the GPD. It would appear questionable as to whether these projects should have a right of membership that is greater than anyone else living outside the boundaries of the GPD.

I also question the proposed Development Schedule. I think it is too vague and indefinite to be of any benefit to the Town of Longboat Key. It is reminiscent of past Development Schedules that have been proposed by the applicant and refused by the Town Commission. It does not define the activity to take place in the first five years with sufficient detail to enable the Town's staff to determine even the exact year that a project is to take place. It basically states that the first phase of the Yacht Club will take place some time between 1982 and 1984. We already know that MFB-2 and the MFC area will commence with the development after final site plan approval in 1981. The year 1981 may be defined in sufficient detail but the remainder of the first five or six year period is not. I think this requirement is beneficial to the Town of Longboat Key for two reasons.

First, it is the only means available to the Town to negotiate or demand satisfaction of the developer if he violates a defined Development Schedule without the consent of the Town Commission. Secondly, it ties the amenities available to the residents of the proposed Resort Hotel and the proposed Beaches of Longboat Condominium into the definite time period along with the development of these two projects. Otherwise, the owners of the units in the proposed Resort Hotel and Beaches of Longboat Condominium should know the year when these amenities will actually commence. This information is also important to the Town of Longboat Key in making a determination as to whether the amenities will be available and satisfy the owners of the proposed units. The plan or Development Schedule as presented does not fulfill any of these objectives.

The proposed Development Schedule indicates that this project will be built out over a period of ten to fifteen years. The project that will develop over that length of time should contain a more definitive beach protection plan. It was mentioned in one Workshop when we were discussing a tree removal permit for the Beaches of Longboat that a beach protection or nourishment plan should be devised by the applicant covering the area from Beachplace to Sands Point. This area is indicated on our Comprehensive Plan as a very fragile beach area that should receive special treatment. Therefore, it would seem that it would

be beneficial to the Town and to the applicant and future unit owners if there was some definitive plan developed which would indicate how the beach would be protected and possibly vegetated or treated in a manner which would enhance accretion and prevent future erosion.

G. Wayne Allgire
G. Wayne Allgire

Enclosure

hej

August 4, 1980

In the Matter of Application for Final Plan
Approval by Arvida Corporation for Longboat
Key Resort Hotel & Club

Approved with changes and subject to Special Conditions.

The site plan was originally before the Planning and Zoning Board in November, 1978, but then rejected and referred to the Town Commission and later referred back to this Board for this Board's review.

This Application had been reviewed by the Planning and Zoning Board in a series of meetings commencing May 15, 1980.

During this review advice and counsel of Adley Associates were availed of and they were regularly in attendance. Staff review as well as the Town Manager's comments were considered in all respects.

Each meeting was attended by Longboat Key residents, principally those residing in the neighborhood multi-family developments. Sands Bay Condominium supplied the Board with comprehensive memoranda. Residents in attendance who desired to address the Board were given an opportunity to do so. Various matters deemed by the Board to be not acceptable in the original plans were adjusted during these hearings.

Having concluded the hearings, the Planning and Zoning Board reports the following findings. (Zoning Code 6.75)

(a) The Plan is consistent with the Town's Comprehensive Plan and the purpose and intent of this GPD.

1. The establishment of a resort hotel complex at the location indicated has been officially approved by the Town Commission in the original approval of this GPD Outline Development Plan, May 5, 1976. The number of units and the height of buildings has been officially approved by the Town Commission in the Land Intensity Schedule as finally amended March 14, 1980.

2. The requirement of the presentation by Applicant of a Conceptual Plan embracing the whole GPD has been met by a display of architect's renderings and is satisfactory to the Board; subject to the condition that the schedule for completion of this resort and club be updated and revised.

(b) The Plan varies in some respects from zoning regulations as reported on below:

1. Variance from the Town's coastal construction setback line has been approved by the Commission and the Gulf front buildings are sited in compliance.

August 4, 1980

2. The required area for active recreation has been met by the assured availability of the Longboat Key Golf Club and the Tennis Club to all owners in the Longboat Key Club area, including those residing in Sands Bay, Longboat Key Towers and the Privateers as noted in Conditions 9 and 15 in the Outline Development Plan approval of May 5, 1976, and implemented by Arvida letter of July 22, 1980. It is suggested that consideration be given to requiring an amendment to the Agreement between Arvida and the Town dated March 5, 1979, relating to the Golf Club lands; this amendment to allow residents of Longboat Key Club through an appropriate organization to have first refusal and a preferential right to acquire the facility in the event Arvida Corporation seeks to assign it. This amendment to grant similar rights as respects the Tennis Club.

3. Various setback measurements imposed by cone of vision regulations were waived to permit a more harmonious treatment of the whole site.

4. Buildings L3 and L4 are shown to be 12' and 14' from the lagoon. Zoning 5.33(c) requires a 30' setback. The Board rejects the proposed variation and suggests a 20' setback; subject, if deemed necessary to the approval of the Board of Adjustment.

(c) There has been no evidence presented to the Board or discovered by it of any non-conformity with applicable provisions of the subdivision regulations or other applicable requirements.

(d) The Plan complies with the requirements of good design standards with respect to all external relationships; with the exception of the of the beach volley ball court and the beach concessions noted in Special Conditions H and F below.

(e) The Plan is in conformance with Town policy respecting ownership, completion and maintenance. However, attention is directed to Special Conditions noted below.

The Plan to which this approval applies consists of the following documents:

- (A) Longboat Key Club Land Intensity Schedule and Diagrammatic Site Plan, dated January 4, 1980 and amended March 14, 1980.
- (B) Longboat Key Resort & Club Site Survey dated May 27, 1980.
- (C) Longboat Key Resort & Club General Site Plan dated June 21, 1980.
- (D) Longboat Key Resort & Club Detail Site Plan dated June 25, 1980, numbered 251.404, as amended by Bennett & Bishop report of June 27, 1980.

August 4, 1980

- (E) Architect's Renderings of Conceptual Plan as presented before Planning & Zoning Board on July 10, 1980.
- (F) Preliminary Architectural Elevations and Floor Plans and Building Sections dated January 9, 1980.
- (G) Architectural Rendering Hotel Sections, July 1980.
- (H) No elevations were shown respecting buildings L3 and L4 for the assigned reason that they had not been prepared.

Special Conditions to be met prior to final approval are:

- (A) Condominium document substance to be approved by Town Commission.
- (B) The name "Sands Point Road" not to be changed.
- (C) The required town, state and federal permits be obtained for the dune walkovers and observation deck in the Gulf front yard and the boardwalk adjoining the Lagoon.
- (D) Review of site plan by Longboat Key Fire Department be obtained and deficiencies adjusted.
- (E) Review of traffic control, Sands Point Drive by Longboat Key Police Department be obtained and deficiencies adjusted.
- (F) Building elevations for L3 and L4 be developed by Arvida to the satisfaction of the Town Commission.
- (G) Detailed landscaping plans for Sands Point Road be presented to Town Commission and approved.
- (H) Plans be amended to provide that no parking area be closer than 20' to a street.
- (I) Buildings L3 and L4 be moved inland to provide that no part of either building is closer than 20' to mean high water line.
- (J) Volley ball court shown on plans in beach area rejected as an undesirable invasion of a scenic and ecologically sensitive area.
- (K) The privilege of locating and opening a concession on the beaches for the sale of beverages, foods, recreational equipment and related items including the construction and maintenance of semi-permanent structures, all as reserved to Arvida by the condominium documents should be disallowed as being not in harmony with preferred standards for external and neighboring relationships.

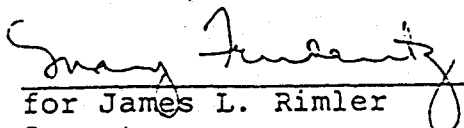
August 4, 1980

(L) Amendment to the Arvida agreement of March 5, 1979, relating to the Longboat Key Golf Club be made to conform to paragraph (B) 2 above.

(M) An easement to be provided for the benefit of residents southerly and westerly of the L3, L4 complex granting pedestrian use of the boardwalk.

(N) Arvida make a commitment specifying the time and nature of screening of the GPD neighboring area by planting of trees as shown on Conceptual Plan to soften the impact of high rises.

These Findings and Approval issued under the direction of the Planning and Zoning Board at its meeting July 24, 1980.


for James L. Rimler
Secretary

msf

August 4, 1980

Tom Jones *Accepted by*
9/3/80

cc VV 9/90

In the Matter of Application for Final Plan Approval by Arvida Corporation for Longboat Key Resort Hotel & Club

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August 4, 1980

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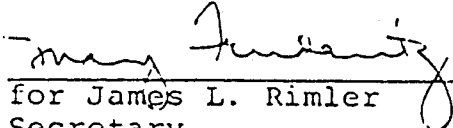
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- (D) Review of site plan by Longboat Key Fire Department be obtained and deficiencies adjusted.
- (E) Review of traffic control, Sands Point Drive by Longboat Key Police Department be obtained and deficiencies adjusted.
- (F) Building elevations for L3 and L4 be developed by Arvida to the satisfaction of the Town Commission.
- (G) Detailed landscaping plans for Sands Point Road be presented to Town Commission and approved.
- (H) Plans be amended to provide that no parking area be closer than 20' to a street.
- (I) Buildings L3 and L4 be moved inland to provide that no part of either building is closer than 20' to mean high water line.
- (J) Volley ball court shown on plans in beach area rejected as an undesirable invasion of a scenic and ecologically sensitive area.
- (K) The privilege of locating and opening a concession on the beaches for the sale of beverages, foods, recreational equipment and related items including the construction and maintenance of semi-permanent structures, all as reserved to Arvida by the condominium documents should be disallowed as being not in harmony with preferred standards for external and neighboring relationships.

August 4, 1980

- (L) Amendment to the Arvida agreement of March 5, 1979, relating to the Longboat Key Golf Club be made to conform to paragraph (B) 2 above.
- (M) An easement to be provided for the benefit of residents southerly and westerly of the L3, L4 complex granting pedestrian use of the boardwalk.
- (N) Arvida make a commitment specifying the time and nature of screening of the GPD neighboring area by planting of trees as shown on Conceptual Plan to soften the impact of high rises.

These Findings and Approval issued under the direction of the Planning and Zoning Board at its meeting July 24, 1980.


for James L. Rimler
Secretary

msf

PLANNING & ZONING BOARD
MINUTES

July 24, 1980

Meeting was called to order by Chairman Edmundson at 10:00 A.M.

Present: Chairman Edmundson, Vice Chairman Sedwick, Members Jones, Staley, Moffett, Bossert

Absent: Secretary Rimler, Members Goodridge, Mullin

Also Present: Town Manager Allgire, Jack Whelan of Adley Associates, Secretary Fendentz

There being a quorum, the meeting was in order.

On motion Bossert, second Jones, carried unanimously, minutes of July 10, 1980 meeting were approved.

Chairman Edmundson said he had received two items he would comment on. First was a meeting on TDR (Transfer of Development Rights), to be held on August 15 in Fort Myers. He has information if any member would like to attend. He also received a letter on research of environmental problems that had been received by the Mayor.

Chairman Edmundson opened the discussion on Arvida's Resort Hotel by asking the members one by one if they wished to question Mr. Kosnik of Arvida about his letter of July 22 to the Planning & Zoning Board. The Chairman said he felt there were two items, a rationale on determination of the sufficiency of golf and tennis facilities and the other item would be a detailed look of how the berming and buffering would be accomplished.

Board Member Staley commented that he thought of Longboat Key as a retirement community rather than a resort community and is Arvida going to continue to pursue the resort community theme? Mr. Kosnik said that approximately 10% of the total units of Longboat Key Club would be short term use and that this would make it a basically residential community. When asked about the priority of starting times on the golf course, he said first priority would go to people living in the GPD, second to people who live on the island and third to those who were and had been members of the club.

Vice Chairman Sedwick said he felt Arvida should bind itself to do what it promises to do. Chairman Edmundson added the basic terms should be included in the conditions of approval.

Board Member Bossert asked if the requirements of Section 6.77 are being met. Also, could Arvida use a volley ball court on the beach and the par course as part of recreational requirements? He asked what the impact of 90 or 95 boats in the lagoon would be environmentally. The entrance to Sands Bay was mentioned and he said Arvida should be required to supply the Town with a condominium document before approval.

CF
Arvida Corporation
TWENTIETH FLOOR
ONE BISCAYNE TOWER
MIAMI, FLORIDA 33131
TELEPHONE (305) 358-3300

EDWARD F. KOSINIK
GROUP VICE PRESIDENT

cc GWA
Mary

July 22, 1980

*Received
letter*

Town of Longboat Key
Planning and Zoning Board
P. O. Box 107
Longboat Key, FL 33548

Dear Mr. Chairman:

At the July 10, 1980 Planning and Zoning Board meeting, the Board members raised a number of questions relating to the recreational facilities at the proposed Longboat Key Resort and Club (The Condominium Hotel) and the relationship of those facilities to the Longboat Key Golf and Tennis Club (LBKGTG). At that meeting, I reviewed some statistics with the Board regarding the present use and future intended use of the LBKGTG. During the course of the dialogue, I indicated that Arvida was prepared to make certain commitments, if necessary, relating to the intended utilization of the recreational facilities at LBKGTG. The purpose of this letter is to provide additional data to the Board and to set forth the commitments that I made at the meeting.

As I discussed during the past several meetings, the recreational elements of the Condominium Hotel will feature a wide array of activities which will include: beaches, swimming and sunning, yachting and boating, fishing, jogging, biking, golf, dining, shopping, tennis, social events, and I am sure others.

Our experience indicates that the beach is the principal recreational lure for people living on and visiting Longboat Key. I have attached Page 7 (which I have extracted) from a 1978 Town of Longboat Key community attitude survey (Exhibit I) which shows in Item 31 the percentage participation and utilization by respondents of selected recreational facilities. You will note that of the 11 activities mentioned, tennis was the least popular recreational activity mentioned by the respondents to the survey, with only 24% of the 2,000

Central Files 7-23-80

RECEIVED
JUL 22 1980
PLANNING AND ZONING BOARD

Town of Longboat Key
July 22, 1980
Page two

respondents noting a participation in tennis and only 58% of those participated more than once a week. This indicates that about 13.9% of the persons play more than once a week. Golf was listed as the 7th most popular recreational activity.

You also can note from the survey that the top five activities were:

Beaches	73%
Swimming	62%
Live Theater	53%
Movies	46%
Fishing	44%

In our amenity strategy, which is consistent with what we understand the market wants, golf and tennis are part of the range of recreational amenities, but they are not crucial or central to the resort experience on Longboat Key. We feel that we must have first class golf and tennis facilities to provide a total resort experience, although golf and tennis play a less important role than beaches, pools, fishing, boating and the other water oriented sports which is what the Longboat Key lifestyle is all about. However, I understand your request for additional information, and in this letter I have tried to respond.

The concept of a PUD is to achieve better planning, more cost efficiency and open space by clustering amenities, residential, commercial and other land uses. As a result, residential site plans within a PUD must be viewed not as free-standing subdivisions, but in the context of their relationship with the total PUD. From an amenity standpoint, some amenities, such as swimming pools, can be provided in a first-class manner within an individual project. Others, such as boat slips, golf and tennis, require that they be consolidated to achieve a first-class experience.

The relevant planning issue facing the Board is whether

Town of Longboat Key
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Page three

sufficient recreational facilities have been incorporated to satisfy the Town's site plan approval requirements for the Condominium Hotel. I feel that onsite recreational facilities should not be required for individual site plans within a PUD if adequate facilities exist within the GPD, but we still have shown 48,000 square feet of active recreational space on the Condominium Hotel site plan which complies with and exceeds the Town's requirements of 38,000 square feet.

The analysis which follows supports my feeling that the planned GPD recreational facilities are sufficient for present and future GPD property owners, and capacity also exists in the intermediate term future at the LBKGTC for present club members.

When a community development is started and amenity development precedes residential or commercial development (as is the case at the LBKGTC), a situation exists where there are excess facilities and no PUD residents. During the early stages of development in order to provide facilities at a reasonable fee, it is necessary to create usage of the facilities by offering them to a wide spectrum of users, consistent with the development character and quality of the community. Over time, as the community is developed, the residents of the PUD become a larger constituency and outside memberships are curtailed through attrition or other means.

Ultimately, first preference or eligibility rights for membership at the LBKGTC will lie with the property owners within the Longboat Key Club GPD. This, obviously, is not a concern or issue since there presently are no property owners within the GPD. Even considering the residents of Sands Bay, Longboat Key Towers and the Privateer, there is only nominal usage of the present recreational facilities by members with the GPD boundaries (See Table I).

Residents of the Sands Bay, Longboat Key Towers and Privateer will enjoy the same rights of membership at the LBKGTC as GPD property owners.

Town of Longboat Key
 July 22, 1980
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TABLE I

Current Member Profile - The matrix below shows the composition of the current members by area of residence and demand for club memberships within certain areas. All figures are in a percentage form.

	<u>Membership at LBKGTG</u>		
	<u>Social</u>	<u>Golf</u>	<u>Tennis</u>
Within GPD	<u>0%</u>	<u>0%</u>	<u>0%</u>
Total GPD	0%	0%	0%
Sands Bay, LBK Towers & Privateer	<u>12%</u>	<u>29%</u>	<u>9%</u>
Total PUD Adjusted	12%	29%	9%
Seaplace	6%	11%	5%
Longboat Key - Other Areas	53%	32%	56%
Off-Island Areas	<u>29%</u>	<u>28%</u>	<u>30%</u>
TOTAL	<u>100%</u>	<u>100%</u>	<u>100%</u>

PRESENT SPORTS USAGE

The existing golf course had a usage of 59% of all available starting times during 1979, and 73% of available times from January 1 to April 30, 1980. During 1979, there were 44,150 unused tee times and during the 1980 winter season, there were 9,605 unused times.

The existing tennis courts had a usage of 33% of all available hours during 1979 and 42% of available hours from January 1 to April 30, 1980. During 1979, there were 25,607 unused hours and during the 1980 winter season, there were 7,296 unused hours.

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These statistics indicate that there still is excess capacity on the present golf/tennis facilities. However, we agree that golf and tennis are both susceptible to seasonal overloads at preferred play times. Necessarily, there is a crowding problem for 30-45 days a year at the prime tee times of 8:05-9:45 A.M., and tennis times between 9:00-11:00 A.M. There are only 35 tee times which can accommodate 140 golfers and 22 tennis court hours which can accommodate 44 players daily during this period, so obviously, everyone cannot play at these preferred times. It is uneconomic to build enough golf or tennis facilities for everyone to play at the preferred times. Economic management requires that play be balanced during the day and other times during the year. Membership capacities can be increased by up to 50% if the added memberships do not have peak season usage rights or if they have limited play rights, without affecting in-season play.

Over time, as the number of GPD property owners increase, there will still be sufficient capacity for Longboat Key resident club members for the immediate future. This will be accomplished by reducing outside membership. Some of the strategies which might be considered are:

- Elimination of commercial membership (i.e., local hotels, motels, etc.).
- Elimination of existing members through normal attrition (currently running 10-15% per year).
- Elimination of non-resident membership which allow out-of-area residents to play during a 30 day period.
- Elimination through attrition or curtailment of off-island membership. Table I shows approximately 28% of our golf membership and 30% of our tennis membership is derived from off-island members.

Through these measures, we can control over 40% of our membership within a two year period (two years of normal attrition and curtailment of off-island membership). We would not

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propose to implement any of these strategies before the Condominium Hotel was completed. At that point, it is likely that the issue will be moot since it is probable that the Bay Isles golf course will be available for play. Our intent is to begin construction of the Bay Isles 18-hole golf course when we commence construction of our Fairway Bay Project in Bay Isles. At that point, there would again be excess capacity.

We are prepared to extend, indefinitely, eligibility rights to present golf and tennis members of the LBKGTC who are not property owners of the GPD, but are residents of Longboat Key. These rights would extend to either the LBKGTC or our proposed Bay Isles facilities.

In our judgment, there are sufficient golf and tennis facilities at the present time for GPD property owners and other members within the GPD area and for our existing club members. Furthermore, we have ample alternatives to closely control membership over time, and we will ensure that LBK residents who are currently club members and non-GPD property owners will have an ongoing right to membership.

CAPACITY FOR FUTURE GPD RESIDENTS

The next issue is whether there is sufficient capacity to provide recreational facilities for GPD residents when the PUD is fully developed. The number of future residences to be constructed within the GPD boundaries is shown below.

<u>Longboat Key Club GPD</u>	
<u>Potential Units</u>	
Constructed Units	0
Zoned Units	1,560
Zoned land east of Gulf of Mexico Drive - 19 Acres at 10 units each	190
Units within PUD Envelope (Sands Bay, Privateer and LBK Towers)	282
TOTAL POTENTIAL UNITS	<u>2,032</u>

Town of Longboat Key
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Page seven

The existing classes of membership are as follows:

1. Social - Entitled to use clubhouse facilities and can use the sports amenities by paying a fee each time of use.
2. Unlimited Golf - Dues include a social membership plus free green fees for the membership year. Available for either single or family groups at different rates.
3. Unlimited Tennis - Dues include a social membership plus free court fees for the membership year. Available for either single or family groups at different rates.
4. Unlimited Golf and Tennis - A combination of the preceding.
5. Beach Club - Provides use of the Beach Club facilities.
6. Hotel-Motel Members - There are six hotels or motels who can make the golf or tennis facilities available to their guests for a use fee. This privilege is limited to non-peak times in season. We will continue to monitor the effect of this use and may have to discontinue it in the near future.
7. Non-Resident Members - Permits limited use play for 30 days per year to members living more than 50 miles away from Longboat Key.

There is a need to add new membership categories to improve off-peak season sports use without impacting peak season play. The new categories would be similar to the existing unlimited golf and tennis membership, but would only include free fees for the eight or nine off-season months. This approach not only broadens the usage base for the golf and tennis facilities, but also provides a lower-priced category for year round residents.

Town of Longboat Key
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MEMBERSHIP CAPACITIES

Unfortunately, we are not aware of any definitive national surveys on memberships per 18-hole golf course or per tennis court, but even if there were, such statistics would be subject to wide variation from area to area because of climate, club membership structure, quality of club, intensity of play, etc. Throughout Arvida's communities, we operate nine 18-hole golf courses and 118 tennis courts. While someone might operate more, we feel our experience gives us a good knowledge of facility demand and user preferences.

<u>Club/Community</u>	<u>Golf Courses</u>	<u>Tennis Courts</u>
Sawgrass	1	12
Boca West	3	22
Boca Raton Hotel	1	20
Broken Sound (Boca Raton)	1	0
Willow Springs (Atlanta)	1	12
Inlet Beach (near Sawgrass)	1	4
Longboat Key Club	1	11
Coto De Caza	0	16
7 Other Communities	0	21
TOTAL	9	118

Our in-house statistics show memberships per golf course ranging from 350 unlimited members for the exclusive Broken Sound Golf Course where membership requires a \$10,000 initiation fee plus annual dues of \$1,650, to about 500-600 unlimited members and over 750 total members in resort environments where play is seasonal.

For tennis clubs, our figures indicate members per court ranging from 25-35, and we have assumed about 27 for the 14 proposed courts at the LBGTC.

Town of Longboat Key
 July 22, 1980
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AMENITY CAPACITIES

The practical limitations on the capacity of golf and tennis play at the LBKGTC facilities are shown below:

	<u>Year-Round Only</u>	<u>Year-Round and Off-Season</u>
Golf (One 18-hole course)	500	750
Tennis (14 Courts)	375	560

Our current experience with memberships at Sands Bay, Longboat Key Towers and Privateer and Seaplace is shown below:

	<u>Units</u>	<u>Membership %</u>	
		<u>Golf</u>	<u>Tennis</u>
Sands Bay/Longboat Key Towers/Privateer	282	29%	9%
Seaplace	461	11%	5%

Using this experience, which is based on a large sample, we assumed about 23% of the GPD residents would be golf club members at full development of the LBK Club GPD. With 2,032 potential units, the number of members would be about 470 members, which represents only a part of the 750 maximum membership (including off-season), and less than the 500 unlimited members. For tennis, we assumed 8% membership, or about 165 members, which is far below the 560 maximum membership (including off-season) and the 375 unlimited members. While we feel that there is sufficient capacity with the 11 courts at the LBKGTC, we intend to add three additional courts at the LBKGTC tennis complex.

Three additional tennis courts will be added to the present LBKGTC tennis complex which will increase the number of tennis courts to 14. These courts will be available for play when

Town of Longboat Key
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Page ten

the proposed Condominium Hotel opens.

As I have discussed previously, we feel that good planning dictates that we not sprinkle tennis courts throughout the PUD. With two to four courts in a location, a first class tennis experience cannot be created. A tennis professional cannot be supported; a tennis shop and equipment cannot be provided, higher maintenance clay courts cannot be serviced properly, and quality competition, tourneys, etc., are not readily available. In addition, a larger number of courts in one area makes it easier to respond to peak time demands. At the present club, we have additional room for three courts, and we feel that that is the location where they can provide maximum impact.

Someone raised the issue that Colony Beach has more tennis courts. Again, comparisons are virtually impossible since Colony Beach caters to tennis clinics, schools and markets to a tennis oriented user. Their tennis programs require that blocks of time be available solely for tennis programs. The age of their user is dramatically lower than our residents and their frequency of use higher.

Some questions also arose about the number of slips which are planned at the yacht club. We have not filed for a permit, but our current thinking is that we intend to apply for 95-99 slips. Membership at the yacht club would be under the umbrella of the overall club as is the Beach Club, unlimited golf membership, tennis, etc.

I hope the above analyses and comments have responded to your questions about the present status of our recreational amenities and our future plans. I now hope that this lingering issue can be resolved, and final approval can be obtained for the Condominium Hotel at the July 24th meeting.

Yours sincerely,

Edward F. Kosnik
BE

Edward F. Kosnik
Group Vice President

EFK/br
cc: G. Wayne Allgire
Jack Whelan

central file
W. M. M.
August 4, 1980
Stewart

To: Tom Jones
Accepted by
P. J. Board

In the Matter of Application for Final Plan Approval by Arvida Corporation for Longboat Key Resort Hotel & Club

Approved with changes and subject to Special Conditions.

The site plan was originally before the Planning and Zoning Board in November, 1978, but then rejected and referred to the Town Commission and later referred back to this Board for this Board's review.

This Application had been reviewed by the Planning and Zoning Board in a series of meetings commencing May 15, 1980.

During this review advice and counsel of Adley Associates were availed of and they were regularly in attendance. Staff review as well as the Town Manager's comments were considered in all respects.

Each meeting was attended by Longboat Key residents, principally those residing in the neighborhood multi-family developments. Sands Bay Condominium supplied the Board with comprehensive memoranda. Residents in attendance who desired to address the Board were given an opportunity to do so. Various matters deemed by the Board to be not acceptable in the original plans were adjusted during these hearings.

Having concluded the hearings, the Planning and Zoning Board reports the following findings. (Zoning Code 6.75)

(a) The Plan is consistent with the Town's Comprehensive Plan and the purpose and intent of this GPD. (But not a "hotel" when executed)

1. The establishment of a resort hotel complex at the location indicated has been officially approved by the Town Commission in the original approval of this GPD Outline Development Plan, May 5, 1976. The number of units and the height of buildings has been officially approved by the Town Commission in the Land Intensity Schedule as finally amended March 14, 1980.

2. The requirement of the presentation by Applicant of a Conceptual Plan embracing the whole GPD has been met by a display of architect's renderings and is satisfactory to the Board; subject to the condition that the schedule for completion of this resort and club be updated and revised.

(b) The Plan varies in some respects from zoning regulations as reported on below:

1. Variance from the Town's coastal construction setback line has been approved by the Commission and the Gulf front buildings are sited in compliance.

P-5-80

August 4, 1980

2. The required area for active recreation has been met by the assured availability of the Longboat Key Golf Club and the Tennis Club to all owners in the Longboat Key Club area, including those residing in Sands Bay, Longboat Key Towers and the Privateers as noted in Conditions 9 and 15 in the Outline Development Plan approval of May 5, 1976, and implemented by Arvida letter of July 22, 1980. It is suggested that consideration be given to requiring an amendment to the Agreement between Arvida and the Town dated March 5, 1979, relating to the Golf Club lands; this amendment to allow residents of Longboat Key Club through an appropriate organization to have first refusal and a preferential right to acquire the facility in the event Arvida Corporation seeks to assign it. This amendment to grant similar rights as respects the Tennis Club.

3. Various setback measurements imposed by cone of vision regulations were waived to permit a more harmonious treatment of the whole site.

4. Buildings L3 and L4 are shown to be 12' and 14' from the lagoon. Zoning 5.33(c) requires a 30' setback. The Board rejects the proposed variation and suggests a 20' setback; subject, if deemed necessary to the approval of the Board of Adjustment.

(c) There has been no evidence presented to the Board or discovered by it of any non-conformity with applicable provisions of the subdivision regulations or other applicable requirements.

(d) The Plan complies with the requirements of good design standards with respect to all external relationships; with the exception of the of the beach volley ball court and the beach concessions noted in Special Conditions H and F below.

(e) The Plan is in conformance with Town policy respecting ownership, completion and maintenance. However, attention is directed to Special Conditions noted below.

The Plan to which this approval applies consists of the following documents:

- (A) Longboat Key Club Land Intensity Schedule and Diagrammatic Site Plan, dated January 4, 1980 and amended March 14, 1980.
- (B) Longboat Key Resort & Club Site Survey dated May 27, 1980.
- (C) Longboat Key Resort & Club General Site Plan dated June 21, 1980.
- (D) Longboat Key Resort & Club Detail Site Plan dated June 25, 1980, numbered 251.404, as amended by Bennett & Bishop report of June 27, 1980.

The nonresidential Unit 500 has no bedrooms or bathrooms.

(d) Survey and Condominium Plat.

A copy of the survey and condominium plat for Phase I is attached as Exhibit 2 to this Offering Circular, a copy of the survey and condominium plat for Phase II is attached as Exhibit 14, and a copy of the survey and condominium plat for Phase III is attached as Exhibit 14A.

(e) Estimated Latest Date of Completion.

It is contemplated that all units in Phase I of Inn On The Beach will be completed by April 1, 1983, although such completion date is not guaranteed by Arvida. It is contemplated that all units in all three phases of Inn On The Beach will be completed by April 1, 1986, although such completion date is not guaranteed by Arvida.

(f) Maximum Number of Units that Will Use Common Facilities.

Upon final development of all three phases of Inn On The Beach there will be a maximum of 222 units, 221 of which will be residential units and one (1) of which will be nonresidential.

4. THE CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTERESTS AND NOT AS LEASEHOLD INTERESTS.

5. Facilities that will be Used Only by Unit Owners in This Condominium, Their Guests and Business Invitees.

(a) General Description of the Facilities.

Par Cors Path: Arvida contemplates construction of a physical fitness "par cors path". The par cors path is to be located in Phase I and Phase II as reflected on Exhibit 2 to this Offering Circular. Arvida does not contemplate that any personal property would be purchased or furnished in connection with the use of the par cors path. That part of the par cors path located in Phase I will be available for use upon the completion of construction of Phase I which is estimated to be April 1, 1983, and that part of the par cors path located in Phase II will be available for use upon the submission of Phase II to condominium ownership which is estimated to be before April 1, 1986. The par cors path will be part of the common elements and will be owned in

*Not hotel rooms!!
(But in a tourism
zone owner can
rent short-term
via a pool.)*

71

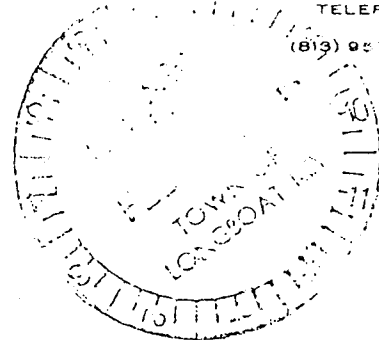
LAW OFFICES
CHRISTIANSSEN, DEHNER & DART, P.A.
1487 SECOND STREET
SUITE A
SARASOTA, FLORIDA 33577

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

TELEPHONE
(813) 957-0153

February 8, 1984

Mr. Albert T. Cox, Jr.
Director of Public Works
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 33548



Re: Inn on the Beach - Condominium Documents

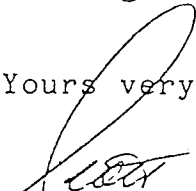
Dear Al:

I have reviewed the condominium documents for all phases of Inn on the Beach and find them to be in accordance with Florida Law and the ordinances of the Town. I have also examined the documents with regard to the conditions set forth in the resolution of approval for Arvida Resort Hotel project and find:

1. That the Declaration of Condominium submits the fee simple title to the property to condominium.
2. The condominium is a phase condominium.
3. The condominium bylaws provide for an express power to the association to levy assessments for beach nourishment and protection.
4. I find no reference to the operation of concessions on the beach.

If you have any further questions regarding this matter feel free to call.

Yours very truly,


Scott R. Christiansen

SRC/tlb
Enc.

Beach Area: All unit owners in Inn On The Beach shall have the right to use the entire 1,200 feet of Gulf beach which will be part of the common areas of Inn On The Beach. The owner of Unit 500 has the right, but not the obligation, to operate concession services upon the beach including but not limited to boat rental, umbrella rental, etc. See paragraph 25 of the Declaration of Condominium attached as Exhibit 1 to this Offering Circular.

Swimming Pool: Arvida contemplates the construction of a swimming pool, deck, jacuzzi, and men's and women's restrooms in Phase I as shown on Exhibit 2 to this Offering Circular. The precise size and design of such facilities has not yet been finalized, however the swimming pool will have a minimum surface area of 2,500 square feet, a depth ranging from three feet to eight feet, will be surrounded by a deck of approximately ten feet in width, and the pool and deck will accommodate a swimming and lounging capacity of approximately one hundred fifty people. The swimming pool will be heated. The jacuzzi will have a minimum surface area of one hundred square feet and will accommodate approximately ten people. The restrooms will each have a minimum square footage of 160 and will each accommodate approximately six people.

Emergency Generator and Booster: An emergency generator and emergency booster pump for the fire system will be installed in a building to be constructed upon Phase I as shown on Exhibit 2.

(b) Minimum Expenditure by Developer for Personal Property for Recreational Facilities.

Arvida contemplates a minimum expenditure of \$25,000.00 to furnish personal property for use with the swimming pool, deck, and jacuzzi.

(c) Ownership and Use of the Foregoing Facilities.

The beach areas, swimming pool, deck, jacuzzi, men's and women's restrooms, emergency generator and booster pump in building, will be part of the common elements and will be owned in common by the unit owners. The common areas may be used by the unit owners and their guests, and may be used by the business invitees, lessee, tenants and guests of the owner of the nonresidential Unit 500. There are certain limits upon use of these facilities when a unit is rented or under corporate or multiple ownership. See paragraph 26 of the Declaration of Condominium attached as Exhibit 1 of this Offering Circular.

guests and tenants (short-term renters) are two different categories

6. Other Facilities Available for Use By Unit Owners but Not Part of the Condominium.

✓ Longboat Key Golf and Tennis Club: Unit owners at Inn On The Beach, and their guests, will have the facilities and services of Longboat Key Golf and Tennis Club available for use upon acquisition of appropriate membership if membership is owned

quest

available, or upon payment of use fees. The facilities of Longboat Key Golf and Tennis Club include the clubhouse, tennis courts and golf course located on Longboat Club Road a short distance from the condominium, and may include Unit 500 described on Exhibit "A" to the Declaration of Condominium. Membership in Longboat Key Golf and Tennis Club is not included as part of the purchase of a unit in Inn On The Beach condominium. Membership in Longboat Key Golf and Tennis Club is not mandatory, however, various forms of membership may be available from time to time. Memberships are also available to persons not a unit owner at Inn On The Beach. A membership in Longboat Key Golf and Tennis Club requires payment of initiation fees and annual dues which vary depending upon the type of membership selected. Membership in Longboat Key Golf and Tennis Club and use of its facilities is not guaranteed and may be terminated.

after club is economically viable no short-term renters (or tenants).

Yacht Club: Arvida contemplates construction of a yacht club on lands and waters adjacent to Inn On The Beach. The yacht club will not be part of Inn On The Beach. Unit owners may utilize these facilities upon a nonexclusive basis with others if facilities are available and upon payment of appropriate charges or obtaining the appropriate club membership. Use is not guaranteed and may be terminated by Arvida.

7. THERE IS CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM.

Unit owners will have the option of membership in Longboat Key Golf and Tennis Club and the yacht club described in paragraph 6 above, if membership is available. However, club membership is not mandatory. Membership and use is not guaranteed and may be withdrawn or cancelled at any time and the unit owners have no enforceable rights to club membership or use of the premises associated with the clubs.

8. RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

See paragraph 18 of the Declaration of Condominium attached as Exhibit 1.

9. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

Arvida reserves the right to permit individuals the right to occupy units owned by Arvida at its discretion and for various periods of time. Arvida does not have a form of agreement for this purpose which binds either party to a specific term although the individual occupying the unit may sign a registration form specifying the conditions of occupancy. Units sold may therefore be subject to occupancy rights of another party for a period of time. As there are no regulations prohibiting the renting of individual units, other unit owners besides Arvida may rent their units.

*File
Transcript
Murray*

Arvida Corporation
TWENTIETH FLOOR
ONE BISCAYNE TOWER
MIAMI, FLORIDA 33131
TELEPHONE (305) 358-3300

EDWARD F. KOSNIK
GROUP VICE PRESIDENT

*cc GWA
Murray*

July 22, 1980

X / JCF

cc VV 9/90

Town of Longboat Key
Planning and Zoning Board
P. O. Box 107
Longboat Key, FL 33548

Dear Mr. Chairman:

At the July 10, 1980 Planning and Zoning Board meeting, the Board members raised a number of questions relating to the recreational facilities at the proposed Longboat Key Resort and Club (The Condominium Hotel) and the relationship of those facilities to the Longboat Key Golf and Tennis Club (LBKGTC). At that meeting, I reviewed some statistics with the Board regarding the present use and future intended use of the LBKGTC. During the course of the dialogue, I indicated that Arvida was prepared to make certain commitments, if necessary, relating to the intended utilization of the recreational facilities at LBKGTC. The purpose of this letter is to provide additional data to the Board and to set forth the commitments that I made at the meeting.

As I discussed during the past several meetings, the recreational elements of the Condominium Hotel will feature a wide array of activities which will include: beaches, swimming and sunning, yachting and boating, fishing, jogging, biking, golf, dining, shopping, tennis, social events, and I am sure others.

Our experience indicates that the beach is the principal recreational lure for people living on and visiting Longboat Key. I have attached Page 7 (which I have extracted) from a 1978 Town of Longboat Key community attitude survey (Exhibit I) which shows in Item 31 the percentage participation and utilization by respondents of selected recreational facilities. You will note that of the 11 activities mentioned, tennis was the least popular recreational activity mentioned by the respondents to the survey, with only 24% of the 2,000

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respondents noting a participation in tennis and only 58% of those participated more than once a week. This indicates that about 13.9% of the persons play more than once a week. Golf was listed as the 7th most popular recreational activity.

You also can note from the survey that the top five activities were:

Beaches	73%
Swimming	62%
Live Theater	53%
Movies	46%
Fishing	44%

In our amenity strategy, which is consistent with what we understand the market wants, golf and tennis are part of the range of recreational amenities, but they are not crucial or central to the resort experience on Longboat Key. We feel that we must have first class golf and tennis facilities to provide a total resort experience, although golf and tennis play a less important role than beaches, pools, fishing, boating and the other water oriented sports which is what the Longboat Key lifestyle is all about. However, I understand your request for additional information, and in this letter I have tried to respond.

The concept of a PUD is to achieve better planning, more cost efficiency and open space by clustering amenities, residential, commercial and other land uses. As a result, residential site plans within a PUD must be viewed not as free-standing subdivisions, but in the context of their relationship with the total PUD. From an amenity standpoint, some amenities, such as swimming pools, can be provided in a first-class manner within an individual project. Others, such as boat slips, golf and tennis, require that they be consolidated to achieve a first-class experience.

The relevant planning issue facing the Board is whether

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sufficient recreational facilities have been incorporated to satisfy the Town's site plan approval requirements for the Condominium Hotel. I feel that onsite recreational facilities should not be required for individual site plans within a PUD if adequate facilities exist within the GPD, but we still have shown 48,000 square feet of active recreational space on the Condominium Hotel site plan which complies with and exceeds the Town's requirements of 38,000 square feet.

The analysis which follows supports my feeling that the planned GPD recreational facilities are sufficient for present and future GPD property owners, and capacity also exists in the intermediate term future at the LBKGTC for present club members.

When a community development is started and amenity development precedes residential or commercial development (as is the case at the LBKGTC), a situation exists where there are excess facilities and no PUD residents. During the early stages of development in order to provide facilities at a reasonable fee, it is necessary to create usage of the facilities by offering them to a wide spectrum of users, consistent with the development character and quality of the community. Over time, as the community is developed, the residents of the PUD become a larger constituency and outside memberships are curtailed through attrition or other means.

Ultimately, first preference or eligibility rights for membership at the LBKGTC will lie with the property owners within the Longboat Key Club GPD. This, obviously, is not a concern or issue since there presently are no property owners within the GPD. Even considering the residents of Sands Bay, Longboat Key Towers and the Privateer, there is only nominal usage of the present recreational facilities by members with the GPD boundaries (See Table I).

Residents of the Sands Bay, Longboat Key Towers and Privateer will enjoy the same rights of membership at the LBKGTC as GPD property owners.

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TABLE I

Current Member Profile - The matrix below shows the composition of the current members by area of residence and demand for club memberships within certain areas. All figures are in a percentage form.

	<u>Membership at LBKGTC</u>		
	<u>Social</u>	<u>Golf</u>	<u>Tennis</u>
Within GPD	<u>0%</u>	<u>0%</u>	<u>0%</u>
Total GPD	0%	0%	0%
Sands Bay, LBK Towers & Privateer	<u>12%</u>	<u>29%</u>	<u>9%</u>
Total PUD Adjusted	12%	29%	9%
Seaplace	6%	11%	5%
Longboat Key - Other Areas	53%	32%	56%
Off-Island Areas	<u>29%</u>	<u>28%</u>	<u>30%</u>
TOTAL	<u>100%</u>	<u>100%</u>	<u>100%</u>

PRESENT SPORTS USAGE

The existing golf course had a usage of 59% of all available starting times during 1979, and 73% of available times from January 1 to April 30, 1980. During 1979, there were 44,150 unused tee times and during the 1980 winter season, there were 9,605 unused times.

The existing tennis courts had a usage of 33% of all available hours during 1979 and 42% of available hours from January 1 to April 30, 1980. During 1979, there were 25,607 unused hours and during the 1980 winter season, there were 7,296 unused hours.

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These statistics indicate that there still is excess capacity on the present golf/tennis facilities. However, we agree that golf and tennis are both susceptible to seasonal overloads at preferred play times. Necessarily, there is a crowding problem for 30-45 days a year at the prime tee times of 8:05-9:45 A.M., and tennis times between 9:00-11:00 A.M. There are only 35 tee times which can accommodate 140 golfers and 22 tennis court hours which can accommodate 44 players daily during this period, so obviously, everyone cannot play at these preferred times. It is uneconomic to build enough golf or tennis facilities for everyone to play at the preferred times. Economic management requires that play be balanced during the day and other times during the year. Membership capacities can be increased by up to 50% if the added memberships do not have peak season usage rights or if they have limited play rights, without affecting in-season play.

*Does not
speak
to
demand
periods
(i.e.,
A.M.)*

Over time, as the number of GPD property owners increase, there will still be sufficient capacity for Longboat Key resident club members for the immediate future. This will be accomplished by reducing outside membership. Some of the strategies which might be considered are:

- Elimination of commercial membership (i.e., local hotels, motels, etc.).
- Elimination of existing members through normal attrition (currently running 10-15% per year).
- Elimination of non-resident membership which allow out-of-area residents to play during a 30 day period.
- Elimination through attrition or curtailment of off-island membership. Table I shows approximately 28% of our golf membership and 30% of our tennis membership is derived from off-island members.

Through these measures, we can control over 40% of our membership within a two year period (two years of normal attrition and curtailment of off-island membership). We would not

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propose to implement any of these strategies before the Condominium Hotel was completed. At that point, it is likely that the issue will be moot since it is probable that the Bay Isles golf course will be available for play. Our intent is to begin construction of the Bay Isles 18-hole golf course when we commence construction of our Fairway Bay Project in Bay Isles. At that point, there would again be excess capacity.

We are prepared to extend, indefinitely, eligibility rights to present golf and tennis members of the LBKGTC who are not property owners of the GPD, but are residents of Longboat Key. These rights would extend to either the LBKGTC or our proposed Bay Isles facilities.

In our judgment, there are sufficient golf and tennis facilities at the present time for GPD property owners and other members within the GPD area and for our existing club members. Furthermore, we have ample alternatives to closely control membership over time, and we will ensure that LBK residents who are currently club members and non-GPD property owners will have an ongoing right to membership.

CAPACITY FOR FUTURE GPD RESIDENTS

The next issue is whether there is sufficient capacity to provide recreational facilities for GPD residents when the PUD is fully developed. The number of future residences to be constructed within the GPD boundaries is shown below.

<u>Longboat Key Club GPD</u>	
<u>Potential Units</u>	
Constructed Units	0
Zoned Units	1,560
Zoned land east of Gulf of Mexico Drive - 19 Acres at 10 units each	190
Units within PUD Envelope (Sands Bay, Privateer and LBK Towers)	<u>282</u>
TOTAL POTENTIAL UNITS	<u>2,032</u>

The existing classes of membership are as follows:

1. Social - Entitled to use clubhouse facilities and can use the sports amenities by paying a fee each time of use.
2. Unlimited Golf - Dues include a social membership plus free green fees for the membership year. Available for either single or family groups at different rates.
3. Unlimited Tennis - Dues include a social membership plus free court fees for the membership year. Available for either single or family groups at different rates.
4. Unlimited Golf and Tennis - A combination of the preceding.
5. Beach Club - Provides use of the Beach Club facilities.
6. Hotel-Motel Members - There are six hotels or motels who can make the golf or tennis facilities available to their guests for a use fee. This privilege is limited to non-peak times in season. We will continue to monitor the effect of this use and may have to discontinue it in the near future.
7. Non-Resident Members - Permits limited use play for 30 days per year to members living more than 50 miles away from Longboat Key.

There is a need to add new membership categories to improve off-peak season sports use without impacting peak season play. The new categories would be similar to the existing unlimited golf and tennis membership, but would only include free fees for the eight or nine off-season months. This approach not only broadens the usage base for the golf and tennis facilities, but also provides a lower-priced category for year round residents.

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MEMBERSHIP CAPACITIES

Unfortunately, we are not aware of any definitive national surveys on memberships per 18-hole golf course or per tennis court, but even if there were, such statistics would be subject to wide variation from area to area because of climate, club membership structure, quality of club, intensity of play, etc. Throughout Arvida's communities, we operate nine 18-hole golf courses and 118 tennis courts. While someone might operate more, we feel our experience gives us a good knowledge of facility demand and user preferences.

<u>Club/Community</u>	<u>Golf Courses</u>	<u>Tennis Courts</u>
Sawgrass	1	12
Boca West	3	22
Boca Raton Hotel	1	20
Broken Sound (Boca Raton)	1	0
Willow Springs (Atlanta)	1	12
Inlet Beach (near Sawgrass)	1	4
Longboat Key Club	1	11
Coto De Caza	0	16
7 Other Communities	0	21
TOTAL	9	118

Our in-house statistics show memberships per golf course ranging from 350 unlimited members for the exclusive Broken Sound Golf Course where membership requires a \$10,000 initiation fee plus annual dues of \$1,650, to about 500-600 unlimited members and over 750 total members in resort environments where play is seasonal.

For tennis clubs, our figures indicate members per court ranging from 25-35, and we have assumed about 27 for the 14 proposed courts at the LBGTC.



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AMENITY CAPACITIES

The practical limitations on the capacity of golf and tennis play at the LBKGTC facilities are shown below:

figures are way too high

	<u>Year-Round Only</u>	<u>Year-Round and Off-Season</u>
Golf (One 18-hole course)	500	750
Tennis (14 Courts)	375	560

Our current experience with memberships at Sands Bay, Longboat Key Towers and Privateer and Seaplace is shown below:

	<u>Units</u>	<u>Membership %</u>	
		<u>Golf</u>	<u>Tennis</u>
Sands Bay/Longboat Key Towers/Privateer	282	29%	9%
Seaplace	461	11%	5%

Using this experience, which is based on a large sample, we assumed about 23% of the GPD residents would be golf club members at full development of the LBK Club GPD. With 2,032 potential units, the number of members would be about 470 members, which represents only a part of the 750 maximum membership (including off-season), and less than the 500 unlimited members. For tennis, we assumed 8% membership, or about 165 members, which is far below the 560 maximum membership (including off-season) and the 375 unlimited members. While we feel that there is sufficient capacity with the 11 courts at the LBKGTC, we intend to add three additional courts at the LBKGTC tennis complex.

Three additional tennis courts will be added to the present LBKGTC tennis complex which will increase the number of tennis courts to 14. These courts will be available for play when

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the proposed Condominium Hotel opens.

As I have discussed previously, we feel that good planning dictates that we not sprinkle tennis courts throughout the PUD. With two to four courts in a location, a first class tennis experience cannot be created. A tennis professional cannot be supported, a tennis shop and equipment cannot be provided, higher maintenance clay courts cannot be serviced properly, and quality competition, tourneys, etc., are not readily available. In addition, a larger number of courts in one area makes it easier to respond to peak time demands. At the present club, we have additional room for three courts, and we feel that that is the location where they can provide maximum impact.

Someone raised the issue that Colony Beach has more tennis courts. Again, comparisons are virtually impossible since Colony Beach caters to tennis clinics, schools and markets to a tennis oriented user. Their tennis programs require that blocks of time be available solely for tennis programs. The age of their user is dramatically lower than our residents and their frequency of use higher.

Some questions also arose about the number of slips which are planned at the yacht club. We have not filed for a permit, but our current thinking is that we intend to apply for 95-99 slips. Membership at the yacht club would be under the umbrella of the overall club as is the Beach Club, unlimited golf membership, tennis, etc.

I hope the above analyses and comments have responded to your questions about the present status of our recreational amenities and our future plans. I now hope that this lingering issue can be resolved, and final approval can be obtained for the Condominium Hotel at the July 24th meeting.

Yours sincerely,

Edward F. Kosnik
BR

Edward F. Kosnik
Group Vice President

EFK/br
cc: G. Wayne Allgire
Jack Whelan

9. Own a boat.

Responses 2001, or 98 % of #0.

Yes 568, or 28 %

No 1433, or 72 %

30. Number of bicycles in household.

Responses 2004, or 98 % of #0.

None 1097, or 55 %

Two 444, or 22 %

One 387, or 19 %

3 or more 76, or 4 %

31. Participation and utilization of selected recreational facilities.

Any responses 1833, or 89 % of #0.

Activity/ Facility	Percent Engaging	Less than one month	2 - 3 times/month	More than once/week
⑪ Tennis	<u>24%</u>	<u>18%</u>	<u>24%</u>	<u>58%</u>
⑦ Golf	<u>41%</u>	<u>19%</u>	<u>25%</u>	<u>56%</u>
④ Movies	<u>46%</u>	<u>58%</u>	<u>36%</u>	<u>6%</u>
⑤ Fishing	<u>44%</u>	<u>29%</u>	<u>35%</u>	<u>36%</u>
① Beaches	<u>73%</u>	<u>9%</u>	<u>21%</u>	<u>70%</u>
③ Live theater	<u>53%</u>	<u>52%</u>	<u>41%</u>	<u>7%</u>
⑥ Library	<u>43%</u>	<u>32%</u>	<u>40%</u>	<u>28%</u>
⑩ 'Go for a drive'	<u>30%</u>	<u>23%</u>	<u>34%</u>	<u>43%</u>
② Swimming	<u>62%</u>	<u>6%</u>	<u>17%</u>	<u>77%</u>
⑧ Bicycling	<u>36%</u>	<u>7%</u>	<u>20%</u>	<u>73%</u>
⑨ Boating	<u>32%</u>	<u>22%</u>	<u>31%</u>	<u>47%</u>
Other	<u>13%</u>	<u>3%</u>	<u>15%</u>	<u>82%</u>

32. Are existing private/public recreation facilities adequate.

Responses 1875, or 92 % of #0.

Yes 1503, or 80 %

No 372, or 20 %

33. Are present beach accesses adequate.

Responses 1912, or 93 % of #0.

Yes 1653, or 86 %

No 259, or 14 %

out that, although it was not under discussion at present, the conceptual plan showed the concept for Bay Village on the east side of Gulf of Mexico Drive as being developed behind a nature preserve and natural edge along GMD to preserve forever the natural look.

In the resort plans, he explained the lagoon concept as being for big, beautiful boats, not full of little slips. Chairman Edmundson asked what was planned for the point of land which juts out to form the lagoon and Mr. Kosnick replied that it is not yet planned except what is on the adopted Land Intensity Schedule which states there will be 230 units in buildings between 3 and 6 stories in height.

Mr. Platt said there would be gates at both entrances to Longboat Club Rd. with entrance by pass for guests and by sticker for residents. Lower, villa type buildings would be facing the lagoon and related to marine views, and boating activities.

Mr. Kosnick explained that the plan was for condominium ownership of the units with the provision they could if the owners wished, be rented out for as little as one day at a time. Arvida Corp. would be the resort manager and the units would be sold furnished to control the level of furnishings. The common facilities would be owned and managed by Arvida.

Mr. Platt stated there would be trellised courts in the parking area and each building would have trellises of flowering shrubs to give a continuity to the beach units, with quite a different look from the lagoon units. Mr. Kosnick said the central one story building would have 9,150 square feet. There would be some administrative area, secretarial space, bathroom areas, and a library or quiet space. The central area would be open and would link the two structures. The second structure would include a restaurant with indoor and outdoor seating for 110 people, kitchen area, and a big open space for meetings, subdividable into as many as six spaces, and bathrooms for this area. All the information and reception functions had been removed from this building and transferred to the control point at the entrance to Longboat Club Rd. off Gulf of Mexico Dr.

Jack Whelan commented he had only seen sketches, not these drawings, before this meeting. He stated that the concept drawings reinforced the developers' idea that the golf course and other amenities were part of the hotel and that they were asking the Town to accept that idea. The plans were developed according to the Land Intensity Schedule as to density and as to heights of buildings. He felt it would be beyond the demands of a conceptual plan to ask Arvida to do site plans at this time for the undecided areas because it cannot be done without designing the buildings. The direction they seemed to be heading was an attractive kind of soft treatment. He thought the plans were an immense improvement over the earlier plans. There had been previous discussion about whether the resort hotel should include on site all the recreational facilities a normal hotel would have. Arvida had now

included recreational facilities on site to comply with the zoning ordinance, but with their choice as to what the facilities were. They did not include tennis. He thought the Board must answer the question whether it was Arvida's right to make that decision, and Mr. Whelan felt it was. He thought it was appropriate, however, for the Board to consider whether the number of tennis courts off site was adequate. Mr. Whelan felt that placement of recreational facilities along the road would enable them to better serve the whole community than they would if they were grouped around the hotel. He also thought that the concept of the lagoon units being separate in character and placement was appropriate. Mr. Platt had discussed groupings of trees running through the golf course in several places and their screening effect, and he, in answer to Mr. Whelan's question, confirmed this was an indication of new plantings to be done. Mr. Whelan stated he thought this was clever and sensible and a commendable gesture. He stated that in driving down the road a person would, from certain points, see mostly trees and other points, mostly berm, and that was the purpose of putting dense lines of trees through the golf course - to break up the view of the buildings. Mr. Whelan stated that the berming was very important, but the engineering drawings submitted for staff review did not indicate the richness of the planting nor the size of the berms. He thought there should and would be a landscaping plan. He did not think consideration of the hotel could be carried on independently of the way the road will be handled.

Gen. Edmundson stated that one major determination the Board should consider was whether it agreed with Arvida's concept of having the tennis and golf course separate or whether they should be required to provide them specifically within each area. In reply, Vice-Chairman Sedwick read a memo he had written on the subject which stated he did not believe the formula for recreational requirements applied to each individual site but to the whole GPD and he said this was confirmed by the Town Commission's interpretation. Therefore, in his opinion, the requirements of 6.77 (3) for on site recreational facilities had been met. However, in including golf, tennis and yacht clubs as recreation space, the Board should confirm membership availability and review Arvida's Boca Raton setup as a guide. Mr. Whelan agreed with Mr. Sedwick but cautioned that with the ownership of the facilities being beyond the control of the GPD there could be some danger of the "evaporation" of the facilities therefor. That was the primary reason for insisting that the recreational requirement be met on site. Mr. Sedwick suggested it could be controlled by requiring Arvida to prove to the Town's satisfaction that the occupants of the GPD would have preferential rights. If this meant that people not living in the GPD could no longer use the golf and tennis facilities, so be it.

Chairman Edmundson said it appeared there was a consensus that looking at the amenities as a whole for the GPD was a reasonable and proper approach. Mr. Moffett added that would be subject to the residents having preferential rights to use, ownership, etc. Mr. Bossert suggested that the condominium documents should state exactly what their privileges would be. Mr. Kosnick told the Commission that Arvida has installed some par courses in other resorts and they have been well accepted. It was not just a ploy to meet the on site

recreational requirement in an easy way. Mr. Kosnick stated they had done statistical profiles of the present club members as to where they live, frequency of golf and tennis facilities use, etc. to determine by demand analysis whether there will be enough recreational area when all the living units in the GPD are completed. The results indicated one golf course would meet the needs and between 10 and 12 tennis courts. They plan to increase to 14 tennis courts. He stated there is a 10 to 15% attrition rate among members but they would let any current member continue his membership as long as he wished to do so. In addition there would eventually be a golf course at Bay Isles. Mr. Edmundson inquired whether the people of Sands Bay, Longboat Key Towers and The Privateers, which are not part of the GPD, would have the same right and access to memberships to the club and recreational facilities as people who will live in the GPD units to be built and Mr. Kosnik stated that they would. Vice-Chairman Sedwick suggested that should be made a condition of approval. Mr. Kosnik said he could not state at this time what order of preference would be established in a few years as to non GPD area members, but there would be a multi-dimensional hierarchy in terms of time of play, how many days ahead of the time they can sign to play and property owners within the complex. Mr. Whelan suggested that Arvida be required to present a plan guaranteeing in the long term the rights to residents as it would need to be documented at some time anyway, and he thought it would be wise to have it during review while the Town has right of approval. Mr. Kosnik said that was a statement they were willing to make, along with continuing eligibility for current members. Mr. Edmundson asked that the statement also include guarantee of the rights of residents in Sands Bay, Longboat Key Towers and The Privateers.

Mr. Kosnik stated that the drawing of the lagoon itself was just conceptual and that it will be necessary to get state permits and to present specific configurations for the slips. It was their intention to operate in a manner similar to the golf club and this would be another element of membership. They might sell slips to the residents of the GPD or it might be like a golf course and have a certain rental fee with members having first right to the facilities, but these things had not yet been decided.

Mr. Whelan reminded Mr. Kosnik that the Outline Development Plan provided for 5% commercial area and that he should be careful not to exceed that, since some of these amenities will be included as part of that 5%. Mr. Kosnik's reply was that they were not asking for approval of the conceptual plan but were presenting it to show the tone and character of what they hoped to do.

Mr. Sedwick stated that before final site plan approval of the hotel he was going to insist on some written, binding commitment from the developer committing the recreational facilities use to the residents of the GPD in a manner satisfactory to the Town. Mr. Kosnik stated they would be willing to provide that as a condition of approval.

It was agreed to hold another meeting July 24 at 10:00 A.M. to continue

with this site plan review process. Mr. Kosnik agreed to provide the statement about recreational facilities at that time.

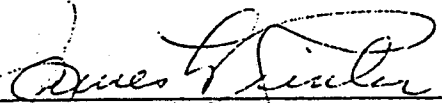
The Chairman asked that at the next meeting Arvida attempt to give further assurance that specifically the golf course and the tennis courts will meet the requirements of the whole area and specifically the hotel. Mr. Bossert asked that they present to the Town Staff and to Adley Associates for their evaluation to the Board a working drawing of the access route to Sands Bay and also of the step down boardwalk plans. Russ Nowlen requested that some representative conceptual plan be presented to the Staff.

Ton Jones raised the question of whether the Board should insist that the road run along the lagoon. The Chairman polled the Board and the majority feeling was that the road should be left as shown on the plans.

Mr. Jones also pointed out that the lagoon buildings are closer to the water than the zoning code permits and suggested it might be necessary to get a variance from the Zoning Board of Adjustment. Jack Whelan stated that the PD concept is to permit some flexibility of requirements in order to cluster buildings.

It was moved by Sedwick, seconded by Bossert and carried unanimously that the meeting be adjourned.

Chairman Edmundson declared the meeting adjourned at 12:32 P.M.



James L. Rimler
Secretary

PLANNING & ZONING BOARD
MINUTES

June 19, 1980

The meeting was called to order by Chairman Edmundson at 10 A.M.
Present: Vice Chairman Sedwick, Secretary Rimler, Members Bossert, Staley, Mullin. Absent: Members Goodridge, Jones, Moffett.
Also present: Adley Associate Jack Whelan, Secretary Mary Fendentz.
Date for next meeting was set for July 10, 1980, at 10 A.M.
Upon motion Bossert, second Staley, and unanimous vote, the minutes of the May 15th and May 29th meetings were approved.

Chairman Edmundson opened the meeting by asking Mr. Kosnik of Arvida Corporation to give a presentation of some plans and drawings they were going to submit. He said the Board should look at the plans even without a conceptual plan, and consider staff comments, material from Adley and Sands Bay Condominium. Mr. Kosnik introduced Calvin Platt, a planner retained by Arvida, to explain the drawings.

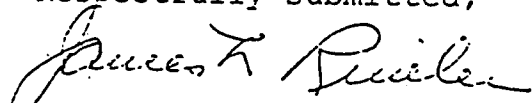
There are three parts of the plan: (1) an overview of the GPD, (2) the Resort Hotel and (3) actual site plan. Mr. Platt said they were planning a low key residential/resort area with golf courses, tennis courts, yacht club and other recreational amenities. He said they were trying to form a strong pedestrian connection and a vehicular connection, and delineate the character of each area.

Mr. Whelan was asked to submit his comments. He said he was encouraged by what he saw and felt it was a step in the right direction. There has to be a road and there are two alternatives; i.e., one along the beach and the other where it is shown. The moving of some of the buildings has improved the site plan and the parking areas appear improved.

Several questions arose as to street access to Sands Bay, domination of a massive parking lot and a clear picture of the ownership and membership of the golf and tennis clubs. Mr. Whelan said that Town Manager Allgire is going to look into the matter of membership and ownership of the amenities. On the question of security, Mr. Platt said there would be guards or some sort of security at each end of Longboat Key Club Road. The Chairman requested the Staff to submit a complete report on the new plans. Board Member Bossert asked that it be made part of the minutes that he considered that Chairman Edmundson had directed the Board in a positive step in the right direction on consideration of the Resort Hotel.

Meeting adjourned at 11:40 A.M.

Respectfully submitted,



James L. Rimler
Secretary

70-20

PLANNING & ZONING BOARD
MINUTES

May 29, 1980

Meeting was called to order by Chairman Edmundson at 10:00 A.M. Members present: Vice Chairman Sedwick, Members Staley, Jones, Moffett, Bossert. Members Absent: Secretary Rimler, Members Mullin, Goodridge. Also present: Town Manager Allgire, Adley Associate Jack Whelan, Secretary Mary Fendentz.

It was moved by Bossert, seconded Staley to approve the minutes as submitted.

The Chairman asked the Town Manager to speak on PUD's and GPD's. Mr. Allgire said staff needs some guidance on the applicability of the Ordinance to site plan review as applied to a PUD, such as distance between buildings, setbacks and other items. Arvida's GPD is the first project in a multi-family development area involving site plan review in a GPD, using a partially developed outline development plan, which includes a golf course, tennis facility and three existing condominium projects. He explained briefly the process the staff goes through with a project such as the Resort Hotel.

The Town Manager explained there are flexibilities involved on both sides, but these areas are confusing. The problem is that the GPD is partially developed and density has caused difficulties. He said we needed a conceptual or overall plan for the entire area.

Mr. Whelan spoke about the need for the conceptual plan and he said he felt it was necessary to have it in hand before proceeding. He noted the various problems such as the question of flexibility (are we or are we not going to allow flexibilities?). Has the Town gotten what it wanted, such as open space (the golf course) and is that really open space? He questioned the sharing of amenities such as tennis and golf facilities for residents who will be moving in, when these amenities are already limited. He wants to see beach accesses and something of the architectural character.

After discussion, it was moved Bossert there should be some input on the coastal construction setback line, a decision as to the acceptability of the site plan contingent on more information, and there should be input from the planner and an environmentalist about the impact of the building site on the beaches and the dunes.

Chairman Edmundson said he felt it would be difficult for him to make a decision on this project with so much material missing. However, he said he was willing to take some steps forward in consideration of this site plan even though incomplete.

Sq. Ft./% Area". The Town felt it would be better not to include these columns and Arvida agreed to remove them.

Sidney Perell had asked to be heard and stated he thought it was incumbent upon the Commission to limit building because he felt facilities were not adequate for sewage treatment.

Attorney Dietz presented an Amendment to Development Schedule for GPD Area and the Mayor called a recess from 3:20 to 3:30 PM to enable the Commission to have time to read the proposed schedule.

Town Manager Allgire stated the proposed timetable was completely inadequate for the Town's planning purposes. He also stated that a proper timetable was vital to the Outline Development Plan procedures since the ordinance provides that violation of the timetable without adequate reason and support by the Commission would make the entire Outline Development Plan null and void. He felt a timetable should state a specific year, not, "within (x number) of years" when each portion of the development was planned. After discussion about what was needed in the way of a timetable, Mayor McCall asked John Siegel if he could give a five year plan which was specific as to location of units for each of the five years and then update it every 12 months, and Mr. Siegel agreed that he could do that. The Town Manager pointed out that the number of units per year is controlled by the growth agreement with Arvida, so what he needs to know is the sequential development of the various areas. The Town Attorney and the Town Manager both felt that having at all times detailed information for five years with beginning and completion dates, annual updating with Town approval, and within a range of time for the first and last phases for the various areas would be adequate for capital improvement program purposes. The Town Manager again called attention to the fact that the Commission under the zoning ordinance has leverage to take action on an Outline Development Plan if the development schedule has not been followed by the developer. John Siegel and George Dietz expressed the hope the Commission would take action on the Land Intensity Schedule at this meeting and stated that if they were then told just what the Town wants in the way of a development schedule they would try to provide it. Vice-Mayor Ridyard said he thought the Land Intensity Schedule could be adopted at this meeting if the Town Attorney would word the motion so that the Town does not "tie itself up". The Town Attorney suggested the following motion: That the Mayor and the Clerk be authorized to execute the first amendment "to" the Land Intensity Schedule upon receipt of a properly executed amendment by the Arvida Corp. and National Bank of Sarasota as Trustee for The Beaches of Longboat property; and that the Town Staff be authorized to process the application for final development of Arvida Corp. for the resort hotel and the National Bank of Sarasota as Trustee for The Beaches of Longboat Project, subject to the condition that prior to approval of any application for final development within the Longboat Key Club GPD that the following conditions be satisfied by the Arvida Corp.: 1. That a development schedule be submitted to the Town in accordance with the Code including Sec. 7.44 of the zoning code and approved by the Town Commission. 2. That Arvida Corp. will present to the Town a conceptual plan in accordance with the Code and the Town Commission will approve the conceptual plan for the GPD area west of Gulf of Mexico Drive. 3. That the zoning ordinance in effect at the time of consideration of any final development plan shall govern, including Sec. 6.70 of the zoning code of the Town not specifically excepted by the Town Commission by an amendment to the approving resolution, 76-7.

MEMORANDUM

TO: Town Commission
FROM: Town Manager

SUBJECT: Amendments to
Resolution #76-7
DATE: February 27, 1980

At a Special Meeting held on February 26, 1980, the Town Commission directed the Town Manager to set forth in writing the amendments necessary to bring Resolution #76-7 into compliance with the requirements of our Zoning Ordinance. This request of the Town Commission was made by John Siegel of the Arvida Corporation and George Dietz, Attorney for the Arvida Corporation, in preparation for a Workshop to be held on March 4, 1980. The suggested recommendations are as follows:

- (1) Land Intensity Schedule
- (2) Common Open Space - Definition and Plan
- (3) A Development Timetable for each Portion of the Outline Development Plan.
- (4) The provisions of Section 6.70 of the Zoning Ordinance that are not applicable to final submissions of a Planned Unit Development.
- (5) An architectural definition or conceptual plan of the various development areas.

Item 5 listed above is recommended by the Town Planner, Jack Whelan, and attached to this memorandum is his explanation as to why this item is necessary.

The following provisions of the Zoning Ordinance and Resolution #76-7 are used as references to substantiate the need for the first four amendments listed above.

Section 7.41 - Submission Requirements; Outline Development Plan.

In order to provide an expeditious method for processing a plan for a Planned Unit Development, under the terms of this Ordinance, it is hereby declared to be in the public interest that all procedures with respect to the approval or disapproval of a plan for a Planned Unit Development, and a continuing administration thereof, shall be consistent with the following provisions:

- (A) An application for an Outline Development Plan for a Planned Unit Development shall be filed by or on behalf of the landowner with the Building and Zoning official. The purpose of the Outline Development Plan is to provide the Town with information in respect to the type, character, scale and intensity of development as well as the time phasing of the proposed Planned Unit Development in order for the Town to evaluate the impact of the development upon the Town.
- (B)(4) The density or intensity of land use to be allocated to all parts of the site to be developed together with tabulations by acreage and percentages thereof, and density shall not be transferred from one side of any street to the other side thereof, except with the consent of the Town Commission.

- (5) The location, size and character of any common open space, common owned facilities in the form of organization proposed to own and maintain any common open space and common owned facilities.
- (6) The use and type of buildings, i.e., single-family detached, town-houses, garden apartments, medium rise or high rise, proposed for each portion of the area included within the Outline Development Plan.
- (10) The provisions for the disposition of open space including its development or nondevelopment character and function.
- (11) In the case of plans which call for development over a period of years, a schedule showing the proposed times within which application for final approval of all sections of the Planned Unit Development are intended to be filed.

Section 7.43 - The Findings.

- (B) The grant or denial of approval by written resolution shall include not only conclusions but also findings of fact related to the specific proposal and shall set forth the reasons for the grant, with or without conditions, or for the denial, and said resolution shall set forth with particularity in what respects the plan would not be in the public interest, including but not limited to findings of fact and conclusions, on the following:
 - (2) The extent to which the plan departs from zoning and subdivision regulations otherwise applicable to the subject property.
 - (3) The purpose, location and amount of the common open space in the Planned Unit Development, the reliability of the proposals for maintenance and conservation of the common open space, and the adequacy or inadequacy of the amount and purpose of the common open space as related to the proposed density and type of development.
 - (6) In the case of a plan which proposes development over a period of years, the sufficiency of the terms and conditions intended to protect the interest of the public and of the residents and owners of the Planned Unit Development in the integrity of the plan.
- (C) In the event an Outline Development Plan is granted approval, with or without conditions, the Town Commission shall set forth in the written resolution the time within which an application for final approval of the plan shall be filed or, in the case of a plan which provides for development over a period of years the periods of time within which applications for final approval of each part thereof shall be filed. The time so established by the Town Commission between approval of an Outline Development Plan and an application for final approval shall

not be less than three (3) months and, in the case of developments over a period of years, the time between applications for final approval of each part of a plan shall not be less than six (6) months; provided nothing herein contained shall be construed to limit an applicant from the presentation of any application for final approval earlier than the time period hereinabove set forth.

Section 7.44 - Status of Plan after Outline Development Plan Approval.

Part of this Section reads as follows: "An Outline Development Plan which has been given approval as submitted, or which has been given approval with conditions which have been accepted by the applicant (and provided that the applicant has not defaulted nor violated any of the conditions of the approval), shall not be modified, revoked or otherwise impaired by action of the Town pending an application or applications for final approval, without the consent of the applicant, provided an application for final approval is filed or, in the case of development over a period of years, provided applications are filed within the periods of time specified in the resolution granting approval of the Outline Development Plan."

Resolution #76-7 states on the first page that the location and the amount of the common open space as shown on the plans shall be maintained for the residents and members of Longboat Key Club and such others as the applicant may permit or be required to dedicate under the conditions of this resolution. The proposal of the applicant is reliable for the maintenance and conservation of such open space; in that the amount and purpose of the open space is adequate as it relates to the density and this development.

Condition 7. B. (4) requires a land intensity map or table indicating the development intensity range of all nonresidential and residential development. Such data should include an approximate square footage or range footage, building height approximation, facilities or activities anticipated to be utilized.

Condition 11 sets out a timetable for construction.

Condition 15 states that all owners of residential property in the Longboat Key Club shall be eligible to apply for membership in all recreational facilities proposed for Longboat Key Club; provided, however, that this requirement shall not be deemed to excuse any such property owner, upon acceptance into membership of such club from full and complete compliance with appropriate club rules and regulations or from the payment of club dues.

Condition 16 states that the development of Longboat Key Club shall be subject to the approval by the Town of Final Development Plan in accordance with the Town Ordinances applicable thereto including the provisions of Appendix A of the Town Code (Subdivision Regulations,) except where in conflict with the Planned Unit Development requirements.

Land Intensity Schedule.

The applicant has submitted a Land Intensity Schedule as required by the Ordinance and Condition 7 of Resolution #76-7. The Town Commission has not formally adopted this Land Intensity Schedule and this should be accomplished in a form satisfactory to the Town Commission prior to the discussion of the final submission of plans for the Resort Hotel/Motel or the Beaches of Longboat project. The staff does not know whether an amendment to the Outline Development

plan is necessary and this determination cannot be made until we know which of the Land Intensity Schedules we are to use.

Common Open Space - Definition and Plan.

The open space agreement entered into on March 5, 1979 between Arvida Corporation and the Town of Longboat Key separates the open space facilities into three tracts. Tract One includes the clubhouse, putting green, driving range and parking areas. Tract Two contains the maintenance facilities, and Tract Three contains a halfway house. This agreement also refers to Exhibits "A" (covering 107.42 acres of open space, 35% of the total acreage, of Arvida "Longboat Key Club") and "C" (covering recreational, maintenance and accessory uses) and reflected on Drawing Exhibit "B" attached hereto. The lands described in Exhibit "A" shall henceforth be restricted as private open space, including the existing eighteen hole golf course, within the GPD zone lands owned by the developer and known as "Longboat Key Club" covering 107.42 acres, 35% of the total acreage of Arvida "Longboat Key Club". This agreement refers to only that portion of open space including the golf course bounded by Longboat Key Club Road and Gulf of Mexico Drive and refers to same as open space, and in some instances, recreational.

Section 7.52 of the Zoning Ordinance requires a minimum of 20% of the Planned Unit Development site area shall be developed as public or private open space. Parking areas and vehicle access facilities shall not be considered in calculating open space.

The applicant has recently requested of the Town Commission that a portion of the common recreation area of the golf course be allowed as creditable against the recreation ratio for the proposed Resort Hotel. There is nothing in our Zoning Ordinance that deals with this proposal. Therefore, it is my recommendation that the resolution approving the Outline Development Plan be amended to include this concept if agreeable to the Town Commission.

Throughout the Ordinance there are constant referrals to common open space. However, the term common open space is not defined. It is difficult to ascertain whether this common open space is for the use and benefit of the residents of the Longboat Key Club only or whether it can be used in the same manner as it is being used today. If it was for the use and benefit of the inhabitants only, then I would be in agreement that a portion of it should be allotted to the various areas to be developed as a part of their requirement for recreational facilities or open space. However, the membership in all open space facilities that are provided as common to all residents of the Longboat Key Club are commercially operated. The memberships are available to future residents of the Longboat Key Club as well as other residents of the Town of Longboat Key and apparently to some hotels or motels as well as the Arvida Corporation. Therefore, it is apparently not solely for the use and benefit of the inhabitants of the Longboat Key Club.

The Resolution of Approval indicates that the location and amount of common open space as shown on the plan shall be maintained for the residents and members of Longboat Key Club and such others as the applicant may permit under the conditions of this Resolution. However, the only condition that is contained in this Resolution dealing with membership is for the residents of the Longboat Key Club. In addition, it is doubtful as to whether the 20% requirement for

private or public open space is a separate requirement from open space that is operated commercially. If common open space is to be inferred as for the use and benefit of the residents of the project then there is no such common open space at the present time. The common open space is being operated for the use and benefit of all members whether from within or from without the boundaries of the project.

In a recent development order approving an Outline Development Plan for a PUD in Boca Raton, the City of Boca Raton and the developer, the Arvida Corporation, agreed to extensive procedures as to the open space credit procedure. The document states that the open space provision restricts the golf course from being operated primarily as a commercial enterprise open to the general public. It sets out fully the composition of the membership in detail. Therefore, the Arvida Corporation is no stranger to the negotiation of open space and the crediting of open space to the undeveloped areas as well as memberships. I feel this development order is an excellent guideline for the final determination of these questions for the Town of Longboat Key. In any event, these questions should be resolved in order to expedite future final submissions of this Outline Development Plan as well as those under consideration. Since the developer has raised the question and since it is of benefit to the developer, then the Town should proceed to resolve these questions at this particular time.

Development Timetable.

Again this item is mentioned several times throughout the PUD Ordinance and is singled out in the definition of the purpose of the Outline Development Plan. I feel this item is extremely important because Section 7.44 of the Zoning Code provides that the Town shall not modify, revoke or otherwise impair an Outline Development Plan which has been given approval unless the applicant has defaulted or violated any of the conditions of the approval and provided applications are filed within the periods of time specified in the resolution granting approval of the Outline Development Plan. Therefore, it is possible for the Town Commission to take necessary actions regarding the Outline Development Plan to make it comply with recent zoning changes or amendments to a Comprehensive Plan if the developer has not lived up to the conditions of approval or filed applications within periods of time specified in the resolution. In addition the Ordinance states it is necessary for determining the impact upon the Town. The impact necessitated by this timetable could be concerned with water availability, wastewater treatment and transportation. Therefore, it is a necessary part of any PUD Outline Development Plan submission and the developer should be required to fulfill these mandatory provisions of the Ordinance.

I have not read a PUD Ordinance or a development order which does not allow the governing body latitude to amend the Outline Development Plan. In the Resolution of Approval executed by the City of Boca Raton and the Arvida Corporation, it is stated that the City reserves the right to impose new, different or additional conditions at the time of tentative or final plat approval when and to the extent that such conditions are required as a result of material changes in the circumstances which form the factual basis for any determination or finding set forth herein, and which conditions are authorized under the platting provisions of the PUD Ordinances and are generally applied throughout the City.

In a resolution amending a development order of the Board of County Commissioners, of Broward County regarding the entire Arvida Corporation Indian Trace development, which is a Planned Unit Development, one of the conditions stipulates that nothing in this order exempts anyone from compliance with any law existing or to be adopted including but not limited to County laws dealing with zoning and platting, or with a County land use plan, and anyone choosing to develop pursuant to this order waives any right to claim that this order estopps the County from enforcing any existing law or from adopting or amending any new law.

It would seem incredible that a developer could present an Outline Development Plan and that the Outline Development Plan could not be modified or changed to meet future conditions and amendments to the Zoning Ordinance and Comprehensive Plan without having the ability to modify the Outline Development Plan to meet these changing conditions for a build-out period of fifteen to twenty years. I have not seen an Outline Development Plan that has not separated common open space from golf course facilities nor a development order that did not give the governing body the power to amend the Outline Development Plan, particularly in those cases where a development schedule was not followed or conditions of the resolution of approval were violated.

The applicant has also requested of the Town Commission that certain of the mandatory provisions of Section 6.70, Site Plan Review Procedures, be waived for the Planned Unit Developments. This can be accomplished by an amendment to Resolution #76-7. I am in agreement that some of the submission requirements set forth in Section 7.76 should not be applicable to a PUD and supplemental controls under the review standards, Section 6.77, could be waived in the case of PUD's. However, I feel that these details should be worked out by our Town Planner. In our last zoning amendment we incorporated into these review standards certain review standards that were mainly for PUD's. In the future, I think the Zoning Ordinance will be amended to reflect those provisions applicable to a PUD and those to be used in other multiple family developments. However, there is nothing in the Ordinance at the present time to give us the guidelines as to which provisions are applicable to PUD's and which are not.

These recommendations are intended to clarify the problems that have consistently faced us throughout our experience with Planned Unit Developments. They have not been remedied in the past and should be corrected at this time in order that we can process future final submissions in an expedient manner. We will be unable to conform to the timetable set forth in the Zoning Ordinance for site plan review unless these matters are corrected in the near future.


G. Wayne Aigire

Enclosure

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The applicant has also requested of the Town Commission that certain of the mandatory provisions of Section 6.70, Site Plan Review Procedures, be waived for the Planned Unit Developments. This can be accomplished by an amendment to Resolution #76-7. I am in agreement that some of the submission requirements set forth in Section 7.76 should not be applicable to a PUD and supplemental controls under the review standards, Section 6.77, could be waived in the case of PUD's. However, I feel that these details should be worked out by our Town Planner. In our last zoning amendment we incorporated into these review standards certain review standards that were mainly for PUD's. In the future, I think the Zoning Ordinance will be amended to reflect those provisions applicable to a PUD and those to be used in other multiple family developments. However, there is nothing in the Ordinance at the present time to give us the guidelines as to which provisions are applicable to PUD's and which are not.

These recommendations are intended to clarify the problems that have consistently faced us throughout our experience with Planned Unit Developments. They have not been remedied in the past and should be corrected at this time in order that we can process future final submissions in an expedient manner. We will be unable to conform to the timetable set forth in the Zoning Ordinance for site plan review unless these matters are corrected in the near future.


G. Wayne Algire

Enclosure

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Commission Directions

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Q: Has the subdivision plan been rejected or accepted? (The Mayor said apparently this meant the Outline Development Plan for the GPD.)

A - Mayor: It was accepted in 1976. What is under consideration at the moment is the Land Intensity Schedule which further defines the development which has been accepted but neither adopted nor rejected. The Town is now in the process of deciding whether to use the Land Intensity Schedule or the Outline Development Plan.

Q: What is the total number of units planned for the entire PUD?

A - Mayor: 1825 including the area across the street and 1595 in the area to the west of Gulf of Mexico Drive.

Q: Does that include present structures?

A - Mayor: No.

Q: Why doesn't the Commission cut the number of units per acre by, say, 1/3 now? What prevents them from doing this?

A - Jack Whelan: A PUD is a partnership based upon an agreement and that agreement stands. On the part of the Town it allows this developer to develop according to a set number of units of density and that cannot be unilaterally changed by this government. It can be changed by mutual agreement and probably will be changed. It is reasonable to assume that the developer as he proceeds with the project may not build all permitted units, but he has every right under law to do so.

Q: The golf course property cannot be regarded as open space because it is a commercial venture.

A - Town Attorney: ~~The golf course was a commercial venture when the property was originally zoned GPD, when the Outline Development Plan was approved and when the Land Intensity Schedule was accepted.~~ The point is well taken but would have been better to have been made at the time the Town was zoning this property GPD. Then it would have been a better consideration.

Q: The resort hotel must include a golf course that must command exclusive use at various times for conventions etc. The present course is overcrowded and 27 holes is not enough for present residents. How do you plan to handle this?

A - John Siegel: We are in the process or are planning, unless we have some reason to change it, another 18 holes at Bay Isles and then at the right time another 9 holes. At one time plans were for two more 18 hole golf courses but due to environmental considerations it wasn't possible and it had to be reduced to 27 holes.

Q: When do you think that will be in?

A - John Siegel: Don't hold me to this, but hopefully it would be completed about the time the hotel is completed and about the time some units are completed at Bay Isles about the end of 1981.

Q: What about the first part of that question, the relationship to the resort hotel?

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A - John Siegel: We'll have to work out a membership policy and we haven't had a chance to do that yet. We had similar circumstances at Boca Raton where we have multiple golf courses and varying membership policies. Some are entirely private, others, one membership lets a person play more than one facility. We are promulgating our policy now.

Q: Will the resort hotel complex have sufficient water and sewerage facilities?

A - Town Manager: If it's finished in 1981 we hope it will. The reason I say we hope it will is we have our own sewer system and water system but our system is only as good as the ability of Manatee County to treat water and furnish it to the Town in accordance with an agreement with Manatee County. Also, to treat the wastewater which goes to Manatee County. As long as their long range plans include the improvements to maintain the growth of Longboat Key and the rest of Manatee County, we will have adequate water and wastewater treatment. This depends on our close monitoring the efforts of Manatee County to expand their facilities.

Q: Suppose Manatee County does not plan sufficiently?

A - Town Manager: We have an upcoming meeting in the near future with Manatee County representatives on their proposed current and long range plans for both water and sewer. If they do not maintain adequate facilities, there is not a lot that we can do other than the necessary court action which is a long process. Manatee County in the past has done very little to control or plan for growth. Longboat Key has done more than Manatee County or probably any municipality or county in the area in planning for growth. Our growth depends on Manatee County and working with them, and monitoring them is probably the only thing we can do right now.

Q: When The Privateers were built in 1972, they were 150 and 160 feet respectively from the mean high water line. Area C, south of The Privateer, has lost 3.69 acres due to erosion. How much more building can the gulf front take safely?

A - Jack Whelan: At the time The Privateers were built there was not the Coastal Construction Setback Line which exists now. There is reason for concern. There's no doubt there are buildings built so close to the water they are in danger. The Town Commissioners are aware of this danger and have been deliberating in recent days about making appropriate studies in order to be forewarned of the full extent of this danger. In the meantime, the protection that exists in terms of the administration of government lies with that Coastal Construction Setback Line which has been scientifically arrived at as being a reasonable setback for protection of structures on the beach.

Q: Since The Privateer, the Towers and Sands Point are in Longboat Key Club, why are they not part of the density schedule?

A - Jack Whelan: The Privateer, Longboat Key Towers and Sands Point are not part of the GPD. They are essentially "out" parcels because of previous commitments or previous construction. Therefore, the agreement that was made with Arvida was made on all of the land that they have except these three mentioned developments, based on 6 units per acre.

Q: In the original agreement the golf course was listed as 136 acres. When Arvida signed the final agreement for same it was reduced to 107 acres. Is that not an

amendment to the Outline Development Plan? And where did the other acres go?

A - Town Manager: The Outline Development Plan tabulated the golf course at 136 acres. At a later date the Town Commission entered into an agreement with Arvida as to what constituted the golf course and would be kept in perpetuity. The latter figures were the ones set forth in that agreement which stipulates the golf course of, I think about 100 acres, and an additional 36 acres taken up by putting greens, the clubhouse, the parking and the driving range. Our ordinance does not define open space, whether active recreation or passive recreation is included in open space, and this created a lot of problems at the time the agreement was entered into. That is why there is a difference in acreage.

Q: What is the answer to the problem of traffic and crowding in this area and around the bridge? What is planned for the bit of land across from The Privateer?

A - John Siegel: We have tried to design a community which will not contribute to these problems to this extent - we have designed in Bay Isles and in Longboat Key Club a road network which will take a good part of the traffic off Gulf of Mexico Drive. We would hope the new bridge will answer most of the problems there. We have agreed to various improvements at the entryways to provide stacking lines, acceleration and deceleration lanes. Part of the overall planning was to include a small commercial area and not find it necessary to use Gulf of Mexico Drive. Bay Isles is actually self-contained with private roads, shopping, professional offices and medical facilities. In addition, golf carts may be used within the communities and all the Arvida communities on Longboat Key will be tied together with bike paths. For the property across from The Privateer, the Land Intensity Schedule shows it as low rise apartments. No immediate building plans exist. Two and three stories are shown in the Land Intensity Schedule.

Q: Sec. 7.54 of the zoning code states that the proposed land uses shall not adversely affect surrounding development and shall be consistent with the Town's development plan. Does Arvida's Outline Development Plan conform?

A - Jack Whelan: Arvida's Outline Development Plan as it stands now is not significantly different from what was originally proposed. It is different in detail and there are some problems. In the large picture, the overall number of units, the overall layout of golf course and residential areas and where the hotel is to be built and the recreation facilities originally proposed, it is essentially the same as when the agreement was made. When that agreement was made it was considered to be in complete agreement with the comprehensive plan at that time. Since then, there have been new comprehensive plans, updating and replacing the old. The current Comprehensive Plan was designed to incorporate the existence of the GPD. So the answer has to be, yes. There may have been changes in the attitude of the Town from the time of that first agreement, but the planners have always assumed that that agreement was going to stand.

Q: The Town Code states that all or a part of an Outline Development Plan may not vary by more than 10%. Doesn't the hotel, because it varies by much more than 10%, require amending and resubmission of the overall plan?

A - Town Manager: Depending upon the document being used for a point of beginning, it does or does not vary more than 10%. Using the original land tabulation schedules which listed the acreage and the density when the Outline Development Plan was first filed and approved, there is more than 10% variance in density between the hotel site

circulation. The Mayor stated he was concerned about the idea of using the golf and tennis court as part of the recreation area when they were commercially owned and there was no assurance that each person coming to the hotel had the right to use those commercial areas. Mr. Whelan stated it was a complicated question. The Arvida Longboat Key Club GPD was not in his view a "standard" PUD and he would never use it as an example of what a PUD should be. Essentially, a PUD should be preplanned, the Town should see that Plan for the entire project before approval of the Outline Development Plan and any recommendations with regard to open space or recreation space should be decided at that time. Any flexibilities given to the developer in return for his opportunities to use the PUD device would be understood by the Town as being in the benefit of the Town and approval would be given on that basis. In this instance, the Town did not see the whole plan and that is the reason it is in the situation in which it finds itself today. Had the developer given such a plan it could have been perfectly conceivable he might have said, "I'm going to have my active recreation here, and the houses here, and is that alright with the Town to let me count that as my active recreation to serve these units, to be owned in common by all the people in the PUD and have equal access to it." What exists is, in fact, a golf course as a private enterprise that is used by membership and is not in that sense a public open space. Furthermore, the Town did not get a plan that would have allowed making an evaluation as to the contribution which this open space was making to each of the sites. The Town had not seen the proposed development of any of these sites at the time the Outline Development Plan was approved. To answer the question whether the golf course contributed as open space to the individual parcels, Mr. Whelan said the thing that would make the difference between the ideal situation of which he had just spoken, in which it might, and the existing situation, was the fact that the golf course is privately owned and the fact that the Town did not see a plan in the beginning in order to evaluate the whole project in terms of the contribution the open space would be making to any one particular project. He added that there is authority within the Commission to establish the degree of planning flexibility, i.e., the degree to which the ordinances would be relaxed which control development as part of a PUD agreement. The Commission determines whether to relax all of it or none of it, and the administrative decision of the Town has been to apply the ordinances controlling site plan standards to the individual parcels of this project. As he understood it, that was within the Commission's right. If the question was, does the developer have the right to demand that the golf course be applied as recreational space, his interpretation was, no. That was a decision made by the Town not to do and it was within the Town's rights to make that decision. Mr. Deitz stated he agreed this was not a standard PUD but it was requested by the Town in order to reduce density along the Gulf and to perpetuate the golf course. It was approved as the zoning before the Outline Development Plan was made. He added that it was difficult for Arvida, as well as the Town, to fit this into the true concept of a PUD because of the way that the PUD came about and this must be borne in mind as answers to the various questions are attempted.

2.b. of the Staff Review stated that the site plan deviated from the Outline Development Plan by 29.8% whereas the zoning code permits only a 10% deviation. Mr. Allgire stated that the Staff did need to be instructed by the Commission whether to follow the Outline Development Plan or the Land Intensity Schedule accepted by the Town, if the latter, the deviation would be 8.9% and that amount could be approved or denied by the Commission at site plan review. The Town Attorney also stated that the Staff needed direction on this and he felt that either one could be used. Mr. Dietz stated he thought the purpose of the informational public hearing which the Commission had scheduled was to enable the Commission to make that decision and instruct the Staff.

77-22

COMMISSION DIRECTIONS, OCTOBER 23, 1979 WORKSHOP

Present: Mayor McCall, Commissioners Bell, Jenkins, Ochs, Ridyard, Riter, Seegel

Also

Present: Town Manager Allgire, Town Attorney Whitesell, Town Clerk Pool

Absent: None

1. Village Streets Program Report

Consulting Engineer Don Smally reported that his firm had looked at the condition of the recently paved streets in the village and had called in Ardaman & Associates who are soil engineers. The conclusion was that the breakup of the asphalt was not entirely the contractor's fault. The streets which had deteriorated were those where engineering had called for use of the existing shell roads. On those roads where new fill was brought in the work had held up. They did find, however, that in some places the asphalt was not as thick as it should have been. Smalley's recommendation was that the Town bear the expense of putting back the base and the contractor the expense of putting back the asphalt. Mr. Smalley stated they would recommend use of soil cement this time. The contractor had not yet responded with a price quote, but if the Commission authorized it Smally would negotiate a change order and report back to the Commission. Mayor McCall asked for the Town Attorney's opinion as to responsibility for the failure. Mr. Whitesell replied that the Engineer's opinion was the factual determination and as important as legal precedent. Further, that if the Town had approved the plans and entered into the contract using the old material, which in the Engineer's expert opinion caused the failure, then the Town could not hold the contractor responsible for that. On the other hand, if part of the failure was a result of thin asphalt, the contractor would be responsible for that. As to the Engineer's responsibility, Mr. Whitesell stated that usually no consultant in any field can guarantee success when they make recommendations to the Town. Whether it could be said there was a definite mistake on the part of the Engineers would require another engineering opinion. The Town Manager recommended that the Engineers' recommendations be followed as soon as possible. Mr. Smally was asked to negotiate a change order with Ashland-Warren, the contractors, and to report back at the workshop of October 30. Mayor McCall stated there could be a short special meeting at 2:00 PM if the change order is ready for official action.

2. Arvida Longboat Key Club Land Intensity Schedule

The Commission again discussed the Land Intensity Schedule which Arvida Corp. had prepared for its Longboat Key Club PD Development. Commissioner Bell questioned a 10 acre difference in the area shown on the Land Intensity Schedule and the original Outline Development Plan. She also noted there was no commercial intensity shown, and that the Commission had never defined "Commercial". Mrs. Bell questioned the figure shown as "open space" and stated it was not her idea of what "open space" is, because it includes the golf club, road rights-of-way, buffer zones, etc. Further, there was an area shown on the original Factors Development Map as being of ecological concern and that matter had never been resolved.

Responding to Mrs. Bell's questions and comments, Consulting Planner Jack Whelan stated there had been some changes in acreage shown due to changes in surveys in some cases, realignment of the road in another but he felt there was nothing of concern in the differences. Arvida's consulting engineer Bill Bishop confirmed that

the difference was mainly due to differences in survey. Arvida Vice-President John Siegel stated that if the Town would like to check any of the data on the Land Intensity Schedule, Arvida would be glad for them to do so. It was brought out in discussion that the acreage differences did not change the total number of units, 1825, but resulted in different numbers of units in different areas. Mrs. Bell stated she was particularly concerned about a 10 acre difference in area "B". Mr. Whelan stated the important question to be decided was whether the Land Intensity Map tells the Commission what it wanted to know. If so, then it should be accepted. If there is additional information needed it should be requested. Mr. Whelan pointed out there would be a certain amount of commercial facilities involved with the resort hotel project and this will be a subject of discussion in site plan review of the hotel but would not normally be spelled out as to number of square feet for particular uses at this stage. The Town Manager pointed out that the purpose of the Land Intensity Schedule Map and the information set forth on it was to enable the Commission to take a finer look than was possible with the Outline Development Plan. Also, there is higher density, about 6 units per acre, than might exist in a PD development if it were being approved today, which would probably be about 4 units per acre. The attempt with the Land Intensity Schedule is to try to get the developer to define character, mix of use and height of buildings. In answer to Commissioner Ochs' questions as to whether it was spelled out where the 15.2 acres of commercial would be, Mr. Whelan replied that 10 acres were in what has been referred to as a commercial village on the Bay side and 5 acres is around the Arvida office area. Commissioner Seegel stated that under the rule of law he felt the density of the PD development had been established by a duly constituted previous Commission. Although he felt their action was not in the best interests of the Town the present Commission could not now change that, and Arvida is entitled to the 1825 units. He further stated he did oppose 10 story high rise buildings, not only for aesthetic reasons but because the Fire Department does not have the capability to fight high rise fires. He did not think it fair to put up high rise buildings without fire protection and suggested to John Siegel of Arvida that they consider making a contribution to the Town to enable it to build up the Fire Department capabilities. Additional police protection might be needed also. However, if such a contribution were made he would not expect Arvida to further contribute when an impact fee is adopted. Further, that now that the Land Intensity Schedule had been provided he felt the Town should proceed to process the resort hotel site plan and the Beaches of Longboat site plan without delay. He added that finalization of conveyance of land for another fire station should be precedent to approval of the hotel site plan, however. Mayor McCall said that Arvida had engaged the services of an architect to do a preliminary site plan for an additional fire station, a tentative site had been worked out, and the Town Manager was working on the building's requirements. Commissioner Ridyard commented that where the Commission could have some influence on the long row of buildings all the same height on the gulf front as shown on the conceptual drawing was at the time of Site Plan Review. Further, that the Town has a very strong fire code and the things required inside of the buildings such as sprinklers, etc. by that code will meet the fire safety needs. As to Commissioner Seegel's suggestion that Arvida make a contribution to the Fire Department, he felt after the initial contribution it would require the taxpayers to keep up the increased level of service. However, he felt an impact fee on each unit would be the answer for the need for increased services. Commissioner Riter stated he felt the Town was legally and morally bound by decisions some time back and they would have to be observed. However, he fervently hoped that at Site Plan Review time Arvida would not try to extract the "last ounce" from those previous decisions, but would try to

work with the Town toward the common good. In reply to Commissioner Bell's comment that the total open space shown was very misleading, Jack Whelan stated that part of the problem was definition of open space. There is a definition in the current zoning ordinance, and that should be the one everybody would use, but that definition was written and adopted after the Outline Development Plan was done. Arvida has stuck to the original use of the open space definition, i.e., to include all space for recreational purposes excluding the residential and commercial uses. That now poses the question, if there is a golf course, which is clearly open, and a club is put in the middle of it, whether the land occupied by that club is a part of the open space. Town Attorney Whitesell said that the plan ended up with more open space under any definition than is required, but the golf club had been included as part of the recreational area. The open space was defined and is not to be built upon. Mr. Whelan pointed out that further open space will be acquired as part of the site plans for the various areas of the PD. Mayor McCall asked the Town Manager if this Land Intensity Schedule was technically sufficient. Mr. Allgire stated that it did conform to the requirements of the zoning ordinance. He pointed out that it did not present the full range of types of development possible under a PD such as duplexes, town houses, garden apartments or detached single family homes. He stated that if the Commission finds this concept as presented acceptable, they should keep in mind that at the time of final approval of any portion of the plan, the Commission has approved a range of height which might be 7 or 8 stories. The Code states that upon final site plan approval, as long as it does not vary more than 5% or 10% in certain respects from the plan for the total PUD, the Town shall not unreasonably withhold their approval as long as it conforms with site plan procedures. Therefore, site plan approval should take about 3 months as opposed to 6, 9, 12 or 18 months as in the past. The Commission's powers are possibly to some extent limited in final approval stage after the land intensity schedule is approved insofar as height and size of buildings which can be varied by a certain percentage. With that understood, he could see nothing wrong with recommending this Land Intensity Schedule for approval. Jack Whelan stated the Commission should not fail to recognize that in approving the Land Intensity Schedule it could result in something which looks like the conceptual drawing. The heights of the buildings have already been established on the chart and if the Commission did not like it, now was the time to object. Approval would be agreeing to a range of heights and at site plan review there is nothing to prohibit the developer from saying that the Commission had, with approval of the Land Intensity Schedule, approved those heights. Commissioner Seegel inquired whether Jack Whelan would go along with the Commission's approving the plan but without prejudice as to the height of the buildings. Mr. Whelan stated he would not. That he had spent 18 months representing to Arvida what he thought the ordinance required them to do and what it was fair to present to the Town for a Land Intensity Schedule and he could not at this moment say to Arvida that it was wrong. The Commission could do it if they wished, but he could not. In other words, they had asked the developer to state his intentions as to height of buildings along the gulf front and this was what he had provided. Mayor McCall asked that this be placed on the November 7 agenda for consideration for approval. He stated there would be a workshop on November 6 at which time there would be a discussion by the Town Planner and architect Tim Seibert as to how Longboat Key looks now and how it might look, to give some idea of where the Town is headed architecturally. As a final statement, Jack Whelan said he felt he, as the Planner, had gone as far as he could with the developer legally. He had been misquoted in the newspaper as saying it was a very good plan. He did not say that, nor could he remember thinking it. It could be a much better plan, and he hoped in the future it would be,

4/29/79

Rec'd + copied from Van Vorhis 12/11/87

Maura / JUD
RFR

cc B. Saivetz

DOCUMENT 76780/ REINSTATED, NON PROFIT LTD FL-01
 FILE 6/29/1979 LSI 6/24/1983
 NAME LONDBOAT KEY CLUB ASSOCIATION, INC.
 ADDRESS X BETTY L. REPLY
 301 GULF OF MEXICO DRIVE
 LONGBOAT KEY, FL.

ADULT, STECK &
 OFFICERS/DIRECTORS:
 1/278 WILLIS, ALAN
 1/2 HALE, WILLIAM F.
 W/D ANDERSON, ROBERT F.
 AGENT REPLY, BETTY L.
 301 GULF OF MEXICO DRIVE
 LONDBOAT KEY, FL.

ANNUL REPORTS FILED: (1985) 8/21/1985 (1986) 4/09/1986 (1987) 8/16/1987

CHARGED 7/11/1986

LONGBOAT KEY, FL 0009
 LONGBOAT KEY, FL.
 LONGBOAT KEY, FL.

- Only 3 directors?

- Should be 2 Non-Executive
Directors

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LONGBOAT KEY CLUB ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on June 29, 1979, as shown by the records of this office.

The document number of this corporation is 747887.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
4th day of June, 1987.



A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

1979

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That LONGBOAT KEY CLUB ASSOCIATION, INC.

desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Longboat Key County of Sarasota, State of Florida

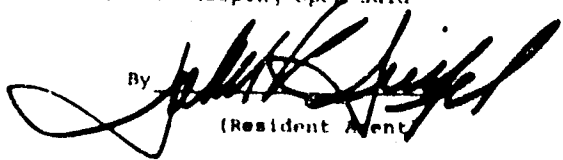
has named JOHN P. SIEGEL

located at 301 Gulf of Mexico Drive
(Street address and number of building,
Post Office Box address not acceptable)

City of Longboat Key, County of Sarasota
State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By 
(Resident Agent)

A-1451

ARTICLES OF INCORPORATION
OF
LONGBOAT KEY CLUB ASSOCIATION, INC.
(A Corporation Not For Profit)

747887

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be:

LONGBOAT KEY CLUB ASSOCIATION, INC.

hereinafter in these Articles referred to as the "Association".

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

A. To accept and hold title to, and thereafter to manage and administer the use of, the common areas of that certain property commonly known as "Longboat Key Club" which is being developed as a planned unit development under the ordinances of the Town of Longboat Key in Sarasota County, Florida, which property is located in Sections 21, 22, 27 and 28, Township 16 South, Range 17 East, Sarasota County, Florida, and is more particularly described in that certain document entitled "Declaration of Maintenance Covenants and Restrictions on The Commons for Longboat Key Club" which is to be recorded in the Public Records of Sarasota County, Florida.

A-1451

B. To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of all owners of land in "Longboat Key Club" including, without limitation, the private roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, waterways, parks, landscaping, conservation areas and other similar common areas (and the improvements thereon) which may be set aside by the developer of "Longboat Key Club" and transferred from time to time to the Association for the common use and benefit of all owners in "Longboat Key Club", which areas are herein collectively referred to as "The Commons".

C. To take such action as may be deemed appropriate to promote the health, safety and social welfare of the owners of property within "Longboat Key Club".

D. To provide, purchase, acquire, replace, improve, maintain and/or repair all improvements of the common areas including, without limitation, buildings, structures, streets, sidewalks, street lighting, landscaping, equipment, furniture and furnishings, both real and personal, related to the promotion of the health, safety and social welfare of the members of the Association as the Board of Directors in its discretion may determine necessary or appropriate.

E. To furnish or otherwise provide for private security, fire protection and such other services as the Board of Directors in its discretion determines necessary or appropriate, and to provide the capital improvements and equipment related thereto.

F. To supervise and control the specifications, architecture, design, appearance, elevation and location of all buildings, structures, fixtures, and improvements of any type, including, without limitation, houses, apartments,

motels, offices, stores, wells, fences, swimming pools, docks, seawalls and bulkheads, antennas, air conditioning equipment, grading, drainage, disposal systems and all other structures constructed, placed or permitted to remain on Longboat Key Club, as well as the alteration, improvement, addition or changes thereof, including landscaping sufficient to the same, whenever neighborhood property owner associations or condominium associations in Longboat Key Club fail to do so or in the event there is no neighborhood association or non-profit corporation in existence to enforce subdivided or deed restrictions applicable to a particular subdivided area of Longboat Key Club.

G. To undertake and carry out all of the duties and obligations which may be assigned to it as the master property owners association under the terms and provisions of the Resolution adopted by the Town of Longboat Key in reference to "Longboat Key Club", the planned unit development ordinance of the Town of Longboat Key, the aforesaid Declaration of Maintenance Covenants, or any Declarations of Restrictions or deed restrictions applicable to subdivided portions of Longboat Key Club, and to insure compliance by the members of the Association with the planned unit development ordinance of the Town of Longboat Key, Florida, as the same may be applicable to Longboat Key Club from time to time hereafter.

H. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, except, lease, or otherwise acquire title to, and to hold, mortgages, rent, sell or otherwise

dispose of any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all property located in "Longboat Key Club" which is subject to assessment pursuant to the aforementioned Declaration of Maintenance Covenants for the purpose of defraying expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

C. To enter into agreements with condominium associations and other property owners associations for the collection of such assessments.

D. To place liens against any property in "Longboat Key Club" for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessment for the purpose of obtaining revenue for the operation of the Association's business.

E. To hold funds solely and exclusively for the benefit of the members of the Association for purposes set forth in these Articles of Incorporation.

F. To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

G. To delegate power or powers of the Association where such is deemed to be in its best interest by its Board of Directors.

H. To charge recipients for services rendered by the Association and to charge the user for use of Association property where such is deemed appropriate by its Board of Directors.

I. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

J. To borrow money for the acquisition of property or for any other lawful purpose of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of or agreement in regard to, all or any part of the real or personal property, or property rights or privileges of the Association wherever situated.

K. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, the terms and provisions of the aforesaid Declaration of Maintenance Covenants, and, wherever applicable or appropriate, the terms and provisions of the Restrictions applicable to any portion of Longboat Key Club, the aforementioned Resolution adopted by the Town of Longboat Key and ordinances of the Town of Longboat Key.

L. In general, to have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV:

MEMBERS

The members of this Association shall consist of all of the owners of property located in "Longboat Key Club" which is subject to assessment, which property is more particularly described and defined in the aforementioned Declaration of Maintenance Covenants to be recorded in the Public Records of Sarasota County, Florida, and all such property owners shall be members of the Association. There shall be three classes of such members, as follows:

A. Class A Members. Class A members shall be all owners of condominium units in Longboat Key Club and, also, all owners of lots or other parcels of property which are located in an area where membership in a property owners' association is required, except the Class C member. Class A members shall be represented in all matters concerning the Association by a representative of the condominium association or neighborhood property owners' association to which they belong. Owners of all such property shall automatically become Class A members upon acquiring the fee simple title to said property:

B. Class B Members. Class B members shall be all property owners in Longboat Key Club other than condominium unit owners or owners of lots or other parcels of property which are located in an area where membership in a property owners' association is required (i.e., Class A members) and the Class C member. Owners of any property in Longboat Key Club which is ~~not~~ situated in an area where membership in a condominium or property owners' association is required

shall automatically become Class B members upon acquisition of the fee simple title to such property.

C. Class C Member. The Class C member shall be Arvida Corporation, a Delaware corporation, as developer of Longboat Key Club, or its successor, designee or assignee, if such membership is specifically assigned.

Membership of any Class A or Class B member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's unit, lot or parcel, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more units, lots or parcels in Longboat Key Club, so long as one unit, lot or parcel is owned by such member. Membership of the Class C member in the Association shall continue until such time as said member sells all of the property owned by it in Longboat Key Club or until such time as said member, in its sole discretion, submits its resignation as such Class C member or, in lieu thereof, elects to become a Class B member while it still owns property in Longboat Key Club by giving notice in writing to Association of its election to become a Class B member.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the unit, lot or parcel which is the basis of his membership in the Association.

ARTICLE V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member of the Association, including Developer as the Class C Member, shall have one (1) vote for each Ten Thousand Dollars of assessed value, or major fraction thereof, (as determined and assessed annually by the Property Appraiser

of Sarasota County, Florida) of the property owned by such member in Longboat Key Club. The total votes of multiple owners of a single unit, lot or parcel shall be determined in the same manner and such votes shall be cast as hereinafter provided in subparagraph F.

B. Class A members shall be represented in this Association solely and exclusively by the Condominium Association or Neighborhood Property Owners' Association to which they belong, through a duly appointed representative thereof, such appointment to be evidenced in writing delivered to the Association. Each Condominium Association and Neighborhood Property Owners' Association in Longboat Key Club shall represent its members with respect to all Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its individual members according to the formula set forth in subparagraph A, above; provided, however, that the assessed value of any condominium units owned by the Class C member shall not be included in the number and assessed value of condominium units owned by Class A members represented by a particular Condominium Association. All notices and other official communications from the Association to the Condominium Association shall be to the designated representative. Only the designated representative shall have the right to participate in the membership meetings of the Association, although any member shall have the right to attend such meetings.

C. Class B members may represent themselves at all membership meetings of the Association.

D. The Class C member shall have the right to appoint a majority of the Board of Directors until such time as it owns less than 5% of the total acreage, improved or unimproved, in Longboat Key Club (but exclusive of the golf course, ✓

tennis court and marina areas, if owned by the Class C member). Thereafter, so long as the Class C member owns any property, developed or undeveloped (other than the golf course, tennis court and marina areas), in Longboat Key Club, it shall have the right to appoint one Director.

E. The Secretary of the Association shall maintain a list of the members of the Association and the number of votes to which each member is entitled as determined in the manner set forth in subparagraph A above. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and legal description of such unit, lot or parcel; provided, however, that any notice given to or vote accepted from the prior owner of such unit or parcel before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

F. The vote attributable to any unit, lot or parcel owned by multiple owners shall not be divided among such owners but shall be cast only by one of such owners or an agent or proxy of such owners designated by a written instrument signed by and legally binding upon all such multiple owners. Multiple owners shall be deemed to include two or more individuals, partnerships, corporations, trusts or other legal entities or any combination thereof.

G. The owners of any property subject to the terms and provisions of the aforesaid Declaration of Maintenance

Covenants, but not subject to the annual maintenance assessments set forth therein, shall be non-voting members of the Association.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. There shall be three (3) Directors appointed by the Class C member and a total of two (2) Directors elected by the Class A and Class B members as a class so long as the Class C member has the right to appoint a majority of the Board of Directors as provided in paragraph D of Article V hereof. Thereafter, the Class C member shall appoint one (1) Director and the remaining directors shall be elected by the Class A and Class B members acting as a class.

*Property
owners*

amended

B. Elections shall be by plurality vote. At the first annual election to the Board of Directors, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, and the term of office of the other elected Director shall be established at one (1) year. In addition, the Class C member shall appoint two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority

of the members which elected or appointed them. In no event can a Board member appointed by the Class C member be removed except by action of the Class C member; nor can a Board member elected by Class A and Class B members be removed except by action of Class A and B members acting as a class.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1980 and until their successors are elected or appointed and have qualified, are as follows:

John P. Siegel, 301 Gulf of Mexico Drive, Longboat Key, Fla.

Robert E. Anderson, 301 Gulf of Mexico Drive, Longboat Key, Fla.

Steven C. Norris, 301 Gulf of Mexico Drive, Longboat Key, Fla.

James Beasley, 20th Floor, One Biscayne Tower, Miami, Fla.

George A. Dietz, 1550 Ringling Boulevard, Sarasota, Fla.

ARTICLE VII

OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Secretary (or Assistant Secretary) shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws.

B. The Board of Directors, or the President with the approval of the Board of Directors, may employ personnel to conduct the affairs of the Association and any such person or legal entity may be so employed without regard to whether such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

C. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors to be held in the year 1980 and until their successors are duly elected and qualified, are as follows:

President	-	John P. Siegel
Vice-President	-	Robert E. Anderson
Secretary	-	George A. Dietz
Assistant Secretary	-	James Beasley
Treasurer	-	Steven C. Norris

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by the Directors in the manner provided by such Bylaws.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting the rights of Arvida Corporation, a Delaware corporation, or its successors or assigns, as Developer of Longboat Key Club (as the same is defined in the Declaration of Maintenance

Covenants for Longboat Key Club) shall be effective without the prior written consent of said Arvida Corporation, or its successor or assign, as Developer.

ARTICLE XI

REGISTERED OFFICE

The registered office of the corporation shall be at 301 Gulf of Mexico Drive, Longboat Key, Florida, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII

BUDGET AND EXPENDITURES

The Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable property in Longboat Key Club, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors, may thereafter at any time approve or ratify variations from such budget in respect of expenditures.

ARTICLE XIII

SUBSCRIBERS

The names and residence addresses of the subscribers of these Articles are as follows:

John P. Siegel, 555 S. Spoonbill Dr., Sarasota, Fla.
George A. Dietz, 1620 N. Lodge Drive, Sarasota, Fla.
Steven C. Norris, 4751 Ringwood Meadow, Sarasota, Fla.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding:

A-1451

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise

which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law. Association shall have the right to provide such indemnification by insurance.

ARTICLE XV

**TRANSACTION IN WHICH DIRECTORS
OR OFFICERS ARE INTERESTED**

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XVI

DISSOLUTION OF THE ASSOCIATION

A. Upon expiration of the term of the aforementioned Declaration of Maintenance Covenants and Restrictions on the Commons for Longboat Key Club, the Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in Section 617.05, Florida Statutes, or any statute of similar import then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors

and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by the Developer shall be returned to the Developer unless it refuses to accept the conveyance (in whole or in part).

(2) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(3) Remaining assets shall be distributed among the members, each member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at that time, and the denominator of which is the total amount assessed by the Association against all properties which at the time of dissolution are part of Longboat Key Club. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

IN WITNESS WHEREOF, the aforesaid subscribers have hereunto set their hands and seals this 25th day of June, 1979.


John C. Stearns


George A. Diata


Steven C. Morris

STATE OF FLORIDA

COUNTY OF SARASOTA:

I HEREBY CERTIFY that on this 25th day of June, 1979,
before me, the undersigned authority, personally appeared
JOHN P. SIEGEL, GEORGE A. DIETZ and STEVEN C. MORRIS, to me
known to be the persons who executed the foregoing Articles
of Incorporation, and acknowledged the execution of such
instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Sarasota, said
County and State, the date aforesaid.

Betty L. Ripley
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 19, 1979
Bonded by American Fire & Casualty Co.

MINUTES OF THE PLANNING AND ZONING BOARD
Longboat Key, Florida

December 5, 1978

The regular meeting of the Planning and Zoning Board was called to order by Chairman Thomas H. Jones at 7:30 P.M. Members present: Vice Chairman George P. Stelzer, W. J. Moffett, Eugene Bossert, John G. Fay. Absent: Secretary James Rimler, Henry G. Riter IV, Wilbur A. Mullin and George Goodridge. Also present: Town Commissioner Harold O. Jenkins, Acting Town Manager Albert T. Cox, Jr., Staff Members Russ Nowlen, Mary Fendentz.

Minutes of last meeting were approved by motion Stelzer, second Bossert, carried unanimously.

Attorney Michael Furen, who was to represent Beechwood, had asked that the hearing be postponed until the next regular meeting, January 9, 1979. It was moved by Stelzer, seconded by Bossert to postpone hearing until then; unanimously agreed.

There was a discussion of the Board as to the question of hearing the petition of Arvida's Resort Hotel & Club since they had not yet obtained a variance from the state coastal construction setback line from the Town Commission. Some of the Board members felt that if the Commission denies the variance, there was no point in hearing a presentation on this project.

Mr. John Siegel of Arvida Corporation was asked to give a brief presentation of the project, due to the lack of a variance. He said there was a need for a first class hotel on Longboat Key with tennis, golf, marina and restaurant facilities. He presented drawings outlining his proposal and it was noted by the Board these differed from the drawings presented to Staff by Arvida.

When it came to the question of reduced density from the 16.9 units per acre allowed to the proposed 13.5 units per acre, the developer was asked if he would apply the difference to other areas of the GPD. Mr. Siegel said it was economically not feasible not to do so.

Mr. Siegel stated that the project would be built with hotel units and then sold as condominiums. The high and low rise buildings, floor plans, location of marina and restaurant, were all discussed.

The question was raised about the possible obstruction of view of the residents of Sands Point. Mr. Siegel pointed out that Sands Point, the Privateer and Longboat Key Towers were not part of the GPD; they were not included in it because that would make them non-conforming.

1971 - Not Approved
3-4-75
3-20-75

NOTES ON THE OUTLINE DEVELOPMENT PLAN FOR THE BAY ISLES DISTRICT

A memorandum to the Planning and Zoning Board from the Town Manager dated May 15, 1975, states that a similar outline development plan was filed by the Arvida Corporation with the Town in 1970. This outline development plan was not approved by the Town Commission. However, there were subsequent actions by the Town Commission such as the temporary rezoning of the small commercial section of the plan, the approval of bulkhead lines, and the approval of dredge and fill permits that had formed definite limitations regarding this plan.

An amended application for approval of an outline development plan pertaining to lands located in "P-D" zoning district was filed with the Town of Longboat Key by the Arvida Corporation on March 4, 1975 and March 20, 1975. The application states that the portion of the outline development plan which is located within the proposed commercial area of the development is controlled by a deed from Arvida Corporation to the Town of Longboat Key for Town Hall facilities and library facilities. A lease from Arvida Corporation to the Longboat Key Bank dated August 31, 1970 and an amendment to said lease dated December 24, 1973. A deed from the Arvida Corporation to Coast Federal dated May 19, 1972. The application also continues to state that a portion of said property has heretofore been developed in accordance with the development plan as a part of the commercial center known as "Bay Isles Civic and Commercial Center." Section 8 of this application, Page 5, indicates that the types of buildings for the commercial center and civic center will be "civic and commercial center." There is no height of buildings proposed in this schedule. The designation of the buildings is "as so designated on sketch."

On Page 8 of the application the applicant states that "a minimum of one and a maximum of 10 applications for final approval of the commercial area are intended to be filed periodically over the next ten years."

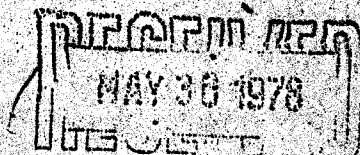
This application was submitted on the 28th day of February, 1975.

The review of the outline development plan for "Bay Isles" submitted by Arvida Corporation by Adley & Associates states under compliance with Section 7.50 of the zoning code that "the establishment of a community commercial or Town center as indicated on Page 38 of the development plan" is generally consistent with the Town's development plan and zoning ordinance. Also, "in addition, a maximum of five percent of the gross area may be occupied by commercial development. It should be noted that the submission proposes the maximum five percent allowed - SUBMISSION COMPLIES."

Another recommendation by Adley & Associates states that "a land intensity map or table indicating the development intensity range of all non-residential development" should be provided. "Such data should include an approximate square footage or range of square footage, building height approximation, facilities or activities anticipated to be utilized."

The market analysis and development program for commercial facilities on Arvida properties prepared by Hammar, Siler, George Associates is dated November, 1975. In the "FOOTNOTES" portion of the report it is stated that the work was completed in accordance with our contract with the Arvida Corporation dated May 1, 1975.

The resolution approving the outline development plan for Bay Isles is dated August 6, 1975.



The Town Commission requested that some sort of chronological order of events regarding the commercial section of the Bay Isles project be prepared prior to our Special Workshop to be held at 10:00 AM on May 23, 1978. It is hoped that the above will be of some benefit to the Town Commission in determining the question to be presented at this workshop concerning the size of the commercial center. It can be noted from above that at the time of submission of the outline development plan there was not much data available concerning the size of the shopping center other than the acreage that the civic-commercial could occupy. During discussions of the outline development plan, there were certain references made by Mr. John Siegel to a study being conducted by Hammer, Siler, George Associates. However, this study was not completed until November of 1975 and was not made available to the Town until the application for the first phase of the shopping center was filed with the Town of Longboat Key. Under these circumstances, there was not sufficient information supplied to the Town Commission to make any positive determinations as to the size of the shopping area other than that portion of the outline development plan and the accompanying tables which stipulated the amount of acreage available for the civic-commercial center. The provisional development plans attached to the original resolution of approval of the outline development plan indicates that there were 22.7 acres available for commercial, excluding the banks, the filling station located at the entranceway, the office and professional building, the churches and the Town Hall-Library complex. Item 5 of the Conditions of Approval of the outline development plan state "that portion of the civic and commercial center reflected on the outline development plan as being available for church sites (approximately 10 acres) shall be deemed to be of civic use and not to be a part of the permitted commercial area provided it is used for a purpose properly defined as a civic use." Condition 16(d) states that "within the next two years after date hereof, applicant will apply for final approval of several additions to the civic and commercial center. Periodically thereafter, during the course of development of other portions of Bay Isles, final approval will be requested for further additions to the civic and commercial center in phase with the overall development of Bay Isles." Condition 18 states "usage of the commercial area located adjacent to the marina shall be limited to services, sales and activities customarily related to marine or water oriented uses." Condition 1 states "that portion of the above described property which is presently owned by the Town of Longboat Key shall be excluded from the outline development plan, thereby resulting in a deduction of four acres which leaves a net acreage of 720.88 acres included in said plan."

Article 7 of the zoning ordinance states that "the purpose of planned unit development regulations is to encourage flexibility in the design and development of land in order to promote its most appropriate use; to facilitate the adequate and economical provision of streets, utilities and public spaces; and to preserve the natural and scenic qualities of open areas."

The procedures intended to permit diversification and the location of structures and improve circulation facilities and other sight qualities while insuring adequate standards relating to public health, safety, comfort, order, appearance, convenience, moral and general welfare both in the use and occupancy of buildings and facilities in planned groups." Section 7.40(a) of the zoning code states that "the purpose of the outline development plan is to provide the Town with information with respect to the type, character, scale and intensity of the development as well as the time phasing of the proposed planned unit development in order for the Town to evaluate the impact of the development upon the Town."

It would appear that the parameters containing the commercial area have been established in the outline development plan. If the purpose of the plan is to provide the Town with information in respect to the type, character, scale and intensity of development, then it is apparent that the developer has a certain latitude in altering portions within the commercial area and the Town Commission has a certain latitude in limiting the size of the shopping area in order to achieve the objectives of the planned unit development and also to require the developer to furnish evidence supporting his position in this decision making process. I believe other objectives have been set forth by the planner that will aid the Town Commission in reaching a determination as to the overall plan for this commercial or civic-commercial center and for making any determinations required for the first phase of the center.

E. Wayne Allgire
E. Wayne Allgire



KUNIAN ENTERPRISES

9/7/77

INDUSTRIAL DEVELOPERS

2700 CUMBERLAND PARKWAY, N.W.
SUITE 400
ATLANTA, GEORGIA 30339
404/433-2173

DONALD L. KUNIAN
ALBERT J. McCONKEY, JR., S.I.R.
I. L. KUNIAN

September 6, 1977



Mr. Albert J. Faulhaber
LongBoat Key Towers Association, Inc.
601 LongBoat Club Road
LongBoat Key, Florida 33548

Dear Al:

This will acknowledge with thanks your letter of August 30, 1977.

We discussed this matter in Sarasota in August. I would agree that we should not oppose the building of the four buildings, however, I feel we should insist on the following:

1. The deeding of the golf course in perpetuity to the town of LongBoat Key as previously agreed by Arvida in exchange for modification of the zoning requirements.
2. The recordation of the above deed.
3. Restriction recorded in the permits to be granted that no more than the four (4) units be allowed within the area.

I look forward to seeing you soon.

Yours very truly,

I. L. Kunian

ILK/ac



KUNIAN ENTERPRISES

9/7/77

INDUSTRIAL DEVELOPERS

DONALD L. KUNIAN
ALBERT J. McCONKEY, JR., S.I.R.
I. L. KUNIAN

2700 CUMBERLAND PARKWAY, N.W.
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I look forward to seeing you soon.

Yours very truly,

I. L. Kunian

ILK/ac

PLAN "A" LAND USE ALLOCATION

ARVIDA BAY ISLES DEVELOPMENT PLAN LONGBOAT KEY

OCTOBER 1975

Recreation and Open Space

	(Land)	(Water)	%
Golf Course	210.3 Ac.	48.6 Ac.	35.9%
Water Area:			
Boat Basin	11.3 Ac.	26.0 Ac.	5.2%
Small Craft Basin	3.2 Ac.	2.4 Ac.	0.8%
Perimeter Channel		21.9 Ac.	3.1%
Other Navigable Water Inside Town Bulkhead Line		22.6 Ac.	3.1%
Open Space			
Park and Buffer	10.3 Ac.		1.4%
Interior Wildlife Sanctuary	8.9 Ac.	6.9 Ac.	2.2%
	<u>244.0 Ac.</u>	<u>128.4 Ac.</u>	<u>51.7%</u>
 TOTAL RECREATION AND OPEN SPACE	 372.4 Ac.		

Residential

Single Family Lots

Tract "A"	4.0 Ac.		
Tract "B"	12.1 Ac.		
Tract "C"	9.4 Ac.		
Tract "D"	5.1 Ac.		
Tract "E"	<u>47.8 Ac.</u>	78.4 Ac.	10.9%

Multi-Family

Tract "A"	26.4 Ac.		
Tract "B"	23.0 Ac.		
Tract "C"	3.8 Ac.		
Tract "D"	5.1 Ac.		
Tract "E"	5.1 Ac.		
Tract "F"	4.4 Ac.		

Multi-Family

Tract "H"	9.4 Ac.		
Tract "I"	22.6 Ac.		
Tract "J"	15.5 Ac.		
Tract "K"	<u>12.4 Ac.</u>	127.7 Ac.	17.7%

High Rise



PLAN "A" LAND USE ALLOCATION
 OCTOBER 1975
 PAGE TWO

Commercial Area

Offices	7.6 Ac.	1.1%
Service Station	0.9 Ac.	0.1%
Sarasota Federal Savings & Loan	1.0 Ac.	0.1%
Longboat Key Bank	1.3 Ac.	0.2%
Main Shopping Facilities	22.7 Ac.	3.1%
Marina Village Shops	2.8 Ac.	0.4%
TOTAL COMMERCIAL AREA	36.3 Ac.	5.0%

Road Right-of-Way

Roads: 80' ROW (15,400 L.F.)	28.3 Ac.	3.9%
Roads: 50' ROW (14,100 L.F.)	16.2 Ac.	2.2%
TOTAL ROADS RIGHT-OF-WAY	44.5 Ac.	6.1%

TOTAL ACREAGE IN PLAN	720.9 Ac.	100.0%
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Summary of Land Use by Category

Recreation and Open Space	372.4 Ac.	51.7%
Residential	258.6 Ac.	35.9%
Civic Area	9.1 Ac.	1.3%
Commercial Area	36.3 Ac.	5.0%
Road Right-of-Way	44.5 Ac.	6.1%
	720.9 Ac.	100.0%

Residential Unit/Density Data

Single Family Lots	206 Lots	(78.4 Ac.)
Multi-Family Units	1,732 Units	(127.7 Ac. @ 13.6 DU/Ac.)
High Rise Units	945 Units	(52.5 Ac. @ 18 DU/Ac.)
	2,883 Units	

(1) ACREAGES AND COMPUTATIONS: This schedule does not include the original Town Hall site of 4.8 acres, the 188.8 acres of submerged land, nor 29.6 acres of



PLAN "A" LAND USE ALLOCATION
ARVIDA BAY ISLES DEVELOPMENT PLAN LONGBOAT KEY

OCTOBER 1975

Recreation and Open Space

	(Land)	(Water)	%
Golf Course	210.3 Ac.	48.6 Ac.	35.9%
Water Area:			
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Open Space			
Park and Buffer	10.3 Ac.		1.4%
Interior Wildlife Sanctuary	8.9 Ac.	6.9 Ac.	2.2%
	244.0 Ac.	128.4 Ac.	51.7%
 TOTAL RECREATION AND OPEN SPACE		372.4 Ac.	

Residential

Single Family Lots			
Tract "A"	4.0 Ac.		
Tract "B"	12.1 Ac.		
Tract "C"	9.4 Ac.		
Tract "D"	5.1 Ac.		
Tract "E"	47.8 Ac.	78.4 Ac.	10.9%
Multi-Family			
Tract "A"	26.4 Ac.		
Tract "B"	23.0 Ac.		
Tract "C"	3.8 Ac.		
Tract "D"	5.1 Ac.		
Tract "E"	5.1 Ac.		
Tract "F"	4.4 Ac.		
Multi-Family			
Tract "H"	9.4 Ac.		
Tract "I"	22.6 Ac.		
Tract "J"	15.5 Ac.		
Tract "K"	12.4 Ac.	127.7 Ac.	17.7%
High Rise			
Tract "A"	18.5 Ac.		
Tract "B"	12.1 Ac.		
Tract "C"	21.9 Ac.	52.5 Ac.	7.3%
		258.6 Ac.	35.9%
TOTAL RESIDENTIAL			

Civic Area

Church Sites		9.1 Ac.	1.3%
TOTAL CIVIC AREA		9.1 Ac.	1.3%

PLAN "A" LAND USE ALLOCATION
 OCTOBER 1975
 PAGE TWO

Commercial Area

Offices	7.6 Ac.	1.1%
Service Station	0.9 Ac.	0.1%
Sarasota Federal Savings & Loan	1.0 Ac.	0.1%
Longboat Key Bank	1.3 Ac.	0.2%
Main Shopping Facilities	22.7 Ac.	3.1%
Marina Village Shops	<u>2.8 Ac.</u>	<u>0.4%</u>

TOTAL COMMERCIAL AREA

36.3 Ac. 5.0%

Road Right-of-Way

Roads: 80' ROW (15,400 L.F.)	28.3 Ac.	3.9%
Roads: 50' ROW (14,100 L.F.)	<u>16.2 Ac.</u>	<u>2.2%</u>

TOTAL ROADS RIGHT-OF-WAY

44.5 Ac. 6.1%

TOTAL ACREAGE IN PLAN

720.9 Ac. 100.0%

Summary of Land Use by Category

Recreation and Open Space	372.4 Ac.	51.7%
Residential	258.6 Ac.	35.9%
Civic Area	9.1 Ac.	1.3%
Commercial Area	36.3 Ac.	5.0%
Road Right-of-Way	<u>44.5 Ac.</u>	<u>6.1%</u>
	720.9 Ac.	100.0%

Residential Unit/Density Data

Single Family Lots	206 Lots	(78.4 Ac.)
Multi-Family Units	1,732 Units	(127.7 Ac. @ 13.6 DU/Ac.)
High Rise Units	945 Units	(52.5 Ac. @ 18 DU/Ac.)
	<u>2,883 Units</u>	

- (1) ACREAGES AND COMPUTATIONS: This schedule does not include the original Town Hall site of 4.8 acres, the 188.8 acres of submerged land, nor 29.6 acres of mangrove land originally owned by Arvida Corporation, which is located seaward of the Town engineered bulkhead line and has been deeded to the State of Florida. Arvida's original ownership was 943.3 acres.
- (2) DENSITY: 720.9 acres inside Town Bulkhead @ 4.0 units per acre in accordance with Planned Development Zoning = 2883 Total Units.

FROM
DESK
FILE

RESOLUTION NO. 75-27

RESOLUTION APPROVING THE OUTLINE DEVELOPMENT PLAN OF
"BAY ISLES" BY ARVIDA CORPORATION

WHEREAS, Applicant, Arvida Corporation, has applied to the Town for approval of an Outline Development Plan as amended on April 8, 1975, pertaining to lands located in the "P-D" Zoning District, and

WHEREAS, the Town of Longboat Key has held a public hearing concerning said application; and

WHEREAS, the Town of Longboat Key has found that the approval of the Outline Development Plan as disclosed on the Exhibit attached to the Arvida Corporation's Exhibits:

(a) Will not be detrimental to the public health, safety, comfort, order, appearance, convenience, morals and general welfare of the residents of the Town of Longboat Key; and

(b) The Applicant has made adequate provisions for water and sewer services, traffic and traffic control, fire and police protection subject to the conditions herein enumerated; now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the Outline Development Plan submitted by Arvida Corporation for the development of property known as "Bay Isles" be and the same is hereby approved subject to the

over a period of time estimated at an additional ten to fifteen years.

(i) It is understood that from time to time hereafter, Applicant may file an amended schedule of the phasing of the development of Bay Isles and Applicant further agrees to furnish an amended and updated schedule five years after date hereof and upon subsequent request by the Town.

17. The marina to be constructed on a portion of the Bay Isles property shall be entitled to engage in all customary marina activities with the exception that major boat repairs, boat sales and charter service shall be prohibited.

18. Usage of the commercial area located adjacent to the marina shall be limited to services, sales and activities customarily related to marine or water oriented uses.

19. The small boat basin located northeasterly of Buttonwood Harbor shall contain no more than 40 slips with mooring to be provided for boats not exceeding 25 feet in length and no boat or motor repairs of any kind or any other commercial enterprises shall be permitted in said area. The development of this small craft basin will be permitted only after Applicant's main boat basin has been completed.

20. Wherever feasible from an engineering standpoint, water lines shall be looped so as to provide for more reliable service.

21. Prior to approval of the final development plan for the second phase of Bay Isles to be developed (as described in Paragraph 16[b] hereof), Applicant shall submit prelim-

Rec 61.00

SEE PAGE 12

759880

RESOLUTION NO. 75-27

RESOLUTION APPROVING THE OUTLINE DEVELOPMENT PLAN OF "BAY ISLES" BY ARVIDA CORPORATION

WHEREAS, Applicant, Arvida Corporation, has applied to the Town for approval of an Outline Development Plan as amended on April 8, 1975, pertaining to lands located in the "P-D" Zoning District, and

WHEREAS, the Town of Longboat Key has held a public hearing concerning said application; and

WHEREAS, the Town of Longboat Key has found that the approval of the Outline Development Plan as disclosed on the Exhibit attached to the Arvida Corporation's Exhibits:

(a) Will not be detrimental to the public health, safety, comfort, order, appearance, convenience, morals and general welfare of the residents of the Town of Longboat Key; and

(b) The Applicant has made adequate provisions for water and sewer services, traffic and traffic control, fire and police protection subject to the conditions herein enumerated; now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the Outline Development Plan submitted by Arvida Corporation for the development of property known as "Bay Isles" be and the same is hereby approved subject to the

O.R. 1949 PG 0895

TOWN CLERK-TOWN HALL
501 BAY ISLES RD.
LONGBOAT KEY, FL 33548

BOOK 2 PAGE 18

following conditions and stipulations, to wit:

1. That portion of the above described property which is presently owned by the Town of Longboat Key shall be excluded from the Outline Development Plan, thereby resulting in a deduction of 4 acres which leaves a net acreage of 720.88 acres included in said plan.

2. The gross residential density of said property shall be limited to four units per acre which, when multiplied by the gross acreage of 720.88 acres, will permit a maximum of 2,883 residential units to be constructed on said property.

3. A copy of the Outline Development Plan for the aforesaid property, which development is to be known as "Bay Isles", is attached hereto as Exhibit "A" and by this reference incorporated herein.

4. In consideration of the approval of said Outline Development Plan by the Town, Applicant has agreed to convey to the Town for the purposes and at the time hereinafter specified the fee simple title to the following parcels of land, to wit:

a. A parcel of land approximately one acre in size to be located in the immediate vicinity of the civic and commercial center, the exact location to be mutually agreed upon by the parties based upon the recommendations of the Insurance Service Office or a land planner, which site is to be used for the construction of a fire station by the Town.

b. A parcel of land approximately one acre in size to be located in such area as developer and the Town shall mutually agree, (either within the Bay Isles development or on other land owned by Applicant) the exact location to be based on sound engineering principles, which site is to be used for the construction of a water reservoir tank by the Town.

c. A parcel of land 100 feet in width adjacent to and northerly of the property presently owned by the Town extending from Bay Isles Road to the west property line of Applicant's property, which land is to be used for expansion of the Town Hall or library or a similar public purpose.

d. Conveyance of title to the parcels referred to in Paragraphs a and b shall be at the time when the Town is actually ready and able to commence construction of the respective improvements thereon. Conveyance of title to the property referred in Paragraph c shall be at the time Applicant receives final approval of any portion of the Bay Isles Development Plan. Each of the aforementioned conveyances of title shall be subject to deed restrictions similar to those made a part of the prior conveyance by Applicant to the Town of Longboat Key limiting the use thereof, however, to the purposes hereinabove specified.

5. That portion of the civic and commercial center reflected on the Outline Development Plan as being available

for church sites (approximately 10 acres) shall be deemed to be a civic use and not to be a part of the permitted commercial area provided it is used for a purpose properly defined as a civic use.

6. The preliminary plan for surface water drainage submitted by the Applicant (Exhibit "C" attached hereto) is hereby approved and shall be made a part of the Town's file pertaining to this application. Lakes, streams and waterways (other than Mud Lake) shall be provided with dams, weirs, or other control devices as heretofore approved by the State Department of Pollution Control. Applicant's final drainage plan shall be subject to approval by the Town's consulting engineers.

7. Applicant will provide for acceleration and deceleration lanes on entrances to Bay Isles from Gulf of Mexico Drive if required either by the Town or by the Florida Department of Transportation, which lanes shall be installed at the expense of Applicant.

8. All roads located in Bay Isles will be private roads with the exception of the major collector road servicing the civic and commercial area which shall be public roads. Such public roads will be dedicated to the Town by the Applicant from time to time as Applicant offers a plat of any portion of such civic and commercial center for final approval. The cost of constructing such public roads and

streets shall be at Applicant's expense, but future maintenance shall be by the Town. The remaining roads and streets in Bay Isles shall be deemed to be private streets and roads to be constructed by Applicant or its assigns and thereafter to be maintained either by Applicant or by a property owner's association formed by the Applicant as hereinafter provided.

9. Exhibit "C" (attached hereto) submitted by Applicant reflects the Applicant's preliminary plan for the interior road system of Bay Isles. The minimum width of the right-of-way of said interior roads shall be as follows:

(a) The major entrance road into Bay Isles extending from Gulf of Mexico Drive in a northerly direction along the easterly side of the civic and commercial center and continuing northerly to the T intersection adjacent to the area identified as "MF-I" shall be 100 feet in width.

(b) The right of way of the collector street which provides the main entrance at the southerly end of Bay Isles extending from Gulf of Mexico Drive northerly to its intersection with the main road described in Paragraph (a), above, shall be 80 feet in width.

(c) The roads extending laterally from the road described in Paragraph (a) into the multi-family areas designated as areas G, H, I, K and L and high rise area A and B shall be 60 feet in width.

(d) The right of way of the streets in the single family areas shall be 50 feet in width.

10. Exhibit "B" (attached hereto) submitted by Applicant reflects a general location for bicycle paths and pedestrian pathways, including potential access to the Gulf side of Gulf of Mexico Drive (if such usage is permitted by the Florida Department of Transportation). At the time of applying for final approval of any portion of the Bay Isles development, either the final plat or the construction plans shall reflect the exact location of any such bicycle paths and pedestrian walkways located within that portion and to be constructed as a part thereof.

11. Provision shall be made by the Applicant for access by emergency vehicles only over and across the following portions of said bicycle paths and pedestrian walkways, to wit:

(a) Between Bogey Lane and the southerly portion of the single family area.

(b) Between the two cul-de-sacs located in the northwesterly portion of the Bay Isles development.

(c) Between the marina area and the cul-de-sac located in the multi-family area on the northeasterly portion of the Bay Isles development.

(d) Such access routes shall be so constructed as to discourage any vehicular traffic except emergency vehicles.

(e) Such emergency routes shall be used only during actual emergencies.

12. It is understood by the Applicant that the Florida Department of Transportation may, at some time in the future, widen Gulf of Mexico Drive which extends along the westerly boundary of Bay Isles. Accordingly, Applicant agrees to reserve and set aside a strip of land 20 feet in width along that portion of Bay Isles which abuts the easterly right-of-way line of Gulf of Mexico Drive, which land will be dedicated to the State for road right-of-way purposes at such time as said land (or any lesser portion thereof) is actually required for this specific purpose. In the interim, however, it is understood that such strip of land may be conveyed by Applicant to a Home Owners' Association as a part of the common open space of Bay Isles, although in such event this covenant shall run with the title to such land and said association shall be bound to subsequently dedicate such right-of-way to the State in accordance with the foregoing provisions. It is further understood that Applicant has heretofore granted an easement over said land to Florida Power and Light Company and reserves the right to grant additional easements over and across said property. Applicant further reserves the right to construct bicycle and pedestrian path ways over said property. As each plat affecting any portion of such strip is offered for final approval, Applicant agrees to indicate the foregoing reservation of record either by including reference thereto on the plat or by separate

document to be recorded simultaneously therewith.

13. Applicant acknowledges that the entrances into Bay Isles may eventually require traffic signalization lights. At such time as these lights are requested by the Town and installation is approved by the Florida Department of Transportation, Applicant agrees to supply and install such lights or pay the cost thereof if installed by a State agency. Upon installation, future maintenance costs and operating costs will be borne either by the State Department of Transportation or by the Town of Longboat Key.

14. The necessity for protecting present and future residents of the Town from the burden of assuming the cost of certain facilities and services that should be borne by this development is recognized by this paragraph which sets out the responsibility for original construction of a facility and also sets forth provisions for bearing future maintenance costs of each facility, to wit:

Facility	Responsibility For Construction	Responsibility For Future Maintenance
Golf course, tennis courts and Club House facilities	Arvida Corp., or assigns	Arvida Corp., or assigns
Recreational facilities other than Golf course, tennis courts and Club House	Arvida Corp., or assigns	Arvida Corp., or homeowners' association
Marina and boat docking facilities	Arvida Corp., or assigns	Arvida Corp., or assigns

Common open space	Arvida Corp., or assigns	Arvida Corp., or homeowners' association
Bicycle paths and pedestrian walkways	Arvida Corp. or assigns	Arvida Corp., or homeowners' association
Lakes, interior can- als and retention ponds	Arvida Corp. or assigns	Arvida Corp., or homeowners' association
Boat access channels and perimeter chan- nel (including banks of channels)	Arvida Corp., or assigns	Arvida Corp., or homeowners' association

O. R. 1949 PG 0903

15. In order to efficiently carry out the future re-
sponsibility for maintenance of the various facilities, as
hereinabove enumerated, Applicant shall have the right to
create as many neighborhood property owners' associations
and condominium associations as it may deem desirable and
shall also have the right to form a master property owners'
associations and condominium associations as it may deem
desirable and shall also have the right to form a master
property owners' association comprised of all property
owners in Bay Isles (either directly or by representation),
which associations shall be chartered as non-profit corporations
under the laws of the State of Florida and whose primary
purposes shall be the operation, management and maintaining
of those facilities designated for the use and benefit of
the residents of Bay Isles.

16. This Commission recognizes the extreme difficulty
in establishing any fixed and unalterable time period within

which the Applicant will file applications for the final approval of the numerous phases of development of Bay Isles due to constantly changing circumstances pertaining to land development and home construction. Therefore, this Commission has accepted the following schedule of sequence of development or phasing over the next five years as sufficiently meeting the intent of the Ordinance in this respect, to wit:

(a) The first stage of development will be the 13 lots comprising the southernmost tier of single family subdivision lots adjacent to Country Club Shores. Application for final approval of such subdivision plat will be made within six months after date hereof.

(b) The second phase of development will be the remaining portion of the single family subdivision lots located at the southerly end of Bay Isles (consisting of 67 lots), the platting of which lots will take place in either two or three stages. Application for final approval of such plats will be made within one year after date hereof.

(c) The third phase of development will be the low density, low rise residential area located adjacent to and northeasterly of Buttonwood Harbor, which development will consist of either single family lots, patio homes or townhouses (or a mixture thereof). Application for final approval of plats of this area will be made within one year after date hereof.

(d) Within the next two years after date hereof,

Applicant will apply for final approval of several additions to the civic and commercial center. Periodically thereafter, during the course of development of other portions of Bay Isles, final approval will be requested for further additions to the civic and commercial center in phase with the overall development of Bay Isles.

(e) Based upon demand for an additional golf course facility on Longboat Key created by the development of Bay Isles, Applicant agrees that construction will commence on an 18 hole golf course approximately three to four years after date hereof or when 500 living units have been constructed and occupied.

(f) Application for final approval of plats pertaining to the low rise residential area located on each side of the southerly entrance road into Bay Isles northerly of and adjacent to the single family area (in multi-family areas designated as A, C and D) will be made within three years after date hereof.

(g) In the third to fifth years after date hereof, application will be made for final approval of plats pertaining to development of the multi-family areas designated as B, E and F.

(h) The foregoing sequence of development of Bay Isles covers the first five years after date hereof. The remaining portions of Bay Isles will be developed thereafter

Resul 75-27 OOP

over a period of time estimated at an additional ten to fifteen years.

(i) It is understood that from time to time hereafter, Applicant may file an amended schedule of the phasing of the development of Bay Isles and Applicant further agrees to furnish an amended and updated schedule five years after date hereof and upon subsequent request by the Town.

17. The marina to be constructed on a portion of the Bay Isles property shall be entitled to engage in all customary marina activities with the exception that major boat repairs, boat sales and charter service shall be prohibited.

18. Usage of the commercial area located adjacent to the marina shall be limited to services, sales and activities customarily related to marine or water oriented uses.

19. The small boat basin located northeasterly of Buttonwood Harbor shall contain no more than 40 slips with mooring to be provided for boats not exceeding 25 feet in length and no boat or motor repairs of any kind or any other commercial enterprises shall be permitted in said area. The development of this small craft basin will be permitted only after Applicant's main boat basin has been completed.

20. Wherever feasible from an engineering standpoint, water lines shall be looped so as to provide for more reliable service.

21. Prior to approval of the final development plan for the second phase of Bay Isles to be developed (as described in Paragraph 16[b] hereof), Applicant shall submit prelim-

inary plans for the proposed water, sewer and drainage systems and for the collector street and road network for the entire Bay Isles property.

22. From time to time hereafter, as plats are offered by Applicant to the Town for final approval, Applicant will also grant easements to the Town along and across road and street rights-of-way for utility purposes, which easement shall be granted by customary Town of Longboat Key easement deeds or such other documents (including plat dedication) that may be approved by the Town.

23. In order to insure compatibility with the existing residential area in Buttonwood Harbor, the townhouse area reflected on the Bay Isles site plan opposite from Buttonwood Harbor is to be extended northwesterly approximately an additional 400 feet along Crane's Bayou.

24. Upon specific request and direction of the Town Commission, Applicant will construct a drainage swale along the southerly boundary of Buttonwood Harbor subdivision extending easterly approximately 800 feet to the boat basin.

25. This Commission has reviewed and approved the preliminary drafts of proposed residential and commercial covenants and restrictions which were made a part of Applicant's application. However, since these restrictions may be modified from time to time for different areas of Bay Isles, the Town reserves the right to review and approve final drafts of such restrictions at the time the Applicant applies

for final plat approval. Either these restrictions or other appropriate documents to be recorded by Applicant shall set forth assurances that all open space will be maintained as such in perpetuity.

26. All owners of residential units in Bay Isles shall be eligible to apply for membership in all recreational facilities proposed for Bay Isles; provided, however, that this requirement shall not be deemed to excuse any such property owner, upon acceptance into membership of such club from full and complete compliance with appropriate club rules and regulations or from the payment of club dues.

27. Golf cart crossings on the collector road shall be limited to the three areas reflected on the drainage plan (Exhibit "C") submitted by Applicant.

28. Applicant shall raise the grade along Longview Drive as approved by the Town engineer and shall add supplemental landscape screening in the buffer zone (which zone is designated as a part of the open space of Bay Isles).

29. The outdoor recreational area located adjacent to the small boat basin shall be under the control and supervision of the country club.

30. Development of Bay Isles shall be subject to approval by the Town of final development plans in accordance with the Town's ordinances applicable thereto including the provisions of Chapter 20 of the Town Code.

31. Applicant, by signing this document in the space hereinbelow provided, signifies its approval and assent to the provisions hereof.

PASSED AND DULY ADOPTED this 6th day of August, 1975.



TOWN OF LONGBOAT KEY

By [Signature]
As Mayor

Attest:

By [Signature]
As Town Clerk

O.R. 1949 PG 0909

CONSENT OF DEVELOPER

Arvida Corporation, hereinabove referred to as Applicant, does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and does further acknowledge that the same is binding upon it and its successors or assigns in the manner hereinabove set forth.

ARVIDA CORPORATION

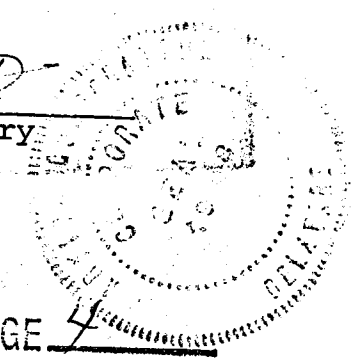
By [Signature]
As Vice President

Attest:

R.H. BACKNEY JR. CLERK
FILED AND RECORDED

By [Signature]
As Assistant Secretary

JUN 2 3 48 PM '87



for final plat approval. Either these restrictions or other appropriate documents to be recorded by Applicant shall set forth assurances that all open space will be maintained as such in perpetuity.

26. All owners of residential units in Bay Isles shall be eligible to apply for membership in all recreational facilities proposed for Bay Isles; provided, however, that this requirement shall not be deemed to excuse any such property owner, upon acceptance into membership of such club from full and complete compliance with appropriate club rules and regulations or from the payment of club dues.

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29. The outdoor recreational area located adjacent to the small boat basin shall be under the control and supervision of the country club.

30. Development of Bay Isles shall be subject to approval by the Town of final development plans in accordance with the Town's ordinances applicable thereto including the provisions of Chapter 20 of the Town Code.

RESOLUTION 75-27 OUTLINE DEVELOPMENT PLAN BAY ISLES, AUGUST 6, 1975

#26 All Resident owners eligible to apply for membership. When accepted, must comply with rules and pay dues.

#29 Area at small boat basin to be controlled and supervised by Club.

RESOLUTION 81-13

SECTION 2 - #3 A Open Space reference Ordinance 80-9 and 80-1 (Land Acquisition) provides for 50% credit for golf and tennis facilities.

1. To be private Clubs not primarily commercial, open to general public.
2. At least 20% memberships to residents of Town who do not reside in Bay Isles on same basis as residents of Bay Isles. If 20% not applied for make up may be by residents of Bay Isles or nonresidents to economically operate to full capacity. Also for economical operation if residents of Bay Isles do not apply, memberships may be made available to nonresidents of Bay Isles.

Waiting list priority membership by 80/20.

Members not precluded solely to adjust 80/20.

Adjustments of 80/20 by attrition.

5. Bay Isles ^{INTENT = RESID.} property owners right to membership except for failure to pay financial obligations or violation of rules.
6. No right to expel Town residents except failure of financial obligations or violations Club regulations. A member changing class of membership loses priority to former class.
- B. Not to exceed 50% credit given for open space per Land Acquisition Ordinance.
4. Credit may be given for clustering of recreational facilities (golf and tennis) outside of parcel being developed within PUD providing residents of PUD are assured availability. (Note - is reference to PUD on a per parcel basis?)

Up to 50% credit may be given to recreational facilities per parcel. (Note - within PD District.)

The credit where feasible to be applied at final approval of each application may provide additional offsite or may provide on site. (Note - if 100% is provided on site then there need not be assured available??)

Page
cc 5000

MEMORANDUM OF UNDERSTANDING (SEPTEMBER 22, 1988)

1. Requirement - establish separate Clubs.
2. Requirement - establish two waiting lists until 80/20 is reached.
PUD residents have priority over non-PUD.
Note: Intent on a per Islandside/Harbourside Basis.
7. No off-Key members (except grandfathered), no employees.
Nonresidents only for economical reasons.
10. Modified golf members to be phased out.
Note: Town advised this has been accomplished.
11. Charity events - No golf privileges to nonmembers unless event sponsored by Arvida and held at either course on Longboat Key.
15. Inn on the Beach guests. Afternoon play whenever possible.
17. Ordinances and Resolutions take precedence over Memorandum of Understanding.
18. Inn on the Beach guests not permitted play on Harbourside.

11/1/89
ATC:hej

cc Scott

RESOLUTION 76-7 LONGBOAT KEY CLUB, MAY 5, 1976

Whereas #3 common open space to be maintained for residents and members of Longboat Key Club, including other lands applicant may permit or be required to dedicate.

chp

#15 All owners of residential property in Longboat Key Club eligible to apply for membership must comply with rules and pay dues.

RESOLUTION 80-21, DECEMBER 3, 1980

Section 2 - 3A Application of 50% Credit per Land Acquisition Ordinance

Section 2 - 3A-1 Private, not primarily commercial, opened to general public.

Section 2 - 3A-2 Arvida will make available at least 20% membership to rest of Town not in GPD on same basis as rest of GPD.

If nonresidents (Town) of GPD do not apply, such membership to be available to residents (GPD) or nonresidents (Note - non-Town residents?) in order to economically operate to full capacity. If membership not applied for by residents of GPD such to be available to nonresidents of GPD in order to operate economically to full capacity. Establish waiting list residents GPD/residents Town priority by 80/20. ~~Residents of Towers, Privateer and Sands Point~~ Residents of Towers, Privateer and Sands Point are part of 80%. Renewal not to be denied solely to adjust 80/20. To be by attrition.

Section 2 - 3A-5 Shall not have right to exclude any property owner in GPD from membership except for failure to pay financial obligations or for violation of rules.

Section 2 - 3A-6 Shall not have right to exclude any present Town of Longboat Key resident member except for failure to pay financial obligation or violation of rules. Members who change class of membership loses priority to former class. Club facilities not to form any new class of unlimited sports membership having rights equal or superior to existing year record or seasonal sports memberships.

Section 2B Open space in existing PUD district in excess of 20% may receive partial credit not to exceed 50% Land Acquisition.

Section 2 - B4 Credit for clustering recreation facilities (golf/tennis) outside parcel being developed but within the PUD where residents of PUD assured availability. Off-site recreation facilities tennis/golf to be considered up to 50% of the required for note - development of each parcel.

Credit when feasible at time of application for final approvals so as to provide additional off-site recreation facilities or provide on-site.

MEMORANDUM

Copy
8/31/89

DATE: 10/31/89

TO: Albert T. Cox, Town Manager
FROM: Jay Brady, Planning Director JB
SUBJECT: GPD/PD Club Facilities

Summarized below, per your request, are items that may need clarification in the Resolutions or Memorandum of Understanding pertaining to the above referenced subject:

First Amended Memorandum of Understanding For Longboat Key Club:

- Pg. 2, Para. 5; What is "full use of the Club"?
- Pg. 2, Para. 7; Will officers and employees of Arvida and its affiliates be allowed to remain club members? What about new owners? How is "economically operated" defined?
- Pg. 2, Para. 10; The word "insure" should be "ensure".
- Pg. 2, Para 11 and elsewhere; Should references to Arvida be interpreted to include its assigns?

Resolution No. 75-27:

- Pg. 8, Para. 13; "entrances into Bay Isles" should be spelled out to include Bay Isles Road if not already understood.
- Pg. 13, Para. 23; the word "insure" should be "ensure".

Resolution No. 81-13:

- Pg. 5, Para B; Paragraph is poorly written and should be clarified by replacing "is" with "as" in the first line.
- Pp. 5 & 6, Para. B.4; References to Section 6.77 should be updated.
- Pp. 5 & 6, Para. B.5.C; References to Section 6.70 should be updated.

Resolution No. 87-25 (PD Tennis Complex Addition):

Condition 2.(a) sets aside the courts for use by Inn on the Beach guests. Condition 6. and 15. of the First Amended Memorandum of Understanding for Longboat Key Club seems to conflict. However, conflicts are addressed in the "Memorandum of Understanding" by Condition 17, which perhaps should be pointed out.

Resolution No. 80-21

Pg. 6, Para. 4; References to Section 6.77 and Chapter 7 should be updated.

If you have any questions please advise.

cc: Project file
Reading file

M E M O R A N D U M

Paul
Scott

DATE: 10/30/89

TO: MR. ALBERT T. COX, JR, TOWN MANAGER
FROM: H.L. LOVETT, SPECIAL SERVICE REPRESENTATIVE
SUBJECT: CLUB FACILITIES GPD/PD

After reviewing the Resolutions, Memorandum of Understanding and the Right of First Refusal, I submit the following questions as to their intent.

QUESTION: WAS THE MARINA TO BE PART OF THE CLUB FACILITIES?
RESOLUTION 82-14 approved a site plan for THE HARBORSIDE MOORINGS COMMERCIAL PROJECT.

RESOLUTION 85-28 approved an amended land intensity schedule for Bay Isles. Exhibit "A" was adopted and shows Harborside Moorings Marina as recreation and open space.

QUESTION: CAN THE MARINA BE BOTH COMMERCIAL AND RECREATIONAL? If it is considered as recreation would it not be part of the club facilities? A concept plan-Bay Isles dated October, 1980 lists the marina with the golf and tennis facilities as an amenity.

QUESTION: IF THE MARINA IS CONSIDERED A RECREATION AMENITY, CAN IT BE SOLD AND CONDOMINIUMIZED?

MEMORANDUM OF UNDERSTANDING:

Agreement Number 5 states No special arrangements, excluding charitable events that would impair the full use of the club facilities by members. Agreement Number 11 allows non-member events, whether for charity or not limited to 30 half days @ year. This needs to be clarified.

Resolution 75-27: Condition 26 states all owners of residential units in Bay Isles shall be eligible for membership in all recreational facilities. QUESTION: DOES THIS INCLUDE THE MARINA?

Resolution 81-13 3 (A) 2 seems to allow the club owner to take off Key non-residents as members under certain conditions.

June 12, 1975

The Honorable William J. Kenney, Mayor
and members of the Town Commission
of the Town of Longboat Key, Florida

Gentlemen:

The Planning and Zoning Board, assisted by reports from both the Town Staff and Adley Associates as well as briefings from both groups and discussion of certain critical points by Mr. John P. Siegel, has completed its review of "The Outline Development Plan - Bay Isles". The report of the Board as unanimously approved by roll call vote of members present at its regular meeting June 10, 1975 appears below.

The Planning and Zoning Board of the Town of Longboat Key recommends that "Outline Development Plan - Bay Isles" be approved subject to submission of the additional information listed in Section A below and subject to the conditions in Section B below:

A - Additional information to complete and support submission dated April 8, 1975:

- a. A map or maps and/or aerial photographs adequate to indicate the following:
 1. The Bay Isles Tract and all land within 500 feet of the tract boundary with elevations indicated at least in the vicinity of the Buttonwood Harbour and the Bogey Lane interfaces.
 2. The general location and size of existing water distribution mains, existing storm sewer structures, and existing and currently under construction sewer collection lines and lift stations.
 3. The location, right-of-way and pavement width of all streets including entrances and exits along Gulf of Mexico Drive.
 4. Existing buildings including their present use.
 5. Areas within the Bay Isles Tract that have been filled or that are planned to be filled.
 6. Major tree canopy areas.
 7. Any pertinent ecological features of the land as identified by a qualified environmentalist.
 8. A master drainage plan.
 9. A pedestrian and bicycle circulation plan for the tract (accompanied by an explanation of the systems conceptual basis.)
 10. Location and type of street crossings for golfers and golf carts.

11. Location and type of crossing to permit beach access from Bay Isles across Gulf of Mexico Drive.
 12. Location of potential easement in buffer zone to permit (after collection of initial rainfall requirement) drainage to some suitable receptor from Coquina Beach and Buttonwood Harbour Subdivision.
- b. An intended phasing schedule for development of the entire tract. Where distant time frames may preclude indication of the development data for specific parcels an intended development sequence for these parcels should be shown.

B - Recommended conditions for approval of submission dated April 8, 1975:

- a. Any appropriate conditions that may develop as the result of a study of the additional material requested under A above.
- b. That the Town House area opposite Buttonwood Harbour be extended northwest approximately an additional 400 feet along Cranes Bayou and that this entire Town House Section will be critically studied at the time of site plan review to insure compatibility with the existing residential area.
- c. That the small craft basin shall contain no more than 40 slips with moorage to be provided only for water craft 35 feet in length or less and that any boat or motor repairs of any kind or any commercial enterprises including boat or motor rental be prohibited. Development of this small craft basin should be planned only after all or a considerable portion of the main boat basin is complete.
- d. That at the time of final site plan review, Multi-family Area MF"C" and the south section of MF"A" will be scrutinized to insure compatibility with the adjacent single-family areas and the Gulf of Mexico Drive frontage near the southern entrance to Bay Isles.
- e. That the large parking areas indicated on the Outline Development Plan (particularly those in the H.R. areas and in front of the Golf and Tennis Club) be broken up and maximum use of "under-structure" parking be utilized where feasible.
- f. That all parking and loading facilities will be subject to review at the appropriate time to insure compliance with Sections 7.63 (f) and 7.66 (a) of the Zoning Ordinance.
- g. That the marina commercial area not be developed, except for marine associated purposes, until at least a third of the main shopping facilities are completed.
- h. That the developer defines the manner in which access to and use of the major common recreational facilities (comprising at least the golf course, tennis club, and yacht club) will be extended to Bay Isles residents.

Note: This will indicate whether these are common amenities, private or semi-private facilities, or commercial enterprises. Such information will clarify the need to apply 6.77(6)(d) of the Zoning Code in reference to the multi-family areas (a requirement for 500 sq ft/unit of active and passive recreation facilities within 300 ft. of the multi-family development). This will also affect the generation of traffic from outside the Bay Isles development.

- i. That the major internal street network be classified as indicated on the "Circulation and Parking Analysis" Map in the back of the Adley report concerning the "Bay Isles" plan to insure compliance with all provisions of Chapter 20 of the Town Code and that the intersection of the collector and arterial street east of the Commercial Center be modified as indicated on this same map.
- j. That sufficient right-of-way be donated if necessary along the Gulf of Mexico Drive to permit four-laning with a median strip plus deceleration lanes. The developer should be put on notice that four laning at his expense may be required at points of high traffic intensity.
- k. That all improvements as required by Chapter 20 and Section 7.62 be provided by the developer.
- l. That adequate traffic signalization be provided by the developer at each of the two northern entrances to the Bay Isles development.
- m. That the substance of the easements to be used for public utilities be furnished by the developer in a form satisfactory to the Town and that all utilities be located in easements dedicated to the Town.
- n. That Bogey Lane be connected to the Bay Isles development only by a bike and pedestrian path.
- o. That the developer agree to dedicate sufficient property to provide a location for such future public requirements as a water storage tank, a fire station, and a library addition.
- p. That the utilities, if feasible from an engineering standpoint, be paralleled with those on Gulf of Mexico Drive to permit an ultimate looping for more reliable service.
- q. That prior to approval of the final development plan for the first area to be developed, the preliminary overall plans for water, sewer, drainage, and traffic for the entire Bay Isles tract be submitted and approved.

The Board discussed at length the DRI aspects of the "Bay Isles" project and recommends that the DRI matter be resolved to the satisfaction of the Town Commission prior to approval of the Outline Development Plan.

Respectfully submitted
for the Planning and Zoning Board,

George M. Rosengarten - jp

George M. Rosengarten
Chairman

Note:*

The Planning and Zoning Board discussed and considered all recommendations and suggestions of both the Town staff and the consultant. Those suggestions or recommendations not incorporated into the above report were viewed unfavorably by the Board.

G.M.R.

* The explanatory note was added by the Chairman after the report proper had been approved by the Board.

jp

cc: P&Z Board Members
Town Manager
Al Cox

MINUTES OF THE PLANNING AND ZONING BOARD
Longboat Key, Florida
June 10, 1975

The regular meeting of the Planning and Zoning Board was called to order by Chairman Rosengarten at 7:30 P.M. in the Town Hall. Members Green, Ruby, Stelzer, Jones and Leonard were present. Rimler was absent.

A motion was made by Jones, and seconded by Green, that the minutes of the May 13, 1975 meeting be approved without addition or correction. It passed unanimously.

~~Old Business: Bay Isles PUD Application -~~

~~Following the last regular meeting, at which this application was presented in preliminary form, the members were given copies of the application and the Staff recommendations concerning it, to be studied before a work shop meeting to be held on June 3, 1975.~~

This work shop meeting was held in the Town Hall as scheduled, starting at 7:30 P.M. and ending at 11:50 P.M.

Following much debate and several changes in a letter the Chairman had drafted at the work shop, he read the outline of the letter, with the Board's recommendations, which will be sent to the Town Commission. A copy of this letter will be attached to the file copy of today's minutes.

A motion by Jones, and seconded by Stelzer, that this letter be approved was passed unanimously, by roll call vote, of all members present.

The Chairman advised the Board that an Outline Development Plan for a GPD, submitted by Arvida, for a Tennis Court Complex was in the works and we would get it at our next regular meeting.

A motion to adjourn was made by Ruby and seconded by Green. The motion was approved unanimously and the meeting closed at 11:00 P.M.

s/ W. E. Leonard
Secretary

jp

MINUTES OF THE PLANNING AND ZONING BOARD
Longboat Key, Florida
April 8, 1975

The regular meeting of the Planning and Zoning Board was called to order by Chairman Rosengarten at 7:30 P.M. in the Town Hall. Members Ruby, Rimler, Stelzer, Jones and Leonard were present. Green was absent.

A motion was made by Jones and seconded by Stelzer that the minutes of the March 11, 1975 meeting be approved without addition or correction. The motion was unanimously approved.

The Chairman read Al Cox's letter of April 8, 1975 which included a copy of Resolution No. 75-13 approving the Site Plan Review for Longboat Deck, subject to the Findings of Fact attached to and made a part of the resolution. The findings closely followed the recommendations made to the Town Commission by the Planning and Zoning Board by letter on March 12, 1975.

Al Cox reported on the approval by the Town Commission of the proposed R. L. Middleton Re-Subdivision. The Planning and Zoning Board recommended such approval by letter on March 13, 1975.

An application for Site Plan Review of Longboat Marina Dry Storage Facility was presented to the board. The application, which was not signed, was submitted by Logan and Currin, Contractors. All board members expressed concern over the ambiguousness of the request and Chairman Rosengarten requested Al Cox to have the presentation clarified before our next regular meeting.

~~The Chairman discussed Arvida's Bay Isles Development which we expect will be presented at our next regular meeting and requested that Al Cox provide the board with all pertinent material prior to the meeting.~~

A motion to adjourn was made by Rimler and seconded by Ruby. The motion was approved unanimously and the meeting closed at 9:00 P.M.

Respectfully submitted,

/s/ William E. Leonard
Secretary

WEL:aps

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*

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

Writer's direct line: 364-2708

May 13, 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:

3462-4

HARVEY J. ABEL
OF COUNSEL

GREGORY S. BAND
JAMES D. GIBSON
JOHN M. HAMENT+
MARK D. HILDRETH
DANIEL H. KUNKEL
CHRISTINE EDWARDS LAMIA
DAMIAN B. MALLARD
MARK W. MCFALL
JOHN A. MORAN
ALAN M. ORAVEC
MICHAEL S. TAAFFE
DAVID A. TEPPER
JAN L. WALTERS*

Mr. Albert T. Cox, Jr.
Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

Re: Town of Longboat Key, Florida vs. Key Club Associates,
Limited Partnership, et al.

Dear Al:

Please provide me with copies of Concept Plans relative to Bay Isles, Islandside and Inn-On-The-Beach. In particular, please advise whether these plans specifically reference utilization of facilities by Inn-On-The-Beach guests and non-Longboat Key resident usage.

Please also provide me with a copy of the condominium documents relative to Inn-On-The-Beach.

Thank you for your continued cooperation in connection with this matter.

Very truly yours,

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

By _____
Steven J. Chase

SJC/mjb

cc: David P. Persson, Esquire

RECEIVED
MAY 15 1992
TOWN MANAGER'S OFFICE

FIRST AMENDED MEMORANDUM
OF UNDERSTANDING AND AGREEMENT FOR
LONGBOAT KEY CLUB

ARVIDA/JMB PARTNERS (hereinafter "Arvida") and the TOWN OF LONGBOAT KEY (hereinafter "The Town") hereby agree to this Amended Memorandum of Understanding and Agreement for Longboat Key Club providing procedures in order that Arvida may readily establish and The Town may readily ascertain that Arvida is in full compliance with the membership requirements of Town Resolution No. 80-21 (as respects "Islandside") and No. 81-13 (as respects "Harbourside") and the parties hereby agree to the following Amended Memorandum of Understanding and Agreement for Longboat Key Club:

1. Arvida will establish and maintain separate membership and waiting lists by type of membership. Such lists will be open for review by The Town.

2. Arvida will also establish and maintain two waiting lists, one for PUD residents and one for non-PUD residents, from which membership shall be granted. Until Club memberships reach the 80/20 ratio described in the Resolutions, applications submitted by PUD residents will be given priority over applications submitted by non-PUD residents. Such lists will be open for review by The Town monthly.

3. Arvida will prepare a separate list of all prospective members who have submitted an application for membership and have been rejected. This list will be available for review by The Town.

4. All lists shall include home, seasonal and billing addresses, of members or prospective members, to the extent available.

5. There shall be no special use arrangements, excluding those with charitable organizations, which impair the full use of the Club facilities by regular members. Three days written notice posted in a conspicuous place at the facility to be utilized will be given to members in the case of charity events.

6. There shall be no special use arrangements with The Inn On The Beach guests, which provide for the use of the Club facilities on an equal or superior basis to regular Club members.

7. Commencing immediately, no off-Key resident shall be permitted to become golf, tennis or social members of the Club except for present members living off Key (to be grandfathered) and officers and employees of Arvida and its affiliates and for those nonresidents accepted for charitable reasons, unless Arvida can demonstrate it is necessary to permit those nonresidents in order that the facilities may be economically operated.

8. The Town shall have the right to monitor compliance with the provisions of this Agreement.

9. Any item not specifically addressed in this Memorandum of Understanding and Agreement shall be conclusively deemed not to have been considered by this Memorandum of Understanding and Agreement and no determination as to any other item has been made.

10. The modified golf membership will be phased out by means of attrition and records will be kept to insure that these members, playing between December 15 and April 30, must pay greens fees and have only a two day reservation privilege. Arvida is presently offering the modified golf members an opportunity to upgrade to full membership.

11. The Longboat Key Club will not give golf privileges to nonmembers who purchase tickets to charity events unless the event is sponsored by Arvida and held at one of the two Longboat Key Club courses. Nonmember golf events, whether for charity or not, will be limited to 30 half days (6:00 A.M. to 12:00, 12:00 to 6:00 P.M.) May 1 through December 14 only.

12. Boaters staying at the marina who are not members of the Club will not be permitted to play tennis or golf at Harbourside unless they play with a member as a guest.

13. The closing of either golf course for any event will be posted on the bulletin boards of both courses as far in advance as possible (at least one week) and such closing will be published in the monthly newsletter whenever possible.

14. Commencing October 1, 1988, persons who rent living units through Arvida's monthly rental program will not be permitted to utilize any of the Club facilities unless accompanied as a guest by a Club member.

15. Group bookings for golf and tennis for The Inn On The Beach guests will be scheduled for afternoon play whenever possible.

16. The provisions of this Agreement shall be reviewed at least annually at the request of either party.

17. Any conflict between this Memorandum of Understanding and Agreement and any relevant Ordinance or Resolution of the Town of Longboat Key shall be resolved in favor of the Ordinance or Resolution.

18. Effective October 1, 1988, Arvida will not permit Inn On The Beach hotel guests playing time on the Harbourside facilities, except for existing commitments made by Arvida as indicated in Exhibit "A" attached.

DATED this 22 day of September, 1988.

WITNESSES:

Henry Gally
Patricia L. Grende

WITNESSES:

A. Hunt Wurfburg
Catherine S. Fines

TOWN OF LONGBOAT KEY

BY: Oliver Brown
AS

ARVIDA/JMB Partners

BY: Robert Wilhelm
AS

EXHIBIT "A"

Harbourside Advance Tee Times

OCTOBER

11th	Tuesday	Amer. Soc. of Elec. Plastics 7 (4somes) 1:03
15th	Saturday	International Truck Parts 5 (4somes) 1:03
17th	Monday	Liberty Life 7 (4somes) 1:03
22nd	Saturday	Martin Marietta 8 (scramble) 1:45
26th	Wednesday	Southwest Bank 8 (4somes) Morning
27th	Thursday	Southwest Bank 8 (4somes) Afternoon
28th	Friday	Mechanical Contractors 8 (4somes) 12:35

NOVEMBER

1st	Tuesday	National Slag Association 4(4somes) 1:00
5th	Wednesday	Trenam Simmons et al 8 (4somes) 1:03
7th	Monday	Westinghouse 2 (4somes) -1:30
8th	Tuesday	Westinghouse 2 (4somes) 1:30
10th	Thursday	Nat'l Assn. Photographic Manu. 3 (small tourney) 1:30
12th	Saturday	Thomas Associates, 2 (4somes) 8:35

DECEMBER

2nd	Friday	Lamson & Session 3 (4somes) 1:00
12th	Monday	Nekoosa Packaging 12 (4somes) 1:00

JANUARY

12th	Thursday	Amer. Assoc. of Finance & Acctg 5 (4somes) Afternoon
14th	Saturday	Amer. Assoc. of Finance & Acctg 5 (4somes) Afternoon
20th	Friday	Associated Gen Contractors 4 (4somes) 1:00
24th	Tuesday	Weyerhauser Paper Company 11 (4somes) Afternoon

ARVIDA LONGBOAT KEY CLUB DEVELOPMENT PLAN

LAND USE ALLOCATION

OCTOBER 1975

*cc Chase
5/19/92*

Recreation and Open Space

	<u>(Acreage)</u>	<u>%</u>
Golf Course	136.8 Ac. ✓	45%
Open Space & Buffer	7.7 Ac. ✓	2%
Tennis Courts, Yacht Club & Marina	11.6 Ac. ✓	4%
	<hr/>	<hr/>
TOTAL RECREATION AND OPEN SPACE	156.1 Ac.	51%

Residential

Multi-Family			
Tract "F"	7.9 Ac.		
Tract "E"	<u>12.5 Ac.</u>		
	20.4 Ac.	7%	
Tract "C"	16.0 Ac.		
Tract "B"	55.1 Ac.		
Tract "A"	19.6 Ac.		
Tract "D"	<u>6.3 Ac.</u>		
	97.0 Ac.	32%	
	<hr/>	<hr/>	
TOTAL RESIDENTIAL	117.4 Ac.	39%	

Commercial Area

Commercial Village	10.2 Ac.	3%
Commercial Offices	5.0 Ac.	2%
	<hr/>	<hr/>
TOTAL COMMERCIAL AREA	15.2 Ac.	5%

Road Right-of-Way

Roads	15.6 Ac.	5%
	<hr/>	<hr/>
TOTAL ROAD RIGHT-OF-WAY	15.6 Ac. ✓	5%
	<hr/>	<hr/>
TOTAL ACREAGE IN PLAN	304.3 Ac.	100%

Exhibit "D"

ARVIDA LONGBOAT KEY CLUB DEVELOPMENT PLAN
 OCTOBER 1975
 PAGE TWO

Summary of Land Use By Category

Recreation and Open Space	156.1 Ac.	51%
Residential	117.4 Ac.	39%
Commercial Area	15.2 Ac.	5%
Road Right-of-Way	15.6 Ac.	5%
	<hr/>	<hr/>
*** TOTAL	304.3 Ac.	100%

Residential Unit/Density Data

Multi-Family Tracts "E" & "F"	229 230 Units (20.4 @ 11.3 DU/Ac.)
Multi-Family Tracts "A", "B", "C"	1532 Units (90.7 @ 16.9 DU/Ac.)
Tract "D"	63 Units (6.3 @ 10 DU/Ac.)
	<hr/>
**** TOTAL	1825 1824 Units

* 266 Acres west of Gulf of Mexico Drive fronting on Gulf of Mexico.
 ** 38.3 Acres east of Gulf of Mexico Drive on Sarasota Bay.
 *** 304.3 Acres Total Development

**** Density 304.3 Acres @ 6 units per acre, in accordance with
 Gulf Planned Development Zoning = 1825 units total.
 1724

Summary of Land Use By Category

Recreation and Open Space	156.1 Ac.	51%
Residential	117.4 Ac.	39%
Commercial Area	15.2 Ac.	5%
Road Right-of-Way	15.6 Ac.	5%
	<hr/>	<hr/>
**** TOTAL	304.3 Ac.	100%

Residential Unit/Density Data

Multi-Family Tracts "E" & "F"	229 Units (20.4 @ 11.3 DU/Ac.)
Multi-Family Tracts "A", "B", "C"	1532 Units (90.7 @ 16.9 DU/Ac.)
Tract "D"	63 Units (6.3 @ 10 DU/Ac.)
	<hr/>
**** TOTAL	1824 Units

* 266 Acres west of Gulf of Mexico Drive fronting on Gulf of Mexico.
 ** 38.3 Acres east of Gulf of Mexico Drive on Sarasota Bay.
 *** 304.3 Acres Total Development

**** Density 304.3 Acres @ 6 units per acre, in accordance with Gulf Planned Development Zoning = 1824 units total.

cc. Hooper
10/10/91

1700
250

090841

RESOLUTION NO. 89-33

A RESOLUTION AMENDING THE OUTLINE DEVELOPMENT PLAN
AND LAND INTENSITY SCHEDULE FOR PARCEL HR-"C"
SABAL COVE SUBDIVISION, IN THE
BAY ISLES PLANNED DEVELOPMENT (PD) DISTRICT

WHEREAS, the Town of Longboat Key has adopted Resolution No. 75-27 approving the Outline Development Plan (the "Plan") for Arvida/JMB Partners' Bay Isles Planned Development (PD) District; and

WHEREAS, such Plan has been amended from time to time by Resolutions adopted by this Commission, which amendments include Resolution No. 85-28 approving an amended Land Intensity Schedule for Bay Isles in the PD District; and

WHEREAS, Arvida/JMB Partners, Inc., as fee simple owner has requested an amendment to the Outline Development Plan and the Land Intensity Schedule to change the density in Tract HR-"C" in the Bay Isles PD District; and

WHEREAS, the Planning and Zoning Board has reviewed the proposed amendment and has recommended approval of the change with conditions; and

WHEREAS, the Town and the applicant are desirous of further amending Resolution No. 75-27 and Resolution No. 85-28 as hereinafter provided; and

WHEREAS, the Town Commission has found this Amendment to be consistent with the objectives of planned unit development;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Outline Development Plan Amendment and the Land Intensity Schedule for Bay Isles in the PD Zoning District are hereby adopted with conditions as set forth on Exhibit "A" attached hereto and made a part hereof.

Section 2. Except as herein modified an amended, the conditions of Resolution No. 75-27 and Resolution No. 85-28, as previously amended, shall remain in full force and effect.

002164
OR BOOK
001096
PAGE

RETURN TO:
TOWN CLERK
TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

SIDELET
5-29-90

89-33

Section 3. This Resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 12th day of September, 1989.

MAYOR

A. Kent Wrayburg

ATTEST:

Patrizia L. Arends
TOWN CLERK

PATRIZIA L. ARENDS
Notary Public, State of Florida at Large
My Commission Expires March 31, 1991

Attached: Exhibit A
Consent of Developer

002164
OR BOOK

001097
PAGE

RETURN TO:
TOWN CLERK
TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

89-33

RESOLUTION NO. 89-33 (CONTINUED)

CONSENT OF DEVELOPER

The undersigned, ARVIDA/JMB PARTNERS, does hereby approve and assent to the terms, conditions, and provisions of the foregoing resolution and does further acknowledge that the same is binding upon them and their successors and assigns in the manner hereinabove set forth.

ARVIDA/JMB PARTNERS, a Florida
General Partnership

By: ARVIDA/JMB MANAGERS, INC.,
an Illinois Corporation,
as General Partner, INC.

By: Robert Wilhelm
Title: Vice Pres.
Dated: October 4, 1989

Attest:

Betty L. Ripley

RETURN TO:
TOWN CLERK
TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

RECORDED IN OFFICIAL
RECORDS
RECORDED & VERIFIED BY
NOV 6 3 38 PM '89
AARON L. RUSHING
CLERK OF COUNTY OF
SANTA ROSA COUNTY, FL

002164
OR BOOK
001099
PAGE

EXHIBIT "A"
RESOLUTION NO. 89-33
CONDITIONS REQUISITE FOR APPROVAL
OUTLINE DEVELOPMENT PLAN AMENDMENT
"SABAL COVE SUBDIVISION"

1. All applicable provisions of Resolution No. 75-27 and as subsequently amended, shall be adhered to.

2. The Planned Development Land Intensity Schedule shall be updated to reflect the above referenced outline development plan amendment. A revised schedule shall be submitted and approved by the Town's Planning Department and 25 copies of the approved schedule shall be furnished to the Planning Department prior to issuance of a building permit.

3. Deviations from the Town's subdivision regulations requested by the preliminary plat application which require Outline Development Plan amendment(s) are approved except as provided herein.

4. All zoning regulations under R-3SF are applicable except for the following deviations:

1. Minimum side yard setback reduced from 25 feet/10 feet to 20 feet/10 feet
2. Minimum lot width reduced from 100' to 66'
3. Minimum rear yard setback from 25' to 20'
4. Maximum building coverage from 25% to 30%

5. Approval of the proposed Outline Development Plan Amendment shall be subject to payment of all staff review charges.

002164
OR BOOK

001098
PAGE

RETURN TO:
TOWN CLERK
TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

89-33

BOOK 4 PAGE 480

RESOLUTION 90-05

A RESOLUTION DENYING A PROPOSED AMENDMENT TO THE OUTLINE DEVELOPMENT PLAN AND LAND INTENSITY SCHEDULE FOR LONGBOAT KEY CLUB PLANNED DEVELOPMENT (PD) ZONING DISTRICT LONGBOAT KEY YACHT CLUB AND MARINA (PD PARCELS "O" AND "P")

WHEREAS, the Town of Longboat Key has adopted Resolution No. 75-27 approving the Outline Development Plan for the PD District; and

WHEREAS, the Town of Longboat Key has adopted Resolution No. 81-13 approving an amended Land Intensity Schedule for Bay Isles in the PD Zoning District which has been further amended by the Town Commission from time to time; and

WHEREAS, Longboat Key Marina Associates, Ltd. has requested an amendment to the Outline Development Plan and the Land Intensity Schedule to add a Yacht Club as an alternative permissible use for Parcel "O" (Marina Village Tract), to revise Land Intensity Schedule acreage figures, and to set certain zoning standards in the PD District; and

WHEREAS, the Planning and Zoning Board has reviewed the proposed amendment and has recommended denial of the amendment based upon certain findings; and

WHEREAS, the Town Commission has received the proposed amendment, considered the recommendation of the Planning and Zoning Board, Staff recommendations, public comment and all input provided by the applicant.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Town Commission makes the following conclusions and findings of fact:

- A. The amendment proposing a Yacht Club on Parcel "O" is not consistent with the statement of objectives of the planned unit development because it does not ensure adequate standards relating to the public comfort, order, convenience and general welfare in the use and occupancy of buildings and facilities; and
- B. The physical design of the Yacht Club in the amended plan does not make adequate provision or provide adequate control over vehicular traffic and parking.

Indexed
6-1-90

BOOK 5 PAGE 7

90-05

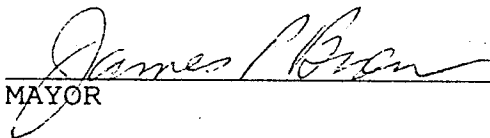
- C. There is an adverse relationship between the Yacht Club proposed in the amended plan and the neighborhood in which it is proposed to be established.
- D. The amendment does not provide for an effective and unified treatment of the development possibilities on the project site by making appropriate provision for the preservation of scenic features and amenities of the site and the surrounding areas.
- E. The amendment proposing a Yacht Club use will not harmonize with existing and proposed development in the area surrounding the project site.

Section 2. The Outline Development Plan and Land Intensity Schedule Amendment for Parcels "O" and "P" in Bay Isles in the PD Zoning District are hereby denied because the proposed amendment fails to meet one or more of the criteria set forth in Section 158.067(D)(3) for the reasons set forth in the conclusions and findings of fact set forth above.

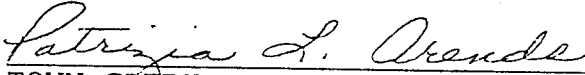
Section 3. Except as herein modified and amended, the conditions of Resolution No. 75-27 and Resolution No. 81-13, as previously amended, shall remain in full force and effect.

Section 4. This Resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 17th day of MAY, 1990.


MAYOR

ATTEST:


TOWN CLERK

dht:lbk:90-05.res

2

BOOK 5 PAGE 6

90-05

31.00 Rec
3.00 Trust

RESOLUTION NO. 89-18

A RESOLUTION AMENDING THE OUTLINE DEVELOPMENT PLAN AND LAND INTENSITY SCHEDULE FOR PARCELS MF-"H", MF-"K" AND HR-"B", MANCHESTER SUBDIVISION, IN THE BAY ISLES PLANNED DEVELOPMENT (PD) DISTRICT

WHEREAS, the Town of Longboat Key has adopted Resolution No. 75-27 approving the Outline Development Plan (the "Plan") for Arvida/JMB Partners' Bay Isles Planned Development (PD) District; and

WHEREAS, such Plan has been amended from time to time by Resolutions adopted by this Commission, which amendments include Resolution No. 85-28 approving an amended Land Intensity Schedule for Bay Isles in the PD District; and

WHEREAS, Diamond-Carver, Inc. has requested an amendment to the Outline Development Plan and the Land Intensity Schedule to change the density in Tracts MF-"H", MF-"K" and HR-"B" in the Bay Isles PD District; and

WHEREAS, Arvida/JMB Partners, Inc., as fee simple owner of the subject properties, consents to the filing of the above-referenced application; and

WHEREAS, the Planning and Zoning Board has reviewed the proposed amendment and has recommended approval of the change with conditions; and

WHEREAS, the Town and the applicant are desirous of further amending Resolution No. 75-27 and Resolution No. 85-28 as hereinafter provided; and

WHEREAS, the Town Commission has found this Amendment to be consistent with the objectives of planned unit development;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Outline Development Plan Amendment and the Land Intensity Schedule for Bay Isles in the PD Zoning District are hereby adopted with conditions as set forth on Exhibit "A" attached hereto and made a part hereof.

Section 2. Except as herein modified an amended, the conditions of Resolution No. 75-27 and Resolution No. 85-28, as previously amended, shall remain in full force and effect.

RETURN TO: ✓
TOWN CLERK /o TOWN HALL
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

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OR BOOK

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Section 3. This Resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 17th day of May, 1989.

A. Hank Wuyfj
MAYOR

ATTEST:

Patrizia L. Arends
TOWN CLERK

PATRIZIA L. ARENDS
Notary Public, State of Florida at Large
My Commission Expires March 31, 1991

CONSENT OF DEVELOPER

The undersigned, DIAMOND-CARVER, INC., does hereby approve and assent to the terms, conditions, and provisions of the foregoing resolution and does further acknowledge that the same is binding upon them and their successors and assigns in the manner hereinabove set forth.

DIAMOND-CARVER, INC.

BY: SEE ATTACHED

TITLE: _____

ATTEST:

RETURN TO:
TOWN CLERK
TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

BOOK 4 PAGE 456

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OR BOOK

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PAGE

59-18

Section 3. This Resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 17th day of May, 1989.

A. Hank Wuyby
MAYOR

ATTEST:

Patricia L. Crends
TOWN CLERK

CONSENT OF DEVELOPER

The undersigned, DIAMOND-CARVER, INC., does hereby approve and assent to the terms, conditions, and provisions of the foregoing resolution and does further acknowledge that the same is binding upon them and their successors and assigns in the manner hereinabove set forth.

DIAMOND-CARVER, INC.

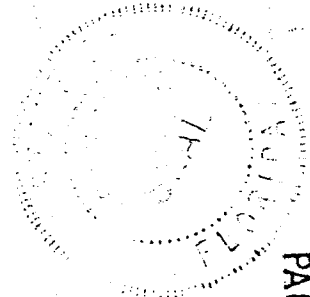
BY:

[Signature]
PRES

TITLE:

ATTEST:

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Asst. Sec.



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RETURN TO:
TOWN CLERK
TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

EXHIBIT "A"
RESOLUTION NO. 89-18
CONDITIONS REQUISITE FOR APPROVAL
OUTLINE DEVELOPMENT PLAN AMENDMENT
"MANCHESTER SUBDIVISION"

1. All applicable provisions of Resolution No. 75-27 and as subsequently amended, shall be adhered to.
2. The emergency vehicle/sidewalk access easement connecting Fair Oaks Lane to Bayou Circle shall be at least eight feet wide and shall be shown on the the Preliminary Plat (Sheet 8), and corrected on the Plat of Boundary Survey (Sheet 3), and resubmitted for approval by the Planning and Public Works Department prior to the issuance of a building permit.
3. Deviations from the Town's subdivision regulations requested by the preliminary plat application which require Outline Development Plan amendment(s) are approved except as provided herein.
4. The Planned Development Land Intensity Schedule shall be updated to reflect the above referenced outline development plan amendment to change the land use on Tracts MF-"H", MF-"K", and HR-"B" to single family residential and to reduce the combined allowable density on the three Tracts to 2.98 units per acre. A revised schedule shall be submitted and approved by the Town's Planning Department and 25 copies of the approved schedule shall be furnished to the Planning Department prior to issuance of a building permit.
5. Approval of the proposed Outline Development Plan Amendment shall be subject to payment of all staff review charges.

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RETURN TO:
TOWN CLERK
TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

-3-

BOOK 4 PAGE 455

89-18

RESOLUTION NO. 89-18 (CONTINUED)

CONSENT OF OWNER

The undersigned ARVIDA/JMB PARTNERS, a Florida General Partnership, does hereby approve, consent and agree to the terms, conditions and provisions of the foregoing Resolution and does further acknowledged and agree that the same is binding upon them and their successors and assigns in the manner hereinabove set forth.

ARVIDA/JMB PARTNERS, a Florida General Partnership

By: ARVIDA/JMB MANAGERS, INC.,
an Illinois Corporation,
as General Partner

By: Robert Wilhelm

Title: Vice President

Dated: June 13, 1989

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RETURN TO:
TOWN CLERK
TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

JUN 28 1989
RECORDS SECTION
TOWN OF LONGBOAT KEY

BOOK 4 PAGE 455-A

RESOLUTION 89-16

WHEREAS, the Town of Longboat Key has adopted Resolution 75-27 approving the Outline Development Plan for Arvida Corporation's Bay Isles (PD District); and

WHEREAS, the Town has subsequently amended Resolution 75-27 including the adoption of Resolution 81-13, which, among other things, adopted a revised development schedule and required Arvida to file annual supplemental development schedules; and

WHEREAS, the Planning and Zoning Board has recommended approval of the revised schedule submitted in November of 1988; and

WHEREAS, the Town Commission has considered the amended development schedule and has considered the factors affecting the development of projects in the PD District and the Town wishes to amend the schedule, subject to the consent of the developer;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY THAT:

Section 1. Section 1 of Resolution 81-13 is hereby amended to read as follows:

A. Applications for final approval of projects shall be filed as follows:

1989

1. Marina Village Parcel - 2.80 Acres (commercial)
2. Parcel HR "C" - 19.05 Acres
3. Parcels MF "K", MF "H", and HR "B"
4. Office Building, Town Plaza Tract 6 (3.0 Acres)

1989-1992

Harbourside Clubhouse

1990-1994

1. Office Building, Town Plaza Tract 6 (2.5 Acres)
2. Parcel HR "A"

B. Arvida/JMB Partners agrees that upon receiving approval of any application for final approval, it will proceed in an orderly manner to construct and complete the improvements contemplated thereby, although some developments may be accomplished in more than one section or phase.

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BOOK 4 PAGE 452 *INDEXED* 7-5-89 89-16

*13-00 Key
2-00 Arvida*

RETURN TO: TOWN CLERK, TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

C. In addition to filing the foregoing amended development schedule, Arvida/JMB Partners has agreed to file a supplemental schedule annually hereafter which will reflect any changes that occur by reason of market conditions or other factors affecting the development schedule for approval of the Town Commission.

Section 2. Except as herein modified and amended, the conditions of Resolution No. 75-27, 81-13 and all other relevant Resolutions shall continue and be adhered to and satisfied.

PASSED at a meeting of the Town Commission of the Town of Longboat Key this 17th day of May, 1989.

A. H. Whyte
Mayor

Attest:

Patrizia L. Arends
Town Clerk

PATRIZIA L. ARENDS
Notary Public, State of Florida at Large
My Commission Expires March 31, 1991

CONSENT OF DEVELOPER

Arvida/JMB Partners, hereinabove referred to as Applicant, does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and does further acknowledge that the same is binding upon it and its successors or assigns in the manner hereinabove set forth.

ARVIDA/JMB PARTNERS, a Florida
General Partnership

By: ARVIDA/JMB MANAGERS, INC.
General Partner

By SEE ATTACHED
As

Attest:

Assistant Secretary

RETURN TO: TOWN CLERK
TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

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89-16

BOOK 4 PAGE 451

C. In addition to filing the foregoing amended development schedule, Arvida/JMB Partners has agreed to file a supplemental schedule annually hereafter which will reflect any changes that occur by reason of market conditions or other factors affecting the development schedule for approval of the Town Commission.

Section 2. Except as herein modified and amended, the conditions of Resolution No. 75-27, 81-13 and all other relevant Resolutions shall continue and be adhered to and satisfied.

PASSED at a meeting of the Town Commission of the Town of Longboat Key this 17th day of May, 1989.

A. H. Whyte
Mayor

Attest:

Patricia L. Arends
Town Clerk

CONSENT OF DEVELOPER

Arvida/JMB Partners, hereinabove referred to as Applicant, does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and does further acknowledge that the same is binding upon it and its successors or assigns in the manner hereinabove set forth.

ARVIDA/JMB PARTNERS, a Florida General Partnership

By: ARVIDA/JMB MANAGERS, INC.
General Partner

By Robert Wilhelm
As

Attest:

Elizabeth L. Glenn
Assistant Secretary

RETURN TO: TOWN CLERK, TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY, FL 34228

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RESOLUTION 88-10

873717

A RESOLUTION AMENDING THE OUTLINE
DEVELOPMENT PLAN AND LAND INTENSITY
SCHEDULE FOR BAY ISLES CIVIC
& COMMERCIAL CENTER

WHEREAS, the Town of Longboat Key has adopted Resolution No. 75-27 approving the Outline Development Plan for Arvida Corporation's Bay Isles Planned Development (PD), and

WHEREAS, the Planning and Zoning Board has reviewed the proposed amendment and has recommended approval of the changes with conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Outline Development Plan and the Land Intensity Schedule for Bay Isles Civic & Commercial Center in the Bay Isles Planned Development Zoning District (PD) are hereby amended with conditions as set forth on Exhibit "A" attached hereto and made a part hereof.

Section 2. Except as herein modified and amended, the conditions of Resolution No. 75-27, as previously amended, shall remain in full force and effect.

Section 3. This resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 7th day of March 1988.

Catherine J. Kneel
MAYOR

ATTEST:

Indefinite
7-7-89

Patrizia L. Arends
TOWN CLERK

PATRIZIA L. ARENDS
Notary Public, State of Florida-at Large
My Commission Expires March 31, 1991

RETURN TO: TOWN CLERK
TOWN HALL - TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

BOOK 4 PAGE 328

BOOK 2022 PAGE 2969

O.R. 2022 PG 2969

99-17

RESOLUTION 88-10
CONSENT OF DEVELOPER

Arvida/JMB Partners does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and does further acknowledge that the same is binding upon it and its successors and assigns in the manner hereinabove set forth.

ARVIDA/JMB PARTNERS,
A FLORIDA GENERAL
PARTNERSHIP

By ARVIDA/JMB MANAGERS,
INC., an Illinois Corporation,
as General Partner

By: Robert Wilhelm
As Vice-President

O.R. 2022 PG 2970

ATTEST:

Alvin Willis
Assistant Secretary

EXHIBIT "A"
CONDITIONS REQUISITE FOR APPROVAL

1. All applicable provisions of Resolution No. 75-27, and as subsequently amended, shall be adhered to.

2. An up-to-date revised Land Intensity Schedule shall be submitted to the Planning Department for approval prior to the issuance of any additional building permits for sites within the Bay Isles Civic & Commercial Center.

3. The word "RESTAURANT" shall be deleted from The Town Plaza Concept Plan and the phrase "Commercial/" shall be deleted from the "GROSS BUILDING AREAS" table on Sheet 4.

RETURN TO: TOWN CLERK
TOWN HALL - TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

BOOK 4 PAGE 327

BOOK 2022 PAGE 2970

4. That portion of the pedestrian plaza off the Northern Trust Bank site connecting the northeast corner of the building to the "Village Corner" shall be constructed in accordance with the Outline Development Plan, as amended, for the Bay Isles Civic & Commercial Center prior to the issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy (C.O.), if the former has not been issued, for Buildings F, G, or the "Civic Grove."

5. The development schedule contained in the application package shall not be deemed to require the issuance of building permits on or before the dates listed in the second letter dated January 29, 1988 from Herman Tom.

6. Approval of the proposed Outline Development Plan amendment shall be subject to payment of all staff review charges.

7. The provisions of the Outline Development Plan application dated January 28, 1988 and received February 16, 1988 with accompanying Exhibit "B" for the subject property shall be complied with unless waived or modified by the above conditions or by written agreement between the Town and the applicant or amended pursuant to the Code.

RETURN TO: TOWN CLERK
TOWN HALL - TOWN OF LONGBOAT KEY
501 BAY ISLES ROAD
LONGBOAT KEY, FL 34228

RESOLUTION 88-10

RECORDED IN OFFICIAL
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KAREN L. JOHNSON
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

BOOK 4 PAGE 326

BOOK 2022 PAGE 2971

88-10

The Honorable Lewis Pollock
~~June 30, 1988~~ July 7, 1988 *ktow*
Page 2

c. The current policy is as follows:

Applications for new memberships are divided into two categories: (1) GPD and PD property owners; and (2) owners of Longboat Key properties not located within either PUD. The former are admitted to membership after filing an application and paying the appropriate fees. Applications in the latter category are placed on a membership waiting list at the commencement of each new year. If sufficient attrition has taken place during the previous year, and memberships are determined by the Club to be available, applicants are admitted from the top of the waiting list.

d. A projection indicating when the membership of the Club in the PD District will reach 80% GPD owners and 20% non-owners is, at best, an educated guess. It is doubtful that these ratios will ever be achieved. However, it can safely be said that they will not be achieved by the year 2000.

e. The question of whether or not the Club is being economically operated to full capacity is a matter of concern only to the owner of the Club. The only reference in existing Town records relating to the economic operation of the Club is a proviso in Par. 3A2, Sect. 2, of Resolution No. 81-13, which would permit the owner of the Club, at its option, to admit individuals who do not live within the PUD or the Town limits of the Town of Longboat Key, in the event the Club cannot otherwise be economically operated to full capacity. No such position has been taken by Arvida at the present time.

We trust that the foregoing will fully answer the questions set forth in Resolution No. 88-21.

Yours very truly,

ARVIDA/JMB PARTNERS
By: Arvida/JMB Managers, Inc.
General Partner

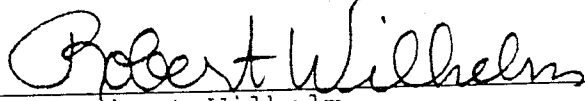

Robert Wilhelm
Vice President

EXHIBIT "A"
RESOLUTION NO. 88-21
CONDITIONS REQUISITE FOR APPROVAL
OUTLINE DEVELOPMENT PLAN AMENDMENT
"COREY'S LANDING"

1. All applicable provisions of Resolution No. 75-27 and as subsequently amended, shall be adhered to.
2. The Planned Development Land Intensity Schedule shall be updated to reflect the above referenced outline development plan amendment. A revised schedule shall be submitted and approved by the Town's Planning Department prior to issuance of a building permit.
3. In order to assure that memberships in the recreational facilities are available to PD district residents, the following information will be provided to the Town within 120 days of the date of the adoption of this resolution.
 - a. A roster of all Club members from the PD district, indicating type of membership shall be available to the Town Officials at the club offices.
 - b. The total number of members which the tennis and golf facilities within the PD district will reasonably accommodate.
 - c. How and when potential new members will be granted membership.
 - d. Projections indicating when the membership of the Club in the PD District will reach the 80% PD resident/20% non-resident membership.
 - e. A statement of whether the Club in the PD is being economically operated to full capacity and if the Club is not being economically operated to full capacity, financial data showing why not and what full capacity is.
4. Approval of the proposed Outline Development Plan Amendment shall be subject to payment of all staff review charges.

A RESOLUTION AMENDING THE OUTLINE DEVELOPMENT PLAN AND LAND INTENSITY SCHEDULE FOR PARCEL MF-"I", COREY'S LANDING IN THE BAY ISLES PLANNED DEVELOPMENT (PD) DISTRICT

O.R. 2046 PG 1321

WHEREAS, the Town of Longboat Key has adopted Resolution 75-27 approving the Outline Development Plan for Bay Isles Planned Development (PD), and

WHEREAS, The Town of Longboat Key has adopted Resolution 85-28 approving an amended Land Intensity Schedule for Bay Isles in the Planned Development (PD), and

WHEREAS, the Arvida/JMB Partners has requested an amendment to the Outline Development Plan and the Land Intensity Schedule to change the density in Parcel MF-"I" in the Bay Isles Planned Development (PD) District, and

WHEREAS, the Planning and Zoning Board has reviewed the proposed amendment and has recommended approval of the changes with conditions.

NOW, THEREFORE, BE IT RESOLVED THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Outline Development Plan and Land Intensity Schedule for Parcel MF-"I" in the Bay Isles Planned Development (PD) District are hereby amended to change the density from 7.5 dwelling units per acre (170 multi-family units) to 3.3 dwelling units per acre (72 one and two-family units), with conditions as set forth on Exhibit "A" attached hereto and made a part hereof.

Section 2. Except as herein modified and amended, the conditions of Resolution 75-27 and Resolution 85-28, as previously amended, shall remain in full force and effect.

Section 3. This resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 6th day of June, 1988.

Indesced

Lewis S. Pollock
MAYOR Lewis S. Pollock

ATTEST :

Patrizia L. Arends
TOWN CLERK

BOOK 4 PAGE 360

BOOK 2046 PAGE 1321-1

PATRIZIA L. ARENDS
Notary Public, State of Florida at Large
My Commission Expires March 31, 1991

20-21

RETURN TO: TOWN CLERK
LONGBOAT KEY TOWN HALL
501 BAY ISLES PK.

RESOLUTION NO. 88-21 (Cont.)

CONSENT OF DEVELOPER

Arvida/JMB Partners and Bowyer & Associates do hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and do further acknowledge that the same is binding upon them and their successors and assigns in the manner hereinabove set forth.

ARVIDA/JMB PARTNERS, A
FLORIDA GENERAL PARTNERSHIP

By ARVIDA/JMB MANAGERS,
INC., an Illinois Corpor-
ation, as General Partner

By: Robert Wilhelm
As Vice-President

ARVIDA/JMB PARTNERS

BOWYER & ASSOCIATES

By: Alan T. Bowyer
As President

BOWYER & ASSOCIATES

ATTEST:

Alan E. Willis
Assistant Secretary

O.R. 2046 PG 1322

RETURN TO: TOWN CLERK

LONGBOAT KEY TOWN HALL

BOOK 4 PAGE 359

BOOK 2046 PAGE 1322

EXHIBIT "A"
RESOLUTION NO. 88-21
CONDITIONS REQUISITE FOR APPROVAL
OUTLINE DEVELOPMENT PLAN AMENDMENT
"COREY'S LANDING"

O.R. 2046 PG 1323

1. All applicable provisions of Resolution No. 75-27 and as subsequently amended, shall be adhered to.

2. The Planned Development Land Intensity Schedule shall be updated to reflect the above referenced outline development plan amendment. A revised schedule shall be submitted and approved by the Town's Planning Department prior to issuance of a building permit.

3. In order to assure that memberships in the recreational facilities are available to PD district residents, the following information will be provided to the Town within 120 days of the date of the adoption of this resolution.

a. A roster of all Club members from the PD district, indicating type of membership shall be available to the Town Officials at the club offices.

b. The total number of members which the tennis and golf facilities within the PD district will reasonably accommodate.

c. How and when potential new members will be granted membership.

d. Projections indicating when the membership of the Club in the PD District will reach the 80% PD resident/20% non-resident membership.

e. A statement of whether the Club in the PD is being economically operated to full capacity and if the Club is not being economically operated to full capacity, financial data showing why not and what full capacity is.

4. Approval of the proposed Outline Development Plan Amendment shall be subject to payment of all staff review charges.

RETURN TO: TOWN CLERK
LONGBOAT KEY TOWN HALL

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CLERK OF SUPERIOR COURT
STATE OF FLORIDA

BOOK 4 PAGE 358

BOOK 2046 PAGE 1323

Arvida Company
595 BAY ISLES ROAD
LONGBOAT KEY, FLORIDA 34228
TELEPHONE (813) 383-9551

ROBERT WILHELM
PRESIDENT
GULF COAST DIVISION

The Honorable Lewis Pollock
Mayor, Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228

July 7, 1988

Ref: Resolution No. 88-21

Dear Mayor Pollock:

Pursuant to the requirements of Par. 3 of the conditions attached to and incorporated in the above numbered Resolution, Arvida/JMB Partners is furnishing herewith the following information, to wit:

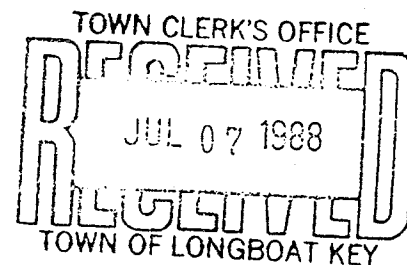
- a. A roster of all Club members from the PD District, indicating the type of membership, is available for examination to authorized Town officials at the Club office.
- b. The total number of golf and tennis members that can be reasonably accommodated within the PD District is subject to many variable factors, such as: The current privilege of all members to use either Islandside or Harbourside facilities; weather conditions; extent of usage by regular members; seasonal nature of regular members; variation of usage by guest play; and other factors. Notwithstanding, our current estimate for this number may be:

825 golf members, plus Inn on the Beach,
social members, and monthly rental play;

700 tennis members, plus Inn on the Beach,
social members, and monthly rental play.

Golf course and tennis court recreation facilities for Longboat Key Club are well above minimum LOS standards for recreation facilities proposed in the new Comprehensive Plan, in which nine holes of golf per 25,000 persons and one tennis court per 5,000 persons are minimum standards. Furthermore, it goes on to state: "The existing supply of recreation facilities will remain in excess of standards through buildout, even at peak season."

BOOK 4 PAGE 357



966027

RESOLUTION 88-41

A RESOLUTION AMENDING THE OUTLINE DEVELOPMENT PLAN AND LAND INTENSITY SCHEDULE FOR PARCEL MF-"B-1B", MARINA BAY, IN THE BAY ISLES PLANNED DEVELOPMENT (PD) DISTRICT, AND AMENDING RESOLUTION NO. 81-13 AMENDING THE BAY ISLES DEVELOPMENT SCHEDULE

WHEREAS, the Town of Longboat Key has adopted Resolution No. 75-27 approving the Outline Development Plan (the "Plan") for Arvida Corporation's Bay Isles Planned Development (PD); and

WHEREAS, such Plan has been amended from time to time by Resolutions adopted by this Commission, which amendments include Resolution 85-28 approving an amended Land Intensity Schedule for Bay Isles in the Planned Development (PD) District; and

WHEREAS, Arvida/JMB Partners has requested an amendment to the Outline Development Plan and the Land Intensity Schedule to change the density in Parcel MF-"B-1B" in the Bay Isles Planned Development (PD) District; and

WHEREAS, the Planning and Zoning Board has reviewed the proposed amendment and has recommended approval of the change with conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Outline Development Plan and the Land Intensity Schedule for Parcel MF-"B-1B" in the Bay Isles Planned Development Zoning District (PD) are hereby amended to change the density from 15.4 dwelling units per acre (114 multifamily units) to 8.12 dwelling units per acre (60 multifamily units), with conditions as set forth on Exhibit "A" attached hereto and made a part hereof.

Section 2. That Section 1 of Resolution No. 81-13, amending Sub-paragraphs (a) through (i) of Paragraph 16 of Resolution No. 75-27, is hereby partially amended and the following schedule of development of Bay Isles amended, to-wit:

6. 1988 MF-B-1B

Existing paragraphs 6-9 are hereby renumbered as 7-10, respectively.

Section 3. Except as herein modified and amended, the conditions of Resolution No. 75-27, as previously amended, shall remain in full force and effect.

modified 6-9-89

88-41

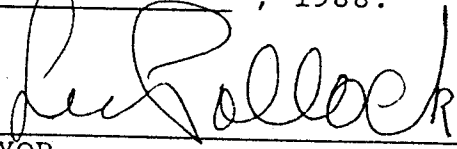
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RETURN TO: TOWN CLERK, TOWN OF LONGBOAT KEY

501 Bay Isles Road
Longboat Key, FL 34228

Section 4. This resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 5th day of December, 1988.



MAYOR

Lewis S. Pollock

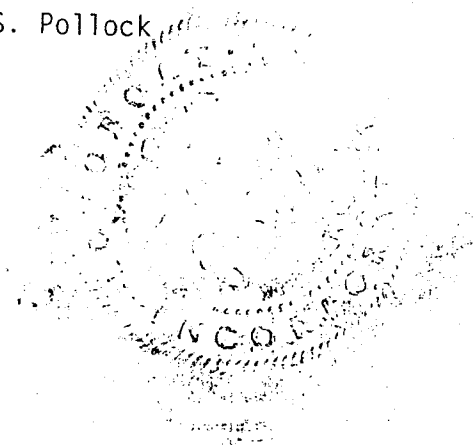
ATTEST:



TOWN CLERK

Patrizia L. Arends

PATRIZIA L. ARENDS
Notary Public, State of Florida at Large
My Commission Expires March 31, 1991



RETURN TO:
TOWN CLERK
TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

OF BOOK 2084
PAGE 1052A

EXHIBIT "A"
RESOLUTION NO. 88-41
CONDITIONS REQUISITE FOR APPROVAL
OUTLINE DEVELOPMENT PLAN AMENDMENT
"MARINA BAY"

1. All applicable provisions of Resolution No. 75-27 and as subsequently amended, shall be adhered to.
2. The Planned Development Land Intensity Schedule shall be updated to reflect the above referenced outline development plan amendment. A revised schedule shall be submitted and approved by the Town's Planning Department and 10 copies of the approved schedule shall be furnished to the Planning Department prior to issuance of a building permit.
3. The required front and side yards for the tennis courts and the required front yard for the pool facilities shall not be less than that indicated on the approved site plan.
4. Approval of the proposed Outline Development Plan Amendment shall be subject to payment of all staff review charges.
5. Approval of the proposed Outline Development Plan Amendment shall be subject to amendment of Resolution No. 81-13, Section 1, to provide that the scheduled year for Bay Isles Parcel MF-"B-1B" to be submitted for final development approval shall be 1988.

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OR BOOK
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PAGE

RETURN TO:
TOWN CLERK, TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

RESOLUTION NO 88-41 (CONTINUED)

CONSENT OF DEVELOPER

Arvida/JMB Partners does hereby approve and assent to the terms, conditions, and provisions of the foregoing resolution and does further acknowledge that the same is binding upon them and their successors and assigns in the manner hereinabove set forth.

ARVIDA/JMB PARTNERS, A
FLORIDA GENERAL PARTNERSHIP

BY ARVIDA/JMB MANAGERS, INC.
AN ILLINOIS CORPORATION, AS
GENERAL PARTNER

By: Robert H. Wilhelm
As Vice-President
ARVIDA/JMB PARTNERS

ATTEST:

[Signature]
TOWN CLERK'S OFFICE
RECEIVED
DEC 12 1988
RECEIVED
TOWN OF LONGBOAT KEY

002084
OR BOOK
RECORDED IN OFFICIAL
RECORDS
RECORD VERIFIED
DEC 19 10 34 AM '88
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

PAGE

001054

RETURN TO:
TOWN CLERK, TOWN OF LONGBOAT KEY
501 Bay Isles Road
Longboat Key, FL 34228

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RESOLUTION NO. 88- 02

O.R. 2004 PG 0022

A RESOLUTION AMENDING THE BAY ISLES (PD) OUTLINE DEVELOPMENT PLAN SET FORTH IN RESOLUTION NO. 75-27 AS AMENDED BY SUBSEQUENT RESOLUTIONS OF THIS COMMISSION BY DELETING THE RIGHT OF FIRST REFUSAL TO PURCHASE THE CLUB FACILITIES GRANTED TO THE TOWN OF LONGBOAT KEY BY ARDC CORPORATION, FORMERLY THE ARVIDA CORPORATION; SUBSTITUTING THEREFOR A NEW RIGHT OF FIRST REFUSAL FROM ARVIDA/JMB PARTNERS; TERMINATING ANY RIGHT THE TOWN MAY HAVE TO EXERCISE THE ARVIDA RIGHT OF FIRST REFUSAL IN CONNECTION WITH THE PROPOSED CONVEYANCE OF THE CLUB FACILITIES BY ARVIDA CORPORATION TO ARVIDA/JMB PARTNERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 75-27 the Town of Longboat Key (the "Town") approved an Outline Development Plan (the "Plan") for the development of a tract of land known as Bay Isles (PD) located within the Town; and

WHEREAS, such Plan has been amended from time to time by resolutions adopted by this Commission, which amendments include Resolution No. 81-13 wherein ARDC Corporation, formerly the Arvida Corporation ("Arvida"), granted the Town a right of first refusal (the "Arvida ROFR") to purchase the Club Facilities located at Bay Isles (the "Club Facilities"); and

WHEREAS, it is proposed that the Club Facilities be conveyed to Arvida/JMB Partners, a Florida general partnership ("JMB"), and both Arvida and JMB have requested that the Town terminate any right the Town may have to exercise the Arvida ROFR in connection with the proposed conveyance in return for the substitution of a new right of first refusal from JMB (the "JMB ROFR") and other good and valuable consideration;

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Longboat Key, Florida that:

SECTION 1. FINDINGS. The Town Commission has found and determined and does hereby declare that:

(a) the Town obtained the Arvida ROFR pursuant to Resolution No. 81-13;

Indelible

✓ Prepared by/Return to:
George A. Dietz, Esq.
P.O. Box 3258
Sarasota, FL. 34230

SEE RECORDED DOCUMENTS IN PVS
FOR LBK CLUB AND BAY ISLES
RECREATIONAL FACILITIES - LEGAL
DESCRIPTIONS

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(b) Arvida proposes to convey the Club Facilities to JMB;

(c) JMB is a reputable business organization with experience in property management and is qualified to operate the Club Facilities; and

(d) provided the Town obtains a new right of first refusal with respect to the Club Facilities from JMB, it is in the Town's best interest to terminate its right of first refusal contained in Resolution No. 81-13.

SECTION 2. SUBSTITUTION OF JMB ROFR. Subject to the provisions of Section 4 hereof, the Outline Development Plan for Bay Isles is hereby amended to delete therefrom subsection 3A4 of Section 2 of Resolution No. 81-13 and to substitute in its stead the JMB ROFR in the form appended hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3. WAIVER OF RIGHT TO EXERCISE ARVIDA ROFR. Subject to the provisions of Section 4 hereof, the Town hereby waives and terminates any right the Town may have to exercise the Arvida ROFR to acquire the Club Facilities in connection with the acquisition of such facilities by JMB.

SECTION 4. EFFECTIVE DATE OF RESOLUTION. The provisions of Section 2 and 3 hereof are conditioned upon the consummation of the conveyance of the Club Facilities to JMB within 90 days from the date hereof, the execution of the JMB ROFR simultaneously therewith, and the delivery to the Town of the executed JMB ROFR within three business days after such execution. Unless and until all such conditions are satisfied, the Arvida ROFR shall remain in full force and effect. In all other respects, this Resolution shall take effect immediately.

SECTION 5. OUTLINE DEVELOPMENT PLAN TO REMAIN IN EFFECT. Except as herein modified and amended, the Outline Development Plan for Bay Isles (PD), as amended from time to time, including Resolutions Nos. 75-27 and 81-13 and all amendments thereto, shall remain in full force and effect.

SECTION 6. AUTHORIZATION TO EXECUTE ACCEPTANCE AND WAIVER. Upon execution and delivery of the JMB ROFR, the Mayor and the Clerk or any Deputy Clerk of the Town are hereby authorized, empowered and directed to execute and deliver to JMB on behalf of the Town the Acceptance appended to this Resolution as a part of Exhibit "A", with such changes and modifications as such officials and JMB may

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approve, such execution to be conclusive evidence of any such approval, and to impress thereon the seal of the Town.

SECTION 7. GOVERNING LAW. This Resolution is adopted and the Acceptance shall be executed with the intent that the laws of the State of Florida shall govern their construction.

SECTION 8. RECORDATION. This Resolution and the attached Consent and Agreement and all exhibits hereto shall be duly recorded in the public records of Sarasota County, Florida promptly after the due execution and delivery of such documents by all parties thereto.

PASSED AND ADOPTED by the Town Commission of the Town of Longboat Key at a duly called meeting this 4th day of January, 1988.

Arthur S. Arnold
Mayor, Town of Longboat Key

ATTEST:

Patricia L. Orndorff
Town Clerk

(SEAL)

O.R. 2004 PG

0024

CONSENT AND AGREEMENT - BAY ISLES (PD)

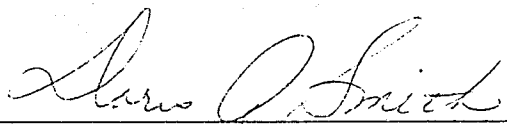
1. CONSENT TO RESOLUTION. ARDC Corporation ("ARDC") and Arvida/JMB Partners ("JMB") hereby consent to the terms, conditions and provisions of the foregoing Resolution of the Town Commission of the Town of Longboat Key.

2. JMB COVENANT. JMB covenants and agrees to execute the JMB ROFR appended to the Resolution as Exhibit "A" simultaneously with the conveyance of title to the Club Facilities to JMB and to deliver such ROFR to the Town within three business days thereafter.

3. JMB ACKNOWLEDGMENTS. JMB acknowledges that during the time JMB holds title to the Club Facilities, the Outline Development Plan (PD) for Bay Isles, as amended, including without limitation Resolution Nos. 75-27 and 81-13 and all amendments thereto, the Town Code of Ordinances, and all applicable easements and restrictions of record, will be binding upon JMB, whether or not the Town ever exercises the JMB ROFR.


4. ARDC COVENANT. In the event ARDC conveys the Club Facilities to JMB subject to a purchase money mortgage and thereafter reacquires title thereto as a result of a foreclosure, deed-in-lieu of foreclosure or otherwise, ARDC will promptly execute and deliver a right of first refusal to the Town with respect to the Club Facilities, which right of first refusal shall be identical in form to Exhibit "A" appended to this Resolution.

ATTEST:



Assistant Secretary

ARDC CORPORATION
(formerly known as Arvida Corporation)

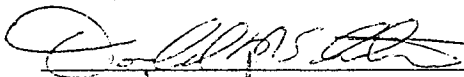
By: 

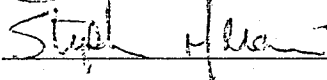
Vice President

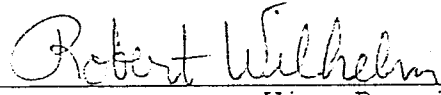
ARVIDA/JMB PARTNERS,
a Florida general partnership

By: Arvida/JMB Managers, Inc.,
General Partner

WITNESSES:





By: 

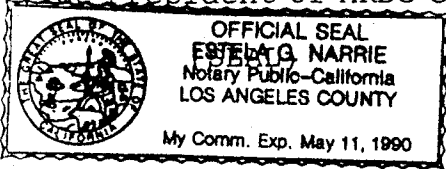
Vice President

O.R. 2004 PG 0025

STATE OF CALIFORNIA

COUNTY OF Los Angeles

The foregoing Consent and Agreement was acknowledged before me this 31st day of ~~January~~ December, 1988 by Jim Richmond, Vice President of ARDC Corporation, on behalf of said corporation.



Estel G. Narris
Notary Public, State of California
at Large

My Commission Expires:

5/11/90

O.R. 2004 PG 0026

STATE OF FLORIDA

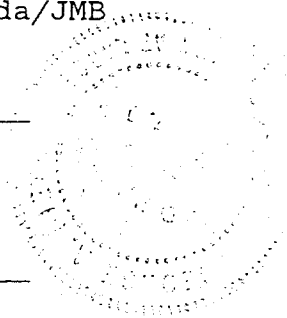
COUNTY OF Sarasota

The foregoing Consent and Agreement was acknowledged before me this 4th day of January, 1988 by Robert Wilhelm, Vice President of Arvida/JMB Managers, Inc., an Illinois corporation, on behalf of and as a general partner of Arvida/JMB Partners, a Florida general partnership.

(SEAL)

George A. [Signature]
Notary Public, State of Florida
at Large

Notary Public, State of Florida at Large
My Commission Expires Sept. 11, 1991



My Commission Expires:

EXHIBIT A TO RESOLUTION

RIGHT OF FIRST REFUSAL - BAY ISLES (PD)

This Right of First Refusal (the "ROFR") is granted by Arvida/JMB Partners, a Florida general partnership ("JMB") to the Town of Longboat Key, a Florida municipal corporation (the "Town").

WHEREAS, simultaneously with the grant of this ROFR JMB has acquired title to the Club Facilities (as defined in Section 2 hereof) located in Longboat Key, Florida; and

WHEREAS, pursuant to Resolution No. 81-13 passed and adopted by the Town Commission (the "Commission"), the Town was given a right of first refusal by Arvida Corporation ("Arvida") to purchase the Club Facilities (the "Arvida ROFR"); and

WHEREAS, in order to induce the Town to terminate its right to exercise the Arvida ROFR, JMB has agreed to grant this right of first refusal to the Town;

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, JMB hereby grants the following right of first refusal to the Town:

Section 1. GRANT OF RIGHT OF FIRST REFUSAL. JMB hereby grants to the Town this right of first refusal to purchase the Club Facilities at the same price and on the same terms that JMB proposes to accept in connection with a sale of the Club Facilities to a third party, upon and subject to the terms and conditions hereinafter set forth.

Section 2. CLUB FACILITIES DEFINED. For all purposes herein, the term "Club Facilities" shall mean the real property located at Bay Isles in the Town of Longboat Key, Sarasota County, Florida, more particularly described in Exhibit "A" appended hereto and incorporated herein by reference, together with all buildings, structures, improvements, equipment, easements, appurtenances and furnishings owned by JMB and now or hereafter located thereon or used in connection therewith.

Prepared by and Return to:
John I. Van Voris, Esq.
Shackleford, Farrior, Stallings &
Evans, Professional Association
P. O. Box 3324
Tampa, Florida 33601

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0027

Section 3. SALE NOTICE. Prior to selling the Club Facilities to a third party that does not control or is not controlled by or under common control with JMB or JMB Realty Corporation, JMB shall give the Town written notice (the "Sale Notice") of the proposed terms of sale, which shall include a statement of the proposed sale price and terms of payment. The Sale Notice shall be accompanied by a bona fide letter of intent (which may be non-binding) or contract with such third party and shall be delivered in the manner provided in Section 17. Within 120 days (the "Election Period") from the date the Town receives the Sale Notice, the Town may elect (by delivering written notice to JMB) to purchase the Club Facilities at the same price and on the same terms and conditions set forth therein. If, during the Election Period, JMB and such third party agree to change the terms of the proposed sale in any respect that in the aggregate is materially more advantageous to the purchaser, then JMB shall promptly give the Town an amended Sale Notice setting forth the revised price and terms and the Election Period shall be extended by the number of days between the date of delivery of the original Sale Notice and the amended Sale Notice, not to exceed 30 days.

Section 4. FAILURE TO EXERCISE. In the event the Town fails to exercise its right to purchase the Club Facilities within the Election Period, JMB may, within 150 days thereafter (the "Closing Period"), consummate the sale to the third party named in the Sale Notice (or an entity controlling, controlled by or under common control with such third party) at a price and on terms that are the same or not in the aggregate materially more advantageous to the purchaser than those contained in the Sale Notice, in which event this ROFR shall expire and all rights granted to the Town hereunder shall terminate and be forever discharged. If, after the expiration of the Election Period and prior to the expiration of the Closing Period, JMB and such third party agree to change the terms of the proposed sale in any respect that in the aggregate is materially more advantageous to the purchaser, then JMB shall promptly give the Town an amended Sale Notice setting forth the revised price and terms and the Town shall thereupon have a renewed right to purchase the Club Facilities for a 30-day period at the revised price and terms. In the event the Town fails to exercise its right to purchase the Club Facilities within such 30-day period, JMB's Closing Period shall be extended for an additional 30 days beyond the date the Closing Period would otherwise have expired. In the event the third party sale contemplated by the Sale Notice is not consummated within the Closing Period, the ROFR granted herein shall be automatically reinstated. All references to "Sale Notice" throughout this ROFR shall be deemed to include any amendments thereto.

Section 5. ALTERNATIVE PROCEDURE. As an alternative to the procedure set forth in Section 3 above, but only if JMB does not then intend to accept an outstanding third party offer to purchase the Club Facilities, JMB may give the Town a Sale Notice setting forth the price and terms at which it proposes to sell the Club Facilities. In such event, the Town shall have 90 days from the date it receives such Sale Notice to purchase the Club Facilities at the price and terms set forth in the Sale Notice. In the event the Town fails to exercise its right of purchase within such 90-day period and within 150 days after such 90-day period JMB enters into a bona fide letter of intent or contract to sell the Club Facilities to a third party, JMB shall give the Town an amended Sale Notice setting forth the price and terms of such proposed sale and accompanied by a copy of the third party letter of intent (which may be non-binding) or contract. The Town shall thereupon have a renewed right to elect (by giving written notice to JMB) to purchase the Club Facilities for a 30-day period at the same price and on the same terms and conditions set forth in the amended Sale Notice with all other terms and conditions to be the same. In the event the Town fails to exercise its right to purchase the Club Facilities within such 30-day period, the provisions of Section 4 hereof shall govern, with the understanding that the "Election Period" referred to in the first sentence of Section 4 shall, for such purpose, be such 30-day period. In the event JMB does not enter into a bona fide letter of intent or contract to sell the Club Facilities to a third party within such 150-day period, the ROFR granted herein shall be automatically reinstated.

Section 6. EXERCISE OF ROFR. In the event the Town elects to exercise the ROFR granted herein, it shall notify JMB in writing within the applicable time period set forth herein and in the manner provided in Section 17 hereof. The parties shall close the sale within 30 days thereafter. If such closing fails to occur due to the Town's default, then, without limitation on JMB's other rights and remedies, this ROFR shall terminate and be forever discharged.

Section 7. CLOSING. Subject to the time limitations set forth above, the closing shall take place at a date, time and location in Sarasota County, Florida reasonably acceptable to both parties. At the closing, the following terms and conditions shall apply (except to the extent otherwise provided in the Sale Notice):

(a) CONVEYANCE. JMB shall deliver a special warranty deed covering the Club Facilities, subject to all matters of record.

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(b) TITLE INSURANCE. JMB, at its expense, will deliver to the Town a title insurance policy in an amount equal to the full purchase price insuring the title to the Club Facilities. The identity of the title insurer and the title exceptions listed in Schedule B of such title policy shall be subject to the reasonable approval of the Town. In the event such title exceptions are not reasonably acceptable to the Town, it may elect not to close the purchase.

(c) PRORATIONS. Operating income, membership dues, operating expenses and ad valorem taxes shall be prorated to the closing date on a calendar day basis.

(d) CLOSING COSTS. Each party will bear its own attorneys' fees incurred in connection with the closing. JMB will pay the cost of recording the deed and documentary stamps, if any, to be affixed thereto. If a purchase money note and mortgage are to be provided, all documentary stamps, intangible taxes and recording taxes, if any, associated therewith shall be paid by the Town.

In the event the terms of the purchase established in the Sale Notice call for the delivery of an installment purchase note (the "Installment Note") secured by a mortgage encumbering the Club Facilities, the Town shall cause a written opinion from its counsel to be delivered to JMB at least 10 days prior to closing as to whether the Town may lawfully incur such mortgage indebtedness without holding a bond referendum. Unless such opinion states, in a form reasonably satisfactory to JMB, that the Town may lawfully incur such mortgaged indebtedness without holding a bond referendum, the Town shall pay all cash at closing instead of delivering an Installment Note. In such event, the purchase price shall be adjusted to the following amount: the aggregate present value of all payments (including interest) to be made under the terms of the proposed sale, with the present value of each particular payment to be computed using a discount rate equal to the "Adjusted Treasury Rate."

As used above, "Adjusted Treasury Rate" shall mean 1% plus the then-current yield to maturity of U.S. Treasury Notes with a maturity date as close as possible to the weighted average maturity date of all principal payments that would have been paid pursuant to the proposed sale.

Notwithstanding the foregoing, in the event the Installment Note authorizes prepayment from inception without penalty, the all-cash purchase price shall be equal to the purchase price set forth in the Sale Notice without any adjustment. In the event the Installment Note authorizes prepayment with or without penalty as of a future date, the

purchase price shall be adjusted in the manner described above and for purposes of calculating the adjustment it will be assumed that the Installment Note will be prepaid at the earliest possible date and any prepayment penalty will be deemed to be an interest payment.

Section 8. PARTIAL SALES. The sale of a tangible portion of the Club Facilities consisting of land and improvements shall be subject to the right of first refusal granted under the terms of this ROFR. However, JMB shall not sell undivided fractional interests in such land and improvements and the remainder of the Club Facilities shall remain subject to this ROFR whether or not the Town elects to exercise its right of purchase hereunder in connection with any such partial sale. JMB agrees that it will not voluntarily sell a portion of the Club Facilities unless JMB secures a covenant for the benefit of the Town from the buyer to the effect that the buyer will continue to operate the Club Facilities following the sale in accordance with Commission Resolutions Nos. 75-27 and 81-13, as amended, and any then existing agreements with the Town relating to the operation of the Club Facilities which are binding on JMB. JMB acknowledges that the Town will not authorize any such partial sale that violates the Town's ordinances.

Section 9. LEASES AND MANAGEMENT CONTRACTS RESTRICTED. During the term of this ROFR, JMB shall not lease the Club Facilities to any person or entity or enter into any contracts with any person or entity to manage such facilities without the prior written consent of the Town Commission (which shall not be unreasonably withheld), except that JMB may enter into leases or management contracts (without such consent) for all or any part of the Club Facilities with entities controlling, controlled by or under common control with JMB or JMB Realty Corporation, provided any such leases and/or management contracts are subject to termination at the election of the Town in the event the Town exercises this ROFR and acquires title to the Club Facilities hereunder. Nothing contained in this Section or elsewhere herein shall prohibit JMB from entering into a sale-leaseback transaction with respect to the Club Facilities, provided such transaction is structured as a financing device and the lessor is required to reconvey the Club Facilities to JMB at the end of the lease term upon payment of a nominal consideration.

Section 10. TRANSFERS TO AFFILIATES; INDIRECT SALES.

(a) Transfers to Affiliates. The transfer of the Club Facilities to a corporation, partnership, or other form of legal entity controlling, controlled by or under common control with JMB or JMB Realty Corporation shall

O.R. 2004 PG 0031

not give rise to the right to exercise the ROFR contained herein. However, the Town shall be notified in writing at least 5 business days prior to any such transfer and this ROFR shall be binding on any such successors or assigns. For purposes of this subsection and all other provisions of this ROFR, the term "control" (including the terms "controlling", "controlled by" and "under common control with") shall have the meaning set forth in Regulation 230.405 promulgated by the Securities and Exchange Commission, to wit, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a corporation, partnership or other form of legal entity, whether through the ownership of voting securities, by contract, or otherwise.

(b) Indirect Sales. Any proposed sale of (i) partnership interests in JMB or (ii) partnership interests, stock or other form of ownership interest in any entity acquiring title to the Club Facilities pursuant to subsection (a) above that was formed for the purposes of circumventing this ROFR, which sale would have substantially the same economic effect as a direct sale of the Club Facilities to an entity which does not control or is not controlled by or under common control with JMB or JMB Realty Corporation shall give rise to the right to exercise the ROFR contained herein. In such event, the purchase price of the Club Facilities shall be determined on an equitable basis, having regard for the economic effect and nature of the proposed transaction which gives rise to the right of exercise. Without limitation on the foregoing, if, after such sale, the owner of the Club Facilities controls or is controlled by or under common control with JMB or JMB Realty Corporation, the ROFR shall not apply. Further, notwithstanding clause (i) above, this ROFR shall not apply to a sale of partnership interests in JMB, whether or not the Club Facilities constitute the principal asset of JMB at the time of sale, unless prior to such sale JMB conveys substantially all of its assets other than the Club Facilities to affiliates of JMB for the purpose of circumventing this ROFR.

Section 11. EQUITY CONVERSION.

(a) Rights of Parties Preserved. JMB has informed the Town that it may at some future time seek to accomplish an equity conversion by conveying the Club Facilities to a not-for-profit corporation and selling membership interests in such entity which incorporate the right to utilize the Club Facilities as members. The

Town has informed JMB that it does not believe JMB has the right to perform an equity conversion. The parties have not addressed JMB's right to perform an equity conversion herein, intending by this omission to leave both JMB and the Town in the same position regarding the equity conversion issue as they would be under the Town Resolutions and agreements in effect prior to the date hereof. Accordingly, in the event litigation should arise between the parties regarding JMB's right to perform an equity conversion, neither party shall be entitled to argue that any provision of this ROFR shall change their respective rights as they existed prior to the date hereof.

O.R. 2004 PG

0033

(b) Procedures for Equity Conversion. In the event JMB elects to proceed with an equity conversion, not less than 60 days prior to the date it plans to commence marketing membership interests in the Club Facilities, JMB shall notify the Town in writing of its intent to convert, which notification shall include a summary of its plan of conversion, including the legal structure, its marketing plans, the estimated number of membership interests to be offered, and the initial offering price of such membership interests. If the Town elects to contest JMB's legal right to proceed with the equity conversion, it shall initiate litigation to contest such right in the Sarasota County Circuit Court within 60 days after receipt of such notice or the Town shall be deemed to have elected not to contest JMB's right to perform an equity conversion substantially in accordance with the terms set forth in JMB's notification. In connection therewith, each party will pay its own attorneys' fees and court costs regardless of the outcome of such litigation.

(c) ROFR not to Apply to Equity Conversion. In the event the Town elects not to contest JMB's right to perform an equity conversion of the Club Facilities or if a court of competent jurisdiction ultimately determines that JMB may lawfully perform an equity conversion, this ROFR shall not apply to any transfer of the Club Facilities or sale of membership interests associated therewith.

Section 12. INDEPENDENT ROFR. JMB acknowledges that the ROFR granted herein is independent of a right of first refusal bearing even date herewith which it has granted to the Town with respect to the Longboat Key Club Club Facilities and that the Town may exercise either ROFR independently of the other.

Section 13. TERM OF ROFR. Unless terminated or exercised in accordance with the terms hereof, this ROFR shall continue for a term of forty (40) years and shall expire at midnight on the fortieth (40th) anniversary of the date hereof.

Section 14. SUCCESSORS AND ASSIGNS. Except as otherwise provided herein, unless and until terminated as herein provided, this ROFR shall run with the land and shall be binding on, and enure to the benefit of JMB and the successors and assigns of JMB.

Section 15. SPECIFIC PERFORMANCE. In addition to all other legal and equitable remedies which may be available, the parties acknowledge that in the event either party should breach the terms of this ROFR, the non-breaching party shall be entitled to temporary and permanent injunctive relief to require the specific performance of its rights granted hereunder.

Section 16. ATTORNEYS FEES AND COSTS. Except as otherwise provided in Section 11(b), the losing party shall pay all reasonable attorneys' fees and costs incurred by the prevailing party in connection with any litigation seeking to enforce the rights of either party hereunder or alleging a breach hereof, or both.

Section 17. NOTICES. Any notice that either party is required or may desire to give the other shall be in writing and shall be sent by personal delivery or by mail (either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to the Town:	Mayor, Town of Longboat Key Town Hall 501 Bay Isles Road Longboat Key, Florida 34228
With Copy to:	Town Manager, Town of Longboat Key Town Hall 501 Bay Isle Road Longboat Key, Florida 34228
If to JMB:	875 North Michigan Avenue Chicago, Illinois 60611 Attention: Mr. Robert J. Chapman

With Copies to:

595 Bay Isles Road
Longboat Key, Florida 34228
Attention: Mr. Robert Wilhelm

and

Suite 200
7900 Glades Road
Boca Raton, Florida 33432
Attention: Legal Department

Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

Section 18. CONFIRMATION AND RELEASE. In the event the Town fails to elect to exercise its ROFR within the time limitations prescribed herein, then the Town will, at JMB's written request, promptly furnish JMB with a letter confirming such failure which JMB may deliver to third parties. At any time that the ROFR shall terminate as provided herein, the Town agrees, at JMB's written request, to promptly execute and deliver to JMB a release of the ROFR (the "Release") in recordable form as prepared by JMB and reasonably satisfactory to the Town. The Town agrees that its duty to execute and deliver the Release shall be specifically enforceable because damages at law may not be an adequate remedy for JMB.

Section 19. GOVERNING LAW. This ROFR shall be governed and construed in accordance with the laws of the State of Florida.

Section 20. SEVERABILITY. In case any provision or obligation under this ROFR shall be held invalid, illegal, or unenforceable by any court, the validity, legality, and enforceability of the remaining provisions or obligations hereunder shall not be impaired thereby.

Section 21. ENTIRE AGREEMENT. This ROFR contains the entire agreement between the Town and JMB concerning the right of first refusal described herein and supersedes and cancels any and all prior agreements negotiations, arrangements, covenants, representations, warranties and understandings between the parties concerning the Town's right of first refusal to purchase the Club Facilities.

O.R. 2004 PG 0035

Section 22. TOWN RESOLUTIONS PRESERVED. This ROFR shall not be deemed to modify, amend or waive any provision contained in Town Resolution Nos. 75-27 or 81-13 other than subsection 3A4 of Section 2 of Town Resolution No.81-13.

IN WITNESS WHEREOF, JMB has placed its hand and seal this _____ day of January, 1988.

ARVIDA/JMB PARTNERS,
a Florida general partnership

By: Arvida/JMB Managers, Inc.
General Partner

Witnesses:

By: _____
Vice President

(SEAL)

STATE OF _____
COUNTY OF _____

The foregoing Right of First Refusal was acknowledged before me this _____ day of January, 1988 by _____, Vice President of Arvida/JMB Managers, Inc., an Illinois corporation, on behalf of and as a General Partner of Arvida/JMB Partners, a Florida general partnership.

(SEAL)

Notary Public, State of Florida
at Large

My Commission Expires: _____

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O.R. 2004 PG 0036

ACCEPTANCE

The Town of Longboat Key, a Florida municipal corporation, hereby accepts the grant of the within Right of First Refusal and hereby covenants and agrees to fully perform and be bound by the terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned have placed their hands and the seal of the Town of Longboat Key, Florida this ____ day of January, 1988.

ATTEST:

TOWN OF LONGBOAT KEY

Town Clerk

BY:

Catherine G. Fernald, Mayor

(SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Acceptance was acknowledged before me this ____ day of January, 1988 by Catherine G. Fernald, Mayor of the Town of Longboat Key, Florida on behalf of the Town.

(SEAL)

Notary Public, State of Florida
at Large

My Commission Expires: _____

2067v

O.R. 2004 PG 0037

BOOK 4 PAGE 242

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EXHIBIT A

LEGAL DESCRIPTION OF CLUB FACILITIES
LOCATED AT BAY ISLES (PD)

All that certain parcel of real property located in
Sarasota County, Florida and described as follows:

O.R. 2004 PG 0038

2145v

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- 12 -

BOOK 2004 PAGE 98 88.2

PARCEL I - DESCRIPTION
HARBOURSIDE GOLF COURSE
(HOLES 2 THRU 8 & 11 THRU 17)

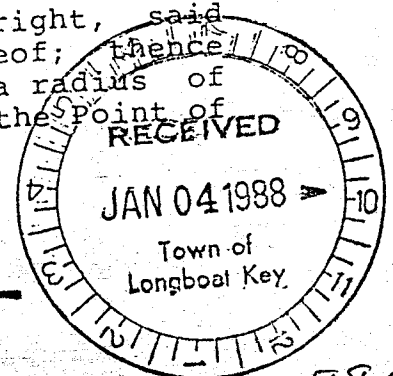
A parcel of land lying on Longboat Key in Sections 8 and 17, Township 36 South, Range 17 East, Sarasota County, Florida and being more particularly described as follows:

Commence at the intersection of the easterly line of Bay Isles Parkway (100' wide) as shown on Bay Isles Unit No. 2, recorded in Plat Book 24, Page 5, Public Records of Sarasota County, Florida with the southwesterly line of Harbourside Drive (80' wide) (formerly Bay Isles Boulevard) as shown on Bay Isles Unit No. 5, as recorded in Plat Book 29, Page 9, Public Records of Sarasota County, Florida, for a Point of Beginning, said point also being the Point of Beginning of the aforementioned Bay Isles Unit No. 5; thence run S 42° 25' 57" W along said easterly line of Bay Isles Parkway 78.39' to the point of curvature of a curve to the left; thence southwardly along the arc of said curve having a radius of 490' and a central angle of 45° 17' 44", 387.37' to the point of tangency; thence S 2° 51' 47" E, 563.27' to the point of curvature of a curve to the right; thence southwardly along the arc of said curve having a radius of 560.33' and a central angle of 36° 59' 47", 361.81' to the point of tangency; thence S 34° 08' 00" W, 79.89' to the northeasterly right-of-way line of Gulf of Mexico Drive (100' wide); thence run S 55° 52' 00" E along said northeasterly line of Gulf of Mexico Drive, 29.40' to the point of curvature of a curve to the right; thence southwardly along the arc of said curve having a radius of 1322.41' and a central angle of 13° 14' 33", 305.64' to the point of tangency; thence S 42° 37' 27" E, 2004.31' thence leaving said northeasterly right-of-way line of Gulf of Mexico Drive run N 47° 22' 33" E, 230'; thence S 42° 37' 27" E, 220'; thence S 47° 22' 33" W, 230' to the aforementioned northeasterly right-of-way line of Gulf of Mexico Drive; thence run S 42° 37' 27" E along said northeasterly line of Gulf of Mexico Drive, 68.29' to the point of curvature of a curve to the left; thence southeastwardly along the arc of said curve having a radius of 5688.54' and a central angle of 4° 07' 37", 409.74' to the point of tangency; thence S 46° 45' 04" E, 1204.47' to a point on the boundary line of Bay Isles Unit No. 3, recorded in Plat Book 28, Page 39, Public Records of Sarasota County, Florida; thence leaving said northeasterly right-of-way line of Gulf of Mexico Drive run along the boundary line of the aforementioned Bay Isles Unit No. 3, the following calls and distances, N 43° 17' 46" E, 309.84'; N 6° 07' 13" W, 479.47'; N 22° 27' 39" W, 206.53'; N 57° 23' 31" W, 25'; N 27° 23' 31" W, 150'; N 37° 15' 00" E, 138' to a point on the aforementioned southwesterly line of Harbourside Drive (80' wide) said point also being a point on the arc of a curve to the right, said point lying 740', S 37° 15' 00" W of the center thereof; thence run northwestwardly along said southwesterly line of Harbourside Drive also being the arc of said curve having a radius of 740' and a central angle of 34° 37' 54", 447.28' to the point of tangency; thence N 18° 07' 06" W, 77' to a point on the boundary line of the aforementioned Bay Isles Unit No. 5; thence leaving said Harbourside Drive run along the boundary line of Bay Isles Unit No. 5, the following calls and distances, S 71° 52' 54" W, 150.83'; N 43° 02' 28" W, 679.55'; N 40° 34' 24" W, 743.19'; N 43° 02' 28" W, 241.79'; N 75° 04' 20" W, 75.38'; N 21° 25' 54" W, 496.53'; N 15° 43' 34" W, 362.72'; N 44° 48' 47" E, 134.73' to the aforementioned southwesterly line of Harbourside Drive, thence continue along said boundary line of Bay Isles Unit No. 5, also being said southwesterly line of Harbourside Drive N 45° 11' 13" W, 392.25'; S 89° 48' 47" W, 42.43'; N 45° 11' 13" W, 90' to the point of curvature of a curve to the left; thence northwestwardly along the arc of said curve having a radius of 630' and a central angle of 20° 18' 17", 223.26' to the point of tangency; thence N 65° 29' 30" W, 279.65'; thence N 29° 02' 55" W, 52.54' to a point on the arc of a curve to the right, said point lying 740'; S 27° 46' 57" W of the center thereof; thence northwestwardly along the arc of said curve having a radius of 740' and a central angle of 10° 46' 33", 139.18' to the Point of Beginning and containing 99.71 acres more or less.

O.R. 2004 PG 0039

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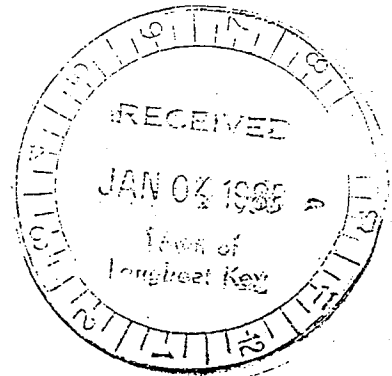
88-2

LESS the following described Parcel A:

Commence at the aforementioned intersection of the easterly line of Bay Isles Parkway (100' wide) and the northeasterly right-of-way line of Gulf of Mexico Drive; thence southeasterly along said northeasterly right-of-way line of said Gulf of Mexico Drive the following calls and distances, S55°-52'-00"E, 29.40' to the point of curvature of a curve to the right; thence southeastwardly along the arc of said curve, having a radius of 1322.41' and a central angle of 13°-14'-33", 305.64' to the point of tangency; thence S42°-37'-27"E, 2292.60' to the point of curvature of a curve to the left; thence southeastwardly along the arc of said curve, having a radius of 5688.54' and a central angle of 4°-07'-37", 409.74' to the point of tangency; thence S46°-45'-04"E, 147.67'; thence leaving said right-of-way line, run N43°-14'56"E, 639.61' to the Point of Beginning; thence N27°-54'-00"E, 88.67'; thence N62°-06'-00"W, 88.67'; thence S27°-54'-00"W, 88.67'; thence S62°-06'-00"E, 88.67' to the Point of Beginning and containing 0.18 acres more or less.

The above described Parcel I containing 99.53 acres more or less, being subject to a 10' wide Florida Power & Light Company easement along the easterly right-of-way line of Gulf of Mexico Drive as recorded in Official Record Book 1143, Page 570, Public Records of Sarasota County, Florida; also subject to the following recorded Florida Power & Light Company easements: a 10' wide easement recorded in Official Record Book 1525, Page 473; utility easement recorded in Official Record Book 1513, Page 7; and a 10' wide easement recorded in Official Record Book 1143, Page 572, Public Records of Sarasota County, Florida and any other easements of record.

O.R. 2004 PG 0040



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HARBOURSIDE GOLF COURSE
PARCEL II
(HOLES 1, 9, 10, AND 18)

A parcel of land lying on Longboat Key in Section 8, Township 36 South, Range 17 East, Sarasota County, Florida, being more particularly described as follows:

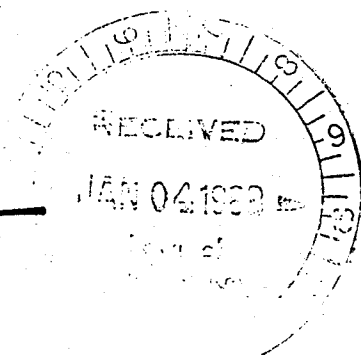
Commence at the intersection of the easterly line of Bay Isles Parkway (100' wide) as shown on Bay Isles Unit No. 2, recorded in Plat Book 24, Page 5, Public Records of Sarasota County, Florida, and the southwesterly line of Harbourside Drive (80' wide) (formerly Bay Isles Boulevard) as shown on Bay Isles Unit No. 5, recorded in Plat Book 29, Page 9, Public Records of Sarasota County, Florida, run thence N 42° 25' 57" E, 80.21' to the Point of Beginning, said point lying on the arc of a curve to the left and on the northerly line of said Harbourside Drive, said point lying 660'; S 38° 05' 17" W of the center thereof; thence run along said northerly line of Harbourside Drive the following calls and distances, southeastwardly along the arc of said curve having a radius of 660' and a central angle of 10° 18' 20", 118.71'; thence N 77° 00' 32" E, 47.51'; thence S 65° 29' 30" E, 279.65' to the point of curvature of a curve to the right; thence southeastwardly along the arc of said curve having a radius of 770' and a central angle of 20° 18' 17", 272.88' to the point of tangency; thence S 45° 11' 13" E, 90'; thence S 0° 11' 13" E, 42.43'; thence S 45° 11' 13" E, 97.57'; thence leaving the northerly line of said Harbourside Drive run northwardly along the proposed westerly line of Bay Isles Unit No. 6 the following calls and distances, N 3° 35' 00" E, 1515.18'; thence N 41° 25' 00" W, 49.50'; thence N 3° 35' 00" E, 50.84' to a point on the easterly boundary of the proposed Harbourside Clubhouse property; thence leaving said westerly line of proposed Bay Isles Unit No. 6, run in a general westwardly direction along the southerly line of the proposed Harbourside Clubhouse property the following calls and distances, West 51.45'; thence S 69° 28' 50" W, 91.29'; thence S 41° 29' 22" W, 115.48'; thence N 66° 01' 51" W, 434.47'; thence N 63° 36' 56" W, 212.65'; thence N 50° 02' 57" W, 176.76'; thence S 86° 53' 21" W, 46.83'; thence S 64° 10' 53" W, 121.78' to a point on the arc of a curve to the left, said point lying 750', N 66° 28' 26" E of the center thereof, said point also being on the easterly right-of-way line of the aforementioned Harbourside Drive; thence southwardly along said easterly right-of-way line of Harbourside Drive the following calls and distances, southwardly along said curve having a radius of 750' and a central angle of 27° 59' 33", 366.42' to the point of tangency; thence S 4° 27' 59" W, 385.03' to the point of curvature of a curve to the left; thence southeastwardly along the arc of said curve having a radius of 650' and a central angle of 56° 26' 44", 640.36'; thence S 42° 25' 57" W, 10.03' to the Point of Beginning and containing 30.52 acres more or less.

The above described parcel being subject to a Florida Power & Light Company easement recorded in Official Record Book 1322, Page 2061, Public Records of Sarasota County, Florida and any other easements of record.

SE:mlm (191-33Q)
CODE: GOLF/PII
21 May 1984

O.R. 2004 PG 0041

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NO. 6 THE FOLLOWING CALLS AND DISTANCES, CONTINUE NORTH $74^{\circ}34'15''$ WEST, 391.83' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 425' AND A CENTRAL ANGLE OF $7^{\circ}35'09''$, 56.27' TO A POINT LYING ON THE AFOREMENTIONED BOUNDARY LINE OF BAY ISLES UNIT NO. 8; THENCE LEAVING THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 6, RUN ALONG THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 8, THE FOLLOWING CALLS AND DISTANCES, NORTH $23^{\circ}00'54''$ EAST ALONG A RADIAL LINE, 123.10'; THENCE NORTH $11^{\circ}00'00''$ WEST, 409.80'; THENCE NORTH $34^{\circ}25'00''$ EAST, 196.30' TO A POINT LYING ON THE AFOREMENTIONED BOUNDARY LINE OF BAY ISLES UNIT NO. 6; THENCE LEAVING THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 8, RUN ALONG THE BOUNDARY LINE OF BAY ISLES UNIT NO. 6 THE FOLLOWING CALLS AND DISTANCES, SOUTH $52^{\circ}10'00''$ EAST, 322.44'; THENCE SOUTH $59^{\circ}25'00''$ EAST, 609.23'; THENCE SOUTH $66^{\circ}15'00''$ EAST, 283.27'; THENCE SOUTH $34^{\circ}40'00''$ EAST, 583.48'; THENCE SOUTH $15^{\circ}45'00''$ WEST, 1429.22'; THENCE NORTH $74^{\circ}15'00''$ WEST, 75'; THENCE SOUTH $63^{\circ}36'14''$ WEST, 265.78'; THENCE SOUTH $69^{\circ}55'17''$ WEST, 400'; THENCE SOUTH $54^{\circ}45'59''$ WEST, 91.41'; THENCE SOUTH $27^{\circ}57'26''$ WEST, 122.84'; THENCE SOUTH $19^{\circ}40'46''$ EAST, 93.26'; THENCE SOUTH $3^{\circ}35'00''$ WEST, 87.25'; THENCE LEAVING THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 6, RUN WEST, 51.45'; THENCE SOUTH $69^{\circ}28'50''$ WEST, 91.29'; THENCE SOUTH $41^{\circ}29'22''$ WEST, 115.48'; THENCE NORTH $66^{\circ}01'51''$ WEST, 434.47'; THENCE NORTH $63^{\circ}36'56''$ WEST, 212.65'; THENCE NORTH $50^{\circ}02'57''$ WEST, 176.76'; THENCE SOUTH $86^{\circ}53'21''$ WEST, 46.83'; THENCE SOUTH $64^{\circ}10'53''$ WEST, 121.78' TO A POINT LYING ON THE BOUNDARY LINE OF BAY ISLES UNIT NO. 2, RECORDED IN PLAT BOOK 24, PAGE 5, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND ALSO BEING A POINT IN THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS SOUTH $66^{\circ}28'26''$ WEST, 750'; THENCE RUN ALONG THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 2, THE FOLLOWING CALLS AND DISTANCES, ALONG THE ARC OF THE AFOREMENTIONED CURVE TO THE LEFT, HAVING A RADIUS OF 750' AND A CENTRAL ANGLE OF $23^{\circ}18'29''$, 305.10' TO THE POINT OF TANGENCY; THENCE NORTH $46^{\circ}50'03''$ WEST, 306.71' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 650' AND A CENTRAL ANGLE OF $21^{\circ}24'41''$, 242.91' TO A POINT LYING ON THE AFOREMENTIONED BOUNDARY LINE OF BAY ISLES UNIT NO. 8; THENCE LEAVING THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 2, RUN ALONG THE BOUNDARY LINE OF BAY ISLES UNIT NO. 8 THE FOLLOWING CALLS AND DISTANCES, CONTINUE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 650' AND A CENTRAL ANGLE OF $45^{\circ}11'24''$, 512.66' TO THE POINT OF TANGENCY; THENCE NORTH $19^{\circ}46'02''$ EAST, 215.79' TO THE POINT OF BEGINNING AND CONTAINING 124.66 ACRES MORE OR LESS.

LESS:

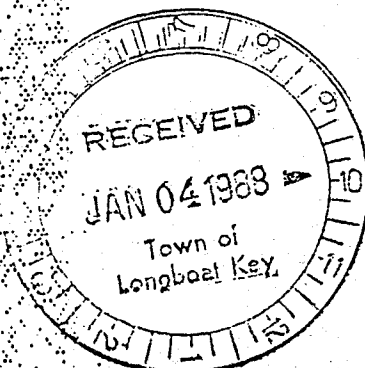
PARCEL HR-"A" AS SHOWN ON THE PLAT OF BAY ISLES UNIT NO. 6, RECORDED IN PLAT BOOK 30, PAGE 28, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND CONTAINING 21.07 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL III CONTAINS 103.59 ACRES MORE OR LESS.

O.R. 2004 PG 0043

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1.154

PARCEL 111 - DESCRIPTION
HARBOURSIDE GOLF COURSE
(CLUBHOUSE SITE - HOLES 19 AND 23 THROUGH 27)

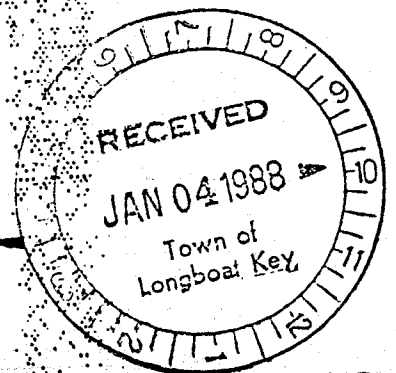
A PARCEL OF LAND LYING ON LONGBOAT KEY IN SECTIONS 5 AND 8, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHWESTERLY CORNER OF PARCEL MF-J, AS SHOWN ON THE PLAT OF BAY ISLES UNIT NO. 8, RECORDED IN PLAT BOOK 29, PAGE 21, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE RUN ALONG THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 8, THE FOLLOWING CALLS AND DISTANCES, NORTH $70^{\circ}27'33''$ EAST, 75.04'; THENCE SOUTH $79^{\circ}08'37''$ EAST, 371.65' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180' AND A CENTRAL ANGLE OF $87^{\circ}41'26''$, 275.49' TO THE POINT OF TANGENCY; THENCE NORTH $13^{\circ}09'57''$ EAST, 596.07' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180' AND A CENTRAL ANGLE OF $86^{\circ}55'44''$, 273.09' TO THE POINT OF TANGENCY; THENCE NORTH $73^{\circ}45'47''$ WEST, 300'; THENCE NORTH $57^{\circ}41'14''$ WEST, 178.08'; THENCE NORTH $17^{\circ}34'03''$ EAST, 89.49' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 700' AND A CENTRAL ANGLE OF $25^{\circ}44'55''$, 314.58' TO THE POINT OF TANGENCY; THENCE NORTH $43^{\circ}18'57''$ EAST, 9.62' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20' AND A CENTRAL ANGLE OF $90^{\circ}00'00''$, 31.42' TO THE POINT OF TANGENCY; THENCE SOUTH $46^{\circ}41'03''$ EAST, 143.76' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1285' AND A CENTRAL ANGLE OF $9^{\circ}27'11''$, 212.01' TO THE POINT OF TANGENCY; THENCE SOUTH $56^{\circ}08'13''$ EAST, 250' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE LEAVING THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 8, RUN ALONG THE BOUNDARY LINE OF BAY ISLES UNIT NO. 6, RECORDED IN PLAT BOOK 30, PAGE 28, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA THE FOLLOWING CALLS AND DISTANCES, ALONG THE ARC OF THE AFOREMENTIONED CURVE TO THE RIGHT, HAVING A RADIUS OF 990' AND A CENTRAL ANGLE OF $15^{\circ}22'17''$, 265.60' TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 485' AND A CENTRAL ANGLE OF $33^{\circ}48'19''$, 286.16' TO THE POINT OF TANGENCY; THENCE SOUTH $74^{\circ}34'15''$ EAST, 411.57' TO A POINT LYING ON THE BOUNDARY LINE OF PARCEL HR-"A", AS SHOWN ON SAID BAY ISLES UNIT NO. 6; THENCE LEAVING THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 6, RUN ALONG THE BOUNDARY LINE OF PARCEL HR-"A" THE FOLLOWING CALLS AND DISTANCES, CONTINUE SOUTH $74^{\circ}34'15''$ EAST, 8.43' TO A POINT LYING ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH $68^{\circ}33'33''$ EAST, 50'; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50' AND A CENTRAL ANGLE OF $286^{\circ}15'37''$, 249.81' TO A POINT; THENCE RUN NORTH $74^{\circ}34'15''$ WEST ALONG A NON-RADIAL LINE 28.17' TO A POINT LYING ON THE AFOREMENTIONED BOUNDARY LINE OF BAY ISLES UNIT NO. 6; THENCE LEAVING THE BOUNDARY LINE OF SAID PARCEL HR-"A", RUN ALONG THE BOUNDARY LINE OF SAID BAY ISLES UNIT

O.R. 2004 PG 0042

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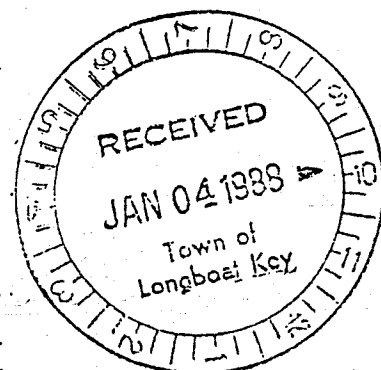
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THE ABOVE DESCRIBED PARCEL III BEING SUBJECT TO FLORIDA POWER AND LIGHT COMPANY EASEMENTS RECORDED IN O.R. BOOK 1652, PAGE 714 AND PAGE 732, O.R. BOOK 1727, PAGE 912 AND PAGE 938, O.R. BOOK 1764, PAGE 735, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND ALL OTHER EASEMENTS OF RECORD.

O.R. 2004 PG 0044

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PARCEL IV - DESCRIPTION
HARBORSIDE GOLF COURSE
(MAINTENANCE AREA - HOLES 20 THROUGH 22)

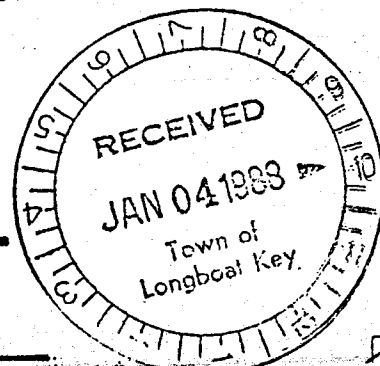
A PARCEL OF LAND LYING ON LONGBOAT KEY IN SECTIONS 5, 6 AND 8, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHEASTERLY CORNER OF PARCEL HR-"C", AS SHOWN ON THE PLAT OF BAY ISLES UNIT NO. 8, RECORDED IN PLAT BOOK 29, PAGE 21, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE RUN ALONG THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 8, THE FOLLOWING CALLS AND DISTANCES, SOUTH $19^{\circ}46'02''$ WEST, 223.81' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 750' AND A CENTRAL ANGLE OF $45^{\circ}11'24''$, 591.53' TO A POINT, LYING ON THE BOUNDARY LINE OF BAY ISLES UNIT NO. 2, RECORDED IN PLAT BOOK 24, PAGE 5, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 2, THE FOLLOWING CALLS AND DISTANCES, SOUTH $64^{\circ}34'37''$ WEST ALONG A RADIAL LINE, 198.26'; THENCE NORTH $87^{\circ}00'09''$ WEST, 297'; THENCE NORTH $3^{\circ}26'01''$ WEST, 250'; THENCE NORTH $29^{\circ}58'01''$ WEST, 390.48' TO A POINT, LYING ON THE BOUNDARY LINE OF BAY ISLES UNIT NO. 7, RECORDED IN PLAT BOOK 29, PAGE 20, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY LINE OF BAY ISLES UNIT NO. 7, THE FOLLOWING CALLS AND DISTANCES, WEST, 122.46'; THENCE NORTH $60^{\circ}38'38''$ WEST, 120'; THENCE NORTH $27^{\circ}23'17''$ WEST, 630'; THENCE NORTH $3^{\circ}46'22''$ EAST, 45'; THENCE NORTH $37^{\circ}12'41''$ EAST, 205'; THENCE NORTH $5^{\circ}55'53''$ WEST, 310'; THENCE NORTH $42^{\circ}58'43''$ WEST, 139.59' TO A POINT, LYING ON THE AFOREMENTIONED BOUNDARY LINE OF BAY ISLES UNIT NO. 2; THENCE RUN ALONG THE BOUNDARY LINE OF BAY ISLES UNIT NO. 2, THE FOLLOWING CALLS AND DISTANCES, CONTINUE NORTH $42^{\circ}58'43''$ WEST, 40.41'; THENCE NORTH $49^{\circ}29'14''$ EAST, 34.45' TO A POINT, LYING ON THE BOUNDARY LINE OF BAY ISLES UNIT NO. 6, RECORDED IN PLAT BOOK 30, PAGE 28, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY LINE OF BAY ISLES UNIT NO. 6, THE FOLLOWING CALLS AND DISTANCES, NORTH $3^{\circ}30'30''$ EAST, 92.67'; THENCE SOUTH $72^{\circ}54'39''$ EAST, 142.80'; THENCE NORTH $2^{\circ}27'47''$ WEST, 194.17'; THENCE NORTH $72^{\circ}48'02''$ EAST, 134.02'; THENCE NORTH $59^{\circ}22'14''$ EAST, 273.82'; THENCE NORTH $82^{\circ}46'52''$ EAST, 300' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 800' AND A CENTRAL ANGLE OF $22^{\circ}42'08''$, 316.98' TO THE POINT OF TANGENCY; THENCE SOUTH $74^{\circ}31'00''$ EAST, 309.40'; THENCE SOUTH $60^{\circ}27'31''$ EAST, 173.56' TO A POINT LYING ON THE AFOREMENTIONED BOUNDARY LINE OF BAY ISLES UNIT NO. 8, SAID POINT ALSO BEING A POINT ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS SOUTH $60^{\circ}27'31''$ EAST, 800'; THENCE RUN ALONG THE BOUNDARY LINE OF BAY ISLES UNIT NO. 8, THE FOLLOWING CALLS AND DISTANCES, ALONG THE ARC OF THE AFOREMENTIONED CURVE TO THE LEFT, HAVING A RADIUS OF 800' AND A CENTRAL ANGLE OF $11^{\circ}58'26''$, 167.19' TO THE POINT OF TANGENCY; THENCE SOUTH $17^{\circ}34'03''$ WEST, 191.38'; THENCE NORTH $78^{\circ}04'18''$ WEST, 738.84' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200' AND A CENTRAL ANGLE OF $101^{\circ}01'25''$, 352.64' TO THE POINT OF TANGENCY; THENCE SOUTH $0^{\circ}54'17''$ WEST, 472.35' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300' AND A CENTRAL ANGLE OF $76^{\circ}09'22''$, 398.75' TO THE POINT OF TANGENCY; THENCE SOUTH $75^{\circ}15'05''$ EAST, 584.86' TO THE POINT OF BEGINNING AND CONTAINING 35.74 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL IV, BEING SUBJECT TO UTILITY EASEMENTS RECORDED IN O.R. BOOK 1652, PAGE 727 AND 732, O.R. BOOK 1382, PAGE 991, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND ALL OTHER EASEMENTS OF RECORD.

BOOK 4 PAGE 287

BOOK 2004 PAGE 45



O.R. 2004 PG 0045

22-2

L156

PARCEL V - DESCRIPTION
(WEST BOAT BASIN AND PARK)

O.R. 2004 PG 0046

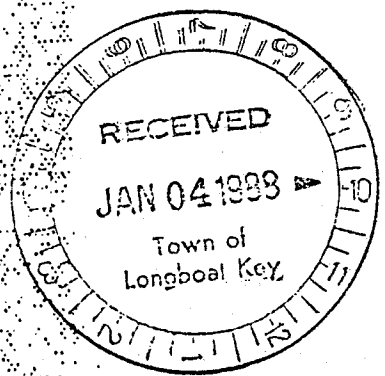
A PARCEL OF LAND LYING ON LONGBOAT KEY IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHEASTERLY CORNER OF TRACT "C", AS SHOWN ON THE PLAT OF BAY ISLES UNIT NO. 2, RECORDED IN PLAT BOOK 24, PAGE 5, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE RUN SOUTH 30°43'33" WEST ALONG THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 2, 429.94' TO A POINT, LYING ON THE BOUNDARY LINE OF LONGBOAT SHORES REVISED, RECORDED IN PLAT BOOK 3, PAGE 49, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 23°40'23" WEST, 930'; THENCE RUN ALONG THE ARC OF SAID CURVE, ALSO BEING THE BOUNDARY LINE OF LONGBOAT SHORES REVISED, HAVING A RADIUS OF 930' AND A CENTRAL ANGLE OF 35°22'41", 574.24' TO A POINT, LYING ON THE BOUNDARY LINE OF BAY ISLES UNIT NO. 4, RECORDED IN PLAT BOOK 30, PAGE 2, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY LINE OF SAID BAY ISLES UNIT NO. 4, THE FOLLOWING CALLS AND DISTANCES, NORTH 87°16'25" EAST, 20.13' TO A POINT, LYING ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 01°35'58" WEST, 200'; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200' AND A CENTRAL ANGLE OF 2°40'27", 9.33' TO THE POINT OF TANGENCY; THENCE SOUTH 5°43'35" EAST, 80.11' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25' AND A CENTRAL ANGLE OF 79°48'26", 34.82' TO THE POINT OF TANGENCY; THENCE SOUTH 85°32'01" EAST, 69.86' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25' AND A CENTRAL ANGLE OF 90°00'00", 39.27' TO A POINT; THENCE SOUTH 85°32'01" EAST ALONG A RADIAL LINE, 15' TO A POINT, LYING ON THE AFOREMENTIONED BOUNDARY LINE OF BAY ISLES UNIT NO. 2; THENCE RUN ALONG THE BOUNDARY LINE OF BAY ISLES UNIT NO. 2, THE FOLLOWING CALLS AND DISTANCES, NORTH 4°27'59" EAST, 147.50' TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 650' AND A CENTRAL ANGLE OF 51°18'02", 581.99' TO THE POINT OF TANGENCY; THENCE NORTH 46°50'03" WEST, 241.71' TO THE POINT OF BEGINNING AND CONTAINING 5.67 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL V, BEING SUBJECT TO A UTILITY EASEMENT RECORDED IN O.R. BOOK 1555, PAGE 1764, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND ALL OTHER EASEMENTS OF RECORD.

RECORDED IN OFFICIAL RECORDS
JAN 21 11 38 AM '88
KAREN A. ROSS
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

BOOK 4 PAGE 286



BOOK 5004 PAGE 46

SP-2

Rec. 7.00

759883

RESOLUTION NO. 87- 1

A RESOLUTION AMENDING THE OUTLINE DEVELOPMENT PLAN AND LAND INTENSITY SCHEDULE FOR PARCEL MF"J", ARVIDA'S BAY ISLES PLANNED DEVELOPMENT (PD) DISTRICT

WHEREAS, the Town of Longboat Key has adopted Resolution 75-27 approving the Outline Development Plan for Arvida Corporation's Bay Isles Planned Development (PD), and

WHEREAS, the Town of Longboat Key has adopted Resolution 85-28 approving an amended Land Intensity Schedule for Arvida's Bay Isles Planned Development (PD), and

WHEREAS, the Arvida Corporation has requested an amendment to the Outline Development Plan and the Land Intensity Schedule to change the density in Parcel MF"J" in the Bay Isles Planned Development (PD) District from 149 multi-family units to 57 one and two family units, and

WHEREAS, the Planning and Zoning Board has reviewed the proposed amendment and has recommended approval of the changes with conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Outline Development Plan and the Land Intensity Schedule for Parcel MF"J", Arvida's Bay Isles Planned Development Zoning District (PD) are hereby amended with conditions as set forth on Exhibit "A" attached hereto and made a part hereof.

Section 2. Except as herein modified and amended, the conditions of Resolution 75-27 and Resolution 85-28, as previously amended, shall remain in full force and effect.

Section 3. This resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 2nd day of February 1987.

Cliff Stewart

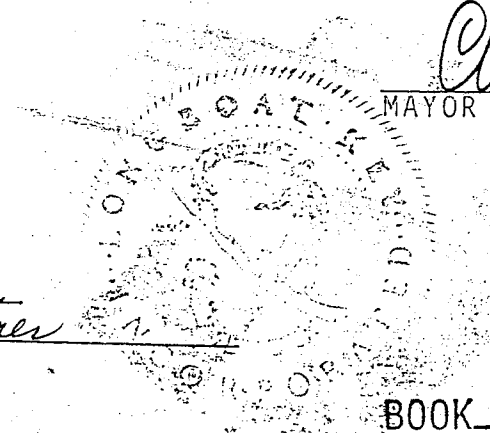
MAYOR

Included 1-2-87

ATTEST:

TOWN CLERK-TOWN HALL
501 BAY ISLES RD.
LONGBOAT KEY, FL 33548

Sheila M. Butner
TOWN CLERK



O.R. 1949 PG 0916

CONSENT OF DEVELOPER

Arvida Corporation does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and does further acknowledge that the same is binding upon it and its successors and assigns in the matter hereinabove set forth.

ARVIDA CORPORATION

By: Robert Wilhelm
As President

As to Resolutions 87-1 and 87-2.

ATTEST:

W.T. Hale
Assistant Secretary

EXHIBIT "A"

CONDITIONS REQUISITE FOR APPROVAL

1. All applicable provisions of Resolution 75-27, and as subsequently amended, shall be adhered to.
2. An up-to-date revised Land Intensity Schedule, including the changes to Parcel MF "J", shall be submitted to the Planning Department for approval prior to the issuance of building permits.

JUN 2 3 48 PM '87
FILED AND RECORDED
R.H. HARKNEY JR. CLERK
SARASOTA CO. FLA.

RESOLUTION NO. 87-27

A RESOLUTION AMENDING THE OUTLINE DEVELOPMENT PLAN AND LAND INTENSITY SCHEDULE FOR PARCEL MF-"C/D", HARBOUR LINKS IN THE BAY ISLES PLANNED DEVELOPMENT (PD) DISTRICT

WHEREAS, the Town of Longboat Key has adopted Resolution 75-27 approving the Outline Development Plan for Bay Isles Planned Development (PD), and

WHEREAS, the Town of Longboat Key has adopted Resolution 85-28 approving an amended Land Intensity Schedule for Bay Isles in the Planned Development (PD), and

WHEREAS, the Arvida/JMB Partners has requested an amendment to the Outline Development Plan and the Land Intensity Schedule to change the density in Parcel MF-"C/D" in the Bay Isles Planned Development (PD) District, and

WHEREAS, the Planning and Zoning Board has reviewed the proposed amendment and has recommended approval of the changes with conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Outline Development Plan and Land Intensity Schedule for Parcel MF-"C/D" in the Bay Isles Planned Development (PD) District are hereby amended to change the density from 6.7 dwelling units per acre (68 multi-family units) to 5.5 dwelling units per acre (56 multi-family units), with conditions as set forth on Exhibit "A" attached hereto and made a part hereof.

Section 2. Except as herein modified and amended, the conditions of Resolution 75-27 and Resolution 85-28, as previously amended, shall remain in full force and effect.

Section 3. This resolution shall take effect upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key this 11 day of December, 1987.

*Indexed
9-10-89*

Carlton J. Funder
MAYOR

ATTEST:

Patricia L. Orends
TOWN CLERK

RETURN TO: TOWN HALL C/O TOWN CLERK
501 Bay Isles Road
Longboat Key, FL 34228

BOOK 4 PAGE 254 RES. 87-27

O.R. 2009 PG 1671

9.00
1.50

CONSENT OF DEVELOPER

Arvida/JMB Partners does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and does further acknowledge that the same is binding upon it and its successors and assigns in the manner hereinabove set forth.

Resolution 87-27

ARVIDA/JMB PARTNERS, A FLORIDA GENERAL PARTNERSHIP

By ARVIDA/JMB MANAGERS, INC., an Illinois Corporation, as General Partner

By: Robert Wilhelm
As Vice-President

ARVIDA/JMB PARTNERS

O.R. 2009 PG 1672

ATTEST:

Alm E. Wilkin

Assistant Secretary

EXHIBIT "A"

CONDITION REQUISITE FOR APPROVAL

1. All applicable provisions of Resolution subsequently amended, shall be adhered to.

PLA
75-27 1-26-88
~~76-7~~

2. The Planned Development Land Intensity Schedule shall be updated to reflect the above referenced outline development plan amendment. A revised schedule shall be submitted and approved by the Town's Planning Department prior to the issuance of a building permit.

I, Patrizia L. Arends, Town Clerk of the Town of Longboat Key, Florida do hereby certify that the above and foregoing is a true and correct copy of the original thereof on file in my office.

RETURN TO: TOWN HALL C/O TOWN CLERK 501 Bay Isles Rd. Longboat Key, FL 34228

Witness my hand and seal of said Town this 17 day of December, 19 87

Patrizia L. Arends
Town Clerk of the Town of Longboat Key, Florida

KAREN E. SHINE
CLERK OF CIRCUIT COURT
Sarasota County, FL

FEB 16 12 49 PM '88

RECORDED IN OFFICIAL RECORDS

BOOK 4 PAGE 253

Resolution 87-27

Arvida Company

595 BAY ISLES ROAD
LONGBOAT KEY, FLORIDA 34228
TELEPHONE (813) 383-9551

ROBERT WILHELM
PRESIDENT
GULF COAST DIVISION

January 15, 1988

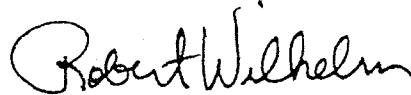
Mr. Albert T. Cox, Jr.
Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

Dear Al:

Pursuant to discussions with Scott Christiansen by George Dietz, we have modified Resolution 87-27 by inserting Arvida/JMB Partners, where the Resolution previously read Arvida Corporation.

This change occurs three (3) times, once in the third paragraph on page one; and at the top of page two, and under the signature block on page two.

Sincerely,



Robert Wilhelm
President

RW/br

Enc.

HAND DELIVERED

BOOK 4 PAGE 252

RESOLUTION NO. 83-23

A RESOLUTION AMENDING RESOLUTION NO. 81-9

APPROVING AN AMENDED SITE PLAN

WHEREAS, the Town Commission adopted Resolution No. 81-9 approving a site plan titled Fairway Bay, and

WHEREAS, the developer has requested an amendment to be made of the conditions to the approval for the deletion of ten (10) units from Building M-3 (five units) and Building M-4 (five units), and

WHEREAS, the Town desires to amend the Resolution Approving the Site Plan,

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

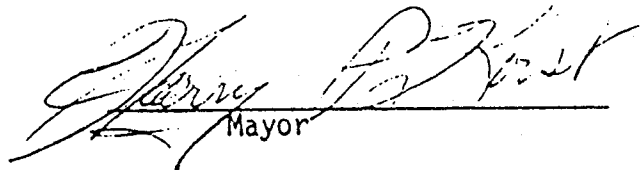
That the conditions to the approval for the deletion of ten (10) units to the existing Fairway Bay project are amended as follows:

1. Item #10 be amended to read:
 10. This plan is approved for 322 units. Applications for Building Permits to be filed as follows:

1980 - 1981	124 Units
1981 - 1982	104 Units
1982 - 1983	94 Units

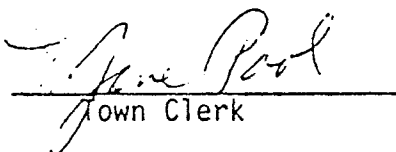
In all other respects Resolution No. 81-9 is hereby ratified.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the first day of June, 1983.



Mayor

Attest:



Town Clerk

A RESOLUTION APPROVING A SITE PLAN

WHEREAS, Applicant has applied to the Town for approval of a site plan for six tennis courts in Bay Isles PD, and

WHEREAS, the building and zoning official has in timely fashion accepted the Application and referred same to the Planning and Zoning Board along with documentation and staff recommendations, and

WHEREAS, the Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission along with their findings that the proposed development be approved, and

WHEREAS, the Town Commission makes these conclusions and findings of fact:

- (a) The plan is consistent with the comprehensive plan and the purpose and intent of the zoning district in which it is located.
- (b) The plan conforms with all applicable zoning regulations.
- (c) The plan conforms with the Town's subdivision regulations and all other applicable requirements relating to streets, utility facilities and other essential services.
- (d) The plan is consistent with good design standards in respect to all external relationships.
- (e) The plan conforms to Town policy respecting (a) sufficiency of ownership, (b) guarantees for completion of all required improvements and continued maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the site plan of 6 tennis courts in Bay Isles PD be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval (none)" and dated concurrently with this resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the 2nd day of March, 1983.

Henry G. Pitzer
Mayor

Attest:

E. Jane Pool
Town Clerk

RESOLUTION NO. 82-37

A RESOLUTION APPROVING A SITE PLAN

WHEREAS, Applicant has applied to the Town for approval of a site plan for Bay Isles Harbor Master Building, and

WHEREAS, the building and zoning official has in timely fashion accepted the Application and referred same to the Planning and Zoning Board along with documentation and staff recommendations, and

WHEREAS, the Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission along with their findings that the proposed development be approved, and

WHEREAS, the Town Commission makes these conclusions and findings of fact:

- (a) The plan is consistent with the comprehensive plan and the purpose and intent of the zoning district in which it is located.
- (b) The plan conforms with all applicable zoning regulations.
- (c) The plan conforms with the Town's subdivision regulations and all other applicable requirements relating to streets, utility facilities and other essential services.
- (d) The plan is consistent with good design standards in respect to all external relationships.
- (e) The plan conforms to Town policy respecting (a) sufficiency of ownership, (b) guarantees for completion of all required improvements and continued maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the site plan of Bay Isles Harbor Master Building be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval of Bay Isles Harbor Master Building" and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the sixth day of October, 1982.

Vernon G. Pater
Mayor

Attest:

E. Jane Pool
Town Clerk

CONDITIONS REQUISITE FOR APPROVAL OF BAY ISLES HARBOR MASTER BUILDING

OCTOBER 6, 1982

1. An irrigation well shall be provided on the property.
2. All utilities shall be placed underground.
3. The Zoning Ordinance at the time a building permit is issued shall govern.
4. Conditioned upon the 5' bike path being adjacent to the golf course with a physical barrier between the parking area and the bike path so as to be along side the dead end driveway and parallel the pedestrian sidewalk.

A RESOLUTION APPROVING AN AMENDED SITE PLAN

WHEREAS, Applicant has applied to the Town for approval of an amended site plan for the Olde World Cheese Shop, and

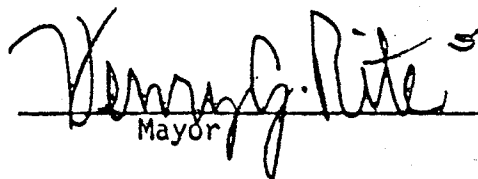
WHEREAS, the Town Commission makes these conclusions and findings of fact:

- (a) The amended plan is consistent with the Comprehensive Plan and the purpose and intent of the zoning district in which it is located.
- (b) The amended plan conforms with all applicable zoning regulations.
- (c) The amended plan conforms with the Town's subdivision regulations and all other applicable requirements relating to streets, utility facilities and other essential services.
- (d) The amended plan is consistent with good design standards in respect to all external relationships.
- (e) The amended plan conforms to Town policy respecting
(a) sufficiency of ownership, (b) guarantees for completion of all required improvements and continued maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the amended site plan of the Olde World Cheese Shop be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval of the Olde World Cheese Shop" and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the seventh day of July, 1982.



Mayor

Attest:



Town Clerk

CONDITIONS REQUISITE FOR APPROVAL OF THE OLDE WORLD CHEESE SHOP

JULY 7, 1982

1. The parking area reduced by the widening of the sidewalk will be corrected prior to the issuance of the Certificate of Occupancy for this additional use.

A RESOLUTION APPROVING A SITE PLAN

WHEREAS, Applicant has applied to the Town for approval of a site plan for the Bay Isles Golf Course Maintenance Area, and

WHEREAS, the building and zoning official has in timely fashion accepted the Application and referred same to the Planning and Zoning Board along with documentation and staff recommendations, and

WHEREAS, the Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission along with their findings that the proposed development be approved, and

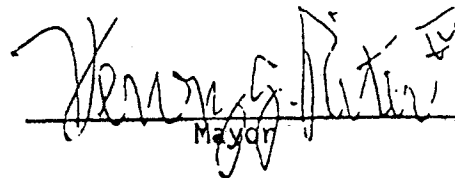
WHEREAS, the Town Commission makes these conclusions and findings of fact:

- A) The plan is consistent with the Comprehensive Plan and the purpose and intent of the zoning district in which it is located.
- B) The plan conforms with all applicable zoning regulations.
- C) The plan conforms with the Town's subdivision regulations and all other applicable requirements relating to streets, utility facilities and other essential services.
- D) The plan is consistent with good design standards in respect to all external relationships.
- E) The plan conforms to Town policy respecting (a) sufficiency of ownership, (b) guarantees for completion of all required improvements and continued maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

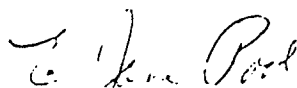
That the site plan of the Bay Isles Golf Course Maintenance Area be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval of the Bay Isles Golf Course Maintenance Area" and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the 15th day of June, 1982.



Mayor

Attest:



Town Clerk

CONDITIONS REQUISITE FOR APPROVAL OF THE BAY ISLES GOLF COURSE
MAINTENANCE AREA

JUNE 15, 1982

1. The south and west edges of the property are adjacent to a single family residential area, and therefore, should be heavily screened with native plants and berm as required by Section 5.71(b) of the Zoning Code.
2. Other boundaries of the property (especially street frontage) be adequately landscaped and all walls are concrete construction.
3. The parking area shall be screened in accordance with the provisions of the Zoning Code.
4. The fuel pumping facilities shall be screened and buffered by mature, native shrubbery and trees from view from Bay Isles Parkway.

A RESOLUTION AMENDING RESOLUTION NO. 78-24
APPROVING A SITE PLAN

WHEREAS, Applicant, Arvida Corporation, has applied to the Town for approval of a site plan for Phase I of its Bay Isles Civic-Commercial Center, and

WHEREAS, the Town Commission adopted Resolution 78-24 approving a site plan for Phase I of Arvida Corporation's Bay Isles Civic-Commercial Center on July 24, 1978, and

WHEREAS, the Town Commission adopted Resolution Nos. 78-32, 79-8, 80-9, 80-14 and 80-24 amending Resolution 78-24, and

WHEREAS, the Town Commission desires to amend the Resolution approving the site plan, now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the conditions of the site plan for Phase I of Bay Isles Civic-Commercial Center be and the same are hereby amended as follows:

13. That the kinds of commercial activity in the Bay Isles Civic-Commercial Center (Exhibit "B" attached to Resolution No. 78-24) be strictly limited to those which will not draw shoppers from beyond the Island of Longboat Key. The special problems of handling traffic on Gulf of Mexico Drive makes this requirement of the highest priority for the health, safety and welfare of the citizens of the Town of Longboat Key. The following uses Nos. 1 to 10 inclusive, 12, 14, 15, 16 and 17 to 21 inclusive are approvable uses for Phase I (Exhibit "A" attached to Resolution No. 78-24) comprising the supermarket, drug store and small shops between these two and are also approvable uses for plan titled "Bay Isles Civic & Commercial Center" (Exhibit "B" attached to Resolution No. 78-24). Uses Nos. 22 and 23 are approvable uses for Phase I only. (Exhibit "A" attached to Resolution No. 78-24). Uses Nos. 11 and 13 are additional permissible uses for future phases of plan (Exhibit "B" attached to Resolution No 78-24) in other than Phase I.


- (1) Supermarket
- (2) Specialty food
- (3) Drug store
- (4) Package liquor (take out only) store without lounge.
- (5) Newstand and tobacco
- (6) Apparel

- (7) Specialty shops which do not have a regional market
- (8) Barber/beauty
- (9) Dry cleaning (pick-up only) laundry
- (10) Miscellaneous repair (such as shoe, small appliance and watch or clock repair)
- (11) Restaurants (with or without lounge, dancing permitted, but no floor shows)
- (12) Florists and plants
- (13) Service station (limited to minor customary repairs)
- (14) Savings and Loan Association branch
- (15) Books and cards
- (16) Cameras
- (17) Art gallery
- (18) Hardware
- (19) Sporting goods
- (20) Travel agency
- (21) Antiques
- (22) Sandwich and cheese shop with service bar in the kitchen permitted to serve beer, wine and mixed drinks, with a mandatory closing time of 10:00 P.M.
- (23) Real estate sales office

15. That the total gross square footage of retail commercial uses for the plan entitled Bay Isles Civic & Commercial Center (Exhibit "B") and covered in paragraph 13 above shall be 127,064 square feet, not including existing uses, or the proposed service station, that parking provided in all phases subsequent to the first phase (Phase I, Exhibit "A") shall not exceed four (4) cars per 1,000 square feet of gross commercial area (parking for Phase I being specifically covered in Exhibit "A") and that fifty (50) percent of the total commercial site shall be open landscaped area. The parking area in Exhibit "A" for Phase I shall be reduced to a total of 290 parking spaces and the parking area be developed in a "park-like" manner.


In all other respects Resolution No. 78-24 as amended is hereby ratified.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on December 2, 1981.



 Mayor

Attest:



 Town Clerk

WHEREAS, the Town of Longboat Key has adopted Resolution No. 75-27 approving the Outline Development Plan of Bay Isles PD district, hereinafter referred to as "Bay Isles", for Aryida Corporation, as amended by Resolution No. 78-24 approving the site plan for Bay Isles Civic-Commercial Center and as amended by Resolution Nos. 78-32, 79-8, 80-9, 80-14, 80-24 and 81-13.

WHEREAS, the Town of Longboat Key desires to amend Resolution No. 75-27, subject to the consent of the developer and pursuant to the revision to the approved Outline Development Plan for the Bay Isles Civic-Commercial Center (Phase II) filed by the developer with the Town of Longboat Key on August 14, 1981 and attached to this Resolution as Exhibit "A" and referred to as "Phase II of the Bay Isles Civic-Commercial Center."

WHEREAS, the Planning and Zoning Board has reviewed the application and has recommended to the Town Commission along with their findings that the proposed revised Outline Development Plan be approved, NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the revision to the Outline Development Plan for the Phase II of the Bay Isles Civic-Commercial Center be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval of the Revised Phase II, Bay Isles, Civic-Commercial Center" and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the fourth day of November, 1981.

Clarence B. Bell
Mayor

Attest:

E. Gene Peral
Town Clerk

CONDITIONS REQUISITE FOR APPROVAL OF THE REVISED PHASE II, BAY ISLES, CIVIC-COMMERCIAL CENTER

NOVEMBER 4, 1981

1. Resolution No. 78-24, as amended, conditions attached thereto and numbered 11, 13, 14 and 15 remain in effect in the approval of this revised portion of the Outline Development Plan (Phase II - Bay Isles Civic-Commercial Center), with the one exception of the wording in Condition 11 referring to the campus arrangement of buildings.
2. The total parking spaces numbering 611 are not approved, unless, and until, the Town Commission approves same by amendment to Resolution No. 78-24. In addition, prior to final site plan approval, Condition 11, (a), (b), (c), (d), (e) and (f) shall be amended or modified by the Town Commission.
3. That the approval of this Resolution (No. 81-32) shall be considered by the Town Commission regarding the applicability of these conditions regarding the proposed final submission of Phase II, Bay Isles, Civic-Commercial Center.
4. That this approval is contingent upon the comments of the Town Attorney regarding the form, wording and content of this Resolution.

APRIL 27, 1982

1. Approval of the site plan does not constitute approval or permission for live-aboards.
2. The shower, laundry and toilet room facilities are to be provided by the applicant prior to issuing the first Certificate of Occupancy for any docks. Additionally, wastewater facilities are to be in place and operable prior to the issuance of a Certificate of Occupancy.
3. Approval of the site plan is for a total of 273 boat slips.
4. All utilities shall be placed underground.
5. The loop driveway in the Outline Development Plan shall be replaced with a vehicular traffic circulation system using cul-de-sacs as shown on the approved site plan.
6. The path connection between the cul-de-sacs mentioned in Item 5 above shall be completed prior to the issuance of a Certificate of Occupancy and shall be no less than eight feet in width of paved surface with an unobstructed clearance of no less than two feet on both sides of the path.
7. That the Arvida Corporation will reimburse the Town of Longboat Key for the following equipment whose total price will not exceed \$20,500:
 - 1) One approved fire boat.
 - 2) One 250 GPM fire pump capable of producing 100 PSI at the nozzle.
 - 3) That the fire pump be mounted in the boat as determined by the Fire Department.
 - 4) One 40 GPM floating pump.
 - 5) One turret nozzle.
 - 6) The turret nozzle be mounted in the boat as determined by the Fire Department.
 - 7) One set of stacked tips (for turret nozzle).
 - 8) One foam nozzle (for turret nozzle).
 - 9) One foam eductor 3 percent.
 - 10) 4-5 gallon cans of foam.
 - 11) One folding "A" frame ladder

The above items will be obtained by the Longboat Key Fire Department and reimbursement to the Town of Longboat Key will be made by Arvida Corporation up to a total amount of \$20,500 as mentioned above, at such time as requested by the Town of Longboat Key.

8. That this project will not in any manner prohibit the docking of sailboats or other smaller boats.

A RESOLUTION APPROVING A MASTER PLAN FOR VEHICULAR, PEDESTRIAN AND BICYCLE TRAFFIC CIRCULATION FOR THE BAY ISLES CIVIC/COMMERCIAL CENTER

WHEREAS, Applicant has applied to the Town for approval of a master plan for vehicular, pedestrian and bicycle traffic circulation for the Bay Isles Civic/Commercial Center, and

WHEREAS, the Town Commission has heretofore approved the site plan for the Arvida office complex, and

WHEREAS, one of the conditions of approval of the office complex was that a building permit would not be issued until the master plan for vehicular, pedestrian and bicycle traffic circulation was approved.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the amended master plan for vehicular, pedestrian and bicycle traffic circulation marked Exhibit "A" and attached hereto be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval for the Master Plan for Vehicular, Pedestrian and Bicycle Traffic Circulation for the Bay Isles Civic/Commercial Center" and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the third day of February, 1982.

David C. Bell
Mayor

Attest:

Jane Proal
Town Clerk

CONDITIONS REQUISITE FOR APPROVAL FOR THE MASTER PLAN FOR VEHICULAR,
PEDESTRIAN AND BICYCLE TRAFFIC CIRCULATION FOR THE BAY ISLES CIVIC/
COMMERCIAL CENTER

FEBRUARY 3, 1982

1. That the approval of the northern leg of the circumferential road as a two-lane undivided way is pending approval of entrances and egresses from properties facing on this road. It is the Town's intention that if the road is to be undivided there will be no other curb cuts then for Village Road. If there are to be more curb cuts then the road is to be divided.
2. That approval of the extension of Village Road as it passes Publix Market is pending investigation of an alternate route to Bay Isles Road south of Longboat Key Bank.
3. That the approval of circulation around the "Shopping Plaza" and the "Village Corner" is pending further study of these areas.

A RESOLUTION APPROVING A SITE PLAN

WHEREAS, Applicant has applied to the Town for approval of a site plan for the Bay Isles, Arvida Office Complex, Unit III, Phase 3, Commercial-Civic Center, and

WHEREAS, the building and zoning official has in timely fashion accepted the Application and referred same to the Planning and Zoning Board along with documentation and staff recommendations, and

WHEREAS, the Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission along with their findings that the proposed development be approved, and

WHEREAS, the Town Commission makes these conclusions and findings of fact:

- (a) The plan is consistent with the Comprehensive Plan and the purpose and intent of the zoning district in which it is located.
- (b) The plan conforms with all applicable zoning regulations.
- (c) The plan conforms with the Town's subdivision regulations and all other applicable requirements relating to streets, utility facilities and other essential services.
- (d) The plan is consistent with good design standards in respect to all external relationships.
- (e) The plan conforms to Town policy respecting (a)'sufficiency of ownership, (b) guarantees for completion of all required improvements and continued maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the site plan of the Bay Isles Arvida Office Complex, Unit III, Phase 3, Commercial-Civic Center be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval of the Bay Isles Arvida Office Complex, Unit III, Phase 3, Commercial-Civic Center Site Plan" and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the sixth day of January, 1982.

Alvin C. Bell
Mayor

ATTEST:

F. Jane Paul
Town Clerk

BOOK 3 PAGE 12

CONDITIONS REQUISITE FOR APPROVAL OF THE BAY ISLES ARVIDA OFFICE COMPLEX,
UNIT III, PHASE 3, COMMERCIAL-CIVIC CENTER SITE PLAN

JANUARY 6, 1982

1. The drive-in bank use in a street front or street side yard is a permissible use in this PUD zoning district.
2. The parking area across Bay Isles Road is not approved as part of this site plan. The parking spaces required for this project are required to be located on the same lot as the principal use.
3. The size of the proposed building shall not exceed 23,420 square feet.
4. The setbacks of forty (40) feet from Bay Isles Parkway and fifteen (15) feet from Bay Isles Road are approved by the Town Commission.
5. The proposed driveways will be at least twenty four (24) feet in width at the point where they cross a pedestrian way.
6. An architectural rendering shall be filed with the Town Building Department.
7. The exterior illumination plan shall be approved by the Town staff prior to issuance of a building permit.
8. The bicycle path is to be located on the west side of Bay Isles Road and be eight (8) feet wide and approximately two hundred (200) feet long, and the Master Plan reflecting this change shall be presented to the Town Commission and approved prior to issuance of the building permit.
9. The height of the proposed building shall be shown on the site plans.
10. The proposed sign shall meet the requirements of the Town's Sign Code.

A RESOLUTION APPROVING A SITE PLAN

WHEREAS, Applicant has applied to the Town for approval of a site plan for the Harbourside Moorings commercial project, and

WHEREAS, the building and zoning official has in timely fashion accepted the Application and referred same to the Planning and Zoning Board along with documentation and staff recommendations, and

WHEREAS, the Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission along with their findings that the proposed development be approved, and

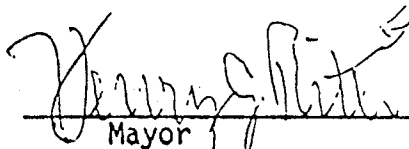
WHEREAS, the Town Commission makes these conclusions and findings of fact:

- (a) The plan is consistent with the Comprehensive Plan and the purpose and intent of the zoning district in which it is located.
- (b) The plan conforms with all applicable zoning regulations.
- (c) The plan conforms with the Town's subdivision regulations and all other applicable requirements relating to streets, utility facilities and other essential services.
- (d) The plan is consistent with good design standards in respect to all external relationships.
- (e) The plan conforms to Town policy respecting (a) sufficiency of ownership, (b) guarantees for completion of all required improvements and continued maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

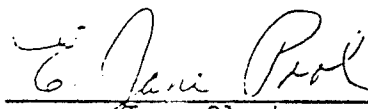
That the site plan of the Harbourside Moorings be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval of the Harbourside Moorings Commercial Project" and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the twenty seventh day of April, 1982.



 Mayor

Attest:



 Town Clerk

CONDITION REQUISITE FOR APPROVAL BAY ISLES GOLF COURSE (18 HOLES),
September 8, 1981.

1. That the developer provide the Town with documents to be recorded dedicating the golf course as open space/recreational uses similar to the document applicable to the Longboat Key Club Course, prior to issuance of a Certificate of Occupancy.

RESOLUTION NO. 81-13

WHEREAS, the Town of Longboat Key has adopted Resolution No. 75-27 approving the Outline Development Plan of Bay Isles PD District, hereinafter referred to as "Bay Isles", for Arvida Corporation, as amended by Resolution No. 78-24 approving the Site Plan for Bay Isles Civic Commercial Center, as amended by Resolution Nos. 78-32, 79-8, 80-9, 80-14 and 80-24.

WHEREAS, the Town of Longboat Key desires to amend Resolution No. 75-27 subject to the consent of the developer, now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

Section 1. That Sub-paragraphs (a) through (i) of Paragraph 16 of Resolution No. 75-27 are hereby deleted and the following schedule of development of Bay Isles substituted in lieu thereof, to-wit:

1. 1980 Fairway Bay MF-A, a midrise and townhouse project
Gas Station in Phase I of Commercial Center
2. 1981 Marina, pilings and Phase I docks
Golf course, 18-holes
Clubhouse, Phase I
Commercial Center, Phase II
Office Building, Arvida Corporate Offices
3. 1982 MF-B-1
MF-C
MF-D
Tennis Complex, Phase I
4. 1983 MF-B-2
MF-E
MF-F
Commercial Center, Phase III Office Buildings
5. 1984 HR-C
MF-J
6. 1985-89 HR-A
MF-1
Townhouse in Unit 2 Bay Isles Lots
Golf Course, Phase II - 9-holes
Tennis Complex, Phase II
Clubhouse, Phase II

7. 1990-94 MF-H
HR-B
MF-K

8. Arvida agrees that upon receiving approval of any application for final approval, it will proceed in an orderly manner to construct and complete the improvements contemplated thereby, although some development may be done in more than one section or phase.

9. In addition to filing this development schedule, Arvida Corporation agrees to file a supplemental schedule annually hereafter to reflect any changes that occur by reason of market conditions or other factors affecting the development schedule.

Section 2. That Resolution No. 75-27 as amended is hereby amended and modified to read as follows:

1. Approval of the amended Outline Development Plan for "Bay Isles" (PD district) is hereby granted, conditioned upon the faithful satisfaction of and adherence to the conditions and requirements set forth herein. The Town reserves the right to impose new, different or additional conditions at the time of application for final approval of any portion of the Outline Development Plan when and to the extent that such conditions are required as a result of material changes in the circumstances which form the factual basis for any determination or finding set forth herein, which conditions are generally applied throughout the Town.

2. The following developments, rights and conditions are granted to or imposed upon the Arvida Corporation, as the case may be, by this Resolution:

A. Development of Bay Isles may continue to completion, provided:

1. That all conditions and requirements set forth in Resolution No. 75-27 as amended and amended by this Resolution are adhered to and satisfied.
2. All requirements of the Ordinances of the Town of Longboat Key as they may now exist or as they may be subsequently amended or enacted during the development of any portion of "Bay Isles" are observed, provided that any such subsequently amended or enacted ordinances apply uniformly throughout the Town and may be constitutionally applied to "Bay Isles."

3. The development of "Bay Isles" as expressed in the Land Intensity Schedule is hereby approved providing for 2,798 units maximum. Said schedule is determined to be in compliance with the now existing Comprehensive Plan of the Town of Longboat Key and land use plan.
- B. Except as specifically provided herein, no further development rights or findings of satisfaction of ordinance requirements are granted by this Resolution.
- C. There shall be no transfer of density from one tract to another of the Land Intensity Schedule.
- D. In the event any of the provisions, conditions or requirements of Resolution No. 75-27 as amended, and amended by this Resolution, are breached by Arvida Corporation, either by omission or commission or in the event development of the several portions of "Bay Isles" PD does not proceed within the maximum time requirements established in the development schedule adopted by the Town Commission and set forth in this document, then the Town shall give written notice to Arvida Corporation of such default or deficiency and a reasonable time period to cure or correct the same, be given in such notice. In the event Arvida Corporation fails to promptly correct such deficiency or default, then the Town Commission shall have the right to terminate this Resolution and Resolution No. 75-27 as amended and all rights granted thereunder. Provided, however, that upon a breach of this Resolution or Resolution No. 75-27 as amended, the Town Commission may reinstate the same if it is established to the satisfaction of the Commission that the omission or commission has been corrected or that the same resulted from the omission or commission of parties other than Arvida Corporation who were not under or within the control of Arvida Corporation and that the breach has been or will be cured. Failure to proceed within the maximum time requirements of the development schedule hereinbelow set forth may not be cured except by reapproval of such schedule or a revised development schedule. Failure of the Town to give the aforementioned written notice shall not be deemed to be a waiver of any breach nor shall any rights accrue to Arvida Corporation by reason of the Town's failure to give written notice.
- E. That the Arvida Corporation shall comply with the building codes in effect on the date of application for building permits.

3. OPEN SPACE - The Town Commission hereby finds that the open space requirements of Ordinance No. 80-1 and the Zoning Code may be satisfied subject to the following conditions:

- A. Under the authority of Ordinance No. 80-9 amending Ordinance No. 80-1 as set forth in paragraph B, below, and the application of a fifty percent (50%) credit thereunder to the Bay Isles PD district, the golf and tennis properties and facilities, hereinafter referred to as "Bay Isles Club facilities", shall be restricted as follows:

~~1. The Club facilities shall be operated as private membership clubs and shall not be operated primarily as commercial enterprises open to the general public.~~

2. Arvida Corporation hereby agrees that at least twenty percent (20%) of the memberships in the Club facilities will be made available to the residents of the Town of Longboat Key who do not reside in Bay Isles (PD district) on the same basis as memberships are made available to residents of the Bay Isles Club PD district. However, if memberships are not applied for by such nonresidents of Bay Isles Club PD to the extent such memberships become available under such agreement, then such memberships may be made available to residents of Bay Isles Club PD or to nonresidents in order that the facilities may be economically operated to full capacity. Further, in the event memberships are not applied for by residents of Bay Isles Club PD to the extent available under this agreement, then such memberships may be made available to additional nonresidents of Bay Isles PD in order that the facilities may be economically operated to full capacity. Arvida Corporation agrees to establish waiting lists for residents of Bay Isles PD and for residents of the Town who do not reside in the Bay Isles Club PD with priority to be given to such membership applicants in accordance with the foregoing percentages. No member shall be precluded from renewal of his or her memberships solely to adjust the foregoing percentages, but adjustments shall be made solely through normal attrition of members.
3. No real property within Bay Isles PD shall be assessed for the operation or maintenance of the Club facilities while such Club facilities are owned by Arvida Corporation, its successors or assigns. This provision shall not be deemed applicable in the event of transfer under the provisions of paragraph 4, below.

4. The Club facilities shall be owned and operated by Arvida Corporation. In the event the Club facilities are offered for sale, a right of first refusal shall be extended to the Town of Longboat Key (for a period of one hundred twenty (120) days). In the event the Town does not exercise the right of first refusal, then Arvida Corporation shall be free to sell said Club facilities.
 5. To the extent that memberships are available, Arvida Corporation, under the provisions of paragraph 2 above, shall not have the right to exclude any property owner in Bay Isles PD from membership in the Club facilities except for failure to pay financial obligations required of all club members or for violation of club rules and regulations which apply to all members.
 6. The Arvida Corporation shall not have the right to expel any Town of Longboat Key resident member of the club except for failure to pay financial obligations required of all club members or for violation of club rules and regulations which apply to all members. Any member who changes his or her class of membership shall lose any priority rights to the former class of membership.
- D. Private or public open space is provided for in the Bay Isles Outline Development Plan, as amended, in excess of the twenty percent (20%) requirements of the Town's Zoning Code, a partial credit, not to exceed fifty percent (50%) of the amount of land required to be conveyed under Ordinance No. 80-1, as amended by Ordinance No. 80-9, is hereby given against the requirements of land to be conveyed or payment of fees in lieu thereof.

4. CREDIT FOR OFF-SITE RECREATIONAL FACILITIES - The Town Commission has considered the requirements of Section 6.77(3), Figure 1, Land Use Intensity Schedule, and Section 6.77(4) of the Town Zoning Code in the light of the intent and purpose of planned unit developments as set forth in Chapter 7 of the Town Zoning Code, and is of the opinion that credit may be given for clustering of recreational facilities outside of the parcel being developed, but within the Planned Unit Development, where there is an assured availability of such facilities to residents of the Planned Unit Development. In consideration thereof and in consideration of the commitment of the developer upon the provisions of paragraph A(4) of this Section

above, the Town Commission is of the opinion that off-site recreational facilities (golf and tennis) provided within this Planned Unit Development may be considered in determining the sufficiency of on-site recreational facilities to the extent of 50% of the requirements of Section 6.77(3) and (4). The aforementioned credit, where feasible, will be applied at the time of each application for final approval of a portion of the Outline Development Plan so as to provide additional off-site recreational facilities or may provide on-site for that portion of the Outline Development Plan under consideration for final approval.

5. The amended Outline Development Plan and the Land Intensity Schedule, Exhibit Nos. 191 - 237, submitted by Arvida Corporation for the property known as Bay Isles, be and the same are hereby approved with the following stipulation, to-wit:

A. That the plan filed by Arvida Corporation is conceptual in nature.

B. The Town Commission does not approve at this time, any of the structures appearing in said plan, other than Fairway Bay.

C. The Town Commission expressly states that all applications for site plan review (final development plans) are to be governed by Section 6-70 of the Town Zoning Code and all other applicable town codes in effect at the time of filing each application.

6. CONSIDERATION - Any item not specifically addressed in this Resolution shall be conclusively deemed not to have been considered by this Resolution and no determination thereof made by this Resolution.

7. SUCCESSORS BOUND - Any person or entity acquiring any interest in or to all or any part of the undeveloped lands of Bay Isles PD shall be deemed to have assumed all of the obligations imposed upon such land by this Resolution. Such assumptions of obligations by a subsequent purchaser shall include the applicable obligations under the terms of this resolution and the PD ordinance applicable to the undeveloped land being purchased.

Section 3. Except as heretofore amended and as amended by this Resolution, the conditions of Resolution No. 75-27 shall continue and be adhered to and satisfied.

Passed at a meeting of the Town Commission of the Town of Longboat Key this 15th day of April, 1981.

Clare P. Bell

Mayor

Attest:

John P. ...

Town Clerk

CONSENT OF DEVELOPER

Arvida Corporation, hereinabove referred to as Applicant, does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and does further acknowledge that the same is binding upon it and its successors or assigns in the manner hereinabove set forth.

ARVIDA CORPORATION

By: _____

Vice-President

Attest:

see original Resolution for signed copy

Assistant Secretary

RECEIVED
MAR 17 1981

RESOLUTION NO. 81-10

RESOLUTION AMENDING RESOLUTION NO. 75-27
APPROVING THE OUTLINE DEVELOPMENT PLAN FOR
BAY ISLES ON August 6, 1975.

WHEREAS, the Town of Longboat Key adopted Resolution No. 75-27 approving the Outline Development Plan for Bay Isles to be developed by Arvida Corporation; and

WHEREAS, the Town of Longboat Key, by motion approved Unit #2, (Bayou Section) Bay Isles.

WHEREAS, the Town of Longboat Key, by Resolution No. 80-24, dated December 3, 1980, amended Resolution No. 75-27; and

WHEREAS, the Town desires to amend the resolution, as amended; now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

1. That the Outline Development Plan attached as Exhibit A to Ordinance No. 75-27, approving the Outline Development Plan for Bay Isles dated August 6, 1975, be and the same is hereby amended to:

A. Approve the density for the Fairway Bay section of Bay Isles for 417 units (85 units less than approved in the original Outline Development Plan); and

B. The total density for Bay Isles is hereby reduced from 2,883 dwelling units to 2,798 dwelling units.

2. That in all other respects, the conditions adopted by the Town Commission of the Town of Longboat Key on August 6, 1975, as amended, shall remain in full force and effect.

Passed at a meeting of the Town Commission of the Town of Longboat Key this 5th day of March, 1981.

Attest:

E. Jane Pool
Town Clerk

[Signature]
Mayor

I, E. Jane Pool, Town Clerk of the Town of Longboat Key, Florida do hereby certify that the above and foregoing is a true and correct copy of the original transaction as recorded in my office.

Witness my hand and seal this 10th day of March 1981.
E. Jane Pool
Town Clerk of the Town of Longboat Key

CONSENT OF DEVELOPER

Arvida Corporation, hereinabove referred to as Applicant, does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and does further acknowledge that the same is binding upon it and its successors or assigns in the manner hereinabove set forth.

ARVIDA CORPORATION

By: Robert Wilhelm
Vice President

Attest:

William J. Dwyer
Assistant Secretary

RESOLUTION NO. 31-9

A RESOLUTION APPROVING A SITE PLAN

WHEREAS, Applicant has applied to the Town for approval of a site plan for Fairway Bay, and

WHEREAS, the building and zoning official has in timely fashion accepted the Application and referred same to the Planning and Zoning Board along with documentation and staff recommendations, and

WHEREAS, the Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission along with their findings that the proposed development be approved with attached conditions, and

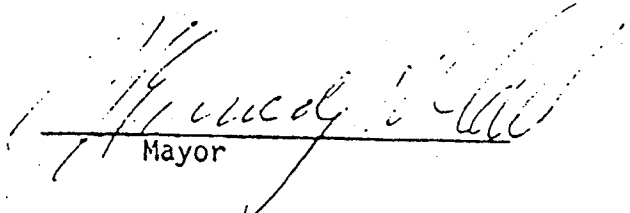
WHEREAS, the Town Commission makes these conclusions and findings of fact:

- (a) The plan is consistent with the Comprehensive Plan and the purpose and intent of the zoning district in which it is located.
- (b) The plan conforms with all applicable zoning regulations.
- (c) The plan conforms with the Town's subdivision regulations and all other applicable requirements relating to streets, utility facilities and other essential services.
- (d) The plan is consistent with good design standards in respect to all external relationships.
- (e) The plan conforms to Town policy respecting (a) sufficiency of ownership, (b) guarantees for completion of all required improvements and continued maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

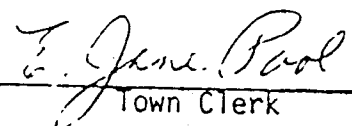
That the site plan of Fairway Bay be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval Fairway Bay project" and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the fifth day of March, 1981.



Mayor

Attest:



Town Clerk

BOOK 2 PAGE 365

1. The Outline Development Plan shows Bay Isles Boulevard with a right-of-way width of eighty (80) feet and a sixteen (16) foot wide grass median strip and two (2) paved traffic lanes each twenty four (24) feet wide. Deviation to a right-of-way width of eighty (80) feet, no median strip and two (2) paved traffic lanes totaling twenty six (26) feet wide as indicated on the site plan is approved.
2. Each dwelling unit is to provide provisions for washers and dryers as required by Section 6.76 of the Zoning Code.
3. A landscape/tree protection plan shall be submitted and approved prior to the issuance of a building permit which will clearly identify the location, size and species of trees to remain, to be relocated on site, and to be removed from the site.
4. Vehicular traffic circulation and the dimensions of parking spaces and aisles shall be shown on the ground floor plans of the midrise buildings. Location and dimensions in accordance with the Town Code.
5. Building heights shall be shown on the plans measured from grade as well as the twelve (12) foot elevation above Mean Sea Level prior to the issuance of a building permit and shall not exceed fifty (50) feet in height and five (5) stories.
6. Building setback lines from the street right-of-way line shall be dimensioned prior to the issuance of a building permit.
7. The maximum length requirements for buildings is hereby waived for buildings numbered 2, 13, 14, 15, 17, 23, 29, M-6 and the pump and generator buildings.
8. Parking area dimension requirements of the Zoning Code are hereby waived for parking spaces opposite buildings numbered 8, 19 and 26.
9. The number of parking spaces shall not exceed 601 spaces.
10. This plan is approved for 332 units. Application for building permits to be filed as follows:

1980-1981	-	124 units
1981-1982	-	114 units
1982-1983	-	94 units
11. It is agreed by the Arvida Corporation and the Town of Longboat Key that no applications for final approval will be submitted until such time as the Town Commission has examined and approved the Conceptual Plan, Revised Land Intensity Schedule and the amended Resolution of Approval of the Amended Outline Development Plan.
12. All utilities shall be placed underground.
13. No Certificate of Occupancy will be granted by the Town until all the amenities for that phase are fully completed.
14. An irrigation well shall be provided on site.
15. The requirements of Ordinance No. 80-9 shall be satisfied by the applicant prior to the issuance of the first Certificate of Occupancy.

RESOLUTION NO. 81-1

A RESOLUTION APPROVING A SITE PLAN FOR A SERVICE
STATION IN BAY ISLES CIVIC-COMMERCIAL CENTER

WHEREAS, the Town adopted Resolution No. 78-24, as amended by Resolution No. 80-14 approving the site plan for Bay Isles Civic-Commercial Center.

WHEREAS, Paragraph 13 of the conditions of approval of Phase I of the Bay Isles Civic-Commercial Center provided that a service station would be a permissible use for other phases of the Civic-Commercial Center and the Town Commission determined that the service station is a permissible use at this time.

WHEREAS, Bay Isles has requested approval of the site plan for a service station in the Bay Isles Civic-Commercial Center;

WHEREAS, the building and zoning official has in timely fashion accepted the Application and referred same to the Planning and Zoning Board along with documentation and staff recommendations;

WHEREAS, the Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission along with their findings that the proposed development be approved with conditions; and

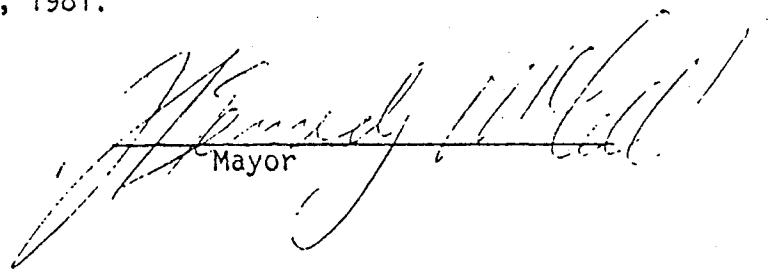
WHEREAS, the Town Commission desires to amend the Resolution approving the site plan; now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

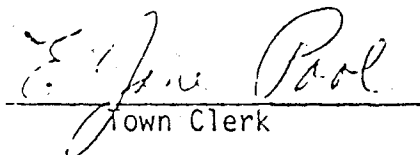
1. That the conditions to the approval of Phase I of Bay Isles Civic-Commercial Center site plan are amended to provide that a service station is a permissible use.

2. That the site plan for a service station in the Bay Isles Civic-Commercial Center be and the same is hereby approved subject to the conditions attached hereto and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the 7th day of January, 1981.


Mayor

Attest:


Town Clerk

CONDITIONS REQUISITE FOR APPROVAL OF A SITE PLAN FOR A SERVICE STATION IN
BAY ISLES CIVIC-COMMERCIAL CENTER

JANUARY 7, 1981

1. The three future bays and storage area shown on the first sheet (not numbered) of the architectural plans are not considered as a part of this application for site plan approval.
2. Conveyance to the Town of Longboat Key of not less than one (1) acre for a fire station or public safety building shall be completed and approved by the Town Attorney prior to the issuance of a building permit.

RESOLUTION NO. 80- 24

RESOLUTION AMENDING RESOLUTION NO. 75-27
APPROVING THE OUTLINE DEVELOPMENT PLAN
FOR BAY ISLES ON July 21, 1976.

WHEREAS, the Town of Longboat Key adopted Resolution No. 75-27 approving the Outline Development Plan for Bay Isles to be developed by Arvida Corporation; and

WHEREAS, the Town of Longboat Key, by motion approved Unit #2, (Bayou Section) Bay Isles, subject to 14 conditions on July 21, 1976; and

WHEREAS, condition No. 14. pertained to the maintenance of an erosion control line along Longview Drive; and

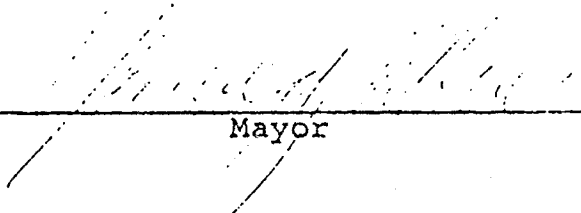
WHEREAS, the Town desires to amend the resolution, as amended, by motion adopted on July 21, 1976; now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

1. That condition No. 14. of the conditions of approval by the Town Commission dated July 21, 1976, is hereby amended to adopt the proposed plan prepared by Dr. John Morrill to stabilize said shoreline, subject to the immediate implementation by Arvida; provided, however, should erosion subsequently occur, notwithstanding the implementation of Dr. Morrill's plan to prevent said erosion, Arvida shall immediately, upon notification by the Town of Longboat Key, install a seawall or riprap along the shoreline on Longview Drive.

2. That in all other respects, the conditions adopted by motion of the Town Commission of the Town of Longboat Key on July 21, 1976 shall remain in full force and effect.

Passed at a meeting of the Town Commission of the Town of Longboat Key this 3rd day of December, 1980.



Mayor

Attest:



Town Clerk

July 26, 1976

*Perimeter
Canal*

Final Outline Development Approval & Preliminary Plat Approval - Unit #2,
(Bayou Section) Bay Isles - Conditions Approved by Town Commission 7/21/76

1. Tract A, which is included in the legal description of the area and shown on the plat to be recorded, will not be developed at this time and will require submission of a new application when development is desired.
2. Tracts B and C will be used only as landscaped buffer areas, and not as building lots.
3. Items marked "future" on the plans (see, for example, Drawing No. 191-136) are neither approved nor disapproved at this time.
4. The sanitary sewer force lines shall be ductile iron.
5. Proposed intersection Bay Isles Parkway and Gulf of Mexico Drive shall include left turn stacking lane for GMD southbound traffic left turn movement.
6. Original grades are to be shown in profile in order to determine if any of the proposed improvements are to be placed on fill ground.
7. Indicate method of tree protection.
8. A planted buffer may be required between Tract A and lots 51, 25, 22, 21, 18, 17, 14 and 13 if Tract A is developed other than single family.
9. Minimum setbacks shall comply with setback regulations for R-1 districts. Building setback lines are to be indicated on plan. For narrow width and irregular shaped lots R-1 minimum setbacks equitably interpreted should provide adequate setback standards.
10. Free access to the waterway will be granted by Arvida to all lot owners adjoining the thin strip of land along the north and east sides of the 50-foot waterway.
11. The land between the existing waterway and Longview Drive will remain as a buffer zone.
12. All necessary approvals from other governmental agencies, such as the Florida DOT, must be obtained and evidence thereof submitted to the Town staff before building permits may be issued.
13. Test borings are required. The Town will specify location and engineering firm to perform testing. Arvida will assume cost.
14. Arvida shall establish a base line along Longview Drive by installing concrete monuments. Each monument shall be indicated on plan and its offset distance from the edge of canal shown. Should more than 5' of erosion occur at any one point, Arvida shall install a seawall or riprap as proposed on the opposite side of the canal at the point of erosion.

jp

RESOLUTION NO. 80-14

A RESOLUTION AMENDING RESOLUTION NO. 78-24
APPROVING A SITE PLAN

WHEREAS, the Town Commission adopted Resolution No. 78-24 approving a site plan for Phase I of Bay Isles Civic-Commercial Center of the Arvida Corporation Civic-Commercial Center; and

WHEREAS, Arvida Corporation has requested an amendment be made of the conditions to the approval of Phase I of the Bay Isles Civic-Commercial Center; and

WHEREAS, the Town desires to amend the resolution approving the site plan; now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the conditions to the approval of Phase I of Arvida Corporation's Bay Isles Civic-Commercial Center site plan are amended as follows:

1. Paragraph 13 is amended to read:

13. That the kinds of commercial activity in the Bay Isles Civic & Commercial Center (Exhibit "B" attached to Resolution No. 78-24) be strictly limited to those which will not draw shoppers from beyond the Island of Longboat Key. The special problems of handling traffic on Gulf of Mexico Drive makes this requirement of the highest priority for the health, safety and welfare of the citizens of the Town of Longboat Key. The following uses Nos. 1 to 10 inclusive, 12, 14, 15, 16 and 17 to 21 inclusive are approvable uses for Phase I (Exhibit "A" attached to Resolution No. 78-24) comprising the supermarket, drug store and small shops between these two and are also approvable uses for plan titled "Bay Isles Civic & Commercial Center" (Exhibit "B" attached to Resolution No. 78-24). Uses Nos. 22 and 23 are approvable uses for Phase I only. (Exhibit "A" attached to Resolution No. 78-24). Uses Nos. 11 and 13 are additional permissible uses for future phases of plan (Exhibit "B" attached to Resolution No. 78-24) in other than Phase I.

- (1) Supermarket
- (2) Specialty food
- (3) Drug store
- (4) Package liquor (take out only) store without lounge.

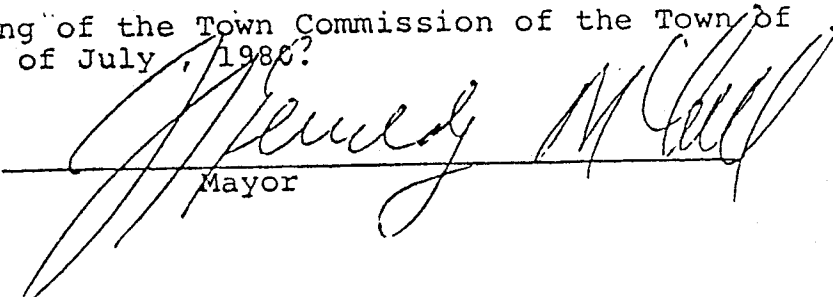
- (5) Newsstand and tobacco
- (6) Apparel
- (7) Specialty shops which do not have a regional market
- (8) Barber/beauty
- (9) Dry cleaning (pick-up only) laundry
- (10) Miscellaneous repair (such as shoe, small appliance and watch or clock repair)
- (11) Restaurants (with or without lounge, dancing permitted, but no floor shows)
- (12) Florists and plants
- (13) Service station (limited to minor customary repairs)
- (14) Savings & Loan Association branch
- (15) Books and cards
- (16) Cameras
- (17) Art gallery
- (18) Hardware
- (19) Sporting goods
- (20) Travel agency
- (21) Antiques
- (22) Sandwich shop, ice cream parlor combination
- (23) Real estate sales office

2. Paragraph 14 is amended to read:

14. That uses such as department stores, home furnishing stores, health club, stock brokerage, small dime store type variety store and theaters are not included in the above list of approvable uses and are seen by the Town Commission as having a high likelihood of appealing to shoppers from off-island. Thus any future approval of these specific uses in additional phases of the Bay Isles Civic & Commercial Center (Exhibit "B") shall be only by special exception of the Town Commission.

In all other respects Resolution No. 78-24, as amended, is hereby ratified.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the 16th day of July, 1980.



 Mayor

Attest:



 Town Clerk

A RESOLUTION AMENDING RESOLUTION NO. 78-24 APPROVING A SITE PLAN

WHEREAS, Applicant, Arvida Corporation, has applied to the Town for approval of a site plan for Phase I of its Bay Isles Civic-Commercial Center, and

WHEREAS, the Town Commission adopted Resolution No. 78-24 approving a site plan for Phase I of Arvida Corporation's Bay Isles Civic-Commercial Center on July 24, 1978, and

WHEREAS, the Town Commission adopted Resolution No. 78-32 amending Resolution No. 78-24 approving the site plan on October 11, 1978, and

WHEREAS, the Town Commission adopted Resolution No. 79-8 amending Resolution No. 78-24 approving the site plan on June 27, 1979, and

WHEREAS, the Town Commission desires to amend the Resolution approving the site plan, now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the conditions of the site plan for Phase I of Bay Isles Civic-Commercial Center be and the same are hereby amended as follows:

16. That conditioned upon approval of Phase I (Exhibit "A") that no Certificate of Occupancy be issued on any other part of Bay Isles Civic-Commercial Center than Publix and Eckerd's until the following are satisfied:

- (b) Location and conveyance to the Town of the proposed Public Safety building site (including Fire Station) of not less than one (1) acre on or before September 15, 1980;
- (c) Provisions for signalization on Gulf of Mexico Drive when authorized by the Florida Department of Transportation;
- (d) That drawing plan (Exhibit "B") be amended to effect the changes required by this Resolution.

In all other respects Resolution No. 78-24, as amended by Resolution No. 78-32 is hereby ratified.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the 20th day of May, 1980.

Attest:

E. Jane Pool
Town Clerk

[Signature]
Mayor

50-4

RESOLUTION NO. 79- 8

A RESOLUTION AMENDING RESOLUTION NO. 78-24
APPROVING A SITE PLAN

WHEREAS, Applicant, Arvida Corporation, has applied to the Town for approval of a site plan for Phase I of its Bay Isles Civic-Commercial Center, and

WHEREAS, the Town Commission adopted Resolution No. 78-24 approving a site plan for Phase I of Arvida Corporation's Bay Isles Civic-Commercial Center on July 24, 1978; and

WHEREAS, the Town Commission adopted Resolution No. 78-32 amending Resolution No. 78-24 approving the site plan on October 11, 1978, and

WHEREAS, the Town Commission desires to amend the Resolution approving the site plan, now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the conditions of the site plan for Phase I of Bay Isles Civic-Commercial Center be and the same are hereby amended as follows:

16. That conditioned upon approval of Phase I (Exhibit "A") and prior to approval on any other phase of the Arvida Corporation's Outline Development Plan for Bay Isles, and prior to a Certificate of Occupancy being issued for any part of the Bay Isles Civic and Commercial Center (Exhibit "B"), the following shall be resolved to the satisfaction of the Town:

- (b) Location and conveyance to the Town of the proposed Public Safety (including Fire Station) building site of not less than one (1) acre;
- (c) Provisions for signalization on Gulf of Mexico Drive;
- (d) That drawing plan (Exhibit "B") be amended to effect the changes required by this resolution.

In all other respects Resolution No. 78-24, as amended by Resolution No. 78-32 is hereby ratified.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the 27th day of June, 1979.

Attest:

E. Gene Pool
Town Clerk

James Kennedy McCall
Mayor

RESOLUTION NO. 78-32

A RESOLUTION AMENDING RESOLUTION NO. 78-24
APPROVING A SITE PLAN

WHEREAS, Applicant, Arvida Corporation, has applied to the Town for approval of a site plan for Phase I of its Bay Isles Civic-Commercial Center, and

WHEREAS, the Town Commission adopted Resolution No. 78-24 approving a site plan for Phase I of Arvida Corporation's Bay Isles Civic-Commercial Center on July 24, 1978, and

WHEREAS, the Town Commission desires to amend the Resolution approving the site plan, now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the conditions of the site plan for Phase I of Bay Isles Civic-Commercial Center be and the same are hereby amended as follows:

4. That the supermarket shall have a gross maximum of 36,580 square feet; provided that 6,580 square feet may be used only for storage purposes unless the Town Commission by resolution shall approve its use for other supermarket purposes. Applicant, Arvida Corporation, shall promptly furnish the Town with a document in recordable form to be recorded in the public records of Sarasota County, Florida, waiving any legal estoppel available to it should the Town not approve the use of the foregoing storage area for other supermarket purposes.

15. That the total gross square footage of retail commercial uses for the plan entitled Bay Isles Civic & Commercial Center (Exhibit "B") and covered in paragraphs 13 and 14 above shall be 126,500 square feet, not including existing uses, or the proposed service station, that parking provided in all phases subsequent to the first phase (Phase I, Exhibit "A") shall not exceed four (4) cars per 1,000 square feet of gross commercial area (parking for Phase I being specifically covered in Exhibit "A") and that fifty (50) percent of the total commercial site shall be open landscaped area. The parking area in Exhibit "A" for Phase I shall be reduced to a total of 250 parking spaces and the parking area be developed in a "park-like" manner.

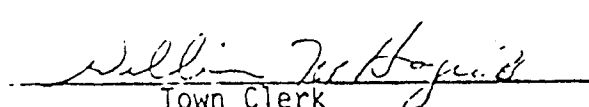
In all other respects Resolution No. 78-24 is hereby ratified.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the 11th day of October, 1978.

Attest:



Mayor



Town Clerk

BOOK 2 PAGE 211

RESOLUTION NO. 78-24

A RESOLUTION APPROVING A SITE PLAN

WHEREAS, Applicant has applied to the Town for approval of a site plan for Phase I of its Bay Isles Civic-Commercial Center, and

WHEREAS, the building and zoning official has in timely fashion accepted the Application and referred same to the Planning and Zoning Board along with documentation and staff recommendations, and

WHEREAS, the Planning and Zoning Board has reviewed the Application and has recommended to the Town Commission along with their findings that the proposed development be Approved with conditions, and

WHEREAS, the Town Commission makes these conclusions and findings of fact:

- (a) The plan is consistent with the comprehensive plan and the purpose and intent of the zoning district in which it is located.
- (b) The plan conforms with all applicable zoning regulations.
- (c) The plan conforms with the Town's subdivision regulations and all other applicable requirements relating to streets, utility facilities and other essential services.
- (d) The plan is consistent with good design standards in respect to all external relationships.
- (e) The plan conforms to Town policy respecting (a) sufficiency of ownership, (b) guarantees for completion of all required improvements and continued maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the site plan for Phase I of the Bay Isles Civic-Commercial Center be and is hereby approved subject to the conditions attached hereto marked "Conditions Requisite for Approval Phase I, Bay Isles, Civic-Commercial Center" and dated concurrently with this Resolution.

ADOPTED at a meeting of the Town Commission of the Town of Longboat Key on the 24th day of July, 1978.

Richard A. Decker
Mayor

Attest:

Willie M. Hays
Town Clerk

CONDITIONS REQUISITE FOR APPROVAL PHASE I, BAY ISLES CIVIC-COMMERCIAL CENTER,
JULY 24, 1978

The following are conditions to the approval of the first phase (Phase I) of Arvida Corporation's Civic-Commercial Center, Marked Exhibit "A" and attached to this Resolution.

1. Retention of existing trees to the fullest extent practicable.
2. High quality architectural and landscaping treatments. That the architecture of the buildings to be erected are to be of the same type and character as shown in an architectural rendering prepared for the applicant and submitted to the Town, copy of which is attached to this Resolution.
3. Service yards hidden to the fullest extent practicable.
4. That the supermarket shall have a gross maximum of 30,000 square feet.
5. That the commercial area will be patrolled by privately employed security force.
6. That all signs, logos, trademarks shall conform to the sign ordinance of the Town of Longboat Key as to character, size and number.
7. That landscaping and tree protection approval by the Town Commission shall be a prerequisite to issuance of a building permit.
8. That treatment of the sides and rear of buildings be comparable to that of the street frontage as required by the Zoning Ordinance of Longboat Key.
9. That a lighting plan be reviewed and approved by the Staff for adequacy.
10. ~~Other requirements, if any, from Staff recommendations.~~ *E. J. P.*
11. That the plan titled "Bay Isles Civic & Commercial Center" marked Exhibit "B" and attached to this Resolution be accepted as representing an approvable concept in terms of vehicular and pedestrian circulation, mix of uses, campus arrangement of buildings, open space landscaping and the like. The Town Commission recognizes that marketing conditions change over time and the applicant may, as to future phases, wish in the future to amend this plan. It is the Commission's wish that such future amendments be considered approvable only if the general concept of the plan (Exhibit "B") is preserved and its good design features retained. These features include:
 - (a) Modified interior loop road with minor connection between two major access roads.
 - (b) Separated parking lots well planted.
 - (c) Campus arrangement of buildings connected with pedestrian ways.
 - (d) Public plaza.
 - (e) Bus and taxi station.
 - (f) Vehicular access to main shopping structures.

- (g) Retention of existing trees to the fullest extent practicable.
- (h) High quality architectural and landscaping treatments.
- (i) Service yards hidden to the fullest extent practicable.
- (j) Security patrol for commercial areas.

12. That the following items are required restrictions and implementations relative to the plan Exhibit "B" and insofar as applicable to Phase I, Exhibit "A":

- (a) That the service station presently shown on plan, Exhibit "B", be relocated to adjacent the intersection of Bay Isles Parkway and Gulf of Mexico Drive. There shall be no entrance or exit to Gulf of Mexico Drive from this station. The service station shall be an ordinary gas station limited to making minor repairs.
- (b) That the site on plan Exhibit "B" for a service station shall be maintained as open landscaped space except as some portion of the site may be needed for an expansion of the drive-in facilities of the existing Ellis Longboat Key Bank.
- (c) That the "Future Auto Bank" facility for which a site is shown on plan Exhibit "B" intended for the Ellis Bank be eliminated and the latter be allowed to expand the drive-in facility of its present structure.
- (d) That on plan Exhibit "B" and insofar as applicable on Phase I Exhibit "A" there shall be a planting buffer setback provided along Gulf of Mexico Drive of no less than fifty (50) feet. Landscaped berms at least four (4) feet high shall be provided in this buffer area wherever its width measured perpendicular to the road is less than eighty (80) feet. A landscaped buffer of at least fifty (50) feet shall be provided along the full length of the northern boundary of the Civic-Commercial Center with Buttonwood Harbor.

13. That the kinds of commercial activity in the Bay Isles Civic & Commercial Center (Exhibit "B") be strictly limited to those which will not draw shoppers from beyond the Island of Longboat Key. The special problems of handling traffic on Gulf of Mexico Drive makes this requirement of the highest priority for the health, safety and welfare of the citizens of the Town of Longboat Key. The following uses Nos. 1 to 10 inclusive, 12, 15, 16 and 17 to 21 inclusive are the only approvable uses for Phase I (Exhibit "A") comprising the supermarket, drug store and small shops between these two and are also approvable uses for plan titled "Bay Isles Civic & Commercial Center (Exhibit "B"). Uses Nos. 11, 13 and 14 are additional permissible uses for future phases of plan (Exhibit "B") in other than Phase I.

- (1) Supermarket
- (2) Specialty food
- (3) Drug store
- (4) Package liquor (take out only) store without lounge.
- (5) Newsstand and tobacco
- (6) Apparel
- (7) Specialty shops which do not have a regional market
- (8) Barber/beauty
- (9) Dry cleaning (pick-up only) laundry
- (10) Miscellaneous repair (such as shoe, small appliance and watch or clock repair)

- (11) Restaurants (with or without lounge, dancing permitted, but no floor shows)
- (12) Florists and plants
- (13) Service station (limited to minor customary repairs)
- (14) Banks and Savings & Loans
- (15) Books and cards
- (16) Cameras
- (17) Art gallery
- (18) Hardware
- (19) Sporting goods
- (20) Travel agency
- (21) Antiques

14. That uses such as department stores, home furnishing stores, health club, stock brokerage, real estate, small dime store type variety store and theaters are not included in the above list of approvable uses and are seen by the Town Commission as having a high likelihood of appealing to shoppers from off-island. Thus any future approval of these specific uses in additional phases of the Bay Isles Civic & Commercial Center (Exhibit "B") shall be only by special exception of the Town Commission.
15. That the total gross square footage of retail commercial uses for the plan entitled Bay Isles Civic & Commercial Center (Exhibit "B") and covered in paragraphs 13 and 14 above shall be 126,500 square feet, not including existing uses, or the proposed service station, that parking provided in all phases subsequent to the first phase (Phase I, Exhibit "A") shall not exceed four (4) cars per 1,000 square feet of gross commercial area (parking for Phase I being specifically covered in Exhibit "A") and that fifty (50) percent of the total commercial site shall be open landscaped space.
16. That conditioned upon approval of Phase I (Exhibit "A") and prior to approval of any other phase of the Arvida Corporation's Outline Development Plan for Bay Isles, including the Bay Isles Civic & Commercial Center (Exhibit "B"), the following shall be resolved to the satisfaction of the Town:
- (a) Location and conveyance of title to the Town of the proposed water tower site.
 - (b) Location and conveyance to the Town of the proposed Public Safety (including a fire station) building site of not less than one (1) acre.
 - (c) Provisions for signalization on Gulf of Mexico Drive.
 - (d) That drawing plan (Exhibit "B") be amended to effect the changes required by this resolution.

RESOLUTION NO. 76- 3

A RESOLUTION APPROVING THE OUTLINE
DEVELOPMENT PLAN OF "BAYOU SECTION OF
BAY ISLES" AS AN AMENDMENT TO A PORTION
OF THE PREVIOUSLY APPROVED OUTLINE
DEVELOPMENT PLAN OF "BAY ISLES"

WHEREAS, ARVIDA CORPORATION, hereinafter referred to as "Applicant", heretofore received approval of the Town Commission of an Outline Development Plan for "Bay Isles" under Resolution No. 75-27 adopted August 6, 1975; and

WHEREAS, Applicant has applied to the Town for approval of a Revised Outline Development Plan for that portion of "Bay Isles" to be known as the "Bayou Section of Bay Isles" under the Code of the Town of Longboat Key; and

WHEREAS, the Town Building and Zoning Official, the Planning and Zoning Board and the Town Commission have each examined such Application and made certain recommendations relative thereto; and

WHEREAS, the Town of Longboat Key has held a public hearing concerning said Application; and

WHEREAS, the Town Commission has found the following:

1. The Revised Plan for the "Bayou Section of Bay Isles" is consistent with the objectives of the Planned Unit Development and the Town's Development Plan.

2. The Plan does not depart from the Planning and Zoning Regulations of the Town.

3. The location and the amount of the common open space as shown on the Plan shall be maintained for the following purposes: perimeter channel and waterway. The proposal of the Applicant is reliable for the maintenance and conservation of such open space and the amount and purpose of the open space of this development, when considered in conjunction with the remaining development and proposed development of "Bay Isles", is adequate as it relates to the density of this development and the total density of "Bay Isles".

4. The plan makes adequate provision for public services, including water, sewer, vehicular traffic, parking, lighting, air receipt and visual enjoyment.

5. The development will have a beneficial relationship to the neighborhood in which it is to be established.

6. Said Plan has sufficient terms and conditions to protect the interest of the public and the residents and owners of the Planned Unit Development in the integrity of the Plan.

NOW, THEREFORE

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the foregoing Outline Development Plan for the "Bayou Section of Bay Isles" be and the same is hereby approved as an Amendment to that portion of the previously approved Outline Development Plan for "Bay Isles" subject to the following conditions, to-wit:

A. That the total density of said Development shall not exceed one hundred and forty-four (144) units.

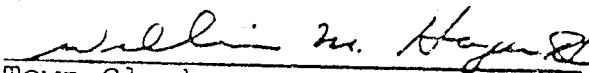
B. That the difference in density between that previously approved for Tracts "G" and "L" and that hereinabove approved amounting to two hundred and eighty-two (282) units shall be reallocated equally among all of the remaining multi-family tracts in Bay Isles (which tracts are identified as Tracts "A" through "F" and "H" through "K" on Exhibit "D" attached to Applicant's original Application pertaining to Bay Isles).

C. To the extent that the foregoing may be inconsistent with the terms, conditions and stipulations of Resolution No. 75-27, the same is so modified, but the remaining terms, conditions and stipulations of said Resolution No. 75-27 shall continue in full force and effect.

PASSED AND DULY ADOPTED at a meeting of the Town Commission of the Town of Longboat Key this 18th day of February, 1976.


Mayor

Attest:


Town Clerk

RESOLUTION NO. 75-27

RESOLUTION APPROVING THE OUTLINE DEVELOPMENT PLAN OF
"BAY ISLES" BY ARVIDA CORPORATION

WHEREAS, Applicant, Arvida Corporation, has applied to the Town for approval of an Outline Development Plan as amended on April 8, 1975, pertaining to lands located in the "P-D" Zoning District, and

WHEREAS, the Town of Longboat Key has held a public hearing concerning said application; and

WHEREAS, the Town of Longboat Key has found that the approval of the Outline Development Plan as disclosed on the Exhibit attached to the Arvida Corporation's Exhibits:

(a) Will not be detrimental to the public health, safety, comfort, order, appearance, convenience, morals and general welfare of the residents of the Town of Longboat Key; and

(b) The Applicant has made adequate provisions for water and sewer services, traffic and traffic control, fire and police protection subject to the conditions herein enumerated; now, therefore,

BE IT RESOLVED BY THE TOWN OF LONGBOAT KEY:

That the Outline Development Plan submitted by Arvida Corporation for the development of property known as "Bay Isles" be and the same is hereby approved subject to the

REC. 2 FILE 14

following conditions and stipulations, to wit:

1. That portion of the above described property which is presently owned by the Town of Longboat Key shall be excluded from the Outline Development Plan, thereby resulting in a deduction of 4 acres which leaves a net acreage of 720.88 acres included in said plan.

2. The gross residential density of said property shall be limited to four units per acre which, when multiplied by the gross acreage of 720.88 acres, will permit a maximum of 2,883 residential units to be constructed on said property.

3. A copy of the Outline Development Plan for the aforesaid property, which development is to be known as "Bay Isles", is attached hereto as Exhibit "A" and by this reference incorporated herein.

4. In consideration of the approval of said Outline Development Plan by the Town, Applicant has agreed to convey to the Town for the purposes and at the time hereinafter specified the fee simple title to the following parcels of land, to wit:

a. A parcel of land approximately one acre in size to be located in the immediate vicinity of the civic and commercial center, the exact location to be mutually agreed upon by the parties based upon the recommendations of the Insurance Service Office or a land planner, which site is to be used for the construction of a fire station by the Town.

b. A parcel of land approximately one acre in size to be located in such area as developer and the Town shall mutually agree, (either within the Bay Isles development or on other land owned by Applicant) the exact location to be based on sound engineering principles, which site is to be used for the construction of a water reservoir tank by the Town.

c. A parcel of land 100 feet in width adjacent to and northerly of the property presently owned by the Town extending from Bay Isles Road to the west property line of Applicant's property, which land is to be used for expansion of the Town Hall or library or a similar public purpose.

d. Conveyance of title to the parcels referred to in Paragraphs a and b shall be at the time when the Town is actually ready and able to commence construction of the respective improvements thereon. Conveyance of title to the property referred in Paragraph c shall be at the time Applicant receives final approval of any portion of the Bay Isles Development Plan. Each of the aforementioned conveyances of title shall be subject to deed restrictions similar to those made a part of the prior conveyance by Applicant to the Town of Longboat Key limiting the use thereof, however, to the purposes hereinabove specified.

5. That portion of the civic and commercial center reflected on the Outline Development Plan as being available

for church sites (approximately 10 acres) shall be deemed to be a civic use and not to be a part of the permitted commercial area provided it is used for a purpose properly defined as a civic use.

6. The preliminary plan for surface water drainage submitted by the Applicant (Exhibit "C" attached hereto) is hereby approved and shall be made a part of the Town's file pertaining to this application. Lakes, streams and waterways (other than Mud Lake) shall be provided with dams, weirs, or other control devices as heretofore approved by the State Department of Pollution Control. Applicant's final drainage plan shall be subject to approval by the Town's consulting engineers.

7. Applicant will provide for acceleration and deceleration lanes on entrances to Bay Isles from Gulf of Mexico Drive if required either by the Town or by the Florida Department of Transportation, which lanes shall be installed at the expense of Applicant.

8. All roads located in Bay Isles will be private roads with the exception of the major collector road servicing the civic and commercial area which shall be public roads. Such public roads will be dedicated to the Town by the Applicant from time to time as Applicant offers a plat of any portion of such civic and commercial center for final approval. The cost of constructing such public roads and

streets shall be at Applicant's expense, but future maintenance shall be by the Town. The remaining roads and streets in Bay Isles shall be deemed to be private streets and roads to be constructed by Applicant or its assigns and thereafter to be maintained either by Applicant or by a property owner's association formed by the Applicant as hereinafter provided.

9. Exhibit "C" (attached hereto) submitted by Applicant reflects the Applicant's preliminary plan for the interior road system of Bay Isles. The minimum width of the right-of-way of said interior roads shall be as follows:

(a) The major entrance road into Bay Isles extending from Gulf of Mexico Drive in a northerly direction along the easterly side of the civic and commercial center and continuing northerly to the T intersection adjacent to the area identified as "MF-I" shall be 100 feet in width.

(b) The right of way of the collector street which provides the main entrance at the southerly end of Bay Isles extending from Gulf of Mexico Drive northerly to its intersection with the main road described in Paragraph (a), above, shall be 80 feet in width.

(c) The roads extending laterally from the road described in Paragraph (a) into the multi-family areas designated as areas G, H, I, K and L and high rise area A and B shall be 60 feet in width.

(d) The right of way of the streets in the single family areas shall be 50 feet in width.

10. Exhibit "B" (attached hereto) submitted by Applicant reflects a general location for bicycle paths and pedestrian pathways, including potential access to the Gulf side of Gulf of Mexico Drive (if such usage is permitted by the Florida Department of Transportation). At the time of applying for final approval of any portion of the Bay Isles development, either the final plat or the construction plans shall reflect the exact location of any such bicycle paths and pedestrian walkways located within that portion and to be constructed as a part thereof.

11. Provision shall be made by the Applicant for access by emergency vehicles only over and across the following portions of said bicycle paths and pedestrian walkways, to wit:

(a) Between Bogey Lane and the southerly portion of the single family area.

(b) Between the two cul-de-sacs located in the northwesterly portion of the Bay Isles development.

(c) Between the marina area and the cul-de-sac located in the multi-family area on the northeasterly portion of the Bay Isles development.

(d) Such access routes shall be so constructed as to discourage any vehicular traffic except emergency vehicles.

(e) Such emergency routes shall be used only during actual emergencies.

12. It is understood by the Applicant that the Florida Department of Transportation may, at some time in the future, widen Gulf of Mexico Drive which extends along the westerly boundary of Bay Isles. Accordingly, Applicant agrees to reserve and set aside a strip of land 20 feet in width along that portion of Bay Isles which abuts the easterly right-of-way line of Gulf of Mexico Drive, which land will be dedicated to the State for road right-of-way purposes at such time as said land (or any lesser portion thereof) is actually required for this specific purpose. In the interim, however, it is understood that such strip of land may be conveyed by Applicant to a Home Owners' Association as a part of the common open space of Bay Isles, although in such event this covenant shall run with the title to such land and said association shall be bound to subsequently dedicate such right-of-way to the State in accordance with the foregoing provisions. It is further understood that Applicant has heretofore granted an easement over said land to Florida Power and Light Company and reserves the right to grant additional easements over and across said property. Applicant further reserves the right to construct bicycle and pedestrian path ways over said property. As each plat affecting any portion of such strip is offered for final approval, Applicant agrees to indicate the foregoing reservation of record either by including reference thereto on the plat or by separate

document to be recorded simultaneously therewith.

13. Applicant acknowledges that the entrances into Bay Isles may eventually require traffic signalization lights. At such time as these lights are requested by the Town and installation is approved by the Florida Department of Transportation, Applicant agrees to supply and install such lights or pay the cost thereof if installed by a State agency. Upon installation, future maintenance costs and operating costs will be borne either by the State Department of Transportation or by the Town of Longboat Key.

14. The necessity for protecting present and future residents of the Town from the burden of assuming the cost of certain facilities and services that should be borne by this development is recognized by this paragraph which sets out the responsibility for original construction of a facility and also sets forth provisions for bearing future maintenance costs of each facility, to wit:

Facility	Responsibility For Construction	Responsibility For Future Maintenance
Golf course, tennis courts and Club House facilities	Arvida Corp., or assigns	Arvida Corp., or assigns
Recreational facilities other than Golf course, tennis courts and Club House	Arvida Corp., or assigns	Arvida Corp., or homeowners' association
Marina and boat docking facilities	Arvida Corp., or assigns	Arvida Corp., or assigns

Common open space	Arvida Corp., or assigns	Arvida Corp., or homeowners' association
Bicycle paths and pedestrian walkways	Arvida Corp. or assigns	Arvida Corp., or homeowners' association
Lakes, interior can- als and retention ponds	Arvida Corp. or assigns	Arvida Corp., or homeowners' association
Boat access channels and perimeter chan- nel (including banks of channels)	Arvida Corp., or assigns	Arvida Corp., or homeowners' association

15. In order to efficiently carry out the future responsibility for maintenance of the various facilities, as hereinabove enumerated, Applicant shall have the right to create as many neighborhood property owners' associations and condominium associations as it may deem desirable and shall also have the right to form a master property owners' associations and condominium associations as it may deem desirable and shall also have the right to form a master property owners' association comprised of all property owners in Bay Isles (either directly or by representation), which associations shall be chartered as non-profit corporations under the laws of the State of Florida and whose primary purposes shall be the operation, management and maintaining of those facilities designated for the use and benefit of the residents of Bay Isles.

16. This Commission recognizes the extreme difficulty in establishing any fixed and unalterable time period within

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which the Applicant will file applications for the final approval of the numerous phases of development of Bay Isles due to constantly changing circumstances pertaining to land development and home construction. Therefore, this Commission has accepted the following schedule of sequence of development or phasing over the next five years as sufficiently meeting the intent of the Ordinance in this respect, to wit:

(a) The first stage of development will be the 13 lots comprising the southernmost tier of single family subdivision lots adjacent to Country Club Shores. Application for final approval of such subdivision plat will be made within six months after date hereof.

(b) The second phase of development will be the remaining portion of the single family subdivision lots located at the southerly end of Bay Isles (consisting of 67 lots), the platting of which lots will take place in either two or three stages. Application for final approval of such plats will be made within one year after date hereof.

(c) The third phase of development will be the low density, low rise residential area located adjacent to and northeasterly of Buttonwood Harbor, which development will consist of either single family lots, patio homes or townhouses (or a mixture thereof). Application for final approval of plats of this area will be made within one year after date hereof.

(d) Within the next two years after date hereof,

Applicant will apply for final approval of several additions to the civic and commercial center. Periodically thereafter, during the course of development of other portions of Bay Isles, final approval will be requested for further additions to the civic and commercial center in phase with the overall development of Bay Isles.

(e) Based upon demand for an additional golf course facility on Longboat Key created by the development of Bay Isles, Applicant agrees that construction will commence on an 18 hole golf course approximately three to four years after date hereof or when 500 living units have been constructed and occupied.

(f) Application for final approval of plats pertaining to the low rise residential area located on each side of the southerly entrance road into Bay Isles northerly of and adjacent to the single family area (in multi-family areas designated as A, C and D) will be made within three years after date hereof.

(g) In the third to fifth years after date hereof, application will be made for final approval of plats pertaining to development of the multi-family areas designated as B, E and F.

(h) The foregoing sequence of development of Bay Isles covers the first five years after date hereof. The remaining portions of Bay Isles will be developed thereafter

over a period of time estimated at an additional ten to fifteen years.

(i) It is understood that from time to time hereafter, Applicant may file an amended schedule of the phasing of the development of Bay Isles and Applicant further agrees to furnish an amended and updated schedule five years after date hereof and upon subsequent request by the Town.

17. The marina to be constructed on a portion of the Bay Isles property shall be entitled to engage in all customary marina activities with the exception that major boat repairs, boat sales and charter service shall be prohibited.

18. Usage of the commercial area located adjacent to the marina shall be limited to services, sales and activities customarily related to marine or water oriented uses.

19. The small boat basin located northeasterly of Buttonwood Harbor shall contain no more than 40 slips with mooring to be provided for boats not exceeding 25 feet in length and no boat or motor repairs of any kind or any other commercial enterprises shall be permitted in said area. The development of this small craft basin will be permitted only after Applicant's main boat basin has been completed.

20. Wherever feasible from an engineering standpoint, water lines shall be looped so as to provide for more reliable service.

21. Prior to approval of the final development plan for the second phase of Bay Isles to be developed (as described in Paragraph 16[b] hereof), Applicant shall submit prelim-

inary plans for the proposed water, sewer and drainage systems and for the collector street and road network for the entire Bay Isles property.

22. From time to time hereafter, as plats are offered by Applicant to the Town for final approval, Applicant will also grant easements to the Town along and across road and street rights-of-way for utility purposes, which easement shall be granted by customary Town of Longboat Key easement deeds or such other documents (including plat dedication) that may be approved by the Town.

23. In order to insure compatibility with the existing residential area in Buttonwood Harbor, the townhouse area reflected on the Bay Isles site plan opposite from Buttonwood Harbor is to be extended northwesterly approximately an additional 400 feet along Crane's Bayou.

24. Upon specific request and direction of the Town Commission, Applicant will construct a drainage swale along the southerly boundary of Buttonwood Harbor subdivision extending easterly approximately 800 feet to the boat basin.

25. This Commission has reviewed and approved the preliminary drafts of proposed residential and commercial covenants and restrictions which were made a part of Applicant's application. However, since these restrictions may be modified from time to time for different areas of Bay Isles, the Town reserves the right to review and approve final drafts of such restrictions at the time the Applicant applies

for final plat approval. Either these restrictions or other appropriate documents to be recorded by Applicant shall set forth assurances that all open space will be maintained as such in perpetuity.

26. All owners of residential units in Bay Isles shall be eligible to apply for membership in all recreational facilities proposed for Bay Isles; provided, however, that this requirement shall not be deemed to excuse any such property owner, upon acceptance into membership of such club from full and complete compliance with appropriate club rules and regulations or from the payment of club dues.

27. Golf cart crossings on the collector road shall be limited to the three areas reflected on the drainage plan (Exhibit "C") submitted by Applicant.

28. Applicant shall raise the grade along Longview Drive as approved by the Town engineer and shall add supplemental landscape screening in the buffer zone (which zone is designated as a part of the open space of Bay Isles).

29. The outdoor recreational area located adjacent to the small boat basin shall be under the control and supervision of the country club.

30. Development of Bay Isles shall be subject to approval by the Town of final development plans in accordance with the Town's ordinances applicable thereto including the provisions of Chapter 20 of the Town Code.

31. Applicant, by signing this document in the space hereinbelow provided, signifies its approval and assent to the provisions hereof.

PASSED AND DULY ADOPTED this 6th day of August, 1975.

TOWN OF LONGBOAT KEY

By [Signature]
As Mayor

Attest:

By William M. Hager
As Town Clerk

CONSENT OF DEVELOPER

Arvida Corporation, hereinabove referred to as Applicant, does hereby approve and assent to the terms, conditions and provisions of the foregoing Resolution and does further acknowledge that the same is binding upon it and its successors or assigns in the manner hereinabove set forth.

ARVIDA CORPORATION

By [Signature]
As Vice President

Attest:

By George P. Dietz
As Assistant Secretary

AMENDED APPLICATION FOR APPROVAL OF OUTLINE DEVELOPMENT PLAN
PERTAINING TO LANDS LOCATED IN "P-D" ZONING DISTRICT

To the Town Commission of the Town of Longboat Key, Florida:

Arvida Corporation, a Delaware corporation authorized to do business in the State of Florida, having heretofore filed with the Town an application for approval of a development plan for the lands hereinafter described, said application having been filed with the Town on or about October 4, 1971, does hereby amend and modify said application in the manner hereinafter set forth so as to comply with the PUD zoning ordinance recently revised and adopted by the Town.

Applicant does hereby represent that the following information, including all information contained in any attached exhibits, is true and correct to the best of its information, knowledge and belief.

1. This application is submitted in accordance with the provisions of Article 7 of the Town of Longboat Key Zoning Ordinance.

2. This development is to be known as "Bay Isles."

3. The property encompassed by the previous application consisted of 754.6 acres as more fully described in Exhibit "A" attached to such prior application. The legal description and the size of the property has now been modified and a correct legal description of the property embraced in this request, consisting of 724.9 acres, is set forth in Exhibit "A" attached hereto and made a part hereof. The modification of the development plan previously submitted has been brought about by reason of the relocation of the Bulkhead Line by the Town of Longboat Key by resolution adopted March 17, 1972 (approved by the Trustees of the Internal Improvement Trust Fund on February 23, 1973), and in order to fully comply with the resolution adopted by the.

Handwritten notes and signatures in the bottom left corner.

RECEIVED
MAR 20 1975
TOWNSHIP

RECEIVED
MAR 4 1975
TOWNSHIP

Town of Longboat Key on May 3, 1972 approving Applicant's amended application for dredge and fill permit and also to comply with the permit issued by the Trustees of the Internal Improvement Trust Fund under date of May 1, 1973 and the permit subsequently issued by the U. S. Army Corps of Engineers under date of August 10, 1973.

4. All of the property described in Exhibit "A" attached hereto is now owned by Arvida Corporation, with the exception of three parcels of land located within the proposed commercial area of this development as hereinafter referred to, to wit:

(a) Town of Longboat Key as to those lands described in that certain deed from Arvida Corporation to the Town of Longboat Key dated April 3, 1970 recorded in Official Records Book 835, Page 116, Public Records of Sarasota County, Florida.

(b) Longboat Key Bank as to those lands described in that certain lease from Arvida Corporation to Longboat Key Bank dated August 31, 1970 and an amendment to said lease from Arvida Corporation to said bank dated December 24, 1973.

(c) Coast Federal Savings and Loan Association as to those lands described in that certain deed from Arvida Corporation to Coast Federal dated May 19, 1972, recorded in Official Records Book 963, Page 1733, Public Records of Sarasota County, Florida.

That portion of the aforementioned property owned by applicant is subject to a mortgage held by Aetna Life Insurance Company. A Certificate of Apparent Ownership and Liens and Encumbrances prepared by Record Title Company is attached hereto as Exhibit "B" and made a part hereof.

5. This property lies entirely on the East side of Gulf of Mexico Drive and, along the Southerly portion thereof, fronts on said roadway. Said property is bounded on the

East and the North by the waters of Sarasota Bay and on the South by Unit No. 5, Section 3, of the Country Club Shores Subdivision. On the West, a portion of the property is located adjacent to Buttonwood Harbor Subdivision and borders on the waters of Buttonwood Bayou. This property is also located adjacent to two peninsular of land heretofore dedicated by Arvida Corporation to the Trustees of the Internal Improvement Trust Fund to be preserved in their natural state as a wildlife and nature preserve.

A portion of said property has heretofore been developed in accordance with the development plan as a part of the commercial center known as "Bay Isles Civic and Commercial Center." This portion of the subject property was zoned for commercial usage on several occasions several years ago with the specific understanding that it would eventually become a part of the permitted commercial usage under "P-5" zoning. The following buildings are presently located on this portion of the property, viz: the Town Hall and the Town Library of the Town of Longboat Key (deeded to the Town without charge by Arvida Corporation); the main office of the Longboat Key Bank; and a branch office of Coast Federal Savings and Loan Association. Said improvements are serviced by a roadway known as Bay Isles Road extending Northerly from its intersection with Gulf of Mexico Drive a distance of approximately 600 feet. Various utilities have heretofore been installed along said roadway including water lines, sewer lines, power lines and telephone lines. Said land and improvements are hereby declared to be a part of the commercial area of said planned unit development as hereinafter set forth.

The remaining portion of the subject property described in Exhibit "A" is presently being excavated, graded, cleared and prepared for development in accordance with the afore-

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mentioned permits issued by the Town of Longboat Key, the Trustees of the Internal Improvement Trust Fund, the U. S. Army Corp of Engineers and other governmental agencies. This development work commenced in December of 1973 and has continued without interruption throughout 1974. The development work is now substantially complete and is scheduled for final completion within the time allotted under the aforementioned permits.

6. Applicant's previous application for approval of a development plan for this property involved a total of 3625 dwelling units calculated at the rate of five units per gross acre permitted under the then existing zoning ordinance. Under this amended application, said property is to be developed at a density not to exceed four units per acre or a maximum total of 2890 units. Attached hereto as Exhibit "C" is a schedule prepared by the applicant reflecting a breakdown by location and acreage of the usage to be made of the property. The various tracts referred to therein by letters are reflected and located in the blueprint sketch of the subject premises which is attached hereto as Exhibit "D."

As will be noted from the development plan submitted herewith and the sketch attached hereto as Exhibit "D", Arvida Corporation presently proposes to develop a golf course containing twenty-seven holes. Since there is a possibility that it will subsequently prove to be more desirable to construct two golf courses (thirty-six holes), applicant has indicated an alternative development plan in Exhibit "C" whereby the multifamily tracts referred to as J, K and L may subsequently be converted into an additional nine hole golf course whereupon multifamily tracts G, H and I would be increased in density from 8.7 dwelling units per acre to 13.6 dwelling units per acre.

7. The location, size and character of all open space

and recreational areas are likewise indicated on Exhibits "C" and "D" attached hereto. The golf course, tennis courts and marina are to be owned and operated by private corporations. The remaining open space including all park areas, landscaped buffer areas, Mud Lake, canal and lake system, the perimeter channel and other water areas (both navigable and non-navigable) located inside of the Town bulkhead line are to be owned and maintained either by individual condominium associations, neighborhood property owners associations, or a master association comprised of all property owners including condominium associations, all of which will be duly organized under the laws of the State of Florida. Any open space in the commercial area will be owned and maintained by a merchants association which will deal only with the commercial area.

8. The use and type of buildings to be constructed on the subject premises (other than in the commercial area) will include all types of dwellings such as single family detached homes, town houses, garden apartments, medium rises and high rises. The types of buildings to be located on various portions of the subject premises are indicated on Exhibit "D" with the designations hereinbelow set forth and the height limitations will be as noted:

<u>Types of Building</u>	<u>Height</u>	<u>Designation</u>
Single family	2-1/2 stories maximum	S.F. "A" through "D"
Multi-family (garden apartments, mid-rise apartment and cluster villas)	2 to 5 stories (plus parking)	M.F. "A" through "K"
Town houses	2 stories maximum	T.H.
High rise	5 to 10 stories (plus parking)	H.R. "A" through "C"
Civic and Commercial Center		as so designated on sketch

9. The engineering feasibility and proposed method of providing required improvements such as streets, water supply, storm drainage and sewerage collection is set forth in a memorandum prepared by the applicant's engineers, Bennett and Bishop, which is attached hereto as Exhibit "E" and made a part hereof.

10. Arvida Corporation will provide appropriate easements for public and private utilities along the roads and streets to be constructed in this development. Arvida further plans to record standard residential covenants and restrictions regulating the use of the land, buildings and structures in the residential areas, which restrictions will be similar to those attached hereto as Exhibit "F" and made a part hereof. These restrictions may be modified from time to time for different areas of the subject premises. In addition, Arvida plans to record commercial covenants and restrictions regulating the use of the land, buildings and structures in the civic and commercial areas, which restrictions will be similar to those attached hereto as Exhibit "G" and made a part hereof. Such restrictions may be modified from time to time for different portions of said property.

11. Adequate provision will be made for parking of vehicles adjacent to the golf course clubhouse and marina area as indicated on Exhibit "D." In addition thereto, adequate provision will be made for the parking of vehicles either adjacent to or beneath and within all dwellings to be constructed on the subject premises in accordance with the requirements of the Town Zoning Ordinance. Major streets to be constructed in the development are reflected on Exhibit "D." Minor streets and driveways which will service various segments of the development will be reflected on the various plats when submitted for final approval. Pedestrian walk-

ways will be located in various portions of the open spaces on the premises, especially along the perimeter channel and adjacent to the golf course, which walkways will likewise be reflected on the plats when submitted for final approval.

12. Much of the open space contained within or adjacent to the subject premises, including the perimeter channel, will be maintained in its native or natural state with the exception of reasonable alterations or changes necessary to permit boat access, pedestrian walkways and for the preservation of visual aesthetics as well as other aesthetic consideration. The title to such common open space and the responsibility for the maintenance thereof will be transferred from time to time during the course of development of said property, either to various property owners associations or condominium associations organized as nonprofit corporations or associations in accordance with the laws of the State of Florida. In certain areas, additional landscaping will be planted either as beautification or as buffering in accordance with the requirements of the Town Ordinances.

13. Bay Isles is to be developed in stages over a period of years. Accordingly, the developer anticipates filing a number of individual applications for final approval of various sections or segments of this development from time to time during the course of development. Estimates of the proposed time periods within which applicant presently intends to apply for final development are as follows:

(a) Single family residential area: A minimum of one and a maximum of four applications for final approval which are intended to be filed on or before three years after date of approval of the outline development plan.

(b) Golf course area: A minimum of one and a maximum of two applications for final approval of the golf

course area (18 holes) will be filed on or before three years after date of approval of the outline development plan. It is further intended that a minimum of one and a maximum of two subsequent applications for approval of an additional golf course area (either 9 holes or 18 holes) may be filed in subsequent years.

(c) Commercial area: A minimum of one and a maximum of ten applications for final approval of the commercial area are intended be filed periodically over the next ten years.

(d) Town houses and all other multi-family dwelling units: Due to the constantly changing circumstances pertaining to such matters, such as local, state and national economic situations, local housing demand, availability of mortgage financing, changes in the types of housing units in demand, and so forth, it is impossible to schedule any fixed time period within which applications for final approval of these sections of Bay Isles will be filed. However, it is anticipated that several will be filed within the next three years, additional applications will be filed within the next ten years and the remainder will be filed thereafter.

14. Bay Isles is to be developed as a complete, self-contained and high quality residential community. Many services, including commercial, professional, civic and recreational, will be available to the residents of this community within the development. The use of the planned unit development concept will permit considerable flexibility in the location of buildings and structures and will also permit the preservation of large open areas which should be in excess of 50% of the total land area. As hereinabove noted, this property is being developed in accordance with permits heretofore granted by the various state and federal agencies having jurisdiction over the development of waterfront property. Maximum effort is being exerted to preserve and

protect existing wildlife and vegetation on the premises consistent with development of land for human habitation and in accordance with all local, state and federal laws. In addition to preservation of natural vegetation, Arvida intends to add additional landscaping for beautification. Architectural styling and building heights and types will be diversified and will be so located on the premises as to take full advantage of and blend into the existing natural setting.

15. In accordance with the provisions of the zoning code recently adopted by the Town of Longboat Key, Applicant does hereby amend its prior application for Outline Development Plan Approval and submits herewith its revised development plan lowering the overall density of the Bay Isles development from five (5) units per acre to four (4) units per acre. Furthermore, in accordance with the provisions of said zoning code, it is understood by Applicant that upon approval of Applicant's Outline Development Plan by the Town, such plan will not be modified, revoked or otherwise impaired by action of the Town without the consent of the Applicant pending the filing of future applications for final approval, provided that such applications for final approval are filed within the period of time specified in the resolution granting approval of the Outline Development Plan.

16. Applicant has heretofore deposited the sum of \$25.00 with the Town Clerk to cover the cost of this application, said deposit having been made on or about October 4, 1971. Although the original application for approval of outline development plan was filed by Applicant prior to the adoption of Ordinance No. 74-31 by the Town of Longboat Key setting a new fee schedule for filing applications for "p-d" outline development plan review, Applicant does, nevertheless, tender herewith its check in the amount of \$1,975.00 in full compliance with said ordinance.

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WHEREFORE, Arvida Corporation does hereby modify and amend its prior application and respectfully requests the Town Commission to refer this application to the Town's administrative staff for review and submission of their recommendation to the Planning and Zoning Board, requesting the Board to render its written report and recommendation to the Town Commission pursuant to the provisions of Section 7.42 of the Zoning Ordinance, and that thereafter the Town Commission hold a public hearing on said application and that in due course the Town Commission approve the plan as requested herein.

Respectfully submitted this 8th day of April, 1975.

ARVIDA CORPORATION

By 
Vice President

WILLIAMS, PARKER, HARRISON,
DIETZ & GETZEN

By 
Attorneys for Applicant
1550 Ringling Boulevard
P. O. Box 3258
Sarasota, Florida 33578

PLAN "A" LAND USE ALLOCATION
ARVIDA BAY ISLES DEVELOPMENT PLAN LONGBOAT KEY
JANUARY 1978

Recreation and Open Space

	(Land)	(Water)	%
Golf Course	210.3 Ac.	48.6 Ac.	35.7%
Water Area:			
Boat Basin	11.3 Ac.	26.0 Ac.	5.2%
Small Craft Basin	3.2 Ac.	2.4 Ac.	0.8%
Perimeter Channel		21.9 Ac.	3.0%
Other Navigable Water Inside Town Bulkhead Line		22.6 Ac.	3.1%
Open Space:			
Park and Buffer	10.3 Ac.	6.9 Ac.	1.4%
Interior Wildlife Sanctuary	8.9 Ac.		2.2%
TOTAL RECREATION AND OPEN SPACE	244.0 Ac.	128.4 Ac.	51.4%
	372.4 Ac.		

Residential

Single Family Lots	4.0 Ac.		4.2%
Tract "A"	12.1 Ac.		
Tract "B"	9.4 Ac.	30.6 Ac.	1.8%
Tract "C"	5.1 Ac.	13.2 Ac.	
Tract "D"			
Townhouse			
Multi-Family	26.4 Ac.		
Tract "A"	23.0 Ac.		
Tract "B"	3.8 Ac.		
Tract "C"	5.1 Ac.		
Tract "D"	8.1 Ac.		
Tract "E"	4.4 Ac.		
Tract "F"			
Multi-Family	19.7 Ac.		
Tract "G"	9.4 Ac.		
Tract "H"	22.6 Ac.		
Tract "I"	15.5 Ac.		
Tract "J"	12.4 Ac.		
Tract "K"	14.1 Ac.		
Tract "L"			
High Rise	18.5 Ac.	181.5 Ac.	22.3%
Tract "A"	12.1 Ac.		
Tract "B"	21.9 Ac.		
Tract "C"			
TOTAL RESIDENTIAL		327.8 Ac.	7.2%
CIVIC AREA		4.8 Ac.	1.2%
Town Hall		0.1 Ac.	
Church Sites		18.9 Ac.	1.9%
TOTAL CIVIC AREA		19.0 Ac.	0.7%

EXHIBIT "C"

APPROVED P.D. [Signature]

Commercial Area

Offices	7.6 Ac.	1.1%
Service Station	0.9 Ac.	0.1%
Sarasota Federal Savings & Loan	1.0 Ac.	0.2%
Lougeat Key Bank	1.3 Ac.	3.1%
Main Shopping Facilities	22.7 Ac.	0.4%
Marina Village Shops	2.8 Ac.	
	<u>36.3 Ac.</u>	5.0%

TOTAL COMMERCIAL AREA

Road Right-of-Way

Roads: 50' ROW (15,400 L.F.)	28.3 Ac.	3.9%
Roads: 50' ROW (14,100 L.F.)	16.2 Ac.	2.2%
	<u>44.5 Ac.</u>	6.1%
	724.9 Ac.	100.0%

TOTAL ROADS RIGHT-OF-WAY

TOTAL ACREAGE IN PLAN (1)

Summary of Land Use by Category

Recreation and Open Space	372.4 Ac.	51.4%
Residential	257.8 Ac.	35.6%
Civic Area	13.9 Ac.	1.9%
Commercial Area	36.3 Ac.	5.0%
Road Right-of-Way	44.5 Ac.	6.1%
	<u>724.9 Ac.</u>	100%

Residential Unit/Density Data

Single Family Lots	80 Lots (30.6 Ac.)
Townhouse Units	132 Units (13.2 Ac. @ 10 DU/Ac.)
Multi-Family Units	922 Units (67.8 Ac. @ 13.3 DU/Ac.)
Multi-Family Units	811 Units (93.7 Ac. @ 8.7 DU/Ac.)
High Rise Units	945 Units (52.5 Ac. @ 18 DU/Ac.)
	<u>2,890 Units</u>

77.9
 77.5

NOTE: In the event the Bay Isles land use plan is revised and Multi-Family tracts "J", "K" and "L" are subsequently converted into an addition to the golf course, Multi-Family tracts "G", "H" and "I" will be increased in density from 8.7 Dwelling Units per acre to 13.6 Dwelling Units per acre.

- (1) **ACREAGES AND COMPUTATIONS:** This schedule does not include 188.8 Acres of submerged land nor 29.6 Acres of mangrove land originally owned by Arvida Corporation; which is located seaward of the Town engineered bulkhead line and has been decided to the State of Florida. Arvida's original ownership was 943.3 Acres.
- (2) **DENSITY:** 724.9 Acres inside Town Bulkhead @ 4.0 units per acre in accordance with Planned Development Zoning = 2,890 Total Units.