

agt 569

A G R E E M E N T

This Agreement, made and entered into in duplicate, this 10 day of December, 1969, by and between ARVIDA CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, hereinafter referred to as Grantor, and the TOWN OF LONGBOAT KEY, a municipal corporation under the laws of the State of Florida, hereinafter referred to as Grantee.

W I T N E S S E T H

WHEREAS, the Grantor has manifested a sincere and vital interest in the quality of development of LONGBOAT KEY; and

WHEREAS, Grantor feels that the development of a civic and commercial center will serve as a model and inspiration for future community development; and

WHEREAS, the Grantee is in need of a building site on which to construct facilities in which to conduct its expanding municipal administrative functions;

NOW, THEREFORE, in consideration of the premises and the performance by the parties of the covenants and conditions hereinafter set forth, Grantor agrees to convey to the Grantee the following described property located in Sarasota County, Florida, to wit:

Commence at the NW corner of the SW 1/4 of the NW 1/4 of Section 8, Township 36 S, Range 17 E, Town of Longboat Key, Sarasota County, Florida, being also a point on the southerly line of Longboat Shores Rev., as per plat thereof recorded in Plat Book 3, Page 49, Public Records of Sarasota County, Florida, and the northeasterly corner of Coquina Beach as per plat thereof recorded Plat Book 1, Page 203, Public Records of Sarasota County, Florida; run thence S 2° 51' 47" E along the easterly line of said Coquina Beach Subdivision 1444.22' to the northeasterly right of way line of Gulf of Mexico Drive (100'); thence N 87° 08' 13" E, 25' for a Point of Beginning; thence continue N 87° 08' 13" E, 260'; thence N 2° 51' 47" E, 675'; thence S 87° 08' 13" W, 260'; thence S 2° 51' 47" E along a line parallel to and 25' from the aforementioned easterly line of Coquina Beach, 675' to the Point of Beginning;

upon the following terms and conditions, to wit:

1. A complete abstract of title, certified to date, shall be furnished by Grantor, at Grantee's expense, within twenty (20) days

1/7/70 2 copies of plat of drawing (only 1 copy given to the town to give to the subdivision)

from date hereof, and delivered to Grantee's Attorney for examination of title, which abstract shall be the property of Grantee after closing. If the title be found to be unmerchantable, Grantee shall notify Grantor in writing within twenty (20) days after receipt of abstract and Grantor shall use due diligence to cure said defects, and this transaction shall be closed within ten (10) days after notice of such curing to Grantee's Attorney. Upon Grantor's failure to correct unmerchantability within sixty (60) days, all rights and liabilities arising hereunder shall terminate, or Grantee may at its option close this transaction in the same manner as if no defect had been found.

2. If there are no defects in title, closing shall be held on December ~~30~~ 1969, at the offices of Williams, Parker, Harrison, Dietz & Getzen, 1538 State Street, Sarasota, Florida. At closing, Grantor shall execute and deliver to Grantee a good and sufficient Warranty Deed conveying a good, marketable, fee simple record title in and to the above described property, subject only to zoning regulations, taxes and assessments for the year 1969 and subsequent years, the restrictions referred to in Paragraph 3 hereof, and the reverter provisions referred to in Paragraph 4 hereof. Grantee shall pay for the documentary stamps and surtax on the deed and for recording the deed. Any taxes or assessments shall be prorated as of the date of closing. Possession of the premises shall be delivered to Grantee on the date of closing.

3. The conveyance of title to the above described property will be subject to the restrictions set forth in Exhibit "A" attached hereto. It is specifically understood and agreed by Grantee that the usage of the subject premises will be limited to the construction of a Town Hall and accessory buildings for the purpose of general administrative offices for the Town of Longboat Key and it is further understood that the Grantor reserves the right of approval as to the architectural style of the Town Hall and accessory buildings to be constructed thereon in order to be assured that improvements on the subject property are compatible to the Grantor's development plans for abutting properties. The

architectural styling shall be consistent with the preliminary plans heretofore prepared for the Grantor by Edward J. Seibert, A.I.A., attached hereto as Exhibit "B".

4. Upon the closing of this transaction and as a material part of the consideration for the execution of this Agreement by Grantor, Grantee agrees to proceed immediately with the planning and preparation of preliminary site plans and building plans and to commence construction of such building within two years from the date of this Agreement. In the event Grantee fails to comply with this covenant, then it is mutually agreed that all right, title and interest of the Grantee in the subject premises shall immediately terminate and automatically revert to the Grantor and Grantee agrees to execute whatever documents may be requested by Grantor to completely divest Grantee of title and vest such title in Grantor. It is further agreed that the deed of conveyance will also contain a reverter provision to the effect that title to the subject premises will revert to Grantor in the event the aforesaid premises should at any time cease to be used by Grantee or its successor for the aforementioned municipal purposes.

5. For the purpose of providing access to the subject premises from Gulf of Mexico Drive until such time as a permanent roadway is constructed affording access to the subject premises as well as abutting premises, Grantor agrees to convey to Grantee a thirty foot (30') easement for ingress and egress and for utilities and a directional sign to the subject premises from Gulf of Mexico Drive over and across the lands described in Exhibit "C" attached hereto and made a part hereof. Grantor agrees to render such assistance as it may deem appropriate to Grantee in the development of a road, including paving and drainage, over said easement; provided, however, Grantee assumes the sole obligation of continuing maintenance of said road and further agrees to indemnify and hold Grantor harmless from any claim for personal injury or property damage arising from the use or maintenance of said roads or easement. Grantor further reserves the right at any time to relocate such

easement over the lands adjacent thereto, but in such event shall pay for the construction of a new roadway comparable to that then in use by Grantee. Grantee agrees to execute whatever documents may be necessary to relocate such easement.

6. The Grantor hereby reserves title to the twenty-five (25) foot strip of land along the westerly boundary of the hereinabove described parcel, along with the triangular area of land separating the parcel from Gulf of Mexico Drive, for a landscaped buffer area which will be maintained in a natural state as a parklike area until January 1, A.D. 2000. Grantor further reserves the right to convey title to such parcels of land and/or the obligation of maintenance thereof to the property owners association.

7. Grantor agrees that upon receipt of the Grantee's preliminary site and building plans, it will immediately review the same and advise Grantee of any objections thereto. Upon final approval of such plans, Grantor agrees to perform some of the initial site preparation work including the clearing of excess vegetation, the excavation and cleaning of the pond located in the park area between the aforesaid property and Gulf of Mexico Drive (with the surplus fill therefrom to be placed on said park area and the aforesaid building site area), and the development of general engineering criteria to establish grades and drainage.

8. If this Agreement is not executed by all parties hereto on or before the 30 day of December, 1969, then the same shall be null and void and of no further force or effect.

9. This Agreement may not be assigned by Grantee.

10. Should the Grantee at any time condemn the reversionary interest of the Grantor herein provided, the Grantor shall not be compensated for improvements made by the Grantee prior to such condemnation.

11. Wheresoever necessary to effectuate the obvious intent of the parties hereto, the agreements set forth herein shall survive the closing of this transaction.

12. The terms and conditions herein contained shall bind and

benefits and advantages shall inure to the parties hereto, to their respective successors, and to the assigns of Grantor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first above set forth by their duly authorized undersigned officials.

Signed, sealed and delivered
in the presence of:

Betty L. Ripley
Jo Ann Novitsky
ARVIDA CORPORATION
By John B. Ryder
As Vice - President
(CORPORATE SEAL)

Attest:

James P. Ryder
As Secretary

Edw. H. Hull
Gordon L. Lister

TOWN OF LONGBOAT KEY

By Freund Y. Getton
As Mayor

(MUNICIPAL SEAL)

Attest:

William W. Hager
As Town Clerk

Exhibit "A"

LONGBOAT KEY GULF & BAY FRONTAGE RESTRICTIVE COVENANTS

WHEREAS, in the month of March and the year of 1966, the Grantor held title to large areas of gulf front and bay front property located adjacent or nearby and of a similar nature to that described herein; and

WHEREAS, Grantor may have developed or conveyed portions of said property to others for development or may subsequently develop or convey portions of said property to others for development from time to time in the future; and

WHEREAS, Grantor desires to protect and preserve the existing and future value of the properties and the values of the improvements which may from time to time be placed thereon by establishing restrictions to control the harmonious use and development of said properties; and

WHEREAS, Grantor may have placed or may subsequently place these or similar restrictions on other of its properties to control the use and development thereof,

NOW THEREFORE, this conveyance is made by Grantor and accepted by Grantee (by acceptance of delivery of the Deed from Grantor to Grantee) subject to the following restrictions, conditions, covenants and limitations which shall hereafter be binding upon the Grantee until the first day of January, A.D. 2000 as covenants attaching to and running with the land, except as modified or released as hereinafter provided, for the benefit of the Grantor and its grantees of other of its properties which have been or may be conveyed subject to restrictive covenants entitled "Longboat Key Gulf & Bay Frontage Restrictive Covenants". Whenever the words "Grantor" or "Grantee" are used herein, such words shall include the respective heirs, personal representa-

tives, successors and assigns of each whenever the context so admits or requires.

1. USE RESTRICTIONS: The lands described herein may be used only for the construction of a town hall and the customary administrative uses of such buildings, together with a parking area accessory thereto. It is the intent of this provision to prohibit usage of the property for such purposes as a water or sewer plant, heavy road maintenance equipment and heavy truck storage or outside storage, and a municipal jail, except for interior detention rooms.

2. STRUCTURES:

(a) APPROVAL. One or more buildings or structures may be constructed on the lands described herein for any of the foregoing uses specified, provided however, no building or structure of any type shall be placed, constructed, erected or permitted to remain upon the premises described herein, nor shall land preparation, construction or erection commence until the Grantor has approved, in writing, the plot plan, the drainage, architectural styling, parking, decorative walls, and the exterior elevations of the buildings. The architectural styling shall be consistent with the preliminary plans heretofore prepared for the Grantor, by the Architect Edward J. Seibert, A.I.A., ~~attached hereto as Exhibit 1~~. The Grantor shall have a period of thirty (30) days to approve or disapprove the documents hereinabove mentioned after the receipt thereof and such approval shall not be unreasonably withheld. 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, restrictions, condition or limitation set forth herein.

(b) ELEVATIONS: The ground floor elevations of buildings shall be at least seven feet (7') 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 usual construction trailer or shack which may be on the premises only during the course of construction and shall be removed therefrom within thirty (30) days after completion of the 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 improvements on the property described herein, there shall be provided on the premises at least two paved on site parking spaces for each office unit to be constructed. 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, from the access road on which the building fronts (if other than Gulf of Mexico Drive) and from adjacent properties by plantings or by decorative walls, or both.

5. STORM DRAINAGE: It shall be necessary for the Grantee to provide a drainage system for the property described herein 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.
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. No livestock, fowl or animals, except ordinary personal house pets, shall be kept thereon.
7. SIGNS: No signs of any nature shall be permitted, erected, placed or allowed on the property described herein or on any building or structure erected thereon, except for one sign no more than fifteen (15) square feet in size identifying the principal uses of the buildings erected on such property, and other directional signs of no more than two (2) square feet each. 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 removed from the property described herein. 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 condition by preventing the placement of or failing to promptly remove the unsightly objects 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 himself, his heirs, successors, personal representatives 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 holding title to the property, and the Grantee agrees to pay the Grantor for such work within thirty (30) days after the same is performed. 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, from Gulf of Mexico Drive, and from the access road upon which the building fronts if other than Gulf of Mexico Drive. The provisions of this paragraph shall not become effective until either the Grantor or Grantee commences the active development of either the property to be conveyed to the Grantee or the Grantor's abutting property.

9. NO WALLS OR FENCES: No wall, fence, hedge or similar structure over three feet (3') above ground level shall be placed, constructed, erected or permitted on the property described herein except as herein otherwise provided, and except with the express written consent of the Grantor, which shall not be unreasonably withheld.
10. SEWAGE DISPOSAL: No sewerage or waste of any nature from improvements at any time constructed on the property described herein shall be discharged except into a public

or other sewer system approved by the State Health Department and by Grantor when and if a public sewer system is available and accessible to the property described herein. Prior to the time that a public system is available, sewerage may be discharged into a properly designed septic tank or into a private sewerage or package treatment plant constructed and operated in strict conformity with the rules and regulations of all governmental agencies having jurisdiction for the regulation and control of such matters in the State of Florida, County of Sarasota and Town of Longboat Key. Promptly when a franchised sewerage system is available to the property described herein, unless the Grantor has otherwise consented in writing, the Grantee shall cause appropriate connections to be made to such franchised sewerage system, after which all sewerage and waste from any improvements constructed on the property described herein shall be discharged into such franchised sewerage system. The operation and use of the private sewerage plant shall be terminated forthwith.

11. CLOTHES DRYING AREA: No portion of the described land shall be used as a drying or handling area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed hereon.
12. BAY FRONTAGE LANDS: Any of the lands described herein which lie between Gulf of Mexico Drive and Sarasota Bay are subject to the following restrictions and covenants:
 - A. EASEMENTS: The Grantor hereby reserves, with full right of ingress and egress, perpetual easements and rights-of-way in, under, over and across each side of the property described herein, ten feet (10') in width and in, over, under and across the front side of the property described herein, fifteen feet (15') in width, for underground or surface drainage purposes and for installation and maintenance of communications, electric, water, gas, sewer and other utility services. The Grantor further reserves the right to assign the use of said

easements and rights-of-way to any persons, firms or corporations furnishing any one or more of such facilities or services.

B. SETBACKS: In order to create harmony in the placement and location of all structures to be erected on the lands described herein, minimum setback lines and the matters intended to be regulated thereby are hereby established and defined.

(i) REAR SETBACK LINE: The rear setback line shall be twenty-five feet (25') from the rear lot line, provided, however, if the rear lot line is Sarasota Bay, the rear setback line shall be fifty feet (50') from the mean high water line of Sarasota Bay as the same exists at the time of original construction, or if bulkheaded, from the face of the bulkhead.

(ii) FRONT SETBACK LINE: The front setback line shall be twenty-five feet (25') from and parallel to the front lot line.

(iii) SIDE SETBACK LINES: The side setback lines shall be parallel to and at least twenty-five feet (25') within the side property lines of the building site. The side setback lines shall be increased in distance from the building site boundaries two feet (2') for each ten feet (10') of building height of the tallest structure constructed thereon exceeding thirty feet (30') above ground level. Provided, however, if a side lot line is the mean high water line of Sarasota Bay, then said lot line shall be not less than fifty feet (50') from and substantially parallel to the mean high water line of Sarasota Bay as the same exists at the time of original construction, or if bulkheaded, from the face of the bulkhead; and provided further, if the side property boundary abuts other property under a common ownership, then no side setback shall be

required along such common boundary.

(iiii) 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:

- (a) Drives, driveways, walkways, uncovered parking areas or other installations or structures not in excess of three feet (3') above ground level.
- (b) One-story open carports constructed at least ten feet (10') from the side property boundaries.
- (c) 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 feet (6') from the main structure.
- (d) Open porte-cocheres, marquees or structures supporting a drive to the front entrance.
- (e) Swimming pools not projecting above ground level but located at least ten feet (10') distant from the front property line, at least twenty-five feet (25') from the mean high water line of Sarasota Bay, or if bulkheaded, from the face of the bulkhead, and at least twenty-five feet (25') from any side property line. Provided, however, after buildings and other structures have been constructed in accordance with the terms hereof, the setback line distance from Sarasota Bay shall

be decreased by any amount of erosion that may occur, and shall be increased by any amount of accretions that may occur.

13. 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.
14. AMENDMENTS TO RESTRICTIONS: Grantor reserves the right to release or relax any part of these restrictions in writing when a failure to release or relax would result in a hardship to the Grantee and when the release or relaxation of these restrictions will not cause substantial damage or injury to other parties having the right from Grantor to enforce these restrictions, and when, the release or relaxation of these restrictions will not violate the spirit and purpose hereof.
15. REMEDIES FOR VIOLATIONS: In addition to all other remedies at law or in equity, the Grantor, or any successor in title to the Grantor, holding title to property adjacent to Grantee's property and within the planned civic and commercial center, and subject to restrictions entitled "Longboat Key Gulf & Bay Frontage Restrictive Covenants" may enforce these restrictions and any condition, restriction or covenant herein contained, except as the same may have been relaxed or released by the Grantor, at law or in equity to (1) enjoin a violation hereof, (2) to compel compliance herewith, and (3) an action for

specific performance.

16. CONFLICT WITH ZONING: When any provisions 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.
17. ASSIGNMENT: Grantor reserves the right to assign in writing any and all of its rights, powers, obligations and privileges hereunder.
18. NOTICE: The Grantor's address at this time is 1501 First National Bank Building, 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 as the same appears on the latest available County tax assessment roll of Sarasota County, Florida.