MEMORANDUM

Date: October 02, 2013

TO: David R. Bullock, Town Manager

FROM: Juan J. Florensa, Public Works Director

SUBJECT: Request for Termination of Permanent Beach Easement for 6271 Gulf of Mexico Drive (Lot 12, Sleepy Lagoon) and 6281 Gulf of Mexico Drive (Lot 13, Sleepy Lagoon)

The above referenced property owners conveyed a Permanent Beach Restoration Easement to the Town. On April 26, 2002, the Town attempted to terminate the Permanent Beach Restoration Easement by recording such termination instrument with the Manatee County Clerk of Circuit Court, Book 1707, Page 5066, Docket # 1534880.

The property owners currently have a contract for the sale of the above referenced properties. The title examiner has insisted that 2002 Termination of the Permanent Easement only terminated the Town's easement, and should have also terminated the easement interest held by the Longboat Key Beach Erosion Control Special Beach District "A".

Mr. Charles Bartlett, attorney and Trustee for the current property owner, is requesting that the Town Commission, as the Ex Officio body of Special Beach Erosion Control District "A," officially terminate the interest of the Town's dependent district in the Beach Restoration Easement over these properties. It is relevant to the note that the Town currently has a Temporary Beach Restoration Easement in effect that authorizes the Town and its contractors to access the beach property for purposes of enlarging and maintaining the beach, shoreline, dune vegetation, and preventing erosion. The temporary easement expires on December 31, 2021.

The Town Attorney has reviewed the documents and has no objection to the request. To that end, attached please find all of the related documentation provided by the petitioner.

This item has been placed on the October 21, 2013 Regular Workshop Meeting for consideration and discussion. Pending approval from the Commission, it will be forwarded to a Special Meeting of the Longboat Key Beach Erosion Control Special District "A" for formal action. The Special Meeting may be scheduled to take place at the November 4, 2013 Regular Meeting (under a separate agenda).

Please let me know if you have any questions or need further information.

Enclosures
cc: Maggie Mooney-Portale, Town Attorney

ICARD MERRILL

ATTORNEYS & COUNSELORS

Charles J. Bartlett

2033 Main Street
Suite 600
Sarasota, FL 34237
941.953.8113
Fax: 941.366.6384
cbartlett@icardmerrill.com

icardmerrill.com

September 6, 2013

Mr. David R. Bullock
Town Manager
501 Bay Isles Road
Longboat Key, FL 34228

Re: Beach Restoration Easement/Lots 12 and 13, Plat of Sleepy Lagoon

Dear David:

I represent a client that owns the above referenced properties and is in the process of selling the properties. Although the Beach Restoration Easement was terminated by the Town of Longboat Key, the title insurance underwriter is requiring that the Easement also be terminated by the Longboat Key Beach Erosion Control District "A". In that regard, I am enclosing the following:

1. The proposed Termination of Permanent Easement;

2. The subject Beach Restoration Easement recorded in O.R. Book 1707, Page 5066.

3. Termination of Permanent Easement executed by the Town of Longboat Key and recorded in O.R. Book 1744, Page 6193.

4. Temporary Beach Restoration Easement recorded in O.R. Book 2412, Page 3331. This Easement is referenced in the last sentence of the Termination of Permanent Easement as not being affected by the Termination.

If the proposed Termination of Permanent Easement is acceptable, would you please execute the document, have the Town Clerk attest and a notary public complete the acknowledgment. Once the document is executed, please let Sharon in my office know, and we will send a courier to pick it up.

If you have any questions or issues with the proposed Termination, please call me so that we may discuss this matter further.

Thank you for your assistance in this matter.

Very truly yours,

CHARLES J. BARTLETT, ESQ.
For the Firm

CJB/sdf
Enclosures

Prepared without benefit
of title examination by:
Charles J. Bartlett, Esquire
Icard, Merrill, Cullis, Timm,
Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, FL 34237

TERMINATION OF PERMANENT EASEMENT

LONGBOAT KEY BEACH EROSION CONTROL DISTRICT "A", a special taxing district ("District") was one of the Grantees of a certain permanent Beach Restoration Easement (the "Permanent Easement") granted by Charles J. Bartlett, as Trustee Under Land Trust Agreement dated 6/30/93 ("Grantor") and recorded in O.R. Book 1707, Page 5066 of the Public Records of Manatee County, Florida

On or about April 26, 2002, the Town of Longboat Key, Florida executed a Termination of Permanent Easement recorded at O.R. Book 1744, Page 6193, of the Public Records of Manatee County, Florida. Said Termination was not executed by the District. The District hereby quit claims, releases, relinquishes and terminates said Permanent Easement granted by Grantor and the Easement shall after the date hereof be of no further force and effect. Nothing contained herein shall release, relinquish, modify or terminate the Temporary Beach Restoration Easement granted by the Grantor to the District and the Town of Longboat Key, recorded in O.R. Book 2412, Page 3331, of the Public Records of Manatee County, Florida.

Dated this _____ day of _____, 2013.

LONGBOAT KEY BEACH EROSION CONTROL
DISTRICT A, a special taxing district

(SEAL)

By:_____
Jim Brown
Town Mayor, Town of Longboat Key
Town Hall
501 Bay Isles Road
Longboat Key, FL 34228

Attest:

By:_____
Print Name:_____
Town Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of October, 2013, by Jim Brown, as Town Mayor, Town of Longboat Key, on behalf of whom this instrument was executed.

_____
Notary Public
State of Florida
Typed Name:_____
Commission No.:_____
Commission Expires:_____

Personally Known _____
Or Produced Identification
Type of Identification Produced:_____

APPROVED AS TO FORM:

By: _____
Town Attorney

Prepared without benefit of full title examination by:
David P. Persson
Hankin, Persson, Davis, McClenathen & Darnell
1820 Ringling Boulevard
Sarasota, FL 34236

BEACH RESTORATION EASEMENT

Charles J. Bartlett, as Trustee under land Trust Agreement dated 6/30/93, whose mailing address is P.O. Box 4195, Sarasota, Florida 34230, hereinafter referred to as "Grantor" or "Owner", in consideration of the mutual benefits to be derived from the Longboat Key Erosion Control Project, and other good and valuable consideration, hereby grants, bargains, and conveys to the Longboat Key Beach Erosion Control District "A", a special taxing district, and the Town of Longboat Key, a municipal corporation, both of whom have a mailing address of 501 Bay Isles Road, Longboat Key, Florida 34228, hereinafter "Grantee" or "Town", a permanent Beach Restoration Easement over the "Easement Property" that is described as follows:

> That portion of the parcel described below which lies seaward of the +6.0' contour line as measured vertically from the National Geodetic Vertical Datum of 1929:
>
> Lots 12 and 13, PLAT OF SLEEPY LAGOON, according to the Plat thereof as recorded in the Public Records of Manatee County, Florida. (6281 and 6271 Gulf of Mexico Drive) [See Exhibit "A" attached for Easement Property location]

This is a nonexclusive permanent easement with the Owner reserving the right to continued free use of the property in a manner not inconsistent with the rights granted herein to the Town, subject to the following terms and conditions:

1. **Not a Public Dedication.** Nothing herein shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes and uses specifically expressed herein.

2. **Use**. The Easement Property may be used by the Town, its subcontractors, employees, agents, and assigns, only for the purpose of enlarging and maintaining the beach and shoreline by filling with sand and planting and maintaining native dune vegetation to prevent further erosion of the shoreline. The Easement Property shall not be utilized for the temporary or permanent storage of equipment, materials or other items and no structures shall be constructed, erected or placed thereon by the Town or anyone acting on its behalf.

3. **Access.** The Town shall have the permanent right of ingress and egress over and across the Easement Property as is necessary for the use of any rights granted herein.

4. **Reasonable Use.** The Town agrees not to unreasonably interfere with Owner's use of the Easement Property. The Town further agrees that it shall, at the Town's cost, repair any damage caused to Owner's property as a result of the negligence of or use of the Easement Property by the Town, its subcontractors, employees, agents or assigns and shall indemnify the Owner and the Owner's heirs, personal representatives, successors, grantees and assigns against all claims and actions, including costs, expenses and attorney's fees resulting from such negligence or use.

5. **Notice.** In the event there is damage to the Owner's property caused or believed to be caused by the Town, Owner agrees to notify the Town in writing, within one (1) year after such damage is discovered, at 501 Bay Isles Road, Longboat Key, Florida 34228, Attn: Town Manager, by certified mail, return receipt requested. Failure of Owner to notify the Town within that time period shall excuse the Town of any liability for any and all such damage.

6. **Grantor's Obligation.** Owner agrees not to do or commit any acts that would interfere with the rights granted to the Town under this Easement. This shall include, but without limitation, any of the following: removing any of the sand or native vegetation currently present or planted by the Town pursuant to the terms herein; placing any other material or substance in or around the Easement Property which may have the effect of damaging the structure or appearance of the beach, dune, vegetation, or coastline, except for any existing structures or for any additional structures that may be permitted by the Town and the State of Florida.

7. **Covenants Run With the Land.** This Easement shall run with the Easement Property.

8. **Grantor's Responsibility.** Owner acknowledges that Owner: a) has good and marketable legal title to the Easement Property; b) has the full right, power and authority to grant this Easement and the rights hereunder; and c) shall not commit any act which would in any way nullify or interfere with the rights granted hereunder.

IN WITNESS WHEREOF, the Owner has caused these presents to be duly executed, this 15th day of AUGUST, 2001.

WITNESSES TO GRANTOR/OWNER:

Toni K. Hashem
(Sign Name)

Toni K. Hashem
(Print Name)

Sharon Fiolle
(Sign Name)

Sharon Fiolle
(Print Name)

GRANTOR/OWNER:
CHARLES A. BARTLETT, as Trustee Under LAND TRUST AGREEMENT dated 6-30-93

By: _____
(Sign Name)

CHARLES A. BARTLETT
(Print Name)

Its: TRUSTEE

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of August, 2001, by CHARLES A. BARTLETT, as Trustee Under LAND TRUST AGREEMENT dated 6-30-93, Grantor/Owner for and on behalf of whom this instrument was executed.

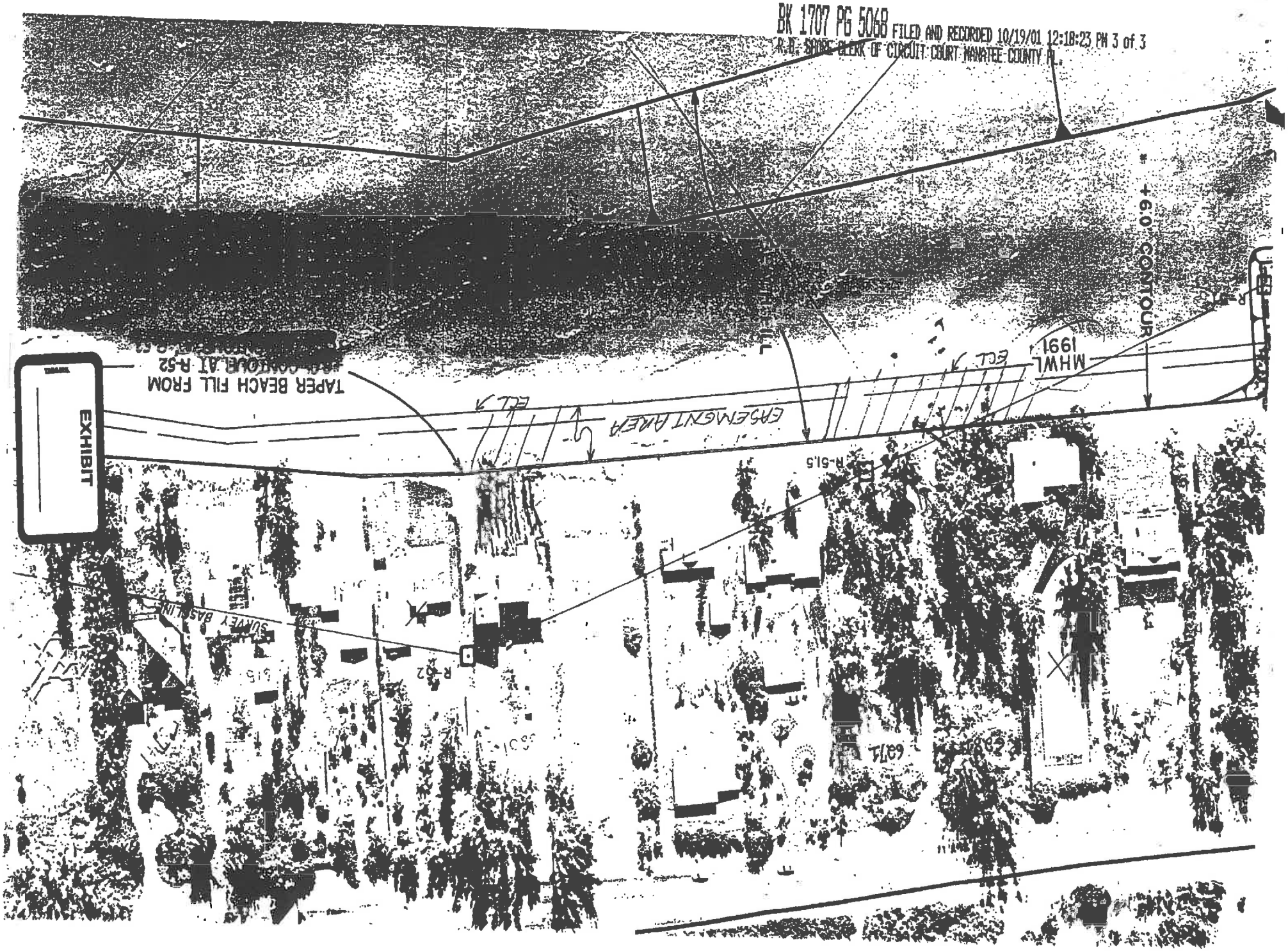
Toni K. Hashem
Notary Public State of FLORIDA
Typed Name: Toni K. Hashem
Commission Expires: _____
Commission No.: _____

Toni K. Hashem MY COMMISSION EXPIRES April 16, 2005 #DD009075 Bonded thru Troy Fain-Insurance NOTARY PUBLIC, STATE OF FLORIDA

Personally Known ✓
OR Produced Identification
Type of Identification Produced _____

F:\USERS\MJF\MJFF\WP\BARTLETT.2

BK 1707 PG 5068 FILED AND RECORDED 10/19/01 12:18:23 PM 3 of 3
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.



OR 1744 PG 0173 DKT # 1017001
FILED AND RECORDED 5/3/2002 12:53:14 PM 1 of 1
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

Prepared without benefit of title examination by:
David P. Persson, Esq.
Hankin, Persson, Davis, McClenathen & Darnell
1820 Ringling Boulevard
Sarasota, FL 34236

TERMINATION OF PERMANENT EASEMENT

The Town of Longboat Key, Florida (the Town) was the Grantee of a certain permanent Beach Restoration Easement (the Permanent Easement) granted by Charles J. Bartlett, as Trustee under land Trust Agreement dated 6/30/93 (Grantor) and recorded in Book 1707 Page 5066 of the public records of Manatee County, Florida.

The Town hereby quitclaims, releases, relinquishes and terminates said Permanent Easement granted by Grantor and the Easement shall after the date hereof be of no further force and effect. Nothing contained herein shall release, relinquish, modify, or terminate the Temporary Beach Restoration Easement granted by Grantor to the Grantee.

This 26 day of APRIL, 2002.

TOWN OF LONGBOAT KEY, FLORIDA

By: _____
Bruce F. St. Denis
Town Manager

ATTEST:

Donna H. Spencer
DONNA H. SPENCER
TOWN CLERK

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26 day of April, 2002 by BRUCE F. ST. DENIS as Town Manager, Town of Longboat Key, on behalf of whom this instrument was executed.

_____
Notary Public State of Florida
Typed Name: _____
Commission Expires: _____
Commission No.: _____

Jo Ann Dunay-Mixon
My Commission DD008134
Expires March 22, 2005

Personally Known ✓
OR Produced Identification
Type of Identification Produced _____

Prepared without benefit of full title examination by:
David P. Persson
Hankin, Persson, Davis, McClenathen & Darnell
1820 Ringling Boulevard
Sarasota, FL 34236

TEMPORARY BEACH RESTORATION EASEMENT

Charles J. Bartlett, as Trustee under land Trust Agreement dated 6/30/93, whose mailing address is P.O. Box 4195, Sarasota, Florida 34230, hereinafter referred to as "Grantor" or "Owner", in consideration of the mutual benefits to be derived from the Longboat Key Erosion Control Project, and other good and valuable consideration, hereby grants, bargains, and conveys to the Longboat Key Beach Erosion Control District "A", a special taxing district, and the Town of Longboat Key, a municipal corporation, both of whom have a mailing address of 501 Bay Isles Road, Longboat Key, Florida 34228, hereinafter "Grantee" or "Town", a Temporary Beach Restoration Easement over the "Easement Property" that is described as follows:

> That portion of the parcel described below which lies seaward of the +5.0' contour line as measured vertically from the North American Vertical Datum of 1988.
>
> Lots 12 and 13, PLAT OF SLEEPY LAGOON, according to the Plat thereof as recorded in the Public Records of Manatee County, Florida. (6281 and 6271 Gulf of Mexico Drive)
> [See Exhibit "A" attached for Easement Property location]

This is a nonexclusive temporary easement with the Owner reserving the right to continued free use of the property in a manner not inconsistent with the rights granted herein to the Town, subject to the following terms and conditions:

1. **Not a Public Dedication**. Nothing herein shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes and uses specifically expressed herein.

2. **Use**. The Easement Property may be used by the Town, its subcontractors, employees, agents, and assigns, only for the purpose of enlarging and maintaining the beach and shoreline by filling with sand and planting and maintaining native dune vegetation to prevent further erosion of the shoreline. The Easement Property shall not be utilized for the temporary or permanent storage of equipment, materials or other items and no structures shall be constructed, erected or placed thereon by the Town or anyone acting on its behalf.

3. **Access**. The Town shall have the temporary right of ingress and egress over and across the Easement Property as is necessary for the use of any rights granted herein.

4. **Reasonable Use**. The Town agrees not to unreasonably interfere with Owner's use of the Easement Property. The Town further agrees that it shall, at the Town's cost, repair any damage caused to Owner's property as a result of the negligence of or use of the Easement Property by the Town, its subcontractors, employees, agents or assigns and shall indemnify the Owner and the Owner's heirs, personal representatives, successors, grantees and assigns against all claims and actions, including costs, expenses and attorney's fees resulting from such negligence or use.

Return to: Town of Longboat Key
Public Works Department
600 General Harris Street
Longboat Key FL 34228

5. **Notice**. In the event there is damage to the Owner's property caused or believed to be caused by the Town, Owner agrees to notify the Town in writing within one (1) year after such damage is discovered, at 501 Bay Isles Road, Longboat Key, Florida 34228, Attn: Town Manager, by certified mail, return receipt requested. Failure of Owner to notify the Town within that time period shall excuse the Town of any liability for any and all such damage.

6. **Grantor's Obligation**. Owner agrees not to do or commit any acts that would interfere with the rights granted to the Town under this Easement. This shall include, but without limitation, any of the following: removing any of the sand or native vegetation currently present or planted by the Town pursuant to the terms herein; placing any other material or substance in or around the Easement Property which may have the effect of damaging the structure or appearance of the beach, dune, vegetation, or coastline, except for any existing structures or for any additional structures that may be permitted by the Town and the State of Florida.

7. **Covenants Run With the Land**. This Easement shall run with the Easement Property.

8. **Grantor's Responsibility**. Owner acknowledges that Owner: a) has good and marketable legal title to the Easement Property; b) has the full right, power and authority to grant this Easement and the rights hereunder; and c) shall not commit any act which would in any way nullify or interfere with the rights granted hereunder.

9. **Termination.** All rights granted hereunder shall terminate on December 31, 2021 without the necessity of any further record.

IN WITNESS WHEREOF, the Owner has caused these presents to be duly executed, this 16th day of February, 2012.

WITNESSES TO GRANTOR/OWNER:

Lauren Bray
(Sign Name)

Lauren Bray
(Print Name)

Kathleen Manning
(Sign Name)

Kathleen Manning
(Print Name)

GRANTOR/OWNER:
CHARLES J. BARTLETT, AS TRUSTEE UNDER LAND TRUST AGREEMENT DATED 6-30-93

By:
(Sign Name)

CHARLES J. BARTLETT
(Print Name)

Its: TRUSTEE

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 16th day of February, 2012, by CHARLES J. BARTLETT, as Trustee Under LAND TRUST AGREEMENT dated 6-30-93, Grantor/Owner for and on behalf of whom this instrument was executed.

Notary Public State of Florida
Typed Name: Sharon D. Firlotte
Commission Expires: DD 784848
Commission No.: 7/26/12

Personally Known X
OR Produced Identification
Type of Identification Produced

SHARON D. FIRLOTTE
Commission DD 784848
Expires July 26, 2012
Bonded Thru Troy Fain Insurance 800-336-7019

BD2\6281&6271GMDTEMPEASEMENT.doc

EXHIBIT "A"

LOT 12 SLEEPY LAGOON PI#78377.0000/9 (6271 Gulf of Mexico Drive) and
LOT 13 SLEEPY LAGOON PI#78379.0000/5 (6281 Gulf of Mexico Drive).

Mayor Legler referred to a letter from Herbert Zydney in which he requested that he be considered to continue to serve on the ZBA. Mayor Legler advised that one of the vacancies occurred because Mr. Zydney was removed from this board due to excessive absences from scheduled meetings.

There was a consensus to select the ZBA members from the existing list of nominees.

Ballots distributed listed the four applicants nominated at the 12-21 Regular Workshop. Votes displayed on the chalkboard were as follows:

Nominees → Commissioners ↓	Vincent DeLisi	Michael Drake	Lisa Lowrance	Forrest Rivinius
Patterson			x	x
Metz	x			x
Lenobel	x		x	
Mayor Legler	x			x
Vice-Mayor Redgrave		x		x
Kerwin			x	x
Johnson	x	x		
Totals	**4**	**2**	**3**	**5**

Vincent DeLisi and Forrest Rivinius received a majority of the votes cast and were appointed to the ZBA for the balance of the terms (to expire in May 2003).

12. Sarasota County Transportation Disadvantaged Coordinating Board Opening -SCTDCB

Mr. St. Denis stated a seat was open on the SCTDCB. He asked if the Town Commission wished to nominate a candidate (elected official) to fill this position.

There was a consensus to not submit a nomination to fill the open seat on the SCTDCB.

Town Attorney Comments

15. Beach Easements

Mr. Persson advised that the temporary beach easements obtained in 1991 would expire this year. He asked whether the Town Commission wished to attempt to obtain permanent easements rather then temporary easements. Mr. Persson advised that the easements were to raise the elevation of the privately-held land; the easements would be recorded.
Discussion was held regarding the difference between temporary and permanent easements, the 7-foot elevation level, whether property owners would grant the Town a permanent easement, the existing beach renourishment program, and utilizing the same language for the easement as was used in 1991.

There was a consensus to utilize the same easement language used in 1991 and to request a permanent beach easement from property owners.

16. Town of Longboat Key and Casa Del Mar vs Manatee County Board of Commissioners re. Airport Flight Path

Town Attorney Comments

18. Sarasota Bradenton International Airport (SBIA) Litigation Update

Attorney Persson stated Save Our Shores appealed the FAA decision on behalf of the Town of Longboat Key. Save Our Shores legal advisors, Attorneys Hemke and Siler, were requested to allow Attorney Persson review documentation to which the Town's name was affixed.

✳ 19. Beach Easement Status Report

Approximately 70 easements had been mailed to property owners, and eight or nine citizens had requested temporary easements. He said a temporary easement (ten years) could be acceptable; however, ten years from now questions regarding inconsistencies concerning temporary easements to some citizens and permanent easements to others could demand justification. If direction were changed, citizens would need to be informed and allowed the option to convert from a permanent easement to a temporary easement. The Commission directed Attorney Persson to contact property owners and explain the reasons for a permanent easement (again); at this point in time nothing less would be accepted, but the issue may/could be revisited at a later time.

20. Reclaimed Water System

Attorney Persson complimented the Town Manager on his impressive explanation and educated discussion of reclaimed water issues.

Town Manager Comments

21. Mid-Key Interim Beach Nourishment

Manager St. Denis announced completion of the beach renourishment project near Villa Di Lancia. Installation of the Longard tubes could be completed by the end of summer 2001, and he would inquire regarding minimizing the bidding procedures.

22. Selection of Planning Zoning and Building Director

Manager St. Denis congratulated Ms. Jill Jeglie on her selection as the Director of Planning, Zoning, and Building. He said Ms. Jeglie demonstrated excellent professional decision-making techniques, and her contributions were an asset to the Town of Longboat Key.

23. Mothers Morning Out (MMO) Program

Manager St. Denis discussed the discontinuation of the Mothers Morning Out Program and donations provided by citizens. The program had begun with the best of intentions, but was unable to proceed; donations should be reimbursed to citizens, if requested. However, citizens not wishing reimbursement would be commemorated at the Bayfront Park Recreation Center. Commissioner Patterson requested a program status report by the Bayfront Park Recreation Center be included on the 6-21-01 Regular Workshop agenda.

Town Commission Comments

24. Reclaimed Water Discussion

Commissioners Patterson and Kerwin commended the Town Manager on his wealth of knowledge regarding the reclaimed water situation. Commissioner Metz discussed water

8. The Town's Response to Proposed National Fire Protection Association (NFPA) Standard 1710

Fire Chief Halas discussed the proposed National Fire Protection Association Standard 1710. The proposed Standard contained many fire/rescue staffing and emergency response criteria; i.e. mandated total dispatched personnel and response/arrival time. A small structure (2,000 SF) fire would require deployment of a full alarm company; thirteen firefighters; arrive within eight minutes; and four-minute arrival of the first engine company. Fire Chief Halas said the Island did not have more than two or three personnel on each responding unit; the proposed Standard 1710 would incur increased operating costs. Florida and National Leagues of Cities, Florida and Southeastern Associations of Fire Chiefs, and the Council of Mayors indicated opposition to Standard 1710 and urged city/town mayors to submit an appeal or provide representation to the July 10-13, 2001, NFPA Standards Council Meeting in San Francisco, CA.

There was consensus for Fire Chief Halas to attend and represent the Town of Longboat Key at the NFPA Standards Council Meeting.

It was moved by Redgrave, seconded by Metz, to authorize the Mayor to execute a letter regarding the Town's position on Standard 1710 to NFPA. Motion carried unanimously.

✳ **Town Attorney Comments**

12. Beach Easement Update

Attorney Persson said citizens continued to return beach easement documents and positive feedback was received regarding temporary versus permanent easements.

Town Manager Comments

13. Urban County Agreement

The Town had an agreement for community development and historically provided population numbers to Sarasota County (registered as an Urban County). Manatee County wanted to register as an Urban County but had inadequate population (approximately 7,000); Longboat Key had a registered census count of approximately 7,003. Sarasota County encouraged Longboat Key to participate with Manatee County so they may gain Urban County status. Manager St. Denis would address the item at the 6-28-01 Regular Workshop.

14. Requested Waiver Beach Ordinance (Dogs)

Gillian Busard, Permit Holder, Longboat Key Turtle Watch, volunteered to monitor beach lighting during turtle season (north end of the beach) if granted permission to be accompanied by her dog. The Commission admired and supported turtle watch efforts, however, dog walking on the beach may invite and/or encourage other citizens to follow suit, and could not justify exception to the ordinance.

There was no consensus to move the request forward.

9. Approval to Change the September 17, 2001 Regular Workshop Start Time from 1:00 PM to 12:00 PM

It was moved by Patterson, seconded by Lenobel, to reschedule the start time of the 9-17-01 Regular Workshop to 12:00 PM. Motion carried unanimously.

Town Attorney Comments

14. Apology to the General Employee Pension Board

Attorney Persson clarified his comment concerning duties of the General Employees' Pension Board; advised that traditionally the Town Manager functioned to review and discuss pension benefits; was in error to imply the General Employees' Board could not discuss benefits; and extended apologies to the General Employees' Retirement System Board.

15. Beach Easements

Attorney Persson said 33% of the beach easements were signed (72 out of 233); another 40% were unresponsive; a few had technical difficulties; approximately 30 people expressed reservation regarding granting a permanent easement (one refusal and others stated cooperation but were uncomfortable with granting permanent easements); inquiries for depictions of the erosion control line location and width of the easement; and elaborate notification provisions in the review processes were requested.

Manager St. Denis said the project was a positive endeavor and did not want the permanent easement issue to prevent project continuation. He recommended allowance of temporary easements; discussed short-term durations (10-12 years); and individuals who signed permanent easements should be afforded options to convert to temporary easements at no charge.

Attorney Persson said if temporary easements were allowed, he would compose letters to individuals granting permanent easements and provide notification of changes; the Town would revoke permanent easements and issue temporary easements; but cautioned that record maintenance was important to identify permanent and temporary parcels.

Jeremy Whatmough, START President, felt easements should be limited only to the project length. Manager St. Denis said if additional work was required in the interim, or if beach was lost to a storm, the Town had the ability to refill the beach but the easements would need to be reaccomplished.

There was consensus to accept Manager St. Denis' recommendation and Attorney Persson would compose revocation of permanent easements correspondence.

16. Brasota Mortgage Company

Attorney Persson filed a dismissal motion regarding litigation procedures at the Village; Brasota Mortgage Company had abated the writ of certificate; proceeded with the administrative process; declined the tentative settlement prior to the Commission's approval;

End of Agenda Item