

Angelina "Angel" Colonnese

Clerk of the Circuit Court
Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Recorded By: kgowen
Cashiered By: scaranza

Receipt#: 900028093 Payee Name: CITY OF ANNA MARIA
Receipt Date: 10/28/2016

Instrument(s): 201641052116-BK2645/PG1843-AGREEMENT

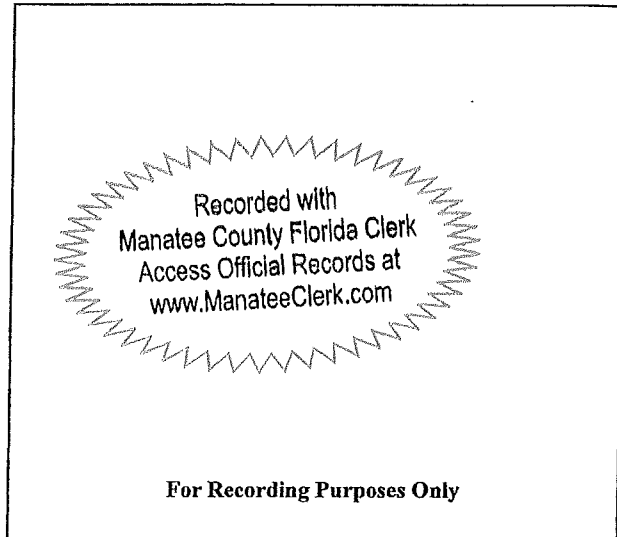
Details

INDEXING NAMES	\$0.00
PRMTF \$1/\$.50	\$3.00
PRMTF BCC \$2	\$10.00
PRMTF CLERK \$1.90	\$9.50
PRMTF FACC \$.10	\$0.50
RECORDING FEE \$5/\$4	\$21.00

Receipt Total:	\$44.00	
Amount Tendered:	\$44.00	
Overage:	\$0.00	
MFC	\$44.00	16923147

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Gretchen R. H. Vose, Esq.
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789



SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into this 14th day of OCTOBER, 2016, (“Effective Date”) by and between Tall Oaks Development, LLC (“Owner”) and the City of Anna Maria (“City”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, on November 19, 2015, the City enacted Ordinance 15-807, the Vacation Rental Ordinance (“Ordinance”), which limited occupancy in Vacation Rentals, as that term is defined in the Ordinance; and

WHEREAS, Owner owns the real property and improvements located at 202 Archer Way, Anna Maria, Florida, as more particularly described in the attached Exhibit “A” (the “Property”); and

WHEREAS, on April 27, 2016, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the “Harris Act”), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the “Claim”); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

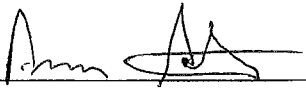
WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.


NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.
2. **Occupancy Allowable Under Ordinance**. Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of ten (10) persons, and the City shall grant such occupancy. This right shall continue in perpetuity, regardless of any future changes in the condition or ownership of the Property, provided that this right shall expire permanently if the Property were voluntarily modified to decrease the number of bedrooms from the number existing at the time of the claim.
3. **Development in Accordance with Code**. Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Anna Maria in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.
4. **Entire Agreement**. The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.
5. **Duration of Agreement**. This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.
6. **Authority**. The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.
7. **Governing Law**. The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Manatee County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

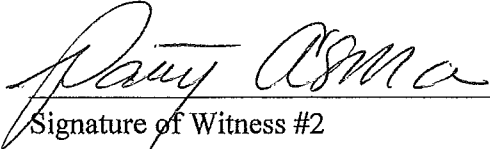
OWNER: Tall Oaks Development, LLC


Signature of Witness # 1

Ann Arntz
Print or type name

By: 
Signature

Richard L. KURTH
Print or type name


Signature of Witness #2

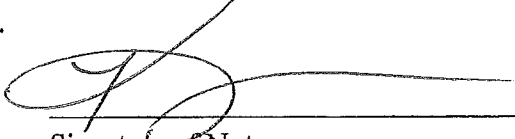
Patty Asma
Print or type name

As: Managing PARTNER
Print or type

STATE OF ~~FLORIDA~~ Michigan
COUNTY OF KALAMAZOO

The foregoing instrument was acknowledged before me this 14TH day of OCTOBER, 2016, by Richard L. KURTH of Tall Oaks Development, LLC, who is personally known to me or who has/have produced Known as identification and who did not (did) take an oath.

KIMBERLY DOWLING
NOTARY PUBLIC, STATE OF MI
COUNTY OF VAN BUREN
MY COMMISSION EXPIRES Sep 17, 2021
ACTING IN COUNTY OF Kalamazoo
(NOTARY SEAL)


Signature of Notary

Kimberly Dowling
Print or type name

CITY OF ANNA MARIA

By: 
Dan Murphy, Mayor

Date: 10/27/16

ATTEST:

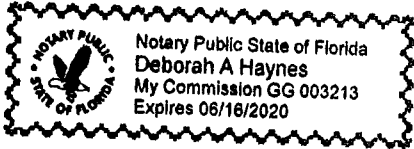
LeAnne Addy

LeAnne Addy, City Clerk

Date: 10/27/16

STATE OF Florida
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27 day of October 2016, by Dan Murphy, and LeAnne Addy, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Anna Maria.



(NOTARY SEAL)

Deborah A. Haynes
Signature of Notary

Deborah A. Haynes
Print or type name

Approved as to form and legality for use and reliance by the City of Anna Maria, Florida

Gretchen R. H. Vose
Gretchen R. H. "Becky" Vose

Exhibit "A"

Legal Description of Property

A portion of Lot 36, revised plat of Laguna Maria, a per plat thereof recorded in Plat Book 8, Page 121 of the Public Records of Manatee County, Florida, being more particularly described as follows: Begin at the most Northwesterly corner of Lot 36, thence N 58 degrees 37'04"E, along the Northerly line of Lot 36, a distance of 59.0 feet, thence S 33 degrees 43'44"E 85.16 feet to a point of the Southerly line of Lot 36, also being the Northerly right of way line of Archer Way (a 50-foot wide public ROW) thence S 58 degrees 42'17"W, along said South Line and Northerly line of Archer Way, a distance of 62.00 feet to the Southwesterly corner of Lot 36, thence N 31 degrees 42'36"W, along the Westerly line of Lot 36 also being the Easterly ROW line of Snapper Street (a 50 foot wide public ROW) a distance of 85.00 feet to POB.

Parcel Identification No. 7113500109