

# 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

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Receipt#: 900028086                      Payee Name: CITY OF ANNA MARIA  
Receipt Date: 10/28/2016

Instrument(s): 201641052109-BK2645/PG1806-AGREEMENT

### Details

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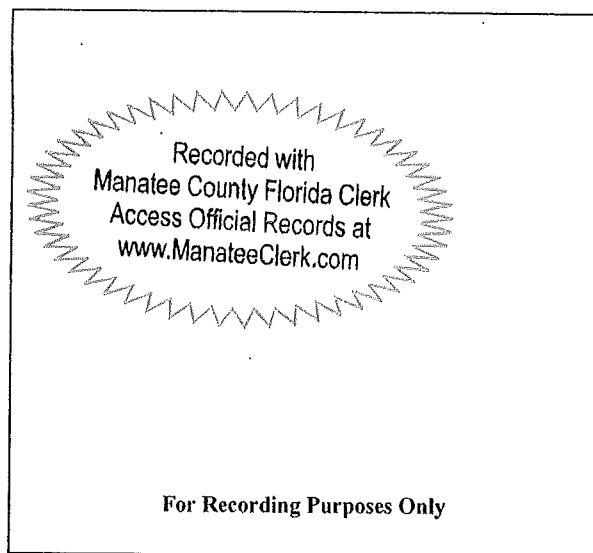
INDEXING NAMES	\$0.00
PRMTF \$1/\$.50	\$3.00
PRMTF BCC \$2	\$10.00
PRMTF CLERK \$1.90	\$9.50
PRMTF FACC \$.10	\$0.50
RECORDING FEE \$5/\$4	\$21.00

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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 4 day of October, 2016, ("Effective Date") by and between Matthew J. Ward and Lynn Ward, (collectively "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 207 Sycamore Avenue, 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.

[Signature]  
Signature of Witness # 1

Virginia Down  
Print or type name

[Signature]  
Signature of Witness #2

Daniel Deasley  
Print or type name

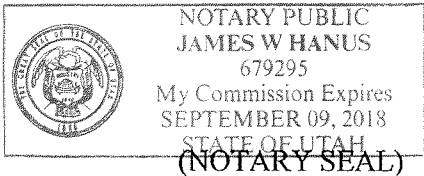
OWNER:

[Signature]  
Matthew J. Ward

Lynn Ward  
Lynn Ward

STATE OF UTAH  
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 4<sup>TH</sup> day of OCTOBER, 2016, by MATTHEW WARD and LYNN WARD, who are personally known to me or who have produced UTAH STATE ID. as identification and who did not (did) take an oath.



[Signature]  
Signature of Notary

JAMES HANUS  
Print or type name

CITY OF ANNA MARIA

By: [Signature]  
Dan Murphy, Mayor

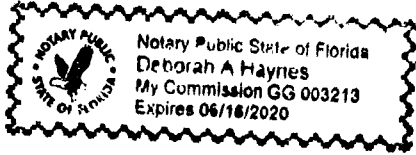
Date: 10.18.16

ATTEST:

*Diane Pereycoc*  
Diane Pereycoc, City Clerk  
*LeAnne Addy*  
Date: 10/18/16

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18 day of October, 2016, by Dan Murphy, and ~~Diane Pereycoc~~, 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. *LeAnne Addy*



(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

The Northerly 52.5 feet of the following property: start at the NW corner of Snapper Street (Gulf Drive) and Elm Avenue according to the plat of Anna Maria Beach, Plat Book 1, Page 237, of the Public Records of Manatee County, Florida; go thence in Northwesterly direction parallel to Snapper Street 110 feet; thence at right angles to Snapper Street and parallel to Elm Avenue in a Northeasterly direction 105 feet for the Point of Beginning; thence continue Northeasterly 105 feet; thence at right angles Northwesterly 100 feet; thence at right angles Southwesterly 105 feet; thence at right angles Southeasterly 100 feet to the point of beginning, all in fractional Section 18, Township 34 South, Range 16 East

Parcel Identification No. 70846.1005/9