

# Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Recorded By: jtinkham  
Cashiered By: PSCOTT

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Receipt#: 900037413      Payee Name: COUNTER CUSTOMER  
Receipt Date: 12/21/2016

Escrow Balance:  
Escrow Customer:

Instrument(s): 201641069590-BK2653/PG321-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      17321565

**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 24 day of October 2016, (“Effective Date”) by and between, Magnolia Beach Views, 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 217 Magnolia Avenue, Anna Maria, Florida, as more particularly described in the attached Exhibit “A” (the “Property”); and

**WHEREAS**, on July 1, 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 fourteen (14) persons at the (5) bedroom vacation rental property, with a second living room, built on the Property noted above, and the City shall grant such occupancy. This right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to decrease the number of bedrooms that existed at the date 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: Magnolia Beach Views, LLC

Jayne L Bayer  
Signature of Witness # 1

Jayne L Bayer  
Print or type name

Cherise McCracken  
Signature of Witness #2

Cherise McCracken  
Print or type name

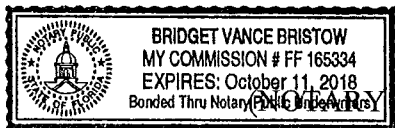
By: J C Bayer  
Signature

James C. Bayer  
Print or type name

As: Magnolia LLC  
Print or type

STATE OF FL  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 29th day of Nov, 2016, by James C Bayer, of Magnolia Beach Views, LLC, who is personally known to me or who has/have produced \_\_\_\_\_ as identification and who did not (did) take an oath.



Bridget Vance Bristow  
Signature of Notary

Bridget Vance Bristow  
Print or type name

CITY OF ANNA MARIA

By: Dan Murphy  
Dan Murphy, Mayor

Date: 12.19.16

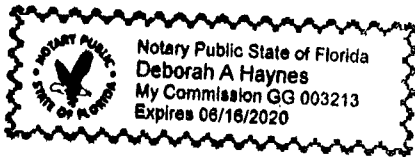
ATTEST:

Deanne Addy  
LeAnne Addy, City Clerk

Date: 12-20-16

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of DECEMBER 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. "Becky" Vose  
Gretchen R. H. "Becky" Vose

Exhibit "A"

Legal Description of Property

Lot 18, Block 21, Anna Maria Beach Subdivision, according to the map or plat thereof as recorded in Plat Book 1, Page 216, of the Public Records of Manatee County, Florida