

SETTLEMENT AGREEMENT



This Settlement Agreement (“Agreement”) is made and entered into this _____ day of _____, 2017, (“Effective Date”) by and between Richard and Kristina Kellar, (collectively “Owner”) and the City of Anna Maria (“City”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, on December 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 their real property located at 501 South Bay Boulevard, Anna Maria, Florida and more particularly described in Exhibit A (“the Property”), had been inordinately burdened by the adoption of the living area ratio ordinance (Ordinance 13-754), pool lot coverage (Ordinance 15-804) and living area ratio calculation as applied to exterior walls, stairwells and elevator space (Ordinance 15-801) (hereinafter collectively referred to as the “Ordinances”); 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 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 variance(s) granted by virtue of this Settlement Agreement and the restrictive covenant offered by the Owner protects the public interest served by the Ordinances and are the appropriate relief necessary to prevent the regulatory effect of the Ordinances from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Owner’s December 1, 2016, Harris Act 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. **Variance(s) from Ordinances**. Owner is hereby granted a variance, or variances, as may be necessary, from the referenced Ordinances to permit construction of a residence in accordance with the regulations, restrictions and conditions that existed prior to the adoption of the Ordinances and consistent with construction plans created prior to 2014, as shown and attached as Exhibit B. Owner may make minor deviations from the attached plans provided that in no event shall the lot coverage or living area of the project exceed the amount shown on the attached plans.

M K Pederson
Signature of Witness # 1

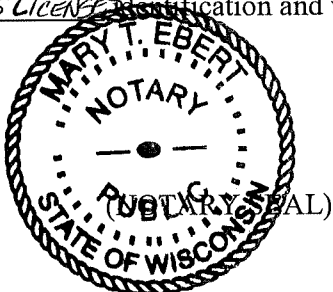
MARY KAY PEDERSON
Print or type name

Brittany M Goyer
Signature of Witness #2

Brittany M Goyer
Print or type name

STATE OF WISCONSIN
COUNTY OF WAUKESHA

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Richard and Kristina Kellar, who are personally known to me or who have produced WI DRIVERS' LICENSES identification and who did not (did) take an oath.



OWNER:

Richard A. Kellar
Richard Kellar

Kristina S. Kellar
Kristina Kellar

Mary T. Ebert
Signature of Notary

MARY T. EBERT
Print or type name

attorney's fee from the non-prevailing party.

E. Venue for any litigation shall be in the Twelfth Judicial Circuit Court in and for Manatee County, Florida.

F. The Restrictive Covenant shall expire without further action by the parties at 11:59 PM on the fifth anniversary of the date the Restrictive Covenant is recorded.

OWNER:

Signature of Witness # 1

Richard Kellar

Print or type name

Kristina Kellar

Signature of Witness #2

Print or type name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Richard and Kristina Kellar, who are personally known to me or who have produced _____ identification and who did not (did) take an oath.

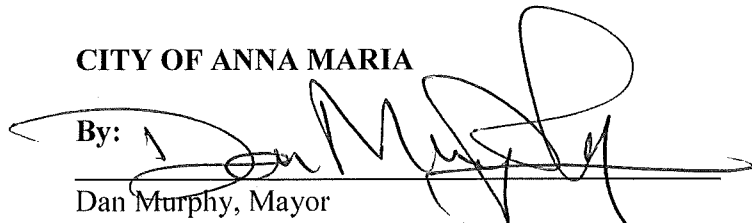
Signature of Notary

(NOTARY SEAL)

Print or type name

CONSENT TO RESTRICTIVE COVENANT

CITY OF ANNA MARIA

By: 

Dan Murphy, Mayor

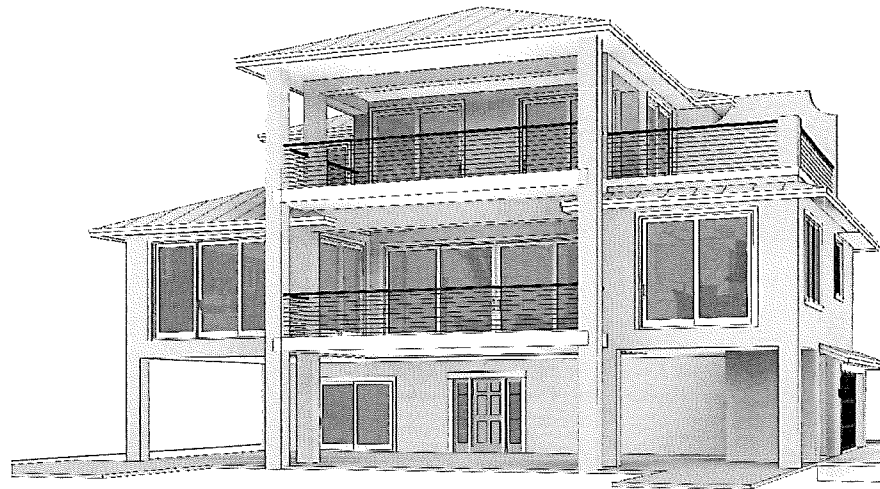
Date: 11-09-2017

Exhibit "A"

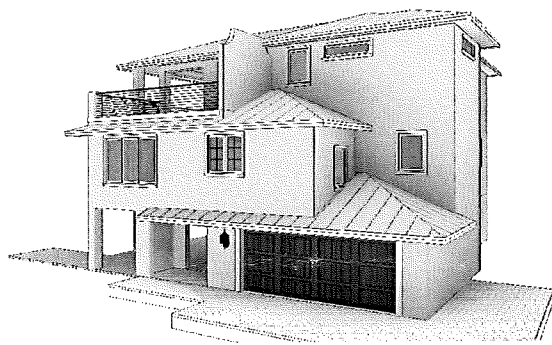
Legal Description of Property

Lot 5, Replat of Lots 74 through 85, WELLS BAY HARBOR, SECTION A, as per plat thereof recorded in Plat Book 13, on Page 96 of the Public Records of Manatee County, Florida.

KELLAR RESIDENCE
501 SOUTH BAY BLVD, ANNA MARIA, FL 34216



FRONT ELEVATION



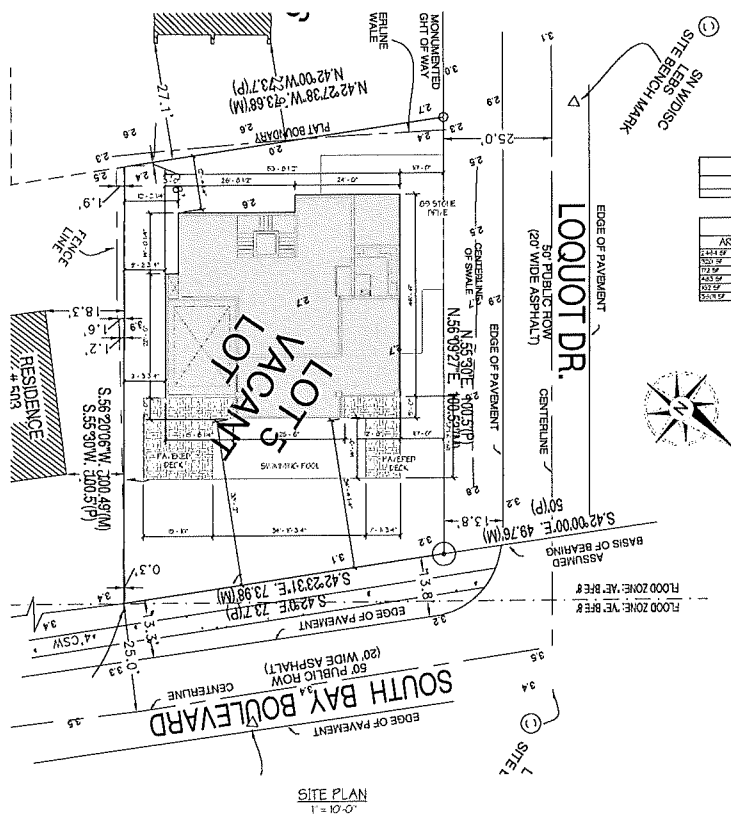
SIDE PERSPECTIVE

| SHEET LIST | |
|--------------|-----------------|
| SHEET NUMBER | SHEET NAME |
| 01 | COVER |
| 02 | FRONT ELEVATION |
| 03 | FRONT ELEVATION |
| 04 | FRONT ELEVATION |
| 05 | FRONT ELEVATION |
| 06 | FRONT ELEVATION |
| 07 | FRONT ELEVATION |
| 08 | FRONT ELEVATION |
| 09 | FRONT ELEVATION |
| 10 | FRONT ELEVATION |
| 11 | FRONT ELEVATION |
| 12 | FRONT ELEVATION |
| 13 | FRONT ELEVATION |
| 14 | FRONT ELEVATION |
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| 44 | FRONT ELEVATION |
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| 47 | FRONT ELEVATION |
| 48 | FRONT ELEVATION |
| 49 | FRONT ELEVATION |
| 50 | FRONT ELEVATION |

90 SOUTH BAY BLVD, ANNA MARIA, FL 34216

COVER

Page: 1 of 1
Date: 08/11/16
Author: A1

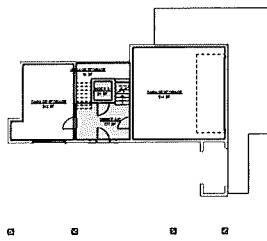


| TOTAL AREA OF LOT | | | |
|-------------------|--|--|--|
| SQ. FT. | | | |
| 1334 | | | |

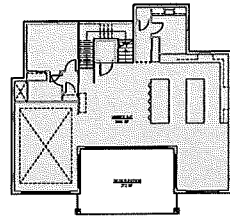
| BUILDING COVERAGE | | | |
|-------------------|---------------|-----------|--------------|
| AREA | HAVE | PERMETER | LOT COVERAGE |
| 241 SF | PAVED FOOTING | 20' x 12' | 18.0% |
| 100 SF | PAVED DECK | 10' x 10' | 7.5% |
| 17 SF | PAVED DECK | 5' x 5' | 1.3% |
| 143 SF | POOL | 20' x 8' | 10.7% |
| 10 SF | PAVED DECK | 5' x 2' | 0.8% |
| 55 SF | PAVED DECK | 10' x 5' | 4.1% |



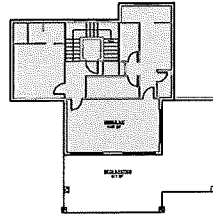
SITE PLAN
1" = 10'-0"



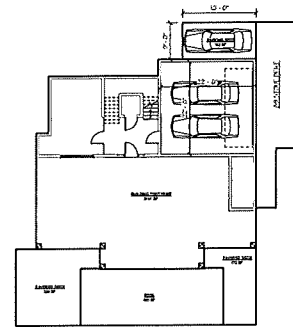
GROUND LVL - AREA PLAN
3/32" = 1'-0"



1st LVL - AREA PLAN
3/32" = 1'-0"



2nd LVL - AREA PLAN
3/32" = 1'-0"



BUILDING COVERAGE
3/32" = 1'-0"

| NAVD ELEVATIONS | |
|-------------------------|-----------|
| LEVEL | ELEVATION |
| FINISHED FLOOR | 13.0' |
| FINISHED FLOOR (OFFICE) | 12.0' |
| FINISHED FLOOR (OFFICE) | 12.0' |

| AREA CALCULATIONS | | | |
|-------------------|----------|-----------|-------------|
| LEVEL | AREA | PERIMETER | DESCRIPTION |
| TOTAL FLOOR AREA | 152.0 SF | 217.5 LF | FLOOR AREA |
| OFFICE FLOOR | 101.2 SF | 150.0 LF | OFFICE |
| MECHANICAL ROOM | 12.0 SF | 17.0 LF | MECHANICAL |
| STAIRS | 38.8 SF | 50.5 LF | STAIRS |
| MECHANICAL ROOM | 12.0 SF | 17.0 LF | MECHANICAL |
| STAIRS | 38.8 SF | 50.5 LF | STAIRS |
| MECHANICAL ROOM | 12.0 SF | 17.0 LF | MECHANICAL |
| STAIRS | 38.8 SF | 50.5 LF | STAIRS |
| MECHANICAL ROOM | 12.0 SF | 17.0 LF | MECHANICAL |
| STAIRS | 38.8 SF | 50.5 LF | STAIRS |
| MECHANICAL ROOM | 12.0 SF | 17.0 LF | MECHANICAL |
| STAIRS | 38.8 SF | 50.5 LF | STAIRS |

| TOTAL AREA OF LOT | |
|-------------------|--|
| BQ. FT. | |
| 7313 | |

| ANNA MARIA - F.A.C. | | | | |
|---------------------|-----------------|----------|--------|--|
| NAME | LEVEL | AREA | F.A.R. | |
| OFFICE | OFFICE | 101.2 SF | 13.7% | |
| MECHANICAL ROOM | MECHANICAL ROOM | 12.0 SF | 1.6% | |
| STAIRS | STAIRS | 38.8 SF | 5.3% | |
| MECHANICAL ROOM | MECHANICAL ROOM | 12.0 SF | 1.6% | |
| STAIRS | STAIRS | 38.8 SF | 5.3% | |
| MECHANICAL ROOM | MECHANICAL ROOM | 12.0 SF | 1.6% | |
| STAIRS | STAIRS | 38.8 SF | 5.3% | |

| BUILDING COVERAGE | | | |
|-------------------|-----------------|-----------|--------------|
| AREA | NAME | PERIMETER | LOT COVERAGE |
| 152.0 SF | FLOOR AREA | 217.5 LF | 20.8% |
| 101.2 SF | OFFICE | 150.0 LF | 13.5% |
| 12.0 SF | MECHANICAL ROOM | 17.0 LF | 1.3% |
| 38.8 SF | STAIRS | 50.5 LF | 3.0% |
| 12.0 SF | MECHANICAL ROOM | 17.0 LF | 1.3% |
| 38.8 SF | STAIRS | 50.5 LF | 3.0% |
| 12.0 SF | MECHANICAL ROOM | 17.0 LF | 1.3% |
| 38.8 SF | STAIRS | 50.5 LF | 3.0% |

ALL COVERAGE AND LAYOUT AREAS ARE CALCULATED ON PLANS ACCORDING TO CURRENT REQUIREMENTS

| NO. | REVISION | DATE |
|-----|----------|------|
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89 SOUTH BAY BLVD. ANNA MARIA, FL 32426

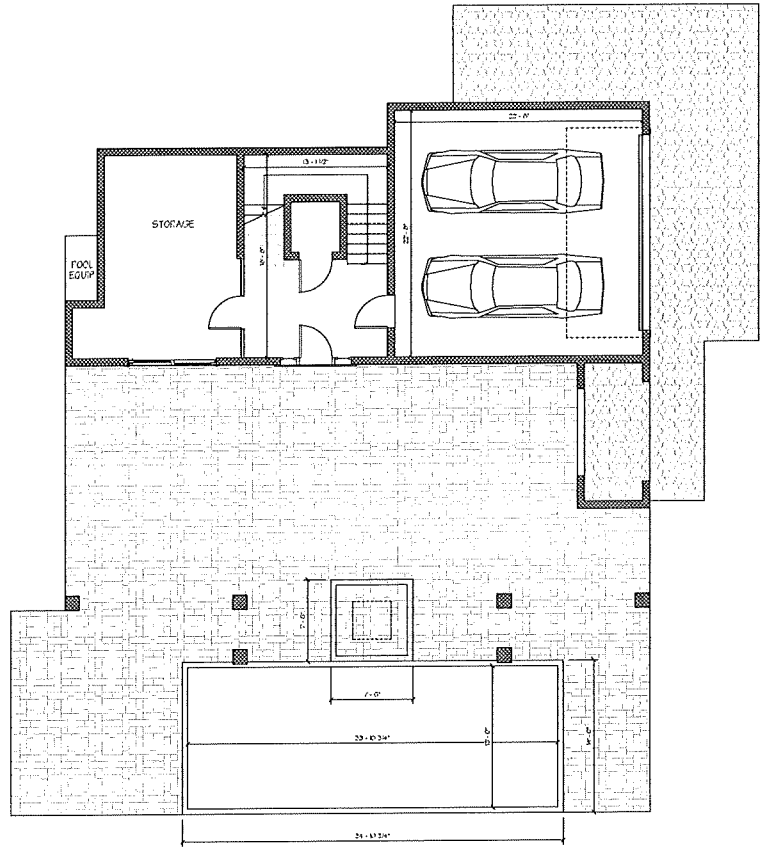
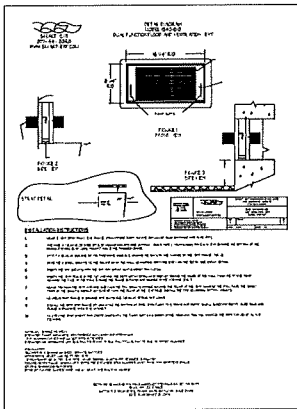
GENERAL NOTES:

1. FLOOR FINISH TO BE VERIFIED WITH THE ARCHITECT AND SIGNED OFF BY THE ARCHITECT.
2. ALL FLOOR SURFACES TO BE FINISHED TO THE FINISH LINE, UNLESS OTHERWISE NOTED.
3. ALL FLOOR SURFACES TO BE FINISHED TO THE FINISH LINE, UNLESS OTHERWISE NOTED.
4. ALL FINISHED FLOOR SURFACES TO BE FINISHED TO THE FINISH LINE, UNLESS OTHERWISE NOTED.
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16. ALL FINISHED FLOOR SURFACES TO BE FINISHED TO THE FINISH LINE, UNLESS OTHERWISE NOTED.

| WALL LEGEND | |
|-------------|---------------|
| | EXTERIOR WALL |
| | INTERIOR WALL |
| | FOUNDATION |
| | SLAB |
| | STAIR |
| | CORE |
| | COLUMN |
| | BEAM |
| | WALL |
| | CEILING |
| | FLOOR |
| | ROOF |

SMART VENT
COURT

| SMART VENT SCHEDULE | | |
|---------------------|--------|--------------------|
| AREA | LEVEL | SMART VENTS NEEDED |
| STAIRS | STAIRS | STAIRS |
| COURT | COURT | COURT |



GROUND LVL - FLOOR PLAN
1/4" = 1'-0"

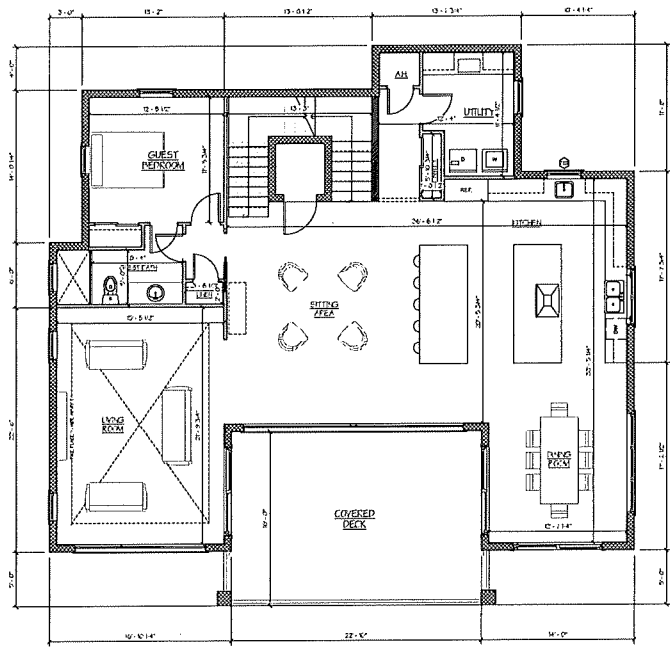
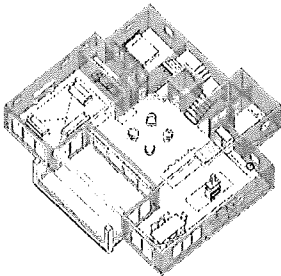
| REVISIONS | |
|-----------|-------------|
| NO. | DESCRIPTION |
| | |
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80 SOUTH BAY BLVD. ANNA MARIA, FL 34216

GENERAL NOTES:

1. DECK, GATED TO THE ORIGINAL SECTION SCREENED FROM THE ADJACENT DRIVE.
2. ALL INTERIORS TO COMPLY WITH THE LOCAL PERMITS AND LOCAL CODES AND STANDARDS.
3. ALL INTERIORS TO BE AS SHOWN UNLESS NOTED OTHERWISE.
4. FOR FINISHES, SEE THE FINISH SCHEDULE.
5. ALL FINISHES TO BE AS SHOWN UNLESS NOTED OTHERWISE.
6. ALL FINISHES TO BE AS SHOWN UNLESS NOTED OTHERWISE.
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17. ALL FINISHES TO BE AS SHOWN UNLESS NOTED OTHERWISE.
18. ALL FINISHES TO BE AS SHOWN UNLESS NOTED OTHERWISE.
19. ALL FINISHES TO BE AS SHOWN UNLESS NOTED OTHERWISE.
20. ALL FINISHES TO BE AS SHOWN UNLESS NOTED OTHERWISE.

| WALL LEGEND | |
|-------------|-----------------|
| | EXTERIOR WALL |
| | STRUCTURAL WALL |
| | INTERIOR WALL |
| | PARTITION WALL |
| | GLASS WALL |
| | EDGE WALL |
| | FOUNDATION |



1st LVL - FLOOR PLAN
1/4" = 1'-0"

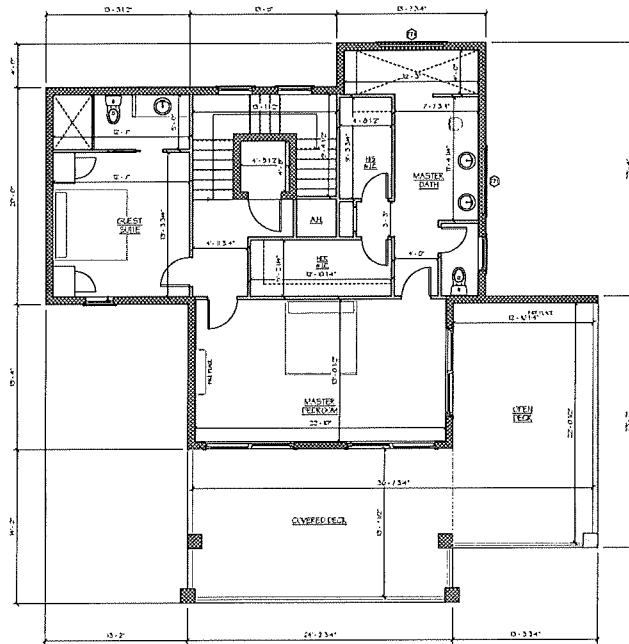
| NO. | DESCRIPTION | DATE |
|-----|-------------------------|------------|
| 1 | ISSUED FOR PERMITS | 10/15/2023 |
| 2 | ISSUED FOR CONSTRUCTION | 10/15/2023 |
| 3 | ISSUED FOR AS-BUILT | 10/15/2023 |

887 SOUTH BAY BLVD. ANNA HARRIS, FL 33426

GENERAL NOTES:

1. SHIP LIFTED TO OUTSIDE WITH HELI-LIFT FOR REMOVAL - CONSULT CONTRACTOR.
2. ALL WINDOWS & DOOR SIZES TO MATCH PERMANENT SCHEDULE. DIMENSIONS TO FACE UNLESS NOTED.
3. ALL WALLS TO BE CONCRETE WITH 1/2" REINFORCING BARS. ALL EXTERIOR WALLS TO BE CONCRETE WITH 1/2" REINFORCING BARS. ALL INTERIOR WALLS TO BE CONCRETE WITH 1/2" REINFORCING BARS.
4. ALL ROOMS TO BE FINISHED WITH 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL FLOORS TO BE FINISHED WITH 1/2" GYP. BOARD ON 2" X 4" JOISTS.
5. FLOOR FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL FLOORS TO BE FINISHED WITH 1/2" GYP. BOARD ON 2" X 4" JOISTS.
6. ALL CEILING FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL CEILING FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS.
7. ALL EXTERIOR FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL EXTERIOR FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS.
8. ALL INTERIOR FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL INTERIOR FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS.
9. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS.
10. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS.
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14. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS.
15. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS.
16. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS. ALL ROOF FINISH TO BE 1/2" GYP. BOARD ON 2" X 4" JOISTS.

| WALL LEGEND | |
|-------------|-----------------|
| | FOUNDATION WALL |
| | EXTERIOR WALL |
| | INTERIOR WALL |
| | PARTITION WALL |
| | STRUCTURAL WALL |
| | GLASS WALL |
| | OTHER WALL |



2nd LVL - FLOOR PLAN
1/4" = 1'-0"

| NO. | REVISION | DATE |
|-----|----------|------|
| | | |
| | | |
| | | |

50 SOUTH BAY BLVD. ANNA HARRIS, FL 34216

DECLARATION OF RESTRICTIVE COVENANT

This **DECLARATION OF RESTRICTIVE COVENANT** is made by and between the CITY OF ANNA MARIA, a Florida municipal corporation ("City") and RICHARD AND KRISTINA KELLAR ("Owner") (collectively "the Parties").

WITNESETH

WHEREAS, City enacted Ordinance 13-754 (living area ratio), Ordinance 15-804 (pool lot coverage) and Ordinance 15-801 (living area ratio calculation as applied to exterior walls, stairwells and elevator space) (hereinafter collectively referred to as the "Ordinances"); and

WHEREAS, Owner desires to construct a residential structure otherwise affected by Ordinances on real property located in the City of Anna Maria, Florida and legally described as Lot 5, Replat of Lots 74 through 85, WELLS BAY HARBOR, SECTION A, as per plat thereof recorded in Plat Book 13, on Page 96 of the Public Records of Manatee County, Florida (the "Property"); and

WHEREAS, on December 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") claiming the Property was inordinately burdened by the adoption of the Ordinances; and

WHEREAS, the Parties entered into a Settlement Agreement of the Harris Act claim, which required the recording of a Declaration of Restrictive Covenant.

NOW, THEREFORE, City and Owner, in exchange for the mutual promises contained herein, the sum often and no/100 dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

A. Owner, on behalf of itself, its heirs, successors, and assigns, covenants and agrees with City that the property described above shall not be used rented, leased, or otherwise occupied for consideration by persons other than Owner and Owner's family, for 5 years from the date the Restrictive Covenant is recorded.

B. Should Owner violate the terms of the Restrictive Covenant, the parties agree that injunctive relief is appropriate there being no adequate remedy at law for violation of the Restrictive Covenant and that the City may seek a court order enjoining such practice.

C. Owner may petition City for relief from this Restrictive Covenant prior to its expiration if Owner is experiencing an extraordinary hardship based on a catastrophic event which can be alleviated by releasing the Property from the Restrictive Covenant. Owner may provide an explanation of the catastrophic event Owner believes constitutes the extraordinary hardship to City and City may decide to release the property from the Restrictive Covenant. Whether an extraordinary hardship exists which justifies releasing the property from the Restrictive Covenant is to be determined by the City in its sole discretion.

D. Should the Restrictive Covenant be enforced through litigation, the prevailing party in such litigation shall receive its fees and costs arising out of the litigation, including a reasonable

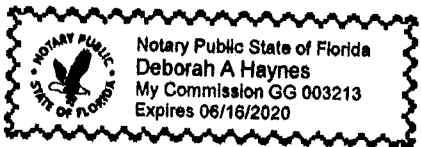
ATTEST:

LeAnne Addy
LeAnne Addy, City Clerk

Date: 11-9-17

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 9 day of November, 2017, 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