

**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 13th day of November 2017, (“Effective Date”) by and between, 116 Peppertree, 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 116 Peppertree Lane (Lot 8), Anna Maria, Florida, as more particularly described in the attached Exhibit “A” (the “Property”); and

WHEREAS, on January 12, 2017, 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 12 overnight guests (2 guests per bedroom, including the den, plus 2 additional persons) if 4 bedrooms, plus a den that qualifies as a bedroom as to emergency exits, with the size of each of the bedrooms and den being no less than 100 square feet is built on the Property, and the City shall grant such occupancy. The offered variance is the equivalent of the “before” occupancy level described in your notice and would continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be constructed and subsequently remodeled in such a manner as to decrease the number of bedrooms or eliminate the use of the den as a bedroom.

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: 116 Peppertree, LLC

Marilynne Bolek
Signature of Witness # 1

MARILYNNE BOLEK
Print or type name

Christina Fagan
Signature of Witness #2
CHRISTINA FAGAN

Print or type name

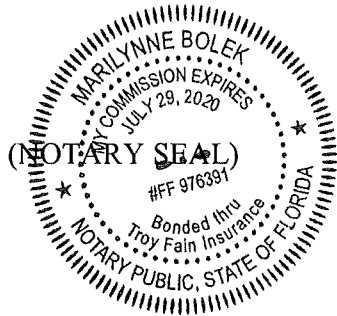
By: Shawn Kaleta
Signature

Shawn Kaleta
Print or type name

As: Manager
Print or type

STATE OF Florida
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 13th day of Nov., 2017, by Shawn T. Kaleta, as Manager of the 116 Peppertree, LLC, who is personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.



Marilynne Bolek
Signature of Notary

MARILYNNE BOLEK
Print or type name

CITY OF ANNA MARIA

By: [Signature]
Dan Murphy, Mayor

Date: 11-16-17

ATTEST:

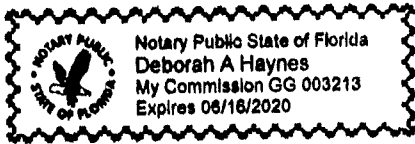
[Signature]

Diane Percycoe, City Clerk
LeAnne Addy

Date: 11-16-17

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 16 day of November ²⁰¹⁷ ~~2016~~,
by Dan Murphy, and Diane Percycoe, 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)

[Signature]

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

[Signature]

Gretchen R. H. "Becky" Vose

Exhibit "A"

Legal Description of Property

Lot 8, Block D, Gulf View Subdivision, according to the map or plat thereof as recorded in plat book 2, page 145, Public Records of Manatee County,