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

Recorded with
Manatee County Florida Clerk
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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 13 day of December, 2016, ("Effective Date") by and between Bruce Parkman ("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 803 Gladiolus Street, Anna Maria, Florida, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on May 23, 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 twelve (12) persons, 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:

Brenda L Kimble
Signature of Witness # 1

Brenda L Kimble
Print or type name

Signature of Witness #2

JONATHAN FORD
Print or type name

Bruce Parkman

STATE OF Colorado
COUNTY OF Teller

The foregoing instrument was acknowledged before me this 13th day of December, 2016, by Bruce Parkman, who is personally known to me or who has produced Colorado Drivers License as identification and who did not (did) take an oath.

Shambri Sewell
Signature of Notary

(NOTARY SEAL)

Shambri Sewell
Print or type name

SHAMBRI ANN SEWELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154048714
MY COMMISSION EXPIRES DECEMBER 21, 2019

CITY OF ANNA MARIA

By: Dan Murphy
Dan Murphy, Mayor

Date: 01.30.2017

ATTEST:

LeAnne Addy, City Clerk

Date: 2-9-17

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 9 day of February, 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 Public State of Florida
Deborah A Haynes
My Commission GG 003213
Expires 06/16/2020

(NOTARY SEAL)

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

Exhibit "A"

Legal Description of Property

Lots 6 and 7, Block 14, Shore Acres, First Addition, according to the plat therof recorded in Plat Book 7, Page 24, of the Public Records of Manatee County, Florida