

R2010 0810

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

PALM BEACH COUNTY,
a political subdivision of the State
of Florida,

Case Nos.: 502009CA018459XXXXMB AY
502009CA024429XXXXMB AG

Plaintiff/Petitioner,

v.

TOWN OF HIGHLAND BEACH,
a municipal corporation of the
State of Florida,

Defendant/Respondent.

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Agreement is made and entered into this 1st day of June,
²⁰¹¹~~2009~~, by and between PALM BEACH COUNTY, a charter county and political subdivision of
the State of Florida, and TOWN OF HIGHLAND BEACH, a municipal corporation of the State
of Florida.

RECITALS

WHEREAS, Palm Beach County submitted a special exception use application to the
Town of Highland Beach on December 19, 2001, to obtain a special exception for the location of
a proposed County park – Palm Beach County Cam D. Milani Park (the Subject Property) and

WHEREAS, the special exception use application was abated during litigation between
the County and the Subject Property's former owner; and

WHEREAS, at the conclusion of the litigation, the County requested that the Town
resume consideration of the special exception use application on February 27, 2007; and

WHEREAS, Palm Beach County submitted an updated special exception use application package to the Town; and

WHEREAS, the Town of Highland Beach's Town Commission considered the special exception use application at hearings on November 4, 2008, December 2, 2008, January 6, 2009, and April 27, 2009; and

WHEREAS, the Town of Highland Beach's Town Commission adopted Resolution R009-004, (the Development Order) which approved a special exception use application with 43 conditions of approval associated with the special exception use; and

WHEREAS, Palm Beach County filed a Writ of Petition for Certiorari in the Fifteenth Judicial Circuit in and for Palm Beach County, case styled, Palm Beach County v. Town of Highland Beach, Case No.: 50 2009 CA 018459 XXXX MB AY, appealing the Development Order (the appeal), which was denied; and

WHEREAS, Palm Beach County also filed an action for declaratory and injunctive relief, in the Fifteenth Judicial Circuit in and for Palm Beach County, case styled, Palm Beach County v. Town of Highland Beach, Case No.: 50 2009 CA 024429 XXXX MB AG, contesting the Development Order (the action); and

WHEREAS, both parties wish to resolve both the pending appeal and action in order to avoid the time and expense of litigation; and

WHEREAS, Palm Beach County intends to postpone its development of the Subject Property to prioritize other means of providing beach access to the citizens of Highland Beach and Palm Beach County.

NOW THEREFORE, in consideration of the foregoing Whereas Clauses which the parties agree are true and correct and are incorporated into this Agreement, the parties agree as follows:

MODIFICATION TO THE CONDITIONS OF APPROVAL

1. The Town Commission of the Town of Highland Beach agrees to the following amendments to the Conditions of Approval adopted as part of its Development Order.

- a. Condition #5 to be amended as follows, “As part of the Compliance Package, the County shall submit a drawing indicating the type of demarcation fencing or railing (which may include notices or signs attached thereto identifying adjacent property) which it proposes to install on the beach to create delineation between public and privately owned properties along the northern and southern property lines to the mean high water line for the East Parcel (Parcel “A”). The placement of the demarcation fencing or railing shall be subject to the County obtaining permits from the appropriate authorities; however, the County shall be excused from compliance with this condition if, after a good faith effort, the County is unable to obtain required permits from the appropriate authorities, including but not limited to the Florida Department of Environmental Protection and the Florida Fish and Wildlife Commission;”
- b. Condition #6 to be amended as follows, “The County shall retain one or more Registered Professional Archaeologists (hereinafter “the Archaeologists”), who are members or meet the standards of the Register of Professional Archaeologists (ROPA) who will work toward the

development of the Park Management Plan to address the planning, construction and maintenance measures to protect the archaeological resources on the Subject Property. These measures shall be incorporated into the Park Management Plan for the Subject Property as required in 4b, above. The Archaeologists shall be on the Archaeological Site (the East Parcel – Parcel “A”) of the Subject Property at all times during clearing and construction to monitor and inspect the activities of the County’s contractors, employees, and consultants. If the Town finds the County’s archaeological consultant unacceptable, the Town may choose to hire its own archaeological consultant to review the work performed under this condition and the County shall reimburse the Town for reasonable expenses incurred as part of the Town’s archaeologist’s review.”

- c. Condition #10 to be amended as follows, “Within one (1) year of the County’s notice of intent to resume development, the County shall apply for National Register of Historic Places (NRHP) designation of the Archaeological Site. Immediately upon receipt of the NRHP determination the County shall provide evidence of its receipt of the determination to the Town. If the Archaeological Site is nominated, Palm Beach County agrees to accept the nomination;”
- d. Condition #14 to be amended as follows, “The County shall make reasonable efforts to negotiate and enter into a Memorandum of Agreement (MOA) with the SHPO, the Miccosukee, the Seminole Tribe of Florida, the Seminole Nation of Oklahoma, and the Town of Highland

Beach regarding what steps will be taken to protect the Subject Property during its development. The Memorandum of Agreement shall generally be in the form of and include the content of the attached Exhibit "A." The County shall be considered to have made reasonable efforts to negotiate the MOA if it seeks participation by each of the parties by sending by regular and certified mail, a letter generally in the form and include the content of the attached Exhibit "B" which is incorporated herein, and the parties fail to respond within 90 days of the written invitation. Regardless of whether or not any of the third parties referenced hereinabove decline to enter into the MOA, the County agrees to make reasonable efforts to negotiate and enter into a MOA with those third parties that do agree to participate.

e. Condition #43 to be amended as follows, "The perimeter landscaping plan for the southern and western perimeters of the West Parcel (Parcel "B") called for in Condition #20 shall include a 6' high (above grade) concrete decorative wall rather than a 6' high (above grade) opaque vinyl fence for the western property line of the West Parcel (Parcel "B") as originally proposed in the Conceptual Landscape Plan dated October 16, 2008. The six foot high (above grade) concrete decorative wall for the western property line of Parcel B shall be constructed and completed within one year of the execution of this Settlement Agreement. Additionally, on the eastern boundary of Parcel "B" of the Subject

Property, the County shall install a means of physically restricting vehicular access to the West Parcel as shown on Exhibit C.

The perimeter landscaping plan for the southern and western perimeters of the West Parcel (Parcel "B") and the access restrictions on the eastern boundary of Parcel "B" shall be as depicted in the Landscaping Plan, which is attached hereto as Exhibit C. To the extent that the requirements of condition #43 and #20 conflict, the terms of this amended Condition #43 shall prevail."

- f. The Development Order will be amended to allow for completion of all conditions of approval within 2 years following the date of the County's notice of intent to resume development consistent with the intent of Article II Section 30-21(g)(2)(b), except that Conditions 20, 22, and 43 shall be completed within one year of the execution of this Settlement Agreement.

2. The parties acknowledge the existence of a property line dispute between Palm Beach County and Boca Highlands Condominium Association regarding the perimeter of the Subject Property. The Town of Highland Beach agrees to extend the deadlines for performance of the requirements of Conditions 20, 22, and 43 if litigation is initiated regarding the property line dispute between Palm Beach County and Boca Highlands Condominium Association that prevents the County from meeting the timing requirements of Conditions 20, 22, and 43. The time extension may be granted administratively by the Building Official upon written request by the County. If the Site Plan changes required to accommodate resolution of the property line dispute do not constitute a substantial deviation from the Original Site Plan, then the Site Plan changes can be approved

administratively by the Building Official. If the Site Plan changes are substantial deviations, then the Site Plan changes must be approved by the Town Commission, but permission for such deviation shall not be unreasonably withheld.

PROJECT POSTPONEMENT

3. If the Town of Highland Beach adopts the amendments to the Development Order set forth herein, the County agrees not to proceed with development of Cam D. Milani Park, other than compliance with Conditions 20, 22, 24, and 43, for a period of 10 years from the date of adoption for the amended Development Order. Upon the 5 year anniversary of the effective date of the amended Development Order, the County shall provide a status report to the Town of the County's intentions with respect to continued development of the Subject Property. The status report is for information purposes only, but shall, at a minimum include what actions the County has taken to increase beach access at other beach parks in the district, and the beach access level-of-service standard contained in the County's Comprehensive Plan.

4. The County has the right to extend the post-ponement, at its sole option, for 2 periods of 5 years each for a maximum postponement of up to 20 years. After 9 years, but no later than 6 months prior to the ten year anniversary of the effective date of the amended Development Order, the County shall provide written notice of its intent to resume development of the Subject Property, or to exercise its option for an additional 5 year time extension of the abatement period. If the County exercises its option for an additional 5 year time extension of the abatement period, the County shall notify the Town in writing no later than 6 months prior to the expiration of the 5 year extension of its intent to either exercise its option for a second 5 year time extension of the abatement period, or its intent to resume development. Only two year time extensions of the abatement period shall be allowed.

5. If the County fails to provide written notice of its intent to either use the time extensions provided for herein or to resume development at the end of the abatement period(s), then the Development Order shall be deemed null and void.

6. The County's rights under the amended Development Order shall remain in full force and effect, even though the County hereby agrees to postpone development of the Subject Property for up to 20 years, except as may be otherwise provided for herein. If the County chooses to resume development no earlier than 10 years but no later than 20 years, development will proceed according to the conditions set forth in the Amended Development Order, regardless of any Town Code changes that may have occurred during the time since the Amendment Development Order was adopted. If the County proposes to develop the Subject Property such that it substantially deviates from the Amended Development Order, the County's request will be subject to the provisions of the Town Code in effect at the time of the adoption of the Amended Development Order, (identified by X).

7. During the abatement period, the County may place no more than two signs (1 on west parcel and 1 on east parcel) on the property indicating that "Future Home of Cam D. Milani Park," in the form indicated in the Sign Detail attached hereto as Attachment 1.

8. The County shall be responsible for maintaining the Subject Property, including specifically the wall and any landscaping placed on the West Parcel (Parcel "B") during the abatement period. Within one year of the effective date of the Amended Development Order, the County shall clear and grub the West Parcel, remove the existing paving and grade the perimeter landscape buffers and the balance of the site as provided for in the Demolition/Grading Plan, which is attached hereto as Exhibit "D". The West Parcel shall be seeded with grass. No permanent irrigation system shall be installed other than what may be needed for southern and

western perimeter landscape buffers. The West Parcel shall be regularly trimmed and maintained pursuant to the requirements of the Town's Code.

SETTLEMENT OF LITIGATION

9. Provided the Town Commission of the Town of Highland Beach amends the Development Order as set forth herein, the County will dismiss with prejudice the action for declaratory and injunctive relief referenced above within 30 days of such amendment.

ATTORNEYS' FEES AND COSTS

10. Each party will be responsible for its own attorneys' fees and costs incurred prior to the execution of this Settlement Agreement, and throughout the performance of this Settlement Agreement.

11. It is the intent of the parties that the Circuit Court reserve jurisdiction to enforce this Settlement Agreement against each of the parties.

12. Each party to this Settlement Agreement hereby releases each other party, its elected officials, appointed officers, employees, consultants, and agents from any claim related to the subject matter of this Settlement Agreement arising out of facts occurring prior to the date hereof. Provided, however, that this paragraph will not operate to release the parties from performance under this Settlement Agreement or for any claims arising out of facts occurring after the date hereof.

MISCELLANEOUS

13. The headings or captions of articles, sections or subsections used in this Settlement Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Settlement Agreement. The parties hereto agree and warrant that they have had

the benefit of consultation with legal counsel prior to entering into this Settlement Agreement, such that all language herein shall be construed equally against the parties, and such that all parties waive any right, claim, argument or defense that any language of this Settlement Agreement should be construed strictly against its drafter.

14. The parties agree that upon execution of this Settlement Agreement, the County will have “commenced development,” as that term is used by the Town Code, the phasing periods referenced herein notwithstanding. Accordingly, the Town waives the right to rescind or invalidate the Development Order on grounds that the County has not “commenced development” as long as the County performs the initial site development conditions of 20, 22, 24 and 43 and any other requirements as set forth herein.

15. This Settlement Agreement shall only be amended or modified through written amendment approved by the Board of County Commissioners of the County and the Town of Highland Beach.

16. This Settlement Agreement and its attachments represent the entire agreement of the parties with respect to the Subject Property. No agreement, statement, or promise made by any party, or to any employee, elected or appointed official or officer, consultant, or agent of any other party, which is not contained in this Settlement Agreement shall be binding or valid as to matters covered by this Settlement Agreement.

17. The full and complete performance of each of the conditions, terms and provisions set forth in the above articles and sections is essential to the agreement of each of the parties to enter into this Settlement Agreement, such that each party hereby waives any defense of substantial performance to any claim that it has failed to fully and completely perform any of the conditions or obligations imposed upon it pursuant to this Settlement Agreement.

18. Each of the parties hereto represents and warrants to the other its respective authority and power to enter into this Settlement Agreement, acknowledges the validity and enforceability of this Settlement Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Each party also hereby represents, warrants and covenants to the other that the undersigned officers have been duly authorized to execute this Settlement Agreement such that this Settlement Agreement has been validly entered into by the respective party, and that this Settlement Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof.

19. This Settlement Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

20. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or five (5) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:

Palm Beach County Administrator
Board of County Commissioners
Robert Weisman
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401-1989
Facsimile: 561-355-3982

With copies to:

Assistant Palm Beach County Attorney
Amy Taylor Petrick, Esquire
County Attorney's Office
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401
Facsimile: 561-355-4234

If to the Town of Highland Beach: [insert contact info here]

With copies to: [insert contact info here]

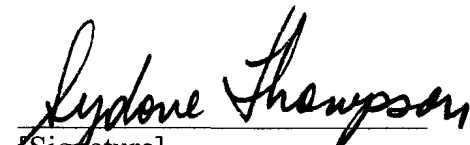
In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being given notice.

21. Nothing in this Settlement Agreement entitles Palm Beach County to any particular planning or zoning decision, and nothing in this Settlement Agreement shall be construed to delegate any of the Town of Highland Beach's governmental authority to Palm Beach County, or visa-versa.

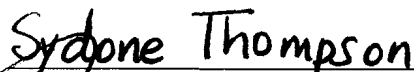
WITNESSES:


R2010 0810
PALM BEACH COUNTY, FLORIDA

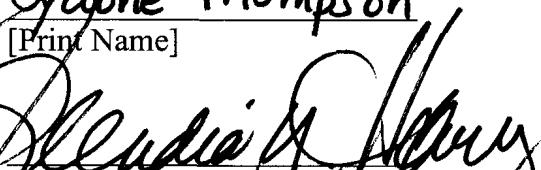
By: Board of County Commissioners


[Signature]

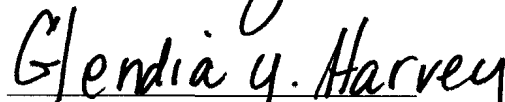

By: Chairman of the Board of County Commissioners

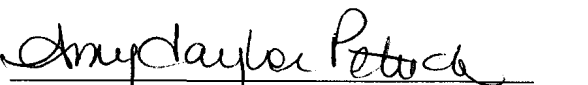

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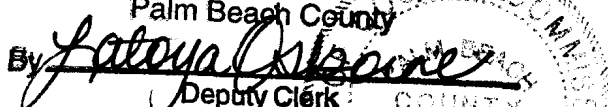
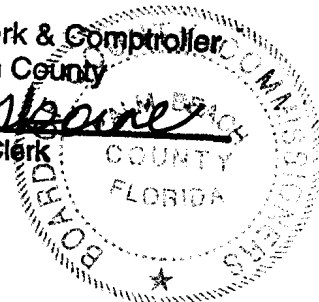

[Print Name]


[Signature]

[Date]


[Print Name]


Approved as to Legal Form and Sufficiency
Palm Beach County Attorney's Office

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By: 
Deputy Clerk


WITNESSES:

TOWN OF HIGHLAND BEACH

By: Town Commission

Dale S. Szymanski
[Signature]

Dale S. Szymanski
[Print Name]

Beverly M. Brown
[Signature]

Beverly M. Brown
[Print Name]

J. W. Newill
By: Mayor

J. W. Newill
[Print Name]

6/1/10
[Date]

By: [Signature]
Approved as to Legal Form and Sufficiency
Town Attorney

EXHIBIT "A"

April 2009

Final document may be prepared by Palm Beach County Attorney in consultation with the Florida SHPO, the Town of Highland Beach, tribal representatives, other interested parties, and federal agencies

MEMORANDUM OF AGREEMENT

AMONG

THE TOWN OF HIGHLAND BEACH

AND

PALM BEACH COUNTY

AND

THE FLORIDA STATE HISTORIC PRESERVATION OFFICER

CONCERNING THE MITIGATION OF ADVERSE EFFECTS ARISING FROM THE
USE OF PROPERTY ARISING FROM CONSTRUCTION ACTIVITIES

MILANI PARK

PALM BEACH COUNTY, FLORIDA

WHEREAS Palm Beach County, a County of the State of Florida, owns, uses, and controls the land comprising of ___ acres within the Town of Highland Beach, for the planned purposes of constructing a park and related activities; AND,

WHEREAS Palm Beach County, plans an Undertaking, the use of land for public access containing a portion of archaeological site 8PB9636: *The Spanish River Midden and Mound Group*, and it has been determined that the project will have adverse effects on cultural resources eligible for listing on the National Register of Historic Places (NRHP); AND

WHEREAS Palm Beach County has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 CFR, Part 800, or other regulations implementing Section 106 of the NHPA; AND,

THEREFORE, Palm Beach County, other signatories, and the Florida SHPO agree that the preparation of the property containing the above mentioned archaeological site prior to construction will be implemented in accordance with the following stipulations:

I. STIPULATIONS

A. Palm Beach County has provided to the Signatories the supporting documents as listed in Attachment 1 [*Required documents to be specified*]. The Signatories hereby acknowledge that they, and each of them, have relied upon the factual representations set forth in each of the supporting documents.

B. The undertaking shall proceed in accordance with the final design and specifications, listed in Attachment 2 [*Comprehensive Research Design to be completed*], previously reviewed, commented upon, and approved by the Signatories.

C. Palm Beach County stipulates the following:

1. Palm Beach County shall retain one or more Registered Professional Archaeologists, agreeable to the County and the Town, who will work with Palm Beach County toward the development of a Park Management Plan to address the planning, construction and maintenance measures to protect the archaeological resources on site.
2. As regards the possibility of inadvertent finds of cultural materials: The archaeologist or archaeologists, shall be on site at all times during clearing and construction for the park and its improvements to monitor and inspect the activities of the County's contractors, employees and consultants, prior to park opening.
3. Prior to the issuance of any clearing, excavation or other permits necessary to fill the site, an archaeologist shall be consulted in regard to planning and monitoring all removal of vegetation, structures and features. Native vegetation shall be left in place so as to avoid any disturbance to the midden.
4. The County shall use materials devoid of cultural resources or contaminants (hereinafter "the Fill") and shall be placed over any area to be developed, including but not limited to areas where boardwalks, pedestrian walkways, kiosks, restrooms and/or lifeguard buildings are located. The fill shall be in sufficient quantities to bury and preserve aboriginal resources. The placement of the clean fill shall be done at the direction of the archaeologist or archaeologists retained by the County.
5. The site shall be interpreted. The archaeologists shall consult with the State Historic Preservation Officer (SHPO) and offer the opportunity to comment to the Miccosukee and Seminole Tribes and develop text, concepts and recommendations for interpretative signage that shall be located on the eastern parcel. The signage shall, at a minimum, focus on (1) the Jeaga, Ais, Tequesta, Miccosukee, Creeks and Seminole Tribes; (2) Spanish, British and other European presence in Palm Beach County and the Japanese Yamato Colony.
6. Within one (1) year of the adoption of the Special Exception Resolution, the County shall apply for National Register of Historic Places (NRHP) designation of the Site. Immediately upon receipt of the NRHP determination, the County shall provide evidence of its receipt of the determination to the Town. If the site is nominated, Palm Beach County will agree to accept the nomination.
7. No clearing (except for hand removal of exotic vegetation) or ground disturbance shall occur on the East Parcel (Parcel "A").
8. Prior to the issuance of any building permit, those structural features which remain on the East Parcel (Parcel "A") from the former Weir homestead, and that are determined by the Town Building Official to be structurally unstable or unsafe, shall be removed from the East Parcel (Parcel "A") unless, in the opinion of the Town Building Official and the Archaeologists, their removal would destabilize the archaeological site, expose artifacts, promote erosion, disturb human remains, or otherwise be adverse to the preservation of the archaeological site. Unstable or unsafe structural features shall be tested if required to determine their integrity, and their removal monitored by the Archaeologists. In the event that a structural feature is determined by the Town Building Official to be structurally unstable or unsafe, and removal would destabilize the archaeological site, the County shall not remove the structural feature, but shall secure the structural feature to the satisfaction of the Building Official.
9. Prior to the issuance of any building permit the Archaeologists identified in stipulation #1 shall undertake a Cultural Resource Assessment Survey (CRAS) (also known as a Phase I Survey) to recover information present at the Archaeological Site

- so as to expand the understanding of the Site's significance to Florida's past, its first inhabitants, and explorers, as well as its early European and Japanese settlers, as well as reduce the need for more extensive monitoring and to reduce future costs. The County shall submit the assessment to the Town as part of the Compliance Package.
10. As part of the Compliance Package, the County shall submit its engineering and construction plans and drawings showing that the restroom and lifeguard building will be located entirely within the "footprint" of the remnants of the swimming pool and any existing concrete deck poured over existing footers. In the event the restroom/lifeguard building cannot be located entirely within the footprint of the swimming pool and deck, Palm Beach County may alter the footprint of the building upon proof to the Town in consultation with the SHPO that any encroachment of the proposed building will not displace or disturb archaeological resources or human remains. If in the opinion of the Town in consultation with the SHPO this cannot be accomplished, the County shall relocate this structure to the West Parcel (Parcel "B").
 11. As a result of the Cultural Resource Assessment Survey (CRAS) identified in stipulation #9 above, and as part of the Compliance Package and prior to the issuance of any building permits, the County shall identify the routes of any all utility lines, sidewalks, walkways, boardwalks and/or facilities that may impact any archaeological deposits or human remains. Once the routes have been determined and permits applied for and obtained, the routes shall be excavated by hand.
 12. All exotic vegetation to be removed from the East Parcel (Parcel "A") shall be hand cleared. Replanting will occur only in those areas where existing native vegetation will not re-establish within a reasonable time. The Archaeologists shall be on the Site during both the clearing and replanting of the vegetation to continuously monitor and inspect the areas being cleared and replanted. If during either the clearing or replanting any significant archaeological materials or features are encountered, the Archaeologists shall immediately notify the Town and the SHPO and cease further work until any and all materials or features have been documented to the satisfaction of the Town and the SHPO. If any human remains are uncovered while either clearing or replanting, then the provisions of Section 872.05, Florida Statutes shall be followed and implemented without delay.
 13. The archaeological site 8PB9636: *The Spanish River Midden and Mound Group* is scheduled for impact due to planned construction activities. If determined necessary by the SHPO to mitigate the adverse impact of construction, heavy traffic and service vehicles, the Florida SHPO, Palm Beach County, and the Town of Highland Beach may agree, according to Part 800.6(b)(1)(iv) that a data recovery investigation be planned that will consist of an agreed amount of excavation by the parties, as recommended and approved by the SHPO. The SHPO shall approve all research designs and planned methodology.
 14. Any future use of this site requiring ground disturbance shall be considered to be a separate Undertaking, and subject to separate consultations with the Signatories.
 15. An unanticipated finds plan has been developed for this Site. This document conforms to Chapter 872.05 (Offenses Concerning Dead Bodies and Graves/Unmarked Burials) of the *Florida Statutes* with regard to analysis and disposition of the skeletal material.
 16. Constant site security will be maintained during all testing and construction activities.
 17. Palm Beach County will inform Indian tribes that may attach religious or cultural importance to properties in the project area.
 18. The ACHP will be given the opportunity to be a participant in the resolution of adverse effects but may decline under Part 800.6(a)(1)(iii).

II. Monitoring and Construction Documentation

- A. Palm Beach County will ensure that appropriate construction documentation, including drawings or plans, are maintained and retained, and that the Signatories will have full access to review these documents as desired.
- B. Palm Beach County will ensure that archaeological field notes, drawings, and photographs are prepared by a professional archaeologist and will be maintained and retained, and the Signatories will have full access to review these documents as desired.
- C. Any Signatory may arrange with Palm Beach County review(s) of construction/monitoring documentation in a manner amenable to both parties.

III. Personnel and Documentation Standards

- A. Palm Beach County will ensure that all cultural resource investigations implemented under this MOA shall be conducted by or under the direct supervision of a person or persons meeting the Secretary of the Interior's draft Qualification Standards for archaeology or history (*Federal Register* 20 June 1997, v.62, n.119).
- B. Palm Beach County will ensure that all cultural resource investigations implemented under this MOA shall meet the Secretary of the Interior's Standards and Guidelines for Archaeology or Historic Preservation (*Federal Register* 29 September 1983, v.48, n.190), and take into consideration the ACHP's "Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites" (1999), as well as the Standards and Guidelines of the Florida Division of Historical Preservation (2004).

IV. Confidentiality

- A. The parties to this MOA shall ensure that all actions and documentation prescribed by this MOA are consistent with *Chapter 267.135* exemption from Florida Sunshine Law under state regulations, and Section 304 of the NHPA, relating to the disclosure of archaeological site information.

V. Dispute Resolution

- A. Should any Signatory object to any actions in relation to the Undertaking, then Palm Beach County will inform the other Signatory parties of the objection and provide them with the opportunity to comment. The Signatories agree to respond within three days from receipt of notification. Palm Beach County will seek to resolve the dispute with Signatory parties. Should Palm Beach County be unable to resolve the conflict/dispute through consultation, the Advisory Council on Historic Preservation (ACHP) will be invited to provide its comments as they might pertain only to the subject of the dispute/conflict. Palm Beach County shall take any ACHP comments into account and shall provide documentation of its decision to the ACHP and the Signatory parties. The responsibility of the Signatory parties to carry out all actions under this Memorandum of Agreement (MOA) that are not the subject of the dispute shall remain unchanged.
- B. All official notifications required in paragraph A shall be in writing. All communication shall occur in a manner agreeable to each of the parties.

VI. Amendments

- A. If any of the Signatories believe that an amendment to the terms of this MOA is required, that Signatory immediately shall notify the other Signatories and request consultation. The process of amending the MOA shall be the same as that exercised in creating this original MOA.
- B. In the event of any change(s) to the Undertaking that require new or increased ground-disturbing activity, Palm Beach County will inform the Signatories of the proposed change(s) and provide them with the opportunity to comment. The Signatories agree to respond within five days after receipt. Palm Beach County will consider all the comments and decide whether to proceed with the proposed change(s). Disputes regarding the proposed change(s) will be handled in accordance with Section V, "Dispute Resolution," above.

VII. Anti-Deficiency

- A. If Palm Beach County cannot perform any obligation set forth in this MOA, the Signatories intend the remainder of the MOA to be executed. Any obligation under the MOA that cannot be performed within five years due to financial insolvency must be renegotiated among the Signatories.

VIII. Termination, Extension or Withdrawal

- A. This MOA shall be in effect for the duration of the Undertaking. Upon completion of the Undertaking, this MOA shall terminate. At the request of the Signatories, this MOA may be reviewed for possible extension at any time.
- B. Any Signatory may withdraw from this Agreement. The Signatories are encouraged to offer 30 days' written notification to the other Signatories.

IX. Execution

Execution of this MOA is evidence that Palm Beach County has afforded the SHPO and the ACHP an opportunity to comment on the Undertaking, and has satisfied the requirements of Section 106 of the *National Historic Preservation Act of 1966*, as amended.

[the rest of this page has been left blank]

FOR PALM BEACH COUNTY:

Chair, County Commission

Date: _____

FOR THE TOWN OF HIGHLAND BEACH:

Mayor, Town Commission

Date: _____

FLORIDA STATE HISTORIC PRESERVATION OFFICER:

Fredrick Gaske, Florida State Historic Preservation Officer

Date: _____

ACCEPTED FOR TRIBAL REPRESENTATIVES: [may be one or more, or none]

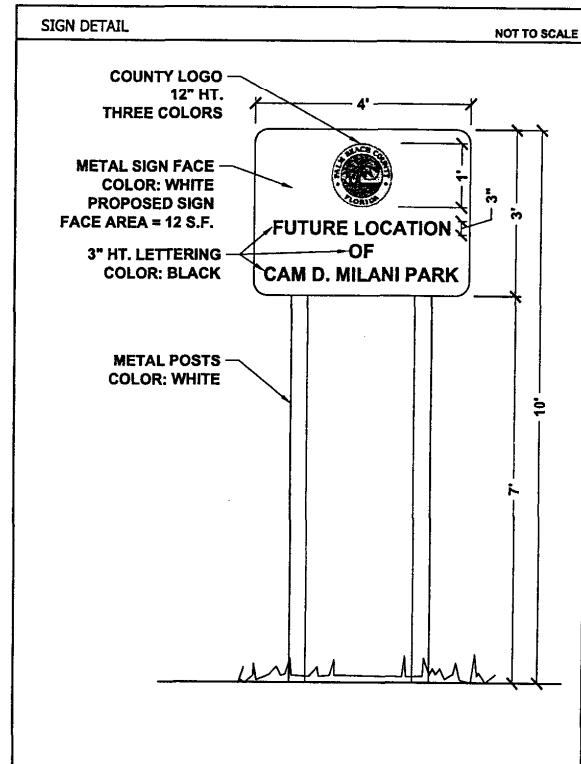
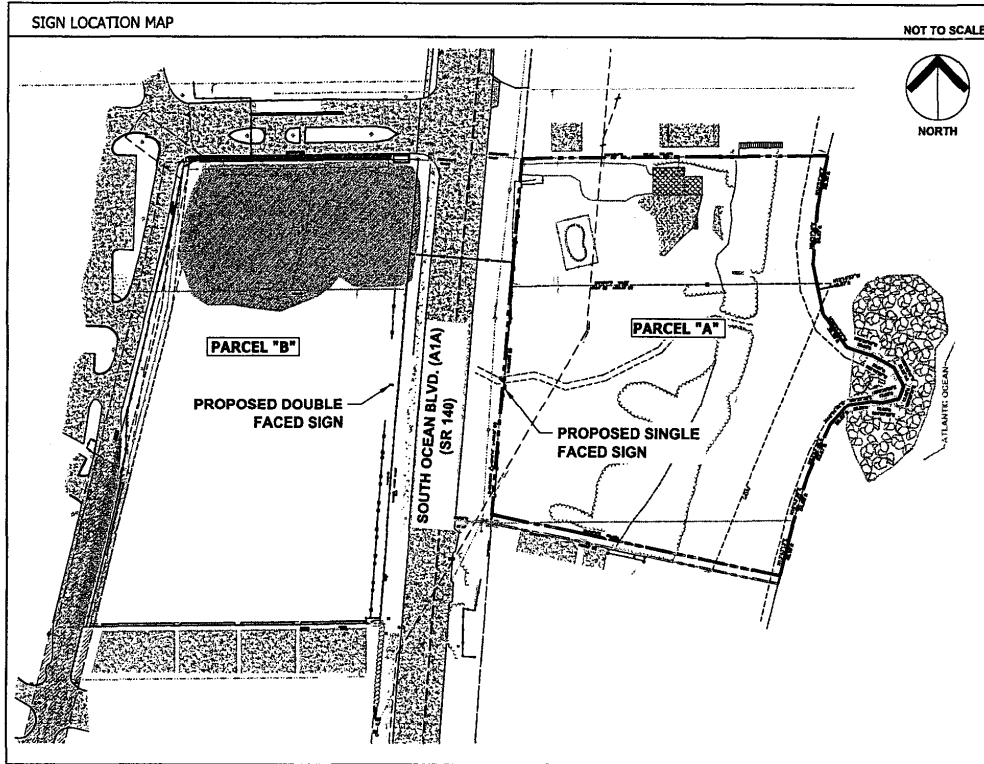
Tribal THPO

Date: _____

ACCEPTED FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION:

Executive Director, Advisory Council on Historic Preservation

Date: _____



Cam D. Milani Park
Palm Beach County
Highland Beach, Florida
Sign Detail

SD-1
of 1

urban design kilday STUDIOS
Urban Planning & Design
Landscape Architecture
Communication Graphics

The Little at City Place
477 S. Rosemary Ave., Suite 220
West Palm Beach, FL 33401
P 561-386-1100
F 561-386-1111
www.urbandesignstudios.com

All drawings, designs, arrangements, and plans are the property of the designer, and shall remain the property of the designer, and shall not be used for any other project, in whole or in part, without the written consent of the designer. These drawings, designs, arrangements, and plans are not to be used for any other project, in whole or in part, without the written consent of the designer.

Project No.	Revision 11, 2009
Designed By	UDS
Drawn By	MLC
Checked By	UDS
Submitted Date / Comments	

Exhibit B

Sample Letter to Third Parties for Memorandum of Agreement Participation

Date _____

To: State of Florida Historic Preservation Officer (SHPO)
Miccosukee Tribe of Indians
Seminole Tribe of Florida
Seminole Nation of Oklahoma
Town of Highland Beach

RE: Cam D. Milani Park – Memorandum of Agreement

Dear _____,

Palm Beach County (the County) intends to develop a public park primarily for beach access on a 5.5 acre parcel of property located on both the east and west sides of SR A1A, north of Spanish River Blvd. and south of Yamato Road, within the municipal limits of the Town of Highland Beach. A map showing the location of the Subject Property is attached. That 2.8 acre portion of the Subject Property on the east side of SR A1A is a known significant archeological site. A parcel map with an archaeological overlay depicting known locations of where human remains have been found, areas of undisturbed midden, and areas previously disturbed by construction is available and has been reviewed by the County. The County has also solicited input from Ryan Wheeler, State Archeologist and Chief, and the Tribes, meeting with a representative from the Miccosukee Tribe of Indians on site. The County has taken the input received over the past years and designed and located the proposed improvements, consisting of a lifeguard/restroom facility and pathways including educational/interpretive signage and a dune cross-over, to minimize impacting the archeological resources on the site.

Conditions imposed by the Town as part of the special exception approval require that a Professional Archeologist prepare a Cultural Resource Assessment Survey and a Park Management Plan. These conditions also require that the Professional Archeologist be on site during all site clearing and construction activities to monitor and inspect the activities, and to provide oversight for the protection of the archeological resources.

Although the County has previously requested input from your organization over the past several years as the site plan has been developed and approvals sought, including comments received from the SHPO, Miccosukee Tribe of Indians and Town of Highland Beach during a site visit on December 19, 2008 the County is requesting participation from your organization through a Memorandum of Agreement (MOA) that will further identify what steps will be taken to protect the Subject Property during its development.

The County requests a response to this invitation for participation within ninety (90) days of your receipt of this letter. If no response is received within this ninety (90) day period it is understood that your organization has declined participation in the MOA.

Please contact me, the County's Project Manager, Dave Dolan at (561)233-0280 or the County's Consultant of Record, Collene Walter at Urban Design Kilday Studios at (561) 366-1100 should you have any questions regarding this request.

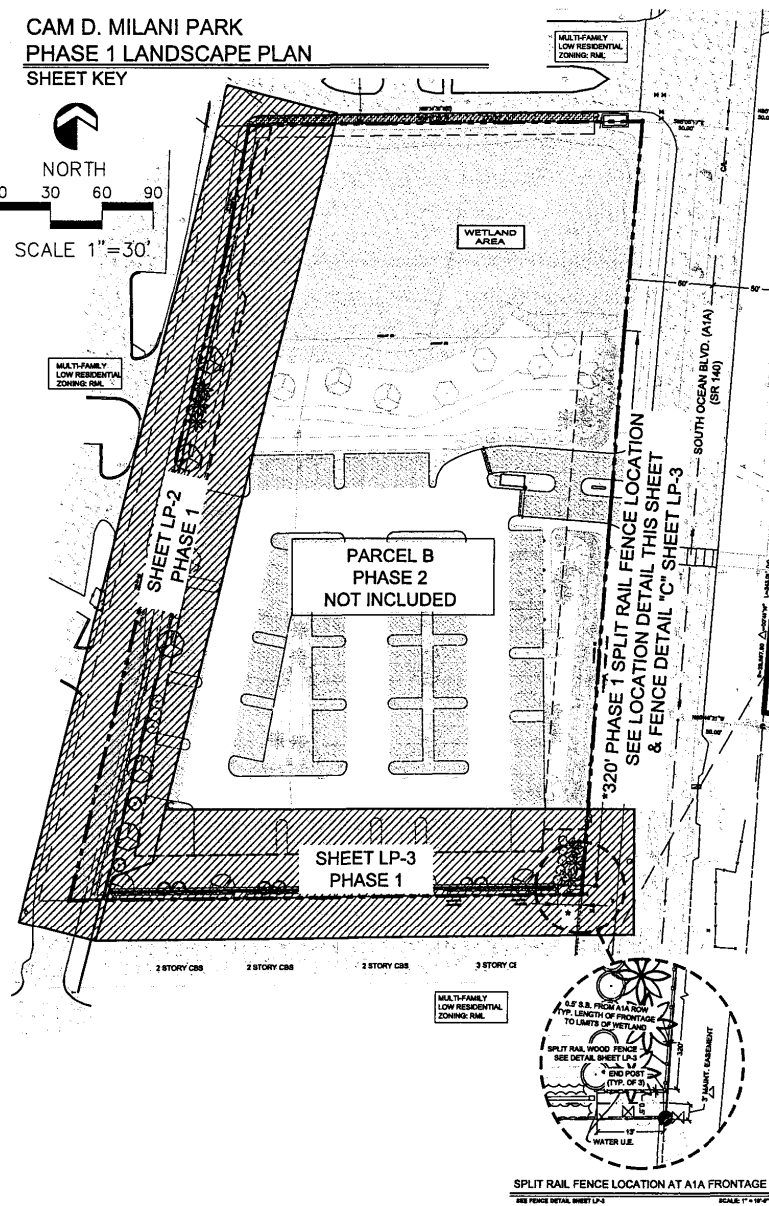
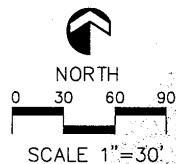
Sincerely,

Audrey Wolf, Director
Facilities Development & Operations

Attachments: Location Map
Draft Memorandum of Agreement

Cc: Dennis Eshleman, Director, PBC Parks & Recreations
John Chesher, Director, CID
Dave Dolan, Project Manager, CID
Melanie Borkowski, FD&O
Amy Petrick, Assistant County Attorney
Lenny Berger, Assistant County Attorney
Collene Walter, Urban Design Kilday Studios
File

SHEET KEY



QTY	KEY	BOTANICAL NAME	COMMON NAME	DESCRIPTION
PHASE 1				
Tree & Palm				
5	FB	<i>Persea borbonia</i> + *	Florida Red Bay	min. 14" N.E. & 1" NW, multi-trunk
5	CB	<i>Hydnora caribaea</i> + *	Wax Myrtle	min. 1.6" N.E. & 2" NW, multi-trunk
8	OV	<i>Quercus virginiana</i> + *	Live Oak	min. 14" N.E. & 1" NW, 4.5" S.C. single straight trunk, full even canopy, no low branch
6	SP	<i>Salic palmetto</i> + *	Shuh Palm	max. 12'-4" H. all staggered trns., banded, hurricane ok
6	CN	<i>Coccotheca thalictori</i> + *	Coconut Palm	min. 12" O.A. all single trunk, no scarred trunk
Shrubs & Ground Cover				
150	CS	<i>Conocarpus erectus</i>	Caribbean Sea	
5	COU	<i>Croton</i>	Silver Broomwood	7' esp. 30" H. x 2 1/2" esp. full even plants, 24" o.c.
5	CEU	<i>Coccoloba urens</i> + *	Sea Grass	15' esp. 48" H. x 48" esp. full even plants, 48" o.c.
* Indicates native species + Indicates domestic tolerant species				
Buffer Sod				
15,452	SOD	<i>Sporobolus secundum</i>	St. Augustine Turfgrass	Sod Only, laid light, staggered panels
Buffer Wall				
743	L	Manufacturer: Precast Wall Systems		
743	WALL	Style: Precast Panel Sargent Wall		
743	WALL	Paint: Fast Wall System - Color: Off White (both sides of wall)		
17	L	PAINT		
East Property Line Section 1 Fence				
333	WOOD	Manufacturer: T&B		
3	L	Style: POST AND RAIL WOOD FENCE PER PBC PARKS STANDARD DETAIL		
1	R/L	Height: 44" 75"		
3	PAINT	FENCE		

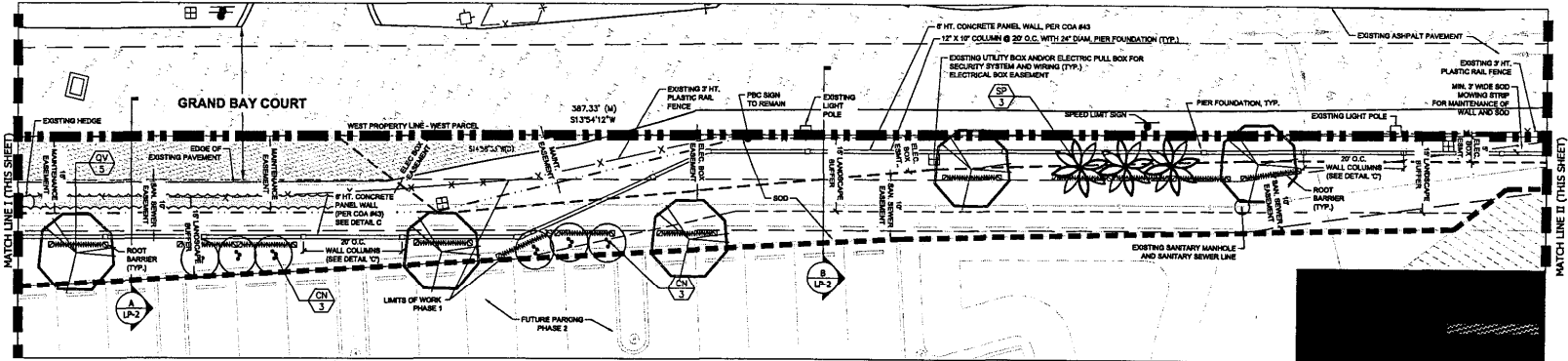
3. PALM BEACH COUNTY HAS ENTERED INTO AGREEMENTS WITH MCGRAW HILL DESIGN, INC. ON THE SOUTH SIDE OF THE SOUTH BUFFER AND THE WEST BUFFER TO CONDUCT A VEGETATION SURVEY OF THE SOUTH BUFFER AND WEST BUFFER TO REMAIN AND MAKE MAKE IMPROVEMENTS ON PALM BEACH COUNTY PROPERTY, SUBJECT TO SEPARATE APPROVAL BY THE TOWN, IF NECESSARY.
4. IF AT ANY TIME THE EASEMENT IS TERMINATED, THE EXISTING HEDGE AT THAT TIME WILL BE REMOVED BY PALM BEACH COUNTY AND SOO WILL BE RESPONSIBLE FOR THE COST OF THE REMOVAL.
5. PALM BEACH COUNTY AND THE CONTRACTOR WILL, MAKE ALL REASONABLE EFFORTS TO PROTECT THE EXISTING VEGETATION DURING THE CONSTRUCTION OF THE IMPROVEMENTS. ANY EXISTING VEGETATION MUST BE REMOVED TO ACCOMMODATE THE WALL AND ITS FOUNDATION. SOO WILL BE RESPONSIBLE FOR THE COST OF THE REMOVAL OF THE SOUTH BUFFER AND THE WEST SIDE OF THE WEST BUFFER.
6. LOT TYPE TO CURB SHALL BE PROVIDED ALONG THE PERIMETER OF ALL DRIVEWAYS, OPEN SPACES, DRIVEWAYS AND GRASSED AREAS ADJACENT TO PARKING VEHICULAR USE AREAS, EXCEPT WHERE WHEEL STOPS ARE PROVIDED.
7. RAFTS BENTON TRIANGLES SHALL BE MAINTAINED CLEAR OF VEGETATION TO PRODUCE UNOBSTRUCTED VISIBILITY BETWEEN 30' AND 4' ABOVE CURB.
8. LIGHT POLES, FIRE HYDRANTS, ELECTRICAL/MECHANICAL EQUIPMENT, BOWNS, DRAINAGE STRUCTURES, ETC. SHALL NOT INTERFERE WITH THE TOWN OF PALM BEACH'S PARKING ISLANDS, REDUCED, REDUCED, OR OTHER LANDED AREAS.
9. A PERMANENT, AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED AND CAPABLE TO HAVE 100% COVERAGE.
10. ALL LANDSCAPE SHALL BE INSTALLED AND MAINTAINED AS REQUIRED BY CHAPTER 30 OF THE TOWN OF PALM BEACH CODE OF ORDINANCES AND SPECIFIED ON THE APPROVED LANDSCAPE PLAN, WHICH WILL BE PROVIDED TO THE TOWN OF PALM BEACH.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • DEADEY RIVER
ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
**UNDERGROUND UTILITIES
NOTIFICATION CENTER**

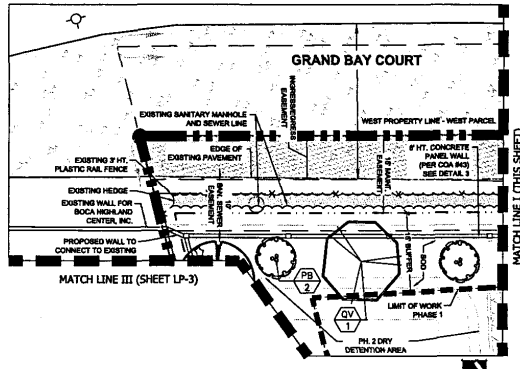
**Cam D. Milani Park
Palm Beach County
HIGHLAND BEACH, FLORIDA
Parcel B Landscape Plan - Phase 1**

Cover Sheet

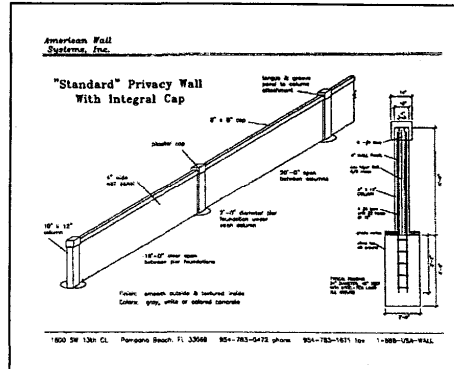
LP-1
of 4



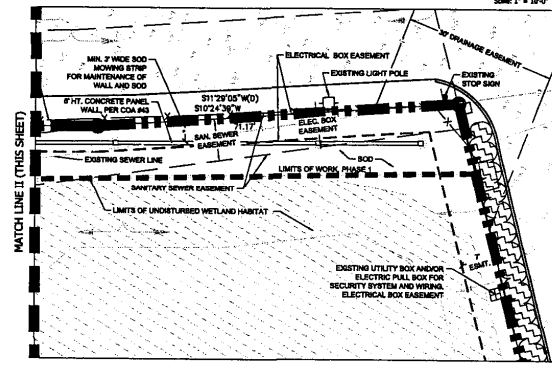
WEST BUFFER - PLAN VIEW DETAIL



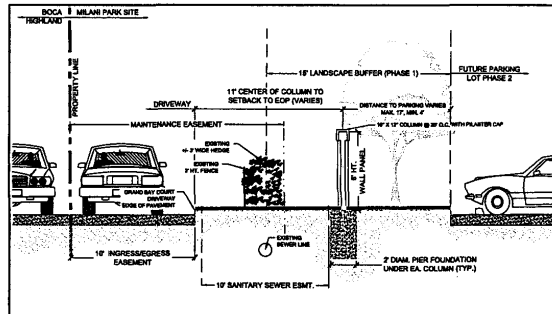
WEST BUFFER - PLAN VIEW DETAIL



C CONCEPTUAL WALL DETAIL
FINAL WALL SPECIFICATION AND CONSTRUCTION DETAIL TO BE SUBMITTED BY CONTRACTOR. N.T.A.



WEST BUFFER - PLAN VIEW DETAIL

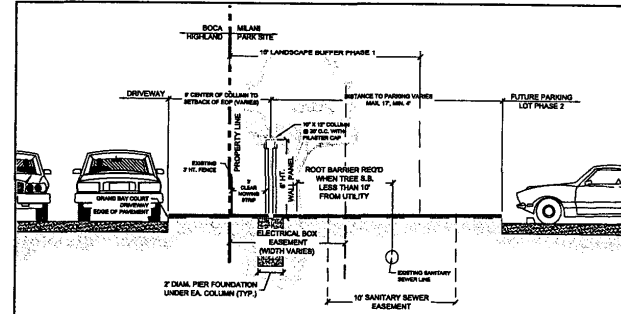


A WEST BUFFER CROSS-SECTION (SOUTH PORTION)

SCALE: 1\"/>

WEST BUFFER NOTES:

1. PALM BEACH COUNTY HAS ENTERED INTO EASEMENTS WITH BOCA HIGHLAND CENTER, INC. ON THE WEST SIDE OF THE WEST BUFFER WALL TO ALLOW FOR THE EXISTING HEDGE TO REMAIN AND/OR TO MAKE IMPROVEMENTS ON PALM BEACH COUNTY PROPERTY, SUBJECT TO SEPARATE APPROVAL BY THE TOWN, IF NECESSARY. IF AT ANY TIME THE EASEMENT IS TERMINATED, THE EXISTING HEDGE AT THAT TIME WILL BE REMOVED BY PALM BEACH COUNTY AND BOO WILL BE PLANTED WEST OF THE WEST BUFFER WALL.
2. PALM BEACH COUNTY AND THE CONTRACTOR WILL MAKE ALL REASONABLE EFFORTS TO PROTECT THE EXISTING VEGETATION DURING THE CONSTRUCTION OF THE WALL. HOWEVER, IF THE EXISTING VEGETATION MUST BE REMOVED TO ACCOMMODATE THE WALL AND ITS FOOTING, ONLY BOO WILL BE RE-PLANTED BY THE COUNTY ON THE WEST SIDE OF THE WEST BUFFER WALL.



B WEST BUFFER CROSS-SECTION (NORTH PORTION)

SCALE: 1\"/>

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design
kilday
STUDIOS

Urban Planning & Design
Landscape Architecture
Communication Graphics

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477 S. Rosemary Ave., Suite 225
West Palm Beach, FL 33401
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the written permission of the designer.

Date: 10.10.09
Project No.: 00-100.000 (01/200.00)
Designer: RLC
Checker: RLC
Drawn By: RLC
Checked By: CMM

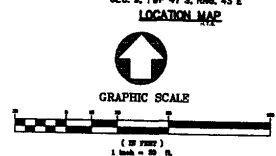
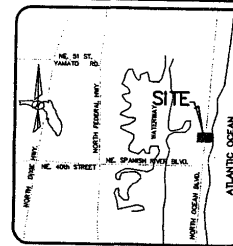
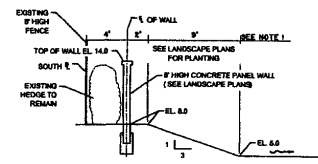
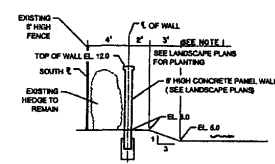
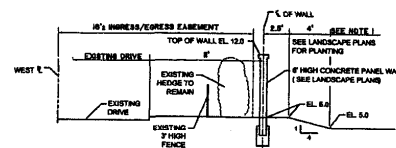
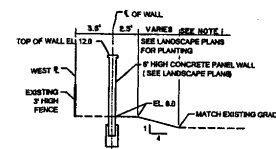
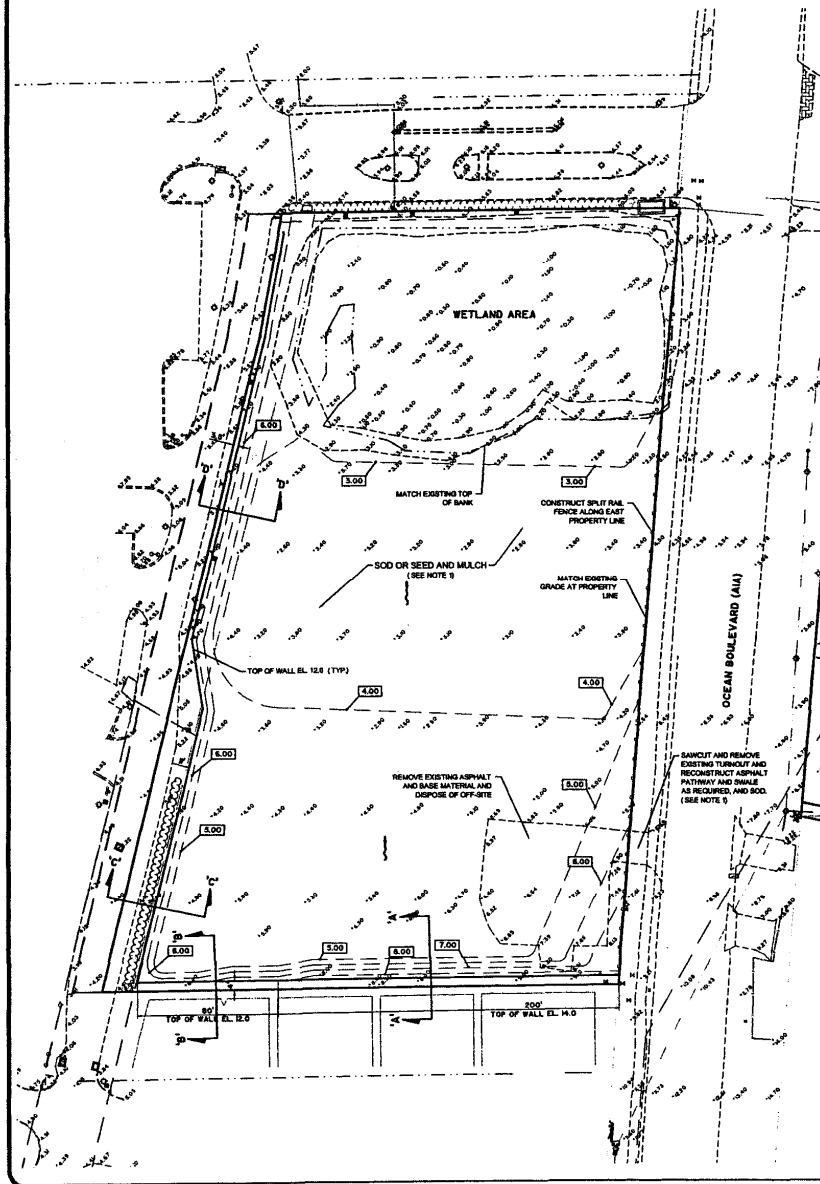
Revised Sheet 1: Comments
1. 10/10/09: Initial Review and Design. RLC
2. 10/10/09: Final Design. RLC
3. 10/10/09: Final Design. RLC
4. 10/10/09: Final Design. RLC
5. 10/10/09: Final Design. RLC
6. 10/10/09: Final Design. RLC
7. 10/10/09: Final Design. RLC
8. 10/10/09: Final Design. RLC
9. 10/10/09: Final Design. RLC
10. 10/10/09: Final Design. RLC

Cam D. Milani Park
Palm Beach County
HIGHLAND BEACH, FLORIDA
Parcel B Landscape Plan - Phase 1

Landscape Plan
West Buffer

LP-2
of 4

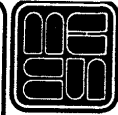
EXHIBIT "D"



- LEGEND**
- EXISTING ELEVATION
 - PROPOSED ELEVATION
 - SLOPE DIRECTION

NOTE:
1. ALL AREAS OUTSIDE OF THE LANDSCAPE BUFFERS AND WETLAND AREA ARE TO BE STABILIZED BY INSTALLATION OF SOD OR SEED AND MULCH IN ACCORDANCE WITH F.A.O.T. SECTIONS 570 AND 580.

48 HOURS BEFORE DIGGING
BROWARD - PALM BEACH - DEER BEACH - ST. LUKE - MARTIN COUNTY
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE ONE CALL
OF FLORIDA, INC.

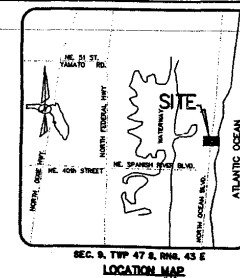
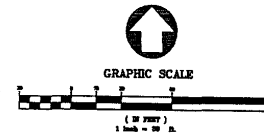
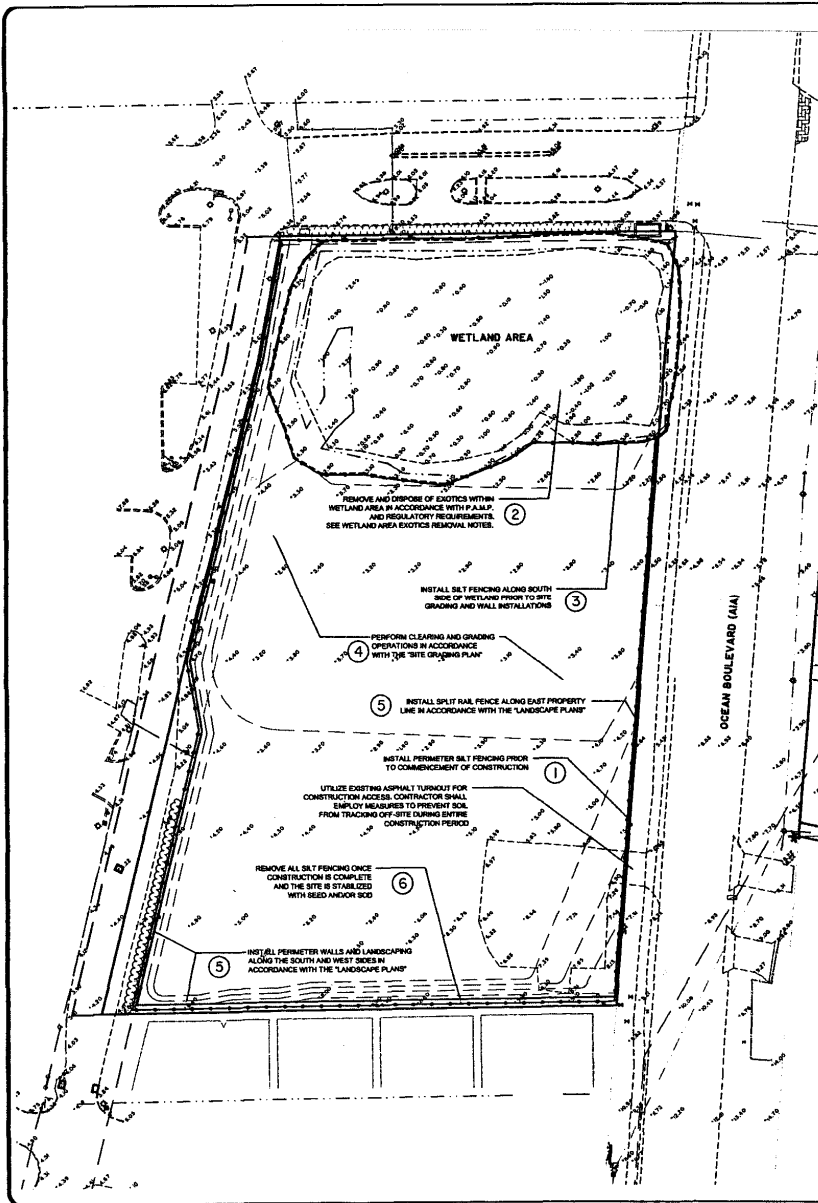


MICHAEL B. SCHORAH & ASSOCIATES, INC.
ENGINEERS • ARCHITECTS • PLANNERS
1000 ROBERTS HILL BLVD.
WEST PALM BEACH, FLORIDA 33411
TEL (407) 444-9728

PROJECT:
CAM D. MILANI PARK
DESCRIPTION:
SITE GRADING PLAN

SCALE:	DATE:
1" = 30'	11/11/00
REVISIONS:	
1. 11/11/00 - PREP BY P.F.	
2. 11/11/00 - REVISED BY P.F.	
3. 11/11/00 - REVISED BY P.F.	

JOB NO.
1111
SHEET NO.
1
OF 1 C



NOTES:

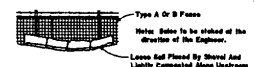
- NO RUNOFF SHALL BE ALLOWED TOWARDS WETLAND PRESERVE OR TOWARDS ANY OFFSITE AREAS UNLESS SPECIFICALLY NOTED ON PERMIT DRAWINGS.
- PRIOR TO PLACEMENT OF FILL, THE SITE SHALL BE CLEARED, BRUSHED AND INSPECTED.
- ALL EXISTING NATIVE TREES SHALL REMAIN IN PRESERVE BUFFER AND WETLAND AREAS. CONTRACTOR SHALL TAKE NECESSARY STEPS TO PROTECT THOSE AREAS.
- THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION BARRIERS PRIOR TO AND DURING CONSTRUCTION TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS FOR OFFSITE DISCHARGES. THESE BARRIERS SHALL REMAIN IN PLACE UNTIL VEGETATION HAS BEEN ESTABLISHED. REFERENCE FLORIDA DEP. OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX FOR TYPICAL INSTALLATION DETAILS.
- THE CONTRACTOR SHALL PROVIDE WATER TRUCKS/ BATTERIES AS NECESSARY TO MINIMIZE AIRBORNE PARTICULATE (DUST) DURING CONSTRUCTION.
- THE CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE STORM WATER POLLUTION PREVENTION PLAN REQUIRED BY THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. CONTRACTOR'S RESPONSIBILITIES SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
 - ASSIGN QUALIFIED PERSONNEL TO MONITOR SYSTEM AND PREPARE REPORTS.
 - EROSION AND SEDIMENT CONTROLS.
 - MAINTENANCE AND INSPECTION.
 - BOOK HOUSEKEEPING.
 - WELL CONTROL.
 - WEEKLY REPORTS AND REPORTS WITHIN 24 HOURS AFTER EVERY RAINFALL EVENT GREATER THAN 0.25".
 - RETENTION OF RECORDS FOR THREE (3) YEARS AFTER COMPLETION OF FINAL SITE STABILIZATION.

LEGEND

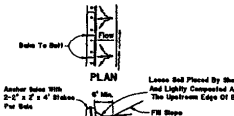
- ① INDICATES SEQUENCE OF CONSTRUCTION ITEMS
- PROPOSED SILT FENCE LOCATION

WETLAND AREA EXOTICS REMOVAL NOTES:

- REMOVAL OF EXOTICS AND VEGETATIVE DEBRIS TO BE DONE BY HAND. NO HEAVY EQUIPMENT SHALL BE USED FOR CLEAN UP OR ALLOWED IN THE WETLAND.
- NO DRAGGING OF FALLEN TREES FROM THE WETLAND AREA.
- ALL VEGETATIVE DEBRIS SHALL BE TRANSPORTED AND DISPOSED OF IN AN UPLAND WASTE FACILITY.
- EXOTIC TREES SHALL ONLY BE CUT AND SHALL NOT BE SUP-ROOTED. CHEMICAL TREATMENT WITH HERBICIDES SHALL BE UNDER THE SUPERVISION OF A LICENSED AQUATIC HERBICIDE APPLICATOR.
- EXISTING MANHOLES AND NATIVE VEGETATION SHALL NOT BE TRIMMED, DEPLETED, DESTROYED, OR ALTERED.

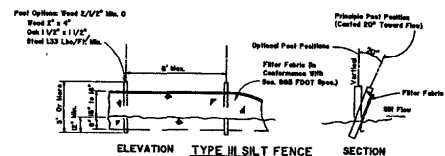


BALES BACKED BY FENCE



TO BE USED AT SELECTED SITES WHERE THE NATURAL ROUNDED SLOPES TOWARD THE TOE OF SLOPE

BARRIERS FOR FILL SLOPES



TYPICAL INSTALLATION FOR BALED HAY OR STRAW BARRIERS AND SILT FENCES

REFERENCE D.O.T. INDEX

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • MIAMI RIVER
ST. LUCIE • SANTA ROSA
CALL TOLL FREE
1-800-432-4770
BROWARD STATE ONE CALL
OF FLORIDA, INC.

MICHAEL R. SCHORAH & ASSOCIATES, INC.
ENGINEERS • DEVELOPMENT CONSULTANTS • PLANNERS
1500 N. W. 10TH AVE., SUITE 200
FORT LAUDERDALE, FL 33304
(305) 781-8400

PROJECT: CAM D. MILANI PARK

DESCRIPTION: EROSION CONTROL PLAN

SCALE: 1" = 30'

REVISIONS:

1. LAYOUT REVISION

DATE: 10/1/00

BY: M.R.S.

CHECKED: M.R.S.

APPROVED: M.R.S.

JOB NO.: 1111

SHEET NO.: 1

OF 1 E

DATE: 10/1/00

BY: M.R.S.

CHECKED: M.R.S.

APPROVED: M.R.S.



**Facilities Development &
Operations Department**

2633 Vista Parkway
West Palm Beach, FL 33411

Telephone - (561) 233-0200
Facsimile - (561) 233-0206
www.pbcgov.com/fdo

**Palm Beach County
Board of County
Commissioners**

Burt Aaronson, Chair

Karen T. Marcus, Vice Chair

Jeff Koons

Shelley Vana

Steven L. Abrams

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman, P.E.

May 25, 2010

Via Overnight Delivery

Dale Sugerman, Town Manager
Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, FL 33487

**RE: Cam D. Milani Park Settlement Agreement
PBC Project No. 00209**

Dear Mr. Sugerman,

Attached please find four original Settlement Agreements that were approved by the Board of County Commissioners on May 18, 2010 sitting in regular session.

The County looks forward to the Town's consideration of the Settlement Agreement and amended development order at its Town Commission meeting scheduled for Tuesday June 1st. The County will have representatives at the meeting and be prepared to answer any questions on the Settlement Agreement, amended development order and/or Boca Highland easements.

When the Settlement Agreement has been approved by the Town Commission and executed by the Mayor, please return three fully executed original agreements to my office at the address located on this stationary so that we can have them entered into the County's official records through the Clerk and Comptroller's Office.

Sincerely,

A handwritten signature in black ink that reads "Audrey Wolf".

Audrey Wolf, Director
Facilities Development & Operations

enclosure:

Original and Partially Executed Settlement Agreements

C: Dennis Eshleman, Director, Parks and Recreation Department
Ross Hering, Director PREM
John Chesher, Director, CID
David Dolan, Project Manager CID
Melanie Borkowski, Regulatory Specialist
Amy Petrick, Assistant County Attorney



Town of Highland Beach

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487

Palm Beach County, Florida

561-278-4548
FAX 561-265-3582

Mayor:
Jim Newill, CPA
Vice Mayor:
Miriam S. Zwick
Commissioners:
Doris M. Trinley
John J. Sorrelli
John J. Pagliaro
Town Manager:
Dale S. Sugerman, Ph. D.

June 2, 2010

Ms. Audrey Wolf, Director
Palm Beach County
Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Cam D. Milani Park

Dear Ms. Wolf:

Enclosed you will find three fully executed Settlement Agreements between the Town of Highland Beach and Palm Beach County related to the two lawsuits brought by the County against the Town over the Development Order granted by the Town Commission for the above referenced project. Mayor Jim Newill has signed the copies of the Agreement based upon a unanimous vote of the Town Commission at their regular meeting of June 1, 2010.

My assumption at this point is that the County will now undertake three specific activities related to the Settlement Agreement. First, the County will dismiss the pending action before the Circuit Court (Case No. 50 2009 CA 024429 XXXX MB AG). Second, you will work with the County Attorney's office to repair the five glitches in the Settlement Agreement which we identified at the June 1st Town Commission meeting. Third, the County will undertake the maintenance of the property and the installation of the perimeter wall and landscaping as identified in paragraph 8 of the Agreement.

Thank you for your cooperation in bringing us to this point of the project.

Very truly yours,

TOWN OF HIGHLAND BEACH

Dale S. Sugerman, Ph.D.
Town Manager

cc: Honorable Mayor and Members of the Town Commission, w/o attachments
Beverly Brown, Town Clerk, with original fully executed document
Tom Sliney, Town Attorney, w/o attachments