

Highland Beach Real Estate Holdings Inc.

Lucia Milani

4612 S. Ocean Blvd
Highland Beach. FL 33487

April 27th, 2023

Hand Delivered

**Mayor Natasha Moore & Commission Members
Town of Highland Beach
3614 S. Ocean Boulevard,
Highland Beach, FL 33487**

RE: Lot 10 East Settlement Agreement Extension.

Dear Mayor & Members of the Commission,

As some of you may know, I have been a winter resident of Highland Beach for almost 50 years. My late husband and I chose this Town because of its namesake physical attributes...literally the height of its beach. It is still as beautiful today as it was then. We also decided to invest in the Town, buying parcels of land and seeking development approvals of them to help the town grow. We kept a few however, and those are the purposes of my correspondence to you today.

The attached development agreement with the Town is set to expire very soon. It has a 30 year timeframe in order to implement. The agreement applies to my winter home at 4612 S Ocean Blvd, which is known as Lot 10 East in the agreement. I am not quite yet ready to leave my home and the family memories it contains and Gods willing, perhaps I have another 20 years left. I would like to continue to live in my current house for at least as long as I can, as opposed to being forced to demolish the house because of an agreement to develop, move to a hotel or something and build 1 of the options in the settlement agreement sooner than I would personally like. I know life throws a lot of curveballs at you and mine has gracefully given me almost 50 years of memories in this home. I would like those memories preserved as long as I can.

I am respectfully requesting the attached agreement be extended another 10 additional years for lot 10 East only. I appreciate your consideration.

Highland Beach Real Estate Holdings Inc.



Per Lucia Milani
cc. Town Manager Mr. M.Labadie
Attachment

RESOLUTION NO: 662

RESOLUTION APPROVING SETTLEMENT AGREEMENT
BETWEEN THE TOWN OF HIGHLAND BEACH AND
HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC.
REGARDING CERTAIN PARCELS OF PROPERTY LOCATED
ON STATE ROUTE A-1-A NEAR THE MUNICIPAL
BOUNDARY WITH BOCA RATON AND DESCRIBED AS
TOWN LOTS 9 WEST AND 10 WEST AND 10 EAST.

WHEREAS, HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC.
(hereinafter "Owner"), is the owner of certain real property
(hereinafter the "Property") located in the TOWN OF HIGHLAND BEACH,
Palm Beach County, Florida, more particularly described in the
Settlement Agreement attached hereto as Exhibit "A", and

WHEREAS, the TOWN OF HIGHLAND BEACH is a Florida
municipal corporation (hereinafter "Town") within whose boundaries
the Property is located; and

WHEREAS, Town has agreed to enter into a Settlement
Agreement to resolve previous litigation regarding development
rights to the Property; and

WHEREAS, Owner and the Town are currently involved in
litigation regarding the subject property in case styled "Highlands
Beach Real Estate Holdings, Inc. v. Town of Highland Beach", Case
No. CL 94-5293 AJ in the Circuit Court of the Fifteenth Judicial
Circuit in and for Palm Beach County, Florida; and

WHEREAS, Owner and Town wish to amicably resolve this
matter without further litigation pursuant to the terms of the
Settlement Agreement; and

WHEREAS, Town believes pursuant to the requirements of Section 14.1 of Chapter 30 of the Code of Ordinances of the Town of Highland Beach, entitled "Settlement of Litigation", that this proposed Settlement Agreement is in the public interest and in the best interest of the residents and citizens of the Town; and

WHEREAS, all of the requirements of Section 14.1 of Chapter 30 have been duly and timely met and accomplished and a public hearing regarding this proposed Settlement Agreement was duly advertised and conducted on the 21st day of April, 1995.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Highland Beach, Florida:

Section 1. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

Section 2. The Town Commission hereby finds and determines the proposed Settlement Agreement attached hereto and made a part hereof as Exhibit "A", is in the public interest and in the best interest of the residents and citizens of the Town.

Section 3. The Commission hereby finds and determines that the Town's Comprehensive land use plan shall be amended to be in conformance with the Settlement Agreement as a part of the normal amendatory cycle for amendments under the provisions of Chapter 163, Part II, Florida Statutes.

Section 4. The Settlement Agreement and this proposed Settlement are in compliance with all relevant requirements of Section 14.1 of Chapter 30 of the Town Code of Ordinances.

Section 5. The Commission hereby approves the Settlement Agreement attached hereto as Exhibit "A" and has executed the same for and on behalf of the Town of Highland Beach, Florida. The Town's Attorneys are hereby directed to take whatever legal steps necessary in order to effectuate the terms of the Settlement Agreement.

PASSED AND ADOPTED by the Town Commission of Town of Highland Beach this 21st day of April, 1995.

ATTEST:

Dori M. Penley
TOWN CLERK

April 18, 1995
PUBLISHED

April 21, 1995
PUBLIC HEARING HELD

[Signature]
ARLIN VORESS, MAYOR

[Signature]
BILL PAUL, VICE MAYOR

[Signature]
ARTHUR EYPEL, COMMISSIONER

[Signature]
JOHN F. RAND, COMMISSIONER

[Signature]
DAVID AUGENSTEIN, COMMISSIONER

ADDENDUM TO RESOLUTION NO. 662
APPROVING SETTLEMENT AGREEMENT BETWEEN
THE TOWN OF HIGHLAND BEACH AND
HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC.

Pursuant to Section 14.1 "Settlement of Litigation" of Chapter 30 and specifically with regard to Section 14.1(d) the following information is provided:

A. The Town's existing regulations contain pertinent development regulations as to Lots 9 West and 10 West, as follows:

- 1) The Town's existing regulations provide for approximately three (3) residential dwelling units;
- 2) The Town's existing regulations provide for a twenty-five (25) foot frontage setback for one-story units and two-story units and provide for a forty (40) foot frontage setback from State Route A-1-A;
- 3) The Town's existing regulations provide for a twelve (12) foot side setback for one-story units and twenty (20) foot setback for two-story units;
- 4) The Town's existing regulations provide for a twenty (20) foot rear setback or ocean setback, whichever is greater;
- 5) The Town's existing regulations provide for a minimum of 1,400 square feet for one (1) bedroom units, 1,600 square feet for two (2) bedroom units and 1,800 square feet for three (3) bedroom units;
- 6) The Town's existing regulations provide for a height of thirty (30) feet;
- 7) The Town's existing regulations provide for two (2) spaces per residential dwelling unit;
- 8) The existing Town regulations provide for review by the Planning Board and Community Appearance Board in addition to the Town Building Officials and Town Commission.

B. the Town's existing regulations contain pertinent development regulations as to Lot 10 East, as follows:

- 1) The Town's existing regulations provide for approximately one (1) residential dwelling unit;
- 2) The Town's existing regulations provide for a twenty-five (25) foot frontage setback;
- 3) The Town's existing regulations provide for a twelve (12) foot side setback;
- 4) The Town's existing regulations provide for a twenty (20) foot rear setback or ocean setback, whichever is greater;
- 5) The Town's existing regulations provide for a minimum of 1,600 square feet;
- 6) The Town's existing regulations provide for a height of thirty (30) feet;
- 7) The Town's existing regulations provide for two (2) spaces per residential dwelling unit;
- 8) The existing Town regulations provide for review by the Planning Board and Community Appearance Board in addition to the Town Building Officials.

C. For review of other pertinent current Town Regulations governing the property reference should be made to the Town Zoning Code and Town Zoning Map. This information can be obtained from the Town Building Official with regard to the existing building parameters under the RML District in which part of the subject property is located, per Section 4.3 of Chapter 30 of the Code of Ordinances entitled "Residential Multiple Family Low Density (RML)" which sets the building parameters in the district, and with regard to the existing building parameters under the RS District in which part of the subject property is located, per Section 4.2 of Chapter 30 of the Code of Ordinances entitled "Residential Single Family (RS)" which sets the building parameters in the district.

The pertinent regulations regarding the subject property under the Town's existing ordinances are summarized in the information contained in Paragraphs A, B and C above. The differences between the Town's existing regulations and those contained in the proposed Settlement Agreement are shown by a comparison of the information contained in Paragraphs A, B and C above with the information contained in the Settlement Agreement.

EXHIBIT 4

RESOLUTION NO. 663

**A RESOLUTION OF THE TOWN OF HIGHLAND BEACH,
FLORIDA, RELEASING RESTRICTIONS ON LAND.**

WHEREAS, C.D. Milani, Trustee and Richard G. Orman and Robert A. Wutt, as Co-Trustees of the Milani Family Trust were Plaintiffs/Petitioners in a suit brought against the Town of Highland Beach a Municipal Corporation under the laws of the State of Florida and other in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, Case #82 6846 CA (L) 01 J, and

WHEREAS, the aforesaid suit was settled and a Stipulation for Settlement was executed by all of the parties on May 11, 1984, and

WHEREAS, the aforesaid Stipulation for Settlement provided for the development of certain property and the issuance of certain building permits, all as more particularly set forth in Paragraphs 1 and 2 of said Stipulation for Settlement, and

WHEREAS, said Stipulation for Settlement further provided in Paragraphs 5 and 6 thereof, that in consideration of the development approvals provided in Paragraphs 1 and 2 of the Stipulation for Settlement certain restrictions would be agreed to with regard to property more particularly described in said Paragraphs 4 and 5 of the Stipulation for Settlement, which property is also described on Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, said Stipulation for Settlement provided that such restriction when applicable would be effected and evidenced by certain deed restrictions to be subsequently prepared and recorded in the Public Records of Palm Beach County, Florida, and

WHEREAS, said Stipulation for Settlement specifically provided in Paragraph 6 thereof that the deed restrictions referred to in Paragraphs 4 and 5 of the Stipulation for Settlement would not be put of record until the building permits for the projects referred to in Paragraphs 1 and 2 of the Stipulation for Settlement had been issued, and

WHEREAS, the development contemplated and described in Paragraphs 1 and 2 of the Stipulation for Settlement did not take place and such permits were never issued, and

WHEREAS, notwithstanding all of the foregoing, the Stipulation for Settlement and all of its recitations were recorded in the Public Records of Palm Beach County, Florida, Official Records Book 4242, Page 0622, and


WHEREAS, the Town of Highland Beach wishes to abide by the terms and conditions of the May 11, 1984 Stipulation for Settlement and the Settlement Agreement dated April 21, 1995 between Highlands Beach Real Estate Holdings, Inc. versus Town of Highland Beach, Case # CL 94-5293 AJ, in the Circuit Court in and for Palm Beach County, Florida.


NOW THEREFORE, be it duly resolved by the Town of Highland Beach, Florida as follows:

1. All of the foregoing recitals are true and correct.
2. The restrictions on the use of real property recited in Paragraphs 4 and 5 of the aforesaid May 11, 1984 Stipulation for Settlement are hereby released and discharged and shall be of no force and effect, and further the development of the said property is to be governed by the terms of the aforesaid Settlement Agreement dated April 21, 1995.
3. This Resolution shall be recorded in the Public Records of Palm Beach County, Florida.

WHEREFORE this Resolution has been duly adopted by the Town of Highland Beach, Florida this 21st day of April, 1995.

TOWN OF HIGHLAND BEACH


Arlin Voress, Mayor


ATTEST: 
Town Clerk


Sworn to and Subscribed before me this 21st day of April, 1995.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 9, 1995
LOADED THRU-GENERAL INS. UND.


Witness


Witness

94-167/0/ljh

94167
0

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO. CL 94-5293 AJ

HIGHLANDS BEACH REAL ESTATE
HOLDINGS, INC., a Florida
corporation,

Plaintiff,

vs.

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

Defendant.


STIPULATION FOR ORDER OF DISMISSAL WITH PREJUDICE

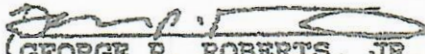
The parties hereto have reached an amicable settlement and have memorialized the settlement in a Settlement Agreement and Release. Pursuant to said Agreement, the parties stipulate and agree that the Court can enter an Order dismissing this cause including all claims with prejudice with each party bearing its own costs and attorneys fees, and reserving jurisdiction solely for the purpose of enforcement of the Settlement Agreement.

DATED this 21st day of March, 1995.

SCOTT, ROYCE, HARRIS, BRYAN,
BARRA & JORGENSEN

ROBERTS & REYNOLDS, P.A.


JOHN BRYAN, ESQUIRE
Attorney for Plaintiff
4400 PGA Boulevard, Suite 800
Palm Beach Gardens, FL 33410
407-624-3900


GEORGE P. ROBERTS, JR.
Attorney for Defendant
319 Clematis Street, Suite 300
West Palm Beach, FL 33401
407-832-5800

ORDER OF DISMISSAL WITH PREJUDICE

This cause came on before the Court upon the Stipulation of the parties for a dismissal of this cause with prejudice with each party bearing its own costs and attorney's fees and the Court being otherwise duly advised in the premises, it is thereupon

ORDERED AND ADJUDGED that this cause be dismissed with prejudice as to each claim with each party bearing their own costs and attorney's fees with jurisdiction being reserved solely for the purpose of enforcement of the Settlement Agreement.

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida
this ____ day of _____, 1995.

SIGNED AND DATED

MAY 10 1995

~~RONALD J. ALVAREZ~~
CIRCUIT COURT JUDGE

Copies furnished to:

All parties on the attached Counsel List

EXHIBIT "A"

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this 21st day of April, 1995 by and between HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., a Florida corporation (hereinafter HBREH) and the TOWN OF HIGHLAND BEACH, a Florida municipal corporation (hereinafter TOWN), who agree upon the following terms and conditions:

WITNESSETH:

WHEREAS, HBREH is the owner of certain real property described as TOWN Lots 10E, 9W and 10W, as is more fully-described in the attached Exhibit 1, located in Highland Beach, Palm Beach County, Florida;

WHEREAS, HBREH has filed an action against the TOWN styled HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC. vs. TOWN OF HIGHLAND BEACH, Case No: CL 94-5293 AJ in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida and has alleged therein, inter alia, that its property has been taken under principles of inverse condemnation and that the zoning applicable for the property is unconstitutional in its application inasmuch as it is controlled by a stipulated settlement recorded in the records of Palm Beach County as a result of the settlement of a previous lawsuit between Plaintiff's predecessor titled and styled C.D. MILANI, TRUSTEE et al vs. TOWN OF HIGHLAND BEACH et al., Case No: 82-6846 CL (L) (01) J in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida;

WHEREAS, the TOWN and HBREH have agreed to resolve their differences by the execution of this Settlement Agreement which has been approved by the TOWN at a duly noticed public meeting by virtue of its passage of Resolution No: 662 pursuant to Chapter 30, Section 14.1 of the Highland Beach Town Code;

WHEREAS, the TOWN AND HBREH agree that this action derives from the status of the certain real property as it existed when it was acquired by HBREH;

WHEREAS, the parties have reached this agreement which they mutually feel is in the best public interest and to accommodate the legitimate interests of each other and that by this agreement the parties are seeking to restore their respective rights as they existed at the time the property was acquired by HBREH; and

NOW, THEREFORE, in consideration of the above and mutual interests arising hereunder, the legal sufficiency which is hereby acknowledged, it is hereby stipulated and agreed as follows:

1. The statements set forth in the preamble above are restated and incorporated herein by reference.

2. The HBREH shall execute a release in favor of the TOWN, its agents, servants, officials, attorneys, employees and insurer, a copy of which are attached as Exhibit 2.

3. Counsel for the parties shall execute a Stipulation for an Order of Dismissal with Prejudice of the above lawsuit, with each party bearing its costs and attorneys fees, a copy of which is as attached as Exhibit 3 which shall provide that, the Circuit Court of Palm Beach County, Division AJ shall retain jurisdiction solely of the settlement agreement to enforce any non-compliance therewith. In the event that any action is brought for enforcement, the prevailing party of that action shall be entitled to recover taxable costs and a reasonable fee for one attorney from the losing party .

4. For a period of 30 YEARS from the date set forth above, HBREH or any heir or devisee, successor, purchaser or assign thereof, shall be allowed to pursue development of the above described property under the following parameters which will be substituted for any provision of the TOWN code relating to building and zoning that is inconsistent herewith:

(A) TOWN Lots 9W and 10W.

- (1) Total density: Nine (9) dwelling units.
- (2) Permitted uses: Single-family detached, single family townhouse, single-family zero-lot line and multi-family condominium.
- (3) Permitted attachments and accessory uses and buildings: Privacy walls to a maximum height of eight feet (8'); walkways; decks; patios; fireplaces; awnings; verandas; trellis/arbores; skylights; screened pool/decks; detached garages with storage lofts above.
- (4) Minimum setbacks for principal buildings: East - 10 feet; north and south side (from property line) - 5 feet; interior side (from other principal buildings) - zero (0) feet; west 5 feet; west and north (from existing tennis court) there shall be no minimum setback.
- (5) Minimum setbacks for accessory buildings and pools: East - 5 feet; south and north side (from property line) - 5 feet; interior side (from other buildings) - 0 feet; west - 5 feet; west and north (from existing tennis courts there shall be no minimum setback; all

privacy walls and hedges may be located on the property lines.

- (6) Parking: Two (2) designated spaces per dwelling unit.
- (7) Ingress and Egress: The Town shall not restrict points of ingress and egress for the subject property along State Road A1A.
- (8) Maximum height: 40 feet, measured from the ground level which shall be 8.5 feet above mean sea level for principal buildings. Detached garages with storage lofts shall not exceed 25 feet in height as measured above the slab for such garages.
- (9) Maximum number of floors: 3 floors exclusive of any ground floor parking.
- (10) Minimum finished floor level for accessory buildings: a minimum of six (6) inches above the crown of State Road A1A fronting the subject site, but not less than the TOWN Code in effect at the time this Agreement is executed.
- (11) Building Code: The Southern Standard Building Code with any county-wide amendments.
- (12) Site work improvement, Building Code and Piling permits: To be issued upon request to the TOWN building official provided that the plans submitted comply with the provisions of this Agreement and the Southern Standard Building Code and any county-wide amendments. Provided, however, the property described above and herein shall be exempt from compliance with any provisions of the TOWN Code pertaining to regulated vegetative and animal species and archeological artifacts for the issuance of a site work improvement permit.
- (13) Impact fees: The TOWN shall waive any impact fees applicable to the development of the subject property during the term of this agreement. However, all other fees of the TOWN shall be paid in accordance with the TOWN Code relating to the development of the subject property in effect at the time of the execution of this Agreement.

(B) TOWN Lot 10 E.

- (1) Total density: 4 dwelling units.
- (2) Permitted uses: Development may occur in one of the following three ways:
 - (a) One (1) single-family detached unit with detached maid quarters and a four-car detached garage with guest quarters above; or
 - (b) Three (3) single family detached units with appurtenant amenities and accessory buildings such as attached garages; or
 - (c) Four (4) single-family attached units with all appurtenant amenities and accessory buildings attached.
- (3) Permitted attachments and accessory uses and buildings: Privacy walls to a maximum height of eight feet (8'); walkways; dune walk-overs or stairways to the beach; decks; patios; fireplaces; awnings; verandas; trellis/arbors; skylights; pools; and screened pool/decks.
- (4) Minimum setbacks for principal buildings: West - 10 feet from the property line along SR A1A; north and south side (from property line) - 5 feet; interior side (from other principal buildings) - 0 feet; east - 13 feet east of Coastal Construction Control Line.
- (5) Minimum setbacks for accessory buildings and pools: West - 10 feet from property line along SR A1A; north and south side (from property line) - 5 feet; interior side (from other buildings) - 0 feet; east - 13' east of the Coastal Construction Control Line.
- (6) Parking: Two designated spaces per dwelling unit.
- (7) Ingress and Egress: The TOWN shall not restrict points of ingress and egress for the subject property along State Road A1A right of way.
- (8) Maximum height: 45 feet above the slab of the principal habitable floor of the home existing at the time of the execution of this Agreement.

- (9) Maximum number of floors: three (3) floors above the slab of the principal habitable floor of the home existing at the time of the execution of this Agreement.
- (10) Minimum finished floor level for accessory buildings: A minimum of six (6) inches above the crown of State Road A1A fronting the subject site, but not less than the TOWN Code in effect at the time of execution of this agreement.
- (11) Building Code: The Southern Standard Building Code with any county-wide amendments.
- (12) Site work improvement, Building Code and piling permits: To be issued upon request to the TOWN building official provided that plans submitted comply with the provisions of this Agreement and the Southern Standard Building Code and any county-wide amendments. Provided, however, that the property described above and herein shall be exempt from compliance with any provisions of the TOWN Code pertaining to regulated vegetative and animal species and archeological artifacts for the issuance of their site work improvement permit.
- (13) Impact fees: The TOWN shall waive any impact fees applicable to the development of the subject property during the term of this agreement. However, all other fees of the TOWN shall be paid in accordance with the TOWN Code relating to the development of the subject property in effect at the time of the execution of this Agreement.

5. That during the 30 YEARS after the date of the execution of this Agreement as set forth above:

(a) All parameters of developments specified herein would be applicable to the property and will run with the title to the property as to HBREH or any successor, purchaser, assign, heir or devisee. All building permits for the development permitted hereunder must be secured within 30 YEARS from the date of the execution of this Agreement. Any permit not secured for the construction of a residential dwelling unit building, accessory use or amenity within 30 YEARS from the date of execution of this Agreement cannot be built, at which time this Agreement will terminate and the property shall, thereafter, be subjected to TOWN Codes, rules,

regulations and ordinances then in effect and the continuing jurisdiction of the Circuit Court of Palm Beach County, Florida for enforcement purposes only shall terminate.

(b) The TOWN shall cooperate with the property owner in and not lodge any objections to, any application made by the property owner to any county, state or federal agencies with respect to the development of the subject property within the parameters set forth in this Agreement.

(c) Upon submission of a proper application for permits, the TOWN shall provide the required water and sewer services and hook-ups to the property to accommodate the residential dwelling units specified herein at the same rate charged to similar residential service in the TOWN at the time of connection.

6. The TOWN shall, to the extent necessary, amend its Comprehensive Land Use Plan as it affects the subject property during its next scheduled review to allow development consistent with the provisions of this Agreement. The TOWN agrees and acknowledges that development consistent with this Agreement may commence immediately without any changes to the TOWN'S comprehensive land use plan or zoning code.

7. No waiver by any party hereto of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by any other party of the same or any other provision or the enforcement thereof.

8. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs, and devisees and beneficiaries, as applicable.

9. This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida.

10. The preparation of this Agreement has been a joint effort of the parties' counsel. It shall accordingly not be construed more severely against one of the parties than the other.

11. This Agreement cannot be amended, supplemented or modified except by an instrument in writing signed by both parties.

12. The TOWN and EBREH, agree that the Stipulation for Settlement executed on May 11, 1984 and recorded in the Public Records of Palm Beach County, Florida on May 17, 1984 at O.R. Book 4242, page 0620 by the Clerk of the Circuit Court of Palm Beach County is hereby canceled and held null and void and of no effect and that an appropriate instrument shall be prepared, executed and recorded in the form described in Exhibit 4 within concurrently

with the entry of the Order of Dismissal with Prejudice of the litigation described above.

13. This agreement may be recorded at the option of HBREH after the Order of Dismissal with Prejudice has been entered by the Court. Provided, however, if HBREH elects to record this agreement, it, on behalf of itself and any heirs, successors or assigns, hereby waives and releases TOWN from any future claims or causes of action that the recorded agreement is a slander or defect in its, or any heirs', successors' or assigns', title to the property.

Signed, sealed and delivered
in the presence of:

Richard G. Orman
Witness

Richard G. Orman
[Print witness name]

John L. Bryan Jr.
Witness

John L. Bryan Jr.
[Print witness name]

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st
day of April, 1995 by Lucia Milani
and Lucia Milani the President and
Secretary of the corporation, respectively, on
behalf of HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., a Florida
corporation, they are personally known to me or have produced
as identification.

My commission expires:

HIGHLANDS BEACH REAL HOLDINGS,
INC. ("HBREH")

By: [Signature] President

Attest: [Signature]
Its: Secretary

Michael Seamon
[Printed name]

Notary Public in and for said
County and State. No: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 9, 1995
BONDED THRU GENERAL INS. UFG.

Signed, sealed and delivered
in the presence of:

Thor Oly
Witness
Thomas E. Oly
[Print witness name]

George P. Roberts Jr
Witness
George P. Roberts Jr
[Print witness name]

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st
day of April, 1995 by Arlin Voress
and Doris Trinley the Mayor and
Town Clerk of the municipal corporation,
respectively, on behalf of TOWN OF HIGHLAND BEACH, a Florida
municipal corporation, they are personally known to me or have
produced _____ as identification.

My commission expires:

TOWN OF HIGHLAND BEACH
("TOWN")

By: Arlin Voress
Arlin Voress, Mayor
Attest: Doris M. Trinley
Its: Town Clerk

Michael Seaman
[Printed name]
Notary Public in and for said
County and State. No: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 9, 1995
BONDED THIS GENERAL INS. UND.

Parcel I - The North 100 feet of the South 300 feet of the North Half of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, lying East of the East right-of-way line of State Road No. A-1-A.

Parcel II - The North 32.1325 feet of the South 867 feet of the North One-Half (1/2) of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, State of Florida, lying East of the East right-of-way line at State Road No. A-1-A, said lands situate, lying in Palm Beach County, Florida.

All situate, lying and being in Palm Beach County, Florida.

(The above mentioned property is identified as Lot 10 lying east of State Road A1A on the Town map)

AND

The North 61.13 feet of the South 867.00 feet of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida, lying west of the West right-of-way line of State Road No. A-1-A and part of the North 100.00 feet of the South 300.00 feet of the North half of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, and more particularly described as follows:

Beginning at the intersection of the West right-of-way line of State Road A-1-A with the southerly line of the North 31.13 feet of the South 867.00 feet of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida; thence along the aforementioned South line North 89°34'30" West 226.62 feet; thence North 11°29'05" East 62.29 feet; thence South 89°34'30" East along the northerly line of the previously mentioned North 61.13 feet of the South 867.00 feet of the North half of Government Lot 1, 94.52 feet; thence, North 8°25'30" East 100.90 feet; thence, along the northerly line of the North 100.00 feet of the South 300.00 feet of the North half of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, South 89°34'30" East 122.59 feet to the westerly right of way line of State Road A-1-A; thence southerly along the arc of a 28697.9 foot radius curve, concave easterly, whose chord bears South 06°16'07" West an arc distance of 161.97 feet to the Point of Beginning.

(The above mentioned property is identified as Lots 9 and 10 lying West of State Road A1A on the Town map)

EXHIBIT 2

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., the owner of Lots 9W, 10W and 10E (the "property"), its employees, agents, principals, officers, directors, administrators, representatives, engineers, accountants, attorneys, parent corporations, successors, assigns, past and present, and LUCIA MILANI, the first party, for and in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration, the received of which is hereby acknowledged, received from or on behalf of:

The TOWN OF HIGHLAND BEACH, its employees, agents, officials, servants, board members, commissioners, representatives, attorneys and insurers, past and present, the second party,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, alleged state law violations, alleged civil rights violations, constitutional claims, condemnations, inverse condemnations, temporary takings, permanent takings, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents except for those rights that it has secured in that certain Settlement Agreement executed on April 21, 1995, and which includes, but is not limited to any claims that:

(a) were raised or could have been raised in that certain lawsuit styled HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., vs. TOWN OF HIGHLAND BEACH, Case No: CL 94-5293 AJ in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida; and

(b) were related to or arise from any actions taken or not taken by the TOWN, its building officials, managers, employees, clerks, board members, commissioners, attorneys, past or present, in connection with said property, and any claims, approvals, or correspondence related to said property in the TOWN or related to the above-referenced lawsuit.

IN WITNESS WHEREOF, have hereunto set our hands and seals this 21st day of April, 1995.

Signed, sealed and delivered
in the presence of:

HIGHLANDS BEACH REAL ESTATE
HOLDINGS, INC.
a Florida corporation

John L. Bryan Jr.
Witness

By: [Signature], President

John L. Bryan Jr.
[Print witness name]

Attest: [Signature]
Its: President
 & Secretary

Richard G. Orman
Witness

Richard G. Orman
[Print witness name]

LUCIA MILANI

John L. Bryan Jr.
Witness

By: [Signature]

John L. Bryan Jr.
[Print witness name]

Richard G. Orman
Witness

Richard G. Orman
[Print witness name]

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st
day of APRIL, 1995 by LUCIA MILANI (INDIVIDUALLY)
and LUCIA MILANI the PRESIDENT and
SECRETARY of the corporation, respectively, on
behalf of HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., a Florida
corporation, and LUCIA MILANI who are personally known to me or

have produced _____ as identification

Doris M. Trinley
DORIS M. TRINLEY
[Printed name]

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 27, 1995
BONDED THRU GENERAL INS. UHO.

Notary Public in and for said
County and State

No: N/A