

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

CASE NO.: 502015CA000086XXXXMB AA

MAR-A-LAGO, L.L.C., L.C., A DELAWARE
LIMITED LIABILITY COMPANY,

Plaintiffs,

vs.

PALM BEACH COUNTY, FLORIDA, A
POLITICAL SUBDIVISION UNDER THE
LAWS OF THE STATE OF FLORIDA,

Defendant.

PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT

Plaintiff, MAR-A-LAGO CLUB, L.L.C., through counsel, moves this Honorable Court for leave to amend its Complaint in this matter, and as grounds therefore states:

1. Plaintiff, MAR-A-LAGO CLUB, LLC ("Mar-a-Lago"), desires to file an Amended Complaint in this matter to add a party defendant, to add a claim for breach of contract, to add factual allegations it has become aware of since the Complaint was filed, and to correct a scrivener's error relating to the name of the Plaintiff (i.e. the Plaintiff should be Mar-a-Lago Club, L.L.C. rather than Mar-a-Lago, L.L.C., as it was mistakenly identified in the Complaint).
2. Leave to amend should be liberally granted, and no prejudice would result to the Defendant if this motion is granted. However, great prejudice would result to the Plaintiff if this motion is not granted.
3. The proposed Amended Complaint is attached hereto as Exhibit 1.

WHEREFORE, Plaintiff respectfully requests that this Court grant this motion, and grant it any other further relief that the court deems just and appropriate in these circumstances.

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail to Amy T. Petrick, Esq., (Local Counsel for Defendant, Palm Beach County), (apetrick@pbcgov.org and mjculen@pbcgov.org), Palm Beach County Attorney's Office, 300 N. Olive Ave., Suite 359, West Palm Beach, FL 33401; W. Eric Pilsk, Esq. (Co-Counsel for Defendant, Palm Beach County), (epilsk@kaplankirsch.com), Kaplan, Kirsch & Rockwell, LLP, 1001 Connecticut Avenue, NW, Suite 800, Washington, DC 20036; and Peter J. Kirsch, Esq. (Co-Counsel for Defendant, Palm Beach County), (pkirsch@kaplankirsch.com), Kaplan, Kirsch & Rockwell, LLP, 1675 Broadway, Suite 2300, Denver, CO 80202 on this 5th day of June, 2015.

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By: _____

JOHN B. MARION, IV
Florida Bar No.: 0348406

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MAR-A-LAGO CLUB, L.L.C., A
DELAWARE LIMITED LIABILITY
COMPANY,

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PALM BEACH COUNTY, FLORIDA, A
POLITICAL SUBDIVISION UNDER THE
LAWS OF THE STATE OF FLORIDA, AND
BRUCE PELLY, INDIVIDUALLY

Defendant.

_____ /

AMENDED COMPLAINT

Plaintiff, MAR-A-LAGO CLUB, L.L.C.("Mar-a-Lago"), sues Defendants, PALM
BEACH COUNTY, FLORIDA and BRUCE PELLY, and alleges:

GENERAL ALLEGATIONS

1. Plaintiff, Mar-a-Lago is a duly formed Delaware limited liability company, registered and authorized to do business in the State of Florida with a principal place of business in the Town of Palm Beach, Florida. It is the record owner of Mar-a-Lago located in the Town of Palm Beach. Donald Trump ("Mr. Trump") is the sole owner.

2. Defendant Palm Beach County, Florida (the "County") is a political subdivision

organized and existing under the laws of the State of Florida. It owns and operates the Palm Beach International Airport ("PBIA" or the "Airport") in the City of West Palm Beach.

3. This Court has subject matter jurisdiction over this matter as the amount in controversy exceeds \$15,000, and this Court has personal jurisdiction over the parties.

4. Venue of this civil action is properly laid in this Court. A majority of the relevant acts occurred in Palm Beach County, Florida.

5. All conditions precedent to this action have been performed, have occurred, or have been waived.

MAR-A-LAGO

6. Mar-a-Lago has been recognized as an historic landmark by the federal government, the State of Florida, and the Town of Palm Beach. It has been designated by the Secretary of the Interior and by Congress as a National Historic Landmark, the highest possible designation, which is reserved for properties that have "exceptional significance to the nation as a whole," 36 C.F.R. § 65.2(a). It is also listed in the National Register of Historic Places. Mar-a-Lago lies due east of PBIA only 2.5 miles from the end of the main runway. Mar-a-Lago was built of rare materials from 1921 to 1927, 10 years before there was any airport in West Palm Beach, and 40 years before commercial jets began using that Airport. The design, construction and materials used at Mar-a-Lago are uniquely susceptible to damage caused by the noise, vibrations, and emissions from jet aircraft. Mar-a-Lago has already sustained significant damage, and that damage will accumulate over the years if it is not stopped now. The Defendant's actions and inactions have caused, are causing, and will continue to cause damage to Mar-a-Lago in violation of law.

7. In 1985, Mar-a-Lago was purchased by Mr. Trump from the Marjorie Merriweather

Post Foundation of D.C. Mr. Trump carefully renovated Mar-a-Lago to restore it to its original condition and grandeur and has turned it into a very successful private club open to all faiths, denominations and races, something which was sorely missing from the Town of Palm Beach. All of this work was approved by the Town of Palm Beach Landmarks Commission, and after 1995, by the National Trust For Historic Preservation in the United States (the "National Trust"). The National Trust is a charitable, educational and nonprofit corporation which provides leadership, education and advocacy to save and preserve America's diverse historic places and revitalize its communities. The National Trust was created in 1949 by congressional charter to support the preservation of the nation's historic buildings and neighborhoods through a range of programs and activities.

8. On April 6, 1995, Mr. Trump created the Mar-a-Lago Club, which is operated at Mar-a-Lago. The Mar-a-Lago Club currently has over 450 Members.

9. Also in April 1995, Mr. Trump conveyed a Deed of Conservation and Preservation Easement in Mar-a-Lago to the National Trust, in perpetuity. The Deed includes critical features, such as the main house, the interiors of the main rooms of the main house, the vistas from the main house, and vegetation and tree lines.

10. As stated in the Deed of Conservation and Preservation Easement, the Mansion is a Mediterranean-style villa which possesses significant architectural, historic, scenic and open-space values of great importance to the people of the Town of Palm Beach, the State of Florida, and the United States of America. Mar-a-Lago is regularly viewed by thousands of residents of the Town of Palm Beach, and countless people from all over the world.

11. The outdoor ambiance of Mar-a-Lago is critical to the historical integrity of the

property. Whether dining on the patio, using the outdoor pool, using the beach facilities, playing tennis, or hosting an outdoor wedding by the waters of the Atlantic Ocean or Lake Worth, the only property to front on both, the once serene and tranquil ambience of Mar-a-Lago is essential to the Estate, just as it was in Ms. Post's era.

12. Mar-a-Lago, in the spirit and intent of Ms. Post, hosts numerous charitable events which raise millions of dollars every year for local, national and international charities.

13. Palm Beach County owns four airports. It operates them through its Department of Airports ("DOA"). The largest airport is PBIA, which provides the only commercial airline service in the County.

14. The County's other three airports, the North Palm Beach County Airport, the Lantana Airport and the Pahokee Airport, are general aviation airports that have no commercial airline service. "General aviation" means private aviation and does not include airlines.

15. The airport that became PBIA began operations as Morrison Field in 1936 (about 10 years after the completion of Mar-a-Lago). In 1941, the U.S. government took over the Airport for use as an Army Air Force base during World War II. After the war, in 1947, the U.S. government gave the Airport to the County. It was renamed Palm Beach International Airport. At the outbreak of the Korean War, the U.S. government took the Airport back from the County to operate it as Morrison Air Force Base. The Air Force base continued operating until 1960. However, during the 1950's, the south side of the Airport was also used for civilian aircraft, including airline service.

16. From 1960, PBIA has been owned and operated exclusively by the County. These last 54 years have seen significant evolution in air travel. The first commercial jet airliners began flying in 1958. The first jet powered airliner, an Eastern turboprop, landed at PBIA in 1959.

Beginning in the late 1950's, jet airliners revolutionized air travel.

17. Private jets expanded nationally beginning in the early 1990's, primarily as a result of the introduction of fractional ownership of private jets through companies such as Net Jets.

18. More aircraft, especially jets, created more noise. In response to complaints about airplane noise across the country, the federal government eliminated most noisy older jets (classified by the Federal Aviation Administration ["FAA"] for noisiness as "stage 2" aircraft) from operation in 1999. Since then, only airplanes that are classified as "stage 3" or higher are permitted to be in operation in most airports in the country.

19. The major source of funding for the Airport is federal and state grants, which are not available for operations, but which can be used to fund between 50% and 90% of infrastructure projects, such as runways and taxiways. The Airport itself generates fees charged to airlines for use of the terminal, landing fees, and fuel charges. The Airport rents or leases space in the terminal to private operators and receives fees for doing so, and the Airport leases space to fixed based operators ("FBOs"), who pay space rentals and percentage rent based on the amount of sales of fuel and other items. The County receives a passenger facility fee paid by almost all passengers that travel through PBIA through charges on their tickets. In contrast, private jets pay no passenger facility fees to the County. The traveling public subsidizes private jets.

20. PBIA is unique and differs from any other airport of similar size in the entire country in two fundamental respects:

(a) About 65% of its traffic is general aviation, of which most is private jets. By comparison, only 20% of Ft. Lauderdale's operations are general aviation, mostly private jets. Most of the private jets in Broward County are based at Ft. Lauderdale Executive, the general aviation

airport, not Ft. Lauderdale International, the commercial airport.

(b) PBIA experiences wide fluctuations in traffic between the winter season and the summer season. For example, September has the lowest number of operations; the number of operations in March is about twice as large as the number of operations in September. Airlines add some additional flights during the winter time for seasonal travelers, but the major fluctuation in operations between the two seasons is in private jets, because people who fly private jets generally do not choose to travel to Palm Beach County in the summer.

21. The County owns and operates PBIA and three other airports. In FAA terminology, the County is known as the airport "sponsor" or "proprietor," terms that include an owner/operator such as the County.

22. It is the County, as owner of the Airport, which initiates all planning regarding control of noise and other environmental impacts created by the Airport. For example, in a letter to the FAA in March 1997, the Palm Beach County Director of Airports Bruce Pelly acknowledged that noise control is not the responsibility of the FAA or the PBIA tower. It is the responsibility of the Airport.

23. The only direct control by the FAA of aircraft noise is at the source, the aircraft themselves. The FAA classifies each type of jet aircraft that operates in the national air space as falling within various categories depending on the amount of noise produced by the aircraft. Since 1999, as a result of federal legislation, only "stage 3" or "stage 4" aircraft may operate in the national air space. Stage 1 and 2 aircraft, which were noisier, were essentially eliminated in 1999.

24. The noise produced by Stage 3 aircraft varies depending upon the size (weight) of the aircraft. For example, a 15,000 pound Learjet produces significantly less noise than a 500,000 pound Airbus, even if both are Stage 3.

25. The federal government has not preempted the local regulation of noise. Congress has rejected complete federal preemption of the field of aviation noise abatement. The effects of airport noise need to be mitigated by state and local governments.

26. The FAA encourages airport proprietors to implement noise compatibility planning and to protect their citizens from unwanted aircraft noise.

27. Airport proprietors, such as the County, are primarily responsible for planning and implementing actions designed to reduce the effect of airport noise on residents of the surrounding area.

28. By federal law, airport proprietors are responsible for airport noise, compatibility planning, including selection of the specific noise abatement and mitigation measures deemed appropriate for inclusion in the airport's noise compatibility program.

29. The FAA states that an airport noise compatibility program "is a local program, not a federal program." The FAA does not substitute its judgment for that of the airport proprietor with respect to which measures should be recommended for action.

30. Airport proprietors have the power to control the types of aircraft that use its airport, to impose curfews, and other use restrictions, and to regulate runway use and flight paths. The FAA recognizes that airport proprietors are the appropriate initiators of noise abatement proposals because of the liability that they bear for noise impacts in the airport environment. The rationale for allowing airport proprietors to have primary responsibility for noise mitigation at airports is that airport proprietors bear liability for excessive noise.

31. The normal and customary procedure for departures at PBIA is to have the airplanes depart using routes north of Mar-a-Lago. This is the usual, customary and longstanding procedure

in controlling flights departing from PBIA.

32. However, the County, through its Director of Airports, Bruce Pelly, has directed a change to this normal and customary procedure such that outgoing flights now fly directly over Mar-A-Lago.

33. In doing so, the Airport and the County are not operating the airport in the usual, normal or customary manner for departing planes. Bruce Pelly applies pressure to the FAA controllers, who are acting as the County's agents and/or employees, to ensure this occurs.

34. The County has therefore concentrated the noise, vibration and pollution effects of aircraft departures, and arrivals, over the great Mar-a-Lago landmark.

35. The County's actions and inactions create a public nuisance as this results in an unreasonable amount of noise, emissions and pollutants on Mar-a-Lago.

36. Further, the noise created by PBIA is measured by the County using a formula called Day-Night Level, or "DNL". DNL measures the average noise levels at a specified location over a 24-hour day, taking into account the number of aircraft that pass over the location during that day, the decibel level of each aircraft, and averages those peak noise levels together with the quiet ambient noise levels. DNL above 65 is clearly considered an adverse effect; the Department of Transportation and the Environmental Protection Agency recognize DNL of 55 as acceptable for outdoor noise exposure. The FAA requires DNL analysis to be included in Part 150 Noise Studies conducted by airports, but airports may also use other criteria and metrics to prepare noise exposure maps in such studies.

37. DNL is an inadequate methodology for assessing noise impacts created by PBIA, for two reasons. First, DNL fails to account for the fact that high single-event noise levels against a

quiet and serene ambient background condition have a much greater perceived impact than a relatively constant noise level with the same average DNL. Second, the County has always computed DNL by simplistically calculating the average DNL for each day of the year, and then producing an average annual DNL.

38. This methodology is fundamentally flawed because it fails to take into account the unique seasonal patterns of traffic at PBIA. No other commercial airport of its size in the country has such a substantial seasonal variation. The result of the County's methodology is to conceal the fact that for about six months of the year, DNL is much higher than in the other half. This is especially significant for Mar-a-Lago, where the Club operates primarily in the winter season, which has the highest levels of air traffic. There is no valid reason for the County not to analyze seasonal variations in DNL. Other airports do it as it is the usual and customary manner in which to run an airport. The County simply refuses to do it and in doing so is not operating the airport in the usual, normal or customary manner.

39. The County's and Bruce Pelly's actions in this regard are both deliberate and malicious, and motivated by personal animosity towards Donald Trump, who previously sued Bruce Pelly personally and who was instrumental in opposing his efforts to expand the Airport. The County's and Bruce Pelly's actions in deviating from the usual, normal and customary flight patterns results in an attack from the air on Mar-a-Lago, Mr. Trump, the members of the Club and the guests and public who attend functions at Mar-a-Lago.

40. At all times material to this action Bruce Pelly has acted within the course and scope of his employment with the County, and as the County's airport director.

41. Noise and other impacts from departing and arriving aircraft at the Airport are now

having substantial adverse impacts upon Mar-a-Lago, Mr. Trump, and the members and guests of the Club.

42. In addition to noise disruptions, vibration and emission damage have occurred and will become even more serious if continued into the future.

43. Mar-a-Lago, which was built nearly a century ago in a Mediterranean style construction before the advent of jet aircraft and before the Airport even existed, consists of unique building materials, including porous Dorian stone, antique Spanish tiles, and antique Cuban roof tiles, which were not designed to withstand the corrosive effects of aircraft emissions, such as jet fuel fumes and fuel and oil residue, as well as the vibrations from large jet aircraft and their engines. The Mansion is particularly susceptible to the corrosive bombardment which it is now suffering as a result of the actions of the Defendant.

44. (a) Over time, aircraft engine fuel combustion bi-products, including hydrocarbons, produce sulfur dioxide (SO₂) and nitrogen oxide (NO_x), which oxidize in the air to form acid sulfate and acid nitrate. The resulting acid on the edges and other limestone surfaces has caused deterioration of the limestone largely comprising the Mansion.

(b) Damage will continue because these acid sulfates and nitrates soak into the pores of the materials, including the Dorian limestone, the Cuban terracotta roofing tiles and the 15th century decorative Spanish tiles, and erode them.

(c) Hydrocarbons are present on the exterior building and decorative materials of Mar-a-Lago. Aircraft flight patterns and the frequency of aircraft flights have been and continue to deposit these hydrocarbons on the structure. These deposits will ultimately become sulfuric and nitric acids, which will erode the surfaces of the structure.

(d) Aircraft flying over and nearby Mar-a-Lago not only directly contribute to the visual, emotional and sentimental intrusion of the unique historic estate, but are also causing substantial destruction of the material of the structures.

45. Plaintiff, Mar-a-Lago, has suffered and continues to suffer damages from the actions of the County, including damages resulting from the noise, vibrations, fumes, pollution and other emissions from the aircraft departing and arriving at the Airport in a single-file route over Mar-a-Lago. The damages include, but are not limited to, damages to Mar-a-Lago's physical structure; depreciation in the value of Mar-a-Lago; lost business income for Mar-a-Lago, and loss of the use and enjoyment of Mar-a-Lago. The noise, other emissions and pollutants are damaging this unique architectural and historical landmark property of national significance.

COUNT I - NUISANCE
(Injunction Against Public Nuisance)

46. Plaintiff adopts and realleges paragraphs 1 through 45 as if specifically set forth herein.

47. The number of aircraft flights over Mar-a-Lago, and the manner of their operation, both of which result primarily from the County's and Bruce Pelly's unreasonable, unwarranted, and unlawful actions and inactions as described above, create a public nuisance.

48. Plaintiff has no adequate remedy at law for the harm caused by the nuisance alleged herein. Monetary damages are inadequate to compensate Plaintiff for the peculiar and unique injury to the architectural, geographic, cultural, aesthetic, and structural characteristics of Mar-a-Lago.

49. The damages to Mar-a-Lago as a result of the County's and Bruce Pelly's actions are causing and will continue to cause irreparable harm.

50. The Plaintiff has clean hands and the relief requested is in the public interest. As a historic landmark property of national significance, and as a club with over 450 members, the nuisance alleged herein against Mar-a-Lago is public, and a horrible injustice to a great landmark and public structure.

51. Defendants will not be harmed by enjoining the unreasonable activities constituting the nuisance.

WHEREFORE, Plaintiff seeks a permanent injunction against the nuisance alleged herein, together with its costs, and such other and further relief as the court deems appropriate in these circumstances.

COUNT II - NUISANCE
(Damages - Alternative and Supplemental Relief)

52. Plaintiff adopts and realleges paragraphs 1 through 45 as if specifically set forth herein.

53. The number of aircraft flights over Mar-a-Lago, and the manner of their operation, both of which result primarily from the County's and Bruce Pelly's unreasonable, unwarranted, and unlawful actions and inactions as described above, create a public nuisance and has caused Plaintiff to be damaged.

54. This damage includes, but is not limited to: damages to Mar-a-Lago's physical structure; depreciation in the value of Mar-a-Lago; lost business income for Mar-a-Lago, loss of the use and enjoyment of Mar-a-Lago, and; expenses incurred in attempting to abate the nuisance, including repairs to Mar-a-Lago and associated expert fees.

55. Plaintiff is entitled to recover damages associated with the nuisance alleged herein.

WHEREFORE, Plaintiff requests that this Court award it one hundred million dollars in damages against the Defendants caused by the County's and Bruce Pelly's actions and inactions, as well as its taxable costs, and such other and further relief as the court deems appropriate in these circumstances.

COUNT III - TRESPASS
(Injunction Against Continuing Trespass)

56. Plaintiff adopts and realleges paragraphs 1 through 45 as if specifically set forth herein.

57. The past and current frequent overflights of Mar-a-Lago constitute a continuing trespass of the Plaintiff's, as well as the public's, property rights.

58. These overflights constitute a continuing, direct and substantial physical invasion of Mar-a-Lago, and an interference with the beneficial use, quiet and enjoyment of the property, which amount to a trespass.

59. Further, the overflights of Mar-a-Lago have caused a direct invasion of the property by excessive, unreasonable, unwarranted and uninvited noise, vibrations, fumes, pollution and residue, which cause direct physical damage to Mar-a-Lago.

60. This continuing trespass substantially interferes with the use and enjoyment of Mar-a-Lago and is a direct interference with the property rights of Mar-a-Lago.

61. The County and Bruce Pelly have caused this trespass.

62. The trespass has caused and is continuing to cause damage to Mar-a-Lago.

63. Plaintiff has no adequate remedy at law for the harm caused by the trespass alleged herein. Money damages are inadequate to compensate Plaintiff for the peculiar and unique injury

to the architectural, geographic, cultural, aesthetic and structural characteristics of Mar-a-Lago.

64. The damages to Mar-a-Lago as a result of the County's and Bruce Pelly's actions or inactions are causing and will continue to cause irreparable harm.

65. The Plaintiff has clean hands and the relief requested is in the public interest.

66. Defendant will not be harmed by enjoining the unreasonable activities constituting the trespass.

67. The Plaintiff therefore seeks an injunction against the continuing trespass, which is in the public interest.

WHEREFORE, Plaintiff seeks a permanent injunction against the trespass alleged herein, together with its costs and such other and further relief as the court deems just and appropriate in these circumstances.

COUNT IV - TRESPASS
(Damages - Alternative and Supplemental Relief)

68. Plaintiff adopts and realleges paragraphs 1 through 45 as if specifically set forth herein.

69. The past and current frequent overflights of Mar-a-Lago constitute a continuing trespass of the Plaintiff's property rights.

70. These overflights constitute a continuing, direct and substantial physical invasion of Mar-a-Lago and an interference with the beneficial use, quiet and enjoyment of the property, which amount to a trespass.

71. Further, the overflights of Mar-a-Lago have caused a direct invasion of the property by excessive, unreasonable, unwarranted and uninvited noise, vibrations, fumes, pollution and

residue, which cause direct physical damage to Mar-a-Lago.

72. This continuing trespass substantially interferes with the use and enjoyment of Mar-a-Lago and is a direct interference with the property rights of Mar-a-Lago.

73. The County and Bruce Pelly have allowed, caused and even encouraged this trespass.

74. The trespass has caused and is continuing to cause damage to Mar-a-Lago.

75. As a result of the County's and Bruce Pelly's actions and inactions, Plaintiff has been damaged.

WHEREFORE, Plaintiff requests that this Court award it one hundred million dollars in damages against Defendants caused by the County's and Bruce Pelly's actions and inactions, as well as its taxable costs, and such other and further relief as the court deems appropriate in these circumstances.

COUNT V - INVERSE CONDEMNATION

76. Plaintiff adopts and realleges paragraphs 1 through 45 as if specifically set forth herein.

77. The frequent overflights of Mar-a-Lago constitute a continuing, direct and substantial physical invasion of Mar-a-Lago and an interference with the beneficial use, enjoyment and quiet of the property which amount to a taking. This is reasonably expected to continue in the future.

78. Further, the overflights of Mar-a-Lago have caused a direct and substantial invasion of the property by excessive, unreasonable, unwarranted and uninvited noise, vibrations, fumes, pollution and residue, which cause direct physical damage to Mar-a-Lago.

79. During the periods of the overflights, Mar-a-Lago, Donald Trump and the Club's members are substantially deprived of the beneficial use of the Mar-a-Lago property, which includes

in particular the outdoor areas and amenities which are a significant and important aspect of the property.

80. The overflights have caused and are continuing to cause a substantial diminution and decrease in the market value of Mar-a-Lago, and a reduction in business revenue, and threaten the property's unique status as one of the country's most important historic and landmarked properties.

81. The overflights have caused, are causing and will continue to cause additional damages relating to increased repair, preservation and restoration. Some elements of Mar-a-Lago's structure cannot be replicated or reproduced due to the unique materials, designs and workmanship used when the property was built.

82. The County has failed to acknowledge or bring condemnation proceedings pursuant to the Florida and U.S. Constitutions.

WHEREFORE, the Plaintiff seeks an order finding that the County's actions constitute a taking of the Mar-a-Lago property, that there is an avigation easement, and/or that formal condemnation proceedings occur. Further, Plaintiff seeks a judgment awarding compensatory damages of one hundred million dollars against the County and Bruce Pelly, costs, interest, and such other and further relief as this court deems just and appropriate in these circumstances.

COUNT VI - BREACH OF CONTRACT

83. Plaintiff adopts and realleges paragraphs 1 through 45 as if specifically set forth herein.

84. The County, Bruce Pelly and the Plaintiff entered into a Settlement Agreement on September 3, 1996 concluding a prior lawsuit between the parties (hereafter the "Agreement"). The Agreement and its exhibits relevant to this litigation are attached hereto as Exhibit "A".

85. Pursuant to the Agreement, and for and in consideration of its mutual covenants, terms and conditions, the County, Bruce Pelly and the Plaintiff agreed that the County and Bruce Pelly would achieve maximum adherence to the Preferred Flights Tracks. Adhering to the Preferred Flights Tracks meant adhering to the protocol by which planes departing from and arriving at the airport flew to the north of Mar-a-Lago by nearly a mile.

86. The County and Bruce Pelly breached the Settlement Agreement when Bruce Pelly coordinated a change to the flight tracks required under the Agreement so that planes now depart from and arrive at the airport by flying directly over Mar-a-Lago.

87. Further, these changes in flight tracks and operations by the County and Bruce Pelly have resulted in an Ldn noise level at Mar-a-Lago which is more than 1.5 dB Ldn above 61.1 dBA Ldn in breach of the Settlement Agreement.

88. These breaches have caused a total default under the contract and are continuing to cause major damage to Mar-a-Lago, one of Florida's and the Country's great landmarks.

WHEREFORE, Plaintiff requests that this Court award it one hundred million dollars in damages against Defendants, as well as its taxable costs, and such other and further relief as the court deems appropriate in these circumstances.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable as a matter of right.

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail to Amy T. Petrick, Esq., (Local Counsel for Defendant, Palm Beach County), (apetrick@pbcgov.org and mjculen@pbcgov.org), Palm Beach County Attorney's Office, 300 N. Olive Ave., Suite 359, West Palm Beach, FL 33401; W. Eric Pilsk, Esq. (Co-Counsel for Defendant, Palm Beach County), (epilsk@kaplankirsch.com), Kaplan, Kirsch & Rockwell, LLP, 1001

Connecticut Avenue, NW, Suite 800, Washington, DC 20036; and Peter J. Kirsch, Esq. (Co-Counsel for Defendant, Palm Beach County), (pkirsch@kaplankirsch.com), Kaplan, Kirsch & Rockwell, LLP, 1675 Broadway, Suite 2300, Denver, CO 80202 on this 5th day of June, 2015.

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By: _____
JOHN B. MARION, IV
Florida Bar No.: 0348406

R96 1276D

SETTLEMENT AGREEMENT

This AGREEMENT is made and entered into this ____ day of SEP 03 1996 1996 by and between DONALD J. TRUMP ("Trump"), a resident of the state of New York, THE MAR-A-LAGO CLUB, L.L.C. (the "Club"), a limited liability company authorized to do business in Florida, PALM BEACH COUNTY, FLORIDA (the "County"), a political subdivision organized and existing under the laws of the State of Florida, and BRUCE V. PELLY ("Pelly"), an employee of the County holding the position of "Director of Airports".

RECITALS

MAR-A-LAGO: STATUS AND OWNERSHIP

WHEREAS, certain real property in the Town of Palm Beach, Florida, commonly known as Mar-A-Lago and more particularly described in Exhibit A, attached hereto and incorporated herein by reference, was completed and initially occupied in 1927 and has been designated a National Historic Landmark; and

WHEREAS, Mar-A-Lago is located approximately 2.5 miles from PBIA and approximately 1000 feet south of the extended center line of Runway 9L/27R; and

WHEREAS, Trump acquired Mar-A-Lago in December of 1985 from the Post Foundation; and

WHEREAS, on or about April 6, 1995, Trump conveyed title to Mar-A-Lago to The Mar-A-Lago Club, Inc., a Florida corporation; and

WHEREAS, by a series of mergers or other transfers of interest, The Mar-A-Lago Club, L.L.C. is the current title holder of Mar-A-Lago; and

WHEREAS, The Mar-A-Lago Club, L.L.C. specifically represents that it is the successor to all legal claims of all persons or entities holding title to Mar-A-Lago on or after April 6, 1995, except as otherwise noted specifically herein; and

WHEREAS, on April 6, 1995, Trump granted and conveyed to the National Trust for Historic Preservation in the United States, a non-profit charitable corporation, and its successors and assigns, a Deed of Conservation and Preservation Easement in perpetuity, with respect to certain elements of Mar-A-Lago, recorded at Official Record Book 8691, Page 764 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Trump presently holds a contingent interest in Mar-A-Lago; and

OPERATION OF PALM BEACH INTERNATIONAL AIRPORT

WHEREAS, the County, by and through its Department of Airports, operates the Palm Beach International Airport ("PBIA") as a civilian commercial airport; and

WHEREAS, commercial air carrier, general aviation, and cargo operations have occurred at PBIA since around the early 1930s and likely are to continue at increasing levels for the foreseeable future, as measured by the number and frequency of aircraft arriving and departing PBIA; and

WHEREAS, in the foreseeable future, the County may undertake actions to ensure that PBIA is able to accommodate continued actual and anticipated growth and otherwise continues to provide and maintain a top flight airport and aviation facility, and that said actions by the County may include changes, additions or alterations to the airfield, terminal, access roads, interchanges, intermodal connections and other facilities at PBIA, including but not limited to, the possible lengthening of Runway 9L/27R; and

WHEREAS, pursuant to the Aviation Safety and Noise Act ("Noise Act"), 49 U.S.C. §§ 47501-47509 and regulations codified at 14 C.F.R. pt. 150 ("Part 150 regulations"), the County submitted to the FAA a Noise Exposure Map ("Original NEM") on or around January 8, 1985, and its Noise Compatibility Program for PBIA in December

of 1985, and submitted to the FAA a revised Noise Exposure Map ("1992 Revised NEM") on or around June 19, 1992, and an Update to the NCP ("NCP Update") in 1993, and obtained FAA approval of said documents after the opportunity for public comment; and

WHEREAS, during the period for public comment on the NCP Update, Trump and the Club: objected to the existing and proposed flight procedures at PBIA; claimed that flights were occurring directly over Mar-A-Lago and were resulting in damage to the structure; claimed that Mar-A-Lago's status as a National Historic Landmark entitled it to protection under the National Historic Preservation Act (NHPA) and other federal laws; and by entering into this Agreement, Trump and the Club are not conceding or implying that the FAA's obligations under the NHPA and other federal laws have been satisfied.

WHEREAS, the County owns and contemporaneous herewith leases to an entity controlled by Trump approximately two hundred and fifteen (215) acres of real property more particularly described in the Lease attached hereto at Exhibit "B" and incorporated herein by reference (the "Lease") and

FLIGHT OPERATIONS AFFECTING MAR-A-LAGO

WHEREAS, Orders issued by the FAA assign runway headings and set forth the runway use procedures currently implemented by the FAA Air Traffic Control Tower at PBIA; and

WHEREAS, runway headings and runway use procedures that the FAA Air Traffic Control Tower at PBIA currently assigns aircraft pursuant to FAA Order PBI 8400.9F do not require, assign or direct aircraft to fly directly over Mar-A-Lago; and

WHEREAS, the current preferred flight paths for aircraft arriving and departing PBIA and the current NCP approved by the FAA call for departing and arriving transport category aircraft using PBIA Runway 9L/27R to fly the runway extended center line, which is approximately 1,000 feet north of Mar-A-Lago, or to fly 020 degrees north of the runway extended center line (departing, alternating, Stage 2 aircraft only), as authorized by FAA Order PBI 8400.9F, which is approximately 4,000 feet north of Mar-A-Lago (collectively, the "Preferred Flight Tracks"), and said flight tracks do not call for such aircraft to fly directly over Mar-A-Lago; and

WHEREAS, notwithstanding the Preferred Flight Tracks, due to wind, weather and other causes, some transport category aircraft that are departing and arriving PBIA are varying from the Preferred

Flight Tracks, including some aircraft that may be flying in close proximity to or directly over Mar-A-Lago, or to the south of Mar-A-Lago; and

WHEREAS, the County, the Club and Trump wish to take measures to encourage the FAA to enforce as strict adherence to the Preferred Flight Tracks as safety will allow and to further encourage the FAA to implement and enforce the flight procedures outlined in this Agreement that are designed to reduce noise impacts in the areas surrounding the Airport, including in and around the vicinity of Mar-A-Lago; and

WHEREAS, it is the County's position that it does not control or enforce flight tracks or flight procedures of aircraft using PBIA, and any changes or alterations to existing flight tracks or flight procedures must be approved by the FAA and implemented by the FAA and the aircraft operating at PBIA; and

GENERAL

WHEREAS, Trump and the Club filed a civil action against the County and Pelly styled Mar-A-Lago Club, L.L.C. and Donald J. Trump v. Palm Beach County and Bruce V. Pelly, Case No. CL-95-4777-AH ("Civil Action"), in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida (the "Court"); and

WHEREAS, the Civil Action includes claims relating to aircraft noise and air pollutant emissions resulting from aircraft operations at PBIA, and claims relating to the negotiations between Trump, the County, and Pelly for the potential leasing of the property referenced in the Lease and

WHEREAS, Trump, the Club, the County, and Pelly seek to forge a permanent resolution of disputes between them concerning both aircraft noise and air pollutant emissions allegedly generated by operations at PBIA and the leasing of the property referenced in the Lease, including, but not limited to, all claims raised by Trump and the Club in the Civil Action; and

NOW, THEREFORE, in light of the foregoing and in consideration of the mutual covenants, terms, and conditions contained herein, Trump, the Club, the County, and Pelly hereby agree to the following:

DEFINITIONS

1. As used in this Agreement, the words and phrases defined below have the following meanings:

- a. "Close-In Departure Procedures" means the profiles described in Fed. Aviation Admin, U.S. Dep't of

Transp., Advisory Circular No. 91-53A, Noise Abatement Departure Profiles ¶ 5(b) (1993) ("FAA Advisory Circular No. 91-53A").

b. "Global Positioning Satellite" ("GPS") means the system described in Fed. Aviation Admin., U.S. Dep't of Transp., Airmen's Information Manual ¶ 1-23 (1992).

c. "Letter to Airmen" means a letter or other notice issued by an airport that describes procedural changes (e.g., flight procedures) for use at that airport.

d. "Instrument Landing System" ("ILS") means the system described in Fed. Aviation Admin., U.S. Dep't of Transp., Airmen's Information Manual ¶ 1-10 (1992).

e. "Standard Instrument Departure Procedures" ("SID") means the procedures described in Fed. Aviation

Admin., U.S. Dep't of Transp., Airmen's Information Manual ¶ 5-26 (1992).

f. "Final Approval by the County" means formal approval by the Palm Beach County Board of Commissioners through a vote of its members in accordance with the applicable laws and ordinances of the County.

g. "Approval Date" means the date on which the signature of the authorized County official, occurring only after Final Approval by the County, is affixed hereto.

h. "Effective Date" means the date upon which the Court executes the Stipulated Order of Dismissal and Stay of Proceedings attached at Exhibit "F" hereto.

i. "Transport Category Aircraft" means turbojet and turbofan aircraft in excess of 12,500 pounds.

COUNTY ACTIONS

2. The County shall, using its airport acoustics consultants, conduct a study of the close-in departure procedures authorized by the FAA. The County, through its consultants, shall complete this study (the "Close-In Departure Study") no later than one hundred and fifty (150) days after the Approval Date. Trump and the Club's consultant shall be permitted to review data and draft reports generated by the County's consultants and shall have an opportunity to comment on said data and draft reports for a period of thirty (30) days from receipt thereof.

3. Upon completion of the Close-In Departure Study, the County, using its best efforts and after considering comments from Trump and the Club's consultant, shall work with the FAA and the carriers at PBIA to outline the most aggressive close-in departure procedures that could be implemented at PBIA and that are consistent with FAA policies and procedures, FAA safety requirements, and with FAA Advisory Circular No. 91-53A, and that would result in a reduction of noise impacts in the areas east of the Airport, including in and around the vicinity of Mar-A-Lago.

4. As soon as reasonably feasible, but not later than three hundred sixty-five (365) days after the Approval Date, the County

shall issue a Letter to Airmen setting forth the close-in departure procedures described in Paragraph 3 above.

5. As soon as reasonably feasible, but not later than fourteen (14) months after the Approval Date, the County shall procure and install an Instrument Landing System ("ILS") or equivalent permanent technology for Runway 27R at PBIA.

6. Within forty-five (45) days after FAA certification of the ILS equipment or equivalent permanent technology, the County shall use its best efforts to obtain FAA certification of PBIA ILS facilities or equivalent permanent technology for use for aircraft departing Runway 9L to the east, and request that the FAA incorporate the use of PBIA ILS facilities or equivalent permanent technology in the SID for use of this Runway by transport category aircraft.

7. Within sixty (60) days after the Approval Date, the County shall request that the FAA designate PBIA as a pilot project for implementation of air traffic control through the Global Positioning Satellite or other comparable technology contemplated by the FAA.

8. The County shall continue to support the fanning of Stage 2 aircraft under the procedures set forth in the NCP Update for PBIA approved by the FAA in 1995 until such time that the NCP

Update approved by the FAA in 1995 is superseded pursuant to FAA regulations.

9. In the event the County pursues a project or plan to extend the length of Runway 9L/27R, it will seek approval from the FAA of such extension only if noise projections developed by the County prior to approval of said runway extension forecast that the area to the east of PBIA within the 65 L_{dn} contour on the 1992 Revised NEM will not increase as a result of the extension. In the event the County pursues such extension, it shall request that the FAA continue the close-in departure procedures developed pursuant to Paragraph 3 above..

10. Trump and the Club acknowledge that it is the County's position: that it has no authority or capability to enforce the flight procedures, use of the ILS or other operational procedures referred to above; and that adherence to and enforcement of said procedures is the legal obligation solely of the FAA and the airlines operating aircraft at PBIA. In an effort, however, to attempt to encourage the greatest adherence possible, the County shall:

A. Provide to Trump and the Club, on a quarterly basis for a period of five (5) years beginning three (3) months after the Effective Date, reports depicting and reporting noise levels in the

vicinity of Mar-A-Lago, and upon reasonable request by Trump and the Club during the same period reports on the operating status of the noise monitoring station in closest proximity to Mar-A-Lago and the data from that noise monitoring station used to generate the reports;

B. Provide to Trump and the Club, at three separate times during each year (which times the Club shall designate by giving the County forty-five (45) days notice of each designated date) ~~for a period of five (5) years beginning three (3) months~~ after the Effective Date or three (3) months after the date on which the Airport's passive radar system is certified, whichever is later, a "snap shot" of flight paths, depicting actual flight tracks over a designated 24-hour period; and

C. Provide to Trump and the Club future revisions, if any, of the Noise Exposure Map.

DISMISSAL OF CLAIMS

11. Trump and the Club shall dismiss WITH PREJUDICE all claims against the County and its employees and representatives, set forth in Count V (Fraud) and Count VI (Promissory Estoppel) of the Civil Action, as more specifically set forth in the First

Amended Complaint.^{1/} Trump shall release all claims in accordance with the release attached as Exhibit "C" ("Release Number One", which is incorporated herein.

12. The Parties agree to stay the existing lawsuit with respect to Count I (Nuisance), Count II (Trespass) and Count III (Inverse Condemnation). Upon the filing by the County with the Court of (a) the Letter to Airmen issued in accordance with the procedures referenced in Paragraphs 3 and 4 above and (b) a revised ~~Standard Instrument Departure Procedure issued in accordance with~~ the procedures referenced in paragraphs 5 and 6 above, which is designed to improve flight track compliance for use of Runway 9L by transport category aircraft, Counts I, II and III of the Civil Action, shall be dismissed WITH PREJUDICE. Trump and the Club, subject to paragraph 15, shall release all claims in accordance with the release attached as Exhibit "D", ("Release Number Two") which is incorporated herein.

13. Trump and the Club further agree that they, and to the extent permitted by law, their successors, members and assigns shall not institute, actively participate in, financially support, or assist in any way in any lawsuit, formal administrative

^{1/} The First Amended Complaint contains only five Counts. Plaintiffs erroneously numbered Counts V and VI in that pleading.

proceeding or other legal action against the County or any of its elected officers, employees or representatives which in any way relates to the claims released by Release Number Two.

14. In the event the Letter to Airmen and revised Standard Instrument Departure Procedure referenced in Paragraph 12 above is not filed with the Court by the County within twenty-four (24) months of the Approval Date, Plaintiffs will have the right to reinstate Counts I, II and III and such claims shall be deemed to relate back to the date of the filing of the civil action; BUT IN NO CASE shall Plaintiffs have the right to reinstate Counts V and VI or any claims released by Release Number One.

15. Contemporaneous with execution of this Agreement the Parties shall execute the Stipulated Order of Dismissal and Stay of Proceedings ("Stipulated Order" attached at Exhibit "F" hereto), Trump and the Club shall execute Release Number One and Release Number Two (attached at Exhibits "C" and "D" hereto) and the County and Pelly shall execute the release attached as Exhibit "E" hereto, but the Stipulated Order and Releases shall not become effective until the Effective Date. Release Number Two shall be held in Escrow by counsel for the County and shall be delivered to the County upon the filing with the Court of the Letter to Airmen and revised SID in accordance with paragraphs 3, 4 and 12 above.

16. Trump shall, prior to the Approval Date and as an express condition of approval by the County and Pelly, deliver to the County a title search report issued by a licensed title company setting forth the name of the record title holder and any other record interests in Mar-A-Lago as of a date as near as reasonably possible to the Approval Date, but not more than (30) days prior to the Approval Date. The Club shall not convey title to or any interest in Mar-A-Lago prior to the Approval Date.

17. ~~Within ten (10) days after the Approval Date, the County shall file the Stipulated Order with the Court and shall provide Trump and the Club with a file-stamped copy of said document.~~

18. Trump and the Club, and their representatives, successors, or assigns, shall provide to any person or entity acquiring a real property interest or stock or other financial interest in Mar-A-Lago and/or the Club, at a time at least five (5) days prior to the actual transfer of such interest, a copy of the Notice attached at Exhibit "G".

19. Trump and the Club, and their representatives, successors, or assigns, shall provide to any person or entity acquiring or purchasing membership in the Club or any successor thereof at any time after the Approval Date, at a time prior to the

actual acquisition or purchase of such interest, a copy of the Notice attached at Exhibit "G".

COOPERATION REQUIRED

20. Trump and the Club acknowledge that the County's undertakings pursuant to this Agreement may not be fully accomplished without the cooperation of certain nonparties to this agreement, including most specifically, the FAA and the Airlines operating flights at PBIA. Trump and the Club agree that they will cooperate to the fullest extent possible with the County in seeking FAA approval of the procedures and systems set forth above, including, but not limited to, attending meetings with FAA or other government or airline officials, if the County, upon reasonable advance notice, requests such attendance or other support. Each of the parties to this Agreement (Trump, the Club and the County) shall provide the other parties to this Agreement with reasonable notice (at least three days) of any meetings between them and the FAA or other federal agencies, the purpose of which is to discuss the implementation, application or approval of any provisions of this Agreement. No party shall object to the participation of the other parties in such meetings, should their attendance be approved by the FAA or other federal agency.

21. Regardless of the level of cooperation demonstrated by Trump and the Club, Trump and the Club agree that they will not unreasonably interfere with the County's efforts to obtain whatever approvals or agreements consistent with the terms of this Settlement Agreement that may be required from non-parties to this Agreement in order for the County to satisfy its obligations under this Agreement. Any such unreasonable interference by Trump, the Club or any of their representatives shall be considered a material breach and shall be deemed to release the County from taking any further actions to satisfy its obligations under this Agreement (e.g., the filing with the Court of the Letter to Airmen and/or the revised SID), but shall not release Trump and the Club from their obligations under this Agreement, including specifically their agreement to dismiss with prejudice all claims brought in the Civil Action and the release of claims in accordance with Release Number One and Release Number Two.

GENERAL PROVISIONS

22. The parties agree as a condition of this Settlement Agreement that the Lease attached at Exhibit "B" shall be executed by the parties to the Lease on or before the Approval Date.

23. Trump, the Club, the County, and Pelly recognize that by entering into this Agreement, no party to the Civil Action shall be deemed to have admitted any allegation or contention of any opposing party in such litigation. By entering into this Agreement, the County does not admit or imply that aircraft operations at PBIA now constitute or in the future may constitute a nuisance or trespass, or that any private property in the vicinity of PBIA has been or will be "taken" or condemned as a result of aircraft operations at PBIA.

24. This Agreement is not intended to require the County to enact any particular ordinance or rule for the operation of PBIA. None of the provisions of this Agreement shall be construed to preclude or prevent the County from taking any actions not specifically set forth in this Agreement, including other actions that may reduce noise or other potential impacts of operations at PBIA to areas in proximity to the Airport, as well as actions that might result in an increase in the number of aircraft operations or a change in the type of aircraft operations.

25. This Agreement shall not be construed to require the County to file a complaint or to participate in any legal action or other proceeding against the FAA or against any other person or entity in order to satisfy its obligations under this Agreement.

26. None of the provisions of this Agreement shall be construed to preclude or limit the right of Trump or the Club to bring a legal action against any person or entity not a party to this Agreement or to request that the Federal Aviation Administration take additional actions that may result in decreased noise impacts at Mar-A-Lago. None of the provisions of this Agreement shall be construed to preclude or limit the right of the County or Pelly to bring or participate in a legal action against any person or entity not a party to this Agreement.

27. This Agreement may be altered, amended or modified only by an instrument in writing executed by Trump, the Club, the County, and Pelly. Neither this Agreement, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by an instrument in writing.

28. The Headings herein are for convenience only and should not be considered binding provisions of this Agreement.

29. All parties to this agreement acknowledge the accuracy of the statements contained herein, including those factual statements contained in the Recitals set forth above, and the parties further enter into this Agreement in direct reliance upon the accuracy of the statements contained herein.

30. This Agreement shall be binding upon and shall inure to the benefit of the successors of Trump, the Club, the County, and Pelly.

31. There are no payments to be made as part of or as a result of this Agreement. The existing Preferred Flight Tracks in use at PBIA are not being changed or moved as part of or as a result of this Agreement. The intent of this Agreement is to attempt to achieve maximum adherence to the Preferred Flight Tracks.

32. Each party shall be responsible for their own costs and attorneys' fees related to the litigation and dispute described herein.

33. Any notice required under this agreement shall be in writing and shall be sent to the following:

Notice to the County: Mr. Bruce V. Pelly
Director
Department of Airports
Palm Beach International Airport
Building 846
West Palm Beach, FL 33406-1491

Notice to the Club: Mar-A-Lago Club, L.L.C.
c/o David R. Atkinson, Esq.
Gunster, Yoakley, Valdes-Fauli
& Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401

and

Paul Rampell, Esq.
125 Worth Avenue
Palm Beach, FL 33480

Notice to Trump:

Donald J. Trump
c/o David R. Atkinson, Esq.
Gunster, Yoakley, Valdes-Fauli
& Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401

and

Paul Rampell, Esq.
125 Worth Avenue
Palm Beach, FL 33480

ATTEST:

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKEN, CLERK,

By: *Alan T. Fuller*
Deputy Clerk



[Signature] SEP 03 1996
Chairman

(SEAL)

R96 1276D

Approved as to Form
and Legal Sufficiency:

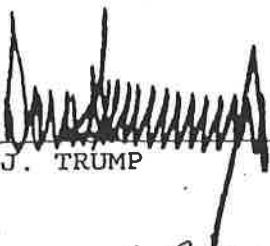
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ~~_____~~
County Attorney

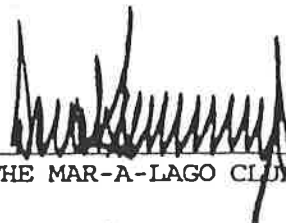
[Signature]
COUNTY ATTORNEY

IN WITNESS WHEREOF, Trump, the Club, the County, and Pelly
have executed this Agreement.

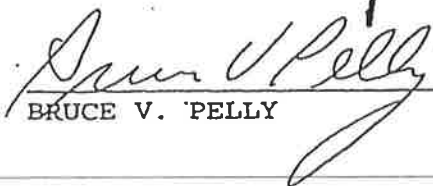
SIGNATURES



DONALD J. TRUMP



THE MAR-A-LAGO CLUB, L.L.C.



BRUCE V. PELLY

0220676.05

Being all that part of the North 610.00 feet of the South 1170.00 feet of Government Lot 2 of Section 35, Township 43, South, Range 43 East, in the Town of Palm Beach, Palm Beach County, Florida, lying West of Ocean Boulevard (State Road A1A) Right of Way and more particularly described as follows, to-wit:

Beginning at a point on the West face of an existing seawall on the East shore of Lake Worth, which point is 560.00 feet North of, measured at right angles, to the South line of Government Lot 2 of said Section 35; thence North 6°09'22" West along the West face of said seawall for a distance of 77.32 feet; thence North 10°23'23" East along the West face of said seawall for a distance of 539.50 feet to a point in the South line of BINGHAM-COPP TRACT, a subdivision recorded in Plat Book 18, Page 6, Palm Beach County Public Records; thence run South 88°12'07" East along the South line of said BINGHAM-COPP TRACT for a distance of 1134.10 feet to a point in the Westerly right-of-way line of Ocean Boulevard (State Road A1A); thence run South 0°09'07" East for a distance of 82.59 feet to a point of curvature; thence run Southerly along the arc of a curve concaved to the Southwest having a radius of 1412.69 feet and a central angle of 3°03'00" for a distance of 75.20 feet to a point of tangency; thence run South 2°53'53" West for a distance of 176.28 feet to a point of curvature; thence run Southwesterly along the arc of a curve concaved to the Northwest having a radius of 2968.36 feet and a central angle of 2°27'30" West for a distance of 127.36 feet to a point of compound curvature; thence continue Southwesterly along the arc of a curve, concaved to the Northwest having a radius of 158.68 feet and a central angle of 86°26'30" for a distance of 239.40 feet to a point of tangency; thence run North 88°12'07" West along the North line of Southern Boulevard (State Road 80) for a distance of 1040.43 feet to the POINT OF BEGINNING, containing 16.3760 Acres, more or less;

and

The West one-half (W 1/2) of Lot 20 and the South 15 feet of the East one-half (E 1/2) of Lot 20 and the South 15 feet of the West one-half (W 1/2) of Lot 21, all in BINGHAM-COPP TRACT, a subdivision in the Town of Palm Beach, Palm Beach County, Florida, as recorded in Plat Book 18, Page 6, Palm Beach County Public Records, containing 0.1894 acres, more or less;

Together with an easement for the use of the tunnel under South Ocean Boulevard (State Road A1A) as described in that certain Quit Claim Easement Deed recorded in Official Record Book 2327, Page 1970 of the Palm Beach County Public Records;

and

Being the South 358.00 feet of the North 403.00 feet of the South 1170.00 feet of Government Lot 2, Section 35, Township 43 South, Range 43 East, Palm Beach County, Florida, lying East of Ocean Boulevard (State Road A1A) as now laid out and in use; together with all riparian and littoral rights, if any, thereunto appertaining.

EXHIBIT "A"

RELEASE NUMBER ONE

RELEASE BY DONALD J. TRUMP

WHEREAS, DONALD J. TRUMP ("Trump"), the MAR-A-LAGO CLUB, L.L.C. (The "Club"); PALM BEACH COUNTY, FLORIDA ("County"), and BRUCE V. PELLY ("Pelly") have executed an agreement ("Settlement Agreement") which amicably resolves a civil action styled Mar-A-Lago Club, L.L.C. and Donald J. Trump v. Palm Beach County and Bruce V. Pelly ("Civil Action"), bearing Case No. CL-95-4777-AH, in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida ("Court"); and

WHEREAS, an entity initially controlled by Trump and the County have executed a lease of approximately 215 acres of real property owned by the County and more particularly described in the Lease attached as Exhibit "B" to the Settlement Agreement; and

WHEREAS, Bruce V. Pelly is an employee of the County holding the position of "Director of Airports" who participated in the negotiation of the Lease;

KNOW ALL MEN BY THESE PRESENTS:

That DONALD J. TRUMP, first party, for valuable consideration received from or on behalf of PALM BEACH COUNTY,

FLORIDA, second party, and Bruce Pelly, third party,¹ as set forth in the Settlement Agreement, the receipt of whereof is hereby acknowledged,

HEREBY, for himself and for his legal representatives, agents, successors, heirs, or assigns, does, as of the "Effective Date" as defined in Paragraph 1h. of the Settlement Agreement, remise, release, acquit, satisfy, waive, and forever discharge the said second party (including past, present and future elected officers, employees, agents, and representatives thereof), and third party, his legal representatives, agents, successors, heirs, or assigns, of and from all manner of action and actions, cause and causes of action (common law, statutory or constitutional), suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgment, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any representative, agent, successor, heir or assign of said first party hereafter can, shall, or may have against the second or third party, for, based upon, or

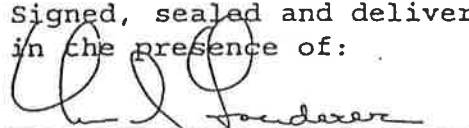
¹ Wherever used herein the terms "first party", "second party", and "third party" shall include singular and plural, legal representatives, agents, heirs, successors, and assigns, wherever the context so admits or requires.

in any way related directly or indirectly to the negotiation of a lease or other transfer of the property or a portion of the property referred to in the Lease including, but not limited to, claims of fraud and promissory estoppel which were or could have been raised by the first party in the Civil Action. This release shall not apply to any claims that accrue after the "Approval Date" as defined in Paragraph 1.g. of the Settlement Agreement.

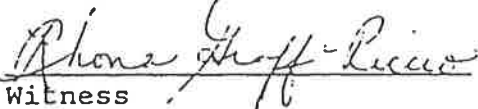
IN WITNESS WHEREOF, the said first party has caused these

presents to be executed this 26th day of August, 1996.

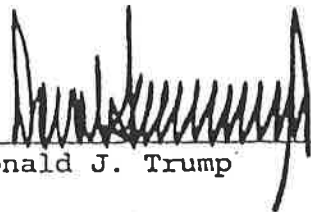
Signed, sealed and delivered
in the presence of:


Witness

Norma I. Foerdexer
Print Name


Witness

RHONA GRAFT-RICCI
Print Name


Donald J. Trump

0217840.01

RELEASE NUMBER TWO

RELEASE BY THE MAR-A-LAGO CLUB, L.L.C. and DONALD J. TRUMP

WHEREAS, DONALD J. TRUMP ("Trump"), the MAR-A-LAGO CLUB, L.L.C. (The "Club"), PALM BEACH COUNTY, FLORIDA ("County"), and BRUCE V. PELLY ("Pelly") have executed an agreement ("Settlement Agreement") which amicably resolves a civil action styled Mar-A-Lago Club, L.L.C. and Donald J. Trump v. Palm Beach County and Bruce V. Pelly ("Civil Action"), bearing Case No. CL-95-4777-AH, in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida ("Court"); and

KNOW ALL MEN BY THESE PRESENTS:

That MAR-A-LAGO CLUB, L.L.C., first party, and DONALD J. TRUMP, second party, for valuable consideration received from or on behalf of PALM BEACH COUNTY, FLORIDA, third party,^v as set forth in the Settlement Agreement, the receipt whereof is hereby acknowledged,

HEREBY, said first party and said second party for themselves and their legal representatives, agents, successors, heirs, or assigns, does, as of the date upon which the Court presiding over

^v Wherever used herein the terms "first party", "second party", and "third party" shall include singular and plural, legal representatives, agents, heirs, successors, and assigns, wherever the context so admits or requires.

RELEASE NUMBER TWO - 1

EXHIBIT "D"

the Civil Action executes an Order in accordance with the terms of the Settlement Agreement, dismissing with prejudice Counts I through III of the Civil Action, remise, release, acquit, satisfy, waive, and forever discharge the said third party (including past, present and future elected officers, employees, agents, and representatives thereof) of and from all manner of action and actions, cause and causes of action (common law, statutory or constitutional, including, but not limited to nuisance, trespass and inverse condemnation), suits, debts, dues, sums of money, accounts, 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 or second party ever had, now has, or which subsequently may arise, accrue or mature, or which any representative, agent, successor, heir or assign of said first party hereafter can, shall, or may have, against the third party, for, based upon, or in any way related directly or indirectly to all claims existing or potential, permanent or continuing, against the County and its employees and representatives, relating to alleged damages or injury to Mar-A-Lago, its owners, occupants and environs relating to aircraft noise, vibration, fumes, fuel residue or other effects or impacts

from aircraft overflights, resulting from aircraft departing or arriving PBIA. Provided, however, that any claims relating to future changes in flight tracks or operations at PBIA that result in FAA-approved flight tracks being moved closer to Mar-A-Lago than the existing Preferred Flight Tracks or any claim that relates to an Ldn noise level at Mar-A-Lago which is more than 1.5 dB Ldn above 61.1 dBA Ldn (which the County and its consultant represent and warrant to be the true and accurate noise level at Mar-A-Lago as of 1995 and obligations imposed under the Settlement Agreement, and any injury or damage resulting from direct physical contact or invasion by an aircraft on the Mar-A-Lago property, are expressly excluded from this Release.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed this 27 day of August, 1996.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

Thomas I. Forstner
Print Name

[Signature]
Witness

Thomas I. Forstner
Print Name

[Signature]
Donald J. Trump

Print Name [Signature]

Witness

[Signature]
for The Mar-A-Lago Club, L.L.C.

Barbara I. Foerdoer
Print Name

[Signature]
Witness

Barbara I. Foerdoer
Print Name

0220681.02

RELEASE BY PALM BEACH COUNTY AND BRUCE V. PELLY

WHEREAS, DONALD J. TRUMP ("Trump"), the MAR-A-LAGO CLUB, L.L.C. (The "Club"), PALM BEACH COUNTY, FLORIDA ("County") and BRUCE V. PELLY ("Pelly"), have executed an agreement ("Settlement Agreement") which amicably resolves a civil action styled Mar-A-Lago Club, L.L.C. and Donald J. Trump v. Palm Beach County and Bruce V. Pelly ("Civil Action"), bearing Case No. CL-95-4777-AH, in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida ("Court");

KNOW ALL MEN BY THESE PRESENTS:

That the COUNTY and PELLY, for valuable consideration received from or on behalf of TRUMP and the CLUB, as set forth in the Settlement Agreement, the receipt whereof is hereby acknowledged,

HEREBY, the COUNTY and PELLY, for themselves and their legal representatives, agents, successors, heirs, employees, and assigns, do, as of the "Effective Date" as defined in Paragraph 1h. of the Settlement Agreement, remise, release, acquit, satisfy, waive, and forever discharge TRUMP and the CLUB, and their respective successors, affiliates, agents, employees, heirs, representatives, and assigns of and from all manner of action and actions, cause and causes of action (common law, statutory or constitutional), suits, debts, dues, sums of money, accounts,

reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the COUNTY or PELY ever had or now has, relating in any way to any claims which were brought in the Civil Action, could have been brought in the Civil Action, or could be brought as a result of the Civil Action, including but not limited to any claims for malicious prosecution, and any claims that relate directly or indirectly to the negotiation of a lease or other transfer of the property described in the Lease attached as Exhibit B to the Settlement Agreement. This Release shall not apply to any claims that accrue after the "Approval Date" as defined in Paragraph 1.g. of the Settlement Agreement.

IN WITNESS WHEREOF, the County and Pelly have executed this release this _____ day of SEP 03 1996, 1996.

Signed, sealed and delivered in the presence of:

Gloria Madison
Witness

Gloria Madison
Print Name

Marietta Burton
Witness

Marietta BURTON
Print Name

[Signature] SEP 03 1996
FOR PALM BEACH COUNTY
R96 1276D

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

ROBERT H. WILKEN, CLERK
Board of County Commissioners
[Signature]
DEPUTY CLERK



Gloria Madison
Witness

Bruce V. Pelly
BRUCE V. PELLY

Gloria MADISON
Print Name

Marietta Burton
Witness

Marietta BURTON
Print Name

0220478.01

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

CASE NO. CL-95-4777-AH

THE MAR-A-LAGO CLUB, L.L.C.;
and DONALD J. TRUMP,

Plaintiffs,

v.

PALM BEACH COUNTY; and
BRUCE V.. PELLY,

Defendants.

STIPULATED ORDER OF DISMISSAL
AND STAY OF PROCEEDINGS

THE PARTIES, by and through their undersigned counsel, advise the Court that they have entered into an Agreement (the "Settlement Agreement", a copy of which is attached as Exhibit "A"), and the parties respectfully request that the Court enter the Stipulated Order of Dismissal and Stay of Proceedings set forth below.

GUNSTER, YOAKLEY, VALDES-FAULI &
STEWART, P.A.
Suite 500, East Tower
777 S. Flagler Drive
West Palm Beach, FL 33401
(407) 655-1980
Attorneys for Plaintiffs

By: _____

David R. Atkinson
Fla. Bar #0767239

~~STIPULATED~~ "F"

Cutler & Stanfield
700 14th Street, N.W.
10th Floor
Washington, D.C. 20005
202-624-8400
Attorneys for Defendants

Palm Beach County Attorney's
Office
301 North Olive Avenue
West Palm Beach, FL 33401
407-355-2225
Attorneys for Defendants

By: _____
Perry M. Rosen

By: _____
Gordon P. Selfridge
Fla. Bar #184089

STIPULATED ORDER

THIS MATTER, having come before the Court on the Stipulation of the parties, and the Court being fully advised in the premises hereof, it is hereby

ORDERED AND ADJUDGED that:

1. Count V (Fraud) and Count VI (Promissory Estoppel) of the First Amended Complaint¹ are hereby dismissed with prejudice. Count I (Nuisance), Count II (Trespass) and Count III (Inverse Condemnation) are stayed pending the County's compliance with its obligations set forth in Paragraphs 2 through 6 of the Settlement Agreement. Counts I, II and III of the First Amended Complaint shall be dismissed with prejudice upon the County, after giving notice to Plaintiff's counsel, filing with the Court (a) the Letter

¹ The First Amended Complaint contains only five counts. Plaintiffs erroneously numbered Counts V and VI in that pleading.

to Airmen issued in accordance with the procedures referenced in Paragraphs 3 and 4 of the Settlement Agreement, and (b) a revised Standard Instrument Departure Procedure issued in accordance with the procedures referenced in Paragraphs 5 and 6 of the Settlement Agreement.

2. In the event the Letter to Airmen and Revised Standard Instrument Departure Procedure are not issued in accordance with the Settlement Agreement and filed with the Court by the County within 24 months of the Approval Date as set forth in the Settlement Agreement, upon motion by Plaintiffs, the stay of proceedings shall be lifted and Plaintiffs will have the right to proceed with their civil action on Counts I, II and III of the First Amended Complaint.

3. Each party shall bear their own attorneys' fees and costs associated with this action.

DONE AND ORDERED in chambers in West Palm Beach, Palm Beach County, Florida this _____ day of _____, 1996.

Harold J. Cohen
Circuit Court Judge

COPIES FURNISHED TO:

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Palm Beach County Attorney's
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301 North Olive Avenue
West Palm Beach, FL 33401

0221592.01

NOTICE

The Mar-A-Lago Club, Donald J. Trump and Palm Beach County entered into an agreement pertaining to the impacts of aircraft noise and air traffic at Palm Beach International Airport. This agreement as well as detailed information about Palm Beach International Airport's flight operations are available upon request at the Club's offices.

THE MAR-A-LAGO CLUB, L.L.C.

By: _____