

EXHIBIT 32

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 07-80050-CIV-DTKH/JMH

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

Plaintiff,

vs.

TOWN OF PALM BEACH,

Defendant.

**JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT, CONTINUE
AND ABATE MATTER WHILE SETTLEMENT TERMS ARE COMPLETED**

The Parties, Mar-A-Lago, L.L.C., L.C., Plaintiff, and the Town of Palm Beach, Defendant, through counsel, file this Joint Motion for Court approval of the Parties' mediated settlement agreement and for an abatement and continuance of the case to allow the completion of the terms of the parties settlement and in support thereof, state as follows:

1. On December 21, 2006, Plaintiff commenced this action in Palm Beach County Circuit Court. On January 18, 2007, Defendant filed a notice of removal to this Court. (Doc. No. 1). On February 16, 2007, this Court entered an order bifurcating this case into two phases. (Doc. No. 6).

On February 28, 2007, this Court entered an Order denying remand of the state claims to state court. (Doc. No. 19).

2. In connection with Phase 1, the Court entered an Order on February 16, 2007 which set the Phase 1 trial, set the pretrial discovery requirements, along with other pretrial requirements, and ordered the Parties to mediation. (Doc. No. 7).

3. In compliance with the Court's order to mediate, the Parties spent April 16, 2007 in mediation with The Honorable William Rutter, Jr. and the morning of April 17, 2007 in settlement discussions. As a result, the Parties agreed to settlement terms and a Mediation Disposition Report was filed by Judge Rutter on April 18, 2007. (Doc. No. 48). A copy of the executed Memorandum of Understanding and Report of Court Ordered Mediation is attached hereto as Exhibit "A."

4. On Saturday April 21, 2007, following a closed door session of the Palm Beach Town Council, the Council held a public meeting and approved the settlement terms reached through mediation.

5. As part of the settlement, Plaintiff will promptly apply for a zoning variance and construction permit to place

a 70 foot flag pole in a new agreed upon location on the Mar-A-Lago property, along with an American flag of the same current size. The Town will waive the Code Enforcement Board fines against Mar-A-Lago and Mr. Trump will contribute \$100,000 to charities agreed to between the Parties. Further, the Parties will exchange mutual releases in the manner and form attached hereto as Exhibit "B."

6. Once the terms set forth in paragraph 5 above are completed and approval by the Town of the zoning variance requested by Plaintiff and issuance of the construction permit is obtained, the settlement will be concluded. The approval and permit process takes between 3 and 4 months. (See Declaration of Peter Elwell, Town Manager, attached hereto as Exhibit "C.").

7. The Parties request that the Court approve the settlement entered into between the Parties, as set forth in Exhibit A, mandate that the Parties promptly comply with the terms, including application by Mar-A-Lago for the permit and variance and approval of such applications by the Town, and retain jurisdiction to enforce the terms.

8. Further, while the settlement terms are being consummated, the Parties request that the action be stayed and removed from the Court's June trial calendar and that the matter be continued. Once the terms are completed, the parties will notify the Court immediately and will dismiss the pending litigation with prejudice.

9. The Parties' request to stay and continue the matter allows the settlement reached by the Parties pursuant to the Court ordered mediation to be consummated, in full and complete resolution of this matter, without the Parties incurring unnecessary expenses in continuing to litigate the matter and further operates to preserve judicial economy by not only taking the matter off of the Court's trial calendar but relieving the Court of consideration of the Parties pending motions.

10. In accordance with Local Rule 7.1, attached hereto as Exhibit D is a proposed order. If the Court should desire, the Parties are available for a hearing or telephonic conference to discuss the settlement, motion and proposed order.

WHEREFORE, the Parties request that this Court grant their Joint Motion to approve the settlement, continue and abate the action.

Respectfully submitted,

BEDELL DITTMAR DeVAULT
PILLANS & COXE

JAMES K. GREEN, P.A.

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COUNSEL FOR DEFENDANT

COUNSEL FOR PLAINTIFF

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO: 07-80050-Civ-DTKH/JMH

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

Plaintiff,

vs.

NOT TO BE FILED WITH THE COURT

TOWN OF PALM BEACH, a
Florida municipal corporation,

Defendant.

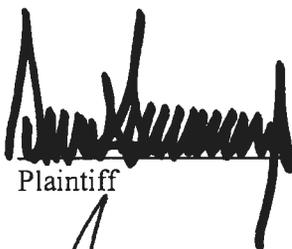
**MEMORANDUM OF UNDERSTANDING AND REPORT OF COURT ORDERED
MEDIATION**

A mediation conference was held on April 16-17, 2007 for this case. Mediator, R. William Rutter, Jr. Conducted the Mediation. All parties were present.

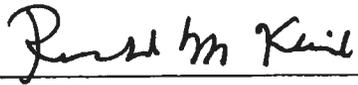
1. Mar-A-Lago will apply for a permit and variance to accomplish this settlement.
2. A 70-foot flag pole shall be put in a new location approximately 140 feet west and 60 feet south from existing pole, as approximately shown on Exhibit A attached hereto.
3. Mar-A-Lago shall contribute \$100,000 to charities agreed to between parties dealing with Iraq War Veterans, American Flag or the local VA hospital.
4. The Town will waive the Code Enforcement Board fines against Mar-A-Lago, which presently are approximately \$120,000.
5. The Town, in good faith, will review its ordinances and codes dealing with flag poles and flags during the next zoning season.
6. The parties shall forthwith file a Motion to Enlarge Time to respond to various motions and other deadlines in federal court pending finalization of settlement.
7. Once the terms of settlement are finally agreed to by the Town Council and Mr. Trump the

parties seek to abate law suit.

- 8. Once the variance and permit are granted and all terms of the settlement are finalized, the suit will be dismissed with prejudice.
- 9. The parties shall exchange mutual general releases.
- 10. The parties shall prepare ^{A 17 JUN} joint statement for public dissemination regarding the terms of the settlement and agree not to go outside the scope of statement in ^{THEIR} discussions with the media. ^{10 JUN 14 JUN}
- 11. This settlement is subject to approval by ^{THE} Town of Palm Beach Town Council. If the settlement is not approved, the case shall proceed to trial.



 Plaintiff



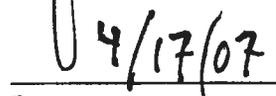
 Defendant



 Plaintiff's Attorney



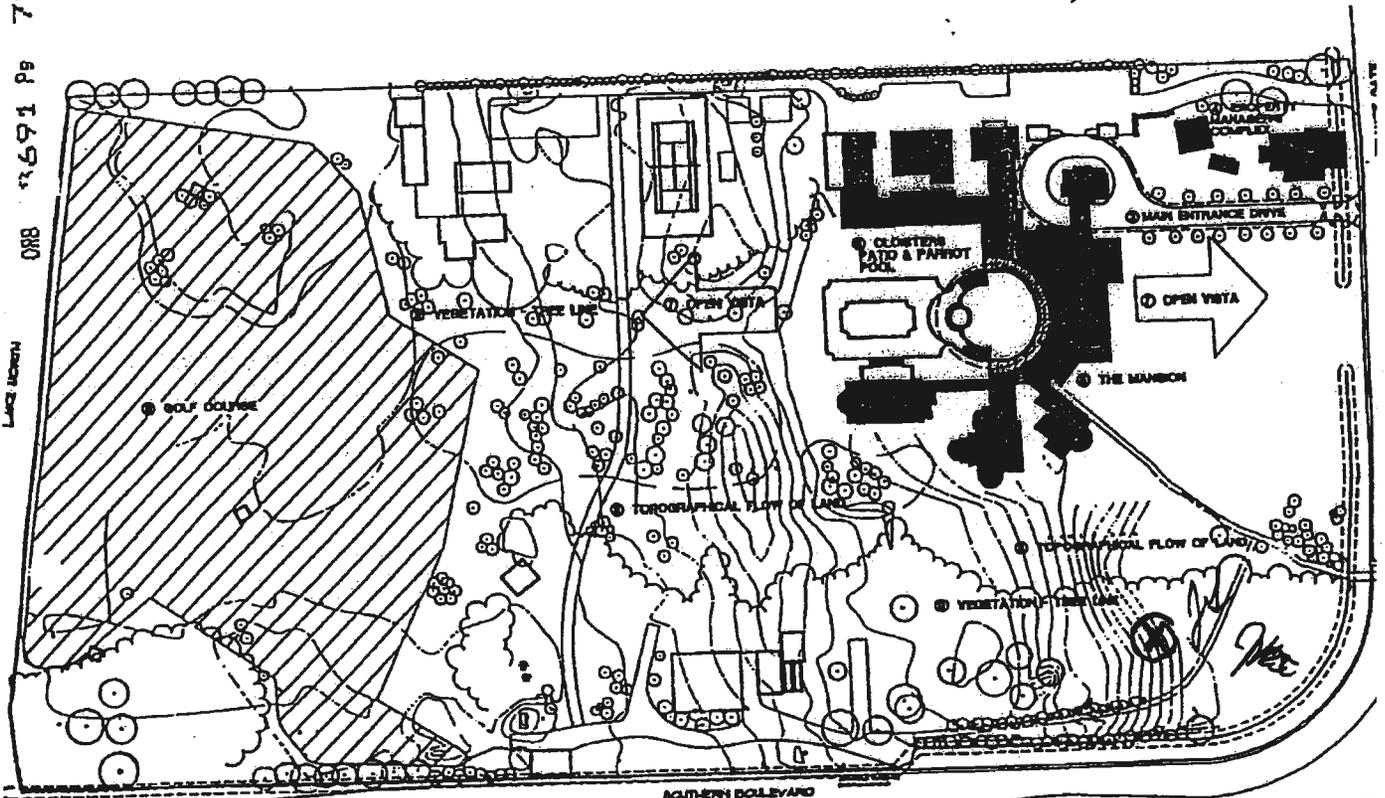
 Defendant's Attorney



 Date

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

088 11691 P9 797



EXTERIOR OPTICAL FEATURES THE MAR-A-LAGO CLUE PALM BEACH EXHIBIT B

MUTUAL RELEASE

This Mutual Release is entered into this ___ day of May, 2007 by and between Mar-A-Lago, L.L.C., L.C. ("the Club") on the one hand and the Town of Palm Beach on the other hand ("the Town"). In consideration of the mutual releases given herein, the Club and the Town completely and totally release, acquit, relinquish, and forever discharge each other, including their officers, directors, employees, partners, owners, successors and assigns, from any and all claims, demands, damages, causes of action, and suits of any kind or nature whatsoever arising from the facts alleged in the lawsuit styled: Mar-A-Lago, L.L.C., L.C. v. Town of Palm Beach, bearing Case No.: 07-80050-Civ-DTKH/JMH, and pending before the United States District Court for the Southern District of Florida (which was removed from the Circuit Court, Fifteenth Judicial Circuit, in and for Palm Beach County, Florida Case No.: 50-2006-CA-14069). Additionally, Plaintiff agrees not to initiate or cause to be initiated any claim which could have been raised against the Town prior to the filing of this lawsuit, but shall not be precluded from benefitting from any relief or monetary award which may result from any claim or cause of action initiated by a third party.

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

_____ Date _____
 By: _____ (name)
 Its: _____ (title)

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me this ____ day of April, 2007 by _____ as _____ of Mar-A-Lago, L.L.C., L.C., who is personally known to me and who took an oath administered by me.

_____ (Signature of Notary) _____ (Typed/Printed Name of Notary)

TOWN OF PALM BEACH

_____ Date _____
 By: _____ (name)
 Its: _____ (title)

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me this ____ day of April, 2007 by _____ as _____ of Town of Palm Beach, who is personally known to me and who took an oath administered by me.

_____ (Signature of Notary) _____ (Typed/Printed Name of Notary)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 07-80050-CIV-DTKH/JMH

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

Plaintiff,

vs.

TOWN OF PALM BEACH,

Defendant.

**DECLARATION OF PETER B. ELWELL
IN SUPPORT OF JOINT MOTION**

1. I am a resident of Palm Beach County, Florida and am over twenty-one (21) years of age. I am employed as and am the duly qualified and acting Town Manager of the Town of Palm Beach and as such am authorized to make the statements contained herein.

2. All of the statements contained herein are based upon my personal knowledge.

3. This declaration is submitted in support of the Joint Motion to Approve Settlement and to Abate and Continue the matter to allow the completion of the terms of the parties mediated settlement.

4. On April 17, 2007, Richard Kleid, on behalf of the Town, and Donald Trump, on behalf of Mar-A-Lago, entered into a Memorandum of Understanding resolving this matter, subject to approval by the Palm Beach Town Council.

5. On Saturday April 21, 2007, the Palm Beach Town Council held a closed door session to discuss the Memorandum of Understanding and thereafter held a public meeting at which the Council voted 5-0 to approve the settlement terms reached through mediation.

6. Mar-A-Lago will apply for a variance and a building permit for its flag and flag pole consistent with the terms of the agreement.

7. The process for approval of a submission of a variance request and building permit application may take between 3 and 4 months. Accordingly, I anticipate the process being completed by September 2007, at which time the parties will dismiss the matter in accordance with the settlement terms.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of April, 2007.



Peter B. Elwell

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 07-80050-CIV-DTKH/JMH

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

Plaintiff,

vs.

TOWN OF PALM BEACH,

Defendant.

**ORDER ON JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT,
CONTINUE AND ABATE MATTER WHILE SETTLEMENT
TERMS ARE COMPLETED**

This cause came on to be heard on the Parties Joint Motion to Approve Settlement Agreement, Continue and Abate Matter While Settlement Terms are Completed as a result of the mediated settlement reached between the Parties. The Court, having considered same and finding that it is in the best interests of the Parties and the court to approve the settlement and abate the matter while the settlement is consummated, it is hereby

ORDERED and ADJUDGED that the Joint Motion is GRANTED. The Settlement Agreement entered into between the Parties is approved and the Parties are ordered to promptly comply with the terms thereof, including application by Mar-A-Lago for the permit and variance and approval of such applications by the

Town. While the settlement is being consummated, the Phase 1 Trial is removed from the Court's June calendar and the matter is abated until further order of the Court.

Further, the Court retains jurisdiction to enforce the terms of the settlement.

DONE AND SIGNED in Chambers at West Palm Beach, Florida
this ___ day of _____, 2007.

Daniel T.K. Hurley
United States District Judge

cc.

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