

## SETTLEMENT AGREEMENT

WHEREAS, an application for certain approvals has been filed with the Atlantic Highlands Planning Board by Henry F. Wolff, III, Esq., on behalf of Michael S. Zlata and Kevin J. Clancy ("Applicants"), designated as PB #22-12, for property situate at 87 Memorial Parkway, Atlantic Highlands, Block 61, Lot 4; and

WHEREAS, an objection to such application has been proffered by Larry S. Loigman, Esq., on behalf of Paulette Moller ("Objector"), an adjoining property owner residing at 81 Memorial Parkway, Atlantic Highlands; and

WHEREAS, the parties, through their respective attorneys, have engaged in settlement negotiations which have led to agreement as to the following terms, to wit:

1. Objector shall waive any and all objections to Applicants' request for Planning Board approval.
2. If the Planning Board grants approval to Applicants, then Applicants shall request that the resolution granting approval include these terms:
  - a. The garage structure shall not be utilized as a residence at any time. Applicants shall execute and record a deed, restricting use of the garage structure to storage purposes only, and prohibiting its use as a residence, either transient or permanent. The deed shall establish a covenant running with the land, which shall be enforceable by any resident or by the Borough of Atlantic Highlands.
  - b. During the construction or renovation of the garage, all construction vehicles, building materials, garbage bins and debris shall be confined to Applicants' property. No construction vehicles, building materials, garbage bins or debris shall be allowed, suffered or permitted to be placed or fall upon the property of Objector. To the greatest extent possible, Applicants will shield from Objector's view any construction vehicles, building materials, garbage bins and debris.
3. Applicants agree to be bound by these terms, whether or not they are included in the Planning Board's resolution.
4. This agreement is based on the plans submitted as of this date. If new or different plans are submitted after this date, Objector may renew her objections.

NOW, THEREFORE, intending to be legally bound, the parties have executed this Settlement Agreement on June , 2023.

Witness:

Michael Zlate  
Michael S. Zlate, Applicant

Kevin J. Clancy  
Kevin J. Clancy, Applicant

Henry F. Wolff  
Henry F. Wolff, III, Esq.  
Attorney for Applicants

Paulette Moller  
Paulette Moller, Objector

Larry S. Loigman  
Larry S. Loigman, Esq.  
Attorney for Objector