



TOWN OF PALM BEACH

Town Manager's Office

TOWN COUNCIL MEETING DEVELOPMENT REVIEW

TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

DECEMBER 10, 2014

9:30 AM

For information regarding procedures for public participation at Town Council Meetings, please refer to the end of this agenda.

I. CALL TO ORDER AND ROLL CALL

Mayor Gail L. Coniglio
Robert N. Wildrick, President
William J. Diamond, President Pro Tem
Richard M. Kleid
Michael J. Pucillo
Penelope D. Townsend

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. COMMENTS OF MAYOR GAIL L. CONIGLIO

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

VI. APPROVAL OF AGENDA

VII. PUBLIC HEARINGS

- A. **RESOLUTION NO. 191-2014** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying and Confirming the Determination of the Landmarks Preservation Commission that the Property Known as 177 Clarendon Avenue Meets the Criteria Set Forth in Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach;

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and Designating Said Property as a Town of Palm Beach Landmark Pursuant to Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach.

John S. Page, Director of Planning, Zoning and Building

- B. **RESOLUTION NO. 192-2014** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying and Confirming the Determination of the Landmarks Preservation Commission that the Property Known as 189 Bradley Place Meets the Criteria Set Forth in Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach; and Designating Said Property as a Town of Palm Beach Landmark Pursuant to Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach. Page 41

John S. Page, Director of Planning, Zoning and Building

- C. **RESOLUTION NO. 193-2014** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying and Confirming the Determination of the Landmarks Preservation Commission that the Property Known as 1545 N. Ocean Way Meets the Criteria Set Forth in Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach; and Designating Said Property as a Town of Palm Beach Landmark Pursuant to Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach. Page 67

John S. Page, Director of Planning, Zoning and Building

VIII. DEVELOPMENT REVIEWS

A. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

- a. **SITE PLAN REVIEW #8-2014 WITH VARIANCE (MODIFIED)**
The application of Coral Beach Corporation; relative to property commonly known as **160 Seaview Avenue**; described as Lot 4 and the West 65' of Lot 5, THE EAST PLAZA, Plat Book 16, Page 78, of the Public Records of Palm Beach County, Florida; located in the R-B Zoning District. The applicant is proposing to build a 7,092 square foot (5,788 square feet enclosed) two-story home. Site Plan Review is requested to allow a single family home to be built on two (2) existing non-conforming platted lots with depths of 99.07 feet in lieu of 100 feet required. Variances requested are for a point of measurement variance for building height at 13.5 feet National Geodetic Vertical Datum (NGVD) in lieu of the 11.68 feet NVGD allowed; a point of measurement variance to allow for overall building height at 13.5 feet NGVD in lieu of the 11.68 feet NGVD maximum allowed; a point of measurement for cubic content ratio to be at 14.5 feet NGVD (proposed finished first floor) in lieu of the 11.68 feet NVGD maximum allowed; and, to allow

the proposed house which is primarily designed with a flat roof to be constructed with an overall building height of 30 feet in lieu of the 25 foot maximum allowed. [Attorney: Francis X. J. Lynch]

[Architectural Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject property. Carried 5-2, Mrs. Vanneck and Ms. Grace dissenting.]

Deferred from the August 13, 2014, September 10, 2014, October 15, 2014, and November 12, 2014, Town Council Meetings

John S. Page, Director of Planning, Zoning, and Building

- b. **SITE PLAN REVIEW #13-2014 WITH SPECIAL EXCEPTIONS AND VARIANCES (MODIFIED)** The application of T3 Family Investment, LLC; relative to property commonly known as **221 & 231 Royal Poinciana Way, Sunset Avenue, 214 Sunset Avenue, 216 Sunset Avenue**; described as Lengthy Legal Description on file; located in the C-TS Zoning District. The applicant is requesting site plan approval to construct a two (2) story 73,214 square foot mixed commercial and residential use condominium development with 47,331 square foot sub-basement with 100 underground parking spaces totaling 120,545 square feet, 26,204 square feet of commercial space on the first floor and six (6) residential units on the second floor.

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Special exception approvals requested are as follows:

1. to allow residential tenancy above the first floor, as required by Section 1109(a)(3) for six (6) condominium units;
2. to allow two (2) stories as required by Section 134-1113 (8)(c);
3. to allow Testa's Restaurant to occupy 3,000 square feet of gross leasable area as required by Section 134-1109 (a)(11);
4. to allow outdoor seating for 60 outdoor seats for Testa's Restaurant as required by Section 134-1109(1)(11) and 134-1111(a).

Variances being requested are as follows:

- a. to allow underground parking facilities in sub-basement to extend on the south, west, north and east sides, into required setbacks. Proposed setbacks from property line range from 0.0 feet on the east, 4.2 feet on the south, 1.2 feet on the west and 4.1 feet on the north, all in lieu of the minimum 5 feet as required in Section 134-2179(a);
- b. to allow portions of the underground parking sub-

basement to be paved for walkways and equipment pads in lieu of being landscaped as required in Section 1324-2179(a);

- c. to allow a total of 100 off-street parking spaces in lieu of the required 178 off street parking spaces as required by Section 134-2175;
- d. to allow parking stall width to be 8.5 feet in lieu of the 9.0 feet minimum required by Section 1324-2172 due to accommodate structural columns required for the sub-basement;
- e. to allow one (1) loading bay in lieu of two (2) minimum required for the proposed 120,525 square foot building required by Section 134-2211(a);
- f. to allow for the location of a loading zone in a required front yard, contrary to Code Section 134-2211(b);
- g. to allow a building with a building height in excess of 15 feet (actual building height 30.0 feet) with front yard setbacks of 3.25 feet on Royal Poinciana Way and 3.75 feet on Sunset Avenue in lieu of 12.5 foot minimum as required by Code Section 134-1113(5)(d) in lieu of 12.5 foot minimum as required by Code Section 134-1113(5)(d);
- h. to allow a building with a building height in excess of 15 feet (actual building height 30.0 feet) with side yard setbacks of 0 feet on the west side and 0 feet on the east side in lieu of 12.5 foot minimum required by Code Section 134-1113(6)(b);
- i. to allow for the construction of a structure providing for a proposed pedestrian walkway total width of 3 feet of the required 5.0 feet on Royal Poinciana Way and 9 feet on Sunset Avenue in lieu of 5 foot minimum required on the applicant's property of the total 10 feet of required sidewalk width, as required by Code Section 134-1113(5)(c);
- j. to allow a building height of 30.0 feet in lieu of the maximum allowed 25.0 feet as required by Section 134-1113(8)(b). The request is to have the increase in height at six specific locations over the entrances to the Via and on interior of Via;
- k. to allow an overall building height of 39.0 feet in lieu of the maximum allowed 35.0 feet as required by Section 134-1113(8)(d). The request is to obtain an increase in height at six specific locations;
- l. to allow a maximum building length of 251.75 feet in lieu of the maximum allowed 150 feet allowed per Section 134-1113(10)(b);
- m. to allow for a landscaped open space of 7.4% in lieu of the minimum 25% required by Section 134-1113(11)(b);
- n. to allow front yard landscaped open space of 14.1% along Royal Poinciana Way and 33.9% along Sunset

Avenue in lieu of the minimum 35% required by Section 134-1113(11)(c);

- o. to allow a two (2) story building to be 120,525 square feet in lieu of the maximum allowed 15,000 square feet as required by Section 134-1113(12)(b);
- p. to allow a sign with a height of 18.75 feet in lieu of the first floor elevation of the building or 15 feet, whichever is lower, as required by Code Section 134-2440 (c).
- q. to allow a lot coverage of 89.5% in lieu of 70% maximum allowed by Code Section 134.1113(9)(b).

[Attorney: Francis X. J. Lynch]

[Architectural Commission Recommendation: Deferred the project to the November 14, 2014 ARCOM meeting.]

Request for Deferral to the January 14, 2015, Town Council Meeting

Deferred from the October 15, 2014, and November 12, 2014, Town Council Meetings

John S. Page, Director of Planning, Zoning, and Building

- c. **SPECIAL EXCEPTION #20-2014** The application of Henry Harris III, Manager; relative to property commonly known as **214 El Brillo Way**; described as Lot 27, SUPPLEMENTARY PLAT OF EL BRAVO PARK, a subdivision according to the plat thereof recorded at Plat Book 9, Page 9, in the Public Records of Palm Beach County, Florida; located in the R-A Zoning District. The applicant is requesting special exception approval to allow two sliding gates (one at each entrance) on El Brillo Way (which is a dead end street) with an 8.5 foot setback from the street pavement in lieu of the 18 foot minimum required on a dead end street. [Attorney: Maura Ziska]

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Request for Deferral to the January 14, 2015 Town Council Meeting, Per Letter Dated December 3, 2014, from Maura A. Ziska.

Deferred from the October 15, 2014, and November 12, 2014, Town Council Meetings

John S. Page, Director of Planning, Zoning, and Building

- d. **VARIANCE #43-2014** The application of Jungle Road, LLC (H. William Perry, Manager); relative to property commonly known as **120 Jungle Road**; described as Lengthy legal description on file; located in the R-A Zoning District. The Applicant is proposing to enclose a third floor balcony off the existing tower on the residence. The following variances are being requested: a building height plane setback of 51.3 feet in lieu of the 66.5 required building height plane setback for the tower element; and, a tower element to be 4.4% of the gross floor area of the residence in lieu of the 3.1% existing and the 1% maximum allowed in the R-A Zoning District. [Attorney: Maura Ziska]

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[Architectural Commission Recommendation: Deferred the project to the November 14, 2014 ARCOM meeting.]
Request for Deferral to the January 14, 2015, Town Council Meeting Per Letter Dated November 14, 2014 from Maura A. Ziska.

Deferred from the September 10, 2014, October 15, 2014, and November 12, 2014, Town Council Meetings

John S. Page, Director of Planning, Zoning, and Building

- e. (i) **VARIANCE #44-2014** The application of Bricktop's Palm Beach (Joe Ledbetter, Owner); relative to property commonly known as **375 South County Road**; described as Lengthy legal description on file; located in the C-TS Zoning District. Request for a variance of twenty-two (22) off street parking spaces required for sixty-six (66) of the approved one hundred fifty seats in the restaurant. The applicant is required, as part of a special exception approval of all previous restaurants, to provide twenty-two (22) off street parking spaces with the Apollo parking lot. The applicant is requesting to eliminate that requirement. [Attorney: Maura Ziska]

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(ii) BrickTop's Restaurant Operations: Six Month Review, Special Exception #21-2012, 375 South County Road
Request for Deferral to the January 14, 2015, Town Council Meeting Per Letter Dated December 1, 2014, from Maura A. Ziska.

Deferred from the June 11, 2014, September 10, 2014, and October 15, 2014, Town Council Meetings

John S. Page, Director of Planning, Zoning and Building

- f. **VARIANCE #49-2014** The application of David and Jeanne Daniel; relative to property commonly known as **322 Seaspray Avenue**; described as Lots 393 and 395 of Poinciana Park, an addition to the Town of Palm Beach, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida in Plat Book 6, Page 86; located in the R-B Zoning District. The applicant is proposing to demolish a 147 sq. ft. one-story portion of the rear of the house and construct a 487 square foot first floor and 305 square foot second floor addition (totaling 792 square feet) on the rear of the house for a master bedroom/bath expansion (2nd floor) and kitchen/family room expansion (1st floor) and to demolish and rebuild an existing 436 sq. ft. one story cabana in the same location. The following variances are being requested: a lot coverage of 37.55% in lieu of the 31.1% existing and the 30% maximum allowed in the R-B Zoning District; a cubic content ratio (CCR) of 6.43 in lieu of the 4.99 existing and 4.39 maximum allowed; a west side yard setback of 2.1 feet in lieu of the 2.1 foot setback existing and the 12.5 foot minimum

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required in the R-B Zoning District for a one story structure (to rebuild the cabana); a rear yard setback of 3.5 feet in lieu of the 2.7 foot existing setback and the 10 foot minimum required in the R-B Zoning District for a one story structure (to rebuild the cabana); a west side yard setback of 7.9 feet in lieu of the 12.5 feet minimum required for the one story portion of the addition; a west side yard setback of 9.5 feet in lieu of the 15 foot minimum required for the two story portion of the addition; an east side yard setback of 5.1 feet in lieu of the 12.5 feet minimum required for the one story portion of the addition; an east side yard setback of 7.9 feet in lieu of the 15 foot minimum required for the two story portion of the addition. [Attorney: Maura Ziska]

[Landmark Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmark property. Carried 7-0.]

Request for Deferral to the January 14, 2015, Town Council Meeting Per Letter Dated December 3, 2014, from Maura A. Ziska.

Deferred from the October 15, 2014, and November 12, 2014, Town Council Meetings

John S. Page, Director of Planning, Zoning, and Building

- g. **VARIANCE #50-2014** The application of E. Burke Ross, Jr.; relative to property commonly known as **172 South Ocean Boulevard**; described as Lots 5 and 6 of PRIMAVERA ESTATES (OCEAN SECTION), according to the Plat thereof as recorded in Plat Book 6, Page 82, of the Public Records of Palm Beach County, Florida, EXCEPTING therefrom the South 32.66 feet of Lot 6; located in the R-B Zoning District. The applicant is proposing to demolish a 1,219 square foot one story structure and construct in a reduced footprint a 2,731 square foot addition for a total net addition of 1,512 square feet at the west end of the residence. The following variances are being requested to build the proposed addition: a side yard setback of 15 feet (from the alley) in lieu of the 30 foot minimum required for a lot in excess of 20,000 square feet and over 200 feet wide in the R-B Zoning District; a cubic content ratio (CCR) of 4.92 in lieu of the 4.60 existing and 3.7 maximum allowed in the R-B Zoning District; a rear yard setback of 5 feet in lieu of the 15 foot minimum required for a second story addition (the first floor has an existing 5 foot rear yard setback; and, a lot coverage variance to allow 28% in lieu of the 28.1% existing and 25% maximum allowed for a lot in excess of 20,000 square feet in the R-B Zoning District (a reduction of .1%). [Attorney: Maura Ziska]

[Landmark Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject landmark property. Carried 7-0.]

Deferred from the October 15, 2014, and November 12, 2014,

Town Council Meetings

John S. Page, Director of Planning, Zoning, and Building

- h. **VARIANCE #52-2014** The application of Stuart Kapp, Manager of North County Oceanview, LLC; relative to property commonly known as **589 North County Road**; described as The North 150 feet of that part of the South 263.8 feet of Governmental Lot 2, in Section 11, Township 43 South, Range 43 East, lying East of the County Road, a public street in the Town of Palm Beach, Florida, as now laid out and in use, together with the littoral rights appertaining thereto; located in the R-AA Zoning District. Requests a variance to construct a 220 square foot one story cabana with a 10 foot south side yard setback in lieu of the 30 foot minimum required in the R-AA zoning district. [Attorney: Maura Ziska] Page 323
- Request for Deferral to the January 14, 2015, Town Council Meeting Per Letter Dated December 2, 2014, from Maura A. Ziska.**

Deferred from the November 12, 2014, Town Council Meeting

John S. Page, Director of Planning, Zoning, and Building

- i. **VARIANCE #53-2014** The application of Ronald Alvarez and Alice Ruth; relative to property commonly known as **210 Orange Grove Road**; described as The East 62.5 feet of Lot 33 and the West 60 feet of Lot 34, NEW SIEARS TRACT, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 16, Page 86; located in the R-B Zoning District. A variance is requested to convert a two-car garage into a family room that was done by a prior owner without zoning approval and without a building permit. If the above variance is granted, the applicant requests the following: the applicant is proposing to construct a 712 square foot one story, one-car garage addition. The following variances are being requested to build the proposed addition: to allow the construction of a one car garage in lieu of the required two car garage for a lot in the R-B Zoning District; a rear yard setback of 6.4 feet in lieu of the 10 foot minimum setback required in the R-B Zoning District; a side yard setback of 5 feet in lieu of the 12.5 foot minimum setback required in the R-B Zoning District. [Attorney: Maura Ziska] Page 325
- [Architectural Commission Recommendation: Implementation of the proposed variance to enclose the garage will not negatively impact the architecture of the house. Carried 6-1 (Mrs. Vanneck dissenting). The proposed new two car garage which requires variances can be designed in an architecturally suitable manner on another portion of the subject property and conform to the zoning code without the need for the variances. Carried 7-0]
- Request for Withdrawal Per Letter Dated December 2,**

2014, from Maura A. Ziska

Deferred from the November 12, 2014, Town Council Meeting

John S. Page, Director of Planning, Zoning, and Building

2. New Business

- a. **SPECIAL EXCEPTION #27-2014 WITH VARIANCE** The application of Alex Gilmurray, Chief Financial Officer of the Breakers Palm Beach, Inc.; relative to property commonly known as **1 South County Road**, described as lengthy legal description on file; located in the PUD-A Zoning District. The Applicant is requesting Special Exception with Site Plan Review to add an awning to the existing pergola over the walkway east of the spa. A variance is requested to demolish and reconstruct the existing entry fountain and associated basin and benches at the main entrance to the hotel. The fountain will be 24.5 feet tall in lieu of the 12 foot maximum allowed by code. [Attorney: James M. Crowley, Esq.]
[Landmark Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject landmark property: Carried 7-0]
John S. Page, Director of Planning, Zoning, and Building
- b. **SPECIAL EXCEPTION #28-2014 WITH SITE PLAN REVIEW AND VARIANCE** The application of Everglades Club, Inc.; relative to property commonly known as **350 Worth Avenue**, described as lengthy legal description on file; located in the C-WA Zoning District. The Applicant is requesting Special Exception with Site Plan Review to allow the installation of ten (10) new poles for tennis court lights at the existing three easterly tennis courts. Variances are requested to allow the proposed tennis court lighting poles to be 24 feet tall in lieu of the 15 foot maximum allowed for outdoor lighting equipment and to maintain the existing landscape screening at 6.5 feet tall in lieu of the 24 feet tall landscape screening that would be required at the same height as the proposed lights. [Attorney: Maura Ziska, Esq.]
[Landmark Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject landmark property: Carried 7-0]
John S. Page, Director of Planning, Zoning, and Building
- c. **SITE PLAN REVIEW #17-2014** The application of Ocean Way Properties, LLC.; relative to property commonly known as **249 Orange Grove Road**, described as the East 23 feet of Lot 10 and the West 61 feet of Lot 9, NEW SIERS TRACT, a subdivision of the Town of Palm Beach, Florida, according to the Plat thereof, recorded in Plat Box 16, Page 86, of the Public Records of Palm beach County, Florida; located in the R-B Zoning District. The Applicant is requesting Site Plan

Review to allow the construction of a 4,183 square foot two-story, single family residence on a non-conforming platted lot which is 9,135 square feet in area in lieu of the 10,000 square foot lot minimum area required in the R-B Zoning District and 84 feet in width in lieu of the 100 foot minimum width required in the R-B Zoning District. [Attorney: Maura Ziska, Esq.]

John S. Page, Director of Planning, Zoning, and Building

- d. **VARIANCE #55-2014** The application of Terry R. Taylor; relative to property commonly known as **780 South Ocean Blvd.**, described as 35-43-43, S 267.05 ft. of N 341.52 ft. of Government Lot 1 East of Ocean Boulevard & S 266.52 ft. of N 341.52 ft. of Government Lot 1 lying between Ocean Boulevard & County Road; located in the R-A Zoning District. The Applicant is requesting a Variance to construct a new guest house with 3 car garage with a proposed side yard set-backs of 16.5 feet to 18.95 foot in lieu of 30 foot minimum required. [Attorney: Peter S. Broberg, Esq.]
[Landmark Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmark property: Carried 6-1, Mr. Cooney opposed]

John S. Page, Director of Planning, Zoning, and Building

- e. (i) **VARIANCE #56-2014** The application of Ronald Kochman, Trustee of the 105 Clarendon Road Revocable Trust dated 6/20/2013; relative to property commonly known as **105 Clarendon Avenue**, described as lengthy legal description on file; located in the R-A Zoning District. The Applicant is requesting the following Variances to rebuild a landmark house that has been demolished beyond the threshold of 50 percent cubic volume. The requested variances are: a) to allow a west side yard setback ranging from 2.2 feet to 13.9 feet in lieu of the 30 foot minimum required for lots in excess of 60,000 square feet; b) to allow for added overall height in a non-conforming side yard setback for the conversion of a section of flat roof to a sloping roof; c) to allow a street rear yard setback along South County Road ranging from 19.8 feet to 29.4 feet in lieu of the 35 foot minimum required; d) to allow a building height of 26.0 feet in lieu of the 25 foot maximum allowed. The Applicant is also requesting a waiver to allow demolition after December 1st for a period of one week after the demolition permit is issued. [Attorney: Maura Ziska, Esq.]
[Landmark Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject landmark property: Carried 5-2, Ms. Hufty and Mr. Silvin opposed]

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- (ii) Demolition Time Exception - 105 Clarendon Avenue

John S. Page, Director of Planning, Zoning, and Building

- f. **VARIANCE #57-2014** The application of Harold Baxter; relative to property commonly known as **663 Island Drive**, described as Lot 65 and the South 25 feet of Lot 63, Everglades Island Development (formerly Lone Cabbage Island Development) according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 18, Page 31, of the Public Records of Palm Beach County, Florida; located in the R-B Zoning District. The Applicant is requesting a Variance to construct a parapet roof system around the existing pitched roof that would have an overall height of 22 feet in lieu of the 17 foot maximum allowed for a one story house in the R-B Zoning District. [Attorney: Maura Ziska, Esq.] [Architectural Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impacts to the subject property. Carried 5-1, Ms. Vanneck opposed]

John S. Page, Director of Planning, Zoning, and Building

- g. **VARIANCE #58-2014** The application of Pamela Gottfried; relative to property commonly known as **748 Hi-Mount Road**, described as Lot 125 MARK RAFALSKY TRACT, according to the Plat thereof as recorded in Plat Book 11, Page 51, of the Public Records of Palm Beach County, Florida.; located in the R-B Zoning District. The Applicant is currently the owner of 748 Hi-Mount Road that was constructed in 1983 by her husband Robert Gottfried, who has since passed away. In 1983, after failing to get a variance for lot coverage and side yard setbacks for a 2 story home, Mr. Gottfried applied for a building permit to build a one story house with a basement level below and agreed at the time that the basement would not be used for "habitable purposes" thus making the residence a legal one story residence. In 1985 Mr. Gottfried applied for a variance to use the basement level for "habitable purposes" which would turn the home into a two story residence with non-conforming setbacks and lot coverage. The Town denied that request. In 1991, Mr. Gottfried requested three rooms in the basement to be converted to habitable space. The Town granted this request with the condition that Mr. Gottfried execute a recorded document that there could never be another story built onto the existing residence. Sometime after this construction, Mr. Gottfried built out more area outside of the basement under the pool deck that was not initially part of the basement (including a kitchen, movie theatre, billiard room, ice cream parlor, and office) without zoning approval or a building permit. All of the above mentioned acts occurred prior to the Applicant owning the property. In order to correct the past unauthorized work in the basement (lower level), the Applicant is requesting the following Variances to bring the current house into compliance: 1) a lot coverage of 49.9% in lieu of the 30% maximum allowed

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for a two story house; 2) a south side yard setback of 11.9 feet in lieu of the 15 foot minimum allowed for a two-story house; 3) a north side yard setback of 12.5 feet in lieu of the 15 foot minimum allowed for a two-story house. [Attorney: Maura Ziska, Esq.]

John S. Page, Director of Planning, Zoning, and Building

3. Other

- a. Consideration of Planning and Zoning Commission Record and Report Including Recommendations to Adopt: Page 335

(i) a Housekeeping Item Relative to Rebuilding Non-Conforming Buildings or Structures that Contain Non-Conforming Uses; and

(ii) an Ordinance and/or Charter Amendment to Require a Super Majority Vote of the Town Council for Approval of Variances, Zoning Changes, Zoning Text Amendments and Comprehensive Plan Amendments.

TIME CERTAIN: 11:00 A.M.

John S. Page, Director of Planning, Zoning and Building

- b. Murphy Stillings LLC Report Regarding Potential Designation of a Royal Poinciana Way Historic District on the National Register of Historic Places. Page 364

John S. Page, Director of Planning, Zoning and Building

- c. Consideration of Conditions of Approval for Buccan Restaurant Sandwich Shop, Catering and Delivery Service, Special Exception #4-2014, 350 South County Road. Page 443

John S. Page, Director of Planning, Zoning and Building

IX. ORDINANCES

X. ANY OTHER MATTERS

XI. ADJOURNMENT

PLEASE TAKE NOTE:

Note 1: No written materials received after 5:00 p.m. on the Thursday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 5:00 p.m. on Thursday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.

Note 2: The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you

have questions regarding that feature, please contact the Office of Information Systems (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.

- Note 3:** If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
- Note 4:** Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.
- Note 5:** Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item (s) be moved to the Regular Agenda and individually considered.
- Note 6:** A summary of the actions taken at Town Council meetings can be viewed on the Town's website after 5 p.m. on the Friday following the Town Council meeting.

PROCEDURES FOR PUBLIC PARTICIPATION

Citizens desiring to address the Town Council should proceed toward the public microphones when the applicable agenda item is being considered to enable the Town Council President to acknowledge you.

PUBLIC HEARINGS:

Any citizen is entitled to be heard on an official agenda item under the section entitled "Public Hearings," subject to the three minute limitation.

COMMUNICATIONS FROM CITIZENS:

Any citizen is entitled to be heard concerning any matter under the section entitled "Communications from Citizens," subject to the three minute limitation. The public also has the opportunity to speak to any item listed on the agenda, including the consent agenda, at the time the agenda item comes up for discussion.

OTHER AGENDA ITEMS:

Any citizen is entitled to be heard on any official agenda item when the Town Council calls for public comments, subject to the three minute limitation.

Town Council Meetings are public business meetings and, as such, the Town Council retains the right to limit discussion on any issue.

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 191-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying and Confirming the Determination of the Landmarks Preservation Commission that the Property Known as 177 Clarendon Avenue Meets the Criteria Set Forth in Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach; and Designating Said Property as a Town of Palm Beach Landmark Pursuant to Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach.

Presenter

John S. Page, Director of Planning, Zoning and Building

Supporting Documents

- [Memorandum dated November 26, 2014 from John S. Page, Director of Planning, Zoning and Building](#)
- [Resolution No. 191 - 2014](#)
- [Designation Report for 177 Clarendon Avenue](#)
- [Excerpt from the Minutes of the Landmarks Preservation Commission Meeting of November 19, 2014](#)
- [Article IV Designation Procedures](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director of Planning, Zoning and Building

Re: Landmark Designation of 177 Clarendon Avenue
Resolution No. 191 – 2014

Date: November 26, 2014

STAFF RECOMMENDATION

Staff recommends ratification of the property known as 177 Clarendon Avenue as a Town landmark.

LANDMARKS PRESERVATION COMMISSION RECOMMENDATION

At the Public Hearing for Designation held during the November 19, 2014 meeting of the Landmarks Preservation Commission, the Commission voted unanimously to recommend to the Town Council that the above mentioned property be designated as a landmark. In accordance with Section 54-164 (a) (11) of Chapter 54 of the Town of Palm Beach Code of Ordinances, the Town Council shall hold a public hearing within ninety (90) days of the final decision of the Landmarks Commission to consider ratification of the Commission's recommendation.

GENERAL INFORMATION

The property meets the following criteria for designation as a landmark of the Town of Palm Beach:

Sec. 54-161 (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.

Landmark Designation of 177 Clarendon Avenue

Resolution No. 191 - 2014

November 26, 2014

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OWNER CONSENT

Please be advised that the property owner was present at the designation hearing and stated her support of the landmark designation at that time.

FUNDING/FISCAL IMPACT

No direct funding is needed for this action.

COMPREHENSIVE PLAN

The action proposed is consistent with the goals, objectives and policies contained in the Historic Preservation Element of the Town's Comprehensive Plan.

TOWN ATTORNEY REVIEW

Please be advised that the Town Attorney has reviewed Resolution No. 191 - 2014 relating to 177 Clarendon Avenue, and has approved it as to legal form and sufficiency.

attachments

JSP:cmd

cc: Thomas G. Bradford, Deputy Town Manager
John C. Randolph, Town Attorney
Susan A. Owens, Town Clerk
John Lindgren, AICP, Planning Administrator
pf

RESOLUTION NO. 191 - 2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RATIFYING AND CONFIRMING THE DETERMINATION OF THE LANDMARKS PRESERVATION COMMISSION THAT THE PROPERTY KNOWN AS 177 CLARENDON AVENUE MEETS THE CRITERIA SET FORTH IN ORDINANCE NO. 2-84, ALSO KNOWN AS CHAPTER 54, ARTICLE IV OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH; AND DESIGNATING SAID PROPERTY AS A TOWN OF PALM BEACH LANDMARK PURSUANT TO ORDINANCE NO. 2-84, ALSO KNOWN AS CHAPTER 54, ARTICLE IV OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH.

WHEREAS, pursuant to the provisions of Ordinance No. 2-84, (Chapter 54, Article IV, Code of Ordinances of the Town of Palm Beach) the Landmarks Preservation Commission of the Town of Palm Beach held public hearings and recommended to the Town Council that certain property described herein be designated as a landmark as described in said Ordinance and Code; and

WHEREAS, after due notice to the property owner(s) affected, a public hearing was held at which all parties interested were given an opportunity to be heard and express their views and opinions with respect to the property and its designation as a landmark; and

WHEREAS, the Town Council does hereby find and determine that the property described herein meets the criteria required by the Ordinance to designate a landmark, and shall be designated as a landmark;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The recommendation and determination of the Landmarks Preservation Commission as to the property hereinafter described in Section 3 of this Resolution, being designated as a landmark is hereby ratified, approved and confirmed.

Section 3. The landmark herein designated, pursuant to the provisions of Ordinance No. 2-84, and the provisions of the Town Code described herein, is known as **177 Clarendon Avenue** and the property to be landmarked is legally described as follows:

LOTS 12 AND 13, VITA SERENA, TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 9, PAGE 59, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

Section 4. The Town Clerk is hereby ordered to furnish the property owner of the landmarked property a copy of this Resolution.

Section 5. Within thirty (30) days from the date of this Resolution, the Landmarks Preservation Commission shall cause to be filed in the Office of the Recorder of Deeds in and for Palm Beach County, Florida, a certificate that the above-described property comprises a landmark, as defined in and subject to the provisions of Ordinance No. 2-84 and the Code of Ordinances of the Town of Palm Beach, Florida.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of December, 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

177 Clarendon Avenue



DESIGNATION REPORT

November 19, 2014

Landmark Preservation Commission

Palm Beach, Florida

DESIGNATION REPORT

177 Clarendon Avenue

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Report produced by Murphy Stillings, LLC

I. General Information

Location:	177 Clarendon Avenue Palm Beach, Florida
Date of Construction:	1929
First Owner:	Robert Amcotts Wilson
Architect:	Unknown
Builder:	Arnold Construction Company
Current Owner:	Paul M. Pompeo and Lisa B. Bair
Present Use:	Residential
Present Zoning:	RA
Palm Beach County Tax Folio Number:	50434335030000120
Legal Description:	Vita Serena Lots 12 & 13

II. Location Map



III. Architectural Information

The residence at 177 Clarendon Avenue is a two-story Mediterranean Revival style estate built in 1929 by Arnold Construction Company.¹ It was a “spec” house constructed after the height of the 1920s Florida Land Boom and at the beginning of the Great Depression.² The south facing residence was constructed of frame and hollow clay tile covered with smooth stucco. The house sits on a large corner lot at the intersection of Clarendon Avenue and Lake Park Drive just east of the Clarendon Avenue boat basin.

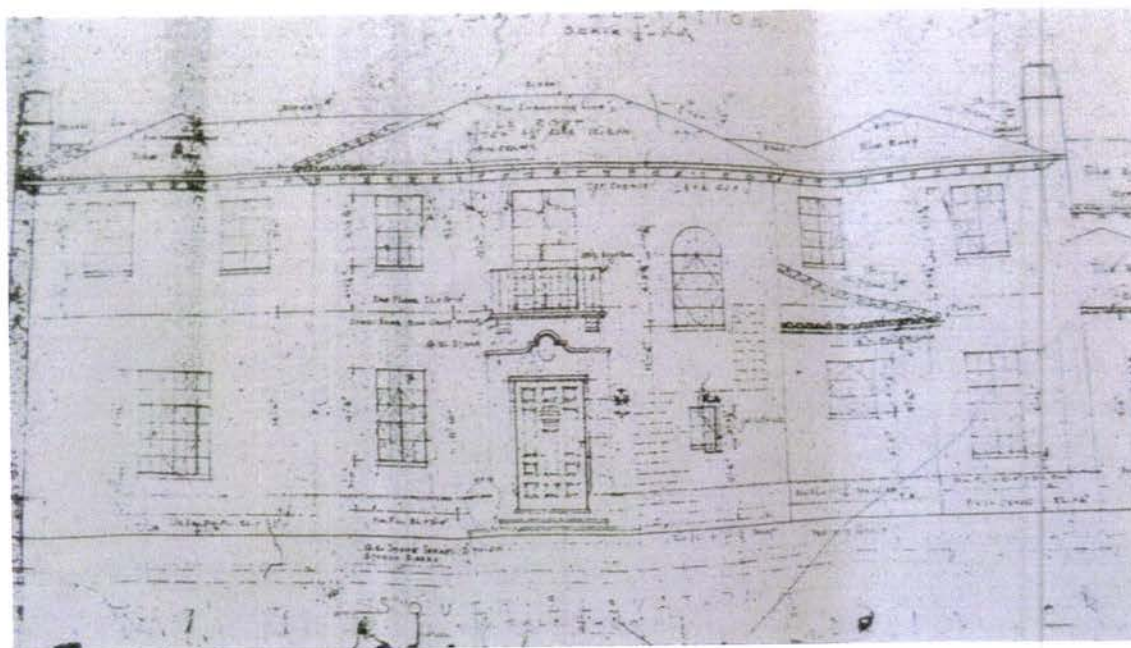
Mediterranean Revival style architecture is an eclectic style incorporating architectural elements derived from the area around the Mediterranean Sea, especially Italy and Spain. The style is found most frequently in states like Florida that have a Spanish Colonial heritage, but its use gained national popularity after the Pan-American Exhibition held in San Diego in 1915. In Palm Beach, the style was first popularized in 1919 by Addison Mizner’s design for the Everglades Club followed by his residential design of the Stotesbury’s estate El Mirasol. Other architects followed on this style and transformed it with variations of their own. The popularity of the style soared in the 1920s and remained a pervasive influence on building design until World War II.



¹ This house has often been attributed to Marion Sims Wyeth. However, the plans are not signed and after searching several archives and speaking with others who have worked on this house, there is no concrete evidence that Marion Sims Wyeth designed it.

² The Building Permit # 15229 is dated August 1, 1929. The Stock Market crash, known as Black Tuesday, occurred on October 29, 1929, and was the official start of the Great Depression in the United States.

177 Clarendon Avenue was designed in a U-shape with attached wings on either side extending to the north. Unlike many of the earlier Mediterranean Revival style estates in Palm Beach, this house is free from excessive ornament and the decoration is primarily achieved through the use of stone window and door surrounds, ornamental iron doors and carved brackets under the eaves. The entrance façade is located along the south side of the symmetrical center block and contains a quarried keystone door surround with a cast-stone shell and decorative iron doors. Above the entry is a second-story balcony with simple French doors and a matching rail. All four windows on the facade of this section are rectangular awning windows divided into six lights, with those on the first story being narrower and protected with metal grilles. However, it is interesting to note that the original plans show an asymmetrical design for this façade with the east portion featuring a small window on the first floor and a large arched window on the second floor. It is not known whether the house was built with these features and later altered or if it was built in its current design.



The roof of the residence is a collection of intersecting low-pitched hip roofs covered in red-clay barrel tiles. The slight overhanging eaves have carved wooden brackets below. All of the facades, including those within the courtyard, have varied window fenestration, with the majority of the windows being divided light rectangular awning windows. Both the east and west wings have exterior chimneys

with stone caps and there is an original 2-bay garage with a wood cornice and carved brackets on the east wing.³



An important feature of Mediterranean Revival style estates is their blending of indoor and outdoor spaces. 177 Clarendon Avenue has a central courtyard, with a patio, fountains, pool and cabana house extending to the north. This courtyard was originally accessed from the open loggia just beyond the grand entrance foyer as well as from several first floor rooms and the breezeway connecting the main house to the guest rooms. The access is more limited with changes that have occurred over time. Portions of the original first floor interior areas feature large rooms with original Spanish tile floors, pecky cypress ceilings and ornate stone fireplaces.



³ The south two bays of the garage are original. The third bay was added later.

Throughout the history of the 177 Clarendon Avenue there have been many additions and alterations to the property. In 1968, all of the original windows were replaced. The building permit states that the size of the openings were not altered but the windows were replaced with mostly divided light awning windows rather than double hung or casement windows.⁴ In 1982, the first floor loggia was expanded to the north and enclosed and a large balcony terrace was added to the second story above this loggia. The following year, eight windows were replaced on the house and a guest bedroom and bath were added to the pool cabana.⁵ In 1987, a second story bedroom, bathroom and terraces were added to the northeast wing of the house. A coffered ceiling was also added to the dining room ceiling to give it more interest. In 2006, a door replaced a window on the east side of the east wing creating a side entry to the dwelling and a window was added above. At unknown dates a second story and stair tower were added to the northwest wing of the original one-story guest area, the breezeway linking this space to the main house was enclosed, a hall linking the main house to the staff quarters on the second floor was added and a third garage bay was attached on the north end of the original garage. Much of the open-air access between the main house and the courtyard was closed off when the breezeway and loggia were enclosed, and the original transparent view of the courtyard and gardens from the entry foyer was diminished. Stone surrounds were added to the windows in the courtyard elevations, and possibly to other areas of the house. Sometime in the past 15 years, coral stone with a patterned stringcourse was applied over the stucco to the front façade significantly altering its historic appearance. In addition, the circular driveway serving the front entry was removed and now there is no clear pedestrian access to the historic front entry.



⁴ Palm Beach Building permit #65068 states "Replace all existing windows – all openings exist; no change in size."

⁵ Drawings done by Ames Bennett & Associates dated April 1983 show this addition.

IV. Historical Information

177 Clarendon Avenue was built in 1929 as a “spec” house by Arnold Construction Company for an estimated cost of \$40,000.⁶ Arnold Construction Company, headed by James Y. and W.H. Arnold, was a leading construction company in Palm Beach from the 1920s through the 1970s. The Arnolds arrived in Palm Beach in 1925 during the Florida land and building boom. In addition to building countless houses of varying sizes and styles, they also constructed hospitals, churches, apartment buildings, country clubs and other commercial buildings throughout Florida. In Palm Beach, Arnold Construction Company worked with all of the prominent architects and built a number of the early grand estates and significant mid-town houses. They also worked as a development company and built numerous houses like 177 Clarendon Avenue as investments properties. By 1929, the Florida Land and Housing Boom was over and it was the beginning of the Great Depression. Fortunately for builders in Palm Beach, not the entire Winter colony was severely affected by the land bust or the Great Depression.⁷ There were more than \$3 million in building permits issued in Palm Beach in 1930 and the Town had one of its busiest seasons. Buyers unscathed by the Depression were able to purchase houses like 177 Clarendon Avenue in the sought-after Estate Section of Palm Beach.

The first owners of 177 Clarendon Avenue were Captain & Mrs. Robert Amcotts Wilson who purchased the house in 1932. The Wilsons were London residents who spent the winter season in Palm Beach. Newspaper articles from the 1930s often mention them dining and attending parties with members of Palm Beach’s “International Set” and “Café Society.”⁸ In 1933, they hosted the wedding of William Randolph Hearst, Jr. to Miss Lorelle McCarver at their 177 Clarendon Avenue home. The wedding was described in the newspaper as “an event of major importance in the colony” with the reception held in the “villa’s patio.”

In 1939, Mr. and Mrs. Marshall Noel Seeburg purchased the house and that same year they added a large pool and cabana house at the north end of the patio. M. Noel Seeburg was the son of Justice P. Seeburg who started the J.P. Seeburg Piano Company in Chicago in 1907. The Seeburg Company became one of the first manufacturers of a multi-select jukebox with the introduction of the “Audiophone”

⁶ Town of Palm Beach Building Permit #396, March 16, 1925.

⁷ Augustus Mayhew, “Unforgettable Palm Beach: Island Endured Great Depression Largely Unscathed,” Palm Beach Daily News. February 21, 2011.

⁸ In the International Set the Wilson’s were associated with The Duke of Windsor, the Duke and Duchess of Sutherland, Sir Philip Sassoon, Mrs. Louis Jaques Balson (the former Duchess of Marlborough) and Captain Allie Macintosh.

in 1928. In 1939, in addition to purchasing 177 Clarendon Avenue, Noel became president of the Seeburg Company.⁹ He was a successful president and in 1949 Seeburg Company changed the face of Jukebox history when it engineered a mechanism that could play both sides of 50 records, a true 100 select jukebox. In Palm Beach, the Seeburgs were active in the Island's social scene and were often noted for their philanthropy to local charities.¹⁰

In 1963, the Seeburgs sold 177 Clarendon Avenue to Donald H. Parsons of Birmingham, Michigan. During his eight-year ownership of the house, he was listed as a lawyer, real estate developer and banker. Donald Parsons was also an avid hockey fan and in the late 1960s he became managing partner of the Pittsburgh Penguins NHL hockey team.

Herman and Ruth Holtzburg purchased 177 Clarendon Avenue in 1971. The Holtzburg's were best known for their Worth Avenue shop "Tops'n Bottoms," which was a staple on Worth Avenue from 1948 through the 1980s. In 1982, Leslie Claydon-White, an antique dealer, purchased the house. During his twenty-year ownership of the house he did a number of additions and alterations to the property. Sterling Morton Hamill, the great-grandson of Joy Morton, founder of the Morton Salt Company, purchased the house in 2003. The current owners, Paul M. Pompeo and Lisa B. Bair, purchased 177 Clarendon Avenue in 2013.

V. Architect's Biography

Although there have been suggestions that the house at 177 Clarendon Avenue was designed by Marion Sims Wyeth, no primary source information could be located to substantiate this claim.

Arnold Construction Company

Arnold Construction Company, headed by James Y. and W.H. Arnold, was a leading construction company in Palm Beach from the 1920s through the 1970s. The Arnolds arrived in Palm Beach in 1925 during the Florida land and building boom. In addition to building countless houses of varying sizes and styles, they also constructed hospitals, churches, apartment buildings, country clubs and other

⁹ Newspaper articles described him as a very sharp businessman who reorganized the company in the early 1940's to compete more effectively with Wurlitzer and Rock-Ola.

¹⁰ Palm Beach Daily News articles 1939-1963.

commercial buildings throughout Florida.¹¹ In Palm Beach, Arnold Construction Company worked with all of the prominent architects and built a number of the early grand estates and significant mid-town houses.

A few of the grand estates and significant in-town houses built by Arnold Construction Company include The Kennedy Estate on North Ocean Boulevard, E.Z. Nutting House Nuestro Paridiso on South Ocean Boulevard (Julius Jacobs), The Moffett House on South Ocean Boulevard (John Volk), the Charles Manning House on Clarke Avenue, The John Rutherford House on North Lake Trail (Treanor & Fatio), the Ernest Howe Residence on Clarke Avenue (Howard Major), and many others. The company's files were lost in a fire so there is no complete record of their projects. These projects were noted in newspaper articles in files at the Historical Society of Palm Beach County and in the Palm Beach Post online archives.

In the 1930's, Arnold Construction Company formed Palm Beach Modern Homes as their chief development company. The company hired the best architects in Palm Beach to design a series of "spec" houses on Pendleton Avenue and Pendleton Lane. Nearly half of the original structures were designed by John L. Volk, but Maurice Fatio, Howard Major, Gustav Maass, Marion Syms Wyeth, Howard Chilton and Belford Shumate all had part in designing houses on the street. The Arnold Construction Company continued to build houses and commercial buildings throughout Florida and surrounding states into the 1970s when the company became a division of McCloskey and Company.

VI. Statement of Significance:

177 Clarendon Avenue is a Mediterranean Revival style house built in 1929 by Arnold Construction Company on a sizeable lot in the Estate Section of Palm Beach. During its 85-year history, many prominent people have owned the house and resided there during important times in their careers. Unfortunately, the house has been significantly altered over the years and has lost a good deal of its architectural integrity. Many of the alterations were done in the recent past and if removed and restored, the house could redeem much of its architectural integrity.¹²

¹¹ In 1929, while working on 177 Clarendon, they were awarded the contract to build Seminole Golf Club. Marion Sims Wyeth was the architect and the clubhouse design was to be a Spanish U-shaped building covered with stucco with ornamental concrete trim surrounding a large patio and pool.

¹² Removing the coral stone on the façade would be recommended. Also, restoring loggias and openings in the courtyard on the first and second story would be recommended so that effective indoor and outdoor circulation could be reestablished.

VII. Criteria for Designation

Section 54-161 of the Town of Palm Beach Landmarks Preservation Ordinance outlines the criteria for designation of a landmark or landmark site and suggests that at least one criterion must be met to justify the designation. Listed below are criteria which relate to this property and justification for designation:

- (1) "Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town."

177 Clarendon Avenue was built in 1929 at the end of the Florida Land and Housing Boom and at the start of the Great Depression. New construction had slowed in Palm Beach after the Florida Land Bust in late 1926 and the devastating 1928 hurricane, however, reputable builders like Arnold Construction Company, who had profited substantially during the Land Boom were able to stay profitable during the Land Bust and Great Depression by doing additions, renovations and new construction for Palm Beach clients and potential owners who were not significantly effected by the economic setbacks of the times. 177 Clarendon Avenue therefore reflects the broad economic and social history of the Town of Palm Beach fulfilling criterion (1).

VIII. Selected Bibliography

Clarendon Avenue Walking Tour Brochure. Preservation Foundation of Palm Beach.

Earl, Polly Anne. Palm Beach: An Architectural Legacy. New York: Rizzoli International Publications, 2002.

Hoffstot, Barbara D. Landmark Architecture of Palm Beach. Revised Edition. Pittsburgh, Pennsylvania: Ober Park Associates, Inc., 1980.

Johnston, Shirley. Palm Beach Houses. New York: Rizzoli International Publications, 1991.

The Palm Beach Daily News. Archived Articles Online and Articles from the files of the Historical Society of Palm Beach County and the Preservation Foundation of Palm Beach.

The Palm Beach Post. Archived Articles Online and Articles from the files of the Historical Society of Palm Beach County and the Preservation Foundation of Palm Beach.

Preservation Foundation of Palm Beach. 177 Clarendon Avenue File.

Sanborn Insurance Map of Palm Beach. New York: Sanborn Map Co., 1926 (updated 1952). City of West Palm Beach Public Library, Florida Room.

Town of Palm Beach. Building Permits, 1929 – 2012.

West Palm Beach City Directories. Asheville, NC: Florida-Piedmont Directory Company, 1918-1984.

HISTORICAL STRUCTURE FORM

8PB06407

DESCRIPTION (continued)

Window Descriptions aluminum awning, french

Main Entrance Description (stylistic details) Flat front with carved stone surround

Porches: #open #closed #enclosed 1 Location(s) front entrance

Porch Roof Type(s)

Exterior Ornament Wrought iron, exposed rafters, glazed tile, cast stone

Interior Plan Irregular

Other Interior Plan

Condition Good

Structure Surroundings

Commercial: NONE of this category

Residential: MOSTLY this category

Institutional: NONE of this category

Undeveloped: NONE of this category

Ancillary Features (Number / type of outbuildings, major landscape features)

Archaeological Remains (describe): none observed

If archaeological remains are present, was an Archaeological Site Form completed?

Narrative Description (optional)

HISTORY

Construction year 1929

Architect (last name first): unknown

Builder (last name first): Arnold Construction Company

Changes in Locations or Conditions

Type of Change Year of Change Date Change Noted Description of Changes

>>

Structure Use History

Use Year Use Started Year Use Ended >> Private residence; 1929;

Other Structure Uses

Ownership History (especially original owner, dates, profession, etc.)

RESEARCH METHODS

Research Methods >> Examine local property records

Other research methods: windshield, tax records

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? YES

Name of Local Register if Eligible

Individually Eligible for National Register? INSUFF. INFO

Potential Contributor to NR District? NO

Area(s) of historical significance

>> Architecture

Other Historical Associations

Explanation of Evaluation (required) This is a well-proportioned Mediterranean revival residence constructed by a prominent builder at the end of the Boom Times. It warrants further study.

HISTORICAL STRUCTURE FORM

BFB06407

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections: Not Filed with FMSF, including Field Notes, Plans, other Important Documents.

Document type: _____

Maintaining Organization: _____

File or Accession #: _____

Descriptive Information: _____

>> _____

RECORDER INFORMATION

Recorder Name (Last, First) Day, Jane S.

Recorder Address / Phone 1014 NW 6th Dr. Boca Raton, FL 33431-447-2956

Recorder Affiliation Research Atlantica

Other Affiliation Town of Palm Beach

Is a Text-Only Supplement File Attached (Surveyor Only)? _____

***** MASTER SITE FILE USE ONLY *****

Cultural Resource Type:

Electronic Form Used:

Form Type Code:

Form Quality Ranking:

Form Status Code:

Supplement Information Status:

Supplement File Status:

Form Comments: _____

SHPO's Evaluation of Resource

Date

FMSF Staffer:

Computer Entry Date:

REQUIRED PAPER ATTACHMENTS

- (1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED
- (2) LARGE SCALE STREET OR PLAT MAP
- (3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

EXCERPT FROM THE MINUTES OF THE LANDMARKS PRESERVATION COMMISSION
MEETING OF NOVEMBER 19, 2014

[Item 2: 177 Clarendon Avenue](#)

Owner: Lisa B. Bair & Paul M. Pompeo

Please note that this designation hearing was postponed from the April 16, 2014 meeting to the November 19, 2014 meeting.

Call for disclosure of ex parte communication: No disclosures

Mrs. Delp verified that proof of publication and proper legal service were achieved with regard to this designation hearing.

Janet Murphy, Murphy Stillings LLC, Staff Historic Preservation Consultants, testified to the architecture, history, architectural history, and the builder (Arnold Construction Company) for this 1929 two-story Mediterranean Revival home with an unknown architect. Though the house has experienced many additions and alterations since it was originally constructed, Ms. Murphy testified that it meets the following criterion for designation as a landmark:

Sec. 54-161 (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.

Lisa Bair, the property owner, stated that the home had been marketed as a Marion Sims Wyeth design, so she was disappointed that no documentation could be found to support that. Ms. Bair testified to her strong support of the proposed landmark designation as a measure to safeguard the home against demolition, and to her efforts to maintain the architectural integrity of the home while still making the house livable.

**MOTION BY MR. COONEY THAT THE DESIGNATION REPORT BE MADE A PART OF THE RECORD.
MOTION SECONDED BY MRS. ALBARRAN.
MOTION CARRIED UNANIMOUSLY.**

Commission Comments: It is nice to have the owner's support for the designation; this house was one of my top five properties...a magnificent house on a great corner lot...happy that the owner supports it; love the chimney and the details about it; it was high on my list also...has a typical U-shaped design, and even though we cannot attribute it to Wyeth, it has that typical Wyeth U-shaped design feature.

MOTION BY MR. COONEY THAT 177 CLARENDON AVENUE BE RECOMMENDED TO THE TOWN COUNCIL FOR DESIGNATION AS A LANDMARK OF THE TOWN OF PALM BEACH, AND THAT THE CRITERIA, AS PRESENTED, BE MADE A PART OF THE RECORD.

MOTION SECONDED BY MRS. ALBARRAN.

MOTION CARRIED UNANIMOUSLY.

Palm Beach, Florida, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 54 - HISTORICAL PRESERVATION >> ARTICLE IV. - DESIGNATION PROCEDURE >>

ARTICLE IV. - DESIGNATION PROCEDURE

Sec. 54-161. - Criteria for landmarks and landmark sites.

Sec. 54-162. - Creation of historic districts.

Sec. 54-163. - Commission powers with respect to landmarks, landmark sites and historic districts.

Sec. 54-164. - Landmark, landmark site and historic district designation and undesignation procedures.

Sec. 54-165. - Voluntary restrictive covenants.

Secs. 54-166—54-195. - Reserved.

Sec. 54-161. - Criteria for landmarks and landmark sites.

A landmark or landmark site shall meet at least one of the following criteria:

- (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.
- (2) Is identified with historic personages or with important events in national, state or local history.
- (3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.
- (4) Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized or who influenced his age.

(Code 1982, § 16-38)

Sec. 54-162. - Creation of historic districts.

- (a) *Authorized.* For preservation purposes, the commission shall identify geographically defined areas within the town to be designated as historic districts and shall cite the guideline criteria upon which such designation shall be made. An historic district may be designated for any geographic area of particular historic, architectural or cultural significance to the town that:
 - (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.
 - (2) Is identified with historic personages or with important events in national, state or local history.
 - (3) Embodies distinguishing characteristics of one or more architectural types, or contains specimens inherently valuable for the study of a period, style or methods of construction or use of indigenous materials or craftsmanship.
 - (4) Is representative of the notable works of one or more master builders, designers or architects whose individual ability has been recognized to have influenced their age.
 - (5) Constitutes a unique area of architecture, landscaping and planning.
- (b) *Petition for special historic district category.* Following the designation of each landmark or landmark site, the commission may petition the town council for the categorizing of such

property as special district H. Following the designation of each historic district, the commission may petition the town council for the categorizing of each property in such district to special district HD.

(Code 1982, §§ 16-38.1, 16-39)

Sec. 54-163. - Commission powers with respect to landmarks, landmark sites and historic districts.

The commission has the power to:

- (1) Designate a building, together with its accessory buildings and its lot of record, or a vacant site or a district as historic and worthy of preservation as a landmark, landmark site or historic district, as the case may be, within the jurisdiction of the commission, provided such designation is ratified by the town council.
- (2) Recommend appropriate legislation for the preservation of any building, site or district which it has so designated.
- (3) Make application for public and private funds when appropriate and available for the purposes set forth in this article subject to the approval of the town council.
- (4) Review applications proposing erection, alteration, restoration or moving of any building it has so designated or any building located in a district it has so designated, and to issue or deny certificates of appropriateness accordingly.
- (5) Review applications for demolition permits proposing demolition of all or part of any landmark or any building located in an historic district, and to issue certificates of appropriateness or to deny them for one year.
- (6) Cooperate with the owner of a landmark or a property located in an historic district throughout the year following a refusal to issue a certificate of appropriateness pursuant to an application for a demolition permit, and to seek alternative economic uses for such landmark or property.
- (7) Review its denial of a certificate of appropriateness for demolition of such landmark or property annually, during a public hearing at which time the owner of the affected landmark or property shall be afforded an opportunity to appear with counsel and to present testimony.
- (8) Prohibit the issuance of building, exterior remodeling or demolition permits affecting any property under consideration for landmark designation without a certificate of appropriateness, this prohibition to remain in effect for the length of time required by the commission and the town council for final action on the proposed designation. The commission shall accomplish such prohibition by furnishing the building official a list of all property under consideration for landmark designation.

(Code 1982, § 16-42)

Sec. 54-164. - Landmark, landmark site and historic district designation and undesignation procedures.

- (a) The following procedure shall be adhered to by the commission in designating any building, building site or district that is worthy of preservation:
 - (1) The commission shall consider for landmark designation any property proposed by the owner of record or by a member of the commission.
 - (2)

Notice of a proposed designation shall be sent by certified mail to the owner of record of property proposed for designation as a landmark or landmark site and to each owner of record of property in a district proposed for designation as an historic district, describing the property proposed and announcing a public hearing by the commission to consider such a designation to be held not less than 30 days after the mailing of such notice.

- (3) The commission shall also cause notice of each such proposed designation to be posted at least 30 days prior to the public hearing on the bulletin board in the lobby of the town hall, and in addition the commission shall cause such notice to be published in a newspaper having general circulation in the town.
 - (4) The commission may retain or solicit expert testimony regarding the historic and architectural importance of the buildings and districts under consideration for designation.
 - (5) The commission may present testimony or documentary evidence of its own to establish a record regarding the historic and architectural importance of the proposed landmark, landmark site or historic district.
 - (6) The commission shall afford the owner of each affected property reasonable opportunity to present testimony or documentary evidence regarding the historic and architectural importance of such property.
 - (7) The owner of each affected property shall be afforded a right of representation by counsel and reasonable opportunity to cross examine witnesses presented by the commission.
 - (8) Any interested party may present testimony or documentary evidence regarding the designation of a proposed landmark, landmark site or historic district at the public hearing and may submit to the commission documentary evidence within three days after the hearing.
 - (9) Within not more than 30 days after a public hearing, the commission shall render a final decision regarding the proposed designation and give written notice of its decision to each owner of property affected by the designation, setting forth the reasons for the decision.
 - (10) The commission shall maintain a record of testimony and documentary evidence submitted to it for consideration of the designation of a proposed or previously designated landmark, landmark site or historic district.
 - (11) In accordance with section 54-163(1), the town council shall, within 90 days of the commission's final decision, hold a public hearing to consider ratification of the determination of the commission prior to the designation of a property as a landmark or landmark site or of a district as an historic district becoming effective. Absent ratification by the town council, the commission's determination shall be ineffective.
 - (12) Within 30 days of the date on which the town council ratifies the commission's designation of a landmark, landmark site or historic district, the commission shall cause to be filed in the office of the county recorder of deeds a certificate of notification that such property is designated a landmark or landmark site or is located within a district designated an historic district; and the certificate of notification shall be maintained on the public record until such time as such designation may be withdrawn by the commission and the town council.
- (b) Designation and undesignation hearings before the commission shall be held only during the months of November, December, January, February, March and April.
- (c)

Designation of a landmark, landmark site or a historic district may be withdrawn by following the same procedure as listed above.

(Code 1982, § 16-43)

Sec. 54-165. - Voluntary restrictive covenants.

The owner of any landmark or landmark site may, at any time following the designation of his property, enter into a restrictive covenant on the property after negotiation with the commission. The commission may assist the owner in preparing such a covenant in the interest of preserving the landmark or the landmark site. The owner shall record such covenant in the office of the county recorder of deeds and shall notify the town clerk, building official and town council and may notify the office of the county property appraiser of such covenant and the conditions thereof.

(Code 1982, § 16-48)

Secs. 54-166—54-195. - Reserved.

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 192-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying and Confirming the Determination of the Landmarks Preservation Commission that the Property Known as 189 Bradley Place Meets the Criteria Set Forth in Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach; and Designating Said Property as a Town of Palm Beach Landmark Pursuant to Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach.

Presenter

John S. Page, Director of Planning, Zoning and Building

Supporting Documents

- [Memorandum dated November 26, 2014 from John S. Page, Director of Planning, Zoning and Building](#)
- [Resolution No. 192 - 2014](#)
- [Designation Report for 189 Bradley Place](#)
- [Excerpt from the Minutes of the Landmarks Preservation Commission Meeting of November 19, 2014](#)
- [Article IV Designation Procedures](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director of Planning, Zoning and Building

Re: Landmark Designation of 189 Bradley Place
Resolution No. 192 – 2014

Date: November 26, 2014

STAFF RECOMMENDATION

Staff recommends ratification of the property known as 189 Bradley Place as a Town landmark.

LANDMARKS PRESERVATION COMMISSION RECOMMENDATION

At the Public Hearing for Designation held during the November 19, 2014 meeting of the Landmarks Preservation Commission, the Commission voted unanimously to recommend to the Town Council that the above mentioned property be designated as a landmark. In accordance with Section 54-164 (a) (11) of Chapter 54 of the Town of Palm Beach Code of Ordinances, the Town Council shall hold a public hearing within ninety (90) days of the final decision of the Landmarks Commission to consider ratification of the Commission's recommendation.

GENERAL INFORMATION

The property meets the following criteria for designation as a landmark of the Town of Palm Beach:

Sec. 54-161 (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town; and,

Sec. 54-161 (3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.

Landmark Designation of 189 Bradley Place

Resolution No. 192 - 2014

November 26, 2014

Page 2

OWNER CONSENT

Please be advised that the property owner supports the landmark designation of this property.

FUNDING/FISCAL IMPACT

No direct funding is needed for this action.

COMPREHENSIVE PLAN

The action proposed is consistent with the goals, objectives and policies contained in the Historic Preservation Element of the Town's Comprehensive Plan.

TOWN ATTORNEY REVIEW

Please be advised that the Town Attorney has reviewed Resolution No. 192 - 2014 relating to 189 Bradley Place, and has approved it as to legal form and sufficiency.

attachments

JSP:cmd

cc: Thomas G. Bradford, Deputy Town Manager
John C. Randolph, Town Attorney
Susan A. Owens, Town Clerk
John Lindgren, AICP, Planning Administrator
pf

RESOLUTION NO. 192 - 2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RATIFYING AND CONFIRMING THE DETERMINATION OF THE LANDMARKS PRESERVATION COMMISSION THAT THE PROPERTY KNOWN AS 189 BRADLEY PLACE MEETS THE CRITERIA SET FORTH IN ORDINANCE NO. 2-84, ALSO KNOWN AS CHAPTER 54, ARTICLE IV OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH; AND DESIGNATING SAID PROPERTY AS A TOWN OF PALM BEACH LANDMARK PURSUANT TO ORDINANCE NO. 2-84, ALSO KNOWN AS CHAPTER 54, ARTICLE IV OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH.

WHEREAS, pursuant to the provisions of Ordinance No. 2-84, (Chapter 54, Article IV, Code of Ordinances of the Town of Palm Beach) the Landmarks Preservation Commission of the Town of Palm Beach held public hearings and recommended to the Town Council that certain property described herein be designated as a landmark as described in said Ordinance and Code; and

WHEREAS, after due notice to the property owner(s) affected, a public hearing was held at which all parties interested were given an opportunity to be heard and express their views and opinions with respect to the property and its designation as a landmark; and

WHEREAS, the Town Council does hereby find and determine that the property described herein meets the criteria required by the Ordinance to designate a landmark, and shall be designated as a landmark;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The recommendation and determination of the Landmarks Preservation Commission as to the property hereinafter described in Section 3 of this Resolution, being designated as a landmark is hereby ratified, approved and confirmed.

Section 3. The landmark herein designated, pursuant to the provisions of Ordinance No. 2-84, and the provisions of the Town Code described herein, is known as **189 Bradley Place** and the property to be landmarked is legally described as follows:

LOT 1 (EXCEPT THE EAST 51.59 FEET THEREOF) DAISY E. ERB'S ADDITION TO PALM BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 75, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Section 4. The Town Clerk is hereby ordered to furnish the property owner of the landmarked property a copy of this Resolution.

Section 5. Within thirty (30) days from the date of this Resolution, the Landmarks Preservation Commission shall cause to be filed in the Office of the Recorder of Deeds in and for Palm Beach County, Florida, a certificate that the above-described property comprises a landmark, as defined in and subject to the provisions of Ordinance No. 2-84 and the Code of Ordinances of the Town of Palm Beach, Florida.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of December, 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

189 Bradley Place



DESIGNATION REPORT

November 19, 2014

Landmark Preservation Commission

Palm Beach, Florida

DESIGNATION REPORT

189 Bradley Place

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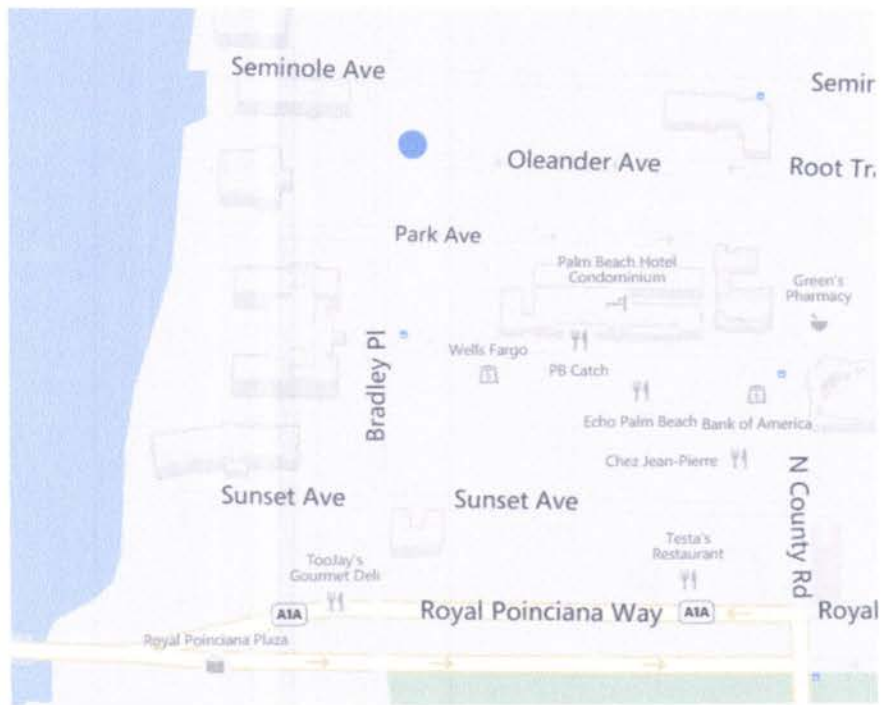
Report produced by Murphy Stillings, LLC

I. General Information

Name:	Jonas Building
Location:	189 Bradley Place Palm Beach, Florida
Date of Construction:	1924
First Owner:	Daisy Erb
Architect:	None Listed; Likely Builder Designed and Constructed
Builder/Contractor:	Eugene (Gene) H. Bartholomew
Present Owner:	Three Pearls LLC
Present Use:	Commercial/Residential
Present Zoning:	CTS
Palm Beach County Tax Folio Number:	50-43-43-15-05-000-0011
Current Legal Description:	Daisy E Erbs Addition Lot 1 (Less E 51.59 Ft)

II. Location Map

189 Bradley Place



III. Architectural Information

189 Bradley Place, known as the Jonas Building for the longtime women's boutique located in the building, is a two-story commercial building with two residential units on the second floor. The Jonas Building is located on the northeast corner of Bradley Place and Oleander Avenue. It was built in the Mediterranean Revival architectural style in 1924 by the builder and general contractor Gene Bartholomew for Daisy Erb.¹



Southwest Corner

The Jonas Building is a good example of the Mediterranean Revival style of architecture that was popular in Palm Beach during the Land Boom of the 1920s. The Mediterranean Revival style is an eclectic style incorporating architectural elements derived from the area around the Mediterranean Sea, especially Italy and Spain. The style is found most frequently in states that have a Spanish Colonial heritage, but its use gained national popularity after the Pan-American Exhibition held in San Diego in 1915. In Palm Beach, the style was first popularized in 1919 by Addison Mizner's design for the Everglades Club. The popularity of the style soared in the 1920s for both commercial and residential buildings. The style remained a pervasive

¹ Town of Palm Beach Building permit #235 dated April 1924. The building permit on file at the Town is faint, but it appears to read that the building was constructed for \$22,000.

influence on building design until World War II. Buildings of this style are often decorated with ornate cast-stone columns, pilasters and window surrounds. Arched openings, balconies, asymmetrical massing and windows of varying sizes and shapes are also common features. In addition, stone or stucco facades, decorative wrought ironwork, tile floors, pecky cypress ceilings and clay barrel tile roofs are typical features of Mediterranean Revival style buildings.



West Facade

The Jonas Building is constructed of hollow tile on a poured concrete foundation. It is surfaced with stucco and has a flat roof with parapet. The stucco on the first floor of the west façade and part of the south façade is scored. The main entranceway leading to the two commercial spaces, is recessed in an archway centrally located on the west façade and contains two wood paneled doors. Pairs of decorative cast stone pilasters frame the recessed arched entrance and the storefront windows and canvas awnings are located above. A stucco band defines the second floor. A balconette with a cast stone balustrade and quoins is located above the arched entrance and between two sets of three, one-over-one, sash windows on the second floor of the west façade. A projecting band is located above the second floor windows of the west façade creating an eyebrow element. It wraps around the northwest corner of the building. The building's raised parapet with a

stucco band is highlighted at the southwest corner of the building with a curved arched element with the name “Jonas” depicted vertically.



Decorative Cast Stone Pilasters



Corner Parapet Detail

The north façade of the building has no windows or doors on the first floor. The second floor has a mixed fenestration with single, double and triple groupings of one-over-one sash windows.



Northwest Corner

The south façade contains a storefront window with a canvas awning at the western end. Above the storefront window is a set of three one-over-one sash windows with a projecting band or eyebrow above. A wood entrance door with decorative wrought iron hardware flanked by sidelights is located within a scored stucco entrance feature with a decorative lighting fixture. The staircase to the second floor residential units is located at the southeast corner of the building. The staircase is accessed thru one of two archways supported by twisted columns. The second floor's fenestration consists of three sets of three one-over-one sash windows.



Entrance on South Facade



Stairway to Residential Units

Over the years there have been alterations to the Jonas Building. The alterations include roof repairs, installation of air conditioning, interior remodeling, installation of awnings, window infill, and window replacement.² These alterations have not had a negative impact on the building's architectural integrity.

III. Historical Information

The Jonas Building was built in 1924 during the Florida Land Boom by Daisy E. Erb. Daisy Erb was a well-known artist who arrived in Palm Beach in 1914. She was very active in the Palm Beach County Art Club and according to a May 2, 1925, Palm Beach Post article Daisy Erb also became a successful real estate developer. As stated in the article, "Miss Erb is one of the most astute business women in Palm Beach, and anyone who says artists have no capacity for business are respectfully referred to Miss Erb

² Town of Palm Beach Building permits from 1924-2014.

who during her several years residence in Palm Beach acquired some of its most valuable property and has established herself in the real estate business meeting with great success.”³

The Jonas Building is located on the northeast corner of Bradley Place and Oleander Avenue. Oleander Avenue was constructed as a narrow street in 1924 extending west of Root Trail from North County Road to Bradley Place. This area was originally part of the Enoch Root homestead.⁴ Some time in the 1910’s, Daisy E. Erb and her relatives, William and Norrie Erb, purchased the property and named it Oleander. They later platted the area and Oleander Avenue became part of the Daisy E. Erbs Addition. Soon after Oleander Avenue was built Daisy Erb sold much of her property there. She did retain ownership of the Jonas Building and her own residence that had been constructed on Oleander Avenue, just to the east of the Jonas Building.⁵

In 1913, Miss Juliette J. Jonas opened a Palm Beach branch of her successful New York hat shop, J.J. Jonas, on Lake Trail. As a teenager she had established her first hat store in New York City. In 1922 she began selling dresses in addition to her original designed hats in all of the shop’s locations including Palm Beach. A savvy businesswoman, Juliette Jonas knew that the growing popularity of the automobile in Palm Beach would cause the shop’s location to become an issue, as automobiles could not traverse the Lake Trail. Therefore, in 1924 she moved her business to the newly constructed commercial building at 189 Bradley Place.⁶

Daisy Erbs’ commercial building at 189 Bradley Place was conveniently located between two of Palm Beach’s main shopping areas – Main Street (now Royal Poinciana Way) and the Fashion Beaux Arts Building. Main Street was the historic commercial street in Palm Beach. By the mid-1920s, Main Street had become an area for congregating in restaurants, dancing, shopping, and banking. The Fashion Beaux Arts Building was constructed in 1916 with its opening in January 1917. Located on North Lake Trail between Seminole and Everglades Avenues, it was an innovative shopping center for its time housing exclusive shops and a movie theater. The

³ Palm Beach Post, 2 May 1925.

⁴ “History of Palm Beach County Art Club One of Fascinating Chapter in Annals of the City.” Palm Beach Times, 17 February 1924.

⁵ Palm Beach City Directories 1924 and 1925.

⁶ “J.J. Jonas to Give Show at Tombola.” Palm Beach Daily News, 17 February 1963.

shopping center was enlarged in 1925 with an addition to the east extending it to Bradley Place.⁷

Daisy Erb sold the building at 189 Bradley Place in 1944 to George D. Cherones for \$16,000.⁸ The J.J. Jonas store continued in this location until 1970 when the store relocated to Worth Avenue.⁹ J.J. Jonas was one of the longest running women's fashion stores on Palm Beach. It was known for "women's clothes with that look of understated elegance."¹⁰ The couture boutique catered to Palm Beach's wealthy and glamorous women. Juliette Jonas died in December 1960, after which her grandnephew, Barry Jonas, became the store's owner and designer.

V. Architects Biography

There is no architect listed on the Palm Beach building permit for 189 Bradley Place and therefore, like many Palm Beach buildings constructed in the early twentieth century, it was most likely designed and built by the listed contractor Eugene (Gene) H. Bartholomew. Gene Bartholomew and his wife Mae came to the Palm Beach area in 1913 after they purchased a pineapple plantation in Lantana.¹¹ He was a general contractor and builder with offices in downtown West Palm Beach beginning in 1921. An advertisement in the 1922 City Directory read, "Gene Bartholomew – Builder, Homes Well Built, Apartments Well Designed".¹² By 1925, Gene Bartholomew was involved in real estate development in addition to building construction in Palm Beach and West Palm Beach.

VI. Statement of Significance

The Jonas Building is a noteworthy example of a Mediterranean Revival style commercial building constructed during the 1920's Florida Land Boom. The building is also significant for its original owner and successful real estate developer Daisy E. Erb, as well as, early commerce in Palm Beach with Juliette Jonas' long running specialty women's clothing boutique, J.J. Jonas. Daisy Erb's development and Juliette Jonas' boutique represented the need for commercial buildings and businesses to

⁷ "Fashion Beaux Arts Prepares for Another Season Opening." Palm Beach Daily News. 18 December 1927.

⁸ "Jonas Building Sold in \$16,000 Transfer." The Palm Beach Post. 2 July 1944.

⁹ "Jonas Moves to Worth Avenue." Palm Beach Daily News. 3 May 1970.

¹⁰ Palm Beach Daily News. 11 December 1977. As quoted by Barry Jonas.

¹¹ "Business Becomes Tradition." Palm Beach Daily News. 4 July 1976.

¹² Palm Beach City Directory 1922.

accommodate the demands and desires of the growing number of seasonal residents in Palm Beach during the mid-1920's.

VII. Criteria For Designation

Section 54-161 of the Town of Palm Beach Landmarks Preservation Ordinance outlines the criteria for designation of a landmark or landmark site and suggests that at least one criterion must be met to justify the designation. Listed below are the criteria which relate to this property and justification for designation:

(1) "Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town."

The Jonas Building was constructed during the Florida Boom Time Era of the 1920s and is a good example of Mediterranean Revival style architecture so popular during that era. A commercial building with residential units above, it was built to meet the commercial and residential needs of the growing number of visitors and seasonal residents in Palm Beach. The original owner, Daisy E. Erb, and the J.J. Jonas boutique both associated with the Jonas Building reflect the broad cultural, political, economic and social history of the Town of Palm Beach, and thereby fulfilling criterion (1) of the Landmarks Preservation Ordinance.

(3) "Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship."

The Jonas Building is a good example of commercial Mediterranean Revival style architecture popularized in Palm Beach during the Land Boom of the 1920s and still recognized as the "Palm Beach Style." The commercial building embodies distinctive Mediterranean Revival characteristics including arches, decorative cast stone pilasters, stucco façade, wood doors and decorative metal light fixtures thereby fulfilling criterion (3) of the Town of Palm Beach Landmarks Preservation Ordinance.

VIII. Selected Bibliography

Curl, Donald W. Mizner's Florida: American Resort Architecture. Cambridge, Massachusetts: The MIT Press, 1987.

_____. Palm Beach County: An Illustrated History. Northridge, California: Windsor Publications, Inc., 1987.

The Historical Society of Palm Beach County. Daisy Erb and Jonas files.

Marconi, Richard A. and Murray, Debi. Images of America: Palm Beach. Charleston, South Carolina: Arcadia Publishing, 2009.

McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, Inc., 1984.

The Palm Beach Daily News and Palm Beach Post. Archived Articles

Sanborn Insurance Map of Palm Beach. New York: Sanborn Map Co., 1919 and 1926. City of West Palm Beach Public Library, Florida Room.

Town of Palm Beach. Building Permits, 1924–2014.

West Palm Beach City Directories. Asheville, NC: Florida-Piedmont Directory Company, 1918-1966.

IX. Florida Master Site File Form



HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site # PB06350
 Recorder Jane S. Day
 Field Date 8/20/2010
 Form Date 10/3/2010
 Form No 201008
 Formfile = Field Date (YYYYMM)

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) Three Pearls LLC, Building Multiple Listing (DHR only) _____
 Other Names _____ >> _____
 Survey or Project Name Palm Beach Historic Sites Survey, Phase V Survey# _____
 National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix
<u>189</u>		<u>Bradley</u>	<u>Place</u>	

 Cross Streets (nearest between) Oleander Ave & Seminole Ave
 City / Town (within 3 miles) Town of Palm Beach In Current City Limits? YES
 County Palm Beach Tax Parcel #(s) 50-43-43-15-05-000-0011
 Subdivision Name Erbs daisy E. Add Block _____ Lot 1
 Ownership Private-Corporate-for Profit
 Name of Public Tract (e.g., park) _____
 Route to (especially if no street address) On the northeast corner of Bradley Place and Oleander Ave.

MAPPING

USGS 7.5' Map Name _____ Publication Date _____ >> PAIM BEACH;1983
 Township: _____ Range: _____ Section: _____ 1/4 section: _____ >> 43S ; 43E ; 15 ; UNSP
 Irregular Section Name: _____
 Landgrant _____
 UTM: Zone _____ Easting _____ Northing _____
 Plat or Other Map (map's name, location) _____

DESCRIPTION

Style Mediterranean Revival Other Style _____
 Exterior Plan Irregular Other Exterior Plan _____
 Number of Stories 2
 Structural System(s) _____ >> Wood frame
 Other Structural System(s) hollow clay tile
 Foundation Type(s) _____ >> Slab
 Other Foundation Types _____
 Foundation Material(s) _____ >> Poured Concrete Footing
 Other Foundation Material(s) _____
 Exterior Fabric(s) _____ >> Stucco
 Other Exterior Fabric(s) _____
 Roof Type(s) _____ >> Flat
 Other Roof Type(s) _____
 Roof Material(s) _____ >> Tar & gravel
 Other Roof Material(s) _____
 Roof Secondary Structure(s) (dormers etc) _____ >> _____
 Other Roof Secondary Structure(s) _____
 Number of Chimneys _____
 Chimney Material _____
 Other Chimney Material(s) _____
 Chimney Location(s) _____

Page 1 of 3

HISTORICAL STRUCTURE FORM

8PB06350

DESCRIPTION (continued)

Window Descriptions 1/1 DHS, fixed plate glass

Main Entrance Description (stylistic details) recessed on the west facade

Porches: \$open 2 \$closed \$enclosed Location(s) entry - w, 2nd floor balcony - w

Porch Roof Type(s)

Exterior Ornament pilasters, cast stone, balustrade, quoins

Interior Plan Unknown

Other Interior Plan

Condition Good

Structure Surroundings

Commercial: SOME of this category Residential: SOME of this category

Institutional: NONE of this category Undeveloped: NONE of this category

Ancillary Features (Number / type of outbuildings, major landscape features)

Archaeological Remains (describe): none observed

If archaeological remains are present, was an Archaeological Site Form completed?

Narrative Description (optional)

HISTORY

Construction year 1924

Architect (last name first): unknown

Builder (last name first): Bartholomew, Gene

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
>>			

Structure Use History

Use Year Use Started Year Use Ended >> Commercial unspecified; 1924;

Other Structure Uses

Ownership History (especially original owner, dates, profession, etc.)

RESEARCH METHODS

Research Methods >> Examine local property records

Other research methods

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? INSUFF. INFO Name of Local Register if Eligible Town of Palm Beach Landmark

Individually Eligible for National Register? INSUFF. INFO

Potential Contributor to NR District? NO

Area(s) of historical significance >> Community planning & development

Other Historical Associations

Explanation of Evaluation (required) This is a good example of a Boom Times era commercial building. It is worthy of further study.

HISTORICAL STRUCTURE FORM

8PB06350

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, including Field Notes, Plans, other Important Documents.

Document type: _____	Maintaining Organization: _____
File or Accession #: _____	Descriptive Information: _____
>> _____	

RECORDER INFORMATION

Recorder Name (Last, First) Day, Jane S.

Recorder Address / Phone 728 Granada Dr., Boca Raton, FL 33432 561-362-4473

Recorder Affiliation Research Atlantica Other Affiliation _____

Is a Text-Only Supplement File Attached (Surveyor Only)? _____

***** MASTER SITE FILE USE ONLY *****

Cultural Resource Type: _____ Electronic Form Used: _____ Form Type Code: _____ Form Quality Ranking: _____ Form Status Code: _____ Supplement Information Status: _____ Supplement File Status: _____ Form Comments: _____ _____ _____	SHPO's Evaluation of Resource Date: _____ FMSF Staffer: _____ Computer Entry Date: _____
--	---

REQUIRED PAPER ATTACHMENTS

- (1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED
- (2) LARGE SCALE STREET OR PLAT MAP
- (3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

EXCERPT FROM THE MINUTES OF THE LANDMARKS PRESERVATION COMMISSION
MEETING OF NOVEMBER 19, 2014

[Item 3: 189 Bradley Place](#)

Owner: Three Pearls LLC

Call for disclosure of ex parte communication: No disclosures

Mrs. Delp verified that proof of publication and proper legal service were achieved with regard to this designation hearing.

Emily Stillings, Murphy Stillings LLC, Staff Historic Preservation Consultants, testified to the architecture, history, and architectural history for this commercial/residential building, constructed in 1924, which is historically known as the Jonas Building. Ms. Stillings indicated that the property owner supports the landmark designation of the building. She testified that this property meets the following criteria for landmark designation:

Sec. 54-161 (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town; and,

Sec. 54-161 (3) Embodies the distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.

MOTION BY MR. COONEY THAT THE DESIGNATION REPORT BE MADE A PART OF THE RECORD.

MOTION SECONDED BY MR. STRAWBRIDGE.

MOTION CARRIED UNANIMOUSLY.

Commission Comments: A wonderful commercial building....glad we are choosing to designate it and grateful that the property owner supports the designation.

MOTION BY MR. COONEY THAT 189 BRADLEY PLACE BE RECOMMENDED TO THE TOWN COUNCIL FOR DESIGNATION AS A LANDMARK OF THE TOWN OF PALM BEACH.

MOTION SECONDED BY MRS. ALBARRAN.

MOTION CARRIED UNANIMOUSLY.

Palm Beach, Florida, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 54 - HISTORICAL PRESERVATION >> ARTICLE IV. - DESIGNATION PROCEDURE >>

ARTICLE IV. - DESIGNATION PROCEDURE

Sec. 54-161. - Criteria for landmarks and landmark sites.

Sec. 54-162. - Creation of historic districts.

Sec. 54-163. - Commission powers with respect to landmarks, landmark sites and historic districts.

Sec. 54-164. - Landmark, landmark site and historic district designation and undesignation procedures.

Sec. 54-165. - Voluntary restrictive covenants.

Secs. 54-166—54-195. - Reserved.

Sec. 54-161. - Criteria for landmarks and landmark sites.

A landmark or landmark site shall meet at least one of the following criteria:

- (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.
- (2) Is identified with historic personages or with important events in national, state or local history.
- (3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.
- (4) Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized or who influenced his age.

(Code 1982, § 16-38)

Sec. 54-162. - Creation of historic districts.

- (a) *Authorized.* For preservation purposes, the commission shall identify geographically defined areas within the town to be designated as historic districts and shall cite the guideline criteria upon which such designation shall be made. An historic district may be designated for any geographic area of particular historic, architectural or cultural significance to the town that:
 - (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.
 - (2) Is identified with historic personages or with important events in national, state or local history.
 - (3) Embodies distinguishing characteristics of one or more architectural types, or contains specimens inherently valuable for the study of a period, style or methods of construction or use of indigenous materials or craftsmanship.
 - (4) Is representative of the notable works of one or more master builders, designers or architects whose individual ability has been recognized to have influenced their age.
 - (5) Constitutes a unique area of architecture, landscaping and planning.
- (b) *Petition for special historic district category.* Following the designation of each landmark or landmark site, the commission may petition the town council for the categorizing of such

property as special district H. Following the designation of each historic district, the commission may petition the town council for the categorizing of each property in such district to special district HD.

(Code 1982, §§ 16-38.1, 16-39)

Sec. 54-163. - Commission powers with respect to landmarks, landmark sites and historic districts.

The commission has the power to:

- (1) Designate a building, together with its accessory buildings and its lot of record, or a vacant site or a district as historic and worthy of preservation as a landmark, landmark site or historic district, as the case may be, within the jurisdiction of the commission, provided such designation is ratified by the town council.
- (2) Recommend appropriate legislation for the preservation of any building, site or district which it has so designated.
- (3) Make application for public and private funds when appropriate and available for the purposes set forth in this article subject to the approval of the town council.
- (4) Review applications proposing erection, alteration, restoration or moving of any building it has so designated or any building located in a district it has so designated, and to issue or deny certificates of appropriateness accordingly.
- (5) Review applications for demolition permits proposing demolition of all or part of any landmark or any building located in an historic district, and to issue certificates of appropriateness or to deny them for one year.
- (6) Cooperate with the owner of a landmark or a property located in an historic district throughout the year following a refusal to issue a certificate of appropriateness pursuant to an application for a demolition permit, and to seek alternative economic uses for such landmark or property.
- (7) Review its denial of a certificate of appropriateness for demolition of such landmark or property annually, during a public hearing at which time the owner of the affected landmark or property shall be afforded an opportunity to appear with counsel and to present testimony.
- (8) Prohibit the issuance of building, exterior remodeling or demolition permits affecting any property under consideration for landmark designation without a certificate of appropriateness, this prohibition to remain in effect for the length of time required by the commission and the town council for final action on the proposed designation. The commission shall accomplish such prohibition by furnishing the building official a list of all property under consideration for landmark designation.

(Code 1982, § 16-42)

Sec. 54-164. - Landmark, landmark site and historic district designation and undesignation procedures.

- (a) The following procedure shall be adhered to by the commission in designating any building, building site or district that is worthy of preservation:
 - (1) The commission shall consider for landmark designation any property proposed by the owner of record or by a member of the commission.
 - (2)

Notice of a proposed designation shall be sent by certified mail to the owner of record of property proposed for designation as a landmark or landmark site and to each owner of record of property in a district proposed for designation as an historic district, describing the property proposed and announcing a public hearing by the commission to consider such a designation to be held not less than 30 days after the mailing of such notice.

- (3) The commission shall also cause notice of each such proposed designation to be posted at least 30 days prior to the public hearing on the bulletin board in the lobby of the town hall, and in addition the commission shall cause such notice to be published in a newspaper having general circulation in the town.
 - (4) The commission may retain or solicit expert testimony regarding the historic and architectural importance of the buildings and districts under consideration for designation.
 - (5) The commission may present testimony or documentary evidence of its own to establish a record regarding the historic and architectural importance of the proposed landmark, landmark site or historic district.
 - (6) The commission shall afford the owner of each affected property reasonable opportunity to present testimony or documentary evidence regarding the historic and architectural importance of such property.
 - (7) The owner of each affected property shall be afforded a right of representation by counsel and reasonable opportunity to cross examine witnesses presented by the commission.
 - (8) Any interested party may present testimony or documentary evidence regarding the designation of a proposed landmark, landmark site or historic district at the public hearing and may submit to the commission documentary evidence within three days after the hearing.
 - (9) Within not more than 30 days after a public hearing, the commission shall render a final decision regarding the proposed designation and give written notice of its decision to each owner of property affected by the designation, setting forth the reasons for the decision.
 - (10) The commission shall maintain a record of testimony and documentary evidence submitted to it for consideration of the designation of a proposed or previously designated landmark, landmark site or historic district.
 - (11) In accordance with section 54-163(1), the town council shall, within 90 days of the commission's final decision, hold a public hearing to consider ratification of the determination of the commission prior to the designation of a property as a landmark or landmark site or of a district as an historic district becoming effective. Absent ratification by the town council, the commission's determination shall be ineffective.
 - (12) Within 30 days of the date on which the town council ratifies the commission's designation of a landmark, landmark site or historic district, the commission shall cause to be filed in the office of the county recorder of deeds a certificate of notification that such property is designated a landmark or landmark site or is located within a district designated an historic district; and the certificate of notification shall be maintained on the public record until such time as such designation may be withdrawn by the commission and the town council.
- (b) Designation and undesignation hearings before the commission shall be held only during the months of November, December, January, February, March and April.
- (c)

Designation of a landmark, landmark site or a historic district may be withdrawn by following the same procedure as listed above.

(Code 1982, § 16-43)

Sec. 54-165. - Voluntary restrictive covenants.

The owner of any landmark or landmark site may, at any time following the designation of his property, enter into a restrictive covenant on the property after negotiation with the commission. The commission may assist the owner in preparing such a covenant in the interest of preserving the landmark or the landmark site. The owner shall record such covenant in the office of the county recorder of deeds and shall notify the town clerk, building official and town council and may notify the office of the county property appraiser of such covenant and the conditions thereof.

(Code 1982, § 16-48)

Secs. 54-166—54-195. - Reserved.

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 193-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying and Confirming the Determination of the Landmarks Preservation Commission that the Property Known as 1545 N. Ocean Way Meets the Criteria Set Forth in Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach; and Designating Said Property as a Town of Palm Beach Landmark Pursuant to Ordinance No. 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach.

Presenter

John S. Page, Director of Planning, Zoning and Building

Supporting Documents

- [Memorandum dated November 26, 2014 from John S. Page, Director of Planning, Zoning and Building](#)
- [Resolution No. 193 - 2014](#)
- [Designation Report for 1545 N. Ocean Way](#)
- [Excerpt from the Minutes of the Landmarks Preservation Commission Meeting of November 19, 2014](#)
- [Attorney Guy Rabideau Exhibit](#)
- [Attorney Guy Rabideau Exhibit \(pt. 2\)](#)
- [Attorney Guy Rabideau Exhibit \(pt. 3\)](#)
- [Attorney Guy Rabideau Exhibit \(pt. 4\)](#)
- [Article IV Designation Procedures](#)
- [Letter Dated December 2, 2014, from Guy Rabideau](#)
- [E-mail Dated December 4, 2014, from Guy Rabideau](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director of Planning, Zoning and Building

Re: Landmark Designation of 1545 N. Ocean Way
Resolution No. 193 – 2014

Date: November 26, 2014

STAFF RECOMMENDATION

Staff recommends ratification of the property known as 1545 N. Ocean Way as a Town landmark.

LANDMARKS PRESERVATION COMMISSION RECOMMENDATION

At the Public Hearing for Designation held during the November 19, 2014 meeting of the Landmarks Preservation Commission, the Commission voted (6-1) to recommend to the Town Council that the above mentioned property be designated as a landmark. In accordance with Section 54-164 (a) (11) of Chapter 54 of the Town of Palm Beach Code of Ordinances, the Town Council shall hold a public hearing within ninety (90) days of the final decision of the Landmarks Commission to consider ratification of the Commission's recommendation.

GENERAL INFORMATION

The property meets the following criteria for designation as a landmark of the Town of Palm Beach:

Sec. 54-161 (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town; and,

Sec. 54-161 (3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmen; and,

Sec. 54-161 (4) Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized or has influenced his age.

Landmark Designation of 1545 N. Ocean Way

Resolution No. 193 - 2014

November 26, 2014

Page 2

OWNER CONSENT

Please be advised that the property owners were present at the designation hearing and stated their objections to the designation. They were represented by Attorney Guy Rabideau and others who offered testimony in opposition to landmark designation of this property.

FUNDING/FISCAL IMPACT

No direct funding is needed for this action.

COMPREHENSIVE PLAN

The action proposed is consistent with the goals, objectives and policies contained in the Historic Preservation Element of the Town's Comprehensive Plan.

TOWN ATTORNEY REVIEW

Please be advised that the Town Attorney has reviewed Resolution No. 193 - 2014 relating to 1545 N. Ocean Way, and has approved it as to legal form and sufficiency.

attachments

JSP:cmd

cc: Thomas G. Bradford, Deputy Town Manager
John C. Randolph, Town Attorney
Susan A. Owens, Town Clerk
John Lindgren, AICP, Planning Administrator
pf

RESOLUTION NO. 193 - 2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RATIFYING AND CONFIRMING THE DETERMINATION OF THE LANDMARKS PRESERVATION COMMISSION THAT THE PROPERTY KNOWN AS 1545 NORTH OCEAN WAY MEETS THE CRITERIA SET FORTH IN ORDINANCE NO. 2-84, ALSO KNOWN AS CHAPTER 54, ARTICLE IV OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH; AND DESIGNATING SAID PROPERTY AS A TOWN OF PALM BEACH LANDMARK PURSUANT TO ORDINANCE NO. 2-84, ALSO KNOWN AS CHAPTER 54, ARTICLE IV OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH.

WHEREAS, pursuant to the provisions of Ordinance No. 2-84, (Chapter 54, Article IV, Code of Ordinances of the Town of Palm Beach) the Landmarks Preservation Commission of the Town of Palm Beach held public hearings and recommended to the Town Council that certain property described herein be designated as a landmark as described in said Ordinance and Code; and

WHEREAS, after due notice to the property owner(s) affected, a public hearing was held at which all parties interested were given an opportunity to be heard and express their views and opinions with respect to the property and its designation as a landmark; and

WHEREAS, the Town Council does hereby find and determine that the property described herein meets the criteria required by the Ordinance to designate a landmark, and shall be designated as a landmark;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The recommendation and determination of the Landmarks Preservation Commission as to the property hereinafter described in Section 3 of this Resolution, being designated as a landmark is hereby ratified, approved and confirmed.

Section 3. The landmark herein designated, pursuant to the provisions of Ordinance No. 2-84, and the provisions of the Town Code described herein, is known as **1545 North Ocean Way** and the property to be landmarked is legally described as follows:

**LOTS 5, 6, AND 7, BOCA RATONE COMPANY'S INLET SUBDIVISION,
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 15,
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

Section 4. The Town Clerk is hereby ordered to furnish the property owner of the landmarked property a copy of this Resolution.

Section 5. Within thirty (30) days from the date of this Resolution, the Landmarks Preservation Commission shall cause to be filed in the Office of the Recorder of Deeds in and for Palm Beach County, Florida, a certificate that the above-described property comprises a landmark, as defined in and subject to the provisions of Ordinance No. 2-84 and the Code of Ordinances of the Town of Palm Beach, Florida.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of December, 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

1545 North Ocean Way



DESIGNATION REPORT

November 19, 2014

Landmark Preservation Commission

Palm Beach, Florida

DESIGNATION REPORT

1545 North Ocean Way

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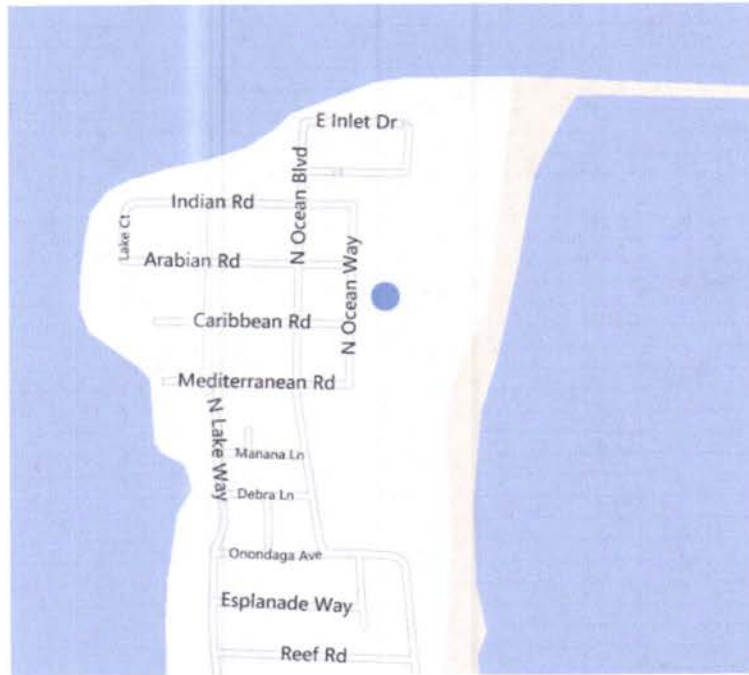
Report produced by Murphy Stillings, LLC

I. General Information

Location:	1545 North Ocean Way Palm Beach, Florida
Date of Construction:	1937
Historic Name:	Windandsea
First Owner:	Mr. and Mrs. Harold Sweatt
Architect:	Treanor and Fatio, Main House 1937 Wyeth, King & Johnson Guest House 1957
Builder/Contractor:	Charles Trevail, Main House 1937 Paul J. Carney, Guest House 1957
Present Owner:	Arthur L Williams, Jr. and Angela Williams
Present Use:	Single Family Dwelling
Present Zoning:	RA
Palm Beach County Tax Folio Number:	50434234020000050
Current Legal Description:	Boca Ratone Co Inlet Sub Lots 5, 6 & 7

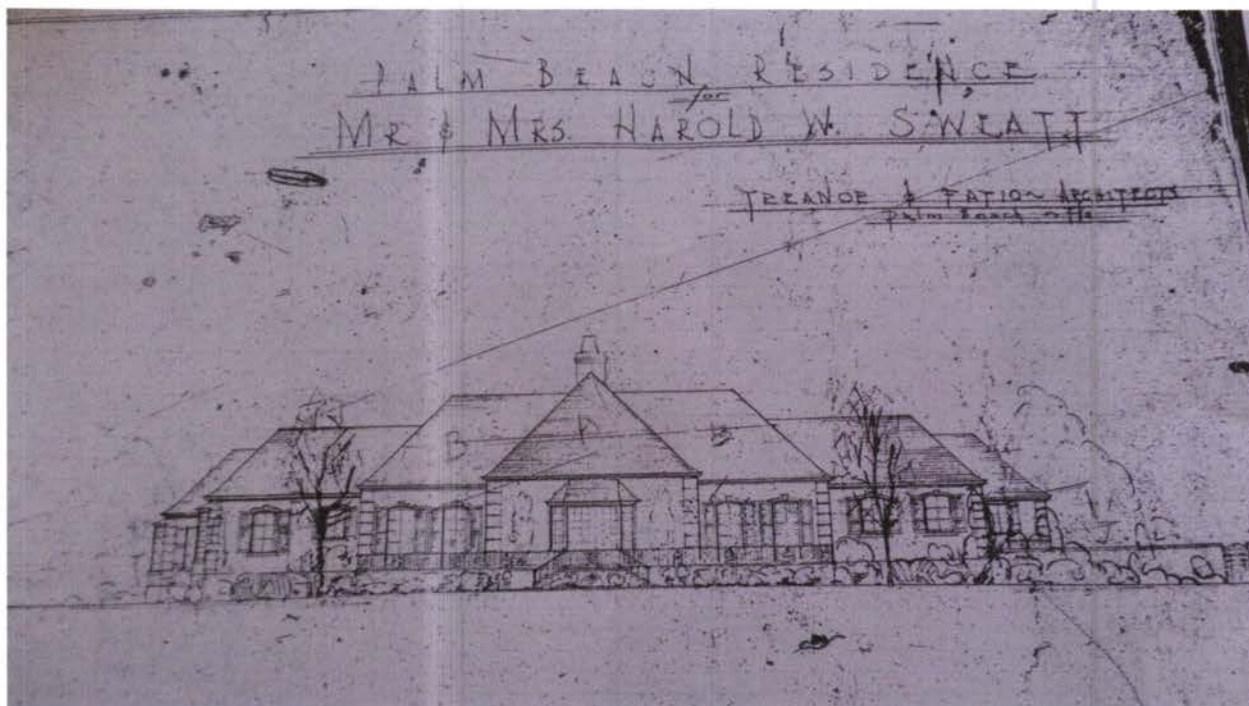
II. Location Map

1545 North Ocean Way



III. Architectural Information

Located on a large oceanfront lot on North Ocean Way at Arabian Road in Palm Beach's north end, 1545 North Ocean Way is an interesting example of the French Eclectic style as interpreted by one of Palm Beach's most important architects, Maurice Fatio. The house was commissioned in 1937 by Honeywell President Harold Sweatt, and originally named Windandsea. The builder, Charles Trevail, constructed the residence for approximately \$40,000.¹ Twenty years later, Harold Sweatt hired distinguished Palm Beach architect Marion Sims Wyeth to design a guesthouse and cabana in the French Eclectic style to compliment the main house.



Windandsea is an excellent example of Maurice Fatio's skillful interpretation of the French Eclectic style of architecture. French Eclectic architecture is based upon precedents provided by many centuries of French domestic architecture. The style embraces the various regional styles found across France as well as American adaptations and interpretations in a more vernacular way that made it suitable for single-family houses. The style shows great variety in form and detailing but is united by the characteristic steeply pitched hipped roof with flared eaves. The style can be symmetrical and quite

¹ Town of Palm Beach Building permit #2239 dated February 2, 1937. Charles Trevail was an accomplished builder based in West Palm Beach. He began his practice in the early 1920s.

formal or asymmetrical and rambling as are many French farmhouses. Early versions of the French Eclectic style (1900 – 1915) were more likely influenced by the elaborate Beaux Arts and Chateausque styles, whereas later houses, like Windandsea, were influenced by the Tudor style and more restrained French homes.



Windandsea is an expansive, mostly one-story dwelling built in a U-shape on a sprawling oceanfront lot.² The frame house is faced with hand-made, weathered brick from the Carolinas and is topped with steeply pitched, interconnecting hipped roofs with flared eaves covered with flat, red-clay tiles.³ The house has both casement and double hung windows and nearly all are detailed with arched brick lintels and flanked by louvered wood shutters. There are also a number of large bay windows for added sunlight on the south and east elevations and brick quoins adorn almost every corner of the residence.

The east façade, which faces the ocean, has a balanced plan with a main center pavilion framed by recessed wings on both the north and south sides extending to the west to form the U-shape.⁴ The focal point of the main pavilion is a large projecting bay window and a prominent brick chimney that

² The property is nearly 4 acres and has 280 feet of beach frontage.

³ Alexandra Fatio Taylor reported that the bricks were handmade in North or South Carolina. A 1966 article in *Town and Country Magazine* states that the roof tiles are Ludowici Celedon tiles, a very high quality clay tile.

⁴ Looking from the ocean, the east façade appears to have a symmetrical five-part plan, but the drawings indicate that the wings were not completely symmetrical.

is set on center in the ridge of the roof. The wings, which flank this center section, have windows with arched brick lintels and wood louvered shutters as well as bay windows. There are four additional chimneys on the house providing symmetry to the design.



Throughout his career, Fatio designed houses that incorporated both refined symmetry and casual asymmetry. He was also very adept at designing houses to meet his client's needs while taking advantage of the property's setting and local climate. The west side of the house embraces these design concepts as well as displaying Fatio's talent for blending interior and exterior living spaces. The entrance façade is set in the northern pavilion that is attached to the house but located in the walled motor court. This two-story portion allowed for a two-car garage with staff quarters above. The arched entry contains large wood-paneled doors with a fanlight above. This original fanlight is particularly noteworthy as it has a working lantern built into the decorative glazing. Plans for the house indicate that the entry opens into a stair hall leading to a foyer above. The foyer has a small entry into the staff quarters but mainly serves as an entrance into the north loggia. The north loggia provides access to the large center courtyard around which the dining loggia, the living loggia, the east loggia and the south loggia were all built in a U-shape design. These loggias are framed with a colonnade of large brick and

cypress arches on the patio side and sets of multi-light French doors and single multi-light doors that lead into the interior rooms of the house.



Photos of the interior rooms from newspaper articles and Alexandra Fatio Taylor's collection indicate that several rooms of the house had decorative wood paneling. Florida designers Jessup, Inc. were hired to do the original interior decorating in the French Provincial style. The house was built on a ridge with a basement below so that the east facing rooms could take advantage of the ocean views.

Fatio was an eclectic architect who took pride in his ability to work in different design styles and Windandsea is an excellent example of Fatio's skill at adapting a more northern French-style house for Palm Beach's tropical climate. By incorporating open loggias and a sheltered courtyard into the design, Fatio transforms what would commonly be a closed northern design into an open design encouraging outdoor living. Fatio created symmetry through the use of a central courtyard, but the off center entry and the wings of pavilions and loggias give it a less formal character and provide excellent indoor and outdoor circulation.

In 1957, Harold Sweatt commissioned Wyeth, King & Johnson to construct a guesthouse and pool cabana. A swimming pool was added at the same time. The guesthouse and cabana sit at the southern edge of the property facing

north. It was designed in the French Eclectic style to complement the main dwelling with steeply pitched hipped roofs with flared eaves. Contractor Paul J. Carney built it with a center pavilion and two flanking pavilions all covered with weathered brick. The center pavilion has an open cypress arcade while the side pavilions have 6/6 double-hung windows flanked by louvered shutters and brick quoins at the corners. The roof is currently covered with red composition shingles.



Over the years there have been minimal changes to the property, and most were maintenance. The roof was replaced, air conditioning added and the kitchen was remodeled. A small stucco and brick building was added just west of the guesthouse and appears to be used for landscape maintenance storage. Overall, the original architectural integrity of the dwelling appears to remain very much intact.

IV. Historical Information

The late 1930s was a busy time in Maurice Fatio's career as well as the beginning of significant growth in Palm Beach's north end. From 1931-1933, Fatio had so few commissions he considered closing the Palm Beach office. However, by the winter of 1934, business had picked up significantly and he remained very active and highly sought after until the start of the War. Building in Palm Beach was also on a rise and the north end was beginning to gain popularity. A Palm Beach Post article from February 1937, provides information about this development:

“Announcement Saturday of the purchase by the firm of Carlberg & Cook of a number of lots in the Inlet Subdivision at the extreme north end of Palm Beach brought out the interesting fact that more than 40 lots have been sold in that section since October 1, 1936, following a lapse of activity in that property since late 1925. The Palm Beach Company, owners of the Inlet Subdivision, constructed several new streets in that section last summer, which was followed by sudden interest being shown in the property by many well know resort visitors and residents. Their property extends from Mediterranean Road on the south to Indian Road on the north. Among the well-known resorters purchasing lots are Mr. & Mrs. Harold R. Sweatt of Minneapolis.”⁵

As referenced in the article, in the summer of 1936 the Palm Beach Company built or extended a number of roads, including North Ocean Way, Mediterranean Road, Caribbean Road, Arabian Road and Indian Road. Prior to this, much of the north end was considered wilderness and when the Sweatts began building their “winter retreat” it was often referred to as Sweatt’s Folly due to its location on the Island’s distant north end. Between 1935 and 1938, Fatio designed a number of houses in this part of Palm Beach near the Lake Worth inlet, as well as several just south of this area. Most of the houses were designed for specific clients, however, others were designed and built as spec homes for developers.⁶

Harold W. Sweatt, President of Honeywell and a winter resident of Palm Beach since 1921, commissioned Windandsea. According to a 1957 Palm Beach Daily News article, “Harold’s father, William R. Sweatt, blazed the way to Florida and the W.R. Sweatts were as closely identified with the Winter colony of their day as the Harold Sweatts are today.”⁷ Prior to Harold Sweatt building his house on North Ocean Way, both of the Sweatt families had houses in town on Seabreeze Avenue.

William R. Sweatt moved to Minneapolis in 1891 and started the Sweatt Manufacturing Company. In 1892, he invested in the Minneapolis-based Consolidated Temperature Control Company, and a year later was asked to take over management of the company. The company was re-named several times but

⁵ “The Palm Beach Post, “Many Resorters Plan to Build Homes At Inlet,” 15 February 1937. Other “resorters” mentioned in the article are Mr. Stewart McDonald, Miss Hattie Carnegie, Mrs. Hartford Makaroff, Mr. Michael Phipps, Mr. Floyd Wideman, Mr. J. Field Wardlaw, Mr. Frank Wideman, Mr. Bror G. Carlberg, and Mr. J.M.L. Rutherford.

⁶ The developers included Palm Beach Modern Homes, Inc., E.B. Walton and Sons, J.S. Willson Company, and Arnold Construction Company.

⁷ Palm Beach Daily News, “Spotlight on Palm Beach: Harold W. Sweatt.” 23 December 1957.

in 1912 became the Minneapolis Heat Regulator Company. In 1913, W.R. Sweatt named his 22-year old son, Harold, vice-president of the company. The company survived a couple of rough years, but W.R. Sweatt was able to turn his innovative idea – thermostatic heating control – into a thriving business and by the mid-1920s the company had expanded nationally and internationally. In 1927, it merged with Honeywell, Inc. with W.R. Sweatt, Chairman of the Board and Mark C. Honeywell, President. Harold Sweatt took over as President in 1934 and led Honeywell through an incredible period of growth and global expansion.⁸

In Palm Beach, Harold and Mary Sweatt were active in civic, cultural and social affairs. Despite commuting to Minneapolis every few weeks, Harold Sweatt managed to combine his active business career with Palm Beach winter life successfully. He was a member and director of the Everglades Club, the Bath and Tennis Club, the Gulf Stream Club and the Seminole Golf Club as well as being a governor of Good Samaritan Hospital, a director of the Palm Beach Civic Association and a vestryman at Bethesda-by-the-Sea.⁹ Mary Sweatt was also involved a number of organizations including the Society of Four Arts, the Garden Club, Pine Ridge Hospital, Palm Beach Community Fund and Opportunity, Inc. A newspaper article described the Sweatts as being “among the resort’s most popular hosts, entertaining frequently in their home.”¹⁰

The house remained in the Sweatt Family for nearly 50 years for after the death of Mary Sweat in 1966 and Harold Sweatt in 1980, their daughter Martha Sweatt Reed and her husband Arthur Lachlan Reed took ownership of the house. The family lived there until 1996, when the second and current owners, Arthur and Angela Williams, purchased the house.

V. Architects Biographies

Maurice Fatio

Maurice Fatio was one of Palm Beach’s leading architects from the 1920s to the early 1940s. His firm, Treanor & Fatio was one of the largest architectural firms in Palm Beach and Fatio’s distinctive designs can be seen throughout the Island.

⁸ In 1959, Harold Sweatt was described by Forbes Magazine as one of the least-known heads of successful U.S. Corporations. Honeywell, Inc. is today a Fortune 100 company.

⁹ In 1955, Harold Sweatt was a member of the White House conference on Education.

¹⁰ Palm Beach Daily News, 24 December 1948.

Fatio was born in 1897 in Geneva, Switzerland. He studied architecture under Karl Moser at the Zurich Polytechnical. After graduation in 1920, Fatio came to America and apprenticed with Harrie T. Lindeberg, a prominent New York architect of Norman and English style country houses.

In 1921, Fatio formed a partnership with William A. Treanor, another architect in Lindeberg's firm. They quickly achieved a great deal of success, constructing numerous houses, primarily Colonial, on Long Island as well as buildings in Manhattan, including Beekman Tower on the East River.

Fatio's association with Florida can be traced to his employment with Lindeberg, when he received the commission for eight small houses in New Smyrna, Florida. In October, 1923, Treanor and Fatio were asked to be the architects for the Olympia Beach development, now Jupiter Island. The next year Fatio opened an office in Palm Beach.

Fatio's many commissions for houses and commercial buildings in Palm Beach were based on his reputation in New York as well as his charm, good looks, and European manner. During his career in Florida, Fatio designed in many diverse styles. Mediterranean Revival, more specifically, Italianate houses incorporating tower blocks, were designed for William McAneeny (195 Via Del Mar), the Coopers (801 South County Road), Mortimer Schiff (920 South Ocean Boulevard), and Daniel McCarthy (550 South Ocean Boulevard). More horizontal, symmetrical and formal Florentine houses were designed for Otto Kahn (690 North County Road) and Joseph Widner (1500 South Ocean Boulevard). In 1928, he designed a French Normandy style house for his future mother-in-law Mrs. Charles Curry Chase (Via Del Mar). In the mid-30s, Fatio began designing in the Georgian and British Colonial styles. Large commissions for Albert Worswick (1860 South Ocean Boulevard), E. F. Hutton (1768 South Ocean Boulevard), and Wolcott Blair (1960 South Ocean Boulevard) with their simple materials and uncluttered lines reflected the sober, economic climate and set the pace for the smaller Colonial and Regency commissions that followed them.

During this time, Fatio also worked in the modern style, producing such modern masterpieces as "The Reef" built for Mr. and Mrs. Vadim Makaroff. The design of this house won Fatio the Gold Medal at the 1936 French Exposition Internationale des Arts et Techniques dans la vie Moderne as the "Best Modern House In America." Other modern houses were designed for

Messmore Kendall, aviator pioneer Grover Loening, and Prince and Princess Zalstem-Zalessky (Evangeline Johnson Merrill).

World War II brought a halt to construction in Palm Beach. Fatio had many international connections and entered the Office of Strategic Services in Washington, D.C. in June of 1943. He sadly died of cancer later that same year, on December 2, 1943, at the young age of 46.

Marion Sims Wyeth

Marion Sims Wyeth was one of Palm Beach's foremost architects in a career that spanned over fifty years. Wyeth was noted for his "quiet, subdued and rational" interpretations of both the Spanish and Italian styles. With Addison Mizner, Maurice Fatio, Joseph Urban and John Volk, he is credited with creating the "Palm Beach Style".

Wyeth was born in 1889 in New York, a son of Florence Nightingale Sims and Dr. John Allan Wyeth. Dr. Wyeth was a Civil War poet, surgical pioneer, and founder of New York's Polyclinic Hospital, the first postgraduate medical school in the United States. Marion's grandfather, Dr. James Marion Sims, founded the field of gynecology and the first woman's hospital in history. Marion Sims Wyeth began his architectural studies at Princeton University and completed his classic training at the École des Beaux-Arts in Paris in 1914. At the time, the Ecole was considered the one of the finest schools in the world. It was a style of education based on studying the classics, mostly Roman architecture. After completing school, Wyeth served as secretary to the U.S. Ambassador in Rome. Upon his return to New York, Wyeth became associated with the architectural offices of Bertram Grosvenor Goodhue and later with Carrere and Hastings, the firm that designed Whitehall for Henry Flagler.

Arriving in Palm Beach at the age of 30, Wyeth met with immediate success. From 1920, Wyeth shared a New York office with Frederic Rhineland King, a friend from his student days in Paris, until 1934 when they formalized the relationship with the Wyeth and King partnership. William Royster Johnson joined Wyeth's Palm Beach office as a draftsman in 1924. In 1944 he became a partner and the firm name changed to Wyeth, King and Johnson. Over the years, the firm designed buildings ranging from Mediterranean Revival to classical Georgian, French, and Colonial styles.

The socially popular Wyeth was a prolific craftsman and more than 100 of his designs have graced the Island, including eight built on El Brillo Way. Some of his well-known Palm Beach designs include Qui Si Sana, Casa Juanita, Hogarcito, Casa de Los Arcos, Vita Serena, Southwood and the Betheseda by the Sea rectory. His largest project was Cielito Lindo, a 45,000-square-foot Spanish Moorish-Revival-style mansion built for James Donohue and Jessie Woolworth Donohue in 1927. In the late 1940s, it was sold to developers, who split the property and created several houses. And while Joseph Urban is credited with Mar-a-Lago, Wyeth's association with the project was essential for its completion. Wyeth also had an impressive list of prominent works outside of Palm Beach. Some of these include Good Samaritan Hospital and the Norton Gallery of Art in West Palm Beach, the Governor's Mansion in Tallahassee, and Doris Duke's Shangri La in Honolulu.

Wyeth served as a trustee of the Society of the Four Arts (1936-1969) and as its president (1956-1961). He became the first Palm Beach architect to be elected a fellow of the American Institute of Architecture in 1954, and received the Test of Time Award from its Palm Beach Chapter in 1981. Marion Sims Wyeth passed away in 1982 at the age of 93.

VI. Statement of Significance

Windandsea is an excellent example of Maurice Fatio's skillful interpretation of the French Eclectic style of architecture. It was commissioned by Honeywell President Harold Sweatt in 1937 and remained in the Sweatt family for nearly 50 years. It also represents a time of significant growth in Palm Beach's north end.

VII. Criteria For Designation

Section 54-161 of the Town of Palm Beach Landmarks Preservation Ordinance outlines the criteria for designation of a landmark or landmark site and suggests that at least one criterion must be met to justify the designation. Listed below are the criteria which relate to this property and justification for designation:

- (1) "Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town."

Windandsea was built in 1937 shortly after the Palm Beach Company built new roads in Palm Beach's far north end near the inlet. This area and much of the north end was considered wilderness and had remained largely undeveloped until the mid-1930s. The construction of Windandsea and its many neighboring properties reflected the growing popularity of Palm Beach's north end. The Sweatt family, who commissioned the house and owned it for nearly fifty years, were longtime winter residents of Palm Beach and were very involved in the social and cultural activities of the Town.

- (3) "Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship."

Windandsea is an excellent example of Maurice Fatio's skillful interpretation of the French Eclectic style of architecture adapted for the Palm Beach tropical climate. The dwelling has a steeply pitched roof with flared eaves and a balanced plan with a main center pavilion framed by recessed wings on both the north and south sides extending to the west to form a U-shape with a center courtyard ringed with loggias. By incorporating open loggias and a sheltered courtyard into the design, Fatio transforms what would commonly be a closed northern design into an open design encouraging outdoor living.

- (4) "Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized or has influenced his age."

Maurice Fatio was one of Palm Beach's leading and most sought-after architects from the 1920s to the early 1940s. He was an eclectic architect who took pride in his ability to work in different architectural styles and his design of Windandsea in the French Eclectic style was unique to Palm Beach.

Marion Sims Wyeth, who designed the guesthouse and cabana for Windandsea, was one of Palm Beach's foremost architects in a career that spanned over fifty years. With Addison Mizner, Maurice Fatio, Joseph Urban and John Volk, he is credited with creating the "Palm Beach Style."

VIII. Selected Bibliography

Antique Home. Article on the French Eclectic Style.

Fatio, Alexandra. Maurice Fatio: Architect. Stuart, Florida: Southeastern Printing, 1992.

Historical Society of Palm Beach County. Fatio House File, Fatio File, Sweatt File.

Hoffstot, Barbara D. Landmark Architecture of Palm Beach. Revised Edition. Pittsburgh, Pennsylvania: Ober Park Associates, Inc., 1980. The information regarding 1545 North Ocean Way is incorrect – the architect of the main house is Maurice Fatio, not Marion Sims Wyeth.

McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, Inc., 1984.

Mockler, Kim I. Maurice Fatio: Palm Beach Architect. Acanthus Press, 2010.

Preservation Foundation of Palm Beach. 1545 House File.

The Palm Beach Daily News and Palm Beach Post. Archived Articles.

Sanborn Insurance Map of Palm Beach. New York: Sanborn Map Co., 1952 revised. City of West Palm Beach Public Library, Florida Room.

Town and Country, “Palm Beach French Provincial,” February 1966.

Town of Palm Beach. Building Permits, 1937–2014. Original Drawings on the Microfiche.

West Palm Beach City Directories. Asheville, NC: Florida-Piedmont Directory Company, 1937-1996.

IX. Florida Master Site File Form



HISTORICAL STRUCTURE FORM

Electronic Version 1.1.0

Site # PB07851

Recorder # Day, Jajwa S.

Field Date 11/20/2010

Form Date 12/26/2010

FormNo 201011

FormNo - Field Date (YYYYMM)

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) Arthur L. and Angela Williams, House Multiple Listing (DHR only)

Other Names >>

Survey or Project Name Palm Beach Historic Sites Survey, Phase V Survey#

National Register Category Building(s)

LOCATION & IDENTIFICATION

Address

Street No.	Direction	Street Name	Street Type	Direction Suffix
<u>1545</u>	<u>North</u>	<u>Ocean</u>	<u>Way</u>	

Cross Streets (nearest between) Mediterranean Road

City / Town (within 3 miles) Palm Beach In Current City Limits? YES

County Palm Beach Tax Parcel #(s) 50-43-42-34-02-000-0050

Subdivision Name Boca Ratone Co Block 5-7 Lot 5-7

Ownership Private Individual

Name of Public Tract (e.g., park)

Route to (especially if no street address) On the east side of North Ocean Way at the east end of Arabian Road

MAPPING

USGS 7.5' Map Name RIVIERA BEACH;1946, pr 1986 Publication Date >>

Township: 42N Range: 34E Section: 14 1/4 section: >>

Irregular Section Name: >>

Landgrant >>

UTM: Zone 18N Easting 18N Northing 18N

Plat or Other Map (map's name, location) >>

DESCRIPTION

Style Ranch Other Style >>

Exterior Plan Irregular Other Exterior Plan >>

Number of Stories 1

Structural System(s) >> Hollow clay tile

Other Structural System(s) >>

Foundation Type(s) >> Slab

Other Foundation Types >>

Foundation Material(s) >> Poured Concrete Footing

Other Foundation Material(s) >>

Exterior Fabric(s) >> Stucco

Other Exterior Fabric(s) >>

Roof Type(s) >> Hip

Other Roof Type(s) >>

Roof Material(s) >> Flat tile

Other Roof Material(s) >>

Roof Secondary Structure(s) (dormers, etc) >>

Other Roof Secondary Structure(s) >>

Number of Chimneys 3

Chimney Material Brick

Other Chimney Material(s) >>

Chimney Location(s) north and south central, center

HISTORICAL STRUCTURE FORM

8PB07851

DESCRIPTION (continued)

Window Descriptions: 6/6 DBS, fixed

Main Entrance Description (stylistic details) arched incised doorway

Porches: \$open \$closed \$incised 1 Location(s) front entrance

Porch Roof Type(s)

Exterior Ornament brick, shutters, tennis court

Interior Plan Unknown

Other Interior Plan

Condition Excellent

Structure Surroundings

Commercial: NONE of this category

Residential: MOSTly this category

Institutional: NONE of this category

Undeveloped: NONE of this category

Ancillary Features (Number / type of outbuildings, major landscape features) tennis courts

Archaeological Remains (describe): none observed

If archaeological remains are present, was an Archaeological Site Form completed?

Narrative Description (optional)

HISTORY

Construction year 1937

Architect (last name first): Wyeth and King

Builder (last name first): Trevail, Charles

Changes in Locations or Conditions

Type of Change	Year of Change	Date Change Noted	Description of Changes
>>			

Structure Use History

Use Year Use Started Year Use Ended >> Private residence; 1937;

Other Structure Uses

Ownership History (especially original owner, dates, profession, etc.)

RESEARCH METHODS

Research Methods >> Informal inspection

Other research methods windshield, historic records, tax record

SURVEYOR'S EVALUATION OF SITE

Potentially Eligible for a Local Register? YES

Name of Local Register if Eligible Palm Beach Landmarks

Individually Eligible for National Register? INSUFF. INFO

Potential Contributor to NR District? NO

Area(s) of historical significance

>> Architecture

Other Historical Associations

Explanation of Evaluation (required) This is an elegant example of the sprawling Georgian Revival residence, designed by Wyeth and King, during the depression. It is worthy of local protection.

HISTORICAL STRUCTURE FORM

87907851

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF, including Field Notes, Plans, other Important Documents.

Document type: _____ Maintaining Organization: _____
 File or Accession #: _____ Descriptive Information: _____
 >> Photographs (archived); Research Atlantica; roll 33 Neg. 10;

RECORDER INFORMATION

Recorder Name (Last, First) Day, Jane S.
 Recorder Address / Phone 728 Granada Dr., Boca Raton, FL 33432 561-362-4473
 Recorder Affiliation Research Atlantica Other Affiliation _____
 Is a Text-Only Supplement File Attached (Surveyor Only)? _____

***** MASTER SITE FILE USE ONLY *****

Cultural Resource Type: Electronic Form Used: Form Type Code: Form Quality Ranking: Form Status Code: Supplement Information Status: Supplement File Status: Form Comments: _____ _____ _____	SHPO's Evaluation of Resource Date: _____ FMSF Staffer: Computer Entry Date:
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REQUIRED PAPER ATTACHMENTS

- (1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED
- (2) LARGE SCALE STREET OR PLAT MAP
- (3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"

EXCERPT FROM THE MINUTES OF THE LANDMARKS PRESERVATION COMMISSION
MEETING OF NOVEMBER 19, 2014

[Item 1: 1545 N. Ocean Way](#)

Owner: Angela Williams and Arthur L. Williams Jr.

Please note that this designation hearing was postponed from the April 16, 2014 meeting to the November 19, 2014 meeting.

Call for disclosure of ex parte communication: No ex parte disclosures

Mrs. Delp verified that proof of publication and proper legal service were achieved with regard to this designation hearing.

Janet Murphy, Murphy Stillings LLC, Staff Historic Preservation Consultants, testified to the architecture, history, architectural history, and architects relative to this residence, known as Windandsea, which was built in 1937 and designed in the French Eclectic style by Maurice Fatio, with additions in 1957 by Wyeth. Ms. Murphy testified that this property meets the following criteria for landmark designation:

Sec. 54-161 (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town; and,

Sec. 54-161 (3) Embodies the distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship; and,

Sec 54-161 (4) Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized or who influenced his age.

MOTION BY MR. COONEY THAT THE DESIGNATION REPORT BE MADE A PART OF THE RECORD.

MOTION SECONDED BY MRS. WYETT.

MOTION CARRIED UNANIMOUSLY.

Attorney Guy Rabideau stated that he was here on behalf of the owners, Mr. and Mrs. Williams, who were present for today's hearing. Mr. Rabideau stated that several witnesses were present on behalf of the owners, but first, he introduced Angela Williams, property owner.

Mrs. Angela Williams stated that she and her husband object to the proposed designation of this property, a property which they have owned for the last eighteen years. At the time that the Williams purchased the home, the size and layout of the home was sufficient, but as their family has grown over the years, the home is now too small for their much larger family. Mrs. Williams described the conditions within the home which are now proving to be problematic, particularly with regard to space issues. She maintained the following: The house is relatively small for the property; that landmarking it means that it will not work for their family because it would be very difficult to expand it while still maintaining its character; that it will be too difficult or impossible to add a second floor; that the house does not flow well for a family to be together; that the property,

itself, has changed, especially with regard to distance to the water; that the property requires a two-story house; that the house is not visible from the street or from the beach; that the current brick is eroding due to exposure to the elements; that the house does not lend itself well to restoration and additions; that the house was placed on the market, but when prospective buyers found out about the proposed landmarking, they were no longer interested; that they could have sold it months ago had it not been proposed for landmarking; that landmarking it will negatively affect the sale price...that this will mean a \$10,000,000 to \$15,000,000 loss to them; and, that this process is causing them emotional and financial distress, which is not right or fair.

Mr. Rabideau distributed a notebook of information to the members and to staff including real estate contracts, resume and report of expert witness, Joy Hearn, Real Estate Appraiser, Information relative to a Summary Report Concerning the Impact of Landmarking on Residential Property Values, Palm Beach, Florida, a verbatim transcript-testimony of Diane Jenkins, Real Estate Appraiser, before the Town Council on February 13, 2001, resume and report of expert witness, Dr. John Garner, Ph.D.

Mr. Rabideau called Nancy Mendel, real estate agent for this property, to testify. She testified that she listed the house last April, and had several open houses and many showings. Ms. Mendel stated that clients are not interested in the property until a determination has been made relative to the landmarking. She stated that this house is not a masterpiece; that it is a beach house that cannot be seen from the beach or the street; that it is not a two-story home; and, that it is not landmark worthy. She discussed an April offer to purchase which was directly impacted by the proposed landmarking.

Joy Hearn, Real Estate Appraiser, offered her opinions relative to this property, referencing her submitted report (included in the notebook referenced above). She stated that you do not have a good view of the ocean from this oceanfront property; that this floor plan is difficult; that this house would not be built today; that there are homes on dry lots that are larger than this home; that it has additions, but you have to go outside to get to them; that one of the additions looks like it does not belong; that this house is a deficiency for the site...too small for the value of the site and it would not be built today; that, just because it is old does not mean that it is worthy of landmarking; that if too many homes are landmarked you destroy the principle of scarcity...if something is scarce, it becomes more valuable; and, the current property does not return the highest use, monetarily, to the site. Ms. Hearn referred to an example, within her report, of similar aged homes, both gutted and renovated, one landmarked and one not landmarked. In that example, the landmarked house sold for less than the non-landmarked house.

Ms. Hufty stated that she knew the former owners of the home, and those owners did not have a view of the ocean either. That means that the Williams purchased the home without having an ocean view.

Mr. Rabideau referred to the 1997 Preservation Foundation report included within his submitted notebook of exhibits, reading the underlined sentence, ("Homes in the north area which were built prior to 1947 and which are under improvements, could be the exception to the appreciation resulting from the Landmarking designation."), along with the comments of Diane Jenkins in 2001.

Mr. Rabideau introduced Dr. John Garner, Preservation Consultant and professor emeritus of architecture at the University of Illinois at Urbana/Champaign, who offered lengthy testimony in an attempt to refute the Town's designation report. His resume and findings are included in Mr. Rabideau's submitted notebook of exhibits. Some of his points include: This property does not measure up; substantial changes have occurred to this property over the years; the external massing has been respected, but in terms of keeping up with the character of construction, the style itself, the choice of building materials, it falls short; beach accretion has affected the house; the exterior may be the same, but the interior has changed dramatically over time; this is not a skillful

interpretation of the French Eclectic style, contrary to statements in the designation report; 1545 North Ocean Way is an anomaly regarding building styles, and is unusual and out of place in terms of climate and choice of style; and, changes to the home over time are not appropriate. During his presentation, Dr. Garner discussed the changes to the property over time in detail. Dr. Garner then focused on refuting the designation criteria listed in the designation report.

Mr. Rabideau reiterated that the beach is further and further away from the house, which has happened over time. The house is currently 600 feet away from the public beach. He stressed the point that there must be a balance between the private burden and the public benefit; that this house cannot be seen from the road, and there is a very small view of the house from the beach...just the roofline.

Commission Comments: Regarding the statement that part of the reason it should be torn down is that it would not be built today...that is exactly the reason that this commission exists...to preserve houses that would not be built today; you said that by destroying landmarked houses, a concept of scarcity would be produced, and therefore, increase the value...that is not the purpose of this commission; highest and best use is not preservation; there seemed to be criticism of the previous owners enjoying privacy and being humble people; the house was not built for 25 people and the Williams certainly knew that when they bought it; took exception with the statement that Fatio did not build many homes with French design elements, and that such homes were not typical of the style of the time...there were a number of them; Fatio did many homes in the 30's; old Palm Beach was very much into humility, and did not have the need or the ego that needed to be reinforced by having their property seen...so that is a contributing factor to this house; and, we cannot consider the financial issues.

Let the record show that Mr. Randolph interrupted the comments and questions to advise that this is a quasi-judicial hearing and should not be turned into a debate. The LPC is to make decisions based on the evidence presented today, rather than upon any pre-existing feelings.

Commission Comments (continued): Agree with Dr. Garner about the extensions and quality of the work done...it does not represent the original home, since it sprawls so much...it does not qualify; (to Mrs. Williams) did you say you cannot expand the house? (Mrs. Williams responded that the foundation will not support further additions; and, that they are trying to sell the property.)

Lori Volk commented that at the time this house was built, building something smaller made sense. Now, the owners are pushing themselves to sell the property in response to it being proposed for landmarking. She suggested a compromise...that these owners encourage the next owners to barge and move the house. "This house is going to come down one way or the other and they are going to win in a court of law, so why torture the process. Let's continue to put more money behind our landmarking program and stick with the houses that are eligible and want to be designated...encourage those to the tax abatement, and let's do the right thing...their response to putting it on the market, and not trying to find a remedy to grow into this house is all because the fear of landmarking is upon them."

Commission Comments (continued): It is always difficult subject matter when the property owner is strongly opposed to designating a home; almost every owner of a landmark property felt this way one way or another...these exact arguments were always made for any of the great homes we have today...that they were white elephants, that they were anomalies, that they shouldn't exist, that no one wants them anymore, and that it was an economic burden; for most of the original properties placed under consideration, the owners sued the town; our program is strong because we tried to keep excellent homes; this is an excellent home, and while sympathetic to the owner's concerns, our role is to look at the criteria and the ordinance, and the evidence and

testimony; even after all the testimony, I still believe the home meets the criteria of the ordinance as set out in the designation report.

Janet Murphy, Staff Historic Preservation Consultant, stated that this house was brought to the consultants by Alex Fatio Taylor, daughter of Maurice Fatio, and that Ms. Taylor requested that the house be landmarked.

**MOTION BY MR. COONEY THAT WE RECOMMEND TO THE TOWN COUNCIL THAT 1545 NORTH OCEAN WAY BE DESIGNATED AS A LANDMARK OF THE TOWN OF PALM BEACH.
MOTION SECONDED BY MS. HUFTY.
MOTION CARRIED 6-1, WITH MR. STRAWBRIDGE OPPOSED.**

Williams Residence

**1545 N. OCEAN WAY
PALM BEACH, FL 33480**

CONTRACT
CANCELED

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR
PARTIES: Arthur L. Williams, Jr. and Angela H. Williams

agrees that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 1545 North Ocean Way, Palm Beach, FL 33480
(b) Property is located in: Palm Beach County, Florida. Real Property Tax ID No: 58-43-42-94-02-000-0030
(c) Real Property: The legal description is Lots 5, 6 and 7 Boca Raton Company's Tract according to the plat Book 12, Page 18, Public Records Palm Beach County, Florida.

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), security gate and other access devices; and storm shutters/panels ("Personal Property"). Other Personal Property items included in this purchase are:

(e) Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
(e) The following items are excluded from the purchase:

2. PURCHASE PRICE (U.S. currency):

(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$37,500,000.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanying offer or (ii) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Information: Name: [REDACTED]
Address: [REDACTED]
E-mail: [REDACTED] Phone: [REDACTED]
Fax: [REDACTED]

(b) Additional deposit to be delivered to Escrow Agent within 3 days after Effective Date (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8. \$3,500,000.00
(d) Other: \$33,900,000.00

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds \$33,900,000.00
NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD 8.
TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS: EFFECTIVE DATE: 29 May 2014

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 29 May 2014, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day this counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

(c) CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on July 1st, 2014 ("Closing Date"), at the time established by the Closing Agent.

(d) EXTENSION OF CLOSING DATE:
(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, but not to exceed 7 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (1) disruption of utilities or other services essential for Closing or (2) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Except as Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, if Property is intended to be occupied by Seller after Closing, see Rider U, **POST-CLOSING OCCUPANCY BY SELLER.**

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

8. FINANCING:

☒ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.

☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) loan on the following terms within _____ (if left blank, then 30) days after Effective Date ("Loan Commitment Date") for (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the earlier of:

- i. Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or
- ii. 7 days prior to Closing Date.

If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

Buyer's Initials _____

Seller's Initials _____

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- ☐ (c) Assumption of existing mortgage (see rider for terms).
☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, TITLES AND CHARGES

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (If Paragraph 9(c)(i) is checked)
- Title search charges (If Paragraph 9(c)(iii) is checked)
- Other: HOA/Condominium Association estoppel fees
Recording and other fees needed to cure title
Seller's attorneys' fees

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (If Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other: Loan expenses
Appraisal fees
Buyer's inspections
Buyer's attorneys' fees
All property related insurance
Owner's Policy Premium (If Paragraph 9(c)(iii) is checked.)

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search, municipal lien search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below.

(CHECK ONE):

- ☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or
- ☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or
- ☐ (iii) **(MIAMI-DADE/BROWARD REGIONAL PROVISION):** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for release of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

- (d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

- ☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
- ☒ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

Buyer's Initials _____

Seller's Initials _____

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DISCLOSURES

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17.

Florida Restaurant/Florida...

- 232 12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**
233 (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 (if left blank, then 15)
234 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
235 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion,
236 that this Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of
237 such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the
238 Deposit paid shall be returned to Buyer; thereupon, Buyer and Seller shall be released of all further
239 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections,
240 for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide
241 Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination
242 of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical
243 condition of the Property and any violation of governmental, building, environmental, and safety codes,
244 restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer
245 shall be responsible for any and all repairs and improvements required by Buyer's lender.
246 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date
247 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through
248 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
249 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
250 Maintenance Requirement and has met all other contractual obligations.
251 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
252 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer
253 all plans, written documentation or other information in Seller's possession, knowledge, or control relating to
254 improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate
255 in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit
256 issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or
257 other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared,
258 but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any
259 money.
260 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option
261 and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
262 to Buyer.
263

ESCROW AGENT AND BROKER

- 264 13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
265 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
266 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
267 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
268 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may
269 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or
270 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until
271 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the
272 rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute.
273 An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all
274 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of
275 provisions of Chapter 475, F.S., as amended and FRBC rules to timely resolve escrow disputes through mediation.
276 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
277 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
278 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
279 Agent shall not be liable to any party or person for non-delivery of any escrowed items, unless such non-delivery is
280 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
281 or termination of this Contract.
282 14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property
283 condition, square footage, and all other facts and representations made pursuant to this Contract and to consult
284 appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the
285 Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on
286 the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
287 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
288 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE**
289 **FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE**
290 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**
291
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Buyer's Initials

Seller's Initials

Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. **ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

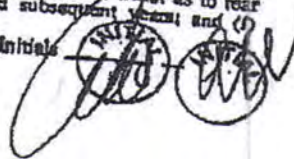
A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

Buyer's Initials

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Seller's Initials



STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (h) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer stopgap letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Stopgap Letter(s)"). If Seller is unable to obtain such Stopgap Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement; claims of lien or potential liens known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance

Buyer's Initials

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Seller's Initials

[Handwritten signatures and initials]

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

L. CLOSING LOCATION, DOCUMENTS, AND PROCEDURE:
(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of lease. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon COLLECTION of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD I shall be waived, and Closing Agent shall, subject to COLLECTION of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS, CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, is which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 1.5% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

Buyer's Initials

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Seller's Initials

[Handwritten signatures and initials]

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:

Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and issue to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION OR COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall be in the county in which the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$500,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c)(2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

Buyer's Initials

Florida Realtors/Florida Bar

Page 9 of 11

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Last Updated by eScrip Systems, Inc. 01/13 761-2575 45742244 12/2013

Seller's Initials

[Handwritten signatures and initials]

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defect pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

☐ A. Condominium Rider	☐ L. RESERVED	☐ R. Rezoning	☐ Y. Seller's Attorney Approval
☐ B. Homeowners' Assn.	☐ M. Defective Drywall	☐ S. Lease Purchase/Lease Option	☐ Z. Buyer's Attorney Approval
☐ C. Seller Financing	☒ N. Coastal Construction Control Line	☐ T. Pre-Closing Occupancy by Buyer	☐ AA. Licensee-Personal Interest in Property
☐ D. Mortgage Assumption	☐ O. Insulation Disclosure	☐ U. Post-Closing Occupancy by Seller	☐ BB. Binding Arbitration
☐ E. FHA/VA Financing	☒ P. Lead Based Paint Disclosure (Pre-1978 Housing)	☐ V. Sale of Buyer's Property	☐ Other
☐ F. Appraisal Contingency	☐ Q. Housing for Older Persons	☐ W. Back-up Contract	
☐ G. Short Sale		☐ X. Kick-out Clause	
☐ H. Homeowners' Flood Ins.			
☐ I. RESERVED			
☐ J. Interest-Bearing Acct.			
☐ K. RESERVED			

20. ADDITIONAL TERMS: Seller shall close out any open building permits prior to the Closing Date.

Buyer elects to make this a net contract and pay the Seller's closing costs of real estate commission, documentary stamp tax and title insurance premium with a corresponding reduction in the Purchase Price.

Portion of the Purchase Price to personal property. Amount to be mutually agreed upon between the parties.

Seller shall give access to the property with 24 hours notice within the Inspection Period and if the Buyer elects to proceed with the closing, until the Closing Date.

COUNTER-OFFER/REJECTION

☐ Seller considers Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

Buyer's Initials

Partch/Realtors/Florida Bar

Seller's Initials

[Handwritten signatures]

585 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
586 TO BE COMPLETED.

587* Buyer: _____ Date: _____

588* Buyer: _____ Date: _____

589* Seller: _____ Date: _____
Arthur L. Williams

590* Seller: _____ Date: _____
Angela H. Williams

591 Buyer's address for purposes of notice

Seller's address for purposes of notice

592* _____
593* _____
594* _____

595 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
596 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
597 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
598 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
599 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
600 made by Seller or Listing Broker to Cooperating Brokers.

601* _____
602 Cooperating Sales Associate, if any Listing Sales Associate

603* _____
604* Lawrence A. Moens 2.5%
605 Cooperating Broker, if any Sotheby's International Realty 2.5%
Listing Broker



Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between

Arthur L. Williams, Jr. and Angela H. Williams

(SELLER)

(BUYER)

and [REDACTED]
concerning the Property described as Lots 5, 6 and 7 Boca Ratone Company's Inlet
according to the Plat Book 12, Page 15, Public Records Palm Beach
County, Florida.

Buyer's Initial [REDACTED]

Seller's Initials



N. COASTAL CONSTRUCTION CONTROL LINE

The Real Property which is the subject of this Contract is or may be located either partially or totally seaward of the Coastal Construction Control Line ("CCCL"), as defined in Section 161.053 F.S. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Real Property at or prior to the Closing, unless Buyer waives this requirement in writing. This Property may be in the Coastal Building Zone ("CBZ") and therefore be subject to governmental regulation.

☒ Buyer waives the right to receive a CCCL affidavit or survey.

☐ Buyer requests a CCCL affidavit or survey within the time allowed to deliver evidence of title.

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



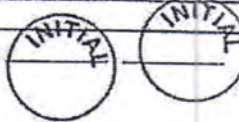
If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between

Arthur L. Williams, Jr. and Angela H. Williams (SELLER)
and [REDACTED] (BUYER)

concerning the Property described as Lots 5, 6 and 7 Boca Ratone Company's Inlet
according to the Plat Book 12, Page 15, Public Records Palm Beach
County, Florida.

Buyer's Initials [REDACTED]

Seller's Initials



P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- ☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller (CHECK ONE BELOW):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
- ☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- (c) Buyer has received copies of all information listed above.
- (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Buyer has (CHECK ONE BELOW):
- ☒ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.



Arthur L. Williams

DATE

[REDACTED]
BUYER

DATE

Angela H. Williams

DATE

[REDACTED]
BUYER

DATE

Lawrence A. Moens
Listing Licensee

DATE

Sotheby's International Realty
Selling Licensee

DATE

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.



Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between

Arthur L. Williams, Jr. and Anglea H. Williams (SELLER)
and [REDACTED] (BUYER)

concerning the Property described as Lots 5, 6 and 7 Boca Ratone Company's Inlet
according to the Plat Book 12, Page 15, Public Records Palm Beach
County, Florida.

Buyer's Initials [REDACTED]

Seller's Initials



N. COASTAL CONSTRUCTION CONTROL LINE

The Real Property which is the subject of this Contract is or may be located either partially or totally seaward of the Coastal Construction Control Line ("CCCL"), as defined in Section 161.053 F.S. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Real Property at or prior to the Closing, unless Buyer waives this requirement in writing. This Property may be in the Coastal Building Zone ("CBZ") and therefore be subject to governmental regulation.

- ☒ Buyer waives the right to receive a CCCL affidavit or survey.
- ☐ Buyer requests a CCCL affidavit or survey within the time allowed to deliver evidence of title.

ADDENDUM TO CONTRACT

This Addendum to Contract (this "Addendum") is made by and between the undersigned parties and amends that certain Contract for Sale and Purchase (the "Contract") between Seller (as set forth below) and Buyer (as set forth below) for the real property located at 1545 North Ocean Way, Palm Beach, Florida 33480 (the "Property").

1. **Conflict.** In the event of any conflict between the terms of this Addendum and the terms of the Contract, then the terms of this Addendum shall control. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Contract.
2. **Landmarks Designation Contingency.** Seller has disclosed to Buyer that the Property is currently subject to a pending Landmarks Designation (the "Landmarks Designation") by the Town of Palm Beach and that the hearing by the Town of Palm Beach Landmarks Preservation Commission (the "Landmarks Commission") to decide on the Landmarks Designation is scheduled for November 19, 2014. The Landmarks Designation decision by the Landmarks Commission may be appealed to the Town of Palm Beach Town Council (the "Town Council") at its December 10, 2014, meeting. The sale of the property covered by the Contract is expressly subject to the Landmarks Commission, and if need be the Town Council, turning down the Landmarks Designation for the Property. Seller agrees to use reasonable efforts before the Landmarks Commission, and if need be before the Town Council, to have the Property turned down for Landmarks Designation. If the Landmarks Designation is not turned down by the date of the December 10, 2014, Town Council meeting, Buyer shall have the option of terminating the Contract and receiving the return of Buyer's Deposit. Notice of such election to terminate must be made in writing and given no later than five (5) business days following Seller's written notice to Buyer of the final decision regarding Landmarks Designation. Notice of Buyer's election to terminate may be mailed by certified mail, return receipt requested, faxed, e-mailed, or hand delivered to Seller or Seller's attorney. It shall be effective on the date mailed if sent by certified mail, or on the date delivered if by facsimile, by e-mail, or by hand delivery. If the Landmarks Commission or the Town Council postpones the hearing through no request of Seller, then the date for Seller to have the Landmarks Designation turned down and the Closing Date called for in the Contract shall each be delayed by the period of postponement.
3. **Landmarks Designation Expenses.** Buyer shall reimburse Seller for any and all costs that Seller expends in contesting the Landmarks Designation by the Landmarks Commission and the Town Council up to a maximum amount of \$75,000. Such costs shall include attorneys' fees and costs, consultants' fees and costs, appraisal fees and costs, and any other expenses reasonably incurred to contest such Landmarks Designation, including but not limited to postage, photocopying, travel, and consultants' hotel costs. Such reimbursement to Seller shall be made whether or not the Landmarks Designation is granted or turned down, and shall be made promptly after a final decision is reached either at the Landmarks Commission or Town Council level. The obligation of Buyer hereunder shall survive termination of the Contract.

4. **Facsimile and Electronic Signatures.** A legible facsimile or electronic (including "pdf") copy of this Addendum and the Contract and any signatures thereon shall be considered for all purposes as originals.

Seller:

Arthur Williams
Date: May __, 2014

Angela Williams
Date: May __, 2014

Buyer:





QUALIFICATIONS OF

JOY HEARN, SRA
136 Satinwood Lane,
Palm Beach Gardens, FL 33410

SUMMARY

Nationally recognized speaker for both the Appraisal Institute and IAAO.
Published Articles
2000 award recipient from the Appraisal Journal.
Written and presented educational seminars at the state and national level
Public speaking and television appearances
Management experience
Specializes in analysis of luxury single family homes located on the Barrier Island
Experience in valuation of Historic homes, i.e. Donald Trump's Mar-a-Lago
Assisted commercial appraisers with Highest and Best Use Analysis
Qualified as an instructor for the Society of Real Estate Appraisers
Received a professional designation from the Appraisal Institute

EXPERIENCE

Palm Beach County Property Appraisers Office (Retired May 2004) 1990-2004

Began working at the Palm Beach County Property Appraiser's office in January 1990. The initial area of responsibility was to develop a system of methodology for the assessment of high-end luxury homes on the Barrier Island. This area encompasses the Town of Palm Beach as well as all other oceanfront municipalities. Although these homes number about 7500 properties the subsequent value is about 20% of the total value of the 250,000 parcel single family roll. (Data from year 2000-2001)

Developed "team approach" concept that has enabled the 4 person Barrier Island team to almost double field and analysis production without sacrificing quality of the analysis. Believes in developing and utilizing each individual to maximize their potential. Has trained in house staff by developing and teaching seminars for educational enhancement.

Prepared and represented the Property Appraisers Office at numerous tax appeals. Prevailed at every hearing for the last four years from 2000 - 2003. Appraised Donald Trump's home Mar-a-Lago. Experience in valuing Historic Landmarked homes.

QUALIFICATIONS OF

JOY HEARN, SRA

(Continued)

RICHARD HEWITT AND ASSOCIATES

1986-1989

Residential Manager, Fort Lauderdale, FL

- *Managed and supervised the residential division of Richard Hewitt and Associates.
- *Performed appraisals on luxury waterfront and golfcourse homes.
- *Reviewed residential appraisals for FADA.

Market Analyst

- *Completed extensive marketing studies to determine the feasibility of proposed projects and product types.
- *Worked with commercial division in determining highest and best use of sites.
- *Recommended changes in product or design for projects that had difficulty in marketing.

CITY APPRAISAL SERVICES

1984-1986

Regional Appraiser

- *Supervised the residential office in the absence of the manager.
- *Performed appraisals on luxury homes and other difficult residential properties.

AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA

1979-1984

Staff Appraiser

- *Researched and analyzed projects for approved lending status.
- *Appraised 1-4 family residential properties.

FIRST FEDERAL SAVINGS AND LOAN OF DELRAY BEACH

1977-1979

- *Specialized in appraising condominium and P.U.D properties.
- *Investigated and analyzed condominium conversions to determine their success or failure

LICENSES

Florida Real Estate Licensee 1981

Florida Real Estate Broker 1989

Florida State-certified residential real estate appraiser RD 1539 1992

QUALIFICATIONS OF**JOY HEARN, SRA***(Continued)***DESIGNATIONS**

SRA Designation - Certified, Appraisal Institute

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. SRA's who meet the minimum standards of this program are awarded periodic educational certification. Joy Hearn is currently certified under this program.

CFE (Certified Florida Evaluator for use in Florida Government offices only)

COURTROOM EXPERIENCE

Expert Witness Broward County Florida

Expert Witness Palm Beach County Florida

EDUCATION

B.A. University of Akron, Akron, Ohio

Coursework at Masters Level at Florida Atlantic University

APPRAISAL EDUCATION

Numerous courses completed for the SRA designation.

This included both residential and commercial course work.

Am currently certified with the Appraisal Institute

PUBLIC SPEAKING

Speeches to members of various Real Estate Offices

Palm Beach Town Council

Palm Beach Zoning Commission

Palm Beach Civic Association

Palm Beach Rotary Club

National Association of Professional Mortgage Women

Palm Beach Board of Realtors

TELEVISION APPEARANCES

South Florida Business Report

Nationally televised Current Affair

QUALIFICATIONS OF

JOY HEARN, SRA
(Continued)

CONVENTION SEMINAR APPEARANCES

Appraisal Institute Summer Conference
Washington DC 1997
IAAO International Convention Las Vegas Nevada 1999
IAAO International Convention Edmonton Canada 2000
Florida IAAO Spring Conference April 2001
IAAO International Convention Los Angeles California 2002
Appraisal Institute Summer Conference Seattle Washington July 2005
FNC 2005 AP Users Conference – General Session Speaker August 2005
IAAO International Convention Orlando Florida 2010

PROFESSIONAL OFFICE

Elected 1990 President of the 220 member Palm Beach County Society of Real
Real Estate Appraisers (Now the Appraisal Institute)

PUBLICATIONS

"Two Appraisal Associations Unite", Notes and Deeds Published quarterly by the National
Association of Professional Mortgage Women Oct. 1990
"How to Analyze Land Values in the Luxury Market", Appraisal Journal July 1999
"It's the Dirt That Counts", Assessment Journal July/August 2000

NATIONAL AWARDS

Appraisal Journal Editorial Board Award for Outstanding Residential Article (1999)
Awarded April 2000

APPOINTMENTS

Appointed Special Magistrate by the Value Adjustment Board for Pinellas Co., FL '05,'06, '07,'08 '09, 2010,
2011, 2012,2013
Appointed Special Magistrate by the VAB for Palm Beach Co., FL 2005,'06,'07, '08, '09,'10,
Appointed Special Magistrate by the Value Adjustment Board for Lee Co.,FL 2006, '07,'08,'09,'10,'11,'12,'13
Appointed Special Magistrate by the Value Adjustment Board for Martin Co., FL 2007,'08,'10,'11
Appointed Special Magistrate by the Value Adjustment Board for Broward County for 2011, 2012,2013

THE IMPACT OF LANDMARKING IN PALM BEACH



LOCATED AT
1545 North Ocean Way
Palm Beach, FL 33480

FOR
Mr. and Mrs. Arthur L. Williams, Jr.
1545 North Ocean Way
Palm Beach, Florida 33480

AS OF
May 30, 2014

BY
Joy Hearn, SRA
136 Satinwood Lane
Palm Beach Gardens, Florida 33410

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ADDENDA

Photos of Original Home
Plat
Survey
Floor Plan
Qualifications

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in, or no bias with respect to, the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
6. I have made a personal inspection of the property that is the subject of this report. No one provided significant professional assistance to the person signing this report.
7. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. The reported analyses, opinions and conclusion were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Practice.
10. That I have not revealed the results of such report to other than to my client and will not do so until authorized by same, or until required by due process-of-law, or until release from this obligation by having publicly testified as to such results.

11. As of the date of this report, Joy Hearn, SRA has completed the continuing education program of the Appraisal Institute.
12. As of the date of this report, Joy Hearn, SRA, has completed the requirements for the State of Florida continuing education program.

Joy Hearn, SRA



State-Certified Residential Real Estate Appraiser RD 1539

GENERAL LIMITING CONDITIONS

1. With reference to the property, the appraiser will not be required to give testimony or to appear in court because of having made this report, unless arrangements have been previously made.
2. Possession of this report, or a copy thereof, does not carry with it the right to publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the firm and, in any event, only with proper written qualifications and only in its entirety.
3. Real estate investments have an inherent element of risk which varies with property classification and other factors which affect value. Performance and success are dependent upon many variables such as responsible ownership, competent management, and the state of the economy, federal, state and local tax laws, market liquidity, and other factors of a local, national or world character which influence the market. Consequently, this report is not an appraisal and does not absolutely fix or set a price at which the property will sell. It merely states what may impact value. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
4. No environmental impact studies were either requested or made in conjunction with this analysis, and the appraiser hereby reserves the right to alter, amend, revise or rescind any of the opinions based upon any subsequent environmental impact studies, research or investigation.

GENERAL LIMITING CONDITIONS (Continued)

5. Maps, plats and exhibits included in the report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys, or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
6. The appraiser assumes no responsibility for economic or physical factors which may affect the opinions in this report which occur after the date of the report.

Acceptance of and/or use of this report constitutes acceptance of the, General Limiting Conditions and Extraordinary Assumptions. Appraiser's liability extends only to the stated client, not subsequent parties or users, and limited to the amount of fee received by appraiser.

EXTRAORDINARY ASSUMPTIONS

1. The appraiser assumes that the square foot information provided on the listings and public records that were part of the research and report is accurate and representative of the subject property and the other homes surveyed for this report.

DEFINE THE PROBLEM

The subject property was placed under consideration for landmarking by the Landmark Commission in August 2013. The question is whether the property will be enhanced monetarily by the landmark designation or will the process be a detriment to the value of the property?

SCOPE OF WORK

- 1) The Appraiser performed a visual inspection of the interior and exterior of the subject property on April 16, 2014 and another exterior inspection on April 18, 2014.
- 2) The appraiser did not inspect appliances, plumbing or electrical fixtures or interiors of cabinets and closets.
- 3) The appraiser is not an expert in other fields such as but not limited to home inspection, building construction, pest control, structural engineering, zoning, permitting, environmental problems, architecture, historic designations, and flood zone requirements.
- 4) The appraiser did review aerials of the subject property.
- 5) The appraiser did confirm the data in the report with individuals who were knowledgeable regarding this information.
- 6) Unless otherwise stated, the square footage on the subject and the other properties in the report was taken from the public records of the assessor's office in order to maintain consistency.
- 7) Land measurements were reviewed from the in house files, the assessor's public records and the provided survey.
- 8) The appraiser is not an expert on furniture value or designer decorator costs none of which was included in this report.
- 9) The Appraiser did not contact any member of the building department, zoning department, Landmark Commission, Town council, or Preservation Foundation.
- 10) The appraiser did contact the secretary of the Landmark Commission in order to obtain a current copy of the Existing Designated Landmarks and Properties "Under Consideration" list. The list is dated 3/12/2014.
- 11) This consulting report regarding the landmarking of the subject property is not an appraisal of the subject property and is not to be construed as such.
- 12) The appraiser did review pictures, articles, and plans, included in the file regarding this property at the Palm Beach County Historical Society. Some of these pictures are included in the addenda of this report.

HIGHEST AND BEST USE

The subject property is located in RA zoning which requires a minimum of 125' of width and 150' of depth with a minimum lot size of 20,000 sq. feet. It is my understanding that if a parcel has 60,000 square feet west of the Town Bulkhead line then it would have to conform to the setback requirements of R-AA zoning which is the estate is zoning in Palm Beach. Unless there is a seawall in place or a dune that is 14.34' in height, a new home would have to be constructed 50' west of the old Coastal Construction Line known as the Town Bulkhead Line. The new CCL line goes through the center of the existing structure. Anything east of the current line has to be built to stringent state building standards. The definition of highest and best use as described in the Dictionary of Real Estate Appraisal 4th edition published by the Appraisal Institute (2002) is as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The highest and best use of the land or a site as though vacant. Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

The highest and best use of property as improved. The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

The subject property would most likely be an interim use as improved until plans and permits are obtained for demolition of the improvements. The subject property has 280 feet of waterfront footage and could most likely be subdivided into two buildable lots with 140' of frontage and just over 40,000 square of total land area. This scenario would meet the four criteria of physically possible as there is a home currently being constructed on 140' of width. Subdivision also meets the criteria of legally permissible, financially feasible, and would result in the highest present value to the land.

HIGHEST AND BEST USE (continued)

It is possible that remaining as one large lot could appeal to a particular buyer with the value being just under that of two separate lots as there have been a number of sales in Palm Beach where the buyer assembled lots in order to obtain at least 200' of frontage. Since the two lot scenario would result in a lesser price per lot, the potential number of market purchasers would increase. Smaller lots would result in smaller houses being dictated for proper financial return and more likely than one large home on a very large expensive lot. The two homes that are currently under construction are on 110' and 140' foot lots. As a single lot the existing property would most likely be improved with a 20,000+ sq. ft. structure. It is my opinion, therefore, that the **Highest and best use of the subject property is demolition of the existing home and subdivision into two buildable lots.**

SUBJECT PROPERTY

Main House

The subject property is located at 1545 N. Ocean Way. As of August 2013 the property has been under consideration for landmark status by the Town of Palm Beach. According to the plans on record with the Palm Beach County Historical Society, the main house was designed by the architectural firm of Treanor and Fatio. The property is currently improved with a single family home completed in 1937. The main house faces the ocean with the living room, dining room, kitchen, den, and master bath (his), master bedroom, and sitting room addition all facing the ocean. The sitting room addition extends south from the master bedroom. The two other bedrooms in the main structure are accessed through the outdoor loggia and cannot be entered from the main portion of the home. These two outside bedrooms have been reconfigured with another addition being added that mirrors the sitting room addition. Neither of these additions were part of the original plans of this home that are on view as part of the archives of the Palm Beach Historical Society.

Comments regarding modifications are as follows:

- 1) There is an addition of a bay window to the dining room that does not conform with the other two bay windows on the ocean side of the property.
- 2) Only the living room bay window is original to the house.
- 3) The original bay windows on the south elevation of the original home have been removed as a result of the additions.
- 4) A sitting room addition has been added to the master bedroom.
- 5) An extension of the outdoor bedroom wing that added 32.6 feet to the original 35' of brick building. This wing is now 67.6 feet long.
- 6) An elimination of one of the original bedrooms by converting it to a (her) master bath.
- 7) The original clay tile that had an orange cast has been replaced by a brown cast tile.

Floor plan comments are as follows:

The floor plan is awkward with the home having only one room depths in a u shape design. The rooms serve as large hallways as each room is accessed from another room. The master bedroom is accessed by first walking through the middle of the den and then through the (man's) master bath. The den also has a single exit door to the outdoor loggia that is used to access the two reconfigured bedrooms. The current den

Main House (continued)

has a door on three sides giving access to the man's bath, the south loggia and the living room. The only access to the master bedroom is through the den, and man's bathroom.

The north bedroom is original to the home and can only be accessed directly from the outdoor loggia. The other bedroom is accessed down a hallway from the south loggia.

This hallway provides another access to the north bedroom through the linen closet and the attached bath.

The north wing of the home has a hallway from the kitchen that leads to the staff quarters which consists of a staff sitting area, three small staff rooms and a single bathroom.

The formal entry is through a doorway that leads up to the main level of the home. The guest half bath is to the right and the rear entrance of the staff quarters is through a doorway to the left. The main entry is unimpressive as there is no view of the ocean and a long outdoor loggia leads to the dining area access or the living room door access.

The highest ceilings were in the main living room and were measured by the homeowner at 10.8" including the cove area at the ceiling. The kitchen is the only room in the house that is remodeled to current standards. The master bedroom has insufficient closet space. The most negative feature of the existing improvement is the view of the ocean from the main living area. Due to accretion of sand from sand transfer station north of the inlet, the beach has widened significantly to such a point that the "beach house living" design is no longer appropriate. It appears that the ocean is a minimum of 550' away from the town bulkhead line. According to an original picture of the property, the ocean was just steps from the back door of the home. Due to the current two dune lines, the ocean is distant in terms of view amenity and is a "sliver" of a waterfront line when viewed from the interior of the home. The elevation of the home is now too low to view the full ocean. From a seated position, it may not be possible to view the water.

According to pictures at the Palm Beach County Historical Society, at the time the home was completed, it was centered on two of the current three lots. An early picture indicates that the lot to the south of the main house was vacant. With the ownership of three lots the home is no longer positioned properly at the center of the lot. The area surrounding the original designed home has therefore changed.

The home is full brick over frame sheathing. The brick reportedly was imported from out of state and therefore does not comprise native based material from Florida. Brick is difficult to maintain due to the proximity to the ocean and the presence of salt air. Without constant maintenance the brick deteriorates. In a number of places the brick surface has been patched with a coat of cement. The two stucco additions are easier to maintain on the main house and are in superior condition when compared to the brick siding portion.

Inspection Observation and Previous reports: Differences Noted

Characteristics	Historical Structure Form from Palm Beach Historical Site Survey Phase V Field Date 11/20/2010	Designation Report April 14, 2014	Inspection & research by Appraiser Field Inspection April 16 & 18, 2014	Comments: The appraiser's inspection was of both the interior and the exterior of the property.
Architect	Wyeth & King	Maurice Fatio	Maurice Fatio	Difference
Architecture	Georgian Revival	French Eclectic	French Provincial*	*From articles at Historical Society
Construction	Brick over hollow clay tile	Handmade weathered brick from Carolinas	Brick and Stucco over frame	Difference
Condition	Excellent	Not addressed	Average	Difference
Interior Plan	Unknown	Not addressed	Poor	Difference
Additions to Main Structure	Not Addressed	Not Addressed	Two additions- one master bedroom of 190 sq. ft. and the other to the bedroom wing of 509 sq. ft. Date unknown. 2 bay window additions across the rear of the original structure	Should have been mentioned in the designation reports.
Surrounding Residential	Homes of this Category	Not Addressed	Larger single family and small ranch homes	Neighborhood is changing character.
Garage	Not Addressed	2 Car	3 Car	Garage is 20'x27'
View	Not Addressed	Built to take advantage of ocean views	Can no longer take advantage of the ocean views	Property is too low and was designed for original 185' of ocean front
Guest House	Not Addressed	Guest house with hip roof was added in 1957	Guest House was added with hip roof in 1957. Another 1264 sq. ft. addition was made to the guest house in 2003.	Addition is noticeable from the front view and does not blend-in with the main portion of the guest house.

There are some discrepancies between the two reports themselves. Most notable is the difference in the architects and the architectural styles (Georgian or French Eclectic). The condition of the property is admittedly difficult to determine from a distance as are the changes to the view of the ocean from the main house.

Changes since the original design of the main house.

There are now three bay windows across the rear (beach side) of the property. The only bay window on that side in the original building was the large bay window in the living room.

Sitting room addition is not full brick off of the master bedroom, is located to the south of the original bedroom and is not full brick. This is not accounted for in the designation report. Master bedroom is to the right of the picture below. This sitting room addition is on the ocean side of the home.





Tie- in at Roof Line from Sitting Room to Original Portion of Home



Tie-in of 32.6' Bedroom Wing Addition at Roof Line to Original Home

The bedroom wing addition of the main house is not connected by an inner hallway to the main house and must be accessed via an outdoor covered walkway from the den, down the walkway to the outside entrances or from the master bedroom bath across the south spa/patio area (see below).



The additions contribute 800 to 900 sq. feet to the existing main house. This footage was not in the original plans. There is no mention of these additions or the additional bay windows in the current designation report.



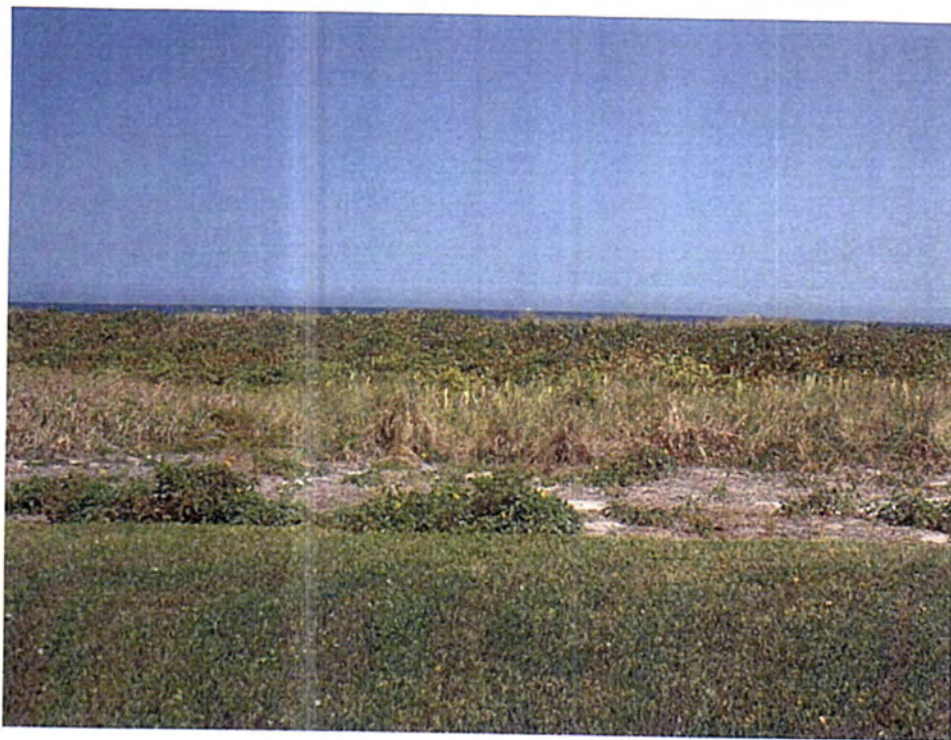
View of the north wall of the southwest bedroom addition to the main house.



Three Car Garage



View of Ocean from Patio



View from the Rear of the Lot



View of the Water from the Den



Sample of Brick Deterioration near Bay Window

Secondary Improvements (Guest House Additions)

In 1957 the original owner added a guest house on the south portion of the property opposite the swimming pool area. The guest house had 3 bedrooms, three bathrooms, a small kitchen, and a living room. The closets are small and outside exits for two of the bedrooms are from doors located in the bathroom. The third exit is the exit door out the SE bedroom. The building was designed by Wyeth and completed in 1957. The current building is brick with asphalt shingles. In 2003 the current owner added another addition to the guest house that added another two bedrooms, two baths and a family room. All closets in this addition are small and there is no guest bath. The 2003 addition can be seen from the front of the building and is an obvious addition. This addition has the same asphalt shingles as the original 1957 guest house. A color picture in the archives of the Historical Society, indicate that the roof may have been a shim cedar shake.



The Guest House Addition is Not Mentioned in the Landmark Report

The market negatives for this home are as follows:

- 1) Lack of full ocean view due to the single level of the home
- 2) Lack of desirable ceiling height.
- 3) Poor floor plan with single wide rooms that have to also function as interior hallways.
- 4) The 2nd and 3rd bedrooms in the main house can only be accessed from the exterior of the home.
- 5) The guest ½ bath is not convenient to the main house and must be accessed from the outside loggia.
- 6) The home was obviously designed for temporary beach front living for the "season" from Dec. through February and not for full time occupancy as is currently desired in the market.
- 7) According to the property manager, the main fireplace in the living room is poorly designed and does not work properly with the side flue.
- 8) The garage itself is three car with an all-purpose room and a full bath.
- 9) The laundry room is also located in the garage and has no direct access to the main house.
- 10) Both the garage and laundry room are inconvenient to the kitchen in the main house and must be accessed by the front entrance stairwell and then down the long outside entry loggia.
- 11) There has been so much sand accretion that the actual waves hitting the shore can no longer be seen from the home as seen from the original structure.
- 12) The ocean view from the subject structure appears as a "sliver" of ocean view.

Market positives are:

- 1) The ocean front location
- 2) The lot size and amount of waterfront footage.

The market positives relate directly to the land only.

Conclusion:

In conclusion, the current improvement is considered a deficiency for the site that contributes little or nothing to the market value of the overall property. On April 17, 2014 the home was offered on the market through the Palm Beach MLS for \$45,000,000.

It should be noted that information obtained from the Historical Society of Palm Beach indicates that this home was marketed for sale in April 1994 for \$9.7 million dollars. By November 1995 the list price was dropped to \$7.9 million. Then in July 1996, the list price was dropped to \$6,950,000. The property closed in Dec. 1996 for \$6,250,000. It had a limited market and desirability as a non-landmarked home. The act of landmarking this property will not enhance the value as the value is in the land which can only be accessed by demolition. The subject property was not a good house in 1994 and it is not a good house now. In the opinion of this appraiser it does not fit the category of the outstanding homes that have been landmarked in the past.

THE IMPACT OF LANDMARKING ON HOMES IN PALM BEACH

There has been much discussion in recent years regarding the impact of Landmarking properties in the Town of Palm Beach. Because a property is old or over 50 years old does not mean that it has historic significance worthy of preservation. There are a number of influential architects in Palm Beach who made Palm Beach what it is today. While a named architect is important, the structure is also equally important. A home built to a specific client's requests and needs may not be appealing to the general market.

Supply and demand are two factors in valuation that influence all residential properties. Demand for historic homes therefore, can be influenced by limiting the supply. Limiting the supply of landmarked homes can create a demand for the "prestige" of owning such a property. It has been said that more homes are torn down than fall down in the United States with the average lifespan being about 75 years. One of the tests for a significant home is whether or not it can stand the test of time.

There are homes in Palm Beach that have stood the test of time that have not been landmarked. How do they stand the test of time while others do not? In my opinion, the answer relates to the value of the underlying land. When the value of the underlying land becomes equal to the value of an older improved property, the improvement most likely will be demolished. Demolitions began to take place in the late 1980's in all areas of Palm Beach. Before that there were a few demolitions of large estate homes on large parcels with subsequent subdivisions resulting. It appears that the demolition of lesser homes on smaller lots did not start taking place until the late 1980's. As there are no vacant lots in Palm Beach, there has been a subsequent increase in the underlying land of those improvements resulting in a demolition to get access to the land.

A comparison was made between the sales of landmarked homes and non-landmarked homes. Allowing for the conditions resulting from the recent downturn in the residential market, there was no discernible market advantage as a result of landmarking a home.

The following factors should be noted:

- 1) Landmarking in and of itself did not increase the value of a home simply by the act of landmarking.
- 2) Market perception appears to be negative due to the extensive marketing time of the homes.

THE IMPACT OF LANDMARKING (continued)

- 3) The degree and expense needed to bring a home to current standards impacts the marketing time.
- 4) It appears that landmarking did not impact value in instances where the improvement was sufficiently large enough for the site or larger for the site than current building and zoning requirements would allow. It is more likely that this is attributed to the larger size of the structure and may have nothing to do with the landmark status.

The subject property was among 90 properties chosen in the 2010 Historic Sites survey as "potentially eligible for a local register" landmark status. According to an article published in the Palm Beach Daily News on Dec. 16, 2010, there were 1,338 structures in Palm Beach included in the survey which was considered an inventory list. There are currently close to 300 landmarked properties and vistas, with approximately 250 of those being residential properties. There are a total of just under 2500 single family homes in the Town of Palm Beach so this list indicates that approximately 10% have landmark status.

At one time that Landmark Commission requested that the Town Council allow the Landmark Commission to broaden their responsibilities by asking that the Architectural Review Commission pass review responsibilities to the Landmark Commission in the case of a requested demolition of a potentially landmark-worthy structure. The Town council nullified that request. The point of process was therefore to follow procedure and begin the process with the designation report. The subject property at 1545 N. Ocean Way was on the list of 90 properties with potential for landmarking eligibility. The property was placed under consideration 8/21/2013 and the designation report was completed April 16, 2014.

Landmarked homes that meet current market demand or can easily be altered to meet current market demand can sell at near the same level as modified non-landmarked homes. Many of the grand estates like El Mirasol have been demolished or divided into smaller homes. Smaller subdivisions like the Dodge Estates, El Mirasol, and Via Los Incas have taken their place. A number of large estates south of Worth Ave. have stood the test of time and remain today. Preservation minded individuals and those who want a trophy house belonging to families who were once part of the American Aristocracy prior to World War I wish to preserve these treasures. In about 1990 the mansion builders returned to Palm Beach with the sell off and reassembling of Casa Apava at 1300 S. Ocean Blvd., the demolition of a 9 year old house and assemblage of 1415 S. Ocean Blvd., the recent assembly of two lots at 1070 N. Ocean Blvd, and the construction of 515 N. Ocean Blvd which although on nine platted lots, contains only one home.

THE IMPACT OF LANDMARKING (continued)

The market remains a land driven market with end prices being influenced by the rise and fall of the underlying land as well as market conditions. Although it is difficult to determine the impact of landmarking on homes in Palm Beach due by abstracting just that factor, it is possible to determine the following:

- 1) Large landmarked homes that have not been updated to current standards or have significant structural problems tend to remain on the market for an extended period of time.
- 2) Landmarked homes in need of repair tend to sell at or below land value.
- 3) The cost of rebuilding a Landmark home from the inside out can be less cost effective than new construction.
- 4) With only 50% allowed for interior modifications to department of interior standards, some floor plan problems may not be able to be corrected. The most obvious being small rooms, small baths, small closets and an obsolete floor plan that was built for non air-conditioned homes that were meant only for seasonal occupancy.
- 5) Architecture for individual tastes like 444 N. Lake Way (La Ronda) can negatively impact the marketability of a property.

There is a direct relationship between the value of the land and the size of the house. In other words, it is not considered maximally productive to build a 2,000 sq. ft. home on a lot worth \$2,000,000. Therefore, as the value of the land increases, the size of the house also increases. If the land cannot be accessed due to landmark status, the value of the land will conversely go down. The underlying land value of the improvements through the years has been driving the overall market value in Palm Beach.

The following pages illustrate the time on the market of landmarked homes, their relationship to land value, why homes were voluntarily landmarked, and sales comparisons between landmarked and non-landmarked homes.

THE IMPACT OF LANDMARKING (continued)

No.	Address	Original List Price	List Date	Sales Price	Sales Date	Days on Market
1	210 Via Del Mar	\$25,900,000	Dec. 2007	\$9,643,788 *	Dec. 2010	711
2	210 Via Del Mar	\$27,500,000	Jan. 2012	\$12,000,000	August 2013	663
3	860 S. Ocean Blvd	\$25,000,000	Jan. 2003	\$16,000,000*	June 2007	1454
4	241 Banyan Road	\$21,000,000	Dec. 2006	\$11,325,000	April 2013	1679
5	473 North County	\$30,000,000	March 2008	\$22,000,000	Current Listing	1500+
6	153 Clarke	\$8,900,000	May 2008	\$4,950,000*	July 2012	1527

*Asterisks represent recorded sales of less than total consideration for the property.

There were six factors that were evident during the appraiser's research.

- 1) Landmarked properties that needed significant updating tended to languish on the market longer than other properties.
- 2) Some purchasers did their desired improvements first then applied to have their homes Landmarked.
- 3) Some purchasers applied to have their homes landmarked in order to perform significant improvements to their homes as they were below FEMA flood elevations.
- 4) Landmark homes that needed significant repairs and renovation sold for less than other homes that needed the same or similar level of work that were not landmarked.
- 5) Landmarked homes with the same level of renovation sold for less than similar homes that were not landmarked.
- 6) Some potential older homes that were on the "possible" landmark list of 2010 have been demolished.
- 7) The following landmarked properties were on the market for a significant period of time.

THE IMPACT OF LANDMARKING (continued)



- 1) 210 Via Del (Sale Mar 2010). This property at 210 Via Del Mar was totally remodeled when it sold in September 2002 for \$8,350,000 (MLS info). In December 2007 it was listed along with the adjacent lot for \$25,000,000. The home was reduced to \$14,750,000 in Jan. 2009 for just the home. By Dec. 2010 the property was reduced again to \$13,950,000. After a final reduction to \$11,500,000 in September 2010 the property sold after 711 days for a recorded price of \$9,643,788. This house had received extensive remodeling with new plumbing, electrical, roof etc. prior to the original purchase in 2002. It was on the market for 711 days.

The adjacent lot with no waterfront frontage was purchased by the same buyer for \$6,000,000.

THE IMPACT OF LANDMARKING (continued)



2) 210 Via Del Mar (Sale Mar 2013). After lightening the home with interior changes and removal of heavy landscaping, the property was placed on the market in Jan. 2012 for \$27,500,000 with the adjacent lot. The portions of the landscaping were removed and the area above the garage was improved. This home was built by Fatio for his mother-in-law and is one of the few Tudor style homes in Palm Beach as the architecture did not receive wide market acceptance. By April 2013 the listing was dropped to \$21,500,000. In April 2013 listing was modified to \$14,000,000 with just the house. In August the property closed for \$12,000,000 after 663 days on the market.

THE IMPACT OF LANDMARKING (continued)



3) 860 South Ocean Blvd. was purchased in April 2000 for \$8,350,000 which was less than land value and totally gutted and rehabilitated. It was placed on the market in January 2003 for \$25,000,000. Although a large home of 14,258 sq. ft, it had only 5 bedrooms. With the tax abatement, only 50% of the interior could receive significant remodeling. The master bedroom suite and the kitchen area were remodeled. The main living room area remained the same. To the best recollection of the appraiser this home had some floor plan deficiencies.

THE IMPACT OF LANDMARKING (continued)



- 4) 241 Banyan Rd is a beautiful piece of property but the home needed a total update as interior reportedly dated back to the 1980's. It is a good waterfront lot with about 183' of frontage. In the appraiser's opinion the home was too small for the original asking price of \$21,000,000 in Dec. 2006. It sold for \$11,325,000 seven years later in April 2013. The extension of Banyan Rd runs along the south side of the property but has brick pavers like the driveway and appears to be part of the property which it is not. To the knowledge of this appraiser, this portion of Banyan Rd has not been abandoned by the Town of Palm Beach.

THE IMPACT OF LANDMARKING (continued)



- 5) 473 North County Rd. This home is a current listing that has been on the market since 2008. It has a shared south driveway access with the adjacent landmarked home at 455 N. County Rd. It appears that only half of the original land area remains as the west portion of the lot now belongs to another owner and has an improvement that was built in 1937. The west portion was reportedly deeded to another member of the family. The landmarked home to the east is known as Louwana and was built by Addison Mizner in 1923. There is a significant amount of work that needs to be done as this home needs millions of dollars of work to bring it to current market standards. It is currently listed at or below land value. It would make it economically more feasible to develop if this is the situation as it would be considered below the usual cost of acquiring a property, demolishing it, and building a new home. The process however may take longer as each change must be approved by the Landmark Commission and there is generally more cost involved in removing a component, repairing it and replacing it. This home will likely be purchased by someone committed to preservation.

Even under consideration, the subject property would fit this scenario of the above lengthy marketing times.

THE IMPACT OF LANDMARKING (continued)



This a landmarked home located at 153 Clarke Ave. This home is currently undergoing extensive renovation. At the time of sale the A/C was not working. As is typical with this type of renovation new windows are being installed. After abstracting the value of the land using a nearby demolition, the value attributed to the improvements in 20%. This is a 6,600+ sq. foot home that could not be built today because of setback requirements. In the opinion of this appraiser this home makes economic sense. The last price reduction was to \$6,000,000 in February 2012 and the property went under contract in June 2012. It was originally listed for \$8,900,000 in May 2008.

Voluntary Landmarking After Renovation

To the appraiser's knowledge there have been two homes where landmark status was requested after the additions and remodeling were completed. The following are the two examples.

311 Brazilian Ave



311 Brazilian has impressive curb appeal and is an attractive home. It was gutted and remodeled after purchase. There was also a large addition placed across the back of the home to increase square footage and modify the existing master bedroom. During the course of renovation what is thought to be a railroad track from Flagler's railroad over the Intracoastal was discovered when the ceiling was opened up. It appears to have been as a support beam.

Voluntary Landmarking After Renovation

319 Brazilian Ave



319 Brazilian Ave. is a cottage style home that has also been expanded with a large addition across the rear that is not visible from the street and has been modified to meet most modern standards.

These two properties were remodeled on the interior and had significant additions across the rear of the properties. The same owner remodeled both homes and submitted them to landmarking after the alterations were completed. After their expansion, the size of the home was large enough to contribute to the overall value of the property.

This is not a scenario that could be applied to the subject property as it currently serves the lifestyle of the owner and as the value is in the land. The current owner should not modify the home except for continuing their current lifestyle as in the appraiser's opinion, there would be no market return for the expense.

Voluntary Landmarking after Renovation Construction had begun.

The following two homes were landmarked after construction had begun:

267 Atlantic Ave is undergoing extensive restoration and is not located east of County Rd.



This home although small maximizes the site. It would not be built today as it is considered too large for the site at 56% of lot coverage. When compared to a recent land sale, the structure is 10% to 15% of the overall purchase price of \$750,000. The home was in major need of repair at the time of purchase. If this home is below the required FEMA elevation it could not receive major remodeling. It therefore benefits from the landmark status as to the appraiser's knowledge, historic homes do not have to meet flood elevation requirements.

Voluntary Landmarking after Renovation Construction (continued)

330 Island Rd was elevated and renovated. This home had small rooms and had to be raised due to the floor elevation. The house immediately to the left has since been demolished as the Landmark commission deemed it not worthy of saving.



330 Island Rd

In general many homes east of County Rd and North Ocean Blvd are not located in a flood zone but the two homes mentioned above are located in flood zones. and could not be significantly remodeled unless elevated or landmarked. The above home applied for the 10 year tax exemption that will defray some of the cost.

The subject property does not fit this category due to the higher elevation of the floor level of the main home. Because of the value of the land, it is not recommended that the existing property be modified.

A Comparison of three homes in the Estate Section.

The following three homes are located south of Worth Ave. and north of the intersection of South County Rd and South Ocean Blvd.



200 El Brillo Way

Needed total updating at the time of sale in July 2013 but plumbing and electric had been updated about 20 years ago. This home was reportedly designed by Marion Sims Wyeth. The main portion of home has 2 bedrooms with a library that could be used as a bedroom. There are 2 small bedrooms above the garage. This is a courtyard style home with single rooms around the courtyard. This home is west of S. County Rd and sold for \$8,318,000.

A Comparison of three homes (continued)



79 Middle Rd is a landmarked home that had not been updated and did not have central air. Many features were original to the home. The home had been owned by the same family since 1938. This home was designed by Maurice Fatio and was a courtyard style home with appealing interior features.



66 Middle Rd

Very dated home that was built in 1974 and needed to be renovated. This was a Regency style home that was designed by Henry Harding and is located in close proximity to the landmarked home at 79 Middle Rd.

A Comparison of three homes (continued)

Analysis of the above three sales in the Estate Section

Address	Sale Price	Date of Sale	Adj. Living Area	Price Per Sq. Ft.
66 Middle Rd	1)\$6,200,000	March 2013	6471	\$315
79 Middle Rd	2)\$5,800,000	August 2012	9007	\$216 Landmark
200 El Brillo Way	3)\$8,318,000	July 2013	6023	\$664

The above chart was adjusted on 200 El Brillo Way back to March 2012 when sale 2 was contracted. This was to recognize that there was some increase in value in 2013. The land value at the time was deducted from the sales price of each property to arrive at the value paid for the building improvement. The \$5,800,000 sale price of the landmark home at 79 Middle Rd was also recorded at "net" to seller. The adjusted living area was arrived at by allowing 100% for the main structure, 50% for the garage and storage areas, and 30% for the covered porches. This is a simple unit of comparison that allows for larger garages and extensive porches.

The 79 Middle Rd property is considered more "maximally productive" as in all likelihood it could not meet current land to building ratio's and setback requirements. It would be considered in appraisal terms a superadequacy for the size of the site as it could not be built to that size today.

By the time property adjustments are made, allowing for economy of scale due to its size it could be much closer to the price per square foot of the regency style home across the street (66 Middle). This indicates no major negative impact from landmarking. However, 66 Middle Rd is a different architectural style. The sale at 200 El Brillo Way had been updated some 20 years ago and is the same architectural style, is located at an inferior location, and needed total updating. It still sold for more than 79 Middle Rd. This indicates that the need for significant renovation impacts the market value of a Landmarked home.

This scenario for 79 Middle Rd would not fit the subject property as the subject is considered a deficiency for the size and value of the site.

Direct Comparison of two similar homes in terms of age, location and style.

In addition to the analysis of the above three properties, the appraiser compared the sale of two homes that were recent sales that had been totally renovated and gutted to the exterior walls. They are 120 Jungle Rd and 4 El Bravo. These homes sold within 30 days of each other. Both homes appear to maximize their lot area with 16,021sq. ft. of building area on a 34,000+ lot for 4 El Bravo Way and a 17,972 sq. ft. building area for the 40,000 sq. ft. of lot at 120 Jungle Rd.



This landmarked property at 4 El Bravo was a totally renovated home done with materials reminiscent of the 1920's. It was a home that had varying interior floor levels that would not necessarily appeal to families with young children. The home won the Ballinger award for 2009. This home was listed for \$26,400,000. The home was purchased prior to renovation for \$12,398,000 in July 2006. Although it does not appear that the architect was one of the main Palm Beach architects of the time, the home retained a number of features that were produced by Mizner Industries.

Direct Comparison (continued)

The property at 120 Jungle Rd like 4 El Bravo was an outstanding home. It was totally remodeled but was a different style home than 4 El Bravo. It had more of a modern interior and was designed for entertaining. It was not landmarked. This home was listed for \$30,000,000. The home was purchased prior to renovation for \$8,800,000 in August 2004. The architect was Wyeth.

Address	Sale Price	Date of Sale	Living Area	Price per Sq. Ft.
4 El Bravo Way	19,810,998 *	Feb. 2014	11,858	\$954
120 Jungle Rd	25,460,000 *	Feb. 2014	15,652	\$1,052

*Recorded amounts do not reflect total consideration for the properties. Land value was deducted from both of the recorded sale prices and then divided by the square foot of the actual main living area to arrive at price per square foot.

Total square footage of Living area was taken from the MLS listings and not public record. The El Bravo Way (landmarked) home with all things being equal should sell for more per square foot due to the economy of scale but instead it sold for about 10% less. With actual sale prices the number is estimated to be about 14% less.

CONCLUSION

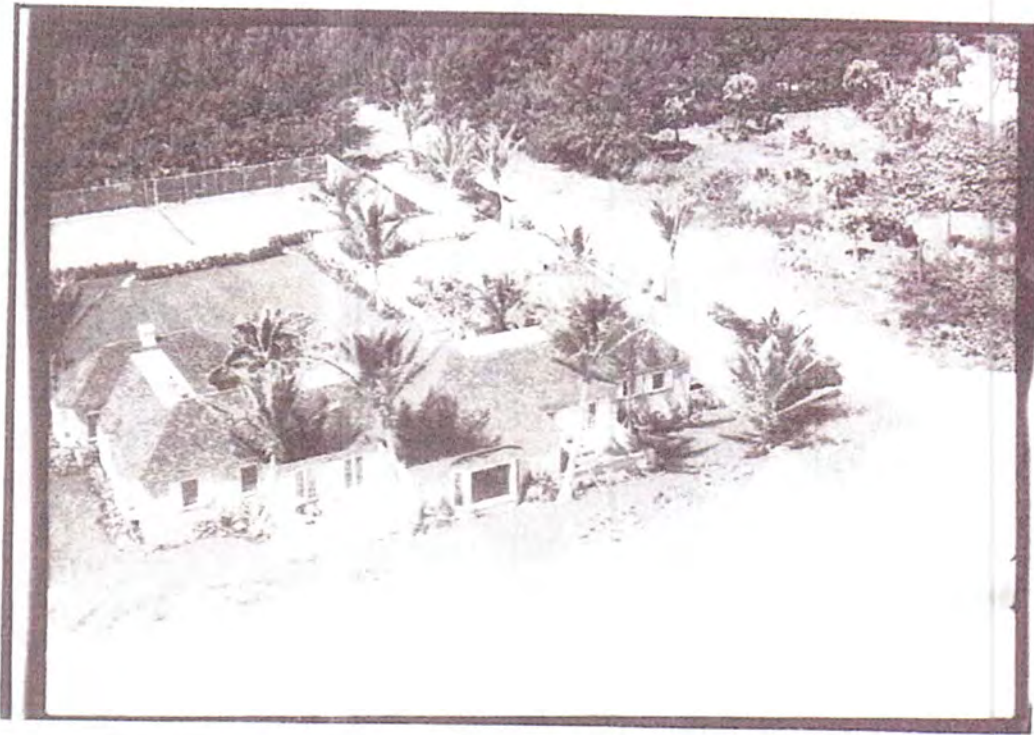
Conclusion: In addition to the above presented information the appraiser has file information regarding research on landmarked properties dating to the late 1990's. The appraiser was unable to support the theory the Landmark properties sell for substantially more than non-landmarked properties. Homes that sell for more than other homes sell due to their location, the special attributes of the home, their floor plan, and their ceiling heights. The homes that sell for more generally have stood the test of time and were part of a grand lifestyle that has returned to Palm Beach.

To quantify that a home sells for more because it is landmarked is in the appraiser's opinion difficult to prove or support in the market. The home at 4 El Bravo Way is certainly one that could not be duplicated today particularly with the large 5 story tower space. Each bedroom had its own bath and closets were enlarged to meet today's demands. According to the brochure, a modern kitchen and family were added to the home.

The subject property floor level for the main house is at a 14' above sea level and would not need to meet FEMA requirements in order to be remodeled.

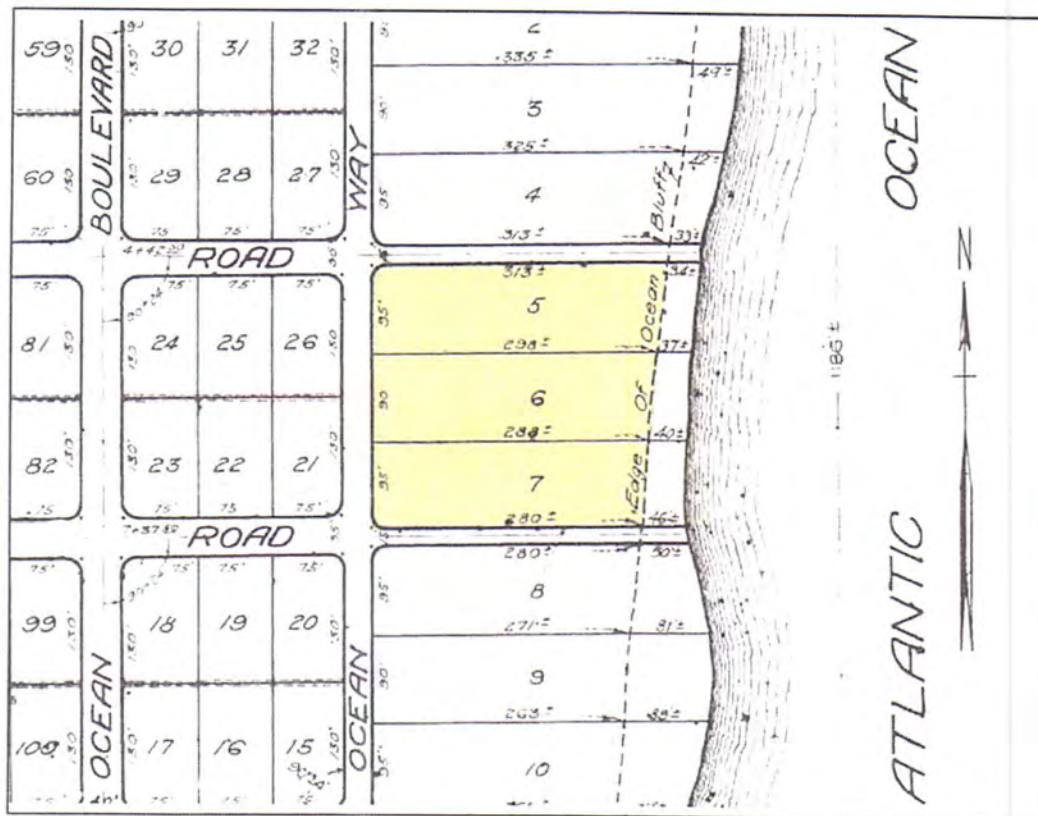
Although considered, it is unlikely that a potential purchaser would or could modify the property by expanding the main house to a level of size which would be acceptable and correspond with the value of the land for a reasonable anticipated return. An addition to the first floor in order to meet current market tastes would most likely alter the original home so that it would not be recognizable as the original landmark. Nor would the brick exterior be continuous which would again change the original home.

In the appraiser's opinion, there is currently no support for the premise that landmark properties sell for 10% to 20% more than non-landmarked homes. Landmarking this home would not encourage the public to buy or purchase a home because it is landmarked. To the contrary it would enforce a negative public perception of the landmark process. It is my opinion that landmarking this home would be a punitive action that would not benefit the property but would rather result in millions of dollars in financial damage.



Proximity of the Ocean and Position of Home on Lots 5 & 6.

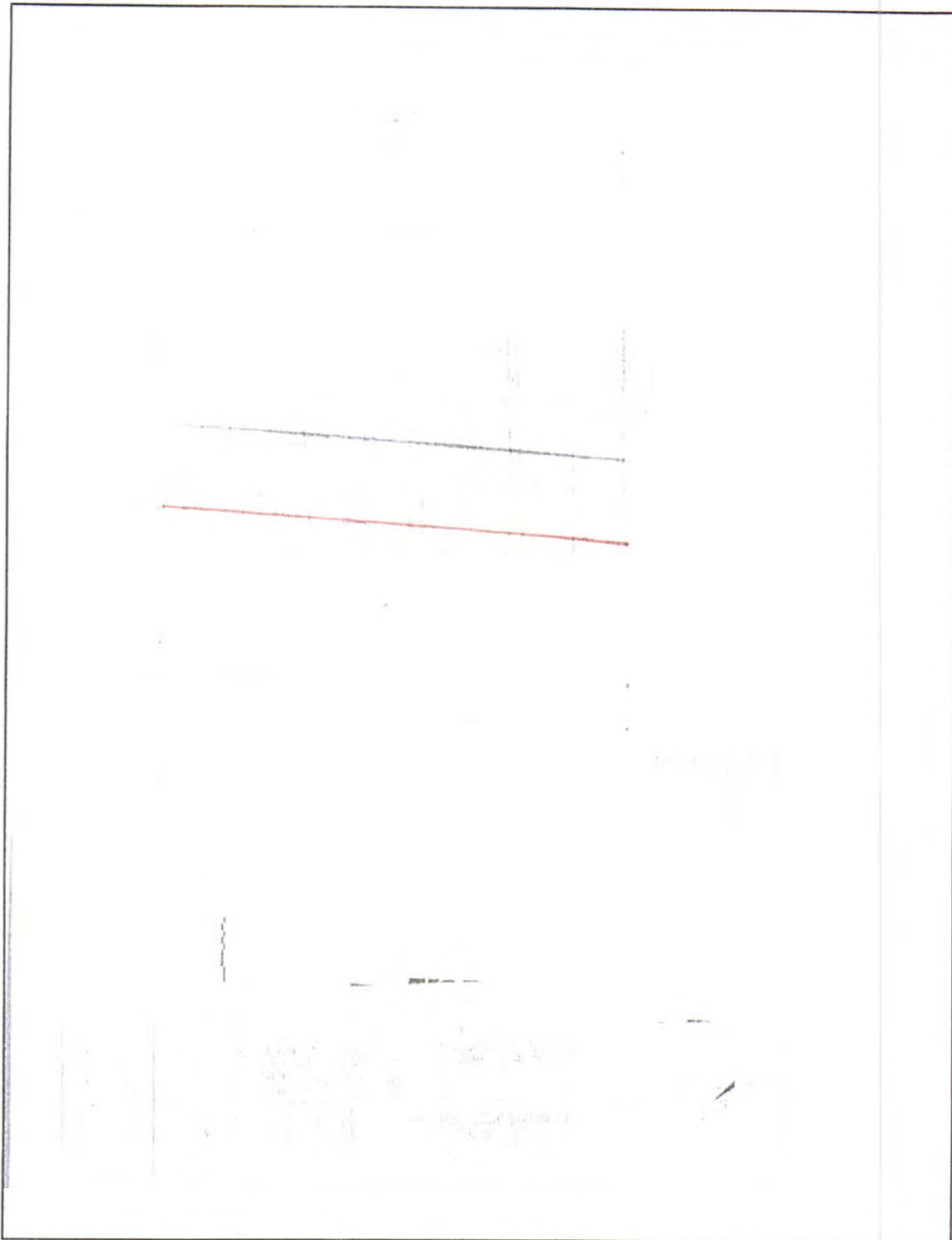
Plat Of Subject Property



Form SCALTR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

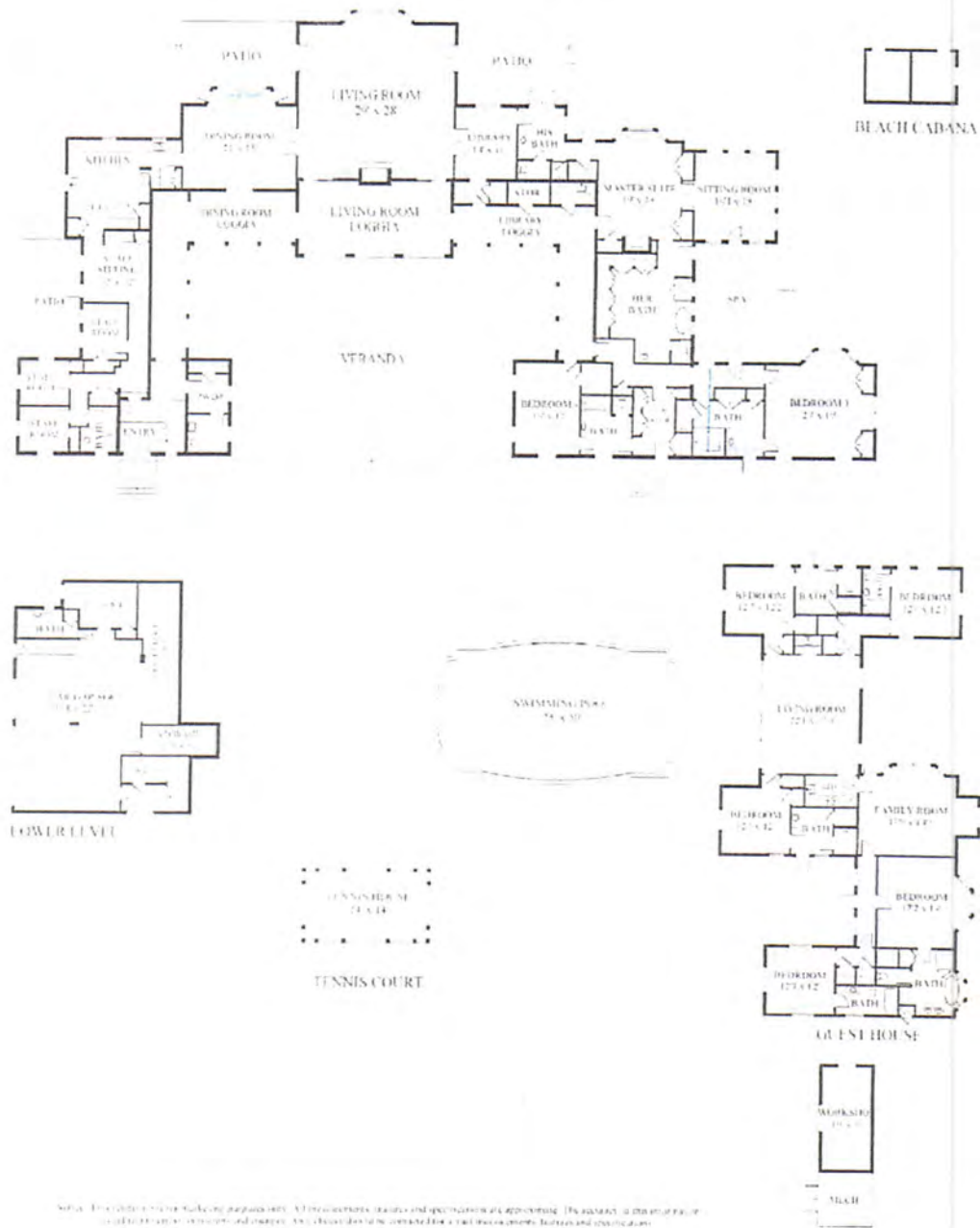
Note Proximity of the Ocean

Survey Red Line is CCL, Orange is Town Bulkhead, and Green is 50' Setback



Form SCNLTR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

1545 N. OCEAN WAY



Floor Plan (Sotheby's Brochure) with Additions and Bay Window Modifications noted in Blue

A SUMMARY REPORT
CONCERNING THE
IMPACT OF LANDMARKING
ON RESIDENTIAL PROPERTY VALUES
PALM BEACH, FLORIDA

PREPARED FOR
PRESERVATION FOUNDATION OF PALM BEACH
C/O POLLY ANNE EARL
EXECUTIVE DIRECTOR
356 SOUTH COUNTY ROAD
PALM BEACH, FLORIDA 33480

PREPARED BY
JENKINS APPRAISAL SERVICES, INC.
5730 CORPORATE WAY
SUITE 120
WEST PALM BEACH, FLORIDA 33407

Jenkins Appraisal Services, Inc.

5730 Corporate Way, Suite 120, West Palm Beach, FL 33407 Ph: (561)640-4059 Fax: (561)640-8183

September 26, 1997

Ms. Polly Anne Earl
Executive Director
Preservation Foundation of Palm Beach
356 South County Road
Palm Beach, Florida 33480

Re: Impact of Landmarking on Property Values
Palm Beach, Florida
Our File No.: 7204

Dear Ms. Earl:

In accordance with your request, we have conducted research to determine the impact of a landmark designation, if any, on residential property values. This research was focused only on properties located within the Town of Palm Beach.

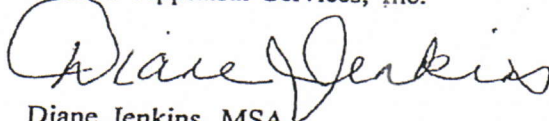
As a result of our investigation and analysis of the information outlined in this report, I have concluded that Landmarking of properties within the Town of Palm Beach typically enhances the value of property by 10% to 20%. The term "typically" was used because it was not possible to determine the impact of Landmarking on properties which had a sales price in excess of \$4,000,000. The reason that the impact on these properties could not be determined is that the differences between properties was so great that adjustments required were excessive. Once adjustments become large, the reliability of data must be questioned. No clear pattern of appreciation or depreciation related to the Landmark designation could be abstracted from these upper-end sales. Therefore, no determination was made as to the impact on value to the properties in excess of \$4,000,000. In addition to the upper-end properties from which no reliable data could be abstracted, there may also be a few small, underimproved properties, located primarily in the north end of Palm Beach, which may not fit within this analysis as a "typical" residential property.

An explanation of the procedures utilized is contained within this report. This report is not intended to be an appraisal of any specific real estate. Rather this is considered to be consultation study and research to determine whether or not residential real estate values are impacted by being designated as a Landmark.

This letter is made part of and subject to the Certification and Assumptions and Limiting Conditions set forth in the report herein.

Respectfully submitted,

Jenkins Appraisal Services, Inc.



Diane Jenkins, MSA
State-Certified General Real Estate Appraiser #0001188

GENERAL INFORMATION

FINDINGS AND CONCLUSIONS: Continued

impact of landmarking on the value of a residential property. The paired sales analysis provided a consistent indication that since January, 1995, properties which were landmarked sold for 10% to 20% more than did similar non-landmarked properties.

Since January, 1996, there have been approximately 25 homes demolished or approved for demolition. The properties which were demolished were considered underimprovements. An underimprovement is defined in The Dictionary of Real Estate Appraisal, Third Addition, as "an improvement that is inadequate to develop the highest and best use of its site; usually a structure that is of lesser cost, quality and size than typical neighborhood properties". Approximately 72% of these demolitions were north of Royal Poinciana Way, and the majority were north of the Palm Beach Country Club. To determine the impact of Landmarking in this area, research was conducted to determine the age of existing homes and size of improvements. North of the Country Club, there were few homes found that were built in the 1920's and 1930's. There were some from the 1940's, however the bulk of homes at the north end were developed since 1950. This would indicate that these homes are not ripe for Landmarking. Therefore, the demolition would not be restricted due to Landmarking. Homes in the north area which were built prior to 1947 and which are underimprovements, could be the exception to the appreciation resulting from the Landmarking designation. ★

There were several financial benefits found for owners of landmarked properties. Landmarked property owners may profit from a tax benefit. Landmarked properties can exempt \$0.43 of every dollar increase in property tax increases for a ten year period, if the rehabilitation is certified by the landmark commission. Landmark status also allows for upgrading and improving property which falls below the Federal Emergency Management Authority level of 7'6". Were it not for landmarking, the FEMA regulations would restrict what improvements and upgrading would be allowed. Landmarking also allows for rebuilding should an Act of God destroy over 50% of the structure.

In conclusion, the market appears to be receptive to the landmark designation and considers it to be worth a premium. Properties which are landmarked generally are so designated because of their character, unique architectural features and generally features which are appealing to buyers. Our research indicated that since January, 1995, the market has typically paid a premium of 10% to 20% for landmarked residential properties.

Verbatim Transcript - Testimony of Diane Jenkins -

Town Council Meeting of February 13, 2001

**Re: Item XII. Public Hearings, B. Landmark Designation of 444 North Lake Way,
Resolution No. 9-01**

JENKINS: In August of 1997 I was asked by the Preservation Commission to do a report on the impact of landmarking on property values in Palm Beach, because at that point they were getting tremendous resistance from property owners to landmark properties, and it was very interesting to learn, over looking at sales through the 1990-1997 time period, that many properties benefitted in value from landmarking. People felt there was a certain prestige to it. There were a lot of other - - there were some tax advantages, and I'm abbreviating this for you, but at that time I also had done a presentation for the Council, and I know everyone received a copy of it back in 1997. But, the study made it also very clear that the time that landmarking creates a detrimental impact is when you reach certain property values and certain property types, and LaRonda clearly fits into those types. Once you get over a - - at that time, this was '97 - the numbers may have changed a little bit, but at that time if you hit a \$4 million price, then landmarking became a detrimental impact, and it was difficult to determine the exact percentage back then looking at the numbers, but it was clear that when people are spending anything in the upper range of values they want the freedom and the ability to make their own decisions, many of which is to keep the property and to keep the house and maintain it exactly as it is, but they want that opportunity. From doing recent research, and looking at various units of comparison, which is what appraisers do, I did an analysis to see could I make any

kind of an analysis for LaRonda as to what would this do to their property value, should this be landmarked, and it's very clear that in this price range, and now you know, you're looking at a much higher number -- certainly double, at a minimum; the \$4 million, and far above that -- but once you get into this kind of number, yes, there is definitely a negative impact to the value, and the numbers are significant, and I think you're looking at easily a 25% impact to value, so you're looking at something that can be in excess of \$2 million as a negative impact. I'd love to tell you in more detail, but I'm given a restriction, so I'd be happy to answer any questions.

FRANK: Ms. Jenkins, you stated for the record that you were asked by the Preservation Commission to do this question and to do a report. I don't believe the Preservation Commission asked you anything. I believe you were working for the Preservation Foundation, and that's a totally different entity. I don't want this audience to think that the Town sponsored or endorsed your study.

JENKINS: You're absolutely right. It was for the Preservation Foundation of Palm Beach. That is correct.

End of verbatim transcript

se/2-14-2001/Tape 3/TC 2-13-2001

John S. Garner, Ph.D.
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Urbana, IL 61801
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217-778-3662
Fax 217-244-2900

John S. Garner is a preservation consultant and professor emeritus of architecture at the University of Illinois at Urbana/Champaign, where he chaired the division of architectural history and preservation before retiring. He is the chief investigator and author of several reports on historic buildings and districts in Illinois and is the author/editor of several articles, chapters, and books on architectural history and preservation, including The Midwest in American Architecture, (University of Illinois Press, 1991). He has appeared before several building preservation commissions, planning commissions, and city councils and county supervisors to testify concerning the historic and architectural significance of historic structures (in the state of Illinois in Chicago, Lake Forest, Pontiac, Effingham, Champaign, Peoria, and Springfield, as well as in the state of Florida before the Town of Palm Beach and City of Miami). He has also appeared before the Illinois Historic Preservation Agency's Advisory Council to testify concerning National Register listings. He has served as an advisor to the National Park Service's Historic American Buildings Survey. With a professional degree in architecture and doctorate in history and more than thirty years of experience, the author is an expert in investigating and documenting historic buildings and is a qualified witness.

CV

I. Personal History and Professional Experience

Educational Background

Oklahoma State University, B.Arch., Architecture, 1969
University of Illinois, M.Arch., Architectural History, 1970
Boston University, Ph.D., Urban History, 1974

Academic Positions

1970-71, Instructor in Architecture, University of Illinois
1973-74, Lecturer in Urban Affairs, Boston University
1974-77, Assistant Professor of Architecture, Texas A&M University
1977-81, Associate Professor of Architecture, Texas A&M University

1981-87, Associate Professor of Architecture, University of Illinois
1987- , Professor of Architecture, University of Illinois
2002-07, Chair, Architectural History and Preservation, Univ. of Illinois
2007- Professor Emeritus, awarded by Board of Trustees, Univ. of Illinois

Other Professional Employment

1967-69, Architectural Intern, Hudgins, Thompson, Ball, Tulsa, OK
1971-73, Preservationist, Society for the Preservation of New England
Antiquities, Boston, MA
1977-, Preservation Consultant

Honors, Recognition, Etc.

1973-74, National Endowment for the Humanities Fellowship
1979-80, Fulbright-Hays Senior Research Award to France
1997, Magister Profesor, Universidad de Tucuman, Argentina
1998- , Who's Who Among America's Teachers

Invited Lectures

1986, "Hopedale: A Centenary," keynote lecture on occasion of the 100th
anniversary of the incorporation of Hopedale, MA
1988, "Architectural Preservation: An Outlook," Diamond Jubilee of the
School of Architecture, Oklahoma State University
1991, "Early Chinese Temples and Tombs," Department of Landscape
Architecture, UIUC
1992, "The Nature of Building Preservation," Department of Art History,
UIUC
1997, "Direcciones Actuales en La Arquitectura Norteamericana," public
lecture
at Civic Auditorium, Tucuman, Argentina
1998, "An International Perspective of Model Workers' Housing, 1880-
WWI," in a symposium, Change at the Millenium, University of North
Carolina at Charlotte
1999, "Keynote Address on dedication of the J.H. Hawes Grain Elevator
Museum," Atlanta, IL
2003, "The Pullman State Historic Site, Chicago, IL, USA," Congreso
Internacional de Ciudades Historicas, Camaguey, Cuba
2004, "Keynote Address in Sao Paolo, Brazil, "Understanding the Single-
Enterprise Town."

Review Panels

1996-2000, Member of Board of Directors, Historic American Buildings Survey Foundation, National Park Service, Washington, D.C.

II. Publications and Creative Works

Books

The Model Company Town: Urban Design through Private Enterprise in 19th –century New England (Amherst: University of Massachusetts Press, 1984).

The Midwest in American Architecture (Champaign: University of Illinois Press, 1991).

The Company Town: Architecture and Society in the Early Industrial Age (New York: Oxford University Press, 1992, 2002).

Chapters in Books

"Preserving the Prosaic," in Adaptive Re-use (New York: Van Nostrand Reinhold Co., 1988).

"Tanks and Towers: Waterworks in America," American Public Architecture (College Park: Pennsylvania State University Press, 1990).

"The Garden City and Planned Industrial Suburbs: Housing and Planning on the Eve of World War I," in From Tenement to Taylor Homes: American Urban Housing Policy (College Park: Pennsylvania State University Press, 1999).

Monographs

"East Texas Architecture: A Select Study," College Station, TX: Texas Society of Architects, 1979.

"Washington Park: Quincy, Illinois: A University of Illinois Case Study in Recording Historic Buildings," UIUC, 1982.

"Public Square: Oakland, Illinois: A University of Illinois Case Study in Recording Historic Buildings," UIUC, 1983.

"Main and Market Streets: Mt. Carroll, Illinois: A University of Illinois Case Study in Recording Historic Buildings," UIUC, 1986.

"The Fitzpatrick Homestead, Lockport, Illinois: A University of Illinois Case Study in Recording Historic Buildings," UIUC, 1987.

"World War II Temporary Military Buildings," Champaign, IL: USACERL, 1993.

Articles in Quarterly Journals

* "Leclaire, Illinois: A Model Company Town, 1890-1934," Journal of the Society of Architectural Historians (October, 1971).

* "Nathaniel Hawthorne's Legends of the Province House, His Use of Architecture, Artifact, and History," Old-Time New England (Fall, 1972).

** "Preface to Special Issue on Gravestone Carving," Old-Time New England (Spring, 1973).

* "Architecture at Texas A&M: The Past Hundred Years," Texas Architect (Spring, 1977).

* "The Saga of a Railroad Town: Calvert, Texas, 1868-1918," Southwestern Historical Quarterly (October, 1981).

** "How Fare Thee Fair Camelot," Reflections (Spring, 1983).

* (with Richard Mattson), "Quincy's Grand Past: Recapturing the Architectural Heritage of a River Town," Gateway Heritage (Spring, 1984).

* "Architecture and Philanthropy in a Model Company Town," Places (Spring, 1988).

* "La Company Town. Industria e Territorio nel XIX Secolo," Rassegna (Fall, 1997).

Bulletins, Reports (including expert testimony), and Conference Proceedings

** "The Growth of Cities in Victorian Texas," Proceedings of Texana III (Austin: Texas Historical Commission, 1983).

** "Family and Philanthropy in North Easton, Massachusetts," Proceedings of the Society for American Planning History (Columbus, OH: Society for American Planning History, 1987).

** "Pullman Revisited: The Architecture and Planning of a Model Company Town," Proceedings of the Society for American Planning History (Columbus, OH: Society for American Planning History, 1989).

"Resurvey: Northside Historic District Development Area," Peoria: Northside Planning and Development Corporation, 1993.

"John H. Hall House, Historic Structures Report," Peoria: Northside Planning and Development Corporation, 1994.

"The Homer Municipal Building, Historic Structures Report," Homer, IL: Village Board, 1998.

"Expert testimony on behalf of the Hillel Foundation, Champaign, IL," City of Champaign, 1999.

"Expert testimony on the Solon House, Champaign, IL," City of Champaign, 1999.

"Expert testimony on the Bush Temple of Music Building, Chicago, IL," City of Chicago Landmarks Commission, 2001.

"Octave Chanute Aerospace Museum: Conservation Assessment," Rantoul, IL: Heritage Preservation, Washington, 2001.

"Expert testimony on the First Unitarian Church, Peoria, IL," City of Peoria Landmarks Commission, 2003.

"Mark Twain Boyhood Home and Museum: Conservation Assessment," Hannibal, MO: Heritage Preservation, Washington, 2003.

"Expert testimony on the Smythe House, Palm Beach, FL," Town of Palm Beach Landmarks Commission, Town Council of Palm Beach, 2004.

"Expert testimony on the Jacks House, Lake Forest, IL," City of Lake Forest Building Review Board, 2005.

"Landmarks Designation Analysis of the Royal Poinciana Plaza, Palm Beach, FL," 2007

"Expert testimony on the Royal Poinciana Plaza, Palm Beach, FL," Town Council of Palm Beach, 2007

"Appraisal of 809 W. Main St., Urbana, IL," for preservation purposes, 2008

"Hamilton Boulevard from Water to North Street, a response to landmark application, HPC case no. 08-27, Peoria, IL, Methodist Medical Center, 2008

"Old Farm House (Mumford House), campus, University of Illinois, Urbana, IL," testimony before Facilities and Services, to retain structure in present location, 2009

"Expert testimony on the Du Pont House, Palm Beach, FL," Town Council of Palm Beach, 2010

"Appraisal of 701 W. Florida Ave., Urbana, IL, the President's House, University of Illinois," regarding interior conservation, 2011

"Expert testimony on the Tropin House, Palm Beach, FL," Town Council of Palm Beach, 2011

"Expert testimony on the Smith House, Palm Beach, FL," Landmarks Preservation Commission, Town of Palm Beach, 2012

"Expert testimony on the Eberhardt Residence, Palm Beach, FL," Landmarks Preservation Commission and Town Council, Palm Beach, 2013

"Expert testimony on St. Jude Melkite Catholic Church, Miami, FL," City of Miami, 2013

Other: Encyclopedia Entries

** "Company Towns," in Encyclopedia of Urban America, Vol. 1 (Santa Barbara, CA: ABC-CLIO, 1998).

** "Industrial Towns," in Encyclopedia of Twentieth Century Architecture (London: Thames & Hudson, 2000).

** "Industrial Utopian Communities," Encyclopedia of New England Culture (New Haven: Yale University Press, 2002).

** "The Prairie School of Architecture," Encyclopedia of the Midwest (Columbus: Ohio State University, 2005).

1545 N. Ocean Way, The Williams Residence: Response to the Landmark Designation Report

John S. Garner, Ph.D., Preservation Consultant
502 E. Sunnycrest Ct., Urbana, IL



**November 19, 2014, Landmarks Preservation Commission,
Town of Palm Beach, FL**

Prepared for the firm of Rabideau Law, 400 Royal Palm Way, Suite 404, Palm Beach, Florida

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1545 N. Ocean Way, the Williams Residence: Response to the Landmark Designation Report, November 13, 2014, Landmarks Preservation Commission, Town of Palm Beach, FL

John S. Garner, Ph.D., Preservation Consultant
502 E. Sunnycrest Ct., Urbana, IL

A Question of Architectural Integrity

When the Landmarks Preservation Commission voted last year to move forward with the designation of 1545 N. Ocean Way, the Williams Residence, its members may not have been aware of the extensive changes to the property since its initial construction. In the Designation Report prepared by Murphy Stillings, LLC, and submitted on April 16, 2014, these changes—amounting to a fifty percent increase in the size of the residence—are only partially acknowledged. The statement that: “Over the years there have been minimal changes to the property, and most were maintenance” is unsupported.¹ The impression given is that little has changed; and thus little in the way of descriptive information about the present appearance of the property is provided in the report. Because the original house and a portion of its additions fall within the historic time frame of greater than fifty years, they are treated as notable and worthy of designation. However, there is a difference between an attractive property with complementary additions and a property worthy of landmark designation. The language in the Landmarks Ordinance defines and distinguishes between the two.

The Designation Report states “Windan[d]sea [1545 N. Ocean Way] is an excellent example of Maurice Fatio’s skillful interpretation of the French Eclectic style of architecture.” In fact, it is a residence executed in a style that had little bearing on prevailing styles, whether in a cultural or historical sense or in terms of climate. If anything, the residence was built in spite of its style and circumstances. That the original U-shape plan can still be identified within the expanded layout does not mean that the walls that define it or spaces within have not been changed. The architecture of Palm Beach has been illustrated in a number of handsome books, but 1545 N. Ocean Way is not included; nor is it mentioned in the monographs dedicated to its architect Maurice Fatio in any way other than as a catalog entry of his commissions.²

¹ Designation Report, Wednesday, April 16, 2014, Landmarks Preservation Commission, Palm Beach, FL: prepared by Murphy Stillings, LLC., p. 8.

² Designation Report, p. 4; 1545 N. Ocean Way is not included in architectural books dedicated to Palm Beach, such as Polly Anne Earl, **Palm Beach: An Architectural Legacy**, or Shirley

The word *integrity* has been defined by the National Park Service as that which gives a property meaning and value, and it is the very underpinning of the NPS Standards for Rehabilitation. These standards are included in the *Landmark Manual* (2009) prepared for the Town of Palm Beach. Quoting from the NPS: "Preservation is defined as the act or process of applying measures necessary to sustain the existing form, *integrity*, and materials of an historic property." The language in the standards states that "Deteriorated features from the restoration period will be repaired rather than replaced."³ The problem with the Williams Residence is that its integrity has been compromised. Numerous additions and repairs over the years have affected the property in an adverse or negative way. While it is understandable that properties undergo change over time, those properties chosen for designation must still exhibit their original character if this is the basis for their selection.

Meeting the Designation Criteria

The designation report asserts that the residence meets three of the criteria necessary for designation under Sec. 54-161 of the Landmarks Preservation Ordinance of the Town of Palm Beach.⁴

(1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.

(3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.

(4) Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized or who influenced his age.

1545 N. Ocean Way, Palm Beach, Florida, does not qualify for listing under any of the designation criteria. The residence has undergone substantial additions, remodeling, and renovations. In the process, its original character and historic integrity have been compromised. The residence, as it exists today, is not the one identified in the Florida Master Site File in 2004; nor is it the same as

Johnston, *Palm Beach Houses* or Jenifer Ash and Alex McLean, *Tropical Style: Private Palm Beach*; or monographs dedicated to Maurice Fatio—Kim I. Mockler, *Maurice Fatio: Palm Beach Architect*, or Alexandra Fatio, *Maurice Fatio, Architect*.

³ William J. Murtagh, *Keeping Time*, NY: John Wiley, 2003, pp. 117–18; *Landmark Manual* prepared by Jane S. Day, Town of Palm Beach, Florida, Landmarks Preservation Commission and The Preservation Foundation of Palm Beach, 2009, pp. 32–35.

⁴ Designation Report, p. 9.

described in the guide written by Barbara D. Hoffstot, *Landmark Architecture of Palm Beach*, in 1974. Numerous modifications and repairs have been made, including substantial renovations and additions since the present owners acquired the property. Because of these changes, the nomination should not be approved for listing by the Landmarks Preservation Commission of the Town of Palm Beach.⁵

Why the Designation Criteria are not applicable

1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.

The argument here is that the property takes on significance because it is located at the north end of the island, which in 1937 had yet to be developed. Because it was one of the first properties developed, it thus reflects a trend or pattern in the Town of Palm Beach. But is this important in the history of the town? Does it constitute a “broad cultural, political, economic or social history?” If so, it was certainly an understated one; and to what extent did the town respond with new parks, schools, services, etc. for this development? The majority of the structures built in the north end were small ranch style homes and not in character with the Williams Residence. In fact, the northern part of the island had been under construction for several years prior to 1937, including commissions by Treanor and Fatio for the Kennedy Residence in 1933 at 1095 N. Ocean Blvd., the demonstration house for Palm Beach Modern Homes in 1934 at 1430 N. Lake Way, and Manana Point, the Loening Residence at 1486 N. Lake Way.⁶ The key words in the criterion are “exemplifies” and “reflects.” For a property that was from the outset sequestered from view and intended to ensure privacy, these catch words do not apply.

In its heyday, the 1920s, Palm Beach drew much attention to its resort community and social calendar. Celebrities and industrialists were photographed and interviewed and often hosted parties on one or another occasion. The Sweatt family was not unlike others of their class; however, they do not appear to have been civic leaders or to have risen above others in their

⁵ Florida Master Site File, Site Inventory Form for 1545 N. Ocean Way; property owned by Arthur L. and Angelica Williams, 2004; the recorder, Sandra Norman, marked the property as “Ranch style.” Barbara D. Hoffstot, *Landmark Architecture of Palm Beach* Pittsburgh: Ober Park Assoc., 1974, p. 18.

⁶ Kim I. Mockler, *Maurice Fatio: Palm Beach Architect*, NY: Acanthus Press, 2010, pp. 237–38.

circle. They did not shape the social history of the town, but were only part of it. Their residence was not a center of social activity for Palm Beach.

3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.

The term used in the designation report to describe the architecture of 1545 North Ocean Way is “French Eclectic style.” The Landmark Manual prepared for the Town of Palm Beach and the Landmarks Preservation Commission in 2009 recognizes no such style. Nor is French Eclectic a style identified in most architectural guide books.⁷ French Provincial, another term used in the report, is associated with the decorative arts and not architecture. Those French inspired styles that are recognized are the Second Empire style, the style of Beaux-Arts Classicism, and Chateausque. The Williams Residence is none of these. It does employ the use of pavilions to separate the spaces of the house, from service wing, to the living wing, to the guest wing. That separation of space, however, is not peculiar to the style. There is also the use of hipped roofs. Although the roofs are hipped, they are not Mansard or double-hipped in the French manner. There is slight flare at the eave of the roof, which can be found in French colonial architecture of the Mississippi Valley. The use of quoins in the corners of the residential wings is a Renaissance stylistic feature although not French alone, but rather European in general. The interior of the living quarters originally were decorated with French Provincial cabinetry and furniture. With the exception of built-in cabinetry, all has been remodeled. In 1997, a major renovation of the interior was undertaken. Moreover, the interior of a property does not fall within the scope of the Landmark Ordinance. Hence, 1545 North Ocean Way is something of an anomaly in style and an exception to Palm Beach which during the period of its construction was trending to the late Georgian Revival style or Regency.⁸

It would be difficult to argue that the property is a “specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.” The architect and contractor were skilled, but there is nothing unique or trend setting in the structure. Cypress

⁷ This term is used by Virginia Macalester, *Guide to Residential Architecture*, but not in the better known guides to building styles, such as

⁸ The trend in Palm Beach during the 1930s was to the late Georgian Revival or Regency style, which Fatio used in his own house of 1936 and again in 1937 in the Hutton Residence, **Maurice Fatio: Palm Beach Architect**, pp. 193–224.

was used for cornices and soffits, but that was the extent of indigenous materials. The pavers were concrete made to simulate South Florida's Quarry Keystone. When the additions were made, there were substitutions in materials and trim. For example, the 1948 addition used a different cornice profile. In the 1957 guest house addition, a shake shingle roof was used in place of the original tile used in the main residence. In the 2003 addition to the guest house, the entire roof was recovered in composition shingles. Some of the windows, which are character defining features, have been replaced. The east façade facing the ocean was renovated to change the fenestration. In the dining room, a bay window replaced a pair of double-hung sliding sash units. In the sitting room, a similar change was made. The brick veneer has been repointed and the workmanship is poor.

The Williams Residence does not embody a style or type associated with Palm Beach or South Florida. Its architecture is at odds with the prevailing styles of the period. Only in plan, with its open loggia facing the courtyard are there similarities in layout with other period homes in Palm Beach. The use of used brick, which became fashionable in the postwar period, was a poor choice of material. As a soft brick, it has not weathered well, and attempts to repair it have not been successful. The roof has been replaced with an inferior tile to the original. The additions are complementary in massing but are not in keeping with the original in either materials or workmanship.

4) Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized and who influenced his age.

Treanor and Fatio and Wyeth, King and Johnson were among the town's leading architects. Maurice Fatio and Marion Sims Wyeth were perhaps the best architects of the period to practice in South Florida. Their work "has been recognized" and they "influenced" other architects of the time. But the criterion here states that the work in question should be "representative of the notable work" and 1545 North Ocean Way certainly is not among their notable work. When one looks at other residences by these architects, it cannot be said that the Williams Residence is among the best. There are other, better, examples of their work of the period, and much of that work has been designated.⁹

⁹ For example, "The Reef," or Makaroff Residence, at 702 N. County Road, which received a gold medal in 1937 at the Paris International Exhibition, and is a designated landmark; and "Four Winds," the Hutton Residence, at 1768 S. Ocean Blvd., 1937, and also designated.

History and Description of Construction

Occupying Lots 5,6 and 7 of the Boca Ratone Company Inlet Subdivision, 1545 N. Ocean Way originally comprised a tract of 280 by 316.78 feet, slightly more than 2 acres. But the tract has changed. At the time of construction, there was a single dune between the beach and the property line, and the shoreline was within 100 feet. That distance now is greater than 600 feet as the beach has expanded and the shoreline reconfigured, creating a tract of nearly 5 acres. Harold W. Sweatt of Minneapolis, Minnesota, purchased the site in early 1937 and commissioned Treanor and Fatio to design a resort home for him and his wife.

The original structure

Drawings were prepared for a modest single-story structure arranged around a courtyard. The principal axis of the structure was north to south with an east façade facing the ocean, with service wing and bedrooms forming the north and south wings and framing the courtyard on the west.³ A building permit was issued on Feb. 2, 1937, to the general contractor Charles J. Travail for a 5,054 s.f. residence estimated to cost \$40,000.¹⁰

The architect, Treanor and Fatio, maintained offices in New York and Palm Beach. Maurice Fatio (1897-1943) was the principal in charge of the Palm Beach office. Drawings were prepared and revised over a five month period to accommodate changes in plan and detail. The design was conceived as three pavilions facing east (top in the figure above) towards the ocean to serve as a dining room, living room, and sitting room. To frame a courtyard on the west, the scheme included a kitchen, servants' quarters, and an entry on the north and four bedrooms on the south for family and guests. During a period when natural ventilation was the norm, rooms were usually one bay in depth for cross breezes. Ceilings were high, 10 ft. 8 ins. Circulation from one room to another was external, and sheltered only by a loggia, which was employed on the west, looking onto the courtyard. There were no enclosed halls between rooms, so the dining room opened directly to the living room and the living room opened directly to the sitting room. The living room was the largest room or pavilion and occupied the center of the design scheme. A bay window with fixed plate glass looked out to the escarpment and ocean.

¹⁰ Building Permit, No. 2237, Feb. 2, 1937, Town of Palm Beach.

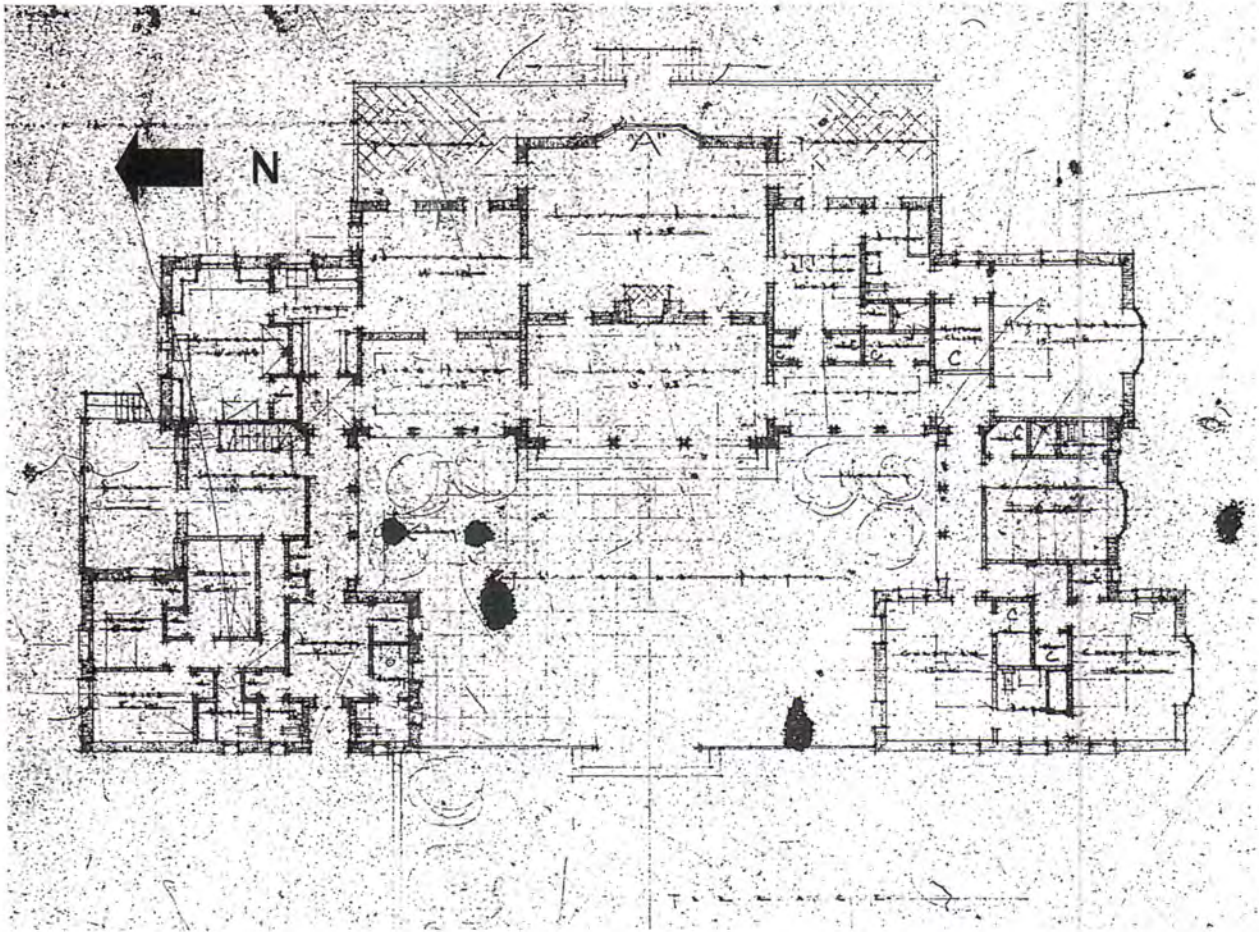


Fig. 1 Plan of Residence for Mr. and Mrs. Harold W. Sweatt, Feb. 2, 1937, drawing 102, Treanor and Fatio, Palm Beach County Historical Society.

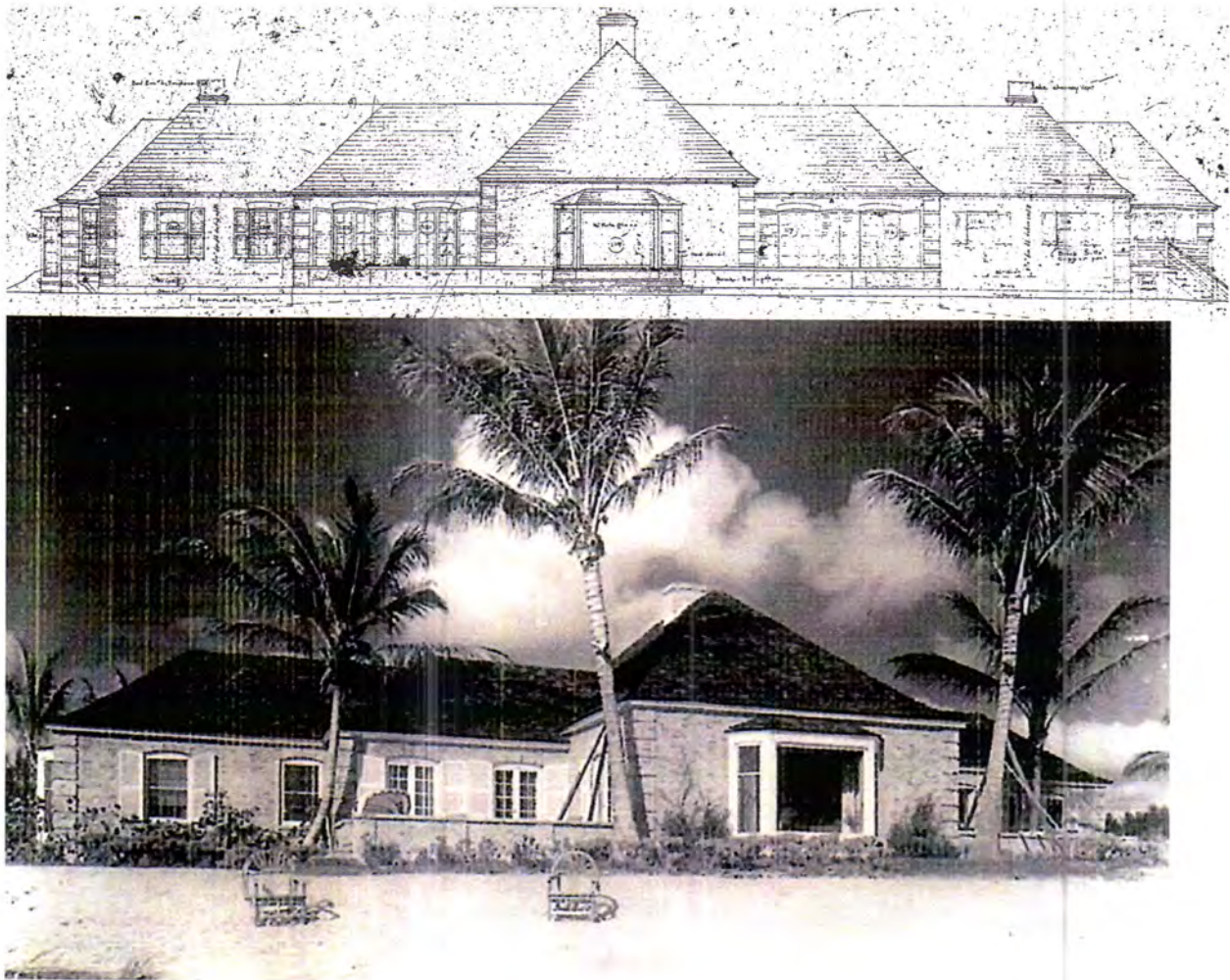


Fig 2. Drawing of east elevation, Residence for Mr. and Mrs. Harold W. Sweatt, dr. 104, Feb. 10, 1937, Treanor and Fatio, Palm Beach Co. Historical Society; photo of east façade, n.d., PBCHS.

The style of the house derives from its massing with hipped roofs, paired double and triple-hung windows with segmental arches, and quoins. There is a French influence, although no unifying theme to the composition. Fatio used historicism in an eclectic way, picking and choosing one element or another. The bay window with pent roof in the living room pavilion is not a French design feature based in architectural history. In a smaller residence designed the preceding year (1936), the Joseph C. Belden Residence of 203 Via Vizcaya, he employed a pavilion front with hipped roof and bay window. Obviously, it was a motif he favored, but it was not based on precedent.¹¹ The roof has a slight pitch at the eave, which could be a reference to French colonial hip on hip

¹¹ Alexandra Fatio, *Maurice Fatio, Architect* (Stuart, FL: Southeastern Printing, 1992), p. 242.

roofs where the outer hip forms the roof of a veranda or loggia. But this was not the case here, where the outer hip or flare is vestigial and non-structural.

The foundation was reinforced concrete, with walls and piers supported by footings. Above these, the girders, joists, and floors were wood. The exterior walls above grade were masonry, using structural tile with a brick veneer laid in running bond. Non-bearing partitions were frame. Most of the interior walls and ceilings were finished in plaster. The sitting room and the walls facing the loggia were paneled in cypress. The roof was of wood construction and covered in tile shingle. There were three chimneys, constructed in brick, one built into the west wall of the living room, one dividing two of the bedrooms, and the other serving as a vent for the kitchen. The fireplaces were largely ceremonial and reportedly never drew well.¹²

Additions

An addition was built to the south wing of the residence in 1948, complementary in style to the original house but with noticeable variations. A permit was issued on July 21st and drawings were prepared in August by Wyeth, King, and Johnson. Treanor and Fatio had closed its office in Palm Beach in 1944, following the death of Maurice Fatio. Marion Sims Wyeth (1889-1982), like Fatio, was a well established architect who catered to the well-to-do within the resort community. Only 715 sf of additional space was created, although over 1,000 sf was reconfigured in the remodeling. What had been the sitting

¹² Foundation, Residence for Mr. and Mrs. Harold W. Sweatt, dr. 101, Treanor and Fatio, Feb. 10, 1937; construction confirmed by inspection by author, Sept. 22, 2014; fireplaces were capped and never drew well according to Charles Knofla, site custodian.



Fig. 3, 1948 addition by Wyeth, King, and Johnson, photo det. of east facade



Fig. 4, 1948 addition by Wyeth, King, and Johnson, photo det. of north façade showing patio

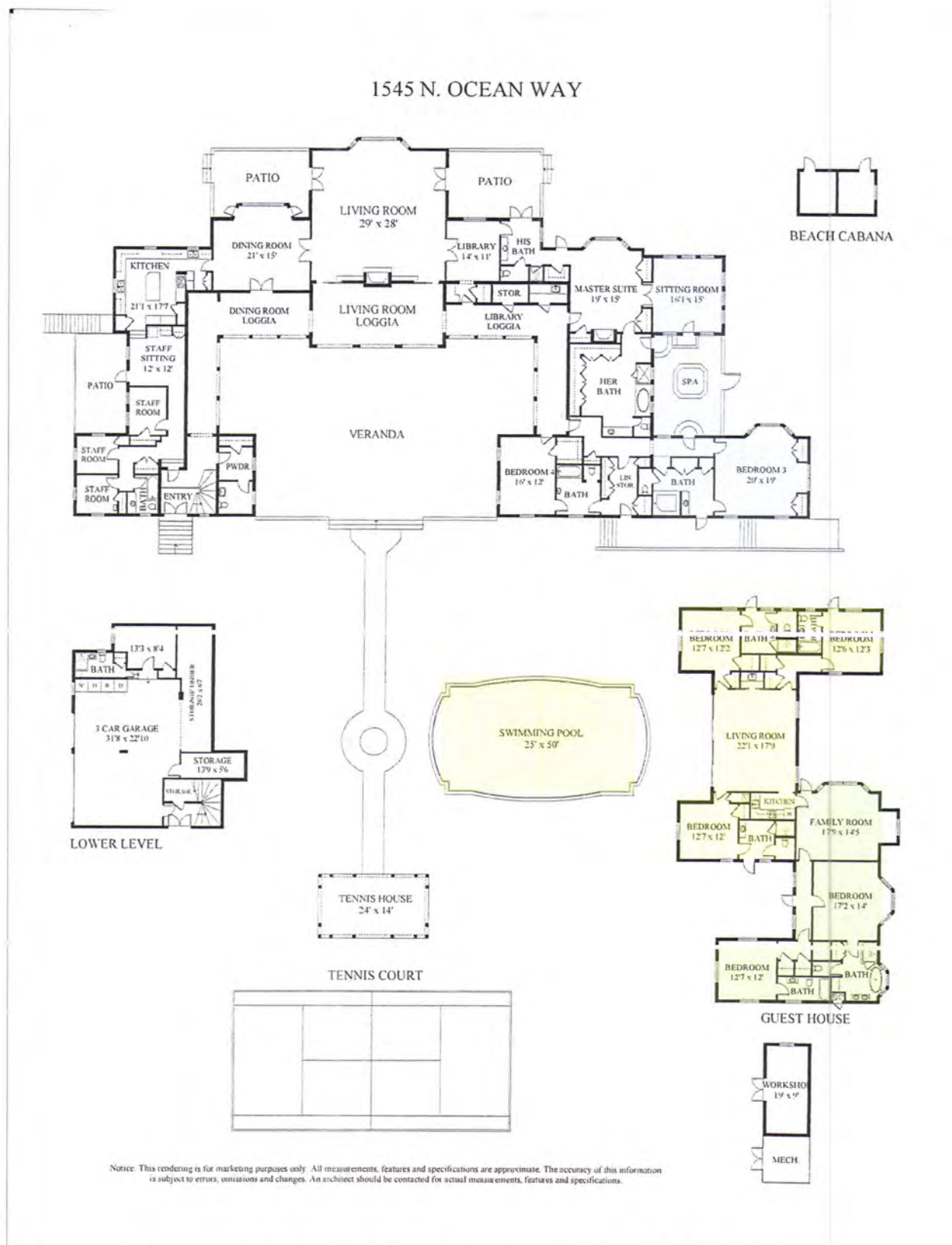


Fig. 5, Site Plan from 2002 drawing by Michael J. Johnson, Architect

1948
Addition

1957

2003

room became a library, and a new sitting room was added to the southeast bedroom. The southwest bedroom was converted to a bathroom and a new bedroom was added to the south. Between the new rooms of the south wing, a small open terrace was created. Wyeth chose to finish the exterior walls of this addition in rough cast to create the effect of quoins in red brick without actually building them. The windows were flat arch instead of segmental and triple sash in place of double hung. The general contractor was Paul T. Carney and the cost was estimated at \$31,000.¹³ The contractor renovated a small detached beach cabana to the south of this addition in 1954. Its purpose was to house, folding chairs, umbrellas, and towels, as well as yard equipment.

Wyeth, King, and Johnson were employed again to design a guest house and swimming pool in 1957. A permit was issued on June 20th to erect a structure of 1,567 sf and to excavate a pool of 26 x 50 ft at an estimated cost of \$60,000. The guest house is located to the southwest of the existing residence and comprised a living room with kitchenette, wet bar, three bedrooms and three baths. It has a loggia opening onto the living room which faces north, looking towards the swimming pool. The foundation of the guest house is reinforced concrete with continuous footings and grade beams, supporting brick walls and a wood-framed roof. The loggia reflects but does not match that of the main residence, and the same is true of the windows with segmental arches. The exterior brick was fired from pressed clay and is smooth and consistent in texture, unlike the brick in the main house. The hipped roof was clad in shake shingles, again unlike that of the original house. The interior walls were sheathed in drywall with only the ceilings in plaster, and the floors were terrazzo and cast stone.¹⁴

¹³ Building Permit, No. 20048, July 21, 1948, Town of Palm Beach; Addition– Residence of H.W. Sweatt, Aug. 25, 1948, Preservation Foundation of Palm Beach.

¹⁴ Building Permit, No. 30257, June 20, 1957, Town of Palm Beach; Guest House and Pool for Mr. and Mrs. Harold W. Sweatt, Elevations and Sections, sh. 4, Wyeth, King, and Johnson, June 10, 1957, Preservation Foundation.



Fig. 6, 1957 Guest House and pool, designed by Wyeth, King, and Johnson.

In style, the guest house, while complementary in overall form or massing is more Georgian Revival in appearance than French Eclectic, which has to do with the proportions of the roof to the supporting walls and the braced arches within the loggia. In 1987, it was reroofed in shingle tile to match the main residence, and in 2003 it was recovered again in composition shingles.¹⁵

The pool lies immediately west of the courtyard of the main residence and north of the guest house. It was constructed of reinforced concrete with cast stone to simulate Quarry Keystone—a native travertine—forming an apron around the edges of the pool.

An addition to the guest house was designed in 2002 by architect Michael J. Johnson of Tequesta, FL. This addition provided a separate living room space and two more bedrooms and baths. A total of 1,000 sf was added to the existing plan. The contractor was Jeffrey Michael Wildes and the estimated cost

¹⁵ Building Permit, No. 43-42-34-02-000-0050, reroof with tile, \$60,000, Feb. 23, 1987; Building Permit, No. 8059557, Jan. 6, 2003, reroof guest house with composition shingles.

was \$150,000. Its construction was similar though different from that of the existing guest house. The foundation is reinforced concrete with continuous grade beams supporting a 4 in. slab. The walls are frame with brick veneer. The roof employs trusses and is covered by composition shingles. The style of this addition would be considered to be Georgian Revival.¹⁶

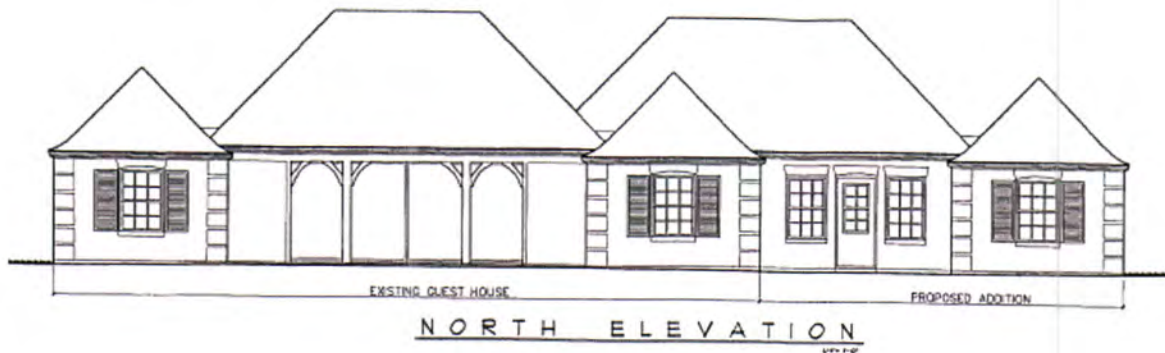


Fig. 7, Elevation of 2003 addition to the Guest House; detail of the entry to the addition.

¹⁶ Building Permit, No. 8056676, March 18, 2003; Addition to Guest House, Mr. and Mrs. Arthur E. Williams Residence, Michael J. Johnson, Architect, June 4, 2002.

Social and Cultural History Pertaining to Period of Construction

Palm Beach in 1937 was recovering from the economic collapse of the Great Depression. By 1935, Palm Beach and the rest of South Florida experienced an upturn in new construction. This would continue into 1937, but then decline again in mid-year due to economic uncertainties abroad occasioned by the militarization of Japan and Germany.¹⁷ The architect, Maurice Fatio, worried over the decline in Palm Beach commissions and, during the early thirties, considered closing the Palm Beach office.¹⁸ Fortunately, there were enough families of wealth who wished to build new homes to sustain the office. Even so, Fatio had begun looking elsewhere, including South America and Brazil in particular, where he cultivated new clients. Nonetheless, 1937 was a good year for the firm which witnessed a slight upturn in commissions with fifteen residences in various phases of construction.

Harold W. Sweatt (1892-1980) was one of Fatio's new clients that year. He had succeeded to the chairmanship of the Minneapolis Honeywell Regulator Company which produced thermostats and dampers for coal and oil fired furnaces. He and his wife, Mary Buchanan Sweatt (1892-1966), vacationed in Palm Beach and had acquired a home on Sea Breeze Avenue some years earlier.¹⁹

In contrast to other residences constructed that year, 1545 N. Ocean Way was modest in appearance. It was mostly single story, save for the story and a half entry pavilion, and constructed of common materials for a rustic appearance. It was low in profile and not intended to be viewed from the street. Unlike "Four Winds" of 1768 South Ocean Blvd. or the Newton Residence of 535 South County Road, built in the same year, with prominent exposures of their principal facades, and executed in the Georgian Regency style, 1545 N. Ocean Way was not intended as a showcase home.²⁰ Its very location at the more northerly end of Palm Beach assured that it would be out of the public eye.

Summary List of Construction, Remodeling, and Additions

¹⁷

¹⁸ Maurice Fatio, *Architect*, p. 103.

¹⁹ Harold W. Sweatt (1892-1980); *World Cat*, University of Illinois Libraries.

²⁰ Maurice Fatio, *Palm Beach Architect*, pp. 206-13,

1937, Original Residence constructed for Mr. and Mrs. Harold W. Sweatt by Treanor and Fatio, permit 2237, \$40,000

1948, Addition to the south wing of residence by Wyeth, King, and Johnson, permit 20048, \$31,000

1949, Remodel bedroom wing of existing house, Paul T. Carney, permit 27049, \$3,000

1952, Remodel existing kitchen, Paul T. Carney, permit 30752, \$1,500

1954, Construct slat house (maintenance shed), \$700

1955, Install heating plant, Paul T. Carney, permit 24253, \$3,300

1957, Addition of Guest House and pool by Wyeth, King, and Johnson, permit 30257, \$60,000

1974, Replace slate roof over bay windows with copper, Carpenter's Roofing and Sheet Metal, permit 1030-74, \$495

1981, Reroof guest house with Celotex dimensional shake shingles, Boys Inc., permit B 11737, \$8,146

1987, Reroof main house with Cory (concrete) tile, permit (no. unreadable), \$60,000.

1996, Remodel kitchen and four baths of main house, permit 8012867; remodel kitchen and three baths of guest house, permit 8012870

1997, Remodel (alterations) of guest house, permit 801381, \$30,000; remodel kitchen and three baths of main house, permit 8013417, \$82,000; construct a spa in patio of 1948 addition, permit 8016484, \$8,000; construct gazebo adjacent to southeast corner of main house, permit 8015351, \$40,000; construct tennis pavilion, Scott Strawbridge, Inc., permit 8017961, \$30,000; renovate interior of main house, Scott Strawbridge, Inc., permit 8013417, \$225,000

2002-2003, Addition to Guest House and Tennis Pavilion by Michael J. Johnson, permit 8056676, \$150,000; reroof guest house with composition shingles, Carpenter's Roofing and Sheet Metal, permit 8059557, \$20,000; remodel and expand slat house (maintenance) bldg., permit 8063172, \$10,000

2004, Refinish swimming pool, permit 8070016, \$2,500

2007, Reroof main house, change from concrete tile to Celadon Ceramic Slate, permit 8089829, \$140,000

Non-Contextual Architectural Changes

The east façade of the original house, which Fatio featured in his 1937 perspective drawing, has had a number of changes to fenestration, roofing, corner detail, and wall maintenance.

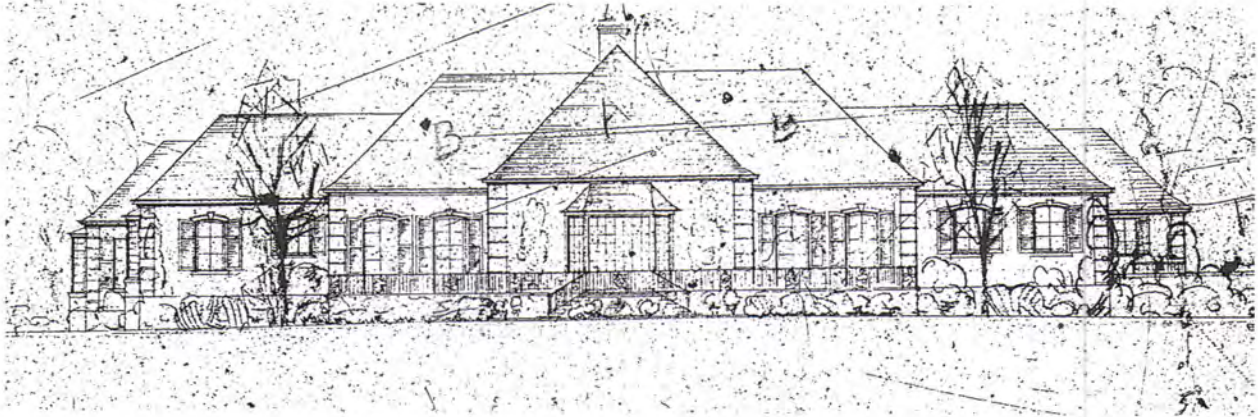


Fig. 8, Perspective Drawing of East Facade, Residence for Mr. and Mrs. Harold W. Sweatt, Treanor and Fatio, PBHS

The pairs of windows flanking the center pavilion which are double-hung with segmental arches above have been changed in several ways. The originals were removed and bay windows were added, and in places the wood windows have been replaced with vinyl clad.

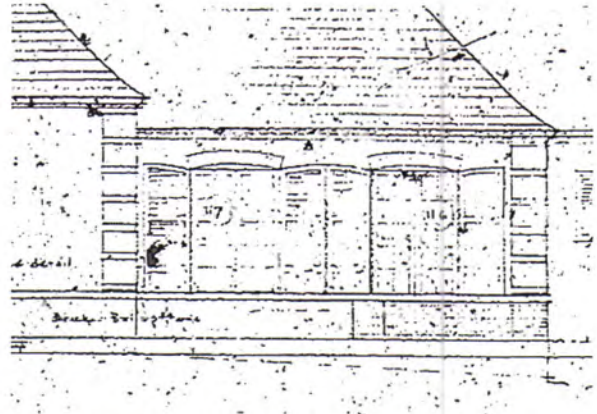
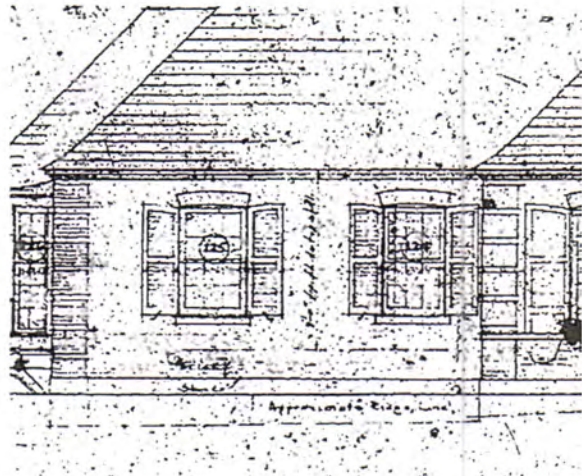


Fig. 9. Dining Room pavilion at center showing bay window covered by storm shutters in place of original pair of double-hung windows, affecting the rhythm and scale of the facade.



Figs 10 and 11. Above left and right, Master Bedroom with bay window in place of original pair of double-hung windows; below, left, new vinyl clad windows of kitchen pavilion and, right, flat arch triple-hung windows of 1948 addition.

In the 1948 addition, in place of paired segmental arched windows, a triple set of triple-hung windows with flat arches, which do not match the originals or the style. To span that bay, a steel channel was used as a header and then faced with brick, which is not in character with the rest of the east façade.

The roof covering is shingle tile, Celadon Ceramic Slate, but it differs from the original. The tiles are monotone and have a brushed or striated face instead of variegated and smooth, and the new tiles are thicker. The reroof was done in 2007.²¹



Figs. 12 and 13, New shingles on left (2007) compared with original shingles on the right (1937), which were salvaged and used on the cabana roof.

The roof over the bay window of the living room is now copper sheet in place of the original tile covering. This change was made in 1974.

²¹



Figs. 14 and 15, Note the roof over the bay window, replaced in copper standing seam (1974), as opposed to the original which was tile. Guest House roofing was changed from shake shingle to GAF or composition shingles in 2003.

Much of the original cornice, which was milled of cypress, has been replaced with Brazilian Sucupira. Unfortunately, in places, the cornice molding differs from the original in the profile of the cymatium.



Fig 16. Above and at left below is the original cornice profile, as compared on the right below with the replacement millwork.



Poor decisions were made with the maintenance of the masonry walls. The original brick was soft and over the years it has begun to spall or face lift. Hard mortar was used in place of a soft lime mortar, which is not only unattractive but destructive.



Fig. 17, The masonry is laid in running bond and has been repointed with hard (Portland Cement) mortar instead of a soft lime mortar, which is destructive and has caused spall in the under-fired used brick.

Concluding Remarks

The Landmarks Commission is asked to make its findings based on the evidence in hand—what has been presented in the designation report. The report fails to describe in any detail, let alone differentiate, the historic work of the architects involved. It suggests that the recent expansions and alterations to the residence have not affected its integrity. But the truth is that well respected architects and builders, acting on the wishes of their clients, and with approval by the Town of Palm Beach, made substantial changes over the years to 1545 N. Ocean Way including the removal and replacement of historic features, such as windows, roofs, pavers, and moldings.

1545 N. Ocean Way is a handsome residence which is much enjoyed by its present owners. If anything, it has been a work in adaptive re-use, expanding and upgrading to meet its owners needs. But because of its extensive changes, it should not be considered for designation. The Preservation Ordinance, **Sec. 54-123. Exterior Alterations.** states “Exterior alterations shall not affect the architectural quality or historical character of the building.” The Landmark Commission’s **Landmark Manual** sets out in both the *Secretary of Interior’s Standards for Rehabilitation* and *Rehabilitation and Maintenance* the type of work deemed appropriate for restorations and additions to historic structures. In this case, the work done does not meet these standards and guidelines.

For the reasons cited in this report, The Landmarks Commission should vote against the designation of this residence.²²

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²² Landmark Ordinance, Sec. 54-123. (b); **Landmark Manual**, pp. 32-38,

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Palm Beach, Florida, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 54 - HISTORICAL PRESERVATION >> ARTICLE IV. - DESIGNATION PROCEDURE >>

ARTICLE IV. - DESIGNATION PROCEDURE

Sec. 54-161. - Criteria for landmarks and landmark sites.

Sec. 54-162. - Creation of historic districts.

Sec. 54-163. - Commission powers with respect to landmarks, landmark sites and historic districts.

Sec. 54-164. - Landmark, landmark site and historic district designation and undesignation procedures.

Sec. 54-165. - Voluntary restrictive covenants.

Secs. 54-166—54-195. - Reserved.

Sec. 54-161. - Criteria for landmarks and landmark sites.

A landmark or landmark site shall meet at least one of the following criteria:

- (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.
- (2) Is identified with historic personages or with important events in national, state or local history.
- (3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.
- (4) Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized or who influenced his age.

(Code 1982, § 16-38)

Sec. 54-162. - Creation of historic districts.

- (a) *Authorized.* For preservation purposes, the commission shall identify geographically defined areas within the town to be designated as historic districts and shall cite the guideline criteria upon which such designation shall be made. An historic district may be designated for any geographic area of particular historic, architectural or cultural significance to the town that:
 - (1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.
 - (2) Is identified with historic personages or with important events in national, state or local history.
 - (3) Embodies distinguishing characteristics of one or more architectural types, or contains specimens inherently valuable for the study of a period, style or methods of construction or use of indigenous materials or craftsmanship.
 - (4) Is representative of the notable works of one or more master builders, designers or architects whose individual ability has been recognized to have influenced their age.
 - (5) Constitutes a unique area of architecture, landscaping and planning.
- (b) *Petition for special historic district category.* Following the designation of each landmark or landmark site, the commission may petition the town council for the categorizing of such

property as special district H. Following the designation of each historic district, the commission may petition the town council for the categorizing of each property in such district to special district HD.

(Code 1982, §§ 16-38.1, 16-39)

Sec. 54-163. - Commission powers with respect to landmarks, landmark sites and historic districts.

The commission has the power to:

- (1) Designate a building, together with its accessory buildings and its lot of record, or a vacant site or a district as historic and worthy of preservation as a landmark, landmark site or historic district, as the case may be, within the jurisdiction of the commission, provided such designation is ratified by the town council.
- (2) Recommend appropriate legislation for the preservation of any building, site or district which it has so designated.
- (3) Make application for public and private funds when appropriate and available for the purposes set forth in this article subject to the approval of the town council.
- (4) Review applications proposing erection, alteration, restoration or moving of any building it has so designated or any building located in a district it has so designated, and to issue or deny certificates of appropriateness accordingly.
- (5) Review applications for demolition permits proposing demolition of all or part of any landmark or any building located in an historic district, and to issue certificates of appropriateness or to deny them for one year.
- (6) Cooperate with the owner of a landmark or a property located in an historic district throughout the year following a refusal to issue a certificate of appropriateness pursuant to an application for a demolition permit, and to seek alternative economic uses for such landmark or property.
- (7) Review its denial of a certificate of appropriateness for demolition of such landmark or property annually, during a public hearing at which time the owner of the affected landmark or property shall be afforded an opportunity to appear with counsel and to present testimony.
- (8) Prohibit the issuance of building, exterior remodeling or demolition permits affecting any property under consideration for landmark designation without a certificate of appropriateness, this prohibition to remain in effect for the length of time required by the commission and the town council for final action on the proposed designation. The commission shall accomplish such prohibition by furnishing the building official a list of all property under consideration for landmark designation.

(Code 1982, § 16-42)

Sec. 54-164. - Landmark, landmark site and historic district designation and undesignation procedures.

- (a) The following procedure shall be adhered to by the commission in designating any building, building site or district that is worthy of preservation:
 - (1) The commission shall consider for landmark designation any property proposed by the owner of record or by a member of the commission.
 - (2)

Notice of a proposed designation shall be sent by certified mail to the owner of record of property proposed for designation as a landmark or landmark site and to each owner of record of property in a district proposed for designation as an historic district, describing the property proposed and announcing a public hearing by the commission to consider such a designation to be held not less than 30 days after the mailing of such notice.

- (3) The commission shall also cause notice of each such proposed designation to be posted at least 30 days prior to the public hearing on the bulletin board in the lobby of the town hall, and in addition the commission shall cause such notice to be published in a newspaper having general circulation in the town.
 - (4) The commission may retain or solicit expert testimony regarding the historic and architectural importance of the buildings and districts under consideration for designation.
 - (5) The commission may present testimony or documentary evidence of its own to establish a record regarding the historic and architectural importance of the proposed landmark, landmark site or historic district.
 - (6) The commission shall afford the owner of each affected property reasonable opportunity to present testimony or documentary evidence regarding the historic and architectural importance of such property.
 - (7) The owner of each affected property shall be afforded a right of representation by counsel and reasonable opportunity to cross examine witnesses presented by the commission.
 - (8) Any interested party may present testimony or documentary evidence regarding the designation of a proposed landmark, landmark site or historic district at the public hearing and may submit to the commission documentary evidence within three days after the hearing.
 - (9) Within not more than 30 days after a public hearing, the commission shall render a final decision regarding the proposed designation and give written notice of its decision to each owner of property affected by the designation, setting forth the reasons for the decision.
 - (10) The commission shall maintain a record of testimony and documentary evidence submitted to it for consideration of the designation of a proposed or previously designated landmark, landmark site or historic district.
 - (11) In accordance with section 54-163(1), the town council shall, within 90 days of the commission's final decision, hold a public hearing to consider ratification of the determination of the commission prior to the designation of a property as a landmark or landmark site or of a district as an historic district becoming effective. Absent ratification by the town council, the commission's determination shall be ineffective.
 - (12) Within 30 days of the date on which the town council ratifies the commission's designation of a landmark, landmark site or historic district, the commission shall cause to be filed in the office of the county recorder of deeds a certificate of notification that such property is designated a landmark or landmark site or is located within a district designated an historic district; and the certificate of notification shall be maintained on the public record until such time as such designation may be withdrawn by the commission and the town council.
- (b) Designation and undesignation hearings before the commission shall be held only during the months of November, December, January, February, March and April.
- (c)

Designation of a landmark, landmark site or a historic district may be withdrawn by following the same procedure as listed above.

(Code 1982, § 16-43)

Sec. 54-165. - Voluntary restrictive covenants.

The owner of any landmark or landmark site may, at any time following the designation of his property, enter into a restrictive covenant on the property after negotiation with the commission. The commission may assist the owner in preparing such a covenant in the interest of preserving the landmark or the landmark site. The owner shall record such covenant in the office of the county recorder of deeds and shall notify the town clerk, building official and town council and may notify the office of the county property appraiser of such covenant and the conditions thereof.

(Code 1982, § 16-48)

Secs. 54-166—54-195. - Reserved.

RABIDEAU LAW

P A L M B E A C H

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December 2, 2014

Peter B. Elwell
Town Manager
Town of Palm Beach
300 S. County Road
Palm Beach, FL 33480

TOWN OF PALM BEACH

DEC 03 2014

Town Manager's Office

Re: Town of Palm Beach Town Council Meeting on December 10, 2014
Landmarking Designation for 1545 N. Ocean Way, Palm Beach, Florida, owned
by Angela and Arthur Williams

Dear Mr. Elwell:

In connection with the above-referenced matter, I represent Arthur and Angela Williams, the owners of 1545 N. Ocean Way, Palm Beach (the "Property"). At the December 10, 2014, the Town Council will be deciding on whether to Landmark the Property.

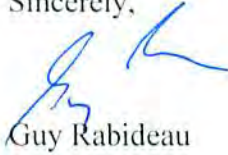
Please be aware that the owners will be opposing the Landmarking of the Property. I have enclosed the following documentary evidence to support the opposition to Landmarking of the Property, and there will be further oral testimony given at the meeting:

1. 1545 N. Ocean Way, The Williams Residence: Response to the Landmark Designation Report (prepared by Dr. John S. Garner);
2. Curriculum Vitae of Dr. John S. Garner, Preservation Consultant;
3. The Impact of Landmarking in Palm Beach for 1545 N. Ocean Way (prepared by Joy Hearn, SRA);
4. Curriculum Vitae of Joy Hearn, SRA;
5. Verbatim Transcript of Preservation Foundation Appraiser, Diane Jenkins (before the Town Council on February 13, 2001);
6. Offer to purchase the Property, subject to it not being Landmarked.

Prior to such December 10, 2014, meeting, we will also be submitting some items for Power Point.

Please let me know if you have any questions. Thank you.

Sincerely,



Guy Rabideau

Enclosures

1545 N. Ocean Way, The Williams Residence: Response to the Landmark Designation Report

John S. Garner, Ph.D., Preservation Consultant
502 E. Sunnycrest Ct., Urbana, IL



**November 19, 2014, Landmarks Preservation Commission,
Town of Palm Beach, FL**

Prepared for the firm of Rabideau Law, 400 Royal Palm Way, Suite 404, Palm Beach, Florida

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1545 N. Ocean Way, the Williams Residence: Response to the Landmark Designation Report, November 13, 2014, Landmarks Preservation Commission, Town of Palm Beach, FL

John S. Garner, Ph.D., Preservation Consultant
502 E. Sunnycrest Ct., Urbana, IL

A Question of Architectural Integrity

When the Landmarks Preservation Commission voted last year to move forward with the designation of 1545 N. Ocean Way, the Williams Residence, its members may not have been aware of the extensive changes to the property since its initial construction. In the Designation Report prepared by Murphy Stillings, LLC, and submitted on April 16, 2014, these changes—amounting to a fifty percent increase in the size of the residence—are only partially acknowledged. The statement that: “Over the years there have been minimal changes to the property, and most were maintenance” is unsupported.¹ The impression given is that little has changed; and thus little in the way of descriptive information about the present appearance of the property is provided in the report. Because the original house and a portion of its additions fall within the historic time frame of greater than fifty years, they are treated as notable and worthy of designation. However, there is a difference between an attractive property with complementary additions and a property worthy of landmark designation. The language in the Landmarks Ordinance defines and distinguishes between the two.

The Designation Report states “Windan[d]sea [1545 N. Ocean Way] is an excellent example of Maurice Fatio’s skillful interpretation of the French Eclectic style of architecture.” In fact, it is a residence executed in a style that had little bearing on prevailing styles, whether in a cultural or historical sense or in terms of climate. If anything, the residence was built in spite of its style and circumstances. That the original U-shape plan can still be identified within the expanded layout does not mean that the walls that define it or spaces within have not been changed. The architecture of Palm Beach has been illustrated in a number of handsome books, but 1545 N. Ocean Way is not included; nor is it mentioned in the monographs dedicated to its architect Maurice Fatio in any way other than as a catalog entry of his commissions.²

¹ Designation Report, Wednesday, April 16, 2014, Landmarks Preservation Commission, Palm Beach, FL: prepared by Murphy Stillings, LLC., p. 8.

² Designation Report, p. 4; 1545 N. Ocean Way is not included in architectural books dedicated to Palm Beach, such as Polly Anne Earl, **Palm Beach: An Architectural Legacy**, or Shirley

The word *integrity* has been defined by the National Park Service as that which gives a property meaning and value, and it is the very underpinning of the NPS Standards for Rehabilitation. These standards are included in the *Landmark Manual* (2009) prepared for the Town of Palm Beach. Quoting from the NPS: “Preservation is defined as the act or process of applying measures necessary to sustain the existing form, **integrity**, and materials of an historic property.” The language in the standards states that “Deteriorated features from the restoration period will be repaired rather than replaced.”³ The problem with the Williams Residence is that its integrity has been compromised. Numerous additions and repairs over the years have affected the property in an adverse or negative way. While it is understandable that properties undergo change over time, those properties chosen for designation must still exhibit their original character if this is the basis for their selection.

Meeting the Designation Criteria

The designation report asserts that the residence meets three of the criteria necessary for designation under Sec. 54-161 of the Landmarks Preservation Ordinance of the Town of Palm Beach.⁴

(1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.

(3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.

(4) Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized or who influenced his age.

1545 N. Ocean Way, Palm Beach, Florida, does not qualify for listing under any of the designation criteria. The residence has undergone substantial additions, remodeling, and renovations. In the process, its original character and historic integrity have been compromised. The residence, as it exists today, is not the one identified in the Florida Master Site File in 2004; nor is it the same as

Johnston, **Palm Beach Houses** or Jenifer Ash and Alex McLean, **Tropical Style: Private Palm Beach**; or monographs dedicated to Maurice Fatio—Kim I. Mockler, **Maurice Fatio: Palm Beach Architect**, or Alexandra Fatio, **Maurice Fatio, Architect**.

³ William J. Murtagh, **Keeping Time**, NY: John Wiley, 2003, pp. 117-18; **Landmark Manual** prepared by Jane S. Day, Town of Palm Beach, Florida, Landmarks Preservation Commission and The Preservation Foundation of Palm Beach, 2009, pp. 32-35.

⁴ Designation Report, p. 9.

described in the guide written by Barbara D. Hoffstot, **Landmark Architecture of Palm Beach**, in 1974. Numerous modifications and repairs have been made, including substantial renovations and additions since the present owners acquired the property. Because of these changes, the nomination should not be approved for listing by the Landmarks Preservation Commission of the Town of Palm Beach.⁵

Why the Designation Criteria are not applicable

1) Exemplifies or reflects the broad cultural, political, economic or social history of the nation, state, county or town.

The argument here is that the property takes on significance because it is located at the north end of the island, which in 1937 had yet to be developed. Because it was one of the first properties developed, it thus reflects a trend or pattern in the Town of Palm Beach. But is this important in the history of the town? Does it constitute a “broad cultural, political, economic or social history?” If so, it was certainly an understated one; and to what extent did the town respond with new parks, schools, services, etc. for this development? The majority of the structures built in the north end were small ranch style homes and not in character with the Williams Residence. In fact, the northern part of the island had been under construction for several years prior to 1937, including commissions by Treanor and Fatio for the Kennedy Residence in 1933 at 1095 N. Ocean Blvd., the demonstration house for Palm Beach Modern Homes in 1934 at 1430 N. Lake Way, and Manana Point, the Loening Residence at 1486 N. Lake Way.⁶ The key words in the criterion are “exemplifies” and “reflects.” For a property that was from the outset sequestered from view and intended to ensure privacy, these catch words do not apply.

In its heyday, the 1920s, Palm Beach drew much attention to its resort community and social calendar. Celebrities and industrialists were photographed and interviewed and often hosted parties on one or another occasion. The Sweatt family was not unlike others of their class; however, they do not appear to have been civic leaders or to have risen above others in their

⁵ Florida Master Site File, Site Inventory Form for 1545 N. Ocean Way; property owned by Arthur L. and Angelica Williams, 2004; the recorder, Sandra Norman, marked the property as “Ranch style.” Barbara D. Hoffstot, **Landmark Architecture of Palm Beach** Pittsburgh: Ober Park Assoc., 1974, p. 18.

⁶ Kim I. Mockler, **Maurice Fatio: Palm Beach Architect**, NY: Acanthus Press, 2010, pp. 237-38.

circle. They did not shape the social history of the town, but were only part of it. Their residence was not a center of social activity for Palm Beach.

3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.

The term used in the designation report to describe the architecture of 1545 North Ocean Way is “French Eclectic style.” The Landmark Manual prepared for the Town of Palm Beach and the Landmarks Preservation Commission in 2009 recognizes no such style. Nor is French Eclectic a style identified in most architectural guide books.⁷ French Provincial, another term used in the report, is associated with the decorative arts and not architecture. Those French inspired styles that are recognized are the Second Empire style, the style of Beaux-Arts Classicism, and Chateaufesque. The Williams Residence is none of these. It does employ the use of pavilions to separate the spaces of the house, from service wing, to the living wing, to the guest wing. That separation of space, however, is not peculiar to the style. There is also the use of hipped roofs. Although the roofs are hipped, they are not Mansard or double-hipped in the French manner. There is slight flare at the eave of the roof, which can be found in French colonial architecture of the Mississippi Valley. The use of quoins in the corners of the residential wings is a Renaissance stylistic feature although not French alone, but rather European in general. The interior of the living quarters originally were decorated with French Provincial cabinetry and furniture. With the exception of built-in cabinetry, all has been remodeled. In 1997, a major renovation of the interior was undertaken. Moreover, the interior of a property does not fall within the scope of the Landmark Ordinance. Hence, 1545 North Ocean Way is something of an anomaly in style and an exception to Palm Beach which during the period of its construction was trending to the late Georgian Revival style or Regency.⁸

It would be difficult to argue that the property is a “specimen inherently valuable for the study of a period, style, method of construction or use of indigenous materials or craftsmanship.” The architect and contractor were skilled, but there is nothing unique or trend setting in the structure. Cypress

⁷ This term is used by Virginia Macalester, Guide to Residential Architecture, but not in the better known guides to building styles, such as

⁸ The trend in Palm Beach during the 1930s was to the late Georgian Revival or Regency style, which Fatio used in his own house of 1936 and again in 1937 in the Hutton Residence, **Maurice Fatio: Palm Beach Architect**, pp. 193-224.

was used for cornices and soffits, but that was the extent of indigenous materials. The pavers were concrete made to simulate South Florida's Quarry Keystone. When the additions were made, there were substitutions in materials and trim. For example, the 1948 addition used a different cornice profile. In the 1957 guest house addition, a shake shingle roof was used in place of the original tile used in the main residence. In the 2003 addition to the guest house, the entire roof was recovered in composition shingles. Some of the windows, which are character defining features, have been replaced. The east façade facing the ocean was renovated to change the fenestration. In the dining room, a bay window replaced a pair of double-hung sliding sash units. In the sitting room, a similar change was made. The brick veneer has been repointed and the workmanship is poor.

The Williams Residence does not embody a style or type associated with Palm Beach or South Florida. Its architecture is at odds with the prevailing styles of the period. Only in plan, with its open loggia facing the courtyard are there similarities in layout with other period homes in Palm Beach. The use of used brick, which became fashionable in the postwar period, was a poor choice of material. As a soft brick, it has not weathered well, and attempts to repair it have not been successful. The roof has been replaced with an inferior tile to the original. The additions are complementary in massing but are not in keeping with the original in either materials or workmanship.

4) Is representative of the notable work of a master builder, designer or architect whose individual ability has been recognized and who influenced his age.

Treanor and Fatio and Wyeth, King and Johnson were among the town's leading architects. Maurice Fatio and Marion Sims Wyeth were perhaps the best architects of the period to practice in South Florida. Their work "has been recognized" and they "influenced" other architects of the time. But the criterion here states that the work in question should be "representative of the notable work" and 1545 North Ocean Way certainly is not among their notable work. When one looks at other residences by these architects, it cannot be said that the Williams Residence is among the best. There are other, better, examples of their work of the period, and much of that work has been designated.⁹

⁹ For example, "The Reef," or Makaroff Residence, at 702 N. County Road, which received a gold medal in 1937 at the Paris International Exhibition, and is a designated landmark; and "Four Winds," the Hutton Residence, at 1768 S. Ocean Blvd., 1937, and also designated.

History and Description of Construction

Occupying Lots 5,6 and 7 of the Boca Ratone Company Inlet Subdivision, 1545 N. Ocean Way originally comprised a tract of 280 by 316.78 feet, slightly more than 2 acres. But the tract has changed. At the time of construction, there was a single dune between the beach and the property line, and the shoreline was within 100 feet. That distance now is greater than 600 feet as the beach has expanded and the shoreline reconfigured, creating a tract of nearly 5 acres. Harold W. Sweatt of Minneapolis, Minnesota, purchased the site in early 1937 and commissioned Treanor and Fatio to design a resort home for him and his wife.

The original structure

Drawings were prepared for a modest single-story structure arranged around a courtyard. The principal axis of the structure was north to south with an east façade facing the ocean, with service wing and bedrooms forming the north and south wings and framing the courtyard on the west.³ A building permit was issued on Feb. 2, 1937, to the general contractor Charles J. Travail for a 5,054 s.f. residence estimated to cost \$40,000.¹⁰

The architect, Treanor and Fatio, maintained offices in New York and Palm Beach. Maurice Fatio (1897-1943) was the principal in charge of the Palm Beach office. Drawings were prepared and revised over a five month period to accommodate changes in plan and detail. The design was conceived as three pavilions facing east (top in the figure above) towards the ocean to serve as a dining room, living room, and sitting room. To frame a courtyard on the west, the scheme included a kitchen, servants' quarters, and an entry on the north and four bedrooms on the south for family and guests. During a period when natural ventilation was the norm, rooms were usually one bay in depth for cross breezes. Ceilings were high, 10 ft. 8 ins. Circulation from one room to another was external, and sheltered only by a loggia, which was employed on the west, looking onto the courtyard. There were no enclosed halls between rooms, so the dining room opened directly to the living room and the living room opened directly to the sitting room. The living room was the largest room or pavilion and occupied the center of the design scheme. A bay window with fixed plate glass looked out to the escarpment and ocean.

¹⁰ Building Permit, No. 2237, Feb. 2, 1937, Town of Palm Beach.

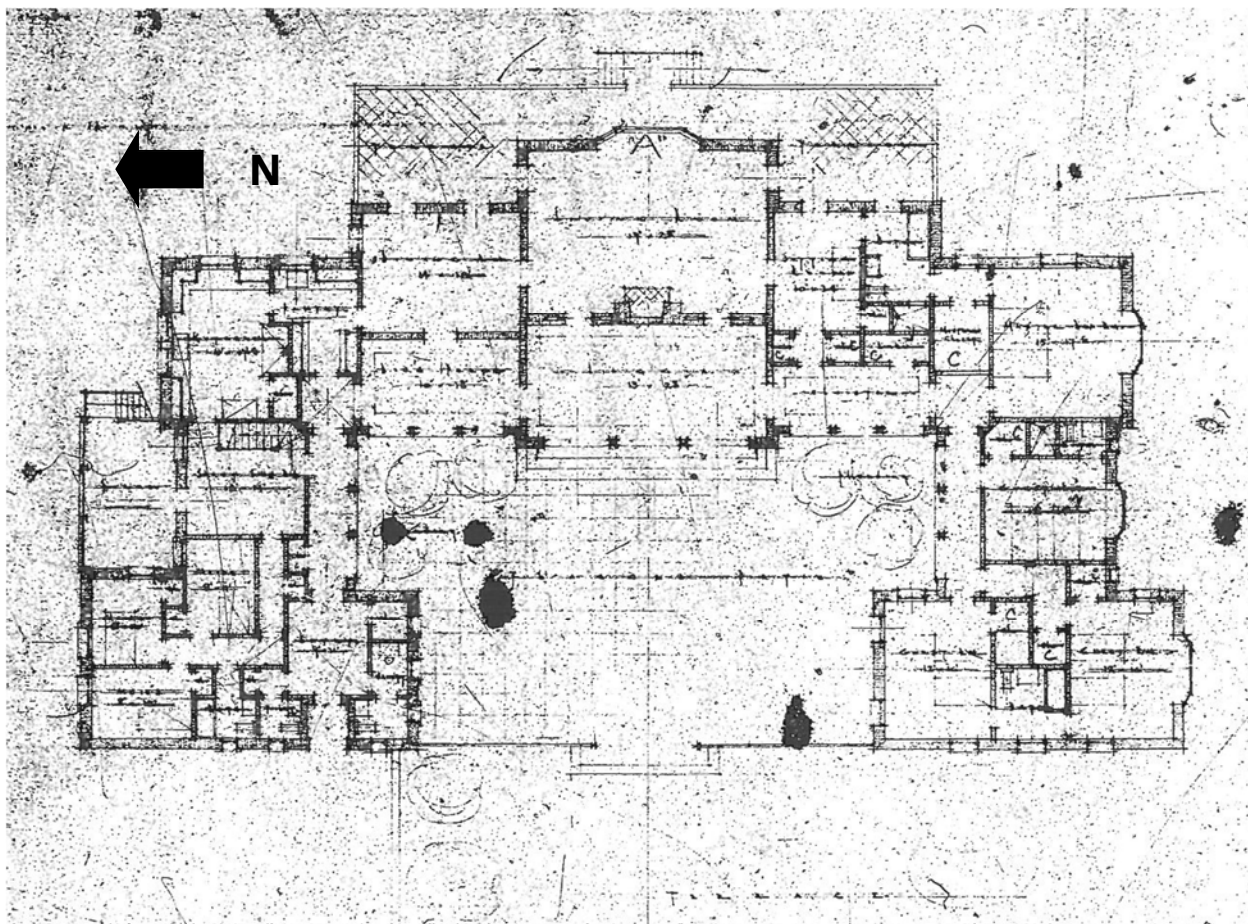


Fig. 1 Plan of Residence for Mr. and Mrs. Harold W. Sweatt, Feb. 2, 1937, drawing 102, Treanor and Fatio, Palm Beach County Historical Society.

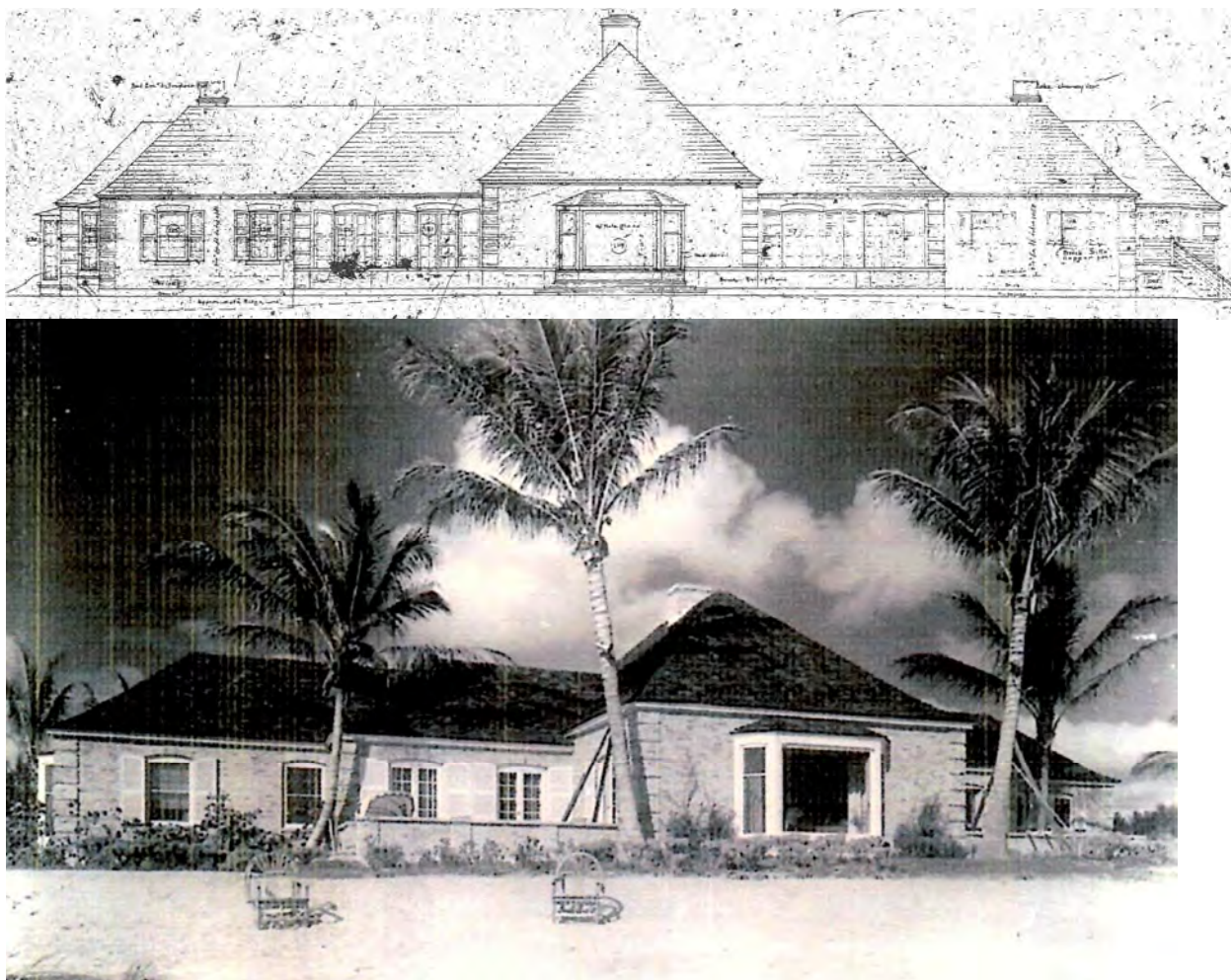


Fig 2. Drawing of east elevation, Residence for Mr. and Mrs. Harold W. Sweatt, dr. 104, Feb. 10, 1937, Treanor and Fatio, Palm Beach Co. Historical Society; photo of east façade, n.d., PBCHS.

The style of the house derives from its massing with hipped roofs, paired double and triple-hung windows with segmental arches, and quoins. There is a French influence, although no unifying theme to the composition. Fatio used historicism in an eclectic way, picking and choosing one element or another. The bay window with pent roof in the living room pavilion is not a French design feature based in architectural history. In a smaller residence designed the preceding year (1936), the Joseph C. Belden Residence of 203 Via Vizcaya, he employed a pavilion front with hipped roof and bay window. Obviously, it was a motif he favored, but it was not based on precedent.¹¹ The roof has a slight pitch at the eave, which could be a reference to French colonial hip on hip

¹¹ Alexandra Fatio, **Maurice Fatio, Architect** (Stuart, FL: Southeastern Printing, 1992), p. 242.

roofs where the outer hip forms the roof of a veranda or loggia. But this was not the case here, where the outer hip or flare is vestigial and non-structural.

The foundation was reinforced concrete, with walls and piers supported by footings. Above these, the girders, joists, and floors were wood. The exterior walls above grade were masonry, using structural tile with a brick veneer laid in running bond. Non-bearing partitions were frame. Most of the interior walls and ceilings were finished in plaster. The sitting room and the walls facing the loggia were paneled in cypress. The roof was of wood construction and covered in tile shingle. There were three chimneys, constructed in brick, one built into the west wall of the living room, one dividing two of the bedrooms, and the other serving as a vent for the kitchen. The fireplaces were largely ceremonial and reportedly never drew well.¹²

Additions

An addition was built to the south wing of the residence in 1948, complementary in style to the original house but with noticeable variations. A permit was issued on July 21st and drawings were prepared in August by Wyeth, King, and Johnson. Treanor and Fatio had closed its office in Palm Beach in 1944, following the death of Maurice Fatio. Marion Sims Wyeth (1889-1982), like Fatio, was a well established architect who catered to the well-to-do within the resort community. Only 715 sf of additional space was created, although over 1,000 sf was reconfigured in the remodeling. What had been the sitting

¹² Foundation, Residence for Mr. and Mrs. Harold W. Sweatt, dr. 101, Treanor and Fatio, Feb. 10, 1937; construction confirmed by inspection by author, Sept. 22, 2014; fireplaces were capped and never drew well according to Charles Knofla, site custodian.



**Fig. 3, 1948
addition by
Wyeth, King,
and Johnson,
photo det. of
east facade**



**Fig. 4, 1948 addition by Wyeth,
King, and Johnson, photo det.
of north façade showing patio**

1948
Addition

1957

2003

room became a library, and a new sitting room was added to the southeast bedroom. The southwest bedroom was converted to a bathroom and a new bedroom was added to the south. Between the new rooms of the south wing, a small open terrace was created. Wyeth chose to finish the exterior walls of this addition in rough cast to create the effect of quoins in red brick without actually building them. The windows were flat arch instead of segmental and triple sash in place of double hung. The general contractor was Paul T. Carney and the cost was estimated at \$31,000.¹³ The contractor renovated a small detached beach cabana to the south of this addition in 1954. Its purpose was to house, folding chairs, umbrellas, and towels, as well as yard equipment.

Wyeth, King, and Johnson were employed again to design a guest house and swimming pool in 1957. A permit was issued on June 20th to erect a structure of 1,567 sf and to excavate a pool of 26 x 50 ft at an estimated cost of \$60,000. The guest house is located to the southwest of the existing residence and comprised a living room with kitchenette, wet bar, three bedrooms and three baths. It has a loggia opening onto the living room which faces north, looking towards the swimming pool. The foundation of the guest house is reinforced concrete with continuous footings and grade beams, supporting brick walls and a wood-framed roof. The loggia reflects but does not match that of the main residence, and the same is true of the windows with segmental arches. The exterior brick was fired from pressed clay and is smooth and consistent in texture, unlike the brick in the main house. The hipped roof was clad in shake shingles, again unlike that of the original house. The interior walls were sheathed in drywall with only the ceilings in plaster, and the floors were terrazzo and cast stone.¹⁴

¹³ Building Permit, No. 20048, July 21, 1948, Town of Palm Beach; Addition- Residence of H.W. Sweatt, Aug. 25, 1948, Preservation Foundation of Palm Beach.

¹⁴ Building Permit, No. 30257, June 20, 1957, Town of Palm Beach; Guest House and Pool for Mr. and Mrs. Harold W. Sweatt, Elevations and Sections, sh. 4, Wyeth, King, and Johnson, June 10, 1957, Preservation Foundation.



Fig. 6, 1957 Guest House and pool, designed by Wyeth, King, and Johnson.

In style, the guest house, while complementary in overall form or massing is more Georgian Revival in appearance than French Eclectic, which has to do with the proportions of the roof to the supporting walls and the braced arches within the loggia. In 1987, it was reroofed in shingle tile to match the main residence, and in 2003 it was recovered again in composition shingles.¹⁵

The pool lies immediately west of the courtyard of the main residence and north of the guest house. It was constructed of reinforced concrete with cast stone to simulate Quarry Keystone—a native travertine—forming an apron around the edges of the pool.

An addition to the guest house was designed in 2002 by architect Michael J. Johnson of Tequesta, FL. This addition provided a separate living room space and two more bedrooms and baths. A total of 1,000 sf was added to the existing plan. The contractor was Jeffrey Michael Wildes and the estimated cost

¹⁵ Building Permit, No. 43-42-34-02-000-0050, reroof with tile, \$60,000, Feb. 23, 1987; Building Permit, No. 8059557, Jan. 6, 2003, reroof guest house with composition shingles.

was \$150,000. Its construction was similar though different from that of the existing guest house. The foundation is reinforced concrete with continuous grade beams supporting a 4 in. slab. The walls are frame with brick veneer. The roof employs trusses and is covered by composition shingles. The style of this addition would be considered to be Georgian Revival.¹⁶



Fig. 7, Elevation of 2003 addition to the Guest House; detail of the entry to the addition.

¹⁶ Building Permit, No. 8056676, March 18, 2003; Addition to Guest House, Mr. and Mrs. Arthur E. Williams Residence, Michael J. Johnson, Architect, June 4, 2002.

Social and Cultural History Pertaining to Period of Construction

Palm Beach in 1937 was recovering from the economic collapse of the Great Depression. By 1935, Palm Beach and the rest of South Florida experienced an upturn in new construction. This would continue into 1937, but then decline again in mid-year due to economic uncertainties abroad occasioned by the militarization of Japan and Germany.¹⁷ The architect, Maurice Fatio, worried over the decline in Palm Beach commissions and, during the early thirties, considered closing the Palm Beach office.¹⁸ Fortunately, there were enough families of wealth who wished to build new homes to sustain the office. Even so, Fatio had begun looking elsewhere, including South America and Brazil in particular, where he cultivated new clients. Nonetheless, 1937 was a good year for the firm which witnessed a slight upturn in commissions with fifteen residences in various phases of construction.

Harold W. Sweatt (1892-1980) was one of Fatio's new clients that year. He had succeeded to the chairmanship of the Minneapolis Honeywell Regulator Company which produced thermostats and dampers for coal and oil fired furnaces. He and his wife, Mary Buchanan Sweatt (1892-1966), vacationed in Palm Beach and had acquired a home on Sea Breeze Avenue some years earlier.¹⁹

In contrast to other residences constructed that year, 1545 N. Ocean Way was modest in appearance. It was mostly single story, save for the story and a half entry pavilion, and constructed of common materials for a rustic appearance. It was low in profile and not intended to be viewed from the street. Unlike "Four Winds" of 1768 South Ocean Blvd. or the Newton Residence of 535 South County Road, built in the same year, with prominent exposures of their principal facades, and executed in the Georgian Regency style, 1545 N. Ocean Way was not intended as a showcase home.²⁰ Its very location at the more northerly end of Palm Beach assured that it would be out of the public eye.

Summary List of Construction, Remodeling, and Additions

¹⁷

¹⁸ **Maurice Fatio, Architect**, p. 103.

¹⁹ Harold W. Sweatt (1892-1980); World Cat, University of Illinois Libraries.

²⁰ **Maurice Fatio, Palm Beach Architect**, pp. 206-13,

1937, Original Residence constructed for Mr. and Mrs. Harold W. Sweatt by Treanor and Fatio, permit 2237, \$40,000

1948, Addition to the south wing of residence by Wyeth, King, and Johnson, permit 20048, \$31,000

1949, Remodel bedroom wing of existing house, Paul T. Carney, permit 27049, \$3,000

1952, Remodel existing kitchen, Paul T. Carney, permit 30752, \$1,500

1954, Construct slat house (maintenance shed), \$700

1955, Install heating plant, Paul T. Carney, permit 24253, \$3,300

1957, Addition of Guest House and pool by Wyeth, King, and Johnson, permit 30257, \$60,000

1974, Replace slate roof over bay windows with copper, Carpenter's Roofing and Sheet Metal, permit 1030-74, \$495

1981, Reroof guest house with Celotex dimensional shake shingles, Boys Inc., permit B 11737, \$8,146

1987, Reroof main house with Cory (concrete) tile, permit (no. unreadable), \$60,000.

1996, Remodel kitchen and four baths of main house, permit 8012867; remodel kitchen and three baths of guest house, permit 8012870

1997, Remodel (alterations) of guest house, permit 801381, \$30,000; remodel kitchen and three baths of main house, permit 8013417, \$82,000; construct a spa in patio of 1948 addition, permit 8016484, \$8,000; construct gazebo adjacent to southeast corner of main house, permit 8015351, \$40,000; construct tennis pavilion, Scott Strawbridge, Inc., permit 8017961, \$30,000; renovate interior of main house, Scott Strawbridge, Inc., permit 8013417, \$225,000

2002 - 2003, Addition to Guest House and Tennis Pavilion by Michael J. Johnson, permit 8056676, \$150,000; reroof guest house with composition

shingles, Carpenter's Roofing and Sheet Metal, permit 8059557, \$20,000;
remodel and expand slat house (maintenance) bldg., permit 8063172, \$10,000
2004, Refinish swimming pool, permit 8070016, \$2,500

2007, Reroof main house, change from concrete tile to Celadon Ceramic Slate,
permit 8089829, \$140,000

Non-Contextual Architectural Changes

The east façade of the original house, which Fatio featured in his 1937 perspective drawing, has had a number of changes to fenestration, roofing, corner detail, and wall maintenance.

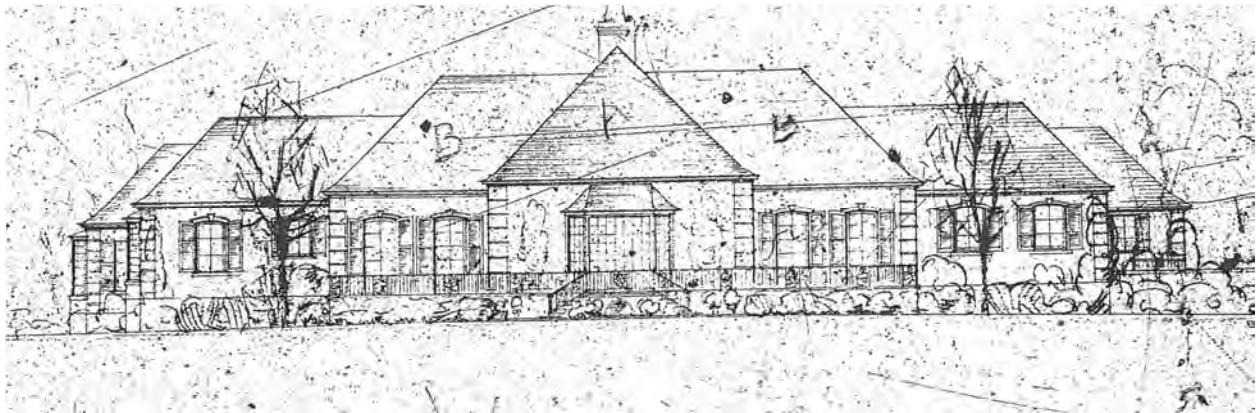


Fig. 8, Perspective Drawing of East Facade, Residence for Mr. and Mrs. Harold W. Sweatt, Treanor and Fatio, PBHS

The pairs of windows flanking the center pavilion which are double-hung with segmental arches above have been changed in several ways. The originals were removed and bay windows were added, and in places the wood windows have been replaced with vinyl clad.

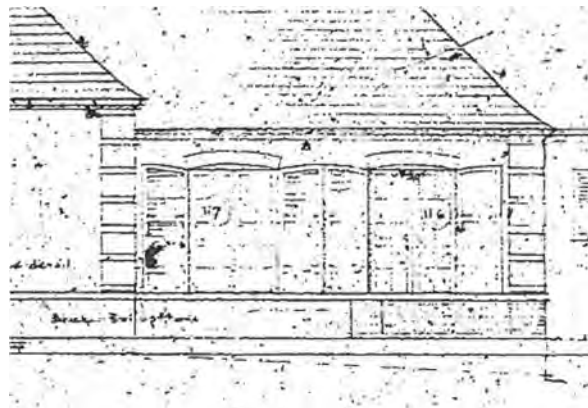
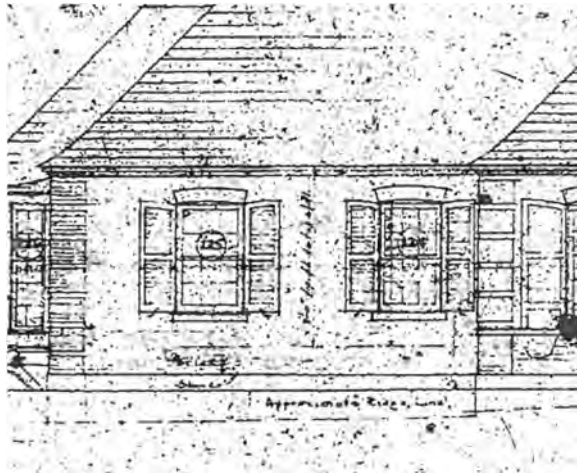


Fig. 9. Dining Room pavilion at center showing bay window covered by storm shutters in place of original pair of double-hung windows, affecting the rhythm and scale of the facade.



Figs 10 and 11. Above left and right, Master Bedroom with bay window in place of original pair of double-hung windows; below, left, new vinyl clad windows of kitchen pavilion and, right, flat arch triple-hung windows of 1948 addition.

In the 1948 addition, in place of paired segmental arched windows, a triple set of triple-hung windows with flat arches, which do not match the originals or the style. To span that bay, a steel channel was used as a header and then faced with brick, which is not in character with the rest of the east façade.

The roof covering is shingle tile, Celadon Ceramic Slate, but it differs from the original. The tiles are monotone and have a brushed or striated face instead of variegated and smooth, and the new tiles are thicker. The reroof was done in 2007.²¹



Figs. 12 and 13, New shingles on left (2007) compared with original shingles on the right (1937), which were salvaged and used on the cabana roof.

The roof over the bay window of the living room is now copper sheet in place of the original tile covering. This change was made in 1974.



Figs. 14 and 15, Note the roof over the bay window, replaced in copper standing seam (1974), as opposed to the original which was tile. Guest House roofing was changed from shake shingle to GAF or composition shingles in 2003.

²¹

Much of the original cornice, which was milled of cypress, has been replaced with Brazilian Sucupira. Unfortunately, in places, the cornice molding differs from the original in the profile of the cymatium.



Fig 16. Above and at left below is the original cornice profile, as compared on the right below with the replacement millwork.



Poor decisions were made with the maintenance of the masonry walls. The original brick was soft and over the years it has begun to spall or face lift. Hard mortar was used in place of a soft lime mortar, which is not only unattractive but destructive.

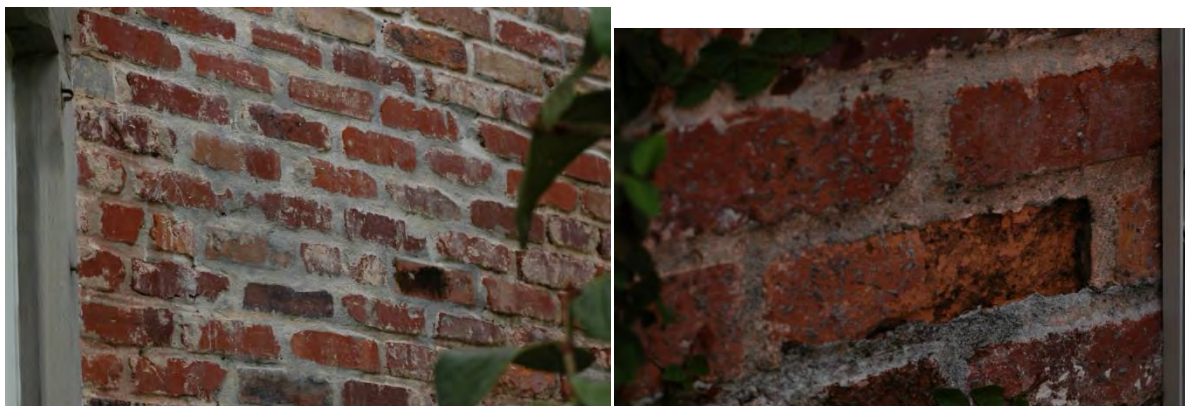


Fig. 17, The masonry is laid in running bond and has been repointed with hard (Portland Cement) mortar instead of a soft lime mortar, which is destructive and has caused spall in the under-fired used brick.

Concluding Remarks

The Landmarks Commission is asked to make its findings based on the evidence in hand—what has been presented in the designation report. The report fails to describe in any detail, let alone differentiate, the historic work of the architects involved. It suggests that the recent expansions and alterations to the residence have not affected its integrity. But the truth is that well respected architects and builders, acting on the wishes of their clients, and with approval by the Town of Palm Beach, made substantial changes over the years to 1545 N. Ocean Way including the removal and replacement of historic features, such as windows, roofs, pavers, and moldings.

1545 N. Ocean Way is a handsome residence which is much enjoyed by its present owners. If anything, it has been a work in adaptive re-use, expanding and upgrading to meet its owners needs. But because of its extensive changes, it should not be considered for designation. The Preservation Ordinance, **Sec. 54-123. Exterior Alterations.** states “Exterior alterations shall not affect the architectural quality or historical character of the building.” The Landmark Commission’s **Landmark Manual** sets out in both the *Secretary of Interior’s Standards for Rehabilitation* and *Rehabilitation and Maintenance* the type of work deemed appropriate for restorations and additions to historic structures. In this case, the work done does not meet these standards and guidelines.

For the reasons cited in this report, The Landmarks Commission should vote against the designation of this residence.²²

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²² Landmark Ordinance, Sec. 54-123. (b); **Landmark Manual**, pp. 32-38,

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John S. Garner is a preservation consultant and professor emeritus of architecture at the University of Illinois at Urbana/Champaign, where he chaired the division of architectural history and preservation before retiring. He is the chief investigator and author of several reports on historic buildings and districts in Illinois and is the author/editor of several articles, chapters, and books on architectural history and preservation, including The Midwest in American Architecture, (University of Illinois Press, 1991). He has appeared before several building preservation commissions, planning commissions, and city councils and county supervisors to testify concerning the historic and architectural significance of historic structures (in the state of Illinois in Chicago, Lake Forest, Pontiac, Effingham, Champaign, Peoria, and Springfield, as well as in the state of Florida before the Town of Palm Beach and City of Miami). He has also appeared before the Illinois Historic Preservation Agency's Advisory Council to testify concerning National Register listings. He has served as an advisor to the National Park Service's Historic American Buildings Survey. With a professional degree in architecture and doctorate in history and more than thirty years of experience, the author is an expert in investigating and documenting historic buildings and is a qualified witness.

CV

I. Personal History and Professional Experience

Educational Background

Oklahoma State University, B.Arch., Architecture, 1969
University of Illinois, M.Arch., Architectural History, 1970
Boston University, Ph.D., Urban History, 1974

Academic Positions

1970-71, Instructor in Architecture, University of Illinois
1973-74, Lecturer in Urban Affairs, Boston University
1974-77, Assistant Professor of Architecture, Texas A&M University
1977-81, Associate Professor of Architecture, Texas A&M University

1981-87, Associate Professor of Architecture, University of Illinois
1987- , Professor of Architecture, University of Illinois
2002-07, Chair, Architectural History and Preservation, Univ. of Illinois
2007- Professor Emeritus, awarded by Board of Trustees, Univ. of Illinois

Other Professional Employment

1967-69, Architectural Intern, Hudgins, Thompson, Ball, Tulsa, OK
1971-73, Preservationist, Society for the Preservation of New England
Antiquities, Boston, MA
1977-, Preservation Consultant

Honors, Recognition, Etc.

1973-74, National Endowment for the Humanities Fellowship
1979-80, Fulbright-Hays Senior Research Award to France
1997, Magister Profesor, Universidad de Tucuman, Argentina
1998- , Who's Who Among America's Teachers

Invited Lectures

1986, "Hopedale: A Centenary," keynote lecture on occasion of the 100th
anniversary of the incorporation of Hopedale, MA
1988, "Architectural Preservation: An Outlook," Diamond Jubilee of the
School of Architecture, Oklahoma State University
1991, "Early Chinese Temples and Tombs," Department of Landscape
Architecture, UIUC
1992, "The Nature of Building Preservation," Department of Art History,
UIUC
1997, "Direcciones Actuales en La Arquitectura Norteamericana," public
lecture
at Civic Auditorium, Tucuman, Argentina
1998, "An International Perspective of Model Workers' Housing, 1880-
WWI," in a symposium, Change at the Millenium, University of North
Carolina at Charlotte
1999, "Keynote Address on dedication of the J.H. Hawes Grain Elevator
Museum," Atlanta, IL
2003, "The Pullman State Historic Site, Chicago, IL, USA," Congreso
Internacional de Ciudades Historicas, Camaguey, Cuba
2004, "Keynote Address in Sao Paulo, Brazil, "Understanding the Single-
Enterprise Town."

Review Panels

1996-2000, Member of Board of Directors, Historic American Buildings Survey Foundation, National Park Service, Washington, D.C.

II. Publications and Creative Works

Books

The Model Company Town: Urban Design through Private Enterprise in 19th –century New England (Amherst: University of Massachusetts Press, 1984).

The Midwest in American Architecture (Champaign: University of Illinois Press, 1991).

The Company Town: Architecture and Society in the Early Industrial Age (New York: Oxford University Press, 1992, 2002).

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“Preserving the Prosaic,” in Adaptive Re-use (New York: Van Nostrand Reinhold Co., 1988).

“Tanks and Towers: Waterworks in America,” American Public Architecture (College Park: Pennsylvania State University Press, 1990).

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Monographs

“East Texas Architecture: A Select Study,” College Station, TX: Texas Society of Architects, 1979.

“Washington Park: Quincy, Illinois: A University of Illinois Case Study in Recording Historic Buildings,” UIUC, 1982.

“Public Square: Oakland, Illinois: A University of Illinois Case Study in Recording Historic Buildings,” UIUC, 1983.

“Main and Market Streets: Mt. Carroll, Illinois: A University of Illinois Case Study in Recording Historic Buildings,” UIUC, 1986.

"The Fitzpatrick Homestead, Lockport, Illinois: A University of Illinois Case Study in Recording Historic Buildings," UIUC, 1987.

"World War II Temporary Military Buildings," Champaign, IL: USACERL, 1993.

Articles in Quarterly Journals

* "Leclaire, Illinois: A Model Company Town, 1890-1934," Journal of the Society of Architectural Historians (October, 1971).

* "Nathaniel Hawthorne's Legends of the Province House, His Use of Architecture, Artifact, and History," Old-Time New England (Fall, 1972).

** "Preface to Special Issue on Gravestone Carving," Old-Time New England (Spring, 1973).

* "Architecture at Texas A&M: The Past Hundred Years," Texas Architect (Spring, 1977).

* "The Saga of a Railroad Town: Calvert, Texas, 1868-1918," Southwestern Historical Quarterly (October, 1981).

** "How Fare Thee Fair Camelot," Reflections (Spring, 1983).

* (with Richard Mattson), "Quincy's Grand Past: Recapturing the Architectural Heritage of a River Town," Gateway Heritage (Spring, 1984).

* "Architecture and Philanthropy in a Model Company Town," Places (Spring, 1988).

* "La Company Town. Industria e Territorio nel XIX Secolo," Rassegna (Fall, 1997).

Bulletins, Reports (including expert testimony), and Conference Proceedings

** "The Growth of Cities in Victorian Texas," Proceedings of Texana III (Austin: Texas Historical Commission, 1983).

** "Family and Philanthropy in North Easton, Massachusetts," Proceedings of the Society for American Planning History (Columbus, OH: Society for American Planning History, 1987).

** "Pullman Revisited: The Architecture and Planning of a Model Company Town," Proceedings of the Society for American Planning History (Columbus, OH: Society for American Planning History, 1989).

"Resurvey: Northside Historic District Development Area," Peoria: Northside Planning and Development Corporation, 1993.

"John H. Hall House, Historic Structures Report," Peoria: Northside Planning and Development Corporation, 1994.

"The Homer Municipal Building, Historic Structures Report," Homer, IL: Village Board, 1998.

"Expert testimony on behalf of the Hillel Foundation, Champaign, IL," City of Champaign, 1999.

"Expert testimony on the Solon House, Champaign, IL," City of Champaign, 1999.

"Expert testimony on the Bush Temple of Music Building, Chicago, IL," City of Chicago Landmarks Commission, 2001.

"Octave Chanute Aerospace Museum: Conservation Assessment," Rantoul, IL: Heritage Preservation, Washington, 2001.

"Expert testimony on the First Unitarian Church, Peoria, IL," City of Peoria Landmarks Commission, 2003.

"Mark Twain Boyhood Home and Museum: Conservation Assessment," Hannibal, MO: Heritage Preservation, Washington, 2003.

"Expert testimony on the Smythe House, Palm Beach, FL," Town of Palm Beach Landmarks Commission, Town Council of Palm Beach, 2004.

"Expert testimony on the Jacks House, Lake Forest, IL," City of Lake Forest Building Review Board, 2005.

"Landmarks Designation Analysis of the Royal Poinciana Plaza, Palm Beach, FL," 2007

"Expert testimony on the Royal Poinciana Plaza, Palm Beach, FL," Town Council of Palm Beach, 2007

"Appraisal of 809 W. Main St., Urbana, IL," for preservation purposes, 2008

“Hamilton Boulevard from Water to North Street, a response to landmark application, HPC case no. 08-27, Peoria, IL, Methodist Medical Center, 2008

“Old Farm House (Mumford House), campus, University of Illinois, Urbana, IL,” testimony before Facilities and Services, to retain structure in present location, 2009

“Expert testimony on the Du Pont House, Palm Beach, FL,” Town Council of Palm Beach, 2010

“Appraisal of 701 W. Florida Ave., Urbana, IL, the President’s House, University of Illinois,” regarding interior conservation, 2011

“Expert testimony on the Tropin House, Palm Beach, FL,” Town Council of Palm Beach, 2011

“Expert testimony on the Smith House, Palm Beach, FL,” Landmarks Preservation Commission, Town of Palm Beach, 2012

“Expert testimony on the Eberhardt Residence, Palm Beach, FL,” Landmarks Preservation Commission and Town Council, Palm Beach, 2013

“Expert testimony on St. Jude Melkite Catholic Church, Miami, FL,” City of Miami, 2013

Other: Encyclopedia Entries

** “Company Towns,” in Encyclopedia of Urban America, Vol. 1 (Santa Barbara, CA: ABC-CLIO, 1998).

** “Industrial Towns,” in Encyclopedia of Twentieth Century Architecture (London: Thames & Hudson, 2000).

** “Industrial Utopian Communities,” Encyclopedia of New England Culture (New Haven: Yale University Press, 2002).

** “The Prairie School of Architecture,” Encyclopedia of the Midwest (Columbus: Ohio State University, 2005).

May 30, 2014

Mr. Guy Rabideau, Esq.
Rabideau Law
400 Royal Palm Way, Suite 404
Palm Beach, Florida 33480

Re: Consulting Services for 1545 N. Ocean Way
Palm Beach, Florida 33480
PCN: 50-43-42-02-000-0050
Owner/client: Angela and Arthur L. Williams Jr.

Dear Mr. Rabideau,

At your request, I have investigated and analyzed the above referenced property for the purpose of determining if receiving a Landmark designation would enhance or diminish the market value of the property. This is a consulting assignment and is not considered an appraisal of the subject property. I inspected the property on April 16 and April 18, 2014.

The scope of the analysis included an onsite inspection of the property, collecting and analyzing relative data and information about the subject and current landmarked and non-landmarked properties. Based on my investigation and subject to the assumptions and limiting conditions, it is my opinion that the subject property should not be landmarked.

There is no indication that the act of landmarking the subject property would enhance the market value. On the contrary, most properties that received a landmark designation were on the market longer, appealed to a narrower buyer profile, and sold for less on a square foot basis than non-landmarked property. Approximately 10% of the single family properties in Palm Beach have already received a landmark designation. About 50% meet the age requirement for land marking with more becoming eligible every year. If too many homes are landmarked, the value created by the scarcity of owning a landmarked property is diminished. Many of the present landmarked homes are already the best of the best in terms of the architect, timeframe in which they were built and their ability to be modified to current standards with floor plan changes and possible additions.

Not only is it not practical to change the subject property to meet current standards it would be an economic hardship which is not covered under the current landmark ordinance. In my opinion the potential market purchaser would view landmarking this particular property as a punitive action rather than what it should be, a prestigious action.

Respectfully submitted,



Joy Hearn, SRA
State-Certified Residential Real Estate Appraiser RD 1539

THE IMPACT OF LANDMARKING IN PALM BEACH



LOCATED AT
1545 North Ocean Way
Palm Beach, FL 33480

FOR
Mr. and Mrs. Arthur L. Williams, Jr.
1545 North Ocean Way
Palm Beach, Florida 33480

AS OF
May 30, 2014

BY
Joy Hearn, SRA
136 Satinwood Lane
Palm Beach Gardens, Florida 33410

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ADDENDA

Photos of Original Home
Plat
Survey
Floor Plan
Qualifications

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in, or no bias with respect to, the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
6. I have made a personal inspection of the property that is the subject of this report. No one provided significant professional assistance to the person signing this report.
7. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. The reported analyses, opinions and conclusion were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Practice.
10. That I have not revealed the results of such report to other than to my client and will not do so until authorized by same, or until required by due process-of-law, or until release from this obligation by having publicly testified as to such results.

11. As of the date of this report, Joy Hearn, SRA has completed the continuing education program of the Appraisal Institute.
12. As of the date of this report, Joy Hearn, SRA, has completed the requirements for the State of Florida continuing education program.

Joy Hearn, SRA

A handwritten signature in blue ink that reads "Joy Hearn". The signature is written in a cursive, flowing style.

State-Certified Residential Real Estate Appraiser RD 1539

GENERAL LIMITING CONDITIONS

1. With reference to the property, the appraiser will not be required to give testimony or to appear in court because of having made this report, unless arrangements have been previously made.
2. Possession of this report, or a copy thereof, does not carry with it the right to publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the firm and, in any event, only with proper written qualifications and only in its entirety.
3. Real estate investments have an inherent element of risk which varies with property classification and other factors which affect value. Performance and success are dependent upon many variables such as responsible ownership, competent management, and the state of the economy, federal, state and local tax laws, market liquidity, and other factors of a local, national or world character which influence the market. Consequently, this report is not an appraisal and does not absolutely fix or set a price at which the property will sell. It merely states what may impact value. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
4. No environmental impact studies were either requested or made in conjunction with this analysis, and the appraiser hereby reserves the right to alter, amend, revise or rescind any of the opinions based upon any subsequent environmental impact studies, research or investigation.

GENERAL LIMITING CONDITIONS (Continued)

5. Maps, plats and exhibits included in the report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys, or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
6. The appraiser assumes no responsibility for economic or physical factors which may affect the opinions in this report which occur after the date of the report.

Acceptance of and/or use of this report constitutes acceptance of the, General Limiting Conditions and Extraordinary Assumptions. Appraiser's liability extends only to the stated client, not subsequent parties or users, and limited to the amount of fee received by appraiser.

EXTRAORDINARY ASSUMPTIONS

1. The appraiser assumes that the square foot information provided on the listings and public records that were part of the research and report is accurate and representative of the subject property and the other homes surveyed for this report.

DEFINE THE PROBLEM

The subject property was placed under consideration for landmarking by the Landmark Commission in August 2013. The question is whether the property will be enhanced monetarily by the landmark designation or will the process be a detriment to the value of the property?

SCOPE OF WORK

- 1) The Appraiser performed a visual inspection of the interior and exterior of the subject property on April 16, 2014 and another exterior inspection on April 18, 2014.
- 2) The appraiser did not inspect appliances, plumbing or electrical fixtures or interiors of cabinets and closets.
- 3) The appraiser is not an expert in other fields such as but not limited to home inspection, building construction, pest control, structural engineering, zoning, permitting, environmental problems, architecture, historic designations, and flood zone requirements.
- 4) The appraiser did review aerials of the subject property.
- 5) The appraiser did confirm the data in the report with individuals who were knowledgeable regarding this information.
- 6) Unless otherwise stated, the square footage on the subject and the other properties in the report was taken from the public records of the assessor's office in order to maintain consistency.
- 7) Land measurements were reviewed from the in house files, the assessor's public records and the provided survey.
- 8) The appraiser is not an expert on furniture value or designer decorator costs none of which was included in this report.
- 9) The Appraiser did not contact any member of the building department, zoning department, Landmark Commission, Town council, or Preservation Foundation.
- 10) The appraiser did contact the secretary of the Landmark Commission in order to obtain a current copy of the Existing Designated Landmarks and Properties "Under Consideration" list. The list is dated 3/12/2014.
- 11) This consulting report regarding the landmarking of the subject property is not an appraisal of the subject property and is not to be construed as such.
- 12) The appraiser did review pictures, articles, and plans, included in the file regarding this property at the Palm Beach County Historical Society. Some of these pictures are included in the addenda of this report.

HIGHEST AND BEST USE

The subject property is located in RA zoning which requires a minimum of 125' of width and 150' of depth with a minimum lot size of 20,000 sq. feet. It is my understanding that if a parcel has 60,000 square feet west of the Town Bulkhead line then it would have to conform to the setback requirements of R-AA zoning which is the estate is zoning in Palm Beach. Unless there is a seawall in place or a dune that is 14.34' in height, a new home would have to be constructed 50' west of the old Coastal Construction Line known as the Town Bulkhead Line. The new CCL line goes through the center of the existing structure. Anything east of the current line has to be built to stringent state building standards. The definition of highest and best use as described in the Dictionary of Real Estate Appraisal 4th edition published by the Appraisal Institute (2002) is as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The highest and best use of the land or a site as though vacant. Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

The highest and best use of property as improved. The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

The subject property would most likely be an interim use as improved until plans and permits are obtained for demolition of the improvements. The subject property has 280 feet of waterfront footage and could most likely be subdivided into two buildable lots with 140' of frontage and just over 40,000 square of total land area. This scenario would meet the four criteria of physically possible as there is a home currently being constructed on 140' of width. Subdivision also meets the criteria of legally permissible, financially feasible, and would result in the highest present value to the land.

HIGHEST AND BEST USE (continued)

It is possible that remaining as one large lot could appeal to a particular buyer with the value being just under that of two separate lots as there have been a number of sales in Palm Beach where the buyer assembled lots in order to obtain at least 200' of frontage. Since the two lot scenario would result in a lesser price per lot, the potential number of market purchasers would increase. Smaller lots would result in smaller houses being dictated for proper financial return and more likely than one large home on a very large expensive lot. The two homes that are currently under construction are on 110' and 140' foot lots. As a single lot the existing property would most likely be improved with a 20,000+ sq. ft. structure. It is my opinion, therefore, that the **Highest and best use of the subject property is demolition of the existing home and subdivision into two buildable lots.**

SUBJECT PROPERTY

Main House

The subject property is located at 1545 N. Ocean Way. As of August 2013 the property has been under consideration for landmark status by the Town of Palm Beach. According to the plans on record with the Palm Beach County Historical Society, the main house was designed by the architectural firm of Treanor and Fatio. The property is currently improved with a single family home completed in 1937. The main house faces the ocean with the living room, dining room, kitchen, den, and master bath (his), master bedroom, and sitting room addition all facing the ocean. The sitting room addition extends south from the master bedroom. The two other bedrooms in the main structure are accessed through the outdoor loggia and cannot be entered from the main portion of the home. These two outside bedrooms have been reconfigured with another addition being added that mirrors the sitting room addition. Neither of these additions were part of the original plans of this home that are on view as part of the archives of the Palm Beach Historical Society.

Comments regarding modifications are as follows:

- 1) There is an addition of a bay window to the dining room that does not conform with the other two bay windows on the ocean side of the property.
- 2) Only the living room bay window is original to the house.
- 3) The original bay windows on the south elevation of the original home have been removed as a result of the additions.
- 4) A sitting room addition has been added to the master bedroom.
- 5) An extension of the outdoor bedroom wing that added 32.6 feet to the original 35' of brick building. This wing is now 67.6 feet long.
- 6) An elimination of one of the original bedrooms by converting it to a (her) master bath.
- 7) The original clay tile that had an orange cast has been replaced by a brown cast tile.

Floor plan comments are as follows:

The floor plan is awkward with the home having only one room depths in a u shape design. The rooms serve as large hallways as each room is accessed from another room. The master bedroom is accessed by first walking through the middle of the den and then through the (man's) master bath. The den also has a single exit door to the outdoor loggia that is used to access the two reconfigured bedrooms. The current den

Main House (continued)

has a door on three sides giving access to the man's bath, the south loggia and the living room. The only access to the master bedroom is through the den, and man's bathroom.

The north bedroom is original to the home and can only be accessed directly from the outdoor loggia. The other bedroom is accessed down a hallway from the south loggia.

This hallway provides another access to the north bedroom through the linen closet and the attached bath.

The north wing of the home has a hallway from the kitchen that leads to the staff quarters which consists of a staff sitting area, three small staff rooms and a single bathroom.

The formal entry is through a doorway that leads up to the main level of the home. The guest half bath is to the right and the rear entrance of the staff quarters is through a doorway to the left. The main entry is unimpressive as there is no view of the ocean and a long outdoor loggia leads to the dining area access or the living room door access.

The highest ceilings were in the main living room and were measured by the homeowner at 10.8" including the cove area at the ceiling. The kitchen is the only room in the house that is remodeled to current standards. The master bedroom has insufficient closet space. The most negative feature of the existing improvement is the view of the ocean from the main living area. Due to accretion of sand from sand transfer station north of the inlet, the beach has widened significantly to such a point that the "beach house living" design is no longer appropriate. It appears that the ocean is a minimum of 550' away from the town bulkhead line. According to an original picture of the property, the ocean was just steps from the back door of the home. Due to the current two dune lines, the ocean is distant in terms of view amenity and is a "sliver" of a waterfront line when viewed from the interior of the home. The elevation of the home is now too low to view the full ocean. From a seated position, it may not be possible to view the water.

According to pictures at the Palm Beach County Historical Society, at the time the home was completed, it was centered on two of the current three lots. An early picture indicates that the lot to the south of the main house was vacant. With the ownership of three lots the home is no longer positioned properly at the center of the lot. The area surrounding the original designed home has therefore changed.

The home is full brick over frame sheathing. The brick reportedly was imported from out of state and therefore does not comprise native based material from Florida. Brick is difficult to maintain due to the proximity to the ocean and the presence of salt air. Without constant maintenance the brick deteriorates. In a number of places the brick surface has been patched with a coat of cement. The two stucco additions are easier to maintain on the main house and are in superior condition when compared to the brick siding portion.

Inspection Observation and Previous reports: Differences Noted

Characteristics	Historical Structure Form from Palm Beach Historical Site Survey Phase V Field Date 11/20/2010	Designation Report April 14, 2014	Inspection & research by Appraiser Field Inspection April 16 & 18, 2014	Comments: The appraiser's inspection was of both the interior and the exterior of the property.
Architect	Wyeth & King	Maurice Fatio	Maurice Fatio	Difference
Architecture	Georgian Revival	French Eclectic	French Provincial*	*From articles at Historical Society
Construction	Brick over hollow clay tile	Handmade weathered brick from Carolinas	Brick and Stucco over frame	Difference
Condition	Excellent	Not addressed	Average	Difference
Interior Plan	Unknown	Not addressed	Poor	Difference
Additions to Main Structure	Not Addressed	Not Addressed	Two additions-one master bedroom of 190 sq. ft. and the other to the bedroom wing of 509 sq. ft. Date unknown. 2 bay window additions across the rear of the original structure	Should have been mentioned in the designation reports.
Surrounding Residential	Homes of this Category	Not Addressed	Larger single family and small ranch homes	Neighborhood is changing character.
Garage	Not Addressed	2 Car	3 Car	Garage is 20'x27'
View	Not Addressed	Built to take advantage of ocean views	Can no longer take advantage of the ocean views	Property is too low and was designed for original 185' of ocean front
Guest House	Not Addressed	Guest house with hip roof was added in 1957	Guest House was added with hip roof in 1957. Another 1264 sq. ft. addition was made to the guest house in 2003.	Addition is noticeable from the front view and does not blend-in with the main portion of the guest house.

There are some discrepancies between the two reports themselves. Most notable is the difference in the architects and the architectural styles (Georgian or French Eclectic). The condition of the property is admittedly difficult to determine from a distance as are the changes to the view of the ocean from the main house.

Changes since the original design of the main house.

There are now three bay windows across the rear (beach side) of the property. The only bay window on that side in the original building was the large bay window in the living room.

Sitting room addition is not full brick off of the master bedroom, is located to the south of the original bedroom and is not full brick. This is not accounted for in the designation report. Master bedroom is to the right of the picture below. This sitting room addition is on the ocean side of the home.





Tie- in at Roof Line from Sitting Room to Original Portion of Home



Tie-in of 32.6' Bedroom Wing Addition at Roof Line to Original Home

The bedroom wing addition of the main house is not connected by an inner hallway to the main house and must be accessed via an outdoor covered walkway from the den, down the walkway to the outside entrances or from the master bedroom bath across the south spa/patio area (see below).



The additions contribute 800 to 900 sq. feet to the existing main house. This footage was not in the original plans. There is no mention of these additions or the additional bay windows in the current designation report.



View of the north wall of the southwest bedroom addition to the main house.



Three Car Garage



View of Ocean from Patio



View from the Rear of the Lot



View of the Water from the Den



Sample of Brick Deterioration near Bay Window

Secondary Improvements (Guest House Additions)

In 1957 the original owner added a guest house on the south portion of the property opposite the swimming pool area. The guest house had 3 bedrooms, three bathrooms, a small kitchen, and a living room. The closets are small and outside exits for two of the bedrooms are from doors located in the bathroom. The third exit is the exit door out the SE bedroom. The building was designed by Wyeth and completed in 1957. The current building is brick with asphalt shingles. In 2003 the current owner added another addition to the guest house that added another two bedrooms, two baths and a family room. All closets in this addition are small and there is no guest bath. The 2003 addition can be seen from the front of the building and is an obvious addition. This addition has the same asphalt shingles as the original 1957 guest house. A color picture in the archives of the Historical Society, indicate that the roof may have been a shim cedar shake.



The Guest House Addition is Not Mentioned in the Landmark Report

The market negatives for this home are as follows:

- 1) Lack of full ocean view due to the single level of the home
- 2) Lack of desirable ceiling height.
- 3) Poor floor plan with single wide rooms that have to also function as interior hallways.
- 4) The 2nd and 3rd bedrooms in the main house can only be accessed from the exterior of the home.
- 5) The guest ½ bath is not convenient to the main house and must be accessed from the outside loggia.
- 6) The home was obviously designed for temporary beach front living for the “season” from Dec. through February and not for full time occupancy as is currently desired in the market.
- 7) According to the property manager, the main fireplace in the living room is poorly designed and does not work properly with the side flue.
- 8) The garage itself is three car with an all-purpose room and a full bath.
- 9) The laundry room is also located in the garage and has no direct access to the main house.
- 10) Both the garage and laundry room are inconvenient to the kitchen in the main house and must be accessed by the front entrance stairwell and then down the long outside entry loggia.
- 11) There has been so much sand accretion that the actual waves hitting the shore can no longer be seen from the home as seen from the original structure.
- 12) The ocean view from the subject structure appears as a “sliver” of ocean view.

Market positives are:

- 1) The ocean front location
- 2) The lot size and amount of waterfront footage.

The market positives relate directly to the land only.

Conclusion:

In conclusion, the current improvement is considered a deficiency for the site that contributes little or nothing to the market value of the overall property. On April 17, 2014 the home was offered on the market through the Palm Beach MLS for \$45,000,000.

It should be noted that information obtained from the Historical Society of Palm Beach indicates that this home was marketed for sale in April 1994 for \$9.7 million dollars. By November 1995 the list price was dropped to \$7.9 million. Then in July 1996, the list price was dropped to \$6,950,000. The property closed in Dec. 1996 for \$6,250,000. It had a limited market and desirability as a non-landmarked home. The act of landmarking this property will not enhance the value as the value is in the land which can only be accessed by demolition. The subject property was not a good house in 1994 and it is not a good house now. In the opinion of this appraiser it does not fit the category of the outstanding homes that have been landmarked in the past.

THE IMPACT OF LANDMARKING ON HOMES IN PALM BEACH

There has been much discussion in recent years regarding the impact of Landmarking properties in the Town of Palm Beach. Because a property is old or over 50 years old does not mean that it has historic significance worthy of preservation. There are a number of influential architects in Palm Beach who made Palm Beach what it is today. While a named architect is important, the structure is also equally important. A home built to a specific client's requests and needs may not be appealing to the general market.

Supply and demand are two factors in valuation that influence all residential properties. Demand for historic homes therefore, can be influenced by limiting the supply. Limiting the supply of landmarked homes can create a demand for the "prestige" of owning such a property. It has been said that more homes are torn down than fall down in the United States with the average lifespan being about 75 years. One of the tests for a significant home is whether or not it can stand the test of time.

There are homes in Palm Beach that have stood the test of time that have not been landmarked. How do they stand the test of time while others do not? In my opinion, the answer relates to the value of the underlying land. When the value of the underlying land becomes equal to the value of an older improved property, the improvement most likely will be demolished. Demolitions began to take place in the late 1980's in all areas of Palm Beach. Before that there were a few demolitions of large estate homes on large parcels with subsequent subdivisions resulting. It appears that the demolition of lesser homes on smaller lots did not start taking place until the late 1980's. As there are no vacant lots in Palm Beach, there has been a subsequent increase in the underlying land of those improvements resulting in a demolition to get access to the land.

A comparison was made between the sales of landmarked homes and non-landmarked homes. Allowing for the conditions resulting from the recent downturn in the residential market, there was no discernible market advantage as a result of landmarking a home.

The following factors should be noted:

- 1) Landmarking in and of itself did not increase the value of a home simply by the act of landmarking.
- 2) Market perception appears to be negative due to the extensive marketing time of the homes.

THE IMPACT OF LANDMARKING (continued)

- 3) The degree and expense needed to bring a home to current standards impacts the marketing time.
- 4) It appears that landmarking did not impact value in instances where the improvement was sufficiently large enough for the site or larger for the site than current building and zoning requirements would allow. It is more likely that this is attributed to the larger size of the structure and may have nothing to do with the landmark status.

The subject property was among 90 properties chosen in the 2010 Historic Sites survey as “potentially eligible for a local register” landmark status. According to an article published in the Palm Beach Daily News on Dec. 16, 2010, there were 1,338 structures in Palm Beach included in the survey which was considered an inventory list. There are currently close to 300 landmarked properties and vistas, with approximately 250 of those being residential properties. There are a total of just under 2500 single family homes in the Town of Palm Beach so this list indicates that approximately 10% have landmark status.

At one time that Landmark Commission requested that the Town Council allow the Landmark Commission to broaden their responsibilities by asking that the Architectural Review Commission pass review responsibilities to the Landmark Commission in the case of a requested demolition of a potentially landmark-worthy structure. The Town council nullified that request. The point of process was therefore to follow procedure and begin the process with the designation report. The subject property at 1545 N. Ocean Way was on the list of 90 properties with potential for landmarking eligibility. The property was placed under consideration 8/21/2013 and the designation report was completed April 16, 2014.

Landmarked homes that meet current market demand or can easily be altered to meet current market demand can sell at near the same level as modified non-landmarked homes. Many of the grand estates like El Mirasol have been demolished or divided into smaller homes. Smaller subdivisions like the Dodge Estates, El Mirasol, and Via Los Incas have taken their place. A number of large estates south of Worth Ave. have stood the test of time and remain today. Preservation minded individuals and those who want a trophy house belonging to families who were once part of the American Aristocracy prior to World War I wish to preserve these treasures. In about 1990 the mansion builders returned to Palm Beach with the sell off and reassembling of Casa Apava at 1300 S. Ocean Blvd., the demolition of a 9 year old house and assemblage of 1415 S. Ocean Blvd., the recent assembly of two lots at 1070 N. Ocean Blvd, and the construction of 515 N. Ocean Blvd which although on nine platted lots, contains only one home.

THE IMPACT OF LANDMARKING (continued)

The market remains a land driven market with end prices being influenced by the rise and fall of the underlying land as well as market conditions. Although it is difficult to determine the impact of landmarking on homes in Palm Beach due by abstracting just that factor, it is possible to determine the following:

- 1) Large landmarked homes that have not been updated to current standards or have significant structural problems tend to remain on the market for an extended period of time.
- 2) Landmarked homes in need of repair tend to sell at or below land value.
- 3) The cost of rebuilding a Landmark home from the inside out can be less cost effective than new construction.
- 4) With only 50% allowed for interior modifications to department of interior standards, some floor plan problems may not be able to be corrected. The most obvious being small rooms, small baths, small closets and an obsolete floor plan that was built for non air-conditioned homes that were meant only for seasonal occupancy.
- 5) Architecture for individual tastes like 444 N. Lake Way (La Ronda) can negatively impact the marketability of a property.

There is a direct relationship between the value of the land and the size of the house. In other words, it is not considered maximally productive to build a 2,000 sq. ft. home on a lot worth \$2,000,000. Therefore, as the value of the land increases, the size of the house also increases. If the land cannot be accessed due to landmark status, the value of the land will conversely go down. The underlying land value of the improvements through the years has been driving the overall market value in Palm Beach.

The following pages illustrate the time on the market of landmarked homes, their relationship to land value, why homes were voluntarily landmarked, and sales comparisons between landmarked and non-landmarked homes.

THE IMPACT OF LANDMARKING (continued)

No.	Address	Original List Price	List Date	Sales Price	Sales Date	Days on Market
1	210 Via Del Mar	\$25,900,000	Dec. 2007	\$9,643,788 *	Dec. 2010	711
2	210 Via Del Mar	\$27,500,000	Jan. 2012	\$12,000,000	August 2013	663
3	860 S. Ocean Blvd	\$25,000,000	Jan. 2003	\$16,000,000*	June 2007	1454
4	241 Banyan Road	\$21,000,000	Dec. 2006	\$11,325,000	April 2013	1679
5	473 North County	\$30,000,000	March 2008	\$22,000,000	Current Listing	1500+
6	153 Clarke	\$8,900,000	May 2008	\$4,950,000*	July 2012	1527

*Asterisks represent recorded sales of less than total consideration for the property.

There were six factors that were evident during the appraiser's research.

- 1) Landmarked properties that needed significant updating tended to languish on the market longer than other properties.
- 2) Some purchasers did their desired improvements first then applied to have their homes Landmarked.
- 3) Some purchasers applied to have their homes landmarked in order to perform significant improvements to their homes as they were below FEMA flood elevations.
- 4) Landmark homes that needed significant repairs and renovation sold for less than other homes that needed the same or similar level of work that were not landmarked.
- 5) Landmarked homes with the same level of renovation sold for less than similar homes that were not landmarked.
- 6) Some potential older homes that were on the "possible" landmark list of 2010 have been demolished.
- 7) The following landmarked properties were on the market for a significant period of time.

THE IMPACT OF LANDMARKING (continued)



- 1) 210 Via Del (Sale Mar 2010). This property at 210 Via Del Mar was totally remodeled when it sold in September 2002 for \$8,350,000 (MLS info). In December 2007 it was listed along with the adjacent lot for \$25,000,000. The home was reduced to \$14,750,000 in Jan. 2009 for just the home. By Dec. 2010 the property was reduced again to \$13,950,000. After a final reduction to \$11,500,000 in September 2010 the property sold after 711 days for a recorded price of \$9,643,788. This house had received extensive remodeling with new plumbing, electrical, roof etc. prior to the original purchase in 2002. It was on the market for 711 days.

The adjacent lot with no waterfront frontage was purchased by the same buyer for \$6,000,000.

THE IMPACT OF LANDMARKING (continued)



2) 210 Via Del Mar (Sale Mar 2013). After lightening the home with interior changes and removal of heavy landscaping, the property was placed on the market in Jan. 2012 for \$27,500,000 with the adjacent lot. The portions of the landscaping were removed and the area above the garage was improved. This home was built by Fatio for his mother-in-law and is one of the few Tudor style homes in Palm Beach as the architecture did not receive wide market acceptance. By April 2013 the listing was dropped to \$21,500,000. In April 2013 listing was modified to \$14,000,000 with just the house. In August the property closed for \$12,000,000 after 663 days on the market.

THE IMPACT OF LANDMARKING (continued)



3) 860 South Ocean Blvd. was purchased in April 2000 for \$8,350,000 which was less than land value and totally gutted and rehabilitated. It was placed on the market in January 2003 for \$25,000,000. Although a large home of 14,258 sq. ft, it had only 5 bedrooms. With the tax abatement, only 50% of the interior could receive significant remodeling. The master bedroom suite and the kitchen area were remodeled. The main living room area remained the same. To the best recollection of the appraiser this home had some floor plan deficiencies.

THE IMPACT OF LANDMARKING (continued)



- 4) 241 Banyan Rd is a beautiful piece of property but the home needed a total update as interior reportedly dated back to the 1980's. It is a good waterfront lot with about 183' of frontage. In the appraiser's opinion the home was too small for the original asking price of \$21,000,000 in Dec. 2006. It sold for \$11,325,000 seven years later in April 2013. The extension of Banyan Rd runs along the south side of the property but has brick pavers like the driveway and appears to be part of the property which it is not. To the knowledge of this appraiser, this portion of Banyan Rd has not been abandoned by the Town of Palm Beach.

THE IMPACT OF LANDMARKING (continued)



- 5) 473 North County Rd. This home is a current listing that has been on the market since 2008. It has a shared south driveway access with the adjacent landmarked home at 455 N. County Rd. It appears that only half of the original land area remains as the west portion of the lot now belongs to another owner and has an improvement that was built in 1937. The west home was reportedly deeded to another member of the family. The landmarked home to the east is known as Louwana and was built by Addison Mizner in 1923. There is a significant amount of work that needs to be done as this home needs millions of dollars of work to bring it to current market standards. It is currently listed at or below land value. It would make it economically more feasible to develop if this is the situation as it would be considered below the usual cost of acquiring a property, demolishing it, and building a new home. The process however may take longer as each change must be approved by the Landmark Commission and there is generally more cost involved in removing a component, repairing it and replacing it. This home will likely be purchased by someone committed to preservation.

Even under consideration, the subject property would fit this scenario of the above lengthy marketing times.

THE IMPACT OF LANDMARKING (continued)



This a landmarked home located at 153 Clarke Ave. This home is currently undergoing extensive renovation. At the time of sale the A/C was not working. As is typical with this type of renovation new windows are being installed. After abstracting the value of the land using a nearby demolition, the value attributed to the improvements in 20%. This is a 6,600+ sq. foot home that could not be built today because of setback requirements. In the opinion of this appraiser this home makes economic sense. The last price reduction was to \$6,000,000 in February 2012 and the property went under contract in June 2012. It was originally listed for \$8,900,000 in May 2008.

Voluntary Landmarking After Renovation

To the appraiser's knowledge there have been two homes where landmark status was requested after the additions and remodeling were completed. The following are the two examples.

311 Brazilian Ave



311 Brazilian has impressive curb appeal and is an attractive home. It was gutted and remodeled after purchase. There was also a large addition placed across the back of the home to increase square footage and modify the existing master bedroom. During the course of renovation what is thought to be a railroad track from Flagler's railroad over the Intracoastal was discovered when the ceiling was opened up. It appears to have been as a support beam.

Voluntary Landmarking After Renovation

319 Brazilian Ave



319 Brazilian Ave. is a cottage style home that has also been expanded with a large addition across the rear that is not visible from the street and has been modified to meet most modern standards.

These two properties were remodeled on the interior and had significant additions across the rear of the properties. The same owner remodeled both homes and submitted them to landmarking after the alterations were completed. After their expansion, the size of the home was large enough to contribute to the overall value of the property.

This is not a scenario that could be applied to the subject property as it currently serves the lifestyle of the owner and as the value is in the land. The current owner should not modify the home except for continuing their current lifestyle as in the appraiser's opinion, there would be no market return for the expense.

Voluntary Landmarking after Renovation Construction had begun.

The following two homes were landmarked after construction had begun:

267 Atlantic Ave is undergoing extensive restoration and is not located east of County Rd.



This home although small maximizes the site. It would not be built today as it is considered too large for the site at 56% of lot coverage. When compared to a recent land sale, the structure is 10% to 15% of the overall purchase price of \$750,000. The home was in major need of repair at the time of purchase. If this home is below the required FEMA elevation it could not receive major remodeling. It therefore benefits from the landmark status as to the appraiser's knowledge, historic homes do not have to meet flood elevation requirements.

Voluntary Landmarking after Renovation Construction (continued)

330 Island Rd was elevated and renovated. This home had small rooms and had to be raised due to the floor elevation. The house immediately to the left has since been demolished as the Landmark commission deemed it not worthy of saving.



330 Island Rd

In general many homes east of County Rd and North Ocean Blvd are not located in a flood zone but the two homes mentioned above are located in flood zones. and could not be significantly remodeled unless elevated or landmarked. The above home applied for the 10 year tax exemption that will defray some of the cost.

The subject property does not fit this category due to the higher elevation of the floor level of the main home. Because of the value of the land, it is not recommended that the existing property be modified.

A Comparison of three homes in the Estate Section.

The following three homes are located south of Worth Ave. and north of the intersection of South County Rd and South Ocean Blvd.



200 El Brillo Way

Needed total updating at the time of sale in July 2013 but plumbing and electric had been updated about 20 years ago. This home was reportedly designed by Marion Sims Wyeth. The main portion of home has 2 bedrooms with a library that could be used as a bedroom. There are 2 small bedrooms above the garage. This is a courtyard style home with single rooms around the courtyard. This home is west of S. County Rd and sold for \$8,318,000.

A Comparison of three homes (continued)



79 Middle Rd is a landmarked home that had not been updated and did not have central air. Many features were original to the home. The home had been owned by the same family since 1938. This home was designed by Maurice Fatio and was a courtyard style home with appealing interior features.



66 Middle Rd

Very dated home that was built in 1974 and needed to be renovated. This was a Regency style home that was designed by Henry Harding and is located in close proximity to the landmarked home at 79 Middle Rd.

A Comparison of three homes (continued)

Analysis of the above three sales in the Estate Section

Address	Sale Price	Date of Sale	Adj. Living Area	Price Per Sq. Ft.
66 Middle Rd	1)\$6,200,000	March 2013	6471	\$315
79 Middle Rd	2)\$5,800,000	August 2012	9007	\$216 Landmark
200 El Brillo Way	3)\$8,318,000	July 2013	6023	\$664

The above chart was adjusted on 200 El Brillo Way back to March 2012 when sale 2 was contracted. This was to recognize that there was some increase in value in 2013. The land value at the time was deducted from the sales price of each property to arrive at the value paid for the building improvement. The \$5,800,000 sale price of the landmark home at 79 Middle Rd was also recorded at “net” to seller. The adjusted living area was arrived at by allowing 100% for the main structure, 50% for the garage and storage areas, and 30% for the covered porches. This is a simple unit of comparison that allows for larger garages and extensive porches.

The 79 Middle Rd property is considered more “maximally productive” as in all likelihood it could not meet current land to building ratio’s and setback requirements. It would be considered in appraisal terms a superadequacy for the size of the site as it could not be built to that size today.

By the time property adjustments are made, allowing for economy of scale due to its size it could be much closer to the price per square foot of the regency style home across the street (66 Middle). This indicates no major negative impact from landmarking. However, 66 Middle Rd is a different architectural style. The sale at 200 El Brillo Way had been updated some 20 years ago and is the same architectural style, is located at an inferior location, and needed total updating. It still sold for more than 79 Middle Rd. This indicates that the need for significant renovation impacts the market value of a Landmarked home.

This scenario for 79 Middle Rd would not fit the subject property as the subject is considered a deficiency for the size and value of the site.

Direct Comparison of two similar homes in terms of age, location and style.

In addition to the analysis of the above three properties, the appraiser compared the sale of two homes that were recent sales that had been totally renovated and gutted to the exterior walls. They are 120 Jungle Rd and 4 El Bravo. These homes sold within 30 days of each other. Both homes appear to maximize their lot area with 16,021sq. ft. of building area on a 34,000+ lot for 4 El Bravo Way and a 17,972 sq. ft. building area for the 40,000 sq. ft. of lot at 120 Jungle Rd.



This landmarked property at 4 El Bravo was a totally renovated home done with materials reminiscent of the 1920's. It was a home that had varying interior floor levels that would not necessarily appeal to families with young children. The home won the Ballinger award for 2009. This home was listed for \$26,400,000. The home was purchased prior to renovation for \$12,398,000 in July 2006. Although it does not appear that the architect was one of the main Palm Beach architects of the time, the home retained a number of features that were produced by Mizner Industries.

Direct Comparison (continued)



The property at 120 Jungle Rd like 4 El Bravo was an outstanding home. It was totally remodeled but was a different style home than 4 El Bravo. It had more of a modern interior and was designed for entertaining. It was not landmarked. This home was listed for \$30,000,000. The home was purchased prior to renovation for \$8,800,000 in August 2004. The architect was Wyeth.

Address	Sale Price	Date of Sale	Living Area	Price per Sq. Ft.
4 El Bravo Way	19,810,998 *	Feb. 2014	11,858	\$954
120 Jungle Rd	25,460,000 *	Feb. 2014	15,652	\$1,052

*Recorded amounts do not reflect total consideration for the properties. Land value was deducted from both of the recorded sale prices and then divided by the square foot of the actual main living area to arrive at price per square foot.

Total square footage of Living area was taken from the MLS listings and not public record. The El Bravo Way (landmarked) home with all things being equal should sell for more per square foot due to the economy of scale but instead it sold for about 10% less. With actual sale prices the number is estimated to be about 14% less.

CONCLUSION

Conclusion: In addition to the above presented information the appraiser has file information regarding research on landmarked properties dating to the late 1990's. The appraiser was unable to support the theory the Landmark properties sell for substantially more than non-landmarked properties. Homes that sell for more than other homes sell due to their location, the special attributes of the home, their floor plan, and their ceiling heights. The homes that sell for more generally have stood the test of time and were part of a grand lifestyle that has returned to Palm Beach.

To quantify that a home sells for more because it is landmarked is in the appraiser's opinion difficult to prove or support in the market. The home at 4 El Bravo Way is certainly one that could not be duplicated today particularly with the large 5 story tower space. Each bedroom had its own bath and closets were enlarged to meet today's demands. According to the brochure, a modern kitchen and family were added to the home.

The subject property floor level for the main house is at a 14' above sea level and would not need to meet FEMA requirements in order to be remodeled.

Although considered, it is unlikely that a potential purchaser would or could modify the property by expanding the main house to a level of size which would be acceptable and correspond with the value of the land for a reasonable anticipated return. An addition to the first floor in order to meet current market tastes would most likely alter the original home so that it would not be recognizable as the original landmark. Nor would the brick exterior be continuous which would again change the original home.

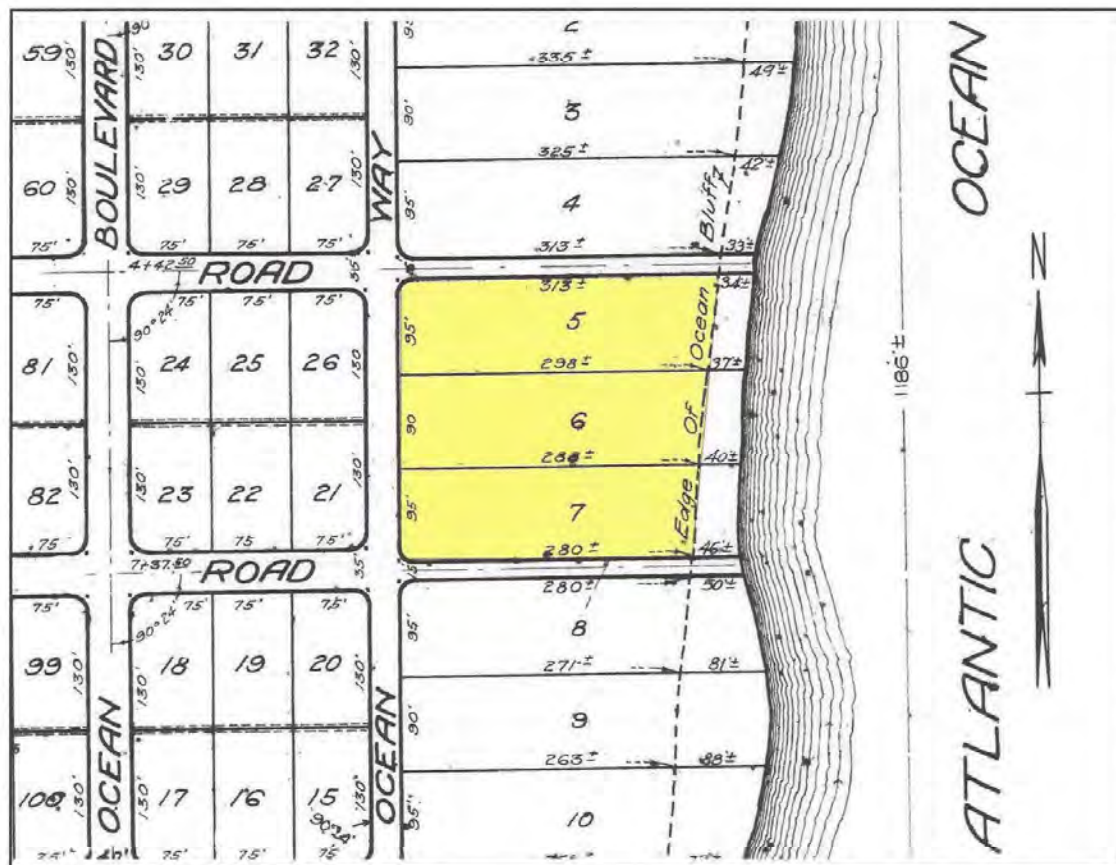
In the appraiser's opinion, there is currently no support for the premise that landmark properties sell for 10% to 20% more than non-landmarked homes. Landmarking this home would not encourage the public to buy or purchase a home because it is landmarked. To the contrary it would enforce a negative public perception of the landmark process. It is my opinion that landmarking this home would be a punitive action that would not benefit the property but would rather result in millions of dollars in financial damage.

ADDENDA



Proximity of the Ocean and Position of Home on Lots 5 & 6.

Plat Of Subject Property

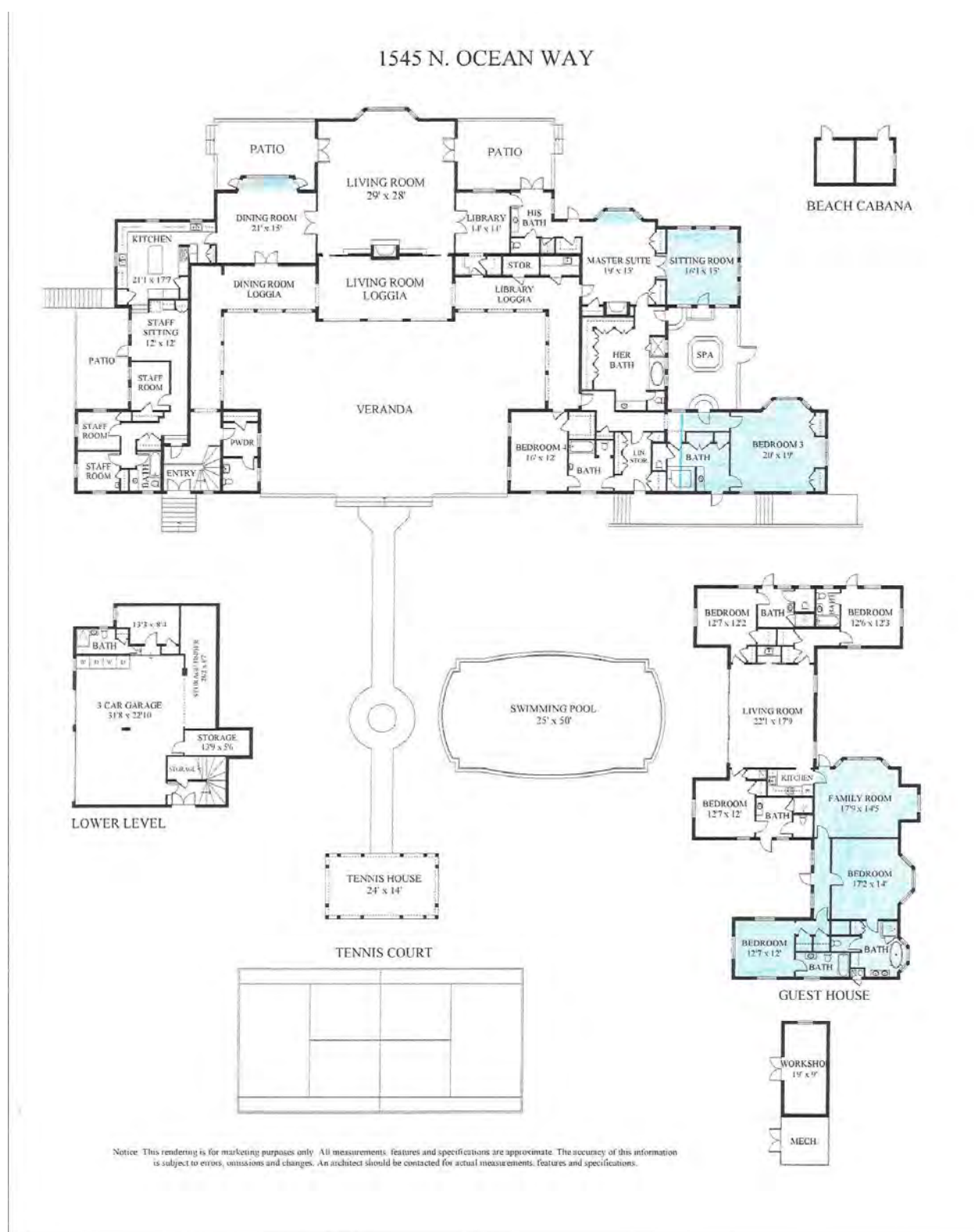


Form SCNLTR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Note Proximity of the Ocean

Survey Red Line is CCL, Orange is Town Bulkhead, and Green is 50' Setback





Floor Plan (Sotheby's Brochure) with Additions and Bay Window Modifications noted in Blue

QUALIFICATIONS OF

JOY HEARN, SRA
136 Satinwood Lane,
Palm Beach Gardens, FL 33410

SUMMARY

Nationally recognized speaker for both the Appraisal Institute and IAAO.
Published Articles
2000 award recipient from the Appraisal Journal.
Written and presented educational seminars at the state and national level
Public speaking and television appearances
Management experience
Specializes in analysis of luxury single family homes located on the Barrier Island
Experience in valuation of Historic homes, i.e. Donald Trump's Mar-a-Lago
Assisted commercial appraisers with Highest and Best Use Analysis
Qualified as an instructor for the Society of Real Estate Appraisers
Received a professional designation from the Appraisal Institute

EXPERIENCE

Palm Beach County Property Appraisers Office (Retired May 2004) **1990-2004**

Began working at the Palm Beach County Property Appraiser's office in January 1990.
The initial area of responsibility was to develop a system of methodology for the assessment of high-end luxury homes on the Barrier Island. This area encompasses the Town of Palm Beach as well as all other oceanfront municipalities. Although these homes number about 7500 properties the subsequent value is about 20% of the total value of the 250,000 parcel single family roll. (Data from year 2000-2001)

Developed "team approach" concept that has enabled the 4 person Barrier Island team to almost double field and analysis production without sacrificing quality of the analysis.
Believes in developing and utilizing each individual to maximize their potential.
Has trained in house staff by developing and teaching seminars for educational enhancement.

Prepared and represented the Property Appraisers Office at numerous tax appeals.
Prevailed at every hearing for the last four years from 2000 - 2003.
Appraised Donald Trump's home Mar-a-Lago
Experience in valuing Historic Landmarked homes.

QUALIFICATIONS OF

JOY HEARN, SRA

(Continued)

RICHARD HEWITT AND ASSOCIATES

1986 -1989

Residential Manager, Fort Lauderdale, FL

- *Managed and supervised the residential division of Richard Hewitt and Associates
- *Performed appraisals on luxury waterfront and golfcourse homes.
- *Reviewed residential appraisals for FADA.

Market Analyst

- *Completed extensive marketing studies to determine the feasibility of proposed projects and product types.
- *Worked with commercial division in determining highest and best use of sites.
- *Recommended changes in product or design for projects that had difficulty in marketing.

CITY APPRAISAL SERVICES

1984-1986

Regional Appraiser

- *Supervised the residential office in the absence of the manager.
- *Performed appraisals on luxury homes and other difficult residential properties.

AMERICAN SAVINGS AND LOAN ASSOCIATION OF FLORIDA

1979-1984

Staff Appraiser

- *Researched and analyzed projects for approved lending status.
- *Appraised 1-4 family residential properties.

FIRST FEDERAL SAVINGS AND LOAN OF DELRAY BEACH

1977-1979

- *Specialized in appraising condominium and P.U.D properties.
- *Investigated and analyzed condominium conversions to determine their success or failure

LICENSES

Florida Real Estate Licensee 1981

Florida Real Estate Broker 1989

Florida State-certified residential real estate appraiser RD 1539 **1992**

QUALIFICATIONS OF**JOY HEARN, SRA**

(Continued)

DESIGNATIONS**SRA Designation – Certified, Appraisal Institute**

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. SRA's who meet the minimum standards of this program are awarded periodic educational certification. Joy Hearn is currently certified under this program.

CFE (Certified Florida Evaluator for use in Florida Government offices only)

COURTROOM EXPERIENCE

Expert Witness Broward County Florida

Expert Witness Palm Beach County Florida

EDUCATION

B.A. University of Akron, Akron, Ohio

Coursework at Masters Level at Florida Atlantic University

APPRAISAL EDUCATION

Numerous courses completed for the SRA designation.

This included both residential and commercial course work.

Am currently certified with the Appraisal Institute

PUBLIC SPEAKING

Speeches to members of various Real Estate Offices

Palm Beach Town Council

Palm Beach Zoning Commission

Palm Beach Civic Association

Palm Beach Rotary Club

National Association of Professional Mortgage Women

Palm Beach Board of Realtors

TELEVISION APPEARANCES

South Florida Business Report

Nationally televised Current Affair

QUALIFICATIONS OF

JOY HEARN, SRA

(Continued)

CONVENTION SEMINAR APPEARANCES

Appraisal Institute Summer Conference
Washington DC 1997
IAAO International Convention Las Vegas Nevada 1999
IAAO International Convention Edmonton Canada 2000
Florida IAAO Spring Conference April 2001
IAAO International Convention Los Angeles California 2002
Appraisal Institute Summer Conference Seattle Washington July 2005
FNC 2005 AP Users Conference – General Session Speaker August 2005
IAAO International Convention Orlando Florida 2010

PROFESSIONAL OFFICE

Elected 1990 President of the 220 member Palm Beach County Society of Real
Real Estate Appraisers (Now the Appraisal Institute)

PUBLICATIONS

“Two Appraisal Associations Unite”, Notes and Deeds Published quarterly by the National
Association of Professional Mortgage Women Oct. 1990

“How to Analyze Land Values in the Luxury Market”, Appraisal Journal July 1999

“It’s the Dirt That Counts”, Assessment Journal July/August 2000

NATIONAL AWARDS

Appraisal Journal Editorial Board Award for Outstanding Residential Article (1999)
Awarded April 2000

APPOINTMENTS

Appointed Special Magistrate by the Value Adjustment Board for Pinellas Co., FL '05,'06, '07,'08 '09, 2010,
2011, 2012,2013
Appointed Special Magistrate by the VAB for Palm Beach Co., FL 2005,'06,'07, '08, '09,'10,
Appointed Special Magistrate by the Value Adjustment Board for Lee Co.,FL 2006, '07,'08,'09,'10,'11,'12,'13
Appointed Special Magistrate by the Value Adjustment Board for Martin Co., FL 2007,'08,'10,'11
Appointed Special Magistrate by the Value Adjustment Board for Broward County for 2011, 2012,2013

**Verbatim Transcript - Testimony of Diane Jenkins -
Town Council Meeting of February 13, 2001
Re: Item XII. Public Hearings, B. Landmark Designation of 444 North Lake Way,
Resolution No. 9-01**

JENKINS: In August of 1997 I was asked by the Preservation Commission to do a report on the impact of landmarking on property values in Palm Beach, because at that point they were getting tremendous resistance from property owners to landmark properties, and it was very interesting to learn, over looking at sales through the 1990-1997 time period, that many properties benefitted in value from landmarking. People felt there was a certain prestige to it. There were a lot of other - - there were some tax advantages, and I'm abbreviating this for you, but at that time I also had done a presentation for the Council, and I know everyone received a copy of it back in 1997. But, the study made it also very clear that the time that landmarking creates a detrimental impact is when you reach certain property values and certain property types, and LaRonda clearly fits into those types. Once you get over a - - at that time, this was '97 - the numbers may have changed a little bit, but at that time if you hit a \$4 million price, then landmarking became a detrimental impact, and it was difficult to determine the exact percentage back then looking at the numbers, but it was clear that when people are spending anything in the upper range of values they want the freedom and the ability to make their own decisions, many of which is to keep the property and to keep the house and maintain it exactly as it is, but they want that opportunity. From doing recent research, and looking at various units of comparison, which is what appraisers do, I did an analysis to see could I make any

kind of an analysis for LaRonda as to what would this do to their property value, should this be landmarked, and it's very clear that in this price range, and now you know, you're looking at a much higher number – certainly double, at a minimum; the \$4 million, and far above that - - but once you get into this kind of number, yes, there is definitely a negative impact to the value, and the numbers are significant, and I think you're looking at easily a 25% impact to value, so you're looking at something that can be in excess of \$2 million as a negative impact. I'd love to tell you in more detail, but I'm given a restriction, so I'd be happy to answer any questions.

FRANK: Ms. Jenkins, you stated for the record that you were asked by the Preservation Commission to do this question and to do a report. I don't believe the Preservation Commission asked you anything. I believe you were working for the Preservation Foundation, and that's a totally different entity. I don't want this audience to think that the Town sponsored or endorsed your study.

JENKINS: You're absolutely right. It was for the Preservation Foundation of Palm Beach. That is correct.

****End of verbatim transcript****

se/2-14-2001/Tape 3/TC 2-13-2001

CONTRACT
CANCELED

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR
PARTIES: Arthur L. Williams, Jr. and Angela H. Williams

agrees that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract");

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 1545 North Ocean Way, Palm Beach, FL 33480
(b) Property is located in: Palm Beach County, Florida. Real Property Tax ID No: 58-43-42-34-02-000-0030
(c) Real Property: The legal description is Lots 5, 6 and 7 Boca Raton Company's Tract according to the Plat Book 12, Page 15, Public Records Palm Beach County, Florida.
(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items attached with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract:
(e) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), security gate and other access devices, and storm shutters/panels, smoke detectors(s), garage door opener(s), Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
(e) The following items are excluded from the purchase:

2. PURCHASE PRICE (U.S. currency):

(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 37,500.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (1) ☐ accompanied offer or (2) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (1) SHALL BE DEEMED SELECTED.
Escrow Agent Information: Name: [REDACTED]
Address: [REDACTED]
B-mail: [REDACTED] Phone: [REDACTED]
Fax: [REDACTED]

(b) Additional deposit to be delivered to Escrow Agent within 30 (if left blank, then 10) days after Effective Date.
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8. \$ 3,500,000.00
(d) Other: [REDACTED]

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire \$ 33,900,000.00
transfer or other COLLECTED funds. 30 days after Effective Date.
NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD 8.

TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE: 29
(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before May 29, 2014, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.
Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").
CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on July 1st, 2014. ("Closing Date"), at the time established by the Closing Agent.

EXTENSION OF CLOSING DATE:
(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, but to exceed 7 days.

[Signature]

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (1) disruption of utilities or other services essential for Closing or (2) Hazard, Wind, Flood or Homeowners' Insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' Insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (If left blank, then 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. **OCCUPANCY AND POSSESSION:**
(a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenants. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof, shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. **POST-CLOSING OCCUPANCY BY SELLER.**

7. **ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

8. **FINANCING:**
☒ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.
☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA/VA or ☐ other _____ (describe) loan on the following terms within _____ (If left blank, then 30) days after Effective Date ("Loan Commitment Date") for (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (If left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (If left blank, then 30) years ("Financing").

Buyer shall make mortgage loan application for the Financing within _____ (If left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.
Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract up to the earlier of:

- i. Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract; or
 - ii. 7 days prior to Closing Date.
- If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing contingency shall be deemed waived by Buyer.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

Seller's Initials _____

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- ☐ (c) Assumption of existing mortgage (see rider for terms).
☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

9. CLOSING COSTS, TITLE INSURANCE, FEES AND CHARGES

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (If Paragraph 9(c)(i) is checked)
- Title search charges (If Paragraph 9(c)(ii) is checked)
- Other: _____
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (If Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (If Paragraph 9(a)(ii) is checked.)

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search, municipal lien search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below

- (CHECK ONE):
- ☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or
- ☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or
- ☐ (iii) MIAMI-DADE/BROWARD REGIONAL PROVISION: Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for release of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premiums for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) HOME WARRANTY: At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (CHECK ONE):

- ☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- ☒ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

Buyer's Initials: _____

Seller's Initials: _____

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be protected pursuant to STANDARD K.

10. DISCLOSURES:

DISCLOSURES

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purpose is below minimum flood elevation or is ineligible for flood insurance through the National Flood Insurance Program, Buyer may terminate this Contract by delivering written notice to Seller within ____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-Waters 2012) may phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

11. PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

Buyer's Initials

Seller's Initials

- 232 12. **PROPERTY INSPECTION; RIGHT TO CANCEL:** Buyer shall have 20 (if left blank, then 15)
233 (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 20 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
234 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion,
235 that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of
236 such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the
237 Deposit paid shall be returned to Buyer; thereupon, Buyer and Seller shall be released of all further
238 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections,
239 for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide
240 Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination
241 of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical
242 condition of the Property and any violation of governmental, building, environmental, and safety codes,
243 restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer
244 shall be responsible for any and all repairs and improvements required by Buyer's lender.
245 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date
246 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through
247 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
248 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
249 Maintenance Requirement and has met all other contractual obligations.
250 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
251 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer
252 all plans, written documentation or other information in Seller's possession, knowledge, or control relating to
253 improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate
254 in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit
255 issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or
256 other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared,
257 but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any
258 money.
259 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option
260 and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
261 to Buyer.
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264 13. **ESCROW AGENT AND BROKER**

265 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
266 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
267 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
268 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may
269 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or
270 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the dispute until
271 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the
272 rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute.
273 An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all
274 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of
275 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
276 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,
277 arbitration, interpleader or an escrow disbursement order.
278 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
279 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
280 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
281 Agent shall not be liable to any party or person for non-delivery of any escrowed items, unless such non-delivery is
282 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
283 or termination of this Contract.

284 14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property
285 condition, square footage, and all other facts and representations made pursuant to this Contract and to consult
286 appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the
287 Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on
288 the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
289 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
290 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE
291 FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE
292 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

Buyer's Initials

Florida Realtors/Florida Bar

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1 per document by © Deedy-Peters Inc., 2014 (904) 752-5525 (9/27/2014 12:27:41)

Seller's Initials

Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; and (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or either at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

Buyer's Initials

Seller's Initials

assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none
prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified
in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable
Title Standards adopted by authority of The Florida Bar and in accordance with law.
(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment
in writing specifying defect(s), if any, that render title unmarketable. If no such notice is received by Seller
delivered to Buyer less than 5 days after receipt of Title Commitment, then title shall be deemed marketable.

Buyer, less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt of Seller's notice to take reasonable diligent efforts to remove defects. If Seller fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is, if Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract and receive a reasonable diligent effort. Seller is unable to timely cure defects and Buyer shall receive a refund of the Deposit under this Contract.

1. **INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property is feasible in accordance with STANDARD A without exception for lack of legal right of access.

2. **LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer a list of all tenants, occupants, or occupants(s) specifying nature and duration of occupancy, rental rates, and terms of lease, and shall be furnished to Buyer.

LIENS: Seller shall furnish to Buyer at Closing an affidavit stating that Seller is not aware of any liens, claims or potential liens known to Seller against the Real Property for 90 days prior to the date of this Contract. Seller shall, at Closing, deliver and

Time for acceptance and Effective Date as set forth in Paragraph 3, any time periods shall be used in computing time periods. Time is of the essence in this Contract.

Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual delays, wars, insurrections, acts of terrorism, and any other cause not reasonably foreseeable by Seller, and which, by exercise of reasonable diligent effort, the Seller cannot reasonably avoid or overcome. All time periods, including time for performance under this Contract, shall be extended if performance is delayed, caused or prevented by any of the above causes.

11-12724-11

Seller's Indication

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of lease. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon COLLECTION of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD I shall be waived, and Closing Agent shall, subject to COLLECTION of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty (including a walk-through or follow-up walk-through if necessary) prior to Closing, ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 1.5% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

Buyer's Initials

Seller's Initials

Page 2 of 11

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:

Neither this Contract nor any notes of it shall be recorded in any public records. This Contract shall be binding on, and issue to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall be in the county in which the Real Property is located.

V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$500,000 or less.

(i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and certifying Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement(s) and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

Buyer's Initials: _____ Seller's Initials: _____

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8283 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(f). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

☐ A. Condominium Rider	☐ L. RESERVED	☐ R. Rezoning	☐ Y. Seller's Attorney Approval
☐ B. Homeowners' Assn.	☐ M. Defective Drywall	☐ S. Lease Purchase/Lease Option	☐ Z. Buyer's Attorney Approval
☐ C. Seller Financing	☒ N. Coastal Construction Control Line	☐ T. Pre-Closing Occupancy by Buyer	☐ AA. Licensee-Personal Interest in Property
☐ D. Mortgage Assumption	☐ O. Insulation Disclosure	☐ U. Post-Closing Occupancy by Seller	☐ BB. Binding Arbitration
☐ E. FHA/VA Financing	☒ P. Lead Based Paint Disclosure (Pre-1978 Housing)	☐ V. Sale of Buyer's Property	☐ Other _____
☐ F. Appraisal Contingency	☐ Q. Housing for Older Persons	☐ W. Back-up Contract	
☐ G. Short Sale		☐ X. Kick-out Clause	
☐ H. Homeowners' Flood Ins.			
☐ I. RESERVED			
☐ J. Interest-Bearing Acct.			
☐ K. RESERVED			

20. ADDITIONAL TERMS: Seller shall close out any open building permits prior to the Closing Date.

Buyer elects to make this a net contract and pay the Seller's closing costs of real estate commission, documentary stamp tax and title insurance premium with a corresponding reduction in the Purchase Price.

Portion of the Purchase Price to personal property. Amount to be mutually agreed upon between the parties.

Seller shall give access to the property with 24 hours notice within the Inspection Period and if the Buyer elects to proceed with the closing, until the Closing Date.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

Buyer's Initials _____

Seller's Initials _____

585 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
586 TO BE COMPLETED.

587* Buyer: _____ Date: _____

588* Buyer: _____ Date: _____

589* Seller: Arthur L. Williams Date: _____

590* Seller: Angela H. Williams Date: _____

591 Buyer's address for purposes of notice

Seller's address for purposes of notice

592* _____
593* _____
594* _____

595 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
596 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
597 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
598 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
599 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
600 made by Seller or Listing Broker to Cooperating Brokers.

601* _____
602 Cooperating Sales Associate, if any

Listing Sales Associate

603* _____
604* Lawrence A. Moens 2.5%
605 Cooperating Broker, if any

Sotheby's International Realty 2.5%
Listing Broker



Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

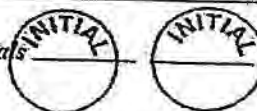
If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between

Arthur L. Williams, Jr. and Anglea H. Williams (SELLER)
and [REDACTED] (BUYER)

concerning the Property described as Lots 5, 6 and 7 Boca Ratone Company's Inlet
according to the Plat Book 12, Page 15, Public Records Palm Beach
County, Florida.

Buyer's Initials [REDACTED]

Seller's Initials



N. COASTAL CONSTRUCTION CONTROL LINE

The Real Property which is the subject of this Contract is or may be located either partially or totally seaward of the Coastal Construction Control Line ("CCCL"), as defined in Section 161.053 F.S. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Real Property at or prior to the Closing, unless Buyer waives this requirement in writing. This Property may be in the Coastal Building Zone ("CBZ") and therefore be subject to governmental regulation.

☒ Buyer waives the right to receive a CCCL affidavit or survey.

☐ Buyer requests a CCCL affidavit or survey within the time allowed to deliver evidence of title.

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



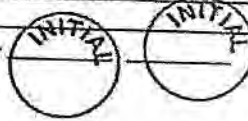
If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between

Arthur L. Williams, Jr. and Angela H. Williams (SELLER)
and [REDACTED] (BUYER)

concerning the Property described as Lots 5, 6 and 7 Boca Ratone Company's Inlet
according to the Plat Book 12, Page 15, Public Records Palm Beach
County, Florida.

Buyer's Initials [REDACTED]

Seller's Initials



P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- ☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller (CHECK ONE BELOW):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
- ☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- (c) Buyer has received copies of all information listed above.
- (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Buyer has (CHECK ONE BELOW):
- ☒ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Arthur L. Williams
SELLER

DATE

[REDACTED]
BUYER

[REDACTED]
DATE

Angela H. Williams
SELLER

DATE

[REDACTED]
BUYER

[REDACTED]
DATE

Lawrence A. Moens
Listing Licensee

DATE

Sotheby's International Realty
Selling Licensee

[REDACTED]
DATE

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.



Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between

Arthur L. Williams, Jr. and Angela H. Williams (SELLER)

and [REDACTED] (BUYER)

concerning the Property described as Lots 5, 6 and 7 Boca Ratone Company's Inlet
according to the Plat Book 12, Page 15, Public Records Palm Beach
County, Florida.

Buyer's Initials [REDACTED]

Seller's Initials



N. COASTAL CONSTRUCTION CONTROL LINE

The Real Property which is the subject of this Contract is or may be located either partially or totally seaward of the Coastal Construction Control Line ("CCCL"), as defined in Section 161.053 F.S. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Real Property at or prior to the Closing, unless Buyer waives this requirement in writing. This Property may be in the Coastal Building Zone ("CBZ") and therefore be subject to governmental regulation.

☒ Buyer waives the right to receive a CCCL affidavit or survey.

☐ Buyer requests a CCCL affidavit or survey within the time allowed to deliver evidence of title.

ADDENDUM TO CONTRACT

This Addendum to Contract (this "Addendum") is made by and between the undersigned parties and amends that certain Contract for Sale and Purchase (the "Contract") between Seller (as set forth below) and Buyer (as set forth below) for the real property located at 1545 North Ocean Way, Palm Beach, Florida 33480 (the "Property").

1. **Conflict.** In the event of any conflict between the terms of this Addendum and the terms of the Contract, then the terms of this Addendum shall control. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Contract.
2. **Landmarks Designation Contingency.** Seller has disclosed to Buyer that the Property is currently subject to a pending Landmarks Designation (the "Landmarks Designation") by the Town of Palm Beach and that the hearing by the Town of Palm Beach Landmarks Preservation Commission (the "Landmarks Commission") to decide on the Landmarks Designation is scheduled for November 19, 2014. The Landmarks Designation decision by the Landmarks Commission may be appealed to the Town of Palm Beach Town Council (the "Town Council") at its December 10, 2014, meeting. The sale of the property covered by the Contract is expressly subject to the Landmarks Commission, and if need be the Town Council, turning down the Landmarks Designation for the Property. Seller agrees to use reasonable efforts before the Landmarks Commission, and if need be before the Town Council, to have the Property turned down for Landmarks Designation. If the Landmarks Designation is not turned down by the date of the December 10, 2014, Town Council meeting, Buyer shall have the option of terminating the Contract and receiving the return of Buyer's Deposit. Notice of such election to terminate must be made in writing and given no later than five (5) business days following Seller's written notice to Buyer of the final decision regarding Landmarks Designation. Notice of Buyer's election to terminate may be mailed by certified mail, return receipt requested, faxed, e-mailed, or hand delivered to Seller or Seller's attorney. It shall be effective on the date mailed if sent by certified mail, or on the date delivered if by facsimile, by e-mail, or by and hand delivery. If the Landmarks Commission or the Town Council postpones the hearing through no request of Seller, then the date for Seller to have the Landmarks Designation turned down and the Closing Date called for in the Contract shall each be delayed by the period of postponement.
3. **Landmarks Designation Expenses.** Buyer shall reimburse Seller for any and all costs that Seller expends in contesting the Landmarks Designation by the Landmarks Commission and the Town Council up to a maximum amount of \$75,000. Such costs shall include attorneys' fees and costs, consultants' fees and costs, appraisal fees and costs, and any other expenses reasonably incurred to contest such Landmarks Designation, including but not limited to postage, photocopying, travel, and consultants' hotel costs. Such reimbursement to Seller shall be made whether or not the Landmarks Designation is granted or turned down, and shall be made promptly after a final decision is reached either at the Landmarks Commission or Town Council level. The obligation of Buyer hereunder shall survive termination of the Contract.

4. **Facsimile and Electronic Signatures.** A legible facsimile or electronic (including "pdf") copy of this Addendum and the Contract and any signatures thereon shall be considered for all purposes as originals.

Seller:

Arthur Williams
Date: May __, 2014

Angela Williams
Date: May __, 2014

Buyer:



Fw: Landmark Designation for the Williams Residence at 1545 North Ocean Way, Palm Beach

Cheryl Kleen to Patricia Gayle-Gordon

12/04/2014 03:13 PM

From: Cheryl Kleen/PalmBeach
To: Peter B Elwell/PalmBeach@PalmBeach, John Page/PalmBeach@PalmBeach, jrandolph@jones-foster.com
Cc: Anne Boyles/PalmBeach@PalmBeach, Patricia Gayle-Gordon/PalmBeach@PalmBeach
Date: 12/04/2014 03:09 PM
Subject: Fw: Landmark Designation for the Williams Residence at 1545 North Ocean Way, Palm Beach

From: Guy Rabideau <grabideau@rabideau-law.com>
To: "gconiglio@townofpalmbeach.com" <gconiglio@townofpalmbeach.com>, "wdiamond@townofpalmbeach.com" <wdiamond@townofpalmbeach.com>, "rkleid@townofpalmbeach.com" <rkleid@townofpalmbeach.com>, "mpucillo@townofpalmbeach.com" <mpucillo@townofpalmbeach.com>, "ptownsend@townofpalmbeach.com" <ptownsend@townofpalmbeach.com>, "rwidrick@townofpalmbeach.com" <rwidrick@townofpalmbeach.com>
Cc: "jsgarner@illinois.edu" <jsgarner@illinois.edu>, "angelapaints1@yahoo.com" <angelapaints1@yahoo.com>
Date: 12/04/2014 10:01 AM
Subject: Landmark Designation for the Williams Residence at 1545 North Ocean Way, Palm Beach

Dear Madam Mayor and Members of the Town Council:

At the December 10, 2014 Town Council meeting, you will be deciding on the potential landmark designation of the home of Angela and Arthur Williams, located at 1545 North Ocean Way. I represent Mr. and Mrs. Williams, who firmly believe that their home does not meet the criteria for landmark designation for several reasons, including that: (a) the house was not well designed and reflects an inferior work of the architect; (b) the house has had extensive changes and additions over the years and no longer reflects the architect's original design; (c) originally designed as a casual beach house, the beach and dunes have grown so much since construction that the beach cannot currently be seen and only a sliver of the ocean can currently be seen from the house; (d) there is a lack of public benefit to a landmark designation of the home since the public cannot see any of it from the road and only the roof (which has been changed) can be seen from the public portion of the beach; and, (e) the house does not otherwise meet the landmark designation criteria of the Town's ordinances.

We will be presenting witnesses at the hearing, but believe that it would be helpful to your decision making process if you could view the home in advance of the meeting and, if you had the opportunity, to review the Response to the Landmark Designation Report prepared by our consultant.

If you are able to view the house, please call Mr. and Mrs. Williams directly at 842-9701 to set up a time that is convenient for you, and they will be happy to show you their home. If you have to leave a message, please leave a couple of times that are convenient for you so that they can call you back.

If, after reviewing the attached Response to the Landmark Designation Report, you have questions of the consultant, Dr. John Garner, please feel free to call Dr. Garner directly at 217-778-3662. Dr. Garner will be testifying at the Town Council meeting, but your prior review of this Response may keep things moving at the Town Council meeting.

We appreciate your consideration of this matter. Thank you.

Guy Rabideau

RABIDEAU LAW

PAIM BEACH · TORONTO

GUY RABIDEAU, ESQ.

Florida Bar Board Certified in Real Estate Law

Rabideau Law

400 Royal Palm Way, Suite 404

Palm Beach, Florida 33480

direct: 561.402.7411

main : 561.655.6221

fax : 561.655.3221

grabideau@rabideau-law.com

rabideau-law.com

This message may contain confidential information or attorney work product. If you receive this in error, any review, dissemination or copying is strictly prohibited. Please contact me immediately by return email or phone and delete this message and any attachments from your system. Thank you.

Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of: (1) avoiding penalties under the Internal Revenue Code; or, (2) promoting, marketing or recommending to another party any matters addressed herein.



1545 N. Ocean Way - Response to the Landmark Designation Report.pdf

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Old Business

Agenda Title

SITE PLAN REVIEW #13-2014 WITH SPECIAL EXCEPTIONS AND VARIANCES (MODIFIED)

The application of T3 Family Investment, LLC; relative to property commonly known as **221 & 231 Royal Poinciana Way, Sunset Avenue, 214 Sunset Avenue, 216 Sunset Avenue**; described as Lengthy Legal Description on file; located in the C-TS Zoning District. The applicant is requesting site plan approval to construct a two (2) story 73,214 square foot mixed commercial and residential use condominium development with 47,331 square foot sub-basement with 100 underground parking spaces totaling 120,545 square feet, 26,204 square feet of commercial space on the first floor and six (6) residential units on the second floor.

Special exception approvals requested are as follows:

1. to allow residential tenancy above the first floor, as required by Section 1109(a)(3) for six (6) condominium units;
2. to allow two (2) stories as required by Section 134-1113(8)(c);
3. to allow Testa's Restaurant to occupy 3,000 square feet of gross leasable area as required by Section 134-1109 (a)(11);
4. to allow outdoor seating for 60 outdoor seats for Testa's Restaurant as required by Section 134-1109(1)(11) and 134-1111(a).

Variances being requested are as follows:

- a. to allow underground parking facilities in sub-basement to extend on the south, west, north and east sides, into required setbacks. Proposed setbacks from property line range from 0.0 feet on the east, 4.2 feet on the south, 1.2 feet on the west and 4.1 feet on the north, all in lieu of the minimum 5 feet as required in Section 134-2179(a);
- b. to allow portions of the underground parking sub-basement to be paved for walkways and equipment pads in lieu of being landscaped as required in Section 1324-2179(a);
- c. to allow a total of 100 off-street parking spaces in lieu of the required

- 178 off street parking spaces as required by Section 134-2175;
- d. to allow parking stall width to be 8.5 feet in lieu of the 9.0 feet minimum required by Section 1324-2172 due to accommodate structural columns required for the sub-basement;
 - e. to allow one (1) loading bay in lieu of two (2) minimum required for the proposed 120,525 square foot building required by Section 134-2211(a);
 - f. to allow for the location of a loading zone in a required front yard, contrary to Code Section 134-2211(b);
 - g. to allow a building with a building height in excess of 15 feet (actual building height 30.0 feet) with front yard setbacks of 3.25 feet on Royal Poinciana Way and 3.75 feet on Sunset Avenue in lieu of 12.5 foot minimum as required by Code Section 134-1113(5)(d) in lieu of 12.5 foot minimum as required by Code Section 134-1113(5)(d);
 - h. to allow a building with a building height in excess of 15 feet (actual building height 30.0 feet) with side yard setbacks of 0 feet on the west side and 0 feet on the east side in lieu of 12.5 foot minimum required by Code Section 134-1113(6)(b);
 - i. to allow for the construction of a structure providing for a proposed pedestrian walkway total width of 3 feet of the required 5.0 feet on Royal Poinciana Way and 9 feet on Sunset Avenue in lieu of 5 foot minimum required on the applicant's property of the total 10 feet of required sidewalk width, as required by Code Section 134-1113(5)(c);
 - j. to allow a building height of 30.0 feet in lieu of the maximum allowed 25.0 feet as required by Section 134-1113(8)(b). The request is to have the increase in height at six specific locations over the entrances to the Via and on interior of Via;
 - k. to allow an overall building height of 39.0 feet in lieu of the maximum allowed 35.0 feet as required by Section 134-1113(8)(d). The request is to obtain an increase in height at six specific locations;
 - l. to allow a maximum building length of 251.75 feet in lieu of the maximum allowed 150 feet allowed per Section 134-1113(10)(b);
 - m. to allow for a landscaped open space of 7.4% in lieu of the minimum 25% required by Section 134-1113(11)(b);
 - n. to allow front yard landscaped open space of 14.1% along Royal Poinciana Way and 33.9% along Sunset Avenue in lieu of the minimum 35% required by Section 134-1113(11)(c);
 - o. to allow a two (2) story building to be 120,525 square feet in lieu of the maximum allowed 15,000 square feet as required by Section 134-1113(12)(b);
 - p. to allow a sign with a height of 18.75 feet in lieu of the first floor

elevation of the building or 15 feet, whichever is lower, as required by Code Section 134-2440 (c).

- q. to allow a lot coverage of 89.5% in lieu of 70% maximum allowed by Code Section 134.1113(9)(b).

[Attorney: Francis X. J. Lynch]

[Architectural Commission Recommendation: Deferred the project to the November 14, 2014 ARCOM meeting.]

Request for Deferral to the January 14, 2015, Town Council Meeting

Deferred from the October 15, 2014, and November 12, 2014, Town Council Meetings

Presenter

John S. Page, Director of Planning, Zoning, and Building

Supporting Documents

- [Letter Dated November 14, 2014, from Francis X. J. Lynch](#)

The Law Offices of
BRETON, LYNCH, EUBANKS & SUAREZ-MURIAS, P.A.

Peter L. Breton
Francis X. J. Lynch
John R. Eubanks, Jr.
Marta M. Suarez-Murias
Robert J. Sniffen – Of Counsel

www.blesmlaw.com
Sender's Direct Line: (561) 721-4004
E-Mail: flynych@blesmlaw.com

605 North Olive Avenue, 2nd Floor
West Palm Beach, FL 33401
Phone: (561) 721-4000
Facsimile: (561) 721-4001

November 14, 2014

VIA E-MAIL

Mr. Paul Castro
Town of Palm Beach
360 South County Road
Palm Beach, Florida 33480

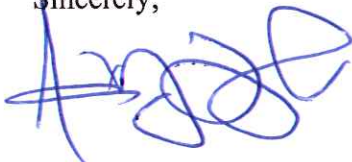
Re: T3 Family Investments LLC
Site Plan Review 13-2014 w/Special Exceptions and Variances

Dear Paul:

With regard to the above, T3 Family Investments would like to defer this application to the January 14, 2015, Town Council meeting. The basis for this request is that ARCOM has deferred this matter to its next meeting and has not made its recommendation to Town Council.

Thank you for your assistance in this matter. Should you have any questions or comments in this regard, please feel free to contact me.

Sincerely,



FRANCIS X. J. LYNCH

FXJL/kh

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Old Business

Agenda Title

SPECIAL EXCEPTION #20-2014 The application of Henry Harris III, Manager; relative to property commonly known as **214 El Brillo Way**; described as Lot 27, SUPPLEMENTARY PLAT OF EL BRAVO PARK, a subdivision according to the plat thereof recorded at Plat Book 9, Page 9, in the Public Records of Palm Beach County, Florida; located in the R-A Zoning District. The applicant is requesting special exception approval to allow two sliding gates (one at each entrance) on El Brillo Way (which is a dead end street) with an 8.5 foot setback from the street pavement in lieu of the 18 foot minimum required on a dead end street. [Attorney: Maura Ziska]

Request for Deferral to the January 14, 2015 Town Council Meeting, Per Letter Dated December 3, 2014, from Maura A. Ziska.

Deferred from the October 15, 2014, and November 12, 2014, Town Council Meetings

Presenter

John S. Page, Director of Planning, Zoning, and Building

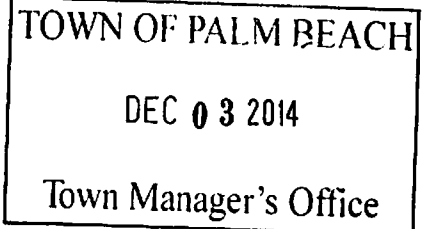
Supporting Documents

- [Letter Dated December 3, 2014, from Maura A. Ziska](#)

KOCHMAN & ZISKA PLC**Ronald S. Kochman*****Maura A. Ziska****Marvin S. Rosen, Counsel***

*Also admitted in New York

*Also admitted in Michigan

Esperanté**222 Lakeview Avenue, Suite 1500
West Palm Beach, Florida 33401****Telephone: (561) 802-8960****Facsimile: (561) 802-8995****VIA FACSIMILE: 561-838-5411****December 3, 2014****Mayor and Town Council
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480****RE: Special Exception 20-2014 – 214 El Brillo, Palm Beach, Florida****Dear Mayor and Town Council:**

Please defer the above referenced matter from the **December 10, 2014** Town Council agenda to the **January 14, 2015** Town Council agenda. The reason for the deferral is to allow the contractor time to stake out the new size of the drive way for the applicant. Please call me if you have any questions or comments with the foregoing. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Maura Ziska".

Maura A. Ziska**MAZ/jch****cc: Paul Castro
Andres Paradelo
00026107.DOC**

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Old Business

Agenda Title

VARIANCE #43-2014 The application of Jungle Road, LLC (H. William Perry, Manager); relative to property commonly known as **120 Jungle Road**; described as Lengthy legal description on file; located in the R-A Zoning District. The Applicant is proposing to enclose a third floor balcony off the existing tower on the residence. The following variances are being requested: a building height plane setback of 51.3 feet in lieu of the 66.5 required building height plane setback for the tower element; and, a tower element to be 4.4% of the gross floor area of the residence in lieu of the 3.1% existing and the 1% maximum allowed in the R-A Zoning District. [Attorney: Maura Ziska]
[Architectural Commission Recommendation: Deferred the project to the November 14, 2014 ARCOM meeting.]

Request for Deferral to the January 14, 2015, Town Council Meeting Per Letter Dated November 14, 2014 from Maura A. Ziska.

Deferred from the September 10, 2014, October 15, 2014, and November 12, 2014, Town Council Meetings

Presenter

John S. Page, Director of Planning, Zoning, and Building

Supporting Documents

- [Letter Dated November 14, 2014, from Maura A. Ziska](#)

KOCHMAN & ZISKA PLC

Ronald S. Kochman*

Maura A. Ziska

Marvin S. Rosen, *Counsel**

*Also admitted in New York

*Also admitted in Michigan

Esperanté

222 Lakeview Avenue, Suite 1500
West Palm Beach, Florida 33401

Telephone: (561) 802-8960

Facsimile: (561) 802-8995

VIA FACSIMILE: 561-838-5411

November 14, 2014

Mayor and Town Council
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

RE: Variance 43-2014 – 120 Jungle Road, Palm Beach, Florida

Dear Mayor and Town Council:

Please defer the above referenced matter from the **December 10, 2014** Town Council agenda to the **January 14, 2015** Town Council agenda. ARCOM, at its November 14, 2014 meeting, deferred this matter to the December 11th, 2014 ARCOM meeting. Please call me if you have any questions or comments with the foregoing. Thank you.

Sincerely,



Maura A. Ziska

MAZ/jch

cc: Paul Castro
client
00025932

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Old Business

Agenda Title

(i) **VARIANCE #44-2014** The application of Bricktop's Palm Beach (Joe Ledbetter, Owner); relative to property commonly known as **375 South County Road**; described as Lengthy legal description on file; located in the C-TS Zoning District. Request for a variance of twenty-two (22) off street parking spaces required for sixty-six (66) of the approved one hundred fifty seats in the restaurant. The applicant is required, as part of a special exception approval of all previous restaurants, to provide twenty-two (22) off street parking spaces with the Apollo parking lot. The applicant is requesting to eliminate that requirement. [Attorney: Maura Ziska]

(ii) BrickTop's Restaurant Operations: Six Month Review, Special Exception #21-2012, 375 South County Road
Request for Deferral to the January 14, 2015, Town Council Meeting Per Letter Dated December 1, 2014, from Maura A. Ziska.
Deferred from the June 11, 2014, September 10, 2014, and October 15, 2014, Town Council Meetings

Presenter

John S. Page, Director of Planning, Zoning and Building

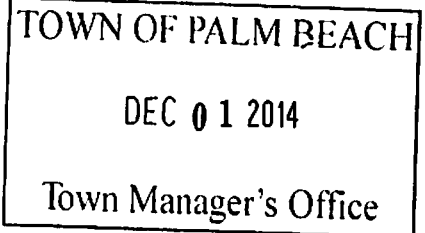
Supporting Documents

- [Letter Dated December 1, 2014, from Maura A. Ziska](#)

KOCHMAN & ZISKA PLC**Ronald S. Kochman*****Maura A. Ziska****Marvin S. Rosen, Counsel***

*Also admitted in New York

*Also admitted in Michigan

Esperanté**222 Lakeview Avenue, Suite 1500
West Palm Beach, Florida 33401****Telephone: (561) 802-8960****Facsimile: (561) 802-8995****VIA FACSIMILE: 561-838-5411****December 1, 2014****Mayor and Town Council
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480****RE: Variance 44-2014 – 375 S County Road, Palm Beach, Florida****Dear Mayor and Town Council:**

Please defer the above referenced matter from the **December 10, 2014** Town Council agenda to the **January 14, 2015** Town Council agenda. The earliest agenda we could place this variance submittal was the January 14, 2015 meeting. Please call me if you have any questions or comments with the foregoing. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Maura Ziska".

Maura A. Ziska**MAZ/jch****cc: Paul Castro
client
00026067**

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Old Business

Agenda Title

VARIANCE #49-2014 The application of David and Jeanne Daniel; relative to property commonly known as **322 Seaspray Avenue**; described as Lots 393 and 395 of Poinciana Park, an addition to the Town of Palm Beach, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida in Plat Book 6, Page 86; located in the R-B Zoning District. The applicant is proposing to demolish a 147 sq. ft. one-story portion of the rear of the house and construct a 487 square foot first floor and 305 square foot second floor addition (totaling 792 square feet) on the rear of the house for a master bedroom/bath expansion (2nd floor) and kitchen/family room expansion (1st floor) and to demolish and rebuild an existing 436 sq. ft. one story cabana in the same location. The following variances are being requested: a lot coverage of 37.55% in lieu of the 31.1% existing and the 30% maximum allowed in the R-B Zoning District; a cubic content ratio (CCR) of 6.43 in lieu of the 4.99 existing and 4.39 maximum allowed; a west side yard setback of 2.1 feet in lieu of the 2.1 foot setback existing and the 12.5 foot minimum required in the R-B Zoning District for a one story structure (to rebuild the cabana); a rear yard setback of 3.5 feet in lieu of the 2.7 foot existing setback and the 10 foot minimum required in the R-B Zoning District for a one story structure (to rebuild the cabana); a west side yard setback of 7.9 feet in lieu of the 12.5 feet minimum required for the one story portion of the addition; a west side yard setback of 9.5 feet in lieu of the 15 foot minimum required for the two story portion of the addition; an east side yard setback of 5.1 feet in lieu of the 12.5 feet minimum required for the one story portion of the addition; an east side yard setback of 7.9 feet in lieu of the 15 foot minimum required for the two story portion of the addition. [Attorney: Maura Ziska] [Landmark Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmark property. Carried 7-0.]

Request for Deferral to the January 14, 2015, Town Council Meeting

Per Letter Dated December 3, 2014, from Maura A. Ziska.

Deferred from the October 15, 2014, and November 12, 2014, Town Council Meetings

Presenter

John S. Page, Director of Planning, Zoning, and Building

Supporting Documents

- [Letter Dated December 2, 2014, from Jeffrey A. Cloninger](#)
- [Letter Dated December 3, 2014, from Maura A. Ziska](#)

JEFFREY A. CLONINGER
411 Brazilian Avenue
Palm Beach, Florida 33480

December 2, 2014

Dear Mayor and Town Council:

I have never written to the Council before to support or object to any issue dealing with variances, but I feel compelled to do so regarding your upcoming review of 322 Seaspray Avenue.

I was the listing broker for 322 Seaspray Avenue for the almost two years it sat on the market. In its present configuration of three small, ancient bedrooms with window unit air conditioners and one shared bath upstairs, it is the poster child for functional obsolescence. Had the lot been larger it would definitely have been marketed strictly as a "land deal." Because of the lot size and later the landmarking of the house, I was forced to find a buyer who would be willing and able to deal with this small, aging wood frame structure with the bad roof!

The Daniel family of Connecticut turned out to be the best possible buyers for rescuing this property, not to mention the tremendous visual boost the neighborhood will experience from this endeavor. The Daniels are willing to tackle renovation of a house that requires everything and to turn what has been a dilapidated old bungalow into an exemplary landmark renovation. The house is truly unlivable in its present state, not just due to the physical condition, but because of a floor plan that none of today's families would find workable.

I strongly support the Daniel's beautiful renovation plan for both the preservation of the house and the aesthetic enhancement of the neighborhood.

Sincerely,

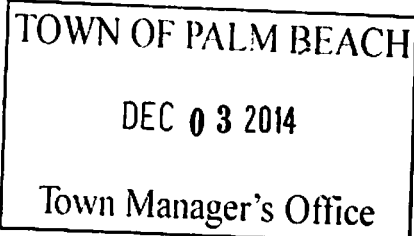


Jeff Cloninger

KOCHMAN & ZISKA PLC**Ronald S. Kochman*****Maura A. Ziska****Marvin S. Rosen, Counsel***

*Also admitted in New York

*Also admitted in Michigan

Esperanté**222 Lakeview Avenue, Suite 1500
West Palm Beach, Florida 33401****Telephone: (561) 802-8960****Facsimile: (561) 802-8995****VIA FACSIMILE: 561-838-5411****December 3, 2014****Mayor and Town Council
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480****RE: Variance 49-2014 – 322 Seaspray Avenue, Palm Beach, Florida****Dear Mayor and Town Council:**

Please defer the above referenced matter from the **December 10, 2014** Town Council agenda to the **January 14, 2015** Town Council agenda. The reason for the deferral is the project needs to be re-advertised as the plans have been changed. Please call me if you have any questions or comments with the foregoing. Thank you.

Sincerely,A handwritten signature in cursive script that reads "Maura Ziska".
Maura A. Ziska**MAZ/jch****cc: Paul Castro
client
00026072**

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Old Business

Agenda Title

VARIANCE #52-2014 The application of Stuart Kapp, Manager of North County Oceanview, LLC; relative to property commonly known as **589 North County Road**; described as The North 150 feet of that part of the South 263.8 feet of Governmental Lot 2, in Section 11, Township 43 South, Range 43 East, lying East of the County Road, a public street in the Town of Palm Beach, Florida, as now laid out and in use, together with the littoral rights appertaining thereto; located in the R-AA Zoning District. Requests a variance to construct a 220 square foot one story cabana with a 10 foot south side yard setback in lieu of the 30 foot minimum required in the R-AA zoning district. [Attorney: Maura Ziska]
Request for Deferral to the January 14, 2015, Town Council Meeting Per Letter Dated December 2, 2014, from Maura A. Ziska.
Deferred from the November 12, 2014, Town Council Meeting

Presenter

John S. Page, Director of Planning, Zoning, and Building

Supporting Documents

- [Letter Dated December 2, 2014, from Maura A. Ziska](#)

KOCHMAN & ZISKA PLC**Ronald S. Kochman*****Maura A. Ziska****Marvin S. Rosen, Counsel***

*Also admitted in New York

*Also admitted in Michigan

Esperanté**222 Lakewood Avenue, Suite 1500
West Palm Beach, Florida 33401****Telephone: (561) 802-8960****Facsimile: (561) 802-8995****VIA FACSIMILE: 561-838-5411****December 2, 2014****Mayor and Town Council
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480****TOWN OF PALM BEACH****DEC 02 2014****Town Manager's Office****RE: Variance 52-2014 – 589 N County Road, Palm Beach, Florida****Dear Mayor and Town Council:**

Please defer the above referenced matter from the **December 10, 2014** Town Council agenda to the **January 14, 2015** Town Council agenda. The reason for the deferral is to allow the applicant and architect to revise the plans. Please call me if you have any questions or comments with the foregoing. Thank you.

Sincerely,**Maura A. Ziska****MAZ/jch****cc: Paul Castro
client
Michael Perry
00026079**

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Old Business

Agenda Title

VARIANCE #53-2014 The application of Ronald Alvarez and Alice Ruth; relative to property commonly known as **210 Orange Grove Road**; described as The East 62.5 feet of Lot 33 and the West 60 feet of Lot 34, NEW SIEARS TRACT, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 16, Page 86; located in the R-B Zoning District. A variance is requested to convert a two-car garage into a family room that was done by a prior owner without zoning approval and without a building permit. If the above variance is granted, the applicant requests the following: the applicant is proposing to construct a 712 square foot one story, one-car garage addition. The following variances are being requested to build the proposed addition: to allow the construction of a one car garage in lieu of the required two car garage for a lot in the R-B Zoning District; a rear yard setback of 6.4 feet in lieu of the 10 foot minimum setback required in the R-B Zoning District; a side yard setback of 5 feet in lieu of the 12.5 foot minimum setback required in the R-B Zoning District. [Attorney: Maura Ziska]

[Architectural Commission Recommendation: Implementation of the proposed variance to enclose the garage will not negatively impact the architecture of the house. Carried 6-1 (Mrs. Vanneck dissenting). The proposed new two car garage which requires variances can be designed in an architecturally suitable manner on another portion of the subject property and conform to the zoning code without the need for the variances. Carried 7-0]

Request for Withdrawal Per Letter Dated December 2, 2014, from Maura A. Ziska

Deferred from the November 12, 2014, Town Council Meeting

Presenter

John S. Page, Director of Planning, Zoning, and Building

Supporting Documents

- [Letter Dated December 2, 2014, from Maura A. Ziska](#)

KOCHMAN & ZISKA PLC**Ronald S. Kochman*****Maura A. Ziska****Marvin S. Rosen, Counsel***

*Also admitted in New York

*Also admitted in Michigan

Esperanté**222 Lakeview Avenue, Suite 1500
West Palm Beach, Florida 33401****Telephone: (561) 802-8960****Facsimile: (561) 802-8995****VIA FACSIMILE: 561-838-5411**

December 2, 2014

Mayor and Town Council
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

TOWN OF PALM BEACH

DEC 02 2014

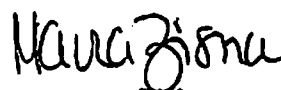
Town Manager's Office

RE: Variance #53-2014/210 Orange Grove Road, Palm Beach

Dear Mayor and Town Council:

Please withdraw the above referenced matter from the December 10, 2014 Town Council agenda. The client has decided to convert the family room back to a two (2) car garage. Please call me if you have any questions or comments with the foregoing. Thank you.

Sincerely yours,



Maura A. Ziska

MAZ/mr

cc: Paul Castro

Michael Perry

00026088.DOC

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - New Business

Agenda Title

(i) **VARIANCE #56-2014** The application of Ronald Kochman, Trustee of the 105 Clarendon Road Revocable Trust dated 6/20/2013; relative to property commonly known as **105 Clarendon Avenue**, described as lengthy legal description on file; located in the R-A Zoning District. The Applicant is requesting the following Variances to rebuild a landmark house that has been demolished beyond the threshold of 50 percent cubic volume. The requested variances are: a) to allow a west side yard setback ranging from 2.2 feet to 13.9 feet in lieu of the 30 foot minimum required for lots in excess of 60,000 square feet; b) to allow for added overall height in a non-conforming side yard setback for the conversion of a section of flat roof to a sloping roof; c) to allow a street rear yard setback along South County Road ranging from 19.8 feet to 29.4 feet in lieu of the 35 foot minimum required; d) to allow a building height of 26.0 feet in lieu of the 25 foot maximum allowed. The Applicant is also requesting a waiver to allow demolition after December 1st for a period of one week after the demolition permit is issued. [Attorney: Maura Ziska, Esq.] [Landmark Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject landmark property: Carried 5-2, Ms. Hufty and Mr. Silvin opposed]

(ii) Demolition Time Exception - 105 Clarendon Avenue

Presenter

John S. Page, Director of Planning, Zoning, and Building

Supporting Documents

- [Memorandum Dated November 21, 2014 from John S. Page](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director of Planning, Zoning & Building

Re: Demolition Time Exception
105 Clarendon Avenue

Date: November 21, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council consider the application for variances at 105 Clarendon Avenue and, if it opts to approve said variances, that the Town Council authorize the immediate demolition of remaining wall segments (conditional upon approval from the Landmarks Preservation Commission of a Certificate of Appropriateness for such work). Section 18-112 of Town Code prohibits demolition between December 1 and March 1 of each year unless specifically authorized by the Council.

GENERAL INFORMATION

The home at 105 Clarendon Avenue was designated as a local landmark in 1990. Owner Chuck Schumacher intends to restore/rebuild the 88 year-old home, much to its original character. He and his professional team presented initial COA plans to the Landmarks Preservation Commission in October of 2013, followed by submittals in February, July, September and November of 2014. A pending application, including additional demolition of the original structure, was considered by the Commission on November 19, but was deferred one month in order for revised plans to be prepared. Previous approvals by the Commission allow for extensive restoration and rebuilding, including elements of demolition, of the estate.

The issue of demolition, whether by structural collapse or deliberate intention, first surfaced at the property in July this year. The extent of demolition/roof removal exceeded 50% of the structure's cubic footage, thus triggering compliance with all current zoning code requirements. The non-conforming structure does not meet all setback and height requirements, thus prompting the owner to request Town Council variance approvals. The variances, if approved, authorize continuation of the nonconforming building footprints that have existed for many years (there will, however, be height and roof pitch changes). At its most recent meeting on November 19, the Landmarks Preservation Commission voted 6-1 that the proposed variances would not negatively impact the architecture of the landmarked home.

The owner is seeking COA approval from the Landmarks Preservation Commission to continue with additional demolition at the site. Several sections of the east and westerly facades, now in structural peril, have been temporarily shored to prevent collapse. If variance approval is secured from the Council, and if additional demolition approval is secured from the Landmarks Preservation Commission, then speedy demolition would be recommended. The Building Official and the owner's structural engineer have expressed safety concerns about prolonged shoring of unstable wall sections. It would be wise to complete the demolition, already in a state of partial completion, prior to March 2 (the date at which time demolition work may recommence on the Island without any special permission from the Town Council).

cc: Chuck Schumacher
Maura Ziska

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - New Business

Agenda Title

VARIANCE #58-2014 The application of Pamela Gottfried; relative to property commonly known as **748 Hi-Mount Road**, described as Lot 125 MARK RAFALSKY TRACT, according to the Plat thereof as recorded in Plat Book 11, Page 51, of the Public Records of Palm Beach County, Florida.; located in the R-B Zoning District. The Applicant is currently the owner of 748 Hi-Mount Road that was constructed in 1983 by her husband Robert Gottfried, who has since passed away. In 1983, after failing to get a variance for lot coverage and side yard setbacks for a 2 story home, Mr. Gottfried applied for a building permit to build a one story house with a basement level below and agreed at the time that the basement would not be used for “habitable purposes” thus making the residence a legal one story residence. In 1985 Mr. Gottfried applied for a variance to use the basement level for “habitable purposes” which would turn the home into a two story residence with non-conforming setbacks and lot coverage. The Town denied that request. In 1991, Mr. Gottfried requested three rooms in the basement to be converted to habitable space. The Town granted this request with the condition that Mr. Gottfried execute a recorded document that there could never be another story built onto the existing residence. Sometime after this construction, Mr. Gottfried built out more area outside of the basement under the pool deck that was not initially part of the basement (including a kitchen, movie theatre, billiard room, ice cream parlor, and office) without zoning approval or a building permit. All of the above mentioned acts occurred prior to the Applicant owning the property. In order to correct the past unauthorized work in the basement (lower level), the Applicant is requesting the following Variances to bring the current house into compliance: 1) a lot coverage of 49.9% in lieu of the 30% maximum allowed for a two story house; 2) a south side yard setback of 11.9 feet in lieu of the 15 foot minimum allowed for a two-story house; 3) a north side yard setback of 12.5 feet in lieu of the 15 foot minimum allowed for a two-story house. [Attorney: Maura Ziska, Esq.]

Presenter

John S. Page, Director of Planning, Zoning, and Building

Supporting Documents

- [E-mail Dated November 20, 2014, from Robert Baker](#)
- [Letter Dated November 17, 2014, from Dr. George S. Kantor](#)
- [Letter Dated November 21, 2014, from Isabel P. Furlaud](#)



FW: Zoning Application Variance #58-2014

Maura Ziska

to:

PGayle-Gordon@TownofPalmBeach.com, pcastro@townofpalmbeach.com

11/21/2014 02:05 PM

Hide Details

From: Maura Ziska <MZiska@floridawills.com>

To: "PGayle-Gordon@TownofPalmBeach.com" <PGayle-Gordon@TownofPalmBeach.com>, "pcastro@townofpalmbeach.com" <pcastro@townofpalmbeach.com>

1 Attachment



Variance_58-2014.pdf

Please see email below in support of the attached variance. Thanks. Maura

Maura A. Ziska, Esq.
Kochman & Ziska PLC
222 Lakeview Avenue, Suite 1500
West Palm Beach, FL 33401
561-802-8960 (telephone)
561-802-8995 (fax)

This electronic message transmission contains information from the law firm of Kochman & Ziska PLC which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited.

From: Maria Annunziata [<mailto:mannunziata@nrdc.com>] **On Behalf Of** Robert Baker

Sent: Thursday, November 20, 2014 1:14 PM

To: Maura Ziska

Subject: Zoning Application Variance #58-2014

Dear Maura:

Confirming that Christina and myself, the owners of 766 Hi-Mount Road have no objection to the Zoning Application for Variance #58-2014 requested by the owner of 748 Hi Mount Road, Pamela Gottfried.

Yours very truly,
Robert Baker

November 17, 2014

Honorable Mayor Gail L. Coniglio

And members of the Town Council, Palm Beach

360 S. County Road

Palm Beach, FL 33480

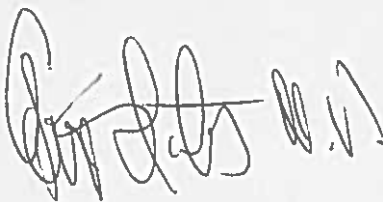
Re: 748 Hi- Mount Road, Palm Beach, FL/ Variance # 58-2014

Dear Madame Mayor and Members of the Town Council,

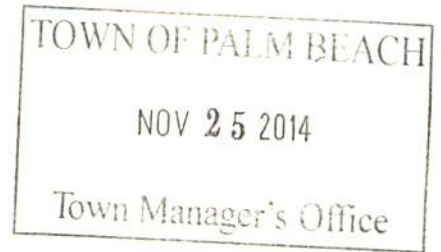
I am and have been a neighbor of the Gottfried's on 748 Hi-Mount Road over the last two decades. My address is 765 Hi-Mount Road, which is my primary residence that I constructed twenty five years ago.

I give my strongest support for the requested variance of Pam Gottfried. The variance requested will have no impact on our beautiful street and should be approved. Pam and her deceased husband Bob have been wonderful neighbors to myself and my family for the entire time we have been privileged to live on this street. Their home has always been beautifully maintained and is an example of Palm Beach living.

I remain respectfully,

A handwritten signature in dark ink, appearing to read "George S. Kantor, M.D.", with a stylized flourish at the end.

George S. Kantor, M.D



November 21, 2014

Honorable Mayor Gail L. Coniglio
And members of the Town Council, Palm Beach
360 S. County Road
Palm Beach, FL 33480

RE: 748 Hi-Mount Road, Palm Beach, FL / Variance # 58-2014

Dear Mayor Coniglio,

My husband, Dick and I have lived across the street from Pam Gottfried for over 20 years. The house is beautiful, it has been carefully landscaped and it truly is a masterpiece. They built the house with love and as their forever home. Unfortunately, with his early death that dream could not be realized.

Dick and I support the requested variance and hope you and the members of the Town Council will also join us in supporting her variance.

Sincerely,

Isabel P. Furlaud

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Other

Agenda Title

Consideration of Planning and Zoning Commission Record and Report Including Recommendations to Adopt:

- (i) a Housekeeping Item Relative to Rebuilding Non-Conforming Buildings or Structures that Contain Non-Conforming Uses; and
- (ii) an Ordinance and/or Charter Amendment to Require a Super Majority Vote of the Town Council for Approval of Variances, Zoning Changes, Zoning Text Amendments and Comprehensive Plan Amendments.

TIME CERTAIN: 11:00 A.M.

Presenter

John S. Page, Director of Planning, Zoning and Building

Supporting Documents

- [Memorandum Dated November 24, 2014 from John S. Page](#)
- [Planning and Zoning Commission Record and Reported Dated November 18, 2014](#)
- [Memorandum dated December 2, 2014, from John C. Randolph, Town Attorney](#)
- [Sample Ordinance Calling for Election](#)
- [Florida Statutes](#)
- [Scheduling Dates/Times for Election](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director, Planning, Zoning & Building Department

Re: Consideration of Planning and Zoning Commission Record and Report Regarding Recommendations on Two Study Items: 1) Changes Requiring a Super Majority Vote of the Town Council for Approval of Variances, Zoning Changes, Zoning Text Amendments and Comprehensive Plan Amendments; and 2) a Housekeeping Item Relative to Rebuilding Non-Conforming Buildings or Structures that Contain Non-Conforming Uses

Date: November 24, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council consider and provide direction on the following actions of the Planning and Zoning Commission:

1. Recommendation to amend Chapter 134, Zoning, relative to proposed zoning text amendments that would require four affirmative votes of the Town Council to approve variances, zoning text amendments, zoning modifications, zoning boundary changes and comprehensive plan amendments. An additional zoning text recommendation pertains to consistency language relative to nonconforming buildings and structures that contain non-conforming uses as identified in add/delete in this memorandum.
2. Recommendation to consider placing a question on the February 3, 2015 election day ballot asking the voters if the Town's Charter should be amended to require four affirmative votes of the Town Council to approve variances, zoning text amendments, zoning modifications, zoning boundary changes and comprehensive plan amendments.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its meeting of November 18, 2014, recommended by a

6-1 vote (Ms. Moore dissenting) that the Town Council authorize Staff to draft an ordinance incorporating the zoning changes as identified in add/delete format in this memorandum. In addition, the Commission recommended by a 4-3 vote (Ms. Moore, Ms. Mack and Mr. Crampton dissenting) that the Council authorize staff to work on a ballot question for the February 3, 2015 election which if approved the voters would require placement of similar language in the Town's Charter (See attached draft Planning and Zoning Commission Record and Report.)

GENERAL INFORMATION

The Planning and Zoning Commission recommended, with subsequent Town Council concurrence, that Staff explore modifications to the existing Zoning Code which would require a super majority vote to approve a Comprehensive Plan or Zoning text amendment, and/or changes which vary from existing land development regulations. The Zoning Code currently requires four affirmative Council votes to rezone property, but only three to amend the Town's Comprehensive Plan or Zoning Code text. Variances require three votes of the Town Council.

At its meeting on November 18, 2014, the Planning and Zoning Commission recommended that proposed amendments be made to Chapter 134, Zoning, requiring all comprehensive plan amendments and zoning text changes, zoning amendments or variance applications to receive four affirmative votes of the Town Council to be approved. Denial of any zoning application would continue to require only three votes of the Town Council.

Staff and the Town Attorney believe that all comprehensive plan amendments and zoning applications should have the same approval requirements. Staff recommended, and the Commission concurred, that there should be no distinction between which types of variances, comprehensive plan amendments or zoning text amendments would require three fifths vs. four fifths affirmative vote.

Staff recommended, and the Commission concurred, that there should be no change to the simple majority vote for approval of a Site Plan Review or Special Exception. Site Plan Review applications, without variances, have to meet all zoning code provisions. Special Exception applications, without variances, are permitted uses only allowed by Town Council if they meet the identified criteria. When variances are requested, however, each separate variance would require four affirmative votes for approval.

The Commission also discussed and recommended that the Council place a question on the February 3, 2015 ballot, which if passed by voters, would require the Town to add similar super majority language to the Town Charter. Their intent is to ensure that a Town Council could not change the recommended super majority vote requirement without a referendum. Please see the separate memorandum with attachments from Town Attorney Randolph that is included in this back-up package for consideration at the Town Council meeting on December 10, 2014.

Staff identified one additional housekeeping item relative to non-conforming buildings and structures. In 2011, the Town changed several Code provisions to allow for the reconstruction of a non-conforming building or structure at its original location, to its original size and configuration, if said building or structure was unintentionally damaged or destroyed. One Zoning Code section (now outdated) was inadvertently left unchanged. Staff recommends, and the Commission concurred, that the provision be modified to be consistent with the other 2011 changes.

The following proposed Zoning Ordinance changes in add/delete format are needed in order to accomplish the recommendations of the Planning and Zoning Commission. Please note that most of the following text is presently contained in the zoning code and is provided to allow you to review the proposed changes in the context of the entire Code language. Recommended changes are limited to underline (add) and strike-through (delete) passages.

Subdivision I. - In General

Sec. 134-171. - Application by property owner; costs of extraordinary professional advice.

(a) Applications for special exceptions and/or variances to the provisions of any of the regulations contained in this chapter shall be made by the fee simple title owner. The fee simple title owner may authorize a designee, agent or representative by power of attorney filed with the building official.

(b) When an application for special exception or variance is filed in which extraordinary professional advice and/or consultation is required, as determined by the director of planning, zoning and building, such as but not limited to architectural, engineering and legal services, the expense of such professional advice shall be borne by the applicant.

Sec. 134-172. - Hearing procedure.

(a) Applications for special exceptions or variances shall be accompanied by proper exhibits which shall be timely filed and shall include plans, documents and other materials to adequately depict and support the request. At a minimum, all applications for a variance shall include a plot plan identifying the following information: Location of structure(s), lot size, setbacks, percent of lot coverage, percent landscaped open space (front yard and total lot), and finished topographical elevations. In addition, if historic/specimen trees are located on the subject property, a signed and sealed survey with all pertinent information including the location of historic/specimen trees is required and a detailed written explanation of how said trees shall be protected by barricading shall accompany said application. Upon receipt of the application for a special exception or variance, the procedures in this section shall be undertaken.

(b) The director of planning, zoning and building or designee shall examine all applications requesting rezoning, special exception uses, dimensional variances or other matters requiring a public hearing to determine if they meet the requirements of this chapter, and that the action or approval requested is properly allowable by the town council under this chapter and if so shall prepare a report setting forth his recommendations. If the director or designee determines the application fails to meet the provisions of this chapter, he may schedule a pre-application conference and request modifications as may be required to bring the application within the provisions of this chapter.

(c) After completion of subsection (b), a copy of such application shall be mailed to the owners of the property and the property immediately adjacent thereto and across the street therefrom and to all property owners within 300 feet from any part of the subject property at the address shown on the county property appraiser's tax records, together with a notice from the director or designee advising the time of the hearing on such application before the town council. If a comprehensive plan amendment or zoning change increases the allowable density or intensity, the notification distance shall increase to 1,000 feet. Such list of property owners, together with a notification map, shall be provided by the applicant along with addressed and properly stamped envelopes and shall be certified by the applicant as being true and accurate.

(d) The director or designee shall also cause to be published in a newspaper of general circulation in Palm Beach or West Palm Beach a brief summary of such application and the date of the hearing, directed "to all to whom it may concern"; such notice to be published on two separate days not less than seven days apart, the first to be at least ten days before the meeting of the town council to consider such application. The cost of such publication shall be borne by the applicant.

(e) No application shall be heard less than ten days after the first publication of the notice and 15 days after the mailing to property owners directly affected as provided in this section, and all applications will be heard at regular meetings of the town council unless otherwise ordered by the town council in accordance with sections 134-141, 134-142, 134-201 and 134-226. A variance request shall require an affirmative vote of at least four members of the town council to be approved.

(f) An initial deferral requests received by the town more than seven days prior to scheduled town council hearing date may be granted for one month only or the next succeeding regular town council meeting, if that should occur on a different date. Any deferred action request received seven days or less from the scheduled meeting date shall be made in person at the town council meeting at the time the action item appears on the agenda. The applicant must explain or justify the request, which the town council may approve or deny. A second request for deferral shall be made in person at the town council meeting at the time the item appears on the agenda. The applicant must explain or justify the request, which the town council may approve or deny. A third request for deferral shall be denied unless the applicant can demonstrate to the town council that a compelling reason exists. Any deferral which is required due to a case being

deferred by the architectural commission or landmark preservation commission shall be an exception to the regulation above. In no case shall a deferral exceed six months.

(g) An application request seeking substantially the same relief cannot be accepted for consideration after it has been denied by the town council until after 12 months have elapsed from the date of denial.

(h) The work or use authorized under an approved variance or special exception application must be commenced within 12 months from the date of the town council approval thereof, and if not so commenced the special exception or variance shall be null and void. Commencement shall be considered as either landmarks preservation commission or architectural commission application approval, whichever is appropriate, or the submission of a building permit application if said commission's approval is not required.

A building permit, if required, must be issued within one year of the date of commencement or said special exception or variance approval shall expire. In addition, all authorized work under the building permit for said approved special exception or variance must be completed within the time frame set forth in section 105.4.1.6. of the Florida Building Code as amended in section 18-242 of this Code or said special exception or variance shall expire.

(i) A request for a time extension from any of the requirements in subsection (h) may be granted or denied by the town council for just cause. Said time extension request shall be submitted in writing to the planning, zoning and building department at least one month prior to the expiration date or said special exception or variance approval shall expire.

Sec. 134-173. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the town council made pursuant to this chapter, on appeal within 30 days from the rendition of such decision, may apply to the circuit court for the 15th judicial circuit for a writ of certiorari to review such decision of the town council.

Subdivision II. - Variances

Sec. 134-201. - Findings prior to authorization.

(a) The town council may authorize upon appeal such variance from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of this chapter will result in unnecessary and undue hardship. A variance request shall require an affirmative vote of at least four members of the town council to be approved.

In order to authorize any variance from the terms of this chapter, the town council must and shall find the following:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.
 - (2) The special conditions and circumstances do not result from the actions of the applicant.
 - (3) Granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in this same zoning district.
 - (4) Literal interpretation of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.
 - (5) The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.
 - (6) For granting of a variance to sections 134-387 or 134-390 through 134-392, pertaining to the regulation of nonconforming uses, the following additional findings shall be made pertaining to the nonconforming use for which the variance is requested:
 - a. It is the continuance of a unique hotel or residential use that has, for at least 15 years proven compatible with the surrounding uses; and
 - b. Neither rezoning to a district which would allow the use, nor inclusion of the subject use as a permitted or special exception use in the district would act to achieve the preservation of the subject use without opening the possibility of the incursion of uses incompatible with the immediately surrounding area and, further, such variance shall:
 1. Be granted only for the continuation of the same hotel or residential use; and
 2. Require the applicant to submit a declaration of use limiting the utilization of the property for which the variance was granted to the same use as that existing at the time the variance was granted.
 - (7) The grant of the variance will be in harmony with the general intent and purpose of this chapter, and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare. In granting any variance, the town council may prescribe appropriate conditions and safeguards in conformity with this chapter. Upon granting a variance the town council may require the landowner to provide a declaration of use agreement which shall be recorded in the public records to ensure continuing compliance with town council imposed conditions of such grants. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.
- (b) The town council may prescribe a reasonable time limit within which the action for which the variance is required shall begin or be completed or both. Under no circumstances, except as

permitted in subsection (a) of this section, shall the town council grant a variance to permit a use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this chapter in the zoning district. No nonconforming use of neighboring lands, structures or buildings in the same zoning district and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the authorization of a variance.

Sec. 134-226. - Town council powers.

(a) The town council shall hear and decide special exceptions, decide such questions as are involved in determining if and when special exceptions should be granted, and grant special exceptions with appropriate conditions and safeguards or deny special exceptions when not in harmony with the purpose and intent of this chapter.

(b) In granting any special exceptions, the town council shall find that such grant will not adversely affect the public interest. In granting any special exception, the town council, in addition to the standards enumerated in this subdivision, may prescribe appropriate conditions and safeguards in conformity with this chapter. Upon granting a special exception the town council may require the landowner to provide a declaration of use agreement which shall be recorded in the public records to ensure continuing compliance with town council imposed conditions of such grants. Violation of such conditions and safeguards, when made a part of the terms under which the special exception is granted, shall be deemed a violation of this chapter. The town council may prescribe a reasonable time limit within which the action for which the special exception is required shall begin or be completed or both.

Sec. 134-227. - Town council authorization, compliance and site plan review required.

Special exception uses and their related accessory uses or any expansion, enlargement, or modification of an existing special exception use or any physical expansion of an existing special use or facility shall be permitted only upon authorization by the town council, provided that such uses shall be found by the town council to comply with the requirements in this subdivision and other applicable requirements as set forth in this chapter. All special exception uses require site plan review in accordance with article III of this chapter. Additional standards applicable to planned unit developments are contained in article V of this chapter.

Subdivision I. - In General

Sec. 134-261. - Town council actions; submission to planning and zoning commission for recommendations and report; hearings.

(a) The town council may from time to time on its own motion or on petition, signed by the fee simple property owner of the property involved or authorized designee, agent or representative of the owner by power of attorney filed with the director of the planning, zoning and building department or designee, amend, supplement, change, modify or repeal the regulations, restrictions or district boundaries established in this chapter or amendments to the town's comprehensive plan.

(b) Any proposed comprehensive plan amendment or amendment, supplement, change, modification or repeal of a zoning text amendment shall first be submitted to the director of planning, zoning and building or his designee, who shall submit it to the planning and zoning commission for its recommendations and report. Upon the filing of the recommendations and report by the planning and zoning commission, the town council shall proceed to hold a public hearing in relation thereto, giving at least 15 days' notice of the time and place of such hearing in a newspaper having a general circulation in the town, and by posting the notice on the official bulletin board of the town hall.

(c) If an adverse report is given by the planning and zoning commission or if a protest against such proposed comprehensive plan amendment or amendment, supplement, change, modification or repeal of zoning regulations or zoning district boundaries shall be presented in writing to the town clerk, duly signed and acknowledged by the owners of 20 percent or more, either of the area of the lots included in such proposed change or of those immediately adjacent in the area thereof extending 500 feet therefrom, such amendment shall not become effective except by the favorable vote of ~~three-fifths of all the~~ at least four members of the town council. ~~In the event of a tie vote, the mayor shall cast the deciding vote, which shall constitute the three-fifth's requirement of the town council stated herein.~~

(d) The planning and zoning commission shall hear applications to amend the comprehensive plan, rezone property and/or to amend, supplement, change, modify or repeal any article, division or section of this chapter within 60 days of the application being deemed complete by the director of the planning, zoning and building department or designee. Any proposed ~~amendment to change property from one zoning district to another zoning district~~ comprehensive plan amendment or amendment to rezone property and/or to amend, supplement, change, modify or repeal any article, division or section of this chapter shall require the favorable vote of at least four members of the town council. A public hearing on the application shall then be held by the town council after public notice of the hearing is given in accordance with law.

Sec. 134-329. - Review by town council.

Within 30 days of receipt of the application for site plan review, the town council shall review and consider the application. Before any site plan shall be approved, approved with changes, or denied, the town council shall make a finding that the approval of the site plan will or will not adversely affect the public interest and certify that the specific zoning requirements governing the

individual use have or have not been met and that, further, satisfactory provision and an arrangement has or has not been made concerning the following matters, where applicable:

- (1) Sufficiency of statements on ownership and control of the subject property and sufficiency of conditions of ownership or control, use and permanent maintenance of common open space, common facilities or common lands to ensure preservation of such lands and facilities for their intended purpose and to ensure that such common facilities will not become a future liability for the town.
- (2) Intensity of use and/or purpose of the proposed development in relation to adjacent and nearby properties and the effect thereon; provided, however, that nothing in this subsection shall be construed as granting the town council the authority to reduce residential densities below that permitted by the use regulations in article VI of this chapter.
- (3) Ingress and egress to the property and the proposed structure thereof, with particular reference to automotive and pedestrian safety; separation of automotive traffic; traffic flow and control; provision of services and servicing of utilities and refuse collection; and access in case of fire, catastrophe or emergency.
- (4) Location and relationship of off-street parking and off-street loading facilities to thoroughfares and internal traffic patterns within the property, with particular reference to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping.
- (5) Proposed screens and buffers to preserve internal and external harmony and compatibility with uses inside and outside the property boundaries.
- (6) Manner of drainage on the property, with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the consequences of such drainage on overall town capacities.
- (7) Utilities, with reference to hook-in locations and availability and capacity for the uses projected.
- (8) Recreation facilities and open spaces, with attention to the size, location and development of the areas as to adequacy, effect on privacy of adjacent and nearby properties and uses within the property, and relationship to communitywide open spaces and recreation facilities.
- (9) Such other standards as may be imposed by this chapter for the particular use or activity involved.
- (10) Height of commercial structures with reference to adjoining buildings, the effect on uniformity in height, and the general principle of retaining the low profile scale of commercial architecture.
- (11) Visible size and bulk. The proposed development should be so arranged that it minimizes the visible bulk of the structures to drivers and pedestrians on abutting roadways, the point of reference being the centerline of the abutting roadways, with the

intent being to maintain visual impact of multistory buildings at the same relative level of intensity as a single-story building at the minimum required setback.

Sec. 134-330. - Action by town council; deviations; time limit for beginning work.

(a) After review and preparation of the findings, the town council shall approve, approve with changes, or deny the application for site plan review and direct the director of planning zoning and building or designee to approve or withhold approval of the building permit.

(b) An approval of a site plan review application by the town council shall include, as a part thereof, all of the information and exhibits as required by this chapter. No subsequent deviation or change may be made from this information and the exhibits as approved by the town council in the implementation of the town council approval except upon new application to and approval by the town council. The application shall include size, shape, style and location of buildings, number of dwelling units, location of parking facilities, driveways, accessory uses and buildings, landscaping concepts, and all other aspects of the proposed development germane to the site plan review. Any deviation will result in a stay of work until resolved.

(c) An initial deferral request received by the town more than seven days prior to scheduled town council hearing date may be granted for one month only or until the next succeeding regular town council meeting, if that should occur on a different date. Any deferred action request received seven days or less from the next scheduled meeting date shall be made in person at the town council meeting at the time the action item appears on the agenda. The applicant must explain or justify the request, which town council may approve or deny. A second request for deferral shall be made in person at the town council meeting at the time the item appears on the agenda. The applicant must explain or justify the request, which town council may approve or deny. A third request received for deferral shall be denied unless the applicant can demonstrate to the town council that a compelling reason exists. Any deferral which is required due to a case being deferred by the architectural commission or landmark preservation commission shall be an exception to the regulation above. In no case shall a deferral exceed six months.

(d) The work authorized by town council approval of a site plan review must be commenced within 12 months after the date of town council approval thereof, and if not so commenced town council approval shall thereupon become null and void. Commencement shall be considered either landmarks preservation commission or architectural commission approval or the submission of a building permit application if said commission's approval is not required.

A building permit must be issued within one year of the date of commencement or said site plan review approval shall expire. In addition, all authorized work under the building permit for said approved site plan review must be completed within the construction schedule contained in section 105.4.1.6 of the Florida Building Code as amended in section 18-242 of this Code or said site plan review approval shall expire.

Sec. 134-392. - Termination.

(a) *Abandonment.* Under this chapter, the discontinuance of a nonconforming use with the intention of the owner thereof to terminate the use for any period of time is an abandonment. Likewise, the discontinuance of a nonconforming use for a period of two years without the intention of the owner thereof to discontinue the use and/or the change of a use to a more restricted or conforming use for any period of time shall be considered an abandonment thereof, and such nonconforming use shall not thereafter be revived.

(b) *Destruction or partial destruction.* When 50 percent or more of the existing floor area of a nonconforming building or structure ~~or structure~~ occupied by a nonconforming use is ~~destroyed~~ by unintentionally damaged or destroyed, such as by an act of terrorism or war or fire or other casualty, or act of God or nature, or the acts of the owner thereof, the use of such building or structure as a nonconforming use shall immediately be terminated. If a town-designated landmark which contains a nonconforming use is destroyed by fire or other casualty or act of God, to the extent of more than 50 percent, as determined by floor area prior to its destruction, such designated landmark may be reconstructed in its original location to its original size and configuration and the nonconforming use may continue.

Attachment

PBE:jsp:pc

cc: Planning and Zoning Commission
Thomas G. Bradford, Deputy Town Manager
John C. Randolph, Town Attorney
Susan A. Owens, Town Clerk
Veronica B. Close, AICP, Asst. Director, Planning, Zoning and Building Department
Paul W. Castro, AICP, Zoning Administrator
John Lingdren, AICP, Planning Administrator
pf



**PLANNING AND ZONING COMMISSION
RECORD AND REPORT - draft
TOWN HALL – COUNCIL CHAMBERS – SECOND FLOOR
360 S COUNTY ROAD, PALM BEACH
TUESDAY, NOVEMBER 18, 2014, 9:00 a.m.**

Please be advised that in keeping with a recent directive from the Town Council, the minutes of all Town Boards and Commissions will be "abbreviated" in style. Persons interested in listening to the meeting, after the fact, may access the audio of that item via the Town's website at www.townofpalmbeach.com or may obtain an audio recording (tape or CD) of the meeting by contacting Debby Morakis, Secretary to the Planning & Zoning Commission at (561) 227-6411. As a point of reference, you will find the recording times listed on these minutes at the beginning of each item.

I. CALL TO ORDER AND ROLL CALL (09:30:27 AM)

Susan Markin, Chair
Michael Jay Scharf, Vice Chair
Jeffrey A. Cloninger, Member
Lewis Crampton, Member (left at 11:22 a.m.)
Carol Mack, Member
Danielle H. Moore, Member
Floyd Wideman, Jr., Member
Michael Vincent John Spaziani, Alternate Member
Susan Watts, Alternate Member

Staff Members present were:

John Page, Director of Planning, Zoning, Building
Paul Castro, Zoning Administrator
Debby Morakis, Secretary to the Planning & Zoning Commission

Chair Markin called the meeting to order at 9:30 a.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE (09:31:08 AM)

Ms. Morakis led the Commission with the invocation and Pledge of Allegiance.

III. APPROVAL OF THE AGENDA (09:31:56 AM)

**MOTION BY MR. CRAMPTON FOR APPROVAL OF THE AGENDA.
MOTION SECONDED BY MR. WIDEMAN.
MOTION CARRIED UNANIMOUSLY.**

IV. APPROVAL OF OCTOBER 21, 2014 PLANNING AND ZONING COMMISSION MINUTES (09:32:10 AM)

Chair Markin complimented Ms. Morakis for producing excellent, detailed minutes.

MOTION BY MR. WIDEMAN FOR APPROVAL OF THE AUGUST 19, 2014 PLANNING AND ZONING COMMISSION MINUTES.

MOTION SECONDED BY MR. CRAMPTON.

MOTION CARRIED UNANIMOUSLY.

V. MEMORANDUM FROM JOHN PAGE OUTLINING PROPOSED ZONING TEXT AMENDMENTS (SUPER MAJORITY VOTE AND NONCONFORMING USES WITHIN NONCONFORMING BUILDINGS AND STRUCTURES) (09:52:27 AM)

John Page addressed the Commission stating there were two changes to the zoning ordinance being proposed. Mr. Page asked Paul Castro, Zoning Administrator to explain the proposed changes. Related to Super Majority Vote changes, Mr. Castro explained how those proposed changes would relate to variances, special exceptions and site plan reviews as well as comprehensive plan amendments and zoning text amendments. Mr. Castro added that the basic changes were related to the hearing procedures and mailing notices but would not change any of the criteria. Mr. Castro answered questions from the Commission and explained the current 3/5 vote, how it related to comprehensive plan and future land use categories, noting that if adopted, even a de minimis change would require a 4/5 super majority vote.

Chair Markin noted that she felt it was much cleaner to do it this way and Mr. Crampton agreed. Mr. Castro explained that it was difficult to find a threshold to determine what would be easy or difficult to approve and therefore, staff was recommending the blanket change. Questions were heard from Mr. Scharf who asked if this would require a charter change. Mr. Castro stated that unfortunately Town Attorney Randolph was not present to answer that question. Ms. Markin stated that she felt as Council change over the years, views change. Mr. Cloninger agreed and added that he felt the Town could end up with people on the Council who had no respect for the Comprehensive Plan. Comments were heard from Ms. Moore who asked for clarification of who or what determines the power of the Mayor. Mr. Castro stated that he would have to look at the charter to answer that question. Mr. Page explained that depending on Commission recommendations, staff would check with the Town Attorney to avoid inadvertently representing something that would be found to be a mistake at a later time.

Chair Markin wondered if this should be "cast in stone" by way of a charter change so residents would have the opportunity to weigh in, noting that if the Council ever wanted to change it back to a 3/2 vote they could. Mr. Crampton stated that he supported creating the super majority vote but had concerns about requiring a charter change. Ms. Markin clarified that she understood that only if the Council wanted to change the super majority vote requirement back to a 3/2 vote in the future would it have to go to referendum.

Discussion continued and Ms. Markin suggested the Commission recommend to Council the 4/1 super majority vote, as presented by staff, and also requested staff present to Council the option of making it a charter change as well. Mr. Castro stated that staff could take it to Council on a two-phase track in order to adopt zoning text amendments and investigate the charter change. Ms.

Markin asked if the charter change could be included on the ballot in February and Mr. Castro stated that he felt there may not be sufficient time to have the language prepared for Council approval in December and meet the advertising requirements in order to have it on the ballot in February. Mr. Castro stated he would look into it and it was agreed that both options would be presented to Council.

MOTION BY MR. SCHARF TO RECOMMEND TO COUNCIL TO REQUIRE A SUPER MAJORITY AFFIRMATIVE VOTE OF 4/1, AS PRESENTED BY STAFF, AND TO ALSO PRESENT TO COUNCIL THE OPTION OF MAKING IT A CHARTER CHANGE.

Chair Markin asked who would be in favor of the motion. Ms. Moore was not in favor of the 4/1 vote or the charter change. Chair Markin repeated the motion.

MOTION BY MR. SCHARF TO RECOMMEND TO COUNCIL TO REQUIRE A SUPER AFFIRMATIVE MAJORITY VOTE OF ALL MATTERS RELATED TO ZONING IN CHAPTER 134 AND INCLUSIVE TO THAT TO RECOMMEND TO COUNCIL TO CONSIDER A CHARTER CHANGE.

Mr. Castro added for clarity that zoning text amendments and comprehensive plan amendments would be included. Discussion continued.

MOTION DIED. It was suggested that the motion be bifurcated.

MOTION BY MR. WIDEMAN TO RECOMMEND TO COUNCIL TO REQUIRE A SUPER AFFIRMATIVE MAJORITY VOTE ON ALL MATTERS RELATED TO ZONING IN CHAPTER 134, AS RECOMMENDED BY STAFF.

MOTION SECONDED BY MR. SCHARF.

MOTION CARRIED 6-1 WITH MS. MOORE OPPOSED.

A brief discussion continued.

MOTION BY MR. SCHARF TO RECOMMEND TO THE COUNCIL TO CONSIDER MAKING THE SUPER MAJORITY VOTE A CHARTER CHANGE.

MOTION SECONDED BY MR. CRAMPTON.

MOTION CARRIED 4 TO 3 WITH MS. MACK, MS. MOORE AND MR. CRAMPTON OPPOSED.

Mr. Castro described the second proposed change to the zoning code was to make language consistent with other changes made two years ago related to any involuntary destruction that were to take place beyond the control of a property owner. Mr. Castro explained that even though more than 50% of the building might be destroyed it could be rebuilt. However, any non-conforming use would have to be terminated. Questions were heard from the Commission and Mr. Castro read the definition of "involuntary destruction" and Ms. Markin asked for clarification on how this would relate to landmarked structures. Mr. Castro explained this was merely a housekeeping measure as the language had been previously changed in all other places in the code.

MOTION BY MS. MOORE TO RECOMMEND TO COUNCIL THE ADOPTION OF STAFF'S RECOMMENDATIONS RELATED TO ZONING TEXT CHANGES FOR NONCONFORMING USES WITHIN NONCONFORMING BUILDINGS AND STRUCTURES.

MOTION SECONDED BY MR. CRAMPTON.

MOTION CARRIED WITHOUT BENEFIT OF A ROLL CALL.

VI. CONSIDERATION OF COMMERCIAL AREA EMPLOYMENT INFORMATION

VII. DISCUSSION OF PARKING ISSUES AFFECTING THE ISLAND/CONSIDERATION OF ZONING ORDINANCE PARKING REGULATIONS (10:27:39 AM)

Mr. Page provided the Commission with a quick update and thanked Laurel Baker, Chamber of Commerce for volunteering to gather information and provide the Commission with the report relative to the number of employees, available parking, etc. Mr. Page explained that Ms. Baker gathered the information through Chamber members, the South County Road Association and Royal Poinciana Way commercial area and contacted some employers asking the numbers of employees working in the businesses and whether or not parking was provided for those employees. Chair Markin thanked Ms. Baker for her time and effort and asked her to address the Commission.

Laurel Baker, Palm Beach Chamber of Commerce, stated that this was only a sampling and added that she found the most extraordinary conclusion to be in the Royal Poinciana Way area where she felt there is the greatest problem for employees to park. Ms. Baker explained the area includes five restaurants that provide outdoor dining; each with a huge staff that rotates and added that one parking lot in the area had been recently sold and now had two townhomes being built. Ms. Baker added that she felt the figures for Worth Avenue did not bear out the projection that 40% of the cars parked on the street belonged to employees; she found most of the employers on Worth Avenue do provide parking for their employees. Ms. Baker added that she felt this was an opportunity to create a positive rather than a punishing parking policy. Chair Markin clarified that this process was not meant to be a punitive process but that the Commission was here to work with the businesses and business owners to find a solution to the problem.

Ms. Baker stated that she felt this was an opportunity to be creative, to free up parking spaces and eliminate inconveniences to employees. Ms. Baker again suggested off-site employee parking, and starting with hotels and restaurants.

Mr. Crampton asked for three main recommendations from the Chamber that would help the Commission make a recommendation to Council. Ms. Baker suggested first creating a system of off-site parking for employees who do not use their cars during the day, perhaps on land the Town owns across the bridge. Ms. Baker added that she felt the Town must work with the primary employers; i.e. the hotels and restaurants having the greatest need and added, "the Town has to serve by example. You can't impose requirements on others if you cannot take the lead and do them yourself." Ms. Baker added that she felt the garage idea would be great but wondered how many people would want to use a garage, what expenses would be associated with it, stating that she hates garages and that she felt residents would not want to use them. Ms. Baker suggested the Town do a survey to find out how residents and businesses feel about a garage and also suggested the Town secure land for off-site parking and utilize trollies and shuttle services for employees to use to get back and forth. Discussion continued. Mr. Scharf commented that he felt although Ms. Baker referenced only five restaurants with outside dining in her report, there are actually eight restaurants in the area that all contribute to the parking problem.

Ms. Baker also suggested creating motorcycle spaces and spaces for smart cars; eliminate loading zones and service trucks on Worth Avenue; create a proviso that contractors must pay for parking to put trucks in a lot. After questions were heard from Ms. Markin related to the percentage of businesses included in Ms. Bakers report it was determined that approximately 60% of businesses on South County Road and Worth Avenue were included while only 40% of businesses on Royal Poinciana Way were included.

Raychel Houston, Parking Enforcement, stated that she wanted to address the suggestion to eliminate the parking patrols. Ms. Houston explained her staff's work hours, the parking regulations, hours for loading zones, school zones, etc. Ms. Markin asked about the placards given to employees for Worth Avenue and Ms. Houston explained those could be used to park on Ocean Blvd. or on South Lake Drive, adding that a placard parking program was also available for use on Peruvian Avenue. Discussion continued with comments and questions heard by the Commission. Mr. Scharf commented about his dislike for the parking enforcement vehicles using flashing lights as they drive through town.

Mr. Cloninger asked what method was used to determine how many placards could be available. Tom Bradford, Deputy Town Manager, explained there is data available that tells the occupancy rate in the 300 and 200 blocks of Peruvian Avenue since it is tied to the parking kiosks. The maximum percentage used in the parking industry is 85%, meaning that 15% of available spaces would be vacant at any time. The other areas were done pre-2000 and he was uncertain what method was used then. Discussion continued. Ms. Markin spoke about the parking study report that Mr. Bradford provided to the Commission at a previous meeting. Mr. Bradford noted that the numbers included in that report had been previously gathered by a traffic engineer. Comments were heard from Ms. Markin about where employees at Meat Market were parking and Mr. Scharf noted that on a Saturday night, he felt they were parking as far north as Wells Road. Valet and double parking are both a problem. Mr. Crampton agreed and Ms. Moore wondered if there was any way a placard system could be designed with certain spaces on Peruvian Avenue designed for residents use only. Mr. Bradford stated that could be done but 100% of those placards were already owned by residents. Discussion continued. Ms. Watts commented that she felt there would never be enough parking on the island and restriping the street or building a garage would not be enough to solve the issues. Ms. Markin disagreed stating that she felt there was something the Town could do but it would come at a cost, and then the Town would have to do the enforcement.

Discussion continued and Mr. Spaziani stated that where the deficits are is known, the parking study was already done and he felt the only solution would be to build a parking garage. Ms. Mack stated that she was a big believer in making this a business friendly town. Ms. Mack stated that she felt the next step would be to recommend a cost evaluation study be done to determine the most effective solution. Mr. Scharf stated that he felt the parking areas in Town needed to be trifurcated; midtown, Worth Avenue and surrounding streets, and the Royal Poinciana Way area. Ms. Moore wondered if a parking garage would be on the island or off-island and added that she felt an off-island garage would be the best idea. Mr. Crampton agreed this was important for quality of life for residents and visitors, and suggested dealing with parking on Worth Avenue first; all day parkers, mainly employees with two options; suggesting a public/private arrangement for the Apollo lot; perhaps taking by eminent domain.

Mr. Crampton suggested the Royal Poinciana Way businesses work with banks and Publix for shared parking for after hours. Mr. Cloninger stated that he felt Palm Beach was not designed with traffic in mind and it was his opinion that this Commission's charge was to solve a problem that has been 100 years in the making. Mr. Wideman stated that he agreed with everything but that he felt putting parking off-island was not a feasible solution and that he felt employees having to be dependent upon a shuttle would not work. Mr. Wideman added that he felt there was a problem with residential parking due to commercial construction vehicles in the north end and he felt there was a need for three parking centers.

After comments were heard from Ms. Mack and Ms. Markin, discussion continued. The question was asked whether the Town could require businesses to use a parking garage if one was built. Mr. Castro stated that would be a legal question he would ask Attorney Randolph. Discussion continued and suggestions were made including a zoning change on parking lots, purchasing vacant land for parking lots, a garage on the Apollo lot, using the Neiman Marcus garage for employee parking and valet parking. Mr. Castro explained that shared parking would not be permitted without special exception approval, explaining how unintended consequences would impact the neighbors.

Ms. Markin stated that she felt the spaces in front of stores needed to be freed-up adding that she felt it was a quality of life issue for residents and an issue of survival and viability for businesses. Ms. Markin added that she felt the goal of the Commission was to make a recommendation to Council to provide extra parking and perhaps a parking garage either on the island or over the bridge for employees to park in. Comments were heard relative to creating a shuttle service for use between a garage and businesses and how the Breakers provided this service in the past for their employees.

Tom Bradford spoke about hiring an expert to look at the existing parking inventory and produce a feasibility study. Mr. Bradford stated that he felt due diligence needed to be done at either the Commission or Council level before hiring someone. Mr. Bradford also suggested someone speak to Mr. Handelsman regarding the use of the Apollo lot. The Commission continued with discussion and Mr. Bradford explained how a professional would look at available inventory, assess the area parking need, and determine the size of the lot required to build a garage with sufficient parking to meet the need. Mr. Crampton added that he felt the Commission needed a strategy to move forward and Mr. Bradford suggested a conversation with Mr. Handelsman happen first. Ms. Markin stated that at the same time she would like to investigate the use of a professional. Mr. Scharf spoke briefly about the 2006 study done.

Dick Kleid, 2660 South Ocean Blvd., explained that over \$100,000 was spent on the 2006 study, all recommendations were looked at but the community pushed back on all of them. Mr. Kleid stated that people were not interested in a parking garage adding that he felt it was worth looking at again since there were many new people now in Town. Discussion continued with comments heard from Ms. Mack who stated she was frustrated that the Town would spend money on a study and not make recommendations. Mr. Kleid added that he had met with Mr. Handelsman last week and that he felt Mr. Handelsman had some ideas. Discussion continued with comments heard from Ms. Watts and Mr. Scharf. Ms. Markin noted that the Town was spending money on other things and felt there should be money available to fix this

parking problem, noting that the Town also issued a bond to cosmetically upgrade areas on Worth Avenue. Ms. Markin suggested and Mr. Bradford agreed to speak to Mr. Handelsman to come to a Planning and Zoning Commission meeting for discussion.

Mr. Wideman suggested the need to investigate other locations for a parking facility on the island. Mr. Cloninger agreed and added that the use of the Esplanade parking garage should also be investigated. Ms. Moore asked what would be required in order to allow shared parking in the 150 Worth Avenue building. Mr. Castro stated that the owners would have to initiate a special exception request, a parking study would be required, and, notification would have to be sent to all properties within 300 feet. Ms. Markin stated that she had spoken to Mr. Goodman in the past requesting he discount a certain number of spaces for some employees to park and Mr. Goodman would be willing to discount only two spaces. Discussion continued.

Alexander Ives, President of the Preservation Foundation at 311 Peruvian Avenue and 237 Jamaica Lane addressed the Commission and spoke about the beautification factor he felt would be necessary to ensure a positive response from the Town. Mr. Ives mentioned the parking structure at 1111 Lincoln Road in Miami that he felt revolutionized the way people look at parking garages. Ms. Mack agreed and Ms. Markin noted the challenge faced in getting a parking garage built in Town, suggested the Commission consider opportunities in West Palm Beach, and, requested that Mr. Castro investigate zoning and costs there. It was also suggested that staff investigate use of the parking garage at the Court House in West Palm Beach as well as a cooperative effort with the Breakers. Mr. Scharf suggested the use of the Public Works property in West Palm Beach and Mr. Castro explained that property was used extensively. Ms. Markin recapped that Mr. Bradford agreed to check with Mr. Handelsman regarding attending a meeting and Mr. Castro would research zoning in West Palm Beach.

Ms. Markin commented about vehicles parking at Flagler Museum while attending Royal Poinciana Chapel. Mr. Castro explained that would not be permitted as there was no provision in the code to allow shared parking, the code would need to be changed. Discussion continued about having to change the code and shared parking and Mr. Castro noted that the Town had investigated sharing its parking lots but due to liability issues it was determined that was not feasible. Chair Markin called for other comments from Commission, staff and the audience. There were no further comments.

Tom Bradford addressed the Commission stating that at the last Ordinances, Rules and Standards (ORS) meeting, ORS asked that Council approve sending to the Commission the consideration of an ordinance for residential permit parking. Mr. Bradford briefly explained the Arlington Plan currently allows for an exemption for service vehicles to be able to park in a residential permit parking area without the need to display a permit. The Gainesville Plan currently does not have that exemption for service vehicles. The ordinance change would make both plans include that same exemption. Raychel Houston addressed the Commission explaining the requirement for signage on service vehicles and that this exemption would not apply to construction vehicles. After brief comments and questions from Commissioners, Mr. Bradford stated that he would bring a draft ordinance to the Commission for consideration next month.

MOTION BY MR. CLONINGER TO ACCEPT STAFF'S RECOMMENDATION ON THIS HOUSEKEEPING ISSUE.

MOTION SECONDED BY MR. SCHARF.

MOTION CARRIED 7-0 WITHOUT BENEFIT OF A ROLL CALL.

Mr. Bradford explained that recently he was information that the Town's kiosk vendor would no longer be in the vendor business and would stop supporting the equipment. Mr. Bradford said the vendor notified him that the modems in the kiosks were now obsolete technology and would soon no longer be able to communicate with servers. Mr. Bradford added that he was currently working with AT&T to determine when those antennas would be disconnected and added that new technology exists, he was in touch with a vendor that offers pay-by-license plate technology that might allow the Town to offer free or reduced parking to residents that would be pay-by-phone or used in conjunction with kiosks. Mr. Bradford then answered questions for the Commission regarding service plans and contracts noting a decision would be made very quickly.

VIII. COMMENTS FROM PLANNING AND ZONING COMMISSIONERS AND THE PLANNING, ZONING AND BUILDING DIRECTOR (12:26:27 AM)

After a brief discussion it was determined that the Commission would not meet in December. The next meeting of the Commission would be held on Tuesday, January 20, 2015. It was agreed that Mr. Bradford would arrange to meet with Mr. Handelsman or invite him to the Commission meeting. Mr. Castro explained the timeline involved in preparing and taking to Council the Commission recommendation for a charter change. In December, staff would have to do some advertising, take the signed Record and Report to Council at their December meeting. If Council directs staff to draft an ordinance, that would go to the Local Planning Agency in January. The LPA would make a recommendation to Council that same month, with first reading of the ordinance in January, second reading in February, and if adopted, it would become effective 31 days later. Brief discussion.

IX. ADJOURNMENT (12:26:40 PM)

Chair Markin declared the meeting adjourned at 12:25 p.m.

Respectfully Submitted,

Susan Markin, Chair
Town of Palm Beach
Planning & Zoning Commission

Michael Jay Scharf, Vice Chair
Town of Palm Beach
Planning & Zoning Commission

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John C. Randolph, Town Attorney

Re: Consideration of Planning and Zoning Commission Report regarding the recommendation to place a question on the February 3, 2015 election day ballot asking the voters if the Town's Charter should be amended to require four affirmative votes of the Town Council to approve variances from the provisions of the Town's Zoning Ordinance, zoning text amendments, zoning map changes and comprehensive plan amendments.

Date: December 2, 2014

STAFF RECOMMENDATION

It is recommended that the Mayor and Town Council give consideration to placing on the February 3, 2015 ballot the question as to whether the Town's Charter should be amended to require four affirmative votes of the Town Council to approve variances from the provisions of the Town's Zoning Ordinance, zoning text amendments, zoning map changes and comprehensive plan amendments

GENERAL INFORMATION

John Page has provided the Mayor and Town Council with a comprehensive memorandum relating to two recommendations coming from the Planning and Zoning Commission,

1. A recommendation that Chapter 134, of the Town Code be amended to require four affirmative votes of the Town Council to approve to approve variances from the provisions of the Town's Zoning Ordinance, zoning text amendments, zoning map changes and comprehensive plan amendments; and
2. A recommendation to consider placing a question on the February 3, 2015 election day ballot asking the voters if the Town's Charter should be amended to require four affirmative votes of the Town Council to approve variances from the provisions of the Town's Zoning Ordinance, zoning text amendments, zoning map changes and comprehensive plan amendments.

Mr. Page's memo provided the language necessary to be included within Chapter 134 to effectuate recommendation number 1.

In regard to recommendation 2, Mr. Page referenced the intent of the Planning and Zoning Commission to ask the Town Council to add similar super majority language to the Town Charter, their intent being to insure that a future Town Council could not change the recommended super majority vote requirement absent a referendum to amend the Town Charter. Pursuant to Florida Statute 166.031, copy attached, the Town Council, in order to amend the Charter in the manner and form discussed, would be required to adopt an ordinance on first and second reading along the lines of the sample ordinance attached hereto for discussion purposes. If the Town Council wishes to proceed with a referendum and approves the sample ordinance in its current form, then it can be approved on first reading at the December 10 Town Council Meeting. Second reading, if the Council were to approve an ordinance on first reading, would have to be approved at a special meeting of the Town Council prior to December 30, 2014, in order to comply with advertising requirements relating to referenda. At that special meeting, the Council also would be required to adopt a Resolution containing the ballot language to be forwarded to the Supervisor of Elections.

The advertising requirements, in order for this issue to be scheduled for the February 3, 2015 election are extremely tight. The Supervisor of Elections needs to have the ballot language in hand by noon on January 5, 2015. In addition, pursuant to Section 100.342, Florida Statutes, copy attached, for a referendum election there shall be at least thirty days notice of the referendum by publication in a newspaper of general circulation in the Town. Publication must be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held. The advertisement also needs to be advertised in a Spanish language newspaper. There is a ten day advertising requirement between first and second reading of an ordinance with five days lead time to the newspaper, so the second reading could not be until December 26, 2014. Presumably, because of the holidays, Council would not wish to have the special meeting until Monday, December 29, 2014. Because the five week ad would have to be published in the fifth week prior to the election, it would have to appear during the week of December 29, 2014, meaning the ad would be required to be placed prior to adoption on second reading I have conferred with Election Coordinator Susan Eichhorn in regard to these advertising requirements and she has confirmed the above schedule. She has provided a chronological listing of advertising dates which I have attached.¹

An alternative, of course, in the event the Council wishes to proceed with a Charter amendment, would be to do so at a special election called especially for that purpose, thereby avoiding the rush on the advertising requirements. This, however, would result in extra cost for the Town.

¹ I have placed a call to the General Counsel's Office of the State Division of Elections to confirm these advertising requirements, but have not yet heard back. If there is any change, I will advise the Mayor and Town Council.

ATTACHMENTS

Sample Ordinance calling for election on Charter amendment
Section 166.031, Florida Statutes
Section 100.342, Florida Statutes
Scheduling Dates/Times for February 3, 2015 Municipal Election

p:\docs\13156\00008\doc\1ky6239.docx

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF SAID TOWN A PROPOSED AMENDMENT TO THE TOWN CHARTER TO INCLUDE A NEW SECTION 1.05, UNDER ARTICLE I, TITLED "SUPER MAJORITY REQUIRED" SO AS TO PROVIDE THAT FOUR AFFIRMATIVE VOTES OF THE TOWN COUNCIL SHALL BE REQUIRED TO APPROVE VARIANCES FROM THE PROVISIONS OF THE TOWN'S ZONING ORDINANCE, ZONING TEXT AMENDMENTS, ZONING MAP CHANGES AND COMPREHENSIVE PLAN AMENDMENTS; SETTING FORTH THE DATE OF THE ELECTION TO CONSIDER THE PROPOSED AMENDMENT; SETTING FORTH THE LANGUAGE OF SECTION 1.05; SETTING FORTH THE FORM OF THE QUESTION TO BE VOTED UPON AT SUCH REFERENDUM ELECTION AND FOR OTHER PURPOSES; PROVIDING AN EFFECTIVE DATE SHOULD THE AMENDMENT TO THE CHARTER BE APPROVED AT SUCH REFERENDUM ELECTION; PROVIDING FOR SEVERABILITY AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. There shall be submitted to the electors of the Town of Palm Beach, Palm Beach County, Florida, hereinafter referred to as "Town", at a general election of the Town scheduled for February 3, 2015, a proposed amendment to the existing Town Charter, said amendment to be a new Section 1.05 of Article I, Creation and Powers, which Section shall read as follows:

"Sec. 1.05. Super Majority Required.

Four affirmative votes of the Town Council are required to approve variances from the provisions of the Town's Zoning Ordinance, zoning text amendments, zoning map changes and comprehensive plan amendments."

Section 2. Form of Question.

The question to be voted on by the electors shall be phrased substantially as follows unless otherwise directed by the Town Council:

BALLOT TITLE

**REQUIREMENT FOR SUPER MAJORITY TO APPROVE VARIANCES,
ZONING AMENDMENTS AND COMPREHENSIVE PLAN
AMENDMENTS.**

BALLOT QUESTION

**SHALL THE TOWN CHARTER BE AMENDED TO PROVIDE A
REQUIREMENT OF FOUR AFFIRMATIVE VOTES OF THE TOWN
COUNCIL TO APPROVE VARIANCES FROM THE PROVISIONS OF
THE TOWN'S ZONING ORDINANCE, ZONING TEXT AMENDMENTS,
ZONING MAP CHANGES AND COMPREHENSIVE PLAN
AMENDMENTS?**

☐ **YES**

☐ **NO**

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification and filing.

Upon adoption of the Charter amendment referenced herein by a majority vote of the electors voting in the referendum regarding the amendment, the Town Council shall have the amendment incorporated into the Town's Charter and shall file the revised Charter with the Department of State.

Section 6. Effective Date.

This Ordinance become effective as of 12:01 a.m. on the 4th day of February 2015, if, at the election above provided, the question to be voted upon as hereinabove stated receives an affirmative vote or a majority of the votes cast at said election.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this ____ day of December, 2014, and for second and final reading on this _____ day of January, 2015.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Town Council President
Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan Eichhorn, Town Clerk

Penelope D. Townsend, Town Council Member

p:\docs\13156\00008\doc\1ky6170.doc

Select Year:

The 2014 Florida Statutes

Title XII MUNICIPALITIES

Chapter 166 MUNICIPALITIES

[View Entire Chapter](#)

166.031 Charter amendments.—

(1) The governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose.

(2) Upon adoption of an amendment to the charter of a municipality by a majority of the electors voting in a referendum upon such amendment, the governing body of said municipality shall have the amendment incorporated into the charter and shall file the revised charter with the Department of State. All such amendments are effective on the date specified therein or as otherwise provided in the charter.

(3) A municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. This section shall be supplemental to the provisions of all other laws relating to the amendment of municipal charters and is not intended to diminish any substantive or procedural power vested in any municipality by present law. A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2).

(4) There shall be no restrictions by the municipality on any employee's or employee group's political activity, while not working, in any referendum changing employee rights.

(5) A municipality may, by unanimous vote of the governing body, abolish municipal departments provided for in the municipal charter and amend provisions or language out of the charter which has been judicially construed, either by judgment or by binding legal precedent from a decision of a court of last resort, to be contrary to either the State Constitution or Federal Constitution.

(6) Each municipality shall, by ordinance or charter provision, provide procedures for filling a vacancy in office caused by death, resignation, or removal from office. Such ordinance or charter provision shall also provide procedures for filling a vacancy in candidacy caused by death, withdrawal, or removal from the ballot of a qualified candidate following the end of the qualifying period which leaves fewer than two candidates for an office.

History.—s. 1, ch. 73-129; s. 1, ch. 86-95; s. 1, ch. 90-106; s. 43, ch. 90-315; s. 45, ch. 94-136.

Select Year:

The 2014 Florida Statutes

Title IX
ELECTORS AND
ELECTIONS

Chapter 100
GENERAL, PRIMARY, SPECIAL, BOND, AND
REFERENDUM ELECTIONS

[View Entire
Chapter](#)

100.342 Notice of special election or referendum.—In any special election or referendum not otherwise provided for there shall be at least 30 days' notice of the election or referendum by publication in a newspaper of general circulation in the county, district, or municipality, as the case may be. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held. If there is no newspaper of general circulation in the county, district, or municipality, the notice shall be posted in no less than five places within the territorial limits of the county, district, or municipality.

History.—s. 1, ch. 59-335; s. 2, ch. 65-60; s. 12, ch. 77-175.

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Scheduling Dates/Times for possible Referendum Question to go on the Ballot
for the TOPB election to be held on **February 3, 2015.**

- Dec. 10/11, 2014: Deadline to get ballot language to official Spanish Translator.
- Dec. 17, 2014: Deadline to get advertising language to La Guia Gratuita (Spanish)
(for 5th week and 3rd week).
- Dec. 23, 2014: Deadline to get advertising language to Palm Beach Daily News
(for 5th week and 3rd week).
- Dec. 30, 2014: First notice of referendum must be published on this date
(2nd notice would need to be published on Jan. 13, 2015).
- Jan. 5, 2015: BEFORE noon, ballot language must be in the Supervisor of Elections
office.**
- Jan. 6, 2015: TOWN CAUCUS
- Jan. 7, 2015 2nd notice of referendum must be published on this date in La Guia
Gratuita (Spanish).
- Jan. 9, 2015: SPECIAL TOWN COUNCIL MEETING TO CALL THE ELECTION
(The exact ballot language for the referendum would need to be included
in the Resolution and in Mayor's Proclamation).
- Jan. 9, 2015: Immediately after STC, Resolution must be forwarded to the Supervisor of
Elections.
- Jan. 13, 2015: 2nd notice of referendum must be published on this date in Palm Beach
Daily News.

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Other

Agenda Title

Murphy Stillings LLC Report Regarding Potential Designation of a Royal Poinciana Way Historic District on the National Register of Historic Places.

Presenter

John S. Page, Director of Planning, Zoning and Building

Supporting Documents

- [Memorandum Dated November 20, 2014 from John S. Page](#)
- [Royal Poinciana Way National Register District Summary Dated November 20, 2014](#)
- [National Register of Historic Places Registration Form](#)
- [Memorandum Dated February 27, 2014 from John S. Page](#)
- [Proposal For Historic Preservation Services](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: December 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director of Planning, Zoning & Building

Re: Royal Poinciana Way National Register District
Murphy Stillings LLC Summary Findings

Date: November 20, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council consider the body of work prepared by historic preservation consultants Murphy Stillings relative to designating the Royal Poinciana Way area as a historic district on the National Register of Historic Places. If the Council determines to pursue such designation, it is further recommended that this issue be referred to the Landmarks Preservation Commission for its consideration and approval as the Certified Local Government (CLG) preservation board for the Town.

GENERAL INFORMATION

In March of this year, the Council adopted Resolution # 43-2014 directing Murphy Stillings to complete consulting services for placing the 200 block of Royal Poinciana Way on the National Register of Historic Places as a Historic District, including the extent to which property owners will be eligible for tax incentives, tax credits, and local real estate tax abatements for qualified restoration. Background information, including the original Murphy Stillings proposal, Staff Memo to Town Council dated February 27, 2014, and the resulting Town Council Resolution of approval are attached.

The prescribed process for achieving National Register Historic District designation is somewhat lengthy, with critical steps that include: completion of a Preliminary Site Investigation Questionnaire (PSIQ), State Division of Historical Resources PSIQ review, preparation of a Nomination Application, State communication to affected owners, National Register Review Board hearing in Tallahassee, and final approval in Washington. The Nomination Application is complete, meaning that the Town Council must now decide whether to continue on a forward-track to obtain the historic district designation.

The Florida Department of State, Division of Historic Resources, State Historic Preservation Office (SHPO) has ruled that the district is potentially eligible, leading Murphy Stillings to conclude that the proposed district meets necessary criteria for inclusion on the National

Register. The consultant's summary, accompanied by the National Register of Historic Places Registration Form (the application) is also attached. Detailed research/information is contained therein regarding individual parcels in the proposed district.

FUNDING/FISCAL IMPACT

The Council allocated an amount of up to \$15,000, payable to Murphy Stillings, for completing all necessary feasibility work leading up to the national designation. Murphy Stillings is well within the previously approved funding allocation.

SPECIAL CONSIDERATIONS

Principals Janet Murphy and Emily Stillings will be in attendance during the December 10, 2014 Town Council meeting to present their findings and to respond to any questions that you might have.

Attachments

cc: Murphy Stillings, LLC
 John C. Randolph, Town Attorney
 Landmarks Preservation Commissioners

Murphy Stillings LLC

218 Almeria Road
West Palm Beach, Florida 33405
Phone: Emily Stillings 561.346.4755
Janet Murphy 561.758.8002
E-Mail: Emily@Murphystillings.com
Janet@Murphystillings.com

November 20, 2014

ROYAL POINCIANA WAY NATIONAL REGISTER DISTRICT SUMMARY

At the March 12, 2014, Palm Beach Town Council meeting Murphy Stillings LLC was directed to proceed with the application process to have the Royal Poinciana Way area considered for listing as a historic district in the National Register of Historic Places.

Murphy Stillings LLC submitted a Preliminary Site Information Questionnaire (PSIQ) to the Florida Department of State, Division of Historic Resources, State Historic Preservation Office (SHPO). The PSIQ is an application that the SHPO reviews to provide a preliminary determination of the historic district's eligibility for listing in the National Register of Historic Places. On July 14, 2014, the SHPO determined that the Royal Poinciana Way Historic District is potentially eligible for listing in the National Register.

After receiving the positive direction from the SHPO, Murphy Stillings LLC began preparing the National Register of Historic Places Registration Form and submittal requirements for the Royal Poinciana Way Historic District. The application is complete and Murphy Stillings LLC is requesting the Palm Beach Town Council to review and refer the application to the Landmarks Preservation Commission for their approval as the Certified Local Government (CLG) preservation board for the Town of Palm Beach.

Following approval by the Landmarks Preservation Commission, the National Register application will be forwarded to the SHPO for review followed by a hearing of the Florida National Register Review Board. The State will notify the property owners within the district's boundaries of the proposed historic district 45 days prior to the State Review Board meeting date. The property owners will have an opportunity to comment to the SHPO on the proposed designation. Upon favorable recommendation of the State Review Board, the SHPO will submit the application to the Keeper of the National Register in Washington D.C. who will make the final decision on the listing of the historic district in the National Register of Historic Places.

Murphy Stillings LLC has found the proposed historic district to be eligible for listing in the National Register of Historic Places based on Criteria A and C of the National Register of Historic Places designation criteria.

Criterion A – "Property is associated with events that have made a significant contribution to the broad patterns of our history."

Criterion C – "Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction."

The Royal Poinciana Way Historic District, bounded by Royal Poinciana Way, North County Road, Sunset Avenue and Bradley Place, is historically significant under National Register of Historic Places (NRHP) Criterion A through its associations with the transportation, commerce, and development patterns of the Town of Palm Beach. This district developed in connection with the Flagler Memorial Bridge, as well as with earlier Florida East Coast (FEC) railroad bridges, which resulted in the evolution of Royal Poinciana Way, including its street layout and creation of the signature medians. Royal Poinciana Way was the original Main Street of Palm Beach and the first Town Hall, Fire Station, Jail and Post Office were all located along this thoroughfare. In addition, important town retailers, services and residential buildings were located along Main Street, County Road and Sunset Avenue beginning in the early twentieth century. Ultimately, the area evolved into a "gateway" leading into Palm Beach and remains that way today.

The Royal Poinciana Way Historic District is also significant under NRHP Criterion C, as the historic district maintains architectural significance as displayed by the designs of the contributing resources located within the district. The period of significance ranges from circa 1915, when the earliest remaining contributing building was built in what became Via Testa, to 1954, when the last contributing building, 244 Sunset Avenue, was completed. The contributing buildings located within the potential historic district are architecturally significant as good representations of early-to mid-twentieth century architecture in a variety of architectural styles including Mediterranean Revival, Mission Revival, Neo-Classical Revival, Art Moderne, American Foursquare, Mid-Century Modern, Masonry Vernacular and Frame Vernacular. The district also contains several individually significant structures, some of which were designed by prominent architects such as William Manly King, Gustav Maass, Martin Luther Hampton and John Volk.

In addition to the prestige of being listed in the National Register, other benefits of the subject area being designated a National Register Historic District are that properties within the district become eligible to receive local and federal tax incentives for rehabilitation.

The Town of Palm Beach's Tax Abatement Program, in conjunction with Palm Beach County, is a financial incentive for landmarked buildings and contributing properties within a landmarked district. The Town's program allows a property to receive a ten-year exemption of 100% of the assessed value of all improvements that result from restoration, renovation or rehabilitation. The improvements must meet the Secretary of the Interior's Standards for Rehabilitation and be approved by the Landmark Preservation Commission.

The Federal Historic Preservation Tax Incentive Program encourages private sector investment in the rehabilitation and re-use of historic buildings. The program is administered by the State Historic Preservation Office, National Park Service and Internal Revenue Service. The program allows for a 20% income tax credit for the rehabilitation of income-producing buildings that are classified as contributing buildings in a National Register Historic District or individually designated in the National Register of Historic Places. The State Historic Preservation Office and the National Park Service review the work to ensure that it meets the Secretary of the Interior's Standards for Rehabilitation. A 10% tax credit is available for the rehabilitation of non-contributing buildings in a historic district built prior to 1936.

Following positive direction from the Town Council, Murphy Stillings LLC will proceed with the application process.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM**

Adapted for the
PROPOSAL
of Properties in Florida for
Nomination to the National Register
of Historic Places

Grayed Areas for Use by Staff

1. Name of Property

historic name Royal Poinciana Way Historic District

other names _____

FMSF Number _____

2. Location

street & number 207-283 Royal Poinciana Way, 95-118 N. County Road, 184-280 Sunset Avenue, ☐ not for publication

city or town Palm Beach ☐ vicinity

state FLORIDA code FL county Palm Beach code _____ zip code 33480

3. Owner Awareness Statement

As the owner, or official representative of the owner, of the property identified above, I am aware of this proposal for its nomination for listing in the National Register of Historic Places. I have been advised of the procedures for review of the proposal by the State Historic Preservation Office and the Florida National Register Review Board, and for the formal nomination of the property at the discretion of the State Historic Preservation Officer. I understand that I will be notified of the date and place of the public meeting at which the proposal will be considered by the Florida National Register Review Board, and that I will be given an opportunity to submit written comments and to appear in person in support of or opposition to the nomination of the property.

At this time I _____ support _____ oppose _____ reserve opinion on this proposal.

Signature of property owner or representative

Date

4. Legal Description of Property (according to county property appraiser's office)

Please also provide:

Name of USGS Quadrangle: Palm Beach

Township, Section and Range: T 50 S 43 R 43

Tax Parcel #: Please See Continuation Sheet

Attach continuation sheet if necessary

Royal Poinciana Way Historic District
Name of Property

Palm Beach, Florida
County and State

5. Classification

Ownership of Property

(Check as many boxes as apply)

- ☒ private
☐ public-local
☐ public-State
☐ public-Federal

Category of Property

(Check only one box)

- ☐ buildings
☒ district
☐ site
☐ structure
☐ object

Number of Resources within Property

(Do not include any previously listed resources in the count)

Contributing

Noncontributing

27

9

buildings

sites

structures

objects

27

9

total

Name of related multiple property listings

(Enter "N/A" if property is not part of a multiple property listing.)

N/A

Number of contributing resources previously listed in the National Register

1

6. Function or Use

Historic Functions

(Enter categories from instructions)

COMMERCE/TRADE/Specialty Store

COMMERCE/TRADE/Restaurant

DOMESTIC/Multiple Dwelling

COMMERCE/TRADE/Business

GOVERNMENT/Post Office

RECREATION/CULTURE/Theater

DOMESTIC/Hotel

DOMESTIC/Single Dwelling

Current Functions

(Enter categories from instructions)

COMMERCE/TRADE/Specialty Store

COMMERCE/TRADE/Restaurant

DOMESTIC/Multiple Dwelling

COMMERCE/TRADE/Business

DOMESTIC/Hotel

COMMERCE/TRADE/Professional

COMMERCE/TRADE/Financial Institution

7. Description

Architectural Classification

(Enter categories from instructions)

NO STYLE/Vernacular

LATE 19th and 20th CENTURY REVIVALS/Mediterranean

MODERN/Art Moderne

Materials

(Enter categories from instructions)

foundation Concrete

walls Stucco

Brick

roof Synthetics, Terra Cotta

other Glass

Narrative Description

(Describe the historic and current condition of the property on one or more continuations sheets.)

8. Statement of significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ **A** Property is associated with events that have made a significant contribution broad patterns of our history.
- ☐ **B** Property is associated with the lives of persons significant in our past.
- ☒ **C** Property embodies the distinctive characteristics of a type, period, or method of construction of represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ **D** Property has yielded, or is likely to yield information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- ☐ **A** owned by a religious institution or used for religious purposes.
- ☐ **B** removed from its original location.
- ☐ **C** a birthplace or grave.
- ☐ **D** a cemetery.
- ☐ **E** a reconstructed building, object, or structure.
- ☐ **F** a commemorative property.
- ☐ **G** less than 50 years of age or achieved significance within the past 50 years

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Areas of Significance

(Enter categories from instructions)

- | | |
|--|--|
| ☐ Agriculture | ☐ Industry |
| ☒ Architecture | ☐ Maritime History |
| ☐ Archaeology | ☐ Military |
| ☐ Community Planning | ☐ Politics/Government |
| ☒ Commerce | ☐ Recreation |
| ☐ Education | ☒ Social History |
| ☐ Early Settlement | ☐ Transportation |
| ☐ Health/Medicine | Other: _____ |

Period of Significance

1915-1954

Significant Dates

N/A

Significant Person

N/A

Cultural Affiliation

N/A

Architect/Builder

Please See Continuation Sheet

Royal Poinciana Way Historic District

Palm Beach County, Florida
County and State

10. Geographical Data

Acreage of Property 2 acres

UTM References

(Place additional references on a continuation sheet.)

[illegible]

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By _____

name/title Janet Murphy and Emily Stillings

organization Murphy Stillings LLC date 11/15/14

street & number 218 Almeria Road telephone 561-758-8002

city or town West Palm Beach state FL zip code 33405

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets (All information on continuation sheets must be typed.)

Maps

A USGS map (7.5 or 15 minute series) Do not write upon or attach labels to this map.

A Sketch map for historic districts and properties having large acreage or numerous resources.

Photographs

Representative **digital color or black and white photographs** of the property. See Guidelines.
(Do not write upon or attach permanent labels to the photographs.)

Additional items

(check with the area Historic Sites Specialist at [904] 487-2333 for any additional items)

Property Owner

```
name
```

street & number _____ telephone _____

city or town _____ state _____ zip code _____

**United States Department of the Interior
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section number 4 Page 1

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
LEGAL DESCRIPTION OF PROPERTY

TAX PARCEL NUMBERS

50-43-43-22-31-000-0810
50-43-43-22-31-000-0630
50-43-43-22-31-000-0600
50-43-43-22-31-000-0611
50-43-43-22-31-000-0580
50-43-43-22-31-000-0500
50-43-43-22-19-000-0010
50-43-43-22-19-000-0020
50-43-43-22-19-000-0030
50-43-43-22-19-000-0040
50-43-43-22-19-000-0050
50-43-43-22-19-000-0060
50-43-43-22-19-000-0070
50-43-43-22-19-000-0080
50-43-43-22-19-000-0090
50-43-43-22-19-000-0100
50-43-43-22-19-000-0110
50-43-43-22-19-000-0120
50-43-43-22-31-000-0440
50-43-43-22-31-000-0380
50-43-43-22-31-000-0301
50-43-43-22-31-000-0652
50-43-43-22-32-000-0321
50-43-43-22-32-000-0280
50-43-43-22-32-000-0230
50-43-43-22-32-000-0211
50-43-43-22-32-000-0170
50-43-43-22-32-000-0141
50-43-43-22-32-000-0130
50-43-43-22-31-000-0400
50-43-43-22-32-000-0100
50-43-43-22-32-000-0081
50-43-43-22-32-000-0040
50-43-43-22-32-000-0010
50-43-43-22-32-000-0351
50-43-43-23-00-001-0030
50-43-43-22-31-000-0760
50-43-43-22-31-000-0790

**United States Department of the Interior
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section number 7 Page 1

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
DESCRIPTION

NARRATIVE DESCRIPTION

Summary

The Royal Poinciana Way Historic District represents the historic commercial center of the Town of Palm Beach, Florida. The district includes a collection of commercial and residential structures built between 1915 and 1954. The district is generally located along Royal Poinciana Way, North County Road and Sunset Avenue. The historic district contains 36 buildings, of which 27 are contributing (75 percent) and 9 are non-contributing (25 percent). The Palm Beach Post Office, located at 95 South County Road, is individually listed in the National Register of Historic Places (NR 7/21/1983). The contributing structures in the district include Mediterranean Revival, Mission Revival, Neo-classical Revival, Art Moderne, Mid-Century Modern, Frame Vernacular, and Masonry Vernacular architecture. The non-contributing buildings in the district were either built after 1954 or are earlier structures that have undergone alterations that have negatively impacted their architectural integrity. The Royal Poinciana Way Historic District and its historic structures convey the history and architecture of the early years of the Town of Palm Beach.

Setting

The Royal Poinciana Way Historic District is located in the Town of Palm Beach, Palm Beach County, Florida. The Town of Palm Beach is a barrier island located between the Atlantic Ocean and the Intracoastal Waterway in Palm Beach County. The boundaries of the district are the south side of Royal Poinciana Way, the buildings along the east side of North County Road, the south side of Sunset Avenue and the east side of Bradley Place. The Royal Poinciana Way Historic District was the first historic commercial shopping area in Palm Beach consisting of historic buildings dating from as early as 1915 through the early 1950s. Many of the buildings are mixed use with retail on the first floor and residential above. Royal Poinciana Way is a two-part commercial block with a horizontal orientation.

Architectural Description

The Royal Poinciana Way Historic District is comprised of commercial and residential structures. Most of the structures in the district are in good to excellent condition. Many of the buildings have commercial uses on the first floor and residential units above. Most of the buildings have a rectangular plan and fill the entire lot, abutting the sidewalk and neighboring buildings. The building heights are primarily one and two-stories with a small number being three or four-stories. The predominant roofing type is a flat roof with parapet. A few of the buildings have pitched roofs surfaced with barrel tile. Other common elements include storefront windows, knee walls, and canvas awnings.

United States Department of the Interior
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET

Section number 7 Page 2

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
DESCRIPTION

Vernacular

The Masonry and Frame Vernacular buildings in the Royal Poinciana Way Historic District are one and two-stories in height. Masonry Vernacular buildings comprise approximately 50% of the buildings in the district. Vernacular architecture represents the most typical method of construction used by South Florida's early pioneers. This form of architecture does not adhere to a particular school of design and generally utilizes locally available materials and traditions to create the dwellings. Wood framing was the common construction material in South Florida until the early 1920s when the railroad lines were expanded to South Florida providing the ability to move construction materials more easily. In the 1920s, the use of hollow clay tiles and concrete blocks began to be the preferred structural building material for commercial buildings in Palm Beach. Masonry Vernacular commercial structures were typically rectangular in plan with one or two-stories, flat roofs with parapets, storefront windows, and minimal architectural detailing. Ornamentation included stucco banding or cast stone detailing. Frame Vernacular structures often had overhanging eaves, shingles, rafter tails and vents in gable ends.

221 Royal Poinciana Way (Photo 4) is a Masonry Vernacular two-story building constructed in 1947. It was designed by Draper Babcock for Testa's Restaurant. The rectangular building was constructed of concrete block, surfaced with stucco. It has a poured concrete slab foundation and a flat roof surfaced with built-up roofing. Horizontal stucco molding is located at the roofline. The fenestration consists of metal single-hung sash windows with a two-over-two light configuration. There are patios located on both the first and second floors of the south facade. The first floor patio is covered with a canvas awning supported by double wrought iron columns. Wood French doors are located on the second floor leading to a patio covered by a canvas awning. The building's neon signage is representative of the 1940s and 1950s.

To the east of Testa's Restaurant is 221-A and 221-B Royal Poinciana Way, also known as Via Testa (Photo 5). Via Testa consists of a Frame Vernacular building and a Masonry Vernacular building. The Frame Vernacular building (221-A) is a one story commercial building constructed circa 1915. The building is located on the 1919 Sanborn map and noted as Town property. It has been attributed to being the Town's jail. The Frame Vernacular building is constructed of wood framing on a concrete slab foundation. It is surfaced with wood shingles and has a Spanish tile gable roof with carved wood brackets. A small Masonry Vernacular structure, located to the east of the frame building (221-B), was constructed circa 1925. It has a stucco exterior with a Spanish tile gable roof. The buildings are located within a courtyard marked along Royal Poinciana Way by a Mediterranean Revival style arched entryway with the name "Via Testa". The archway was constructed in 1986. The courtyard extends from Royal Poinciana Way north to the buildings fronting on Sunset Avenue. The courtyard is concrete with brick accents and has a fountain and seating areas.

233-235 Royal Poinciana Way (Photo 7) is a two-story Masonry Vernacular commercial building designed by prominent architect Gustav Maass and constructed in 1945. The building is rectangular in form and was

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constructed of concrete blocks with a concrete slab foundation and surfaced with stucco. The flat roof is surfaced with built up roofing and has a parapet. The main (south) façade contains two storefronts with angled entrances and a center passageway that leads to the rear of the property. The fenestration consists of triple sets of windows with a center fixed window flanked by narrower casement windows and awning windows. Exterior details consist of horizontal bands at the windowsills and along the parapet.

249 Royal Poinciana Way (Photo 9) is a one-story Masonry Vernacular commercial building constructed in 1949 and designed by architect John Pearson. The building has a rectangular form and was constructed of concrete blocks on a concrete slab and surfaced with stucco. The flat roof has a parapet and is surfaced with built up roofing. There are two single light French doors at each end of the main (south) façade with two fixed glass storefront windows between. Exterior details of the building include fluted pilasters and transom windows.

251 Royal Poinciana Way (Photo 10) is a one-story Frame Vernacular commercial building constructed circa 1923. The building has a rectangular form and is constructed of wood framing on a concrete slab foundation and is clad with brick and stucco. The flat roof has a parapet and is surfaced with built up roofing. The entrance is a pair of centrally located single-light French doors. Storefront windows are located on each side of the entrance. Exterior details include brick sills at the storefront windows and brick at the corners.

American Four-Square

The American Four-Square was a popular housing type throughout the country during the first quarter of the twentieth century. This common vernacular form was first described in an article in an *Old House Journal* published in 1982. American Four-Square homes are characterized by their two-story cubic shape with four rooms on each floor with the second floor accessed by a central or side stairway. Typical architectural features include low-hipped roofs often pierced with dormers, wide eaves, and exposed rafter tails. A wide front porch, with boxed in posts or simple columns, generally extend across the width of the main façade. The exteriors of American Four-Square homes are usually surfaced with clapboard, wood shingles or stucco. The American Foursquare style is not common in Palm Beach.

262 Sunset Avenue (Photo 34) is a two-story American Foursquare originally constructed as a residence in 1920. The structure was constructed of wood framing and surfaced with stucco on a concrete block continuous foundation. It has a low-pitched hip roof with wide overhanging eaves and surfaced with asphalt shingles. An open porch on the main (north) façade has been enclosed with a ribbon of metal, multi-light, sash windows. The entrance has been relocated to the west façade. An accessory structure, originally built as a garage in 1925, is located at the rear of the property.

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Neo-Classical Revival

Neoclassical Revival style architecture refers to a style based on forms following classical principles of design from Greek and Roman architecture and later developed by Andrea Palladio during the Italian Renaissance. The interest in the classical past was in a large part due to significant archeological discoveries. From approximately 1890 to 1930 most public buildings such as banks and courthouses, as well as, many commercial buildings were designed in the Neo-Classical Revival style. The style generally has a symmetrical design and is often characterized by the use of a colossal pedimented portico supported by columns or pilasters, simple geometric forms, dentils or modillions at the cornice line, and smooth surfaces.

209-215 Royal Poinciana Way (also known as 211 Royal Poinciana Way) (Photo 2) is a Neo-Classical Revival style building constructed in 1922. It was originally built as a movie theater called The Garden Theater and was owned by J.T. Havens. Located inside of The Garden Theater building was the origins of Testa's Restaurant. The Garden Theater Fountain sold cigars and drinks with Michele Testa as the proprietor. The rectangular building is constructed of wood framing with a smooth stucco exterior and concrete slab foundation. The roof consists of a front facing gable, surfaced with composition shingles, and flat roofs. The symmetrical design has a three bay central temple block flanked on each side by another bay. Exterior ornamentation includes four two-story Corinthian fluted pilasters, stucco cornice with corbel supports, and a central gable parapet with cast stone balustrade on either side. Three storefronts are located on the main (south) façade. The fenestration consists of fixed rectangular and arched windows. Alterations to the building include the removal of the marquis, prior to 1946 and the removal of two small balconies on the main (south) façade and window alterations in 1976.

277-283 Royal Poinciana Way (Photo 16) is a Neo-Classical Revival building built circa 1918 and was known as the Campbell Building. It is located on the northeast corner of Royal Poinciana Way and Bradley Place. The building has a rectangular plan with a concrete structural system on a concrete slab foundation. The exterior is finished with stucco and the flat roof is surfaced with built-up roofing materials. The main entrance is located at the chamfered corner on the southwest corner of the building. Storefronts are located along the south façade. The fenestration consists of metal awning windows set in pairs and bands of three. Exterior details include quoins at the building corners and between the windows, a dentil molding cornice at the parapet, stucco banding, concrete windowsills, and a cast stone balustrade at the top of the parapet. Windows openings on the first floor of the west façade were infilled circa 1980.

Mission Revival

The Mission Revival Style is a subtype of the Spanish Colonial Revival style and derived its name from the California masonry tradition in architecture established by Franciscan missionaries. The style became popular when it was used for the California Building at the Columbian Exposition in Chicago in 1893. By 1915, its use was widespread, especially in states with a Spanish Colonial heritage, such as Florida. The style is

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characterized by its simplicity in the use of arched openings, unadorned stucco facades, stepped or curvilinear parapets, and minimal decorative details.

253 Royal Poinciana Way (Photo 11) is a two-story Mission Revival style commercial building constructed in 1921. The building has a rectangular form and was constructed of hollow clay tile on a concrete slab foundation surfaced with stucco. The flat roof has a stepped parapet and is surfaced with built up roofing. The fenestration consists of metal casement windows with a ten-light configuration flanked by metal shutters. The first floor has two storefronts that are comprised of a single metal door flanked by fixed windows. Circa 1970, two windows on the second floor of the south façade were removed and the openings filled in.

255 Royal Poinciana Way (Photo 12) is a two-story Mission Revival style building constructed circa 1915. Originally built as a one-story commercial building. A second floor designed by Frederick Seelman was added in 1947 and in 1964 the building was renovated to its current design with alterations designed by Belford Shoumate. The building has a rectangular form and is constructed of concrete block framing on a concrete slab foundation and is surfaced with stucco. The flat roof of the structure is surfaced with built up roofing and has an asymmetrical Mission shaped parapet. The main entrance is covered by a balcony supported by brick posts. A brick staircase is located on the east façade of the building. Exterior details include brick banding along the parapet, a cast stone medallion, stucco pilasters, an octagonal window with brick surround, metal railings and awning supports.

The property at 214 Sunset Avenue (Photo 29) consists of two buildings that have been connected. The two-story eastern building was constructed circa 1920 in the Mission Revival style. The building is constructed of wood framing on a continuous concrete block foundation and surfaced with stucco. The flat roof has a curvilinear parapet with stucco banding. In 1932, architect Julius Jacobs designed 214A Sunset Avenue (Photo 30). He designed the Masonry Vernacular, one-story, western building as a dining room annex to the hotel with a six bay veranda connecting the two buildings and a court in between. The space between these buildings forms the northern terminus of Via Testa. At this time Jacobs also designed an arched belfry on the Mission Revival building to help visually connect the two buildings.

Mediterranean Revival

Mediterranean Revival style architecture is an eclectic style incorporating architectural elements derived from the area around the Mediterranean Sea, especially Italy and Spain, but buildings may also have North African and Moorish influences. Like the Mission Revival, Mediterranean Revival style buildings are found most frequently in states like Florida that have a Spanish Colonial heritage. Its use gained national popularity after the Pan-American Exhibition held in San Diego in 1915. In Palm Beach, the style was first popularized in 1919 by Addison Mizner's design for the Everglades Club followed by his residential design of the Stotesbury's estate El Mirasol. Other architects followed on this style and transformed it with variations of their own. The

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popularity of the style soared in the 1920s and remained a pervasive influence on building design in Palm Beach until World War II. Buildings of this style are often decorated with ornate cast-stone columns, pilasters and window surrounds. Arched openings, balconies, asymmetrical massing and windows of varying sizes and shapes are also common features. In addition, stone or stucco facades, decorative wrought ironwork, tile floors, pecky cypress ceilings and clay barrel tile roofs are typical features of Mediterranean Revival style buildings.

The Palm Beach Post Office at 95 North County Road (Photo 17) is the only building in the Royal Poinciana Way Historic District that is individually listed in the National Register of Historic Places. It is also a Town of Palm Beach Landmark. This one-and-a-half-story Mediterranean Revival style building was constructed in 1937 at the visual terminus of Royal Poinciana Way. It was designed by Louis A. Simon, the supervising architect for the Public Works Branch of the United States Treasury Department. The building is rectangular in form and constructed of clay tile on a continuous concrete foundation. It is surfaced with stucco and has a central gabled roof and shed roofs that extend to the east and west that are surfaced with clay barrel tiles. The raised main entrance is accessed by granite stairs and a ramp. The ramp was installed in 1980. The entrance is recessed and has a pair of paneled glass doors with transoms above. Simple pilasters adorn the exterior. The building has wood double-hung sash windows with a four-over-four light configuration and fixed clerestory windows with four lights.

105 North County Road (Photo 19) is a two-story Mediterranean Revival style commercial and residential building constructed in 1925. The building has a rectangular form and is constructed of concrete block on a concrete slab foundation and finished with stucco. The roof consists of a flat roof surfaced with built-up roofing and a shed pent roof surfaced with clay barrel tiles. The building is divided into three bays with a triple arch loggia. A single door and side lights are centered in the loggia. The first floor's fenestration consists of large fixed windows and the second floor has arched four-light casement windows and arched French doors. Exterior details of the building include a cornice molding at the roofline, metal balconettes at the second floor French doors, a belt course and keystones at the loggia arches.

The Biltmore Apartments, located at 184 Sunset Avenue, also known as Mizner Court, is listed as a Town of Palm Beach Landmark (Photo 20). The three-story Mediterranean Revival style building is located on the southeast corner of North County Road and Sunset Avenue. It was designed by architect Bruce Kitchell in 1924 as a commercial and residential building. It is constructed of hollow clay tile and surfaced with stucco in a U-shape around a narrow courtyard. The roof is comprised of flat, hip and gabled sections. The pitched roofs are surfaced with barrel tiles. A decorative cornice is located below the roofline. Commercial storefronts are located on the ground floor with apartments above. An arcade runs the length of the west façade. The arcade's arches contain slender columns and square pilasters. The three center arches are wider and have an ogee arch detail. The arcade's ceiling is cypress with decorative brackets. A decorative cornice runs across the exterior of the arcade framing the arches. The apartments open onto an irregular shaped courtyard. The open staircases

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and balconies have cypress detailing, wood columns, plaster covered Corinthian columns with acanthus leaf capitals, cast-iron balustrades and arched openings.

The Bradley House, located at 280 Sunset Avenue, is listed as a Town of Palm Beach Landmark (Photo 35 and 36). The building was built in 1924 and designed by Martin Luther Hampton. It was constructed adjacent to Bradley's famous Beach Club and Casino. Originally the Rosa Mae Apartment Building and later the Algomac Hotel, it is located on the Northeast corner of Sunset Avenue and Bradley Place. The building is U-shaped with the center being four-stories in height and the wings being three-stories. A belvedere is located on the northwest wing. It was constructed of masonry and surfaced with stucco. There are flat roofs with barrel tile aprons and barrel tile hip roofs. The fenestration consists of one-over-one and six-over-six sash windows, multi-light casement windows and French doors. Exterior details include pecky cypress exposed rafters, columns, cast stone, solid balustrades and balustrades created with barrel tiles set between piers and wrought iron railings. The courtyard is surfaced with brick, concrete and terra cotta pavers.

207 Royal Poinciana Way (Photo 1) is a Mediterranean Revival style building, built circa 1927, and designed by prominent architect William Manly King. The rectangular building has a smooth stucco exterior. The flat roof is surfaced with built up roofing. A pent roof, surfaced with barrel tile, extends from the roofline of the main (south) façade of the building. A barrel tile shed roof is also located on the main façade. It is supported by decorative roof brackets and cypress outriggers. A canvas awning is located between the two barrel tile roof elements to provide additional shade for a patio. The south façade of the building has a colonnade with decorative column capitals and pointed arched windows with vertically divided lights.

Art Moderne

The Art Moderne style flourished between 1930 and 1945, and was highlighted at the 1933 World's Fair in Chicago. It was influenced by the technology that followed WWI and followed the "less is more" standard of design. It drew from the streamlined aerodynamic shapes of planes and cars and used materials such as glass block and stainless steel. The Art Moderne style, with its simple geometric forms and simplicity in decorative details was becoming popular as the more decorative Art Deco style was falling out of favor. Art Moderne architecture features flat roofs, asymmetric shapes, smooth surface finishes, curvilinear features, horizontal elements, metal screen doors with stylized decorations, eyebrows, stainless steel and glass block accents.

101 North County Road (Photo 18) is an Art Moderne style building designed by architect Gustav Maass and constructed in 1936. The building has a rectangular form with a concrete block structural system with a concrete slab foundation. The roof is flat and has a parapet. The roof is surfaced with built up roofing and the exterior of the building is surfaced with stucco. The main entrance to the building is located at the curved southwest corner of the building. Exterior details include fluted window surrounds, concrete windowsills and recessed bands at the roofline. The building's fenestration consists of metal fixed windows.

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In 1924, the northwest corner of Royal Poinciana Way and North County Road was developed as the Exchange Building. It was a two-story, Mediterranean Revival style commercial building, designed by Bruce Kitchell, with an arcade of the first floor. From 1924 to 1928 the remainder of the block was developed with one and two story buildings. In 1941, the facades of the buildings along the block were re-designed by architect John Volk due to the widening of North County Road. The two corner buildings, 100 North County Road (Photo 21) and 118 North County Road (Photo 26), are of the same design achieving a unified block. These buildings are two-stories and designed in the Art Moderne style. They are rectangular in form with concrete block structural systems, concrete slab foundations and surfaced with stucco. The flat roofs have parapets and are finished with built-up roofing. The main corners are curved and contain curved storefront displays. Other storefronts have angled entrances. The fenestration of the storefronts consists of fixed metal windows. Exterior details include two-story concrete fluted pilasters with capitals inspired by the Art Deco style and a stucco cornice at the top of the parapet. There are four additional buildings located between 100 North County Road and 118 North County Road that were also redesigned by Volk as a part of the same commission. 106 North County Road (Photo 22) is a one-story concrete block commercial building with a barrel tile shed roof with a cornice below. A recessed ridged sign panel is located above the glazed storefront. 108-110 North County Road (Photo 23) is a two-story commercial building with a gabled pediment and pilasters with capitals of the same design as the corner buildings. The second floor has large fixed windows located above a fluted band with scalloped trim. The south end of the first floor has a passageway leading to the west and the north end has an angled storefront. To the north is a stairway leading to the second floor with a small arched window above. 112 North County Road (Photo 24) is a one-story concrete block commercial structure with a flat roof and a parapet. The glazed storefront reaches to the parapet and has a center entry door. 114 North County Road (Photo 25) is a one-story commercial building constructed of concrete block with a flat roof and parapet. The glazed storefront has a recessed center entrance.

Mid-Century Modern

Mid-Century Modern architecture, built from the mid-1940s to the 1970s, was more about attitude than aesthetic. It was a by product of the post World War II optimism and the nation's dedication to building a new future. With the desire to forget the pains of the Great Depression and World War II, architects and designers were breaking away from the past. This new architecture used modern materials and building techniques and was defined by clean lines, simple shapes and unornamented facades. It was a further development of Frank Lloyd Wright's principles of organic architecture combined with many elements reflected in the International and Bauhaus movements. Mid-Century Modern architecture features reinforced concrete post and beam construction, which allowed for walls seemingly made of glass, concrete eyebrows or cantilevers running the length of the building and minimal ornamentation.

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244 Sunset Avenue (Photo 31 and 32) is a two-story Mid-Century Modern apartment building constructed from 1952-1954. The building was originally built in 1952 as a one-story apartment building. Two additions on the second floor were built in 1953 and 1954. The original building and the first second floor addition were designed by John Stetson. The second addition was designed by David B. Scoville. It was constructed of concrete block and surfaced with stucco and brick detailing. The flat roof is surfaced with tar and gravel and has exposed rafter tails. The fenestration consists of jalousie and awning windows. Many of the windows are in ribbons and wrap the corners of the building. A second floor terrace is located at the southeast corner of the building. Brick planters are located on the north façade meeting the sidewalk.

Non-Contributing Buildings

217 Royal Poinciana Way (Photo 3) is a one-story Masonry Vernacular commercial building constructed circa 1923. The rectangular building has a concrete slab foundation and was constructed of concrete block surfaced with stucco. It has a flat roof with a shed pent roof surfaced with flat tiles. The pent roof is supported by pecky cypress brackets at each end. The storefront was replaced in the 1970s and the building no longer retains its historic appearance.

231 Royal Poinciana Way (Photo 6) is a one-story gas station constructed in 1958. The building has a concrete slab foundation with brick exterior. Three garage bays are located on the east end of the building with a large centrally located overhang where gas pumps used to be located. The structure is currently not in use.

245 Royal Poinciana Way (Photo 8) is a one-story bank constructed in 1972. The building has a slab foundation, stucco exterior and a gable roof surfaced with barrel tiles. A drive-thru is located on the west end of the building.

257-259 Royal Poinciana Way (Photo 13) is a one-story Masonry Vernacular commercial structure built in 1950. The rectangular building has a concrete slab foundation and is built of concrete block surfaced with stucco. The roof is flat with a shed pent roof surfaced with clay barrel tile. An entrance at the east end of the building is arched with a brick surround. The western end of the building has accordion folding glass doors. The building's storefront has been altered and it no longer retains its historic appearance.

261 Royal Poinciana Way (Photo 14) is a one-story Masonry Vernacular building constructed in 1924. The masonry frame structure has a concrete slab foundation. The rectangular building has a flat roof with a straight parapet that has a stucco cap. The main façade is clad in brick and the remaining facades are surfaced with stucco. The building's historic appearance was altered with the addition of the brick cladding to the main façade and replacement of the original storefront.

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265 Royal Poinciana Way (Photo 15) is a two-story Masonry Vernacular building constructed circa 1923. The building has a concrete slab foundation and was constructed of hollow clay tiles surfaced with stucco. The irregular shaped building has various roof types including gable, hip, and flat. The pitched roofs are surfaced with barrel tiles. Metal shutters flank the one-over-one sash windows. The building has been significantly altered over the years. In the 1940s the building was Joe Risdén's restaurant. The restaurant was known for its stone crabs and had a gambling room on the second floor. At this time the building had a flat roof, the main façade was brick and the second floor had five jalousie windows set in a stucco surround with stucco between the windows. In the 1960s the building became Marshall Grant's, a nightclub with the ambiance of a private club. A one-story addition was constructed to the west of the building, the roof was changed from a flat roof to a hip roof, the storefronts were altered, the entrance was relocated from the center of the building to the west end, stucco replaced the brick on the main façade, the stucco around the second floor windows was removed and stucco soffits were added greatly altering the building's appearance.

208-210 Sunset Avenue (Photo 27) was constructed 1957. Over the years the building's design has been significantly altered. It is constructed of concrete block surfaced with stucco. It has hip and gable roofs surfaced with barrel tiles and asphalt shingles. Arches, stucco banding and columns are located on the main façade.

212 Sunset Avenue (Photo 28) was constructed in 1957. Originally designed by architect Arthur Weeks as a very basic rectangular building with exposed block as the exterior surface and a flat roof, the building was significantly altered in 1982 to a more Mediterranean Revival design. A barrel tile hip roof was installed, the exterior was surfaced with stucco and the fenestration was altered to include the addition of arched windows and doors.

254 Sunset Avenue (Photo 33) was constructed in 1986 as a medical office building. The two-story structure has parking located under the building on the first floor. The building is constructed of concrete block surfaced with stucco. It has a hip roof surfaced with barrel tiles and exposed rafter tails.

Conclusion

The architecture of the Royal Poinciana Way Historic District represents a rich collection of resources that conveys a distinctive sense of place. The resources include commercial and residential buildings, some designed by prominent architects in Palm Beach and others constructed by local builders using popular designs of the period. The architecture of the Royal Poinciana Way Historic District is integral to the history of the Town of Palm Beach's historic main street.

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ARCHITECTS

Lucius "Draper" Babcock

Lucius "Draper" Babcock was born in Raton, New Mexico on February 5, 1903. His family moved to Monmouth, Illinois when he was quite young, and then moved to West Palm Beach circa 1918. Babcock graduated from Palm Beach High School in 1921. He received his architectural education at the University of Illinois, and was awarded a Bachelor of Science degree in architecture in 1926. He returned to West Palm Beach and went to work for Addison Mizner in Palm Beach. From the address at 916 South Poinsettia in West Palm Beach, he applied for Florida licensure as an architect on June 12, 1929. On June 15, 1929, at age 26, Babcock was granted license certificate No. AR000922. On April 14, 1933, Babcock married Sarah Ida Richards of Miami. They had two children.

Draper Babcock opened an office in West Palm Beach, where he maintained his practice for most of his professional life. Babcock's brother, Allen S. Babcock, came to work with him in 1936. His principal practice centered in Palm Beach Shores, on Singer Island, on the north side of the Lake Worth Inlet, across from the Town of Palm Beach, which had been initiated by Addison Mizner's friend and financier, sewing machine heir, Paris Singer. Babcock helped to lay out the Town, streets and districts, and designed many of its buildings, including The Colonades Hotel in 1947. Babcock's life-long battle with diabetes affected his production in his later years, but not his great design talent. He scaled back his work, and retired circa 1978 to Jensen Beach, Florida. Draper Babcock died on October 20, 1983, at age 80.

Lucius Draper Babcock's contribution to the Royal Poinciana Way National Register District includes designing Testa's Restaurant at 221 Royal Poinciana Way.

Martin Luther Hampton

Martin Luther Hampton was born August 3, 1890 in Laurens, South Carolina. He was educated at Columbia University in New York and travelled extensively in Spain becoming a master of the Mediterranean Revival style, which he adapted to Florida after settling in Miami in 1914. He designed numerous building in Miami, Hollywood (FL), Coral Gables, Coconut Grove and Palm Beach.

In 1915, at the age of 25, Hampton began working for architect August Geiger. Geiger had opened his first office that year, in Miami Beach, where he designed a home for Carl Fisher, developer of Miami Beach. Hampton worked on various projects for Geiger, including the "Beaux-Arts Shopping Center" in Palm Beach. In 1917, Hampton opened his own office in Miami, but left to serve in World War I from 1917-1918. Following World War I, in 1919, Hampton was hired by Addison Mizner to design interiors and supervise details for many of the projects he was designing in Palm Beach.

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Hampton was one of the six architects who comprised George Merrick's original design team in the creation of Coral Gables, Florida. In 1921, Merrick sent his design team to Europe to study the prototypical architecture that was chosen as the inspiration for the buildings in Coral Gables. Hampton reopened his own office in Miami and worked all over South Florida during the 1920s Land Boom, making significant contributions to the Mediterranean Revival style. Later in the 1930s and 1940s, Hampton went on to produce fine examples of Art Deco architecture.

Martin L. Hampton's contribution to the Royal Poinciana Way National Register District include designing the Bradley House Hotel, originally the Rosa May Apartments, at 280 Sunset Avenue.

Henry Knowles Harding

Henry Knowles Harding was born December 20, 1904 in Dedham, Massachusetts. His family began wintering in Palm Beach during the roaring 20's in a home at 560 South Ocean Boulevard. In 1928 Harding earned a Bachelor of Science degree in Architecture from Princeton University. He then attained a postgraduate degree from the Fountainebleau School in Paris during the summer of 1928 and in 1930 was awarded a Bachelor of Arts in Architecture from the University of Pennsylvania. After studying at New York University, Harding moved to Palm Beach in 1935 where he apprenticed with the firm of Wyeth, King & Johnson, and also with Howard Major. In 1936, Harding opened his own architectural office, first in the Phipps Plaza Building. He later moved to the Royal Poinciana Plaza where he practiced for the remainder of his professional career.

Harding was a gifted aesthetic designer. His designs were mainly modified Neo-classical, with incorporated Bermuda and British Colonial themes. His style was described as "restrained formality"- simple, direct symmetrical facades with emphasis on balance, proportion and ornamental detail. The most notable Harding works include the St. Mary's Hospital buildings in West Palm Beach and over 400 homes and villas in Palm Beach and Manalapan. Harding died in North Carolina at the age of 79.

The archives at The Preservation Foundation of Palm Beach contain over 150 commissions and nearly 300 photographs of Henry Knowles Harding's work, which were donated by his daughter in 1998.

Henry K. Harding's contribution to the Royal Poinciana Way National Register District include and an addition and alteration to the Biltmore Apartments at 184 Sunset Avenue.

William Manly King

William Manly King was born in Macon, Mississippi in 1886. He studied architecture and engineering at the Georgia School of Technology before beginning his professional practice in Birmingham, Alabama. Impressed with south Florida during a visit in 1920, King and his wife moved to West Palm Beach in 1921 and King established his architecture office in the Seward Building. He became the consulting architect for Northwood

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Construction Company, builders of the flourishing Northwood subdivision in West Palm Beach. He was appointed Palm Beach County School Board architect in 1922 and at one time was credited with 90% of the public schools in Palm Beach County. A few of these still standing include the original Palm Beach High School complex (1922-1924), the Old Palm Beach Junior College (1927), Palm Beach Junior High (1929) and Pahokee High School (1928). From the 1920s until World War II, King was awarded a number of commissions to design city halls, fire stations and other governmental structures throughout Palm Beach County. Known to be flexible and creative with many architectural styles, William Manly King moved easily from the Mediterranean Revival style to the more modern Art Deco style. Many of his buildings showed his mastery of the Art Deco motif, including the National Guard Armory (now the Armory Art Center) in West Palm Beach (1939). The socially prominent King participated in numerous civic associations. He belonged to the Architects Club organized by Addison Mizner where local architects shared views and discussed problems and solutions. He was also affiliated with the Kiwanis Club, the Chamber of Commerce and was vice president of the Florida State Association of Architects.

William Manly King's contribution to the Royal Poinciana Way National Register District includes designing 207 Royal Poinciana Way.

Julius Jacobs

Julius Jacobs was born in Pittsburgh, Pennsylvania on March 11, 1901. Little is know about his early schooling, especially in architecture. He came to Florida in 1918 and went to work as a draftsman for G. Sherman Childs in Lake Worth. On April 27, 1920, at age 19, he applied for licensure as a architect from an address at 1313 Florida Avenue in West Palm Beach. His lack of formal, academic education took its toll, and he had to take the State Board exam three times before passing to receive license certificate #AR0000234 on June 15, 1923. He worked for Addison Mizner and other local architects before embarking on his own to practice. His most prestigious Palm Beach commission was that for the E.Z. Nutting residence on South Ocean Boulevard in 1928. It was his first endeavor in Palm Beach society, and his practice was substantially helped by the introduction. By self-study and foreign travel, he managed to master the European Renaissance philosophy and details that dominated this eclectic period. Julius was married to his wife, Muriel, in 1939. In ill health, he retired and surrendered his Florida license in 1950. He died in Miami at the age of 55.

Julius Jacobs' contribution to the Royal Poinciana Way National Register District includes designing 214A Sunset Avenue.

Bruce P. Kitchell

Among local architects, few were as prolific as Bruce Kitchell. During the "Golden Age" of Palm Beach architecture, Kitchell was know for his fanciful compositions and his strong sense of composition.

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Born in Trenton, New Jersey in 1879, Kitchell studied architecture at Columbia University and the Newark Technical Institute. His design ideology, however was forged during his seven-year tenure in the Newark, N.J. office of Jeremiah O'Rourke. O'Rourke was born and formally trained in Ireland and was a specialist in Roman Catholic Church design. In July 1902, Bruce Kitchell received conditional certification #175-A and in August 1912, he received permanent New Jersey architectural registration #665-C. From 1906 to 1919, Kitchell practiced architecture in Newark under his own name.

Bruce Kitchell moved to Florida in 1919, and on November 28, 1919 from an address in West Palm Beach, he applied for Florida architectural licensure. He was granted Florida licensure #AR0000137 on September 20, 1920, one of the first to hold this professional certification.

Kitchell's architecture is typified by his desire to remain true to any style he worked in, his strong sense of proportion and an excellent eye for detailed ornamentation. Kitchell's Palm Beach commissions included the Exchange Building, the Biltmore Apartments and the commercial composition from 120-132 North County Road as well as residences for Amy Phipps, Otto Kahn, and Percy J. Williams. Kitchell's biggest projects were the Farmer's Bank and Trust Company on Clematis Street in West Palm Beach and Firth at Biltmore Forest, North Carolina, for Mrs. Mary Stuart Webb Vanderbilt. Kitchell collaborated with Addison Mizner on Mizner's design for Riverside Baptist Church in Jacksonville, and he was selected as President Roosevelt's "New Deal" architect for West Palm Beach.

In 1923, he met with architects William Manly King, W.B. Eckler, Henry Stephen Harvey, O.J. Williams and Agnes Ballard at Addison Mizner's Ocean Boulevard house to form a Society of Architects. He was later very involved in the American Institute of Architects. Kitchell's first wife, Anna, died in 1944. He married his second wife, Mae, in 1945. Kitchell's own home was at the foot of the Southern Bridge in West Palm Beach, and later served as the headquarters of the local United Daughters of the Confederacy. It was razed to provide additional parking for the Greek Orthodox Church. Bruce Kitchell died in West Palm Beach on April 6, 1949, at age 70.

Bruce Kitchell's contribution to the Royal Poinciana Way National Register District include designing the Biltmore Apartments at 184 Sunset Avenue, as well designing the Exchange Building at 100 N. County Road and several storefronts along North County Road in the 1920s before they were all redesigned by John Volk in 1941.

Gustav Adam Maass, Jr.

Gustav Adam Maass, Jr. was born in New Orleans, the third of eight children of German immigrants. His father was a mechanical engineer. Maass grew up in New Orleans and Birmingham, Alabama. He received a degree in architecture from the University of Pennsylvania in 1917, and worked during World War I in the U.S. Civil

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Service at League Island Navy Yard in Philadelphia. Returning to Birmingham after the war in 1919, Maass directed the architectural department of the Tennessee Coal and Iron Company, a subsidiary of United States Steel Corporation. Later Maass worked for the firm of Warren, Knight and Davis, where he designed a variety of structures, including a Masonic Temple, schools, churches, and houses. There he met and married Helen Hensley.

In 1921 Maass joined Harvey and Clarke (architectural firm) in West Palm Beach, where he participated in the design of railroad stations on Florida's east and west coasts, including the Seaboard Railway Station in Delray Beach. Maass designed many buildings in Delray Beach in the 1920s; his Art Deco style was reflected in commercial buildings along Atlantic Avenue.

Perhaps Maass is most well known for his association with John L. Volk. The two formed a partnership that lasted from 1927 to 1935 and was headquartered in Phipps Plaza. During this time the two famous architects designed homes for Jacob H. Marx, J.H. Behrens, Charles M. Hayes and Charles Hall among others. Following his partnership with John L. Volk, Maass started his own successful firm in Palm Beach. Over the course of his career, Maass designed projects in Palm Beach, Delray Beach, Boca Raton and West Palm Beach. Maass died on April 22, 1964.

Gustav Maass's contribution to the Royal Poinciana Way National Register District include designing 233-235 Royal Poinciana Way and 101 N. County Road.

David Bradford Scoville

David Bradford Scoville was born in Washington, D.C. on December 23, 1899. He attended Armour Institute of Technology in Chicago, graduating with a MEA degree in 1925. He worked as a draftsman for Holabird & Root in 1925, and as an architect for Leonard Construction Company in Chicago from 1928-1945. He came to West Palm Beach in 1945, and from 1945-1950 he was associated with the Clarke & Nevins firm as a partner. In 1950, he left the Clarke, Nevins & Scoville firm to work for Linden, Bissett, Carlisle and Wolff in Texas, where he remained until 1954. He then returned to West Palm Beach to practice under his own name as D.B. Scoville, Architect. He considered his most notable commissions as the Church of Good Shepard in Corpus Christi, Texas, the City Hall and Exhibition Center in Fort Myers, Florida, and the WEAT-TV Station in West Palm Beach. Scoville served on the West Palm Beach Board of Appeals from 1954-1955 and was active in the Palm Beach chapter of the American Institute of Architects. Scoville retired ca. 1960 and moved to Caselbury, Florida. He died in 1968 at age 69.

David B. Scoville's contribution to the Royal Poinciana Way National Register District includes designing the 1954 second floor addition of the apartment building at 244 Sunset Avenue.

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Belford Wren Shoumate

Belford Wren Shoumate was born in 1903 in Mobile, Alabama in 1903. He received his architectural training from the University of Pennsylvania, where he studied with Paul Philippe Cret. After graduating in 1930, Shoumate worked for architects in Mobile and Philadelphia. He also worked in New York City for Joseph Urban.

Shoumate arrived in West Palm Beach, Florida in 1936 and became licensed as an architect in 1937. He practiced his profession for 54 years from an office in his home, which was located in Phipps Plaza (known as Architects' Row). Shoumate's most celebrated designs included Bermuda, Colonial and Art Deco styles, which assisted in shaking Palm Beach from the very prevalent Mediterranean Revival standard. One of the first buildings he designed in South Florida was an art deco/art modern residence named "The House of the Future" at the 1939 World's Fair.

Shoumate became very interested and active in the preservation of Palm Beach's architectural heritage and presided over and contributed to the organizational efforts of preservation committees, including that of The Preservation Foundation of Palm Beach. By the time Belford Shoumate died in 1991 at the age of 88, he had worked on more than 1500 buildings.

Belford Shoumate's contribution to the Royal Poinciana Way National Register District include designing the two story, front addition to 255 Royal Poinciana Way in 1964.

Louis A. Simon

Born in Baltimore, Maryland, Louis A. Simon would dominate the Office of the Supervising Architect of the U.S. Treasury for forty-five years. Simon received his architectural education at the Massachusetts Institute of Technology, then launched the traditional tour of Europe, and finally opened an office in Baltimore in 1894. In 1896, Howard Crane hired Simon for the Supervising Architect's Office. He was Superintendent of Architects in the office from 1905-1933. From 1915-1933, during the tenure of Acting Supervisor Architect James A. Wetmore, a lawyer and political appointee, Simon was responsible for the direction of much of the design work. Simon served as Supervising Architect in the office of the Treasury from 1933 to 1939, when the office was moved to the Public Works Administration/Works Progress Administration. During his tenure, Simon designed and oversaw hundreds of projects, ranging from major projects to more minor buildings, but the majority of his designs were for post office buildings. Simon was unwavering in his defense of what he considered a "conservative-progressive" approach to design in which he saw "art, beauty, symmetry, harmony and rhythm."

Louis A. Simon's contribution to the Royal Poinciana Way National Register District includes designing the Palm Beach Post Office at 95 N. County Road.

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John Stetson

John Stetson was born in Fort Pierce, Florida on June 25, 1915. After graduating from Fort Pierce High School in 1933, he attended the University of Florida School of Architecture until 1936 when, for financial reasons, he had to withdraw from college. He found "intern" employment immediately in the Palm Beach office of Lester W. Geisler (AR000705). He worked for Mr. Geisler until 1941. During World War II, Stetson worked for the U.S. Army Engineers as a designer in Trinidad. He later enlisted in the Army Air Corps in early 1945 and was stationed in Tampa. With the end of the War, John went to work as a designer for Norman Frank Six (AR000996) in Tampa. On June 13, 1947, he became licensed as an architect in Florida with certificate No. AR0001563. He then opened an office on Royal Palm Way in Palm Beach. Stetson then designed his own office at 249 Peruvian Avenue in Palm Beach where he practiced his profession for the rest of his life. Extremely active in civic and construction affairs, Stetson was designated a Fellow in the American Institute of Architects in 1963. A prolific designer, his practice not only included up-scale residences in Palm Beach and Hobe Sound, but many public schools and commercial buildings as well. John Stetson died on November 22, 1986, at age 71.

John Stetson's contribution to the Royal Poinciana Way National Register District includes designing the original first floor and the 1953 second floor addition of the apartment building at 244 Sunset Avenue.

John L. Volk

John Volk has been called the last of the "original" Palm Beach architects. He was one of an elite group of early 1920s architects which included Addison Mizner, Maurice Fatio, and Marion Sims Wyeth who developed the architectural styles of the island that came to be known as the "Palm Beach Style". His designs included the Royal Poinciana Playhouse, conversion of the Four Arts Gallery, the Florida Capital Building on Royal Palm Way and several shops on Worth Avenue including the Everglades Colonnade.

Volk was born in Graz, Austria in 1901. He came to the United States with his parents at the age of nine and grew up in New York. He attended Columbia University School of Architecture and the Ecole des Beaux Arts. Volk opened his office in Palm Beach in 1925.

Volk designed more than 1000 houses, theaters, clubs, shops, and other buildings and lived in Palm Beach from 1925 to his death in 1984. He designed homes for some of the wealthiest and most powerful people in America over his 58-year career in Palm Beach including Colonel Robert McCormack, William Paley, George Vanderbilt, Nicholas DuPont, Henry Ford II, Herbert Pulitzer, Matthew Mellon, George Storer, Horace Dodge II, and John S. Phipps

Included in the designs of John Volk are some of the most prominent buildings in the Palm Beach area including the First National Bank, the Royal Poinciana Plaza, the center section of the Town Hall, the Beach

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Club, Good Samaritan Hospital, and the golf terrace and orange gardens of the Everglades Club. He also extensively modified and rebuilt the Bath and Tennis Club after a major hurricane.

Numerous other buildings are the result of Mr. Volk's labor and it must be noted that no particular style can be exclusively associated with Mr. Volk. Unlike other talented architects who developed or refined specific styles, John Volk understood and perfected many varying architectural styles from the popular Mediterranean Revival to Contemporary Design.

Volk was a member of the Palm Beach Landmarks Preservation Commission that works to save historic properties in Palm Beach. The John L. Volk Foundation was established in 1998 to preserve his legacy and support architectural scholarships.

John L. Volk's contribution to the Royal Poinciana Way National Register District include redesigning the buildings from 100 - 118 N. County Road, which is the entire west side of North County Road from Royal Poinciana Way to Sunset Avenue.

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ROYAL POINCIANA WAY HISTORIC DISTRICT
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DESCRIPTION

CONTRIBUTING BUILDINGS

*Listed in the National Register of Historic Places

<u>ADDRESS</u>	<u>PRESENT USE</u>	<u>STYLE</u>	<u>DATE</u>	<u>FMSF#</u>
<u>Royal Poinciana Way</u>				
207	Commercial	Mediterranean Revival	c. 1927	8PB6680
209-215 (211)	Commercial	Neo-Classical Revival	1922	8PB4331
221	Commercial	Masonry Vernacular	1947	8PB12908
221A	Commercial	Frame Vernacular	c. 1915	8PB6682
221B	Commercial	Masonry Vernacular	c. 1925	8PB6682
233-235	Commercial/Residential	Masonry Vernacular	1945	8PB4332
249	Commercial	Masonry Vernacular	1949	8PB9384
251	Commercial	Frame Vernacular	c. 1923	8PB13563
253	Commercial/Residential	Masonry Vernacular	1921	8PB6683
255	Commercial/Residential	Mission Revival	c. 1915	8PB6684
277-283	Commercial	Neo-Classical Revival	c. 1918	8PB4335
<u>North County Road</u>				
95*	Commercial	Mediterranean Revival	1937	8PB209
100	Commercial	Art Moderne	1941	8PB4153
101	Commercial	Art Moderne	1936	8PB4152
105	Commercial/Residential	Mediterranean Revival	1925	8PB6440
106	Commercial	Masonry Vernacular	1941	8PB1670
108-110	Commercial	Masonry Vernacular	1941	8PB1671
112	Commercial	Masonry Vernacular	1941	8PB1672
114	Commercial	Masonry Vernacular	1941	8PB1673
118	Commercial	Art Moderne	1941	8PB4153
<u>Sunset Avenue</u>				
184	Commercial/Residential	Mediterranean Revival	1924	8PB6822
214	Commercial/Residential	Mission Revival	1921	8PB6823
214A	Commercial	Masonry Vernacular	1932	8PB6823
244	Residential	Mid-Century Modern	1952	8PB1674
262	Commercial	American Four-Square	1920	8PB6828
262A	Accessory Structure	Masonry Vernacular	1925	8PB6828
280	Commercial/Residential	Mediterranean Revival	1924	8PB6829

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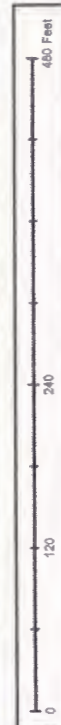
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ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
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NON-CONTRIBUTING BUILDINGS

<u>ADDRESS</u>	<u>PRESENT USE</u>	<u>STYLE</u>	<u>DATE</u>	<u>FMSF#</u>
<u>Royal Poinciana Way</u>				
217	Commercial	Masonry Vernacular	c. 1923	8PB13562
231	Commercial	Modern	1958	N/A
245	Commercial	Masonry Vernacular	1972	N/A
257-259	Commercial	Masonry Vernacular	1950	8PB13564
261	Commercial	Masonry Vernacular	1924	8PB4333
265	Commercial	Masonry Vernacular	c. 1923	8PB4334
<u>Sunset Avenue</u>				
208-210	Commercial	Masonry Vernacular	1957	N/A
212	Commercial	Masonry Vernacular	1957	N/A
254	Commercial	Masonry Vernacular	1987	N/A

ROYAL POINCIANA WAY HISTORIC DISTRICT



- Royal Poinciana Way Historic District
- Building Footprint
- Parcel
- Contributing



Created By: David Dorta
 Date: September 03, 2014
 Town of Palm Beach
 Planning, Zoning & Building Dept.

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ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
STATEMENT OF SIGNIFICANCE

ARCHITECT/BUILDER

Volk, John L.
Maass, Gustav A. Jr.
Simon, Louis A.
Kitchell, Bruce P.
Hampton, Martin Luther
Babcock, Lucius Draper
King, William Manly
Jacobs, Julius
Shoumate, Belford Wren
Harding, Henry Knowles
Stetson, John
Scoville, David Bradford

NARRATIVE STATEMENT OF SIGNIFICANCE

Summary

The Royal Poinciana Way Historic District represents the historic main street commercial area of the Town of Palm Beach and is a collection of commercial and residential buildings constructed between circa 1915 and 1987. The district is generally centered in the vicinity of Royal Poinciana Way and Sunset Avenue between North County Road and Bradley Place. The historic district contains thirty-six buildings, twenty-seven which are contributing and nine that are noncontributing. The Palm Beach Post Office is the only property individually listed on the National Register of Historic Places.¹ The Palm Beach Post Office, the Bradley House Hotel and the Biltmore Apartments are individually designated as local landmarks in the Town of Palm Beach. The contributing building resources are confined to eight architectural styles, Mediterranean Revival, Mission Revival, Art Moderne, Neo-Classical Revival, American Foursquare, Mid-Century Modern, Frame Vernacular and Masonry Vernacular. The buildings are either one or two stories in height and the most prevalent exterior building material is stucco.

Historic Context

Prior to the sixteenth century discovery of Florida by Spanish explorers, Native Americans inhabited the area around the present-day Town of Palm Beach. Nomadic hunters roamed throughout Florida for 10,000 years

¹ Jan Tracy, 1982. National Register Nomination for Palm Beach Post Office, Site File 8PB209.

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before European settlement began. Although the specific Indian group that lived in the Palm Beach area is unknown it is believed that they were either the Jaega or Ais Indians.²

Official credit for the discovery of Florida belongs to Juan Ponce de Leon, whose voyage in 1513 took him along the eastern coast of the Florida peninsula. He is believed to have sailed as far north as the mouth of the St. Johns River before turning south, stopping in the Cape Canaveral area and possibly at Biscayne Bay. It is likely that Ponce de Leon and his men briefly explored the Jupiter inlet area late in April 1513. Other Spanish explorers followed Juan Ponce de Leon, and over the next 50 years the Spanish government and private individuals financed expeditions hoping to establish a colony in "La Florida." From the sixteenth to the eighteenth century, Spain also tried to establish missions throughout Florida, but the large Native American population was mostly hostile to the missionary attempts to colonize the region so most of their efforts failed.

By the beginning of the eighteenth century, the Native American population of Florida had declined considerably as a result of disease, slave raids, intertribal warfare and attacks from English-aided Creek and other Indians. Throughout the early part of the century, the English and their Indian allies made frequent raids into southern Florida, killing many and carrying even more to Charleston where they were sold to the English as slaves.³

The relatively small population of Native Americans in Florida at the end of the eighteenth century increased dramatically as the result of the Creek Rebellion of 1813-1814. This rebellion was part of a larger Native American movement that swept through the Southeast in the first two decades of the nineteenth century. In this rebellion, the great Shawnee leader, Tecumseh, organized many Creek and other Native American towns in the Southeast against the encroachment of white civilization and culture. He taught that the white invaders could be driven away through a combination of intertribal solidarity and a return to a native religion and culture. Creek adherents to this movement were known by Anglo-Americans as "Red Sticks."⁴

The Red Sticks rose up in rebellion against white settlements, mostly in Georgia and Alabama, during 1813 and 1814. The rebellion was eventually crushed by a combination of U.S. troops and pro-U.S. Cherokee under the command of General Andrew Jackson at the Battle of Horseshoe Bend in 1814. More Native Americans died in this battle than any other in the history of the United States. This defeat and the harsh conditions Jackson forced on the Creeks led to a massive migration of Creek refugees into Florida.⁵

From the late 1500s through the early 1800s, ownership of Florida changed frequently with Spain, Great Britain and France wrestling for control of the peninsula. By 1814, the United States had gained control Florida, and

² Jane S. Day, Ph.D. Town of Palm Beach Historic Site Survey, 2004.

³ Cultural Resource Assessment Survey (CRAS) of Flagler Memorial Bridge, Janus Research, 2007

⁴ CRAS of Flagler Memorial Bridge, 2007.

⁵ CRAS of Flagler Memorial Bridge, 2007

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ROYAL POINCIANA WAY HISTORIC DISTRICT
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with the Adams-Onís Treaty of 1819 solidifying the American position, Florida was formally organized as a U.S. Territory in 1821. The population of the territory at that time was still centered in the northern areas around Pensacola, St. Augustine and Tallahassee. However, as more European-American settlers moved into the region, conflicts arose with Native Americans and in 1835 the Second Seminole War began. While on a military expedition from Fort Lauderdale in 1841, Captain Wade attacked several Seminole villages that were sited on the present-day towns of Palm Beach and Riviera Beach. During the same year, Lake Worth was named in honor of General William Jenkins Worth, a commander of the Federal forces during the Second Seminole War.

After seven years and many battles, Colonel Worth declared an end to the Second Seminole War in August of 1842. To encourage settlement in the middle and southern portion of the Florida territory after the war, the Armed Occupation Act of 1842 offered settlers 160 acres of land at no cost, provided they build a house, clear five acres, plant crops, reside on the land for five years and be willing to bear arms. This act, plus the end of the Second Seminole War, created a small wave of immigration by Anglo-American pioneers to central and southern Florida, but the region still remained mostly uncivilized.

Little military or Seminole activity was reported in the boundaries of present-day Palm Beach during the Third Seminole War (1855-1858). While Palm Beach County was not exempt from hostilities, most of the action was centered in the Jupiter area, as settlement around present-day Palm Beach remained limited to scattered farms.

During the 1800s, the area that now makes up Palm Beach County was part of a much larger Dade County, which encompassed the land from the St. Lucie River to Key West. The area from the Jupiter Lighthouse to Boynton Beach, including Palm Beach, was called Lake Worth. Because of Lake Worth's remote location and the difficulty of transportation, settlement of the area did not occur until the last half of the nineteenth century.⁶

During this period in Florida's history (1860s - 1870s), Henry Morrison Flagler, one of the most influential figures in the settlement and development of Palm Beach, was establishing his fortune in his new venture in the oil refining industry with partner John D. Rockefeller. This partnership eventually grew into the Standard Oil Company, the biggest, most prosperous and foremost monopolizing oil empire of the nineteenth century.

The first evidence of settlement in Palm Beach occurred under the Armed Occupation Act. As noted previously, this legislation offered 160 acres to settlers who would live and defend the area in response to threatening Indian presence. Three men staked claims: James H. Russell, John S. Hutchinson and William

⁶ The Jupiter Inlet Lighthouse became Palm Beach County's first permanent settlement. Construction of the lighthouse began in 1853, but it was not completed until 1860. The Civil War began a year later, and confederate sympathizers extinguished the light in an attempt to thwart the Union ships catching blockade runners. The light was reestablished in 1866 and a small settlement was established.

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ROYAL POINCIANA WAY HISTORIC DISTRICT
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Loring. Other early settlers who lived in the area and filed homesteads included William Lanehart, M.B. Lyman and H.F. Hammon.⁷

The first families to move to today's Palm Beach arrived in 1876. Moore W. Dimick moved his family to Florida in hopes of improving his health. Dimick brought his wife, Pathenia, sons Franklin and Elisha Newton "Cap" with their spouses, and daughter and son-in-law Marion and Albert Geer. The David Brown family also accompanied the group. These early settlers purchased land for \$1.00 an acre in sections that went from Lake Worth to the Atlantic Ocean. The land was inexpensive, but the families endured many hardships while trying to establish a settlement.

One of the fortunate improvements that enhanced the island was the planting of coconut palms. In 1878, the 175-ton brig Providencia, on its way from Trinidad to Spain wrecked on a reef off Palm Beach with twenty thousand coconuts aboard. Will Lanehart and H.F. Hammon salvaged the coconuts from the wreck, and, with help from other settlers, planted the coconuts in and around their settlements.

In 1880, the conditions on the shores of Lake Worth were still tenuous. Franklin Dimick became discouraged and sold his land to brothers Edmund and John Brelsford before moving to North Carolina. That same year, in an effort to bring in extra income, E.N. "Cap" Dimick and his wife Ella added eight rooms to their house and took in "first class boarders" in their newly formed "Coconut Grove Hotel." This was the first hotel to open and offer rooms to winter tourists.

Between 1880 and 1893, the shores of Lake Worth gradually grew more civilized. On May 30, 1880, the U.S. Post Office Department assigned a post office to the Lake Worth area. The Brelsford brothers built a house and began a number of businesses. Realizing the need for improved transportation, they built a thirty-ton schooner named the "Bessie B" that sailed between Jacksonville and Palm Beach. By 1884, the Brelsford brothers had opened a store that was advertised as "Brelsford Brothers, Dealers in General Merchandise." It was in this store in 1887, that the first Post Office was established on the island and Palm Beach got its name. Although the name applied for was originally Palm City, that name was already in use so it was decided that "Palm Beach" would be used.

In the winter of 1878, Henry and Mary Flagler took a trip to Jacksonville on advise from Mary's doctors that the warm climate would benefit her ailing health. Unfortunately, her health continued to deteriorate and Mary Flagler died in May of 1881. Now 53, Henry remarried a year later to Mary's former nurse, 35-year old Alice Shrouds. It was during the beginning of this marriage that Henry became enamored with Florida. In the winter of 1883, Henry and Alice took a trip to St. Augustine by means of a weeklong railroad and boat journey. They enjoyed their respite from the below zero temperatures that was freezing most of the northern cities, and stayed until March. The Flaglers returned to St. Augustine the next winter and stayed in a new upscale hotel that had

⁷ "Pioneer Reminiscences," Palm Beach Life. 15 March 1932, pp. 22-23.

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been built since their last visit. There were many wealthy northerners staying there to escape the cold and this gave Henry Flagler an idea that would dramatically change the east coast of Florida.

Before returning to New York in the spring of 1885, Henry decided to build a multi-million dollar luxury hotel in St. Augustine that would be the finest in the South. He immediately began to plan how to transport the future customers that were to fill this hotel. At the time, tourists had to travel by rail to Jacksonville, ferry across the St. John's River and resume travel by a local, narrow gauge railroad to St. Augustine. Realizing that transportation was the key to successfully promoting his new hotel, Henry proceeded to have a bridge built across the St. John's River and upgrade the remaining railroad tracks to standard gauge.⁸ Flagler's new hotel, the Ponce de Leon, opened on January 10, 1888, to great fanfare.⁹ Over the next two years Flagler opened two more luxury hotels in St. Augustine. These hotels quickly became huge successes and Flagler saw that there was money to be made by building future hotels and resorts southward along Florida's east coast. Flagler began to buy up existing local railroad companies to expand his FEC Railroad. Thousands of laborers surveyed and hacked their way through the wilderness at an amazing rate extending the FEC Railroad south.

The 1880s brought the beginnings of a continuous stream of winter visitors to Palm Beach and started what was to be the area's first real estate boom. Out-of-towners began to buy land and build houses on the lake. E.N. "Cap" Dimick added fifty rooms to the Coconut Grove House and when those were full put up tents to accommodate more tourists. As the area began to develop, the pioneer families added the institutions that were needed to improve daily life in their growing community. The first public school was built in 1886, and in 1889, Bethesda-by-the-Sea became Palm Beach's first organized church.

Despite its growth, Palm Beach was still a small community when Henry Morrison Flagler first visited in the early 1890s. Flagler had just received permission to extend his FEC Railroad all of the way to Miami and when visiting Palm Beach he became so captivated with the island that he purchased the McCormick Cottage plus ten surrounding acres and four hundred feet of lake frontage. Early in the summer of 1893, Flagler hired McGuire and MacDonald to construct a grand hotel along the banks of Lake Worth. Completed in February of 1894, the Royal Poinciana Hotel became the world's largest wooden hotel structure and transformed Palm Beach from a small community to a tourist destination. The hotel had sleeping quarters for over 1,200 guests, a magnificent dining room and employed over 1,400 people. In April of 1894, Flagler's FEC Railroad reached West Palm Beach and in 1895 the first railroad bridge was completed over Lake Worth linking the mainland to Palm Beach. This bridge, which had its eastern terminus just south of the Royal Poinciana Hotel, allowed scores of wealthy visitors to be transported directly to the island. Flagler had luxurious trains direct from New York, Chicago, Detroit and Kansas City, and a storage yard for private rail cars.

⁸ Flagler's engineers were faced with a task that had never been accomplished before -- to sink railroad piers in over ninety feet of water. The engineers made railroad history by constructing a bridge that finally linked Jacksonville to St. Augustine.

⁹ The hotel cost \$2.5 million dollars to construct, with over 1,000 laborers and artisans working for two years straight to complete the structure that covered five acres.

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The Royal Poinciana Way Historic District initially developed in relationship to Flagler's FEC Railway extension into Palm Beach. The eastbound lanes of Royal Poinciana Way were once the location of the FEC Railway tracks that approached Palm Beach from the FEC Railway Bridge that originated in West Palm Beach. As noted previously, this first bridge was built in 1895 just south Flagler's immense Royal Poinciana Hotel. This location was chosen so that visitors traveling by rail could arrive immediately at the hotel.

In 1896, shortly after the opening of the Royal Poinciana Hotel, Flagler built the oceanfront Palm Beach Inn. Believed to be the first Florida resort built directly on the beach, the popular Palm Beach Inn was quickly renamed The Breakers. In 1903, the building was completely destroyed by fire, but a larger hotel of the same name was constructed on the site the following year. The new Breakers Hotel quickly became one of Flagler's most popular resorts. Flagler's railroads and luxury hotels had changed the way many of the upper class vacationed, and Palm Beach was gaining a reputation as a popular vacation spot for wealthy travelers to spend the winter season. Flagler's railroad also attracted settlers by the thousands, many eager to begin agricultural endeavors, especially in the citrus and vegetable industries.

Another early institution that contributed to the growth and glamour of Palm Beach was Bradley's Beach Club. Opened in 1898 by Colonel Edward R. and John R. Bradley on the present site of Bradley Park, the casino flourished with high stakes for high society.¹⁰ At first there was strong opposition, but Bradley skirted complaints by running it as a private club and endearing himself to many with his integrity, political favors and generous charitable contributions. Despite the fact that gambling was illegal in Florida, Bradley's Beach Club remained open until 1946 and earned the reputation as the longest operating illegal gambling establishment in the country.

At the turn of the century, Palm Beach society was known as "the cottage colony." Yearly visitors to the island began to find hotel rooms too small and inadequate for their needs. Flagler responded by constructing a series of large shingled cottages on the ocean that could be rented for the season. Although social activities continued to revolve around the hotels, the hotel cottages became so popular that individuals began to erect their own cottages on town lots. Many large, shingled cottages lined Sunset Avenue and surrounding streets. Almost every cottage had a name and the City Directories dedicated several pages to "Palm Beach Cottages" listing them alphabetically by name followed by their address and owner.

In 1901, as a wedding gift to his third wife, Mary Lily Keenan, Flagler commissioned Carrere & Hastings to design a private residence in Palm Beach for their own use. Whitehall, a palatial Beaux-Arts mansion, was completed for the Flaglers in 1902 at a cost of \$2.5 million with an additional \$1.5 million in furnishings. Also

¹⁰ Bradley Park is bounded by Royal Poinciana Way on the south, Bradley Place on the east, Sunset Avenue on the north and the Intracoastal Waterway on the west.

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in 1902, the original FEC railroad bridge was replaced with a new Flagler Railroad Bridge just north of the Royal Poinciana Hotel, in order to reduce the noise from the trains at Whitehall.¹¹

During the first decade of the twentieth century, improved transportation in the state opened the lines to export Florida's agricultural products. As various products such as fruits and vegetables were leaving the state, many people were arriving in Florida. Some entered as new residents and others as tourists. Significant population growth along the east coast of South Florida prompted the Florida State Legislature to carve Palm Beach County out of Dade County in April of 1909, with West Palm Beach designated the county seat. By this time, Palm Beach had a daily newspaper, a number of small businesses and several churches.

Palm Beach formally incorporated as a town in 1911 with thirty-four of the thirty-five eligible voters voting in favor. E.N. "Cap" Dimick was elected Mayor and the first Town Council included William Fremd, Dr. John W. Doe, Enoch Root and J.B. Donnelly. 1911 was also the year that the first vehicular bridge was built over Lake Worth originating and terminating close to the site of the current Royal Park Bridge.

Early real estate development of Palm Beach consisted of subdividing "jungles" and agricultural property for the sale of lots and home sites to winter visitors. J.R. and E.R. Bradley's "Floral Park" was the first platted subdivision and it is the subdivision that today encompasses the area of the Royal Poinciana Way Historic District. When platted in 1912, Floral Park consisted predominately of rectangular lots that were long and narrow with only twenty-five feet of frontage along the street. The Bradleys hired Lewis Henry Green, a realtor from California, to promote the project and auction off the lots. Green offered prizes for potential buyers and sold out the project within a few hours on February 19, 1912.

Over the next decade, consolidation of some narrow lots allowed for larger buildings, but the scale of the streets in Floral Park remained small. Main Street had scattered mixed use with dwellings, stores, offices, cottages and municipal buildings such as the town hall, the post office and the jail.¹² Large and small picturesque "cottages" of seasonal residents lined the north and south sides of Sunset Avenue from the lake to the ocean.¹³ Most of these original buildings were wood frame structures, with the dwellings being mostly wood shingle and Bungalow style.¹⁴ Because the Flagler Railroad Bridge, which predates the other two bridges to Palm Beach, ran immediately south of Main Street, this was the only place of embarkation, other than by boat, to the island

¹¹ This second bridge was in use from 1902 - 1937.

¹² Jane S. Day, Ph.D., "Contributing Building Report: The Historic Character of Royal Poinciana Way."

¹³ By 1920 there were approximately forty "cottages" of seasonal residents located on Sunset Avenue. Nearly every cottage had a name and there was a separate section in the City Directory for all of the named cottages in Palm Beach. Early photographs of Sunset Avenue show tree-lined streets with large and small picturesque frame dwellings. All of the early cottages built prior to 1920 have been demolished and replaced with new homes and large multifamily apartment and condominium buildings.

¹⁴ The 1919 Sanborn Insurance Company Map shows front porches on many of the wood frame buildings. There were also barracks for many of the hotel employees.

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during its early history.¹⁵ Main Street became the center of arrival, departure and most civic and commercial activity, as well as a location of early residences.¹⁶ Henry Flagler passed away in 1913 but his vast railroad and hotel empire endured and Palm Beach continued to grow and prosper.

Upon entering World War I, the U.S. Government took over all of America's railroads. Fortunately, the FEC Railroad did not suffer the government misuse that many other railroads experienced during the war years, and by the end of the war the FEC Railroad was in better shape physically than it had ever been. Palm Beach's housing development slowed during the war but domestic tourism increased as a result of the war in Europe. By the end of the war, Palm Beach had become one of the most important places in America to spend the winter season.

With the continued growth of Palm Beach, additional businesses and public entities were needed to service and entertain the seasonal residents. Several new buildings were constructed along Main Street between 1915 and 1919. The east building in Via Testa at 221A Royal Poinciana Way was built in the frame vernacular style circa 1915. This building appears to have originally housed the town jail.¹⁷ Also built circa 1915 was the first story of the building at 255 Royal Poinciana Way. Albert Guionnaud and his son operated the Parisian Photo Shop in this building for nearly 50 years.¹⁸ After the Mission Revival style second story was added to 255 Royal Poinciana Way in 1921, the Guionnauds moved into the apartment above the shop. The front of the building was demolished in 1964 due to excessive damage and rebuilt that same year to its current Mission Revival style design from plans by noted architect Belford Shumate. S. Ross Campbell commissioned the construction of The Campbell Building on the northeast corner of Royal Poinciana Way and Bradley Place in circa 1918.¹⁹ This Neo-Classical Revival style building, now listed as 277-283 Royal Poinciana Way, originally housed the town's post office, a grocery and other retail shops on the first floor. The second floor contained popular venues including the Campbell Hall Dance Floor, the Floral Park Casino and A.J. Comeau's Palm Beach Restaurant.²⁰ Newspaper articles from the late 1910s and early 1920s describe the restaurant and dancing floor as the "place to be" for New Year's Eve.

After World War I, Palm Beach experienced exceptional growth. Real estate activity increased steadily and drove up property values. Many subdivisions were platted and lots were selling quickly, creating a land boom. As the Florida Land Boom began to escalate, the FEC increased the number of trains travelling to south Florida and added more trains with opulent dining and lounge cars. In 1918, Addison Mizner, an established New York

¹⁵ The Royal Park Bridge was completed in 1911 and the Southern Bridge was completed in 1950.

¹⁶ Jane S. Day, Ph.D., "Contributing Building Report: The Historic Character of Royal Poinciana Way."

¹⁷ The building to the west was frame vernacular and the building to the east was masonry vernacular. The 1919 Sanborn Insurance Company Map shows the jail at this site and it appears to be in the frame vernacular building.

¹⁸ The photo shop had other names but it remained a photo shop owned and run by the Guionnauds for nearly fifty years.

¹⁹ S. Ross Campbell and his wife Anna lived in "Vue de Mer" cottage on the north side of Sunset Avenue on the lot adjacent to the Atlantic Ocean.

²⁰ Comeau Palm Beach Restaurant Opens with Dinner Christmas Eve, Palm Beach Post, December 14, 1919.

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architect who traveled extensively and studied in Spain, came to Palm Beach at the invitation of Paris Singer. He designed what became the Everglades Club in a "Mediterranean Revival" style that quickly gained great popularity. For Palm Beach, the building of the Everglades Club was an important milestone. The Club itself moved an exclusive element of the social scene away from the hotels and into a private realm. In addition, commissions to build private homes in the Mediterranean Revival style poured into Mizner's office beginning in 1919 with the Stotesbury's grand estate, El Mirasol. Other architects were also commissioned to design houses and commercial buildings in the Mediterranean Revival style, and the designs flourished throughout the island.

As new estates were built and subdivisions developed, Main Street grew and continued as the important center of town.²¹ By the mid-1920s, it had become an area for congregating in restaurants, dining, dancing, banking and shopping for both locals and visitors. There were apartments above several of the Main Street businesses as well as many single-family residences along Sunset Avenue. In a 1924 article in the Palm Beach Post, Main Street was described as "the heart of Palm Beach from which all other activities radiate like veins and arteries, with the post office and bank and the purveyor and the stock broker and the tobacco merchant and the bookshop, all adding their bits to the composite street." The area provided also much-needed services for those who worked in Palm Beach and it became a gathering place for "chauffeurs, bellhops and valets to meet and talk shop and munch hamburgers."²²

A number of the contributing buildings in the Royal Poinciana Way Historic District were constructed during the early years of the 1920s Boom era. In 1920, the dwelling at 262 Sunset Avenue was constructed in the American Foursquare style, a very popular house style in the United States from the mid-1890s through the late 1930s. A year later, in 1921, H. G. Mitchell constructed a two-story, Mission Revival style building at 253 Royal Poinciana Way. The building originally housed the Moulin Rouge and the interior was designed to be a reproduction of the Paris café and dancing hall it was named for. That same year, another Mission Revival style building was constructed at 214 Sunset Avenue. The building was used for many years as a hotel, beginning in 1921 as The Clinton Hotel.²³ In 1932, Julius Jacobs designed a dining room annex for the hotel just to the west and connected the buildings in the space that forms the northern terminus of Via Testa. To meet the entertainment needs of the increasing population, Town Councilman John "J.T." Havens built the Neoclassical Garden Theater at a cost of \$75,000. The 800-seat theater opened at 211 Royal Poinciana Way in 1922 with the classic Cecil B. DeMille silent-era photoplay, *The Affairs of Anatol*, starring Gloria Swanson. Havens leased the theater to the Stanley Company, which operated all theaters in Palm Beach and offered first-run, star-

²¹ "Summer Saunterings in Main Street." Palm Beach Post, May 31, 1925.

²² "The Saunterer." Palm Beach Post, February 1, 1924.

²³ The Hotel was later named the Orange Blossom Hotel, the St. Charles Hotel and Testa's Hotel.

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studded attractions for the island's seasonal venues.²⁴ The lobby was decorated with original oil paintings depicting Hollywood stars and between reels, a seven-piece orchestra entertained the patrons.²⁵ Michele Testa, Sr., who had recently arrived from Chicago in 1921, opened a small soda fountain in the Garden Theater and operated it in this location until 1929.

Palm Beach continued to thrive in the mid-1920s and Main Street prospered. In ca. 1923, the one-story Masonry Vernacular commercial building at 251 Royal Poinciana Way was constructed. This building originally housed an office for real estate agents, which was a fast growing profession in Palm Beach. J.T. Havens owned the lots on the northwest corner of Royal Poinciana Way and North County Road and in 1924 he hired architect Bruce Kitchell to design the Exchange Building, a two-story Mediterranean Revival style building with an arcade on the first floor and Mission-style parapets along Royal Poinciana Way and North County Road.²⁶ The Exchange Building housed mostly professional offices, including a number of offices occupied by real estate agents and stock brokers. Bruce Kitchell also designed the Biltmore Apartment building in 1924 on the southeast corner of Sunset Avenue and North County Road, now 184 Sunset Avenue.²⁷ This local landmark is a highly picturesque three-story Mediterranean Revival style building with four commercial storefronts on the west elevation facing North County Road and twenty-three one-bedroom apartments opening onto a courtyard facing Sunset Avenue. The original owner of record was the Palm Beach Realty Company.²⁸ Early advertisements hailed the apartment and commercial complex as having "the most up-to-date" conveniences in Palm Beach. The Biltmore Apartments were sold in May of 1925 for \$250,000. The new owners, H. Harding, Burrows McNeir, and George McNeir, continued to maintain the Biltmore as "luxurious, furnished apartments for select clientele from the north and east" who wished to vacation in Palm Beach.²⁹

The Bradley House Hotel, originally the Rosa May Apartments, is another local landmark building that was constructed during the height of the 1920s Land Boom. Miami architect Martin Luther Hampton designed this Mediterranean Revival style apartment building in 1924 at the southwest corner of Bradley Place and Sunset Avenue, now listed as 280 Sunset Avenue. Martin L. Hampton was one of the six original architects who comprised George Merrick's original design team in the creation of Coral Gables, Florida. Hampton was an accomplished architect who made a significant impact in the interpretation of the Mediterranean Revival style,

²⁴ Palm Beach resident Stanley C. Warrick owned the Stanley Company. By 1925, the Stanley Company operated all theaters in Palm Beach and West Palm Beach. In 1933, Warrick's Company went bankrupt and the Garden Theater and Paramount Theater became part of the Sparks chain of 120 theaters.

²⁵ Augustus Mayhew. Palm Beach Daily News, "Unforgettable Palm Beach: Town's Movie History Dates Back Nearly 100 Years." January 9, 2011. In 1935, shortly after the Sparks Theater chain took over, Havens was granted a nightclub license and opened Patio Marguery. Four years later, the Chambord restaurant opened in the space, offering French cuisine and gypsy violinists. During the mid-1950s and for the following decade, Trosby Auction Galleries conducted estate sales in the onetime picture palace. Today the building houses the Palm Beach Book Store.

²⁶ Current address is 100 N. County Road and 203 Royal Poinciana Way

²⁷ The Biltmore Apartment building is a Town of Palm Beach Landmark, Designation Report February 21, 1996, by Research Atlantica., Inc.

²⁸ Town of Palm Beach Building Permit dated May 26, 1924.

²⁹ Biltmore Apartments Designation Report February 21, 1996, by Research Atlantica, Inc.

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and the Bradley House Hotel with its series of galleries and interconnecting terraces around a central courtyard with a fountain and an arched arcade is a very good example of this style. In July of 1925, the Rosa May Apartment building and the Campbell Building were sold by the Campbell Building Company to a syndicate composed of George McNeir, Burrows McNeir and William Harding for "a consideration in excess of \$500,000."³⁰ The building was renamed the Algomac Hotel in 1926, and later became the Palm Beach Plaza Hotel.³¹ In 1967, the building was sold and renamed Bradley House and the new bar was named the Algomac.

From the late 1920s through the mid 1930s, the Land Boom began to decline steeply. Several factors contributed to the failure of the Florida real estate market. In the spring of 1925, many investors began to cancel Florida real estate transactions as they panicked by the news of false real estate ventures. By August of 1925, the FEC Railway placed an embargo on freight shipments due to ports and terminals overflowing with unused building materials. They refused to ship anything but perishable goods, halting much of the building construction throughout South Florida. In September 1928, a hurricane swept through Palm Beach, damaging much property including the Royal Poinciana Hotel. This natural disaster was followed a year later by Black Tuesday and the stock market crash. Some of Palm Beach's wealthiest were unaffected by the crash, but many were forced to suspend taking winter holidays, which hurt the hotels and town merchants, including many along Main Street. The Royal Poinciana Hotel was gradually demolished starting in 1930.³²

In spite of these adverse circumstances, residential and commercial buildings continued to be constructed throughout Palm Beach. From approximately 1924 – 1928, the west side of North County Road, now listed as 106 – 118 North County Road, was developed with one and two story commercial buildings with retail storefronts facing North County Road.³³ Across the street at 105 North County Road, a two-story Mediterranean Revival style commercial and residential building was constructed in 1925. The building is divided into three bays with a triple arched loggia along North County Road. In the late 1920s, the building housed a gift shop, offices for architect Bruce Kitchell and general contractor's Chalker & Lund as well as offices for a stockbroker and a real estate agency. In 1927, prominent architect William Manly King designed a restaurant at 207 Royal Poinciana Way. The first documented restaurant to occupy this space was Testa's Restaurant, which moved to this larger location from its thirteen-seat soda fountain in the Garden Theater. Michele Testa, Sr. ran this restaurant at 207 Royal Poinciana Way from 1929-1946.³⁴

Although Main Street served as the central shopping, dining and commercial area of town in Palm Beach's early years, it wasn't until the late 1930s that many of the notable resources that now comprise the area that

³⁰ Palm Beach Post, 19 July 1925. The owners comprising the Campbell Building Company were J.R. Anthony, J.H. Scott and A.H. Manly.

³¹ Some building permits and newspaper articles have Algemac Hotel rather than Algomac Hotel.

³² The demolition of the Royal Poinciana Hotel was completed in 1935.

³³ These buildings were all altered in 1941. 118 North County Road was for a number of years an automobile showroom.

³⁴ The first City Directory listing for this building is Testa's. Some of the restaurants that later occupied this building include Peter Dinkel's, The Grotto, Chuck and Harold's and current occupant, Nick & Jonnies.

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encompasses the Royal Poinciana Way Historic District came together to transform the area into a "gateway" to Palm Beach. Most notable, in 1938, the Flagler Memorial Bridge was completed, providing automobile traffic to and from West Palm Beach.³⁵ Royal Poinciana Way's landscaped medians were also designed and constructed at this time and the name was changed from Main Street to Royal Poinciana Way "in tribute to the old hotel and to the grounds where this tree is prevalent."³⁶ Both the bridge and the medians were developed and partially financed as part of a Public Works Administration (PWA) project. The Palm Beach Main Post Office was completed in 1937 as part of the WPA program, and today marks the eastern terminus of the historic district. Louis A. Simon, the supervising architect for the Public Works Branch of the United States Treasury Department, designed the Mediterranean Revival style building, which is a local landmark and listed on the National Register of Historic Places. Much more elaborate plans were drawn up by Addison Mizner, the original architect for the project, but by the time the project went out to bid in 1932, the economic climate had declined and Mizner was told to revise his plan. In 1933, while working on the revised plans, Addison Mizner passed away and Louis A. Simon took over the project, bringing the project to completion in 1937 on a much-reduced scale but still containing significant art and architectural elements. The lobby has an impressive ceiling of exposed and painted cypress beams and three large murals by noted landscape artist Charles Rosen depicting Seminole Indian scenes and landscapes of Palm Beach decorate the walls.³⁷

While the post office was under construction, noted architect Gustav Maass was hired to design the building directly north of the post office at 101 N. County Road. Maass designed this one story building in the Art Moderne style with its main entry on the curved southwest corner of the building. The building opened in 1936 as the Post Office Soda Bar and Grill.

In order to build the now iconic Royal Poinciana Way median, buildings along the south side of the original narrow Main Street had to be demolished. These included several FEC warehouses and barracks, a water tower, and the original town hall. The median was built as a designed landscape with rows of mature Royal Palm trees planted down both sides as well as along the outer streetscape. Circular mounded planting areas were interspaced with shrubs regularly spaced down the center of the median. A double boulevard was then constructed to flank the median. This landscape design remains largely intact today and serves as a focal point of the district.

After Main Street was widened and renamed Royal Poinciana Way in 1937, the Town decided that County Road should also be widened. In 1941, John Volk was hired to redesign the buildings along the west side of

³⁵ The 1902 railroad bridge was demolished in 1937. Prior to construction of the Flagler Memorial Bridge, the only bridge providing automobile traffic to Palm Beach was the Royal Park Bridge built in 1911.

³⁶ "What's in a Name." *Palm Beach Post-Times*. May 27, 1938. "The most attractive suggestion in Palm Beach has been the one that the double street be called Royal Poinciana Way in tribute to the old hotel and to the grounds where this tree is prevalent, and as a balance to the other bridge street, Royal Palm Way."

³⁷ Jan Tracy, 1982. National Register Nomination for Palm Beach Post Office, Site File 8PB209.

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North County Road from Royal Poinciana Way to Sunset Avenue in order to accommodate the increased width of the road. At the Exchange Building, Volk stripped the exterior of its ornamentation, removed the arcade on the first floor, and redesigned the structure into an Art Moderne style building by surfacing the building with smooth stucco sheathing punctuated with full height fluted pilasters with stylized capitals and adding a curved corner wall and heavy curved glass. Volk anchored the building at the north end of the block on the southwest corner of North County Road and Sunset Avenue with a similar Art Moderne style remodel and then redesigned the storefront facades of the remaining buildings along the west side of the 100 block of North County Road in a variety of vernacular styles. This work significantly modernized the buildings along west side of the 100 Block of North County Road.

With the beginning of World War II, tourism to Palm Beach slowed as a number of civilian facilities, such as hotels and private homes, were placed into wartime service. Several hotels in Palm Beach were commandeered by the military including the Breakers Hotel, which became Ream General Army Hospital. Railroads began to profit again, as servicemen, military goods and materials needed to be transported for the war effort. The highway and roadway systems were also expanded significantly during the war years and Morrison Field in West Palm Beach, which had opened in 1936 for commercial service and private planes, was converted to a military base in 1941 with 6,200 planes and 45,000 fliers.

At the conclusion of World War II, tourism quickly rebounded and became a major component of the town's economy. Housing development also increased dramatically as service men and women from around the country relocated to Palm Beach and surrounding South Florida communities. In 1945, Gustav Maass designed 233-235 Royal Poinciana Way as a commercial and residential building with two storefronts and eight apartments above. 233 Royal Poinciana Way originally housed an electrical appliance and building supply store while 235 Royal Poinciana Way was the longtime home of the Garner Indian River Fruit Company. Michele Testa, Sr. decided to move his Testa's restaurant a few lots to the west, so he bought property at 221 Royal Poinciana Way and in 1947 hired architect Draper Babcock to design a building with a restaurant on the first floor and apartments above. The restaurant was designed with a large outdoor seating area and a front dining room with pine paneling, booths and a wooden bar, giving it "Old Florida" charm. Testa's continues to operate from this location on Royal Poinciana Way and has become a fifth generation Palm Beach institution.

In 1946, one of Palm Beach's most prominent resident's, Colonel E.R. Bradley, died. It was stipulated in his will that his Beach Club be torn down and a city park be established on the land. Bradley's last wish was carried out and Bradley Park was established at the casino site on the north side of Royal Poinciana Way between the Intracoastal Waterway and Bradley Place.

The 1950s brought increased commercial and residential development to Royal Poinciana Way and Sunset Avenue. In 1950, architect John Pearson designed a one-story, masonry vernacular commercial building at 249 Royal Poinciana Way. The building originally housed the James B. Trotter Gift Shop. On Sunset Avenue,

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many of the original cottages were demolished and replaced with multi-family apartments and condominiums. In 1952, the first floor of a Mid-Century Modern apartment building at 244 Sunset Avenue was constructed for owner Richard Witt, followed by two second floor additions in 1953 and 1954. John Stetson designed the first floor and the 1953 addition, while D.B. Scoville designed the 1954 addition. This Mid-Century Modern building reflects the goal of its architects to bring modernism into Palm Beach's post-war residential buildings.

Today, Palm Beach continues to be a town well known for its unique history, culture and architecture. The beautiful tree-lined, landscaped mall of Royal Poinciana Way is an important scenic vista that provides a beautiful Gateway to Palm Beach. Through the existing elements, the Royal Poinciana Way Historic District continues to convey its historic physical integrity and a distinctive sense of a small town main street.

Statement of Significance

The Royal Poinciana Way Historic District, bounded by Royal Poinciana Way, North County Road, Sunset Avenue and Bradley Place, is historically significant under National Register of Historic Places (NRHP) Criterion A through its associations with the transportation, commerce, and development patterns of the Town of Palm Beach.³⁸ This district developed in connection with the Flagler Memorial Bridge, as well as with earlier Florida East Coast (FEC) railroad bridges, which resulted in the evolution of Royal Poinciana Way, including its street layout and creation of the signature medians. Royal Poinciana Way was the original Main Street of Palm Beach and the first Town Hall, Fire Station, Jail and Post Office were all located along this thoroughfare. In addition, important town retailers, services and residential buildings were located along Main Street, County Road and Sunset Avenue beginning in the early twentieth century.³⁹ Ultimately, the area evolved into a "gateway" leading into Palm Beach and remains that way today.⁴⁰

The Royal Poinciana Way Historic District is also significant under NRHP Criterion C, as the historic district maintains architectural significance as displayed by the designs of the contributing resources located within the district. The period of significance ranges from circa 1915, when the earliest remaining contributing building was built in what became Via Testa, to 1954, when the last contributing building, 244 Sunset Avenue, was completed. The contributing buildings located within the potential historic district are architecturally significant as good representations of early-to mid-twentieth century architecture in a variety of architectural styles including Mediterranean Revival, Mission Revival, Neo-Classical Revival, Art Moderne, American Foursquare, Mid-Century Modern, Masonry Vernacular and Frame Vernacular. The district also contains several individually significant structures, some of which were designed by prominent architects such as William Manly King, Gustav Maass, Martin Luther Hampton and John Volk.

³⁸ The boundaries of the proposed district are the south side of Royal Poinciana Way, the east side of North County Road, the south side of Sunset Avenue and the east side of Bradley Place. This historic district is "potentially eligible" for National Register of Historic Places designation.

³⁹ "Will Make Road on East Side: Dr. Munyon Gives a Forty Foot Right of Way from Lake to Ocean." Tropical Sun. June 18, 1904.

⁴⁰ Janus Research, Flagler Memorial Bridge PD&E Study, Cultural Resource Assessment Survey.

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National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section number 9 Page 1

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
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NATIONAL REGISTER OF HISTORIC PLACES
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Section number 9 Page 2

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
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ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
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**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section number 10 Page 1

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
GEOGRAPHICAL DATA

VERBAL BOUNDARY DESCRIPTION

The boundary of the Royal Poinciana Historic District is shown as the solid line on the accompanying map entitled "Royal Poinciana Way Historic District" dated September 3, 2014.

BOUNDARY JUSTIFICATION

The boundary of the Royal Poinciana Way Historic District reflects the development of the Town of Palm Beach's historic commercial main street from circa 1915 to 1954. The boundaries are defined by historic and visual continuity of the historic district. The rough boundaries are Sunset Avenue on the north, Bradley Place on the west, Royal Poinciana Way on the south, and the rear property lines of the buildings along North County Road on the east. Although commercial usage extends to the north of the historic district along Sunset Avenue, the buildings outside of the Royal Poinciana Way Historic District boundaries represent a later period of development than the contributing structures within the district boundaries.

ROYAL POINCIANA WAY HISTORIC DISTRICT



Royal Poinciana Way Historic District Parcel



Created By: David Dontia
Date: September 03, 2014
Town of Palm Beach
Planning, Zoning & Building Dept.

**United States Department of the Interior
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section number Photo Log Page 1

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
PHOTOGRAPHS

Photo List

1. 207 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
2. Royal Poinciana Way Historic District (Palm Beach, Palm Beach County), Florida
3. Janet G. Murphy
4. 2014
5. Murphy Stillings, LLC, West Palm Beach, Florida
6. Front (South) Façade, Looking North
7. Photo 1 of 36

Items 2 to 36 are the same for the other photographs unless otherwise noted.

1. 211 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
6. Front (South) Façade, Looking North
7. Photo 2 of 36

1. 217 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
6. Front (South) Façade, Looking North
7. Photo 3 of 36

1. 221 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
6. Front (South) Façade, Looking North
7. Photo 4 of 36

1. 221 A & B Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
6. Front (South) Façade, Looking North
7. Photo 5 of 36

1. 231 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
6. Front (South) Façade, Looking North
7. Photo 6 of 36

1. 233-235 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
6. Front (South) Façade, Looking North
7. Photo 7 of 36

**United States Department of the Interior
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**NATIONAL REGISTER OF HISTORIC PLACES
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Section number Photo Log Page 2

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
PHOTOGRAPHS

- 1. 245 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
- 6. Front (South) Façade, Looking North
- 7. Photo 8 of 36

- 1. 249 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
- 6. Front (South) Façade, Looking North
- 7. Photo 9 of 36

- 1. 251 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
- 6. Front (South) Façade, Looking North
- 7. Photo 10 of 36

- 1. 253 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
- 6. Front (South) Façade, Looking North
- 7. Photo 11 of 36

- 1. 255 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
- 6. Front (South) Façade, Looking North
- 7. Photo 12 of 36

- 1. 257 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
- 6. Front (South) Façade, Looking North
- 7. Photo 13 of 36

- 1. 261 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
- 6. Front (South) Façade, Looking North
- 7. Photo 14 of 36

- 1. 265 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
- 6. Front (South) Façade, Looking North
- 7. Photo 15 of 36

- 1. 277-283 Royal Poinciana Way, Palm Beach (Palm Beach County), Florida
- 6. Front (South) Façade, Looking Northeast
- 7. Photo 16 of 36

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**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section number Photo Log Page 3

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
PHOTOGRAPHS

1. 95 N. County Road, Palm Beach (Palm Beach County), Florida
6. Front (West) Façade, Looking Southeast
7. Photo 17 of 36

1. 101 N. County Road, Palm Beach (Palm Beach County), Florida
6. Front (West) Façade, Looking Northeast
7. Photo 18 of 36

1. 105 N. County, Palm Beach (Palm Beach County), Florida
6. Front (West) Façade, Looking East
7. Photo 19 of 36

1. 184 Sunset Avenue, Palm Beach (Palm Beach County), Florida
6. Front (West) Façade, Looking Southeast
7. Photo 20 of 36

1. 100 N. County Road, Palm Beach (Palm Beach County), Florida
6. Front (East) Façade, Looking Northwest
7. Photo 21 of 36

1. 106 N. County Road, Palm Beach (Palm Beach County), Florida
6. Front (East) Façade, Looking West
7. Photo 22 of 36

1. 108-110 N. County Road, Palm Beach (Palm Beach County), Florida
6. Front (East) Façade, Looking West
7. Photo 23 of 36

1. 112 N. County Road, Palm Beach (Palm Beach County), Florida
6. Front (East) Façade, Looking West
7. Photo 24 of 36

1. 114 N. County Road, Palm Beach (Palm Beach County), Florida
6. Front (East) Façade, Looking West
7. Photo 25 of 36

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**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section number Photo Log Page 4

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
PHOTOGRAPHS

- 1. 118 N. County Road, Palm Beach (Palm Beach County), Florida
- 6. Front (East) Façade, Looking West
- 7. Photo 26 of 36

- 1. 208-210 Sunset Avenue, Palm Beach (Palm Beach County), Florida
- 6. Front (North) Façade, Looking South
- 7. Photo 27 of 36

- 1. 212 Sunset Avenue, Palm Beach (Palm Beach County), Florida
- 6. Front (North) Façade, Looking South
- 7. Photo 28 of 36

- 1. 214 Sunset Avenue, Palm Beach (Palm Beach County), Florida
- 6. Front (North) Façade, Looking South
- 7. Photo 29 of 36

- 1. 214A Sunset Avenue, Palm Beach (Palm Beach County), Florida
- 6. Front (North) Façade, Looking South
- 7. Photo 30 of 36

- 1. 244 Sunset Avenue, Palm Beach (Palm Beach County), Florida
- 6. Front (North) Façade, Looking South
- 7. Photo 31 of 36

- 1. 244 Sunset Avenue, Palm Beach (Palm Beach County), Florida
- 6. East Façade, Looking Southwest
- 7. Photo 32 of 36

- 1. 254 Sunset Avenue, Palm Beach (Palm Beach County), Florida
- 6. Front (North) Façade, Looking South
- 7. Photo 33 of 36

- 1. 262 Sunset Avenue, Palm Beach (Palm Beach County), Florida
- 6. Front (North) Façade, Looking South
- 7. Photo 34 of 36

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**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section number Photo Log Page 5

ROYAL POINCIANA WAY HISTORIC DISTRICT
PALM BEACH, PALM BEACH COUNTY
PHOTOGRAPHS

1. 280 Sunset Avenue, Palm Beach (Palm Beach County), Florida
6. North and West Façades, Looking Southeast
7. Photo 35 of 36

1. 280 Sunset Avenue, Palm Beach (Palm Beach County), Florida
6. Front (North) Façade, Looking South
7. Photo 36 of 36

PHOTOS



#1. 207 Royal Poinciana Way



#2. 211 Royal Poinciana Way



#3. 217 Royal Poinciana Way



#4. 221 Royal Poinciana Way



#5. 221A & 221B Royal Poinciana Way



#6. 231 Royal Poinciana Way



#7. 233-235 Royal Poinciana Way



#8. 245 Royal Poinciana Way



#9. 249 Royal Poinciana Way



#10. 251 Royal Poinciana Way



#11. 253 Royal Poinciana Way



#12. 255 Royal Poinciana Way



#13. 257 Royal Poinciana Way



#14. 261 Royal Poinciana Way



#15. 265 Royal Poinciana Way



#16. 277-283 Royal Poinciana Way



#17. 95 North County Road



#18. 101 North County Road



#19. 105 North County Road



#20. 184 Sunset Avenue



#21. 100 North County Road



#22. 106 North County Road



#23. 108-110 North County Road



#24. 112 North County Road



#25. 114 North County Road



#26. 118 North County Road



#27. 208-210 Sunset Avenue



#28. 212 Sunset Avenue



#29. 214 Sunset Avenue



#30. 214A Sunset Avenue



#31. 244 Sunset Avenue



#32. 244 Sunset Avenue



#33. 254 Sunset Avenue



#34. 262 Sunset Avenue



#35. 280 Sunset Avenue



#36. 280 Sunset Avenue

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 12, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director of Planning, Zoning & Building

Re: Royal Poinciana Way Historic District
Cost Proposal from Murphy Stillings
Resolution No. 43-2014

Date: February 27, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council give consideration to the attached cost proposal from the Town's historic preservation consultant, Murphy Stillings LLC, to designate the block bordered by Royal Poinciana Way, Bradley Place, Sunset Avenue and North County Road as a Historic District on the National Register of Historic Places.

GENERAL INFORMATION

At its February 12, 2014 meeting, the Town Council voted affirmatively to request that Murphy Stillings prepare and present a cost proposal for designating the Royal Poinciana Way block (see description above) as an historic district on the National Register of Historic Places. That proposal, dated February 24, 2014, is attached for your review.

Council members should be advised of the following facts:

- The Landmarks Preservation Commission, June 2009, considered the possibility of designating the block as a local historic district, eventually voting 6-1 against. The issue resurfaced in January/February of 2012. A motion to place the proposed historic district "under consideration" failed 2-4 at that time.
- The block does not have to be declared as a local landmark in order for it to be designated as an historic district by the National Register of Historic Places.
- If designated by the National Register of Historic Places, the possibility of federal tax credits may apply. Properties on the block would also be eligible for the tax abatement provisions that apply to local landmarks as part of the Town's Historical Preservation Ordinance.

FUNDING/FISCAL IMPACT

Murphy Stillings has provided the Town with a cost quote of \$45/hour for their work. They estimate that between 150-200 hours would prove necessary (creating a high end cost of \$9,000). Note however, that their estimate does not include:

- Presence at the State of Florida, National Register Review Board Meeting at which the nomination will be heard, nor
- Any costs associated with educating and meeting with affected owners to explain all ramifications. It is a SHPO (State Historic Preservation Officer) threshold that at least 50% of the affected owners in the proposed district approve of the designation.

Although it is an estimate only, the total cost of all work necessary to effectuate the federal designation, would likely not exceed \$15,000 (including any necessary travel and owner approval arrangements). Funding for such expense can be provided within the "general fund contingency" budget.

SPECIAL CONSIDERATIONS

Janet Murphy and Emily Stillings will be present at the March 12, 2014 Town Council meeting to answer any questions you may have about required processes, etc. The last paragraph of their proposal identifies a cost-saving idea. If the Council proceeds forward, it may be wise to direct the owner approval process to occur first, with the understanding that the remainder of work, including expenses, associated with the pursuit of a federal designation would not occur unless the prerequisite percentage of owner approval (50%) is achieved.

Attachments

cc: Murphy Stillings

RESOLUTION NO. 43-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO MURPHY STILLINGS LLC, FOR HISTORIC PRESERVATION SERVICES RELATED TO THE ESTABLISHMENT OF ROYAL POINCIANA WAY HISTORIC DISTRICT IN AN AMOUNT NOT TO EXCEED \$15,000.

WHEREAS, the Town Council considered and approved an ordinance establishing a PUD-5 District in the Royal Poinciana Way area; and

WHEREAS, at its February 12, 2014 meeting, the Town Council directed the staff to obtain a proposal from the Town's landmarks consultants (Murphy Stillings LLC) to place the entire five acre area on Royal Poinciana Way and Sunset Avenue that make up the PUD-5 area on the National Register of Historic Places and designate it as a Historic District; and

WHEREAS, the staff was also directed to further explore the extent to which property owners will be eligible for Federal Tax Incentives, income tax credits, and local real estate tax abatements on qualified restoration of properties within the District; and

WHEREAS, a proposal has been received by Murphy Stillings LLC to provide the services as outlined above.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are hereby ratified and confirmed.

Section 2: The Town Council of the Town of Palm Beach hereby approves a purchase order to Murphy Stillings LLC, in an amount not to exceed \$15,000 for consulting services for placing the area within the PUD-5 Royal Poinciana Way District on the National Register of Historic Places as a Historic District, including eligibility for Tax Incentives, tax credits, and tax abatements for qualified restoration.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to approve this purchase order on behalf of the Town of Palm Beach.

Section 4: The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of these services, including any necessary change order work as recommended by the Planning, Zoning and Building Director.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach this 12th day of March 2014.

Gail L. Coniglio
Gail L. Coniglio, Mayor

ABSENT

Robert N. Wildrick, Town Council President

William J. Diamond
William J. Diamond, Council President Pro Tem

Richard M. Kleid

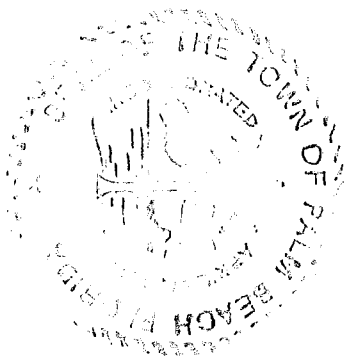
Richard M. Kleid, Town Council Member

Michael V. Pucillo
Michael V. Pucillo, Town Council Member

ATTEST:

Susan A. Owens
Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend
Penelope D. Townsend, Town Council Member



Murphy Stillings LLC

218 Almeria Road
West Palm Beach, Florida 33405
Phone: Emily Stillings 561.346.4755
Janet Murphy 561.758.8002
E-Mail: Emily@Murphystillings.com
Janet@Murphystillings.com

February 24, 2014

PROPOSAL FOR HISTORIC PRESERVATION SERVICES ROYAL POINCIANA WAY NATIONAL REGISTER DISTRICT PROPOSAL

The following is a proposal for the preparation of a National Register of Historic Places, Historic District Nomination Application. The area to be included in the historic district is the five-acre tract between Royal Poinciana Way and Sunset Avenue, and between Bradley Place and North County Road.

In addition to the prestige of being listed on the National Register, other benefits of the subject area being designated a National Register Historic District is that properties within the district become eligible to receive local and federal tax incentives for rehabilitation.

The Town of Palm Beach's Tax Abatement Program, in conjunction with Palm Beach County, is a financial incentive for landmarked buildings and contributing properties within a landmarked district. The Town's program allows a property to receive a ten-year exemption of 100% of the assessed value of all improvements that result from restoration, renovation or rehabilitation. The improvements must meet the Secretary of the Interior's Standards for Rehabilitation and be approved by the Landmark Preservation Commission.

The Federal Historic Preservation Tax Incentive Program encourages private sector investment in the rehabilitation and re-use of historic buildings. The program is administered by the State Historic Preservation Office, National Park Service and Internal Revenue Service. The program allows for a 20% income tax credit for the rehabilitation of income-producing buildings that are classified as contributing buildings in a National Register Historic District or individually designated in the National Register of Historic Places. The State Historic Preservation Office and the National Park Service review the work to ensure that it meets the Secretary of the Interior's Standards for Rehabilitation. A 10% tax credit is available for the rehabilitation of non-contributing buildings in a historic district built prior to 1936.

Murphy Stillings LLC proposes to prepare the following applications to have the subject area designated as a historic district in the National Register of Historic Places:

- Preparation of a Determination of Eligibility Application for the Florida Department of State, Division of Historic Resources.
- Preparation of the Historic District Nomination Application, which will include research, writing, photography, mapping, administration and correspondence with the State.

Murphy Stillings LLC will prepare the above applications for an hourly fee of \$45.00. We estimate, at this time, the number of hours required to prepare the above materials to be between 150 and 200 hours. Travel expenses, should the Town of Palm Beach request Murphy Stillings LLC's presence at the State

of Florida, National Register Review Board Meeting in which the nomination will be heard, are not included in this proposal.

A requirement of an area being designated a historic district in the National Register of Historic Places is that at least 50% of the property owners support the designation. The process of obtaining owner approval and signatures is not included in the above proposal. Murphy Stillings LLC would have an informational meeting for the property owner's to explain the benefits of becoming a National Register District. Owners' signatures could be obtained at this time or additional meetings with individual property owners may be required. The hourly fee for these meetings would be billed at a rate of \$45.00 per hour. A grassroots effort could be organized to assist with obtaining owner support and thereby reducing the hours by Murphy Stillings LLC. We would suggest the process of obtaining owner approval be done prior to preparing the nomination applications.

Thank you for your consideration of this proposal,

Emily Stillings, AICP
Historic Preservation Consultant
Murphy Stillings LLC

Janet Murphy
Historic Preservation Consultant
Murphy Stillings LLC

TOWN OF PALM BEACH

Town Council Meeting Development Review on: December 10, 2014

Section of Agenda

Development Review - Other

Agenda Title

Consideration of Conditions of Approval for Buccan Restaurant Sandwich Shop, Catering and Delivery Service, Special Exception #4-2014, 350 South County Road.

Presenter

John S. Page, Director of Planning, Zoning and Building

Supporting Documents

- [Memorandum Dated November 24, 2014 from John S. Page](#)

TOWN OF PALM BEACH

Information for Special Town Council Meeting on: December 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director, Planning, Zoning & Building Department

Re: Consideration of Conditions of Approval for Buccan Restaurant Sandwich Shop, Catering and Delivery Service, Special Exception #4-2014, 350 South County Road

Date: November 24, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council: 1) Require the restaurant to return to the June 10, 2015 Council meeting to review the catering and sandwich shop operations; 2) determine that the restaurant should not be allowed a 2APS (sale of beer and wine for off premise consumption) liquor license without special exception approval; 3) not allow a proposed bench outside of the sandwich shop; 4) address outstanding parking and loading issues to the satisfaction of the Council.

GENERAL INFORMATION

On April 9, 2014, the Town Council conditionally approved the subject zoning application to allow a portion of the restaurant that fronts Australian Avenue to be converted from the restaurant's office to a sandwich take-out counter during lunch hours from 11:00 a.m. to 3:00 p.m., Monday through Saturday. The approval also allowed for catering, delivery and takeout operations from the main restaurant. The conditions of approval were that the restaurant provide off-street parking for the employees, obtain a business tax receipt for the catering, and return in six months after the takeout sandwich shop portion of the restaurant opens or December 10, 2014, whichever occurs first, to review all aspects of the sandwich shop, catering, takeout and delivery operation.

To date, the sandwich shop has not opened. Staff is also unaware of any catering service and the restaurant has not obtained a business tax receipt. Staff has received no complaints regarding the takeout or delivery service. There have been complaints, however, regarding parking and loading. The restaurant has been receiving deliveries in the building's parking lot instead of the required loading zone on Australian Avenue. The restaurant is also required to provide off-street parking for employees. Employees and valets should not be parking on Australian Avenue (which has been reported). The off-street parking lot on the subject property and on-street parking on South County Road and on Chilean Avenue (where reserved for Town employees until 6:00 p.m.) should be used in lieu of Australian Avenue.

Staff received a State liquor license application requesting a 2APS license on November 21. This type of license would allow the restaurant to sell beer and wine for off-site consumption. As a special exception, the restaurant is required to obtain Council approval for an intensification of use. Staff believes this is an intensification of use and believes that the ability to sell late night beer and wine for off-site consumption will have a negative effect to the abutting residential area.

Staff has had an inquiry from the restaurant manager about placing a bench outside the shop. The Town typically allows pedestrian benches provided there is eight feet of clear sidewalk. Although there appears to be enough room for a bench, indoor or outdoor dining is not permitted for the sandwich shop. Staff believes that a bench outside the sandwich shop will encourage customers to sit outside and eat lunch. The sandwich shop is next door to a residential neighborhood and customers sitting outside the shop may negatively impact the residential character of the street.

Staff recommends the following:

- 1) That the Town Council require the restaurant to return to the June 10, 2015 Council meeting to review the catering and sandwich shop operations. If the restaurant fails to obtain a catering business tax receipt and begins the service, the catering approval will expire and will not be permitted without obtaining special exception approval.
- 2) That the restaurant not be allowed to sell package beer and wine for off-site consumption unless a special exception is granted.
- 3) That the proposed bench not be permitted.
- 4) That the restaurant address parking and loading issues to the satisfaction of the Council.

If you have any questions about this issue please contact Paul Castro, Zoning Administrator at 227-6406.

cc: Thomas Bradford, Deputy Town Manager
Veronica B. Close, Asst. Director, Planning, Zoning & Building
Susan A. Owens, Town Clerk
Raychel Houston, Code Enforcement
zf & pf