



TOWN OF PALM BEACH

Town Manager's Office

TENTATIVE -
SUBJECT TO
REVISION

TOWN COUNCIL MEETING

**TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD**

AGENDA

WEDNESDAY, AUGUST 15, 2012

9:30 AM

For information regarding procedures for monitoring or participating in Town Council Meetings, please refer to the end of this agenda.

I. CALL TO ORDER AND ROLL CALL

Mayor Gail L. Coniglio
David A. Rosow, President
Robert N. Wildrick, President Pro Tem
William J. Diamond
Richard M. Kleid
Michael J. Pucillo

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 **(Another opportunity for communications from citizens will be offered immediately after the lunch break.)**

Post Office Box 2029 * 360 South County Road * Palm Beach, Florida 33480
Telephone (561) 838-5410 * Facsimile (561) 838-5411 *

VI. APPROVAL OF AGENDA

VII. ORDINANCES

A. Second Reading

None

B. First Reading

1. ORDINANCE NO. 10-2012 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances at Chapter 134, Zoning, As Follows: Sec. 134-2, Definitions And Rules Of Construction, By Modifying The Definition Of Declaration Of Use To Include Remedies For Violation Of Limitations, Conditions Of Approval Or The Code Of Ordinances And Submission Of Annual Certificates Of Compliance; Sec. 134-261, Town Council Actions; Submission To Planning And Zoning Commission For Recommendations And Report; Hearings, By Replacing The Term Building Official With Director Of Planning, Zoning and Building Department Or Designee; Sec. 134-887, Permitted Uses, In The R-B Zoning District To Provide For Outdoor Seating For The Par 3 Golf Course Club House; Sec. 134-1159, Special Exception Uses, By Changing The Special Exception Requirement In The C-WA Zoning District For Retail And Service Activities Not Specifically Cited As Permitted Uses From A Gross Leasable Area Of 2,000 Square Feet To 4,000 Square Feet; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.
[John Page, Director of Planning, Zoning, and Building]

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- a. Request To Consider Ordinance No. 10-2012 Prior To 5:00 p.m. at the 9/11/12 Meeting.

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VIII. DEVELOPMENT REVIEWS

A. Appeals

1. Request for Reconsideration of Town Council Decision, 95 N. County Road (per letter dated July 25, 2012, from Hunter Johnson, Woolems, Inc.).

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B. Time Extensions & Waivers

None

C. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

- a. **MODIFIED SITE PLAN REVIEW #6-2012 WITH SPECIAL EXCEPTION AND VARIANCES** The application of 160 Royal Palm LLC (Glenn F. Straub, Manager); relative to property commonly known as **160 Royal Palm Way**; described as Being all of Lots 31, 32 and 33, Block F, ROYAL PARK ADDITION to the Town of Palm Beach, Florida, according to the plat thereof as recorded in Plat Book 4, Page 1 Public Records of Palm Beach County, Florida; located in the C-B Zoning District. The subject condominium hotel is currently under renovation pursuant to the approval of the Town Council in May 2007. The site plan has been modified from the original plan which requires approval from the Town Council. The following is a list of the proposed changes to the approved plan; elimination of two pool structures and relocation of a pool structure which includes service bar; relocation of pool restrooms to inside of Function Room; elimination of the mansard roof on the east elevation and keep the existing mansard roof on the east guest wing elevation in lieu of the parapet that was previously shown on the plans and approved; relocation of pool equipment and storage to under pool service building; approval of landscaping, cabanas and pool terrace for the entire site; addition of plunge pools to the pool terrace area; addition of interior floor above lobby to total 1,486 square feet of which 500 square feet is dining area; addition of parapet to connect east stair tower to existing approved parapet; addition of elevator to be shown on roof plan of function room roof where previously not shown; replace solid parapet on function room with balustrade railing; increase height of doors in main lobby overlooking pool deck by 3 feet; add a breezeway from the main lobby to function room; add a 7 foot tall hedge with a 42 inch rail on south side of proposed swimming pool to run length of pool deck area; add pergola on south elevation and extend balconies on north, south and east elevations; addition of service corridors and expansion of kitchen and laundry room which totals approximately 3,625 square feet; shift location of approved function room 25 feet to the east and add back the 4 of the 6 parking spaces that are lost. The size of the spa facility is decreased from 7,325 square feet to 5,948 square feet which eliminates the need for 2 parking spaces that

were lost. Net effect is zero loss of parking spaces; replace solid concrete railing on stairway on south side of west wing fire escape with precast balustrade railing. A request for Special Exception approval is required for the new owner of the condominium hotel and changes and modification of the hotel which is a special exception. The following variances are requested in conjunction with the modification to the site plan: a variance for the height and overall height of the new parapet roofing design and material to be 35.27 feet from zero datum (no change from existing) in lieu of the 30 foot maximum overall building height allowed by Code in the C-B Zoning District; a variance for 4 parking spaces due to the additional floor 986 square feet created above the lobby for additional dining and kitchen facilities (no increase in number of seats) and a variance for 3 parking spaces due to the addition of a kitchen prep area which totals 831 square feet in the basement for a total of 7 parking spaces that would be required; a variance to increase the height of the parapet wall above the parking deck to be 14 feet in lieu of the 5 foot maximum allowed and the 3.5 feet existing.

[Attorney: Maura A. Ziska]

[ARCOM Recommendation: Implementation of the proposed Variances (excluding parking variance) will not cause negative architectural impact to the subject property. Carried 7-0]

Deferred from the July 15, 2012, Town Council Meeting.

TIME CERTAIN: 11:00 AM

2. New Business

- a. **VARIANCE # 26-2012** The application of 2310 Investors LLC; relative to property commonly known as **2310 South Ocean Blvd.**; described as lengthy legal description on file; located in the R-C Zoning District. The applicant is proposing a dock which a portion runs adjacent to the seawall the length of the property and is 8 feet deep. The other portion of the proposed dock would be 48 feet long with a platform and boat lift. The variances being requested are as follows: to allow a zero (0) north riparian side yard setback in lieu of the 25 foot minimum required; to allow a zero (0) south riparian side yard setback in lieu of the 25 foot minimum required; to allow the length of the dock to be 48 feet deep and west of the US Pierhead line and the Town's Bulkhead line in lieu of the 6 foot maximum allowed for a marginal dock.

[Attorney: Maura A. Ziska]

- b. **VARIANCE # 27-2012** The application of Jerry and Barbara Pearlman; relative to property commonly known as **202 Indian Road**; described as lengthy legal description on file; located in the R-B Zoning District. The applicant is requesting to allow the construction of an unattached one story 1,090 square foot accessory structure (pool cabana) with a side yard setback of 16.0 feet in lieu of the 30 foot minimum required on a lot with a width of 282 feet. [Attorney: Francis X. J. Lynch]

- c. **SITE PLAN REVIEW #7-2012 WITH VARIANCES** The application of Philip J. Crowe Jr. and Maureen M. Crowe; relative to property commonly known as **170 North Ocean Blvd., PH 702**; described as Condominium Parcel No. 702 and Covered Parking Unit 2, OCEAN TOWERS NORTH, a Condominium, according to the Declaration as recorded in Official Records Book 3208, Page 1913 of the Public Records of Palm beach County, Florida; located in the R-C Zoning District. The applicant requests a Site Plan Modification with variances to allow one (1) retractable awning totaling 193.8 square feet over the terrace on the seventh floor of a seven story condominium building. Variances are requested as follows: to allow the awning at a height of 60.4 feet in lieu of the 23.5 feet maximum allowed; to allow the awning at an overall height of 62.9 feet in lieu of the 31.5 maximum allowed; to allow the awning on the existing seventh floor penthouse of a seven story building in lieu of the two story building maximum allowed; to allow the awning with a street side yard setback of 109.4 feet in lieu of the 189 feet minimum required for multi-family use; to allow the awning with a front yard setback of 98.5 feet in lieu of the 189 feet minimum required for multi-family use. [Attorney: Maura A. Ziska] [ARCOM Recommendation: Implementation of the proposed variances will not cause negative architectural impacts to the subject property. Carried 7-0]

- d. **SPECIAL EXCEPTION #14-2012 WITH VARIANCES** The application of Thomas Maier; relative to property commonly known as **300 South Ocean Blvd., PH-C**; described as THREE HUNDRED SOUTH OCEAN BLVD APTS INC PENTHOUSE C; located in the R-D (2) Zoning District. The applicant is requesting a Site Plan Review for a 700 sq. ft. awning on one of the penthouse units (PH-C) facing east. A Special Exception is requested to erect a 50

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foot x14 foot awning on the 6th floor of a building where the maximum height allowed is 5 floors. Variances are requested to install said awning with a front yard set back of 29 feet in lieu of a 65 foot minimum required; a side yard set back of 38 feet in lieu of 65 foot minimum required and to install said awning on the 6th floor of a building in a district that allows 5-story buildings by special exception. [Attorney: Peter S. Broberg]
[ARCOM Recommendation: Implementation of the proposed variances will not cause negative architectural impact on the subject property. Carried 7-0]

- e. **SPECIAL EXCEPTION #15-2012 WITH VARIANCE (MODIFYING SE #10-1992 WITH VARIANCE)** The application of Linda Gary; relative to property commonly known as **420 South County Road**; described as Lots 28 thru 33 inclusive, Block 15, Royal Park Addition; located in the C-WA Zoning Districts. The applicant is requesting a modification to Special Exception #10-92 with Variance by removing a condition of approval to allow a real estate office (Linda Gary) on the first floor in the C-WA zoning district. The condition of approval was to have an entrance and address only on South County Road. In addition, the applicant believes that signage should also be allowed on Worth Avenue which does not exist today. The request is to allow another door fronting on Worth Avenue and Worth Avenue address and business identification sign. [Attorney: Ronald K. Kolins]
- f. **SPECIAL EXCEPTION #16-2012** The application of Shino Bay Cosmetic; relative to property commonly known as **340 Royal Poinciana Way, Suite 301**; described as Lengthy legal description on file; located in the C-PC Zoning District. The applicant is requesting a special exception approval to allow a medical office “Shino Bay Cosmetic Surgery Center” into a space that is 3,757 gross leasable square feet. The previous tenant in this suite was Babor Spa (a personal service establishment). [Attorney: Maura A. Ziska]
- g. **SPECIAL EXCEPTION #17-2012** The application of Carl and Marsha Hewitt; relative to property commonly known as **200 Jungle Road**; described as Lengthy legal description on file; located in the R-A Zoning District. The applicant is requesting a Special Exception to allow a set of driveway gates on Jungle Road (which is a dead end street)

with a 13 foot setback from the street pavement in lieu of the 18 foot minimum required. [Attorney: Maura A. Ziska]

- h. **SPECIAL EXCEPTION #18-2012 WITH SITE PLAN REVIEW** The application of Palm Beach Country Club; relative to property commonly known as **760 North Ocean Blvd.**; described as Lengthy legal description on file; located in the R-A Zoning District. The Applicant is requesting a modification to a previously approved special exception with site plan review and variances to build a new caretaker's house on the west side of the Country Club's property. The modification to the previously approved house is to reduce the size of the house from a two-story to a one-story which will reduce the overall height and massing of the previously approved house and to revise the swimming pool to a spa. [Attorney: Maura A. Ziska]

- i. **SPECIAL EXCEPTION #19-2012** The application of Sabadell United Bank NA; relative to property commonly known as **180 Royal Palm Way**; described as ROYAL PARK ADD LT 34 BLK F; located in the C-TS Zoning District. The applicant requests an amendment to Special Exception #31-2011 allowing Sabadell United Bank, NA to occupy 619 square feet on the second floor in addition to the 12,940 square feet approved for floors one and three for a total of 13,559 square feet. [Attorney: Peter S. Broberg]

- j. **SPECIAL EXCEPTION #20-2012 WITH VARIANCE** The application of Harvey E. Oyer, III, Attorney for Del Friscos Restaurant Group; relative to property commonly known as **340 Royal Poinciana Way, Suites 300, 300A, 302, 302A, 306 & 308**; described as Lengthy legal description on file; located in the C-PC Zoning District. The applicant requests a Special Exception for a 260 seat, 8,399 square foot restaurant use in the C-PC district to be located in combined tenant spaces on the northeast side of the Royal Poinciana Plaza, as permitted by Section 134-1259 (a)(5). The proposal also includes the elimination of 2,589 square feet of existing second floor office space, the addition of a bar, a wine room, and two private dining rooms. The proposed hours of operation are: lunch and dinner (from 11am to 11pm) Monday through Wednesday, lunch and dinner (from 11am to midnight) Thursday through Saturday, and dinner only (5pm to 11pm) on Sunday. A special exception is requested for changes in

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use for more than 2,000 square feet in C-PC district, permitted by Section 134-1261, for a Town-Serving restaurant. A variance is also requested to eliminate the requirement to provide 72 off-street parking spaces to accommodate the 260 seat restaurant.

[Attorney: Harvey E. Oyer, III]

TIME CERTAIN: 1:00 PM

- k. **SPECIAL EXCEPTION #21-2012** The application of BT Palm Beach; relative to property commonly known as **375 South County Road**; described as Lengthy legal description on file; located in the C-TS Zoning District. The applicant requests a special exception to allow a new restaurant “BT Palm Beach” to open in the 5,458 square foot space formerly occupied by a restaurant, Café Milano. Town Council approval and a finding that the proposed use is town serving is required. The applicant is proposing to operate a restaurant which will serve classic, casual, upscale American cuisine. The same conditions of approval will be followed as the previous tenants. The proposed restaurant will have the same number of seats (150) as the previously approved restaurant with modifications to the floor plan to change the seating configuration and to redesign the bar area. A Special exception is requested to allow 52 of the 150 seats to be located outdoors in the patio. The applicant will meet all relevant conditions of approval for previous restaurants approved at this location. [Attorney: Maura A. Ziska]

D. Other

1. Special Exception #21-2011: Buccan Restaurant, Town-Serving Confirmation, 350 South County Road. Page 89
2. Special Exception #11-2012: Ferretti Group, Declaration of Use Agreement Clarification, 125 Worth Avenue, Suites 107 and 110. Page 94

IX. ANY OTHER MATTERS

X. ADJOURNMENT

PLEASE TAKE NOTE:

- 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.
- The progress of this meeting may be monitored by visiting the Town's website [\[REDACTED\]](#) and selecting "Your Government" and then selecting "Audio (Live and Archived)". 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.
- 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.
- 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.
- 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.
- 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.

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 on: August 15, 2012

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 10-2012 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances at Chapter 134, Zoning, As Follows: Sec. 134-2, Definitions And Rules Of Construction, By Modifying The Definition Of Declaration Of Use To Include Remedies For Violation Of Limitations, Conditions Of Approval Or The Code And Submission Of Annual Certificates Of Compliance; Sec. 134-261, Town Council Actions; Submission To Planning And Zoning Commission For Recommendations And Report; Hearings, By Replacing The Term Building Official With Director Of Planning, Zoning and Building Department Or Designee; Sec. 134-887, Permitted Uses, In The R-B Zoning District To Provide For Outdoor Seating For The Par 3 Golf Course Club House; Sec. 134-1159, Special Exception Uses, By Changing The Special Exception Requirement In The C-WA Zoning District For Retail And Service Activities Not Specifically Cited As Permitted Uses From A Gross Leasable Area Of 2,000 Square Feet To 4,000 Square Feet; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Presenter

John Page, Director of Planning, Zoning, and Building

Supporting Documents

- Memorandum dated July 26, 2012 from John Page
- Ordinance No. 10-2012

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 15, 2012

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director, Planning, Zoning & Building Department

Re: Proposed Modifications and Changes to Chapter 134
Ordinance No. 10-2012

Date: July 26, 2012

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Ordinance No. 10-2012, amending the Zoning Ordinance, on first reading.

PLANNING AND ZONING COMMISSION/LOCAL PLANNING AGENCY RECOMMENDATION

The Planning and Zoning Commission/Local Planning Agency, at its meeting of July 17, 2012, recommended by a 6-1 vote (Leslie Shaw dissenting) approval of Ordinance No. 10-2012 as described below.

GENERAL INFORMATION

The proposed Ordinance, which was initiated by Staff, addresses the following issues:

1. Defines a Declaration of Use Agreement, including provisions the Town Council regularly uses in order to enumerate and enforce conditions of approval for special exceptions.
2. Replaces the term "building official" with "director of planning, zoning and building department."
3. Provides language that allows outdoor seating as a permitted accessory use to a restaurant within the club house of the Town's Par 3 golf course.
4. Changes the town-serving threshold from 2,000 square feet to 4,000 square feet for retail and service establishments in the C-WA district. The changes to increase the town-serving threshold were made last year but this section was inadvertently missed.

The proposed changes in the attached draft Ordinance codify these issues. If you have any

questions about any of the attached information, please contact Paul Castro, Zoning Administrator, at 227-6406.

TOWN ATTORNEY REVIEW

Ordinance No. 10-2012 was approved by Town Attorney John C. Randolph for legal form and sufficiency.

Attachments

PBE:jsp:pc

cc: Planning and Zoning Commission/LPA
Thomas G. Bradford, Deputy Town Manager
John C. Randolph, Town Attorney
Veronica B. Close, AICP, Asst. Director, Planning, Zoning and Building Department
Paul W. Castro, AICP, Zoning Administrator
John Lingdren, AICP, Planning Administrator
zf

ORDINANCE NO. 10-2012

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 134, ZONING, AS FOLLOWS: SEC. 134-2, DEFINITIONS AND RULES OF CONSTRUCTION, BY MODIFYING THE DEFINITION OF DECLARATION OF USE TO INCLUDE REMEDIES FOR VIOLATION OF LIMITATIONS, CONDITIONS OF APPROVAL OR THE CODE OF ORDINANCES AND SUBMISSION OF ANNUAL CERTIFICATES OF COMPLIANCE; SEC. 134-261, TOWN COUNCIL ACTIONS; SUBMISSION TO PLANNING AND ZONING COMMISSION FOR RECOMMENDATIONS AND REPORT; HEARINGS, BY REPLACING THE TERM BUILDING OFFICIAL WITH DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT OR DESIGNEE; SEC. 134-887, PERMITTED USES, IN THE R-B ZONING DISTRICT TO PROVIDE FOR OUTDOOR SEATING FOR THE PAR 3 GOLF COURSE CLUB HOUSE; SEC. 134-1159, SPECIAL EXCEPTION USES, BY CHANGING THE SPECIAL EXCEPTION REQUIREMENT IN THE C-WA ZONING DISTRICT FOR RETAIL AND SERVICE ACTIVITIES NOT SPECIFICALLY CITED AS PERMITTED USES FROM A GROSS LEASABLE AREA OF 2,000 SQUARE FEET TO 4,000 SQUARE FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

WHEREAS, after a public hearing pursuant to notice as required by law, the Town's Local Planning Agency has recommended that the Town Council amend Chapter 134, Zoning, of the Code of Ordinances, as herein set forth;

WHEREAS, after public hearing pursuant to notice as required by law, the Town Council does hereby find, determine, and declare that the public health, safety, morals and general welfare of the citizens of the Town of Palm Beach require that the aforesaid Chapter 134, Zoning, of the Code of Ordinances, be amended as hereinafter set forth.

Section 1. Amend ARTICLE I, IN GENERAL, Section 134-2, Definitions and rules of construction, at subsection (b) to read as follows:

Sec. 134-2. Definitions and rules of construction.

(a)...

(b) Definitions. The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

....

Declaration of use means a standardized town agreement document signed under oath and recorded against the title of land in order to provide notice that the use of the land or structure is subject to certain limitations and/or conditions of approval, including remedies for violation of said limitations, conditions of approval and/or the code of ordinances and that the use will remain in compliance with the limitations in this chapter and other ordinances of the town the code of ordinances and conditions of approval by the submittal of a certificate of compliance each year.

Section 2. Amend ARTICLE II, ADMINISTRATION*, Section 134-261, Permitted uses, at subsection (2) to read as follows:

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 building official 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.

(b) Any proposed amendment, supplement, change, modification or repeal shall first be submitted to the building official 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 amendment, supplement, change, modification or repeal 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 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 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 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.

Section 3. Amend ARTICLE VI, DISTRICT REGULATIONS, Section 134-887, Permitted uses, at subsection (2) to read as follows:

Sec. 134-887. Permitted Uses.

The permitted uses in the R-B low density residential district are as follows:

- (1) Single-family dwellings.
- (2) Municipally owned and operated parks and recreations areas including the town's docks and par 3 golf course, tennis facilities and customarily associated ancillary structures and accessory uses. The club house restaurant and associated outdoor seating at the Town's par 3 golf course is a customary accessory use.
- (3) Essential services.

Section 4. Amend ARTICLE VI, DISTRICT REGULATIONS, Section 134-1159, Special exception uses, at subsection (2) to read as follows:

Sec. 134-1159. Special exception uses.

- (a) The special exception uses require a site plan and review as provided in article III of this chapter. The special exception uses in the C-WA district are as follows:

(1)...

...

- (8) Retail and service activities, cited under permitted uses in section 134-1157, which contain greater than ~~2,000~~ 4,000 square feet GLA.

Section 5. **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 6. **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 7. Effective Date.

This Ordinance shall take effect 31 days subsequent to its passage on second and final reading.

PASSED AND ADOPTED in regular, adjourned session assembled on first reading this ____ day of _____, 2012, and second and final reading on this ____ day of _____, 2012.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: August 15, 2012

Section of Agenda

Ordinances - First Reading

Agenda Title

Request To Consider Ordinance No. 10-2012 Prior to 5:00 PM at the 9/11/12 Meeting

Presenter

John Page, Director of Planning, Zoning, and Building

Supporting Documents

- Memorandum dated July 26, 2012 from John Page

TOWN OF PALM BEACH

Information for Town Council Meetings on: August 15, 2012

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director, Planning, Zoning & Building Department

Re: Request to Consider Ordinance No. 10-2012 prior to 5:00 p.m. at the September 11, 2012 Town Council Meeting

Date: July 26, 2012

STAFF RECOMMENDATION

Staff recommends that the Town Council conduct the public hearing on Ordinance No. 10-2012 at the September 11, 2012 Town Council meeting prior to 5:00 p.m.

GENERAL INFORMATION

Florida Statutes require the Town Council to hold at least one of two public hearings to adopt a zoning ordinance after 5:00 p.m. However, the Statute provides that the time can be changed if a majority plus one of the local governing body elect to have the hearing at another time. Staff is requesting that the Town Council elect to conduct the second and final reading of Ordinance No. 10-2012, which will be considered at the September 11, 2012 meeting, during the course of the normal Council business. This may occur before 5:00 p.m.

PBE:jsp:pc

cc: 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 Lindgren, AICP, Planning Administrator
zf

TOWN OF PALM BEACH

Town Council Meeting on: August 15, 2012

Section of Agenda

Appeals

Agenda Title

95 North County Road: Reconsideration of Daily Fee

Presenter

John Page, Director of Planning, Zoning, and Building

Supporting Documents

- Memorandum dated August 2, 2012, from John Page, Director of Planning, Zoning, and Building
- Letter Dated July 25, 2012 from Hunter Johnson, Woolems, Inc.

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 15, 2012

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Planning, Zoning & Building Director

Re: Woolems, Inc.: Request to Reconsider Fee at 95 N. County Road (Post Office)

Date: August 2, 2012

STAFF RECOMMENDATION

Staff recommends that the Town Council review the request of Woolems, Inc. to reconsider the \$2,000 daily fee that began accruing on July 1 of this year.

GENERAL INFORMATION

At its most recent meeting of June 11, 2012, the Town Council considered a Time Extension request from Woolems Construction at 95 North County Road (Post Office). Owner Jeff Greene obtained authorization from the Council in December last year to occupy the structure while it was being remodeled, but conditioned that occupancy approval on both a Declaration of Use Agreement and a Construction Management Agreement that both established a deadline for completion of June 30, 2012. A fee of \$2,000 per day was to accrue for each day beyond June 30 through project completion. On June 11, the Council allowed the contractor to continue finalizing the project, but indicated that the agreed-upon fee was due to the Town (final amount to be dependent upon project completion).

Per the attached letter from Woolems, the contractor is asking the Town Council to reconsider its decision regarding fee payment. The contractor has indicated that a company representative(s) will be present to further explain particulars on August 15th. Furthermore, it is their intent (at time of this Memo) that the project will be completed by such time.

Attachment

cc: Hunter Johnson, Woolems Construction
John C. Randolph, Town Attorney

HEADQUARTERS

2900 Hillsboro Road
West Palm Beach, FL 33405
(561) 835-0401 Phone
(561) 835-0403 Fax
www.woolemsinc.com
CGC # 010222



July 25th, 2012

Mr. John Page
Town of Palm Beach Building Dept.
360 S. County Road
Palm Beach, FL 33480

Re: 95 N. County Road, PB Post Office Renovation

Dear Mr. Page:

I am sending you this letter as a written request for the Town Council to reconsider the fine at the 95 N. County project. Woollems would like to be placed on the agenda for the next Town Council meeting to discuss this project.

A few items that we would like to address with the Council are as follows:

1. Anticipated start date of December 20, 2011 (as referred to in Exhibit B of the Construction Management Agreement) versus actual start date of January 6, 2012 based on a delay in permit issuance.
2. Substructure conflicts in existing and "as-built" drawings and access to verify existing conditions prior to construction start.
3. Subsequent structural revisions due to increased scope based on a high water table.
4. The Declaration of Use Agreement limits 2nd floor build out, and in order to accommodate life safety requirements from the town and Fire Department regarding that 2nd floor area, additional scope and build out was required, resulting in additional time.

Please let me know if there is any additional information that you would like to see regarding this matter. You can reach me by email at hjohnson@woolemsinc.com, or by phone at (561) 718-5425. Thank you for your time in this matter.

Sincerely,

Hunter Johnson
Woollems, Inc.

cc: John Rogers
Mark Marsh
Doug Taylor

TOWN OF PALM BEACH

Town Council Meeting on: August 15, 2012

Section of Agenda

New Business - < 15 Minutes

Agenda Title

VARIANCE # 27-2012 The application of Jerry and Barbara Pearlman; relative to property commonly known as **202 Indian Road**; described as lengthy legal description on file; located in the R-B Zoning District. The applicant is requesting to allow the construction of an unattached one story 1,090 square foot accessory structure (pool cabana) with a side yard setback of 16.0 feet in lieu of the 30 foot minimum required on a lot with a width of 282 feet. [Attorney: Francis X. J. Lynch]

Presenter

John Page, Director of Planning, Zoning, and Building

Supporting Documents

- E-mail dated August 8, 2012, from Francis X.J. Lynch, Esq.

From: Francis Lynch <flynch@blesmlaw.com>
To: "gconiglio@townofpalmbeach.com" <gconiglio@townofpalmbeach.com>
Date: 08/08/2012 12:08 PM
Subject: Variance #27-2012 / 202 Indian Road / Jerry and Barbara Pearlman

Dear Gail:

Please be advised that I represent Jerry and Barbara Pearlman, the owners of the above-referenced property and applicants. This application is due to come before town council on Wednesday, August 15, 2012.

I would appreciate the opportunity to meet to discuss their application with you in advance of Wednesday's hearing. In the event we are unable to meet, I have enclosed the abbreviated "Reader's Digest" version of the application.

When a lot in the R-B zoning district exceeds 20,000 square feet in area, its width is greater than the 150 foot minimum required in the R-AA zoning district and the lot's actual width exceeds 169 feet, the required side yard setback is twenty-two feet (22') plus two feet for each additional ten feet in width in excess of 169 feet, up to a maximum required side yard setback of thirty feet (30').

In this particular instance, by recording a unity of title over two (2) buildable lots containing in excess of 36,600 square feet, the Pearlmans created one (1) buildable lot with a width of 282 feet. This requires a side yard setback of the thirty foot (30') maximum. They wish to construct a pool cabana with a side yard setback of sixteen feet (16'), in lieu of the thirty feet (30') required.

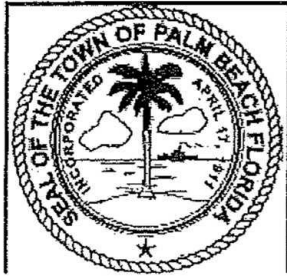
The justification for the variance is that, by recording the unity of title in furtherance of the stated goal of the town's comprehensive plan to reduce the pattern of density whenever possible, the applicant has conferred a benefit upon the town, but for which the applicant would be entitled to construct an additional single family residence with a side yard setback of as little as twelve and one-half feet (12.5'). In this particular instance, the setback sought is sixteen feet (16') for an accessory structure which would exceed the minimum setback for even a two (2) story residence. If the Pearlmans elected to construct a second residence, they could do so with a lesser setback than is sought by their variance application.

Thank you for your consideration (and, hopefully, support) of this application.

Frank

Francis X. J. Lynch, Esq.
Breton, Lynch, Eubanks & Suarez- Murias, P. A.
1209 North Olive Avenue
West Palm Beach, FL 33401
(561) 721-4000 main line
(561) 721-4004 direct line
(561) 721-4001 fax
flynch@blesmlaw.com

20120808113309795.pdf



ZONING APPLICATION
TOWN OF PALM BEACH

Variance #27-2012

(Zoning Case Number)

This application includes requests for:

☐ Site Plan Review

☐ Special Exception

☒ Variance

V. SUBJECT ADDRESS: 202 Indian Road Zoning District R-B

Fee Simple Property Owner's Name

Jerry and Barbara Pearlman

Legal Description

See Exhibit A attached.

Name and address of person who can receive service of process for purposes of litigation in

Palm Beach County Francis X. J. Lynch, Esquire, 1209 N. Olive Ave., WPB, FL 33401

Applicant Name Jerry and Barbara Pearlman

Contact Phone 561/721-4004

II. DESCRIPTION OF THE REQUEST TO BE HEARD BY TOWN COUNCIL, citing applicable Town Zoning Code Section Number(s):

A. Applicable Zoning Code Section Number(s):

1. Section 134-893(1)(b). To allow for the construction of an unattached accessor structure (pool cabana) with a side yard setback of 16.0 feet in lieu of 30 feet required on a lot with a width of 282 feet.

Variance #27-2012

Zoning Case Number

B. Description of request by Zoning Section Number(s):

1. Section 134-893(1)(b). To allow for the construction of an unattached one-story 1,090 square foot accessory structure (pool cabana) with a side yard setback of 16.0 feet in lieu of 30 foot minimum required on a lot with a width of 282 feet.

EXHIBIT D – REQUEST FOR VARIANCE

CRITERIA FOR AUTHORIZING A VARIANCE

The Town must find the application in conformance with a number of criteria. Please address each of the criteria completely in order to provide the Council with sufficient information to make a determination on your application.

1. List the special conditions and circumstances peculiar to the land, structure or building which are not applicable to other lands, structures or buildings in the same zoning district

The property is the subject of a recently recorded Unity of Title (see attached Exhibit D-1). As a result, the property is approximately 282 feet in width along Indian Road. For this reason, it is subject to the requirements of Section 134-893(1)(b). Prior to the recordation of the Unity of Title, the property was comprised of two (2) separate and distinct buildable lots upon which two (2) single family residences could have been built. As a result of the recordation of the Unity of Title, only one (1) single family residence can be built. The result of the recordation of the Unity of Title is to decrease density.

2. Indicate how the special conditions and circumstances do not result from the actions of the applicant.

The special conditions are a result of the applicant's actions, however, in this particular instance, the resulting reduction of density confers a benefit upon the Town. The smaller of the two (2) lots would have required at least one (1) variance to construct a single family residence. Here, one variance is sought at the same time as density is decreased.

3. Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.

There appear to be a number of cabanas on smaller lots in the general vicinity of the subject property with setbacks significantly less than that proposed by the applicant. As a result, the recordation of the Unity of Title, which serves to reduce density, would also serve to preclude the applicant to construct a cabana with a setback of 12.5 feet as permitted by the code.

4. Demonstrate how literal interpretation of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

The applicant has decreased density in the neighborhood. Because of the increased lot size brought about by the recordation of the Unity of Title, the sideyard setback has more than doubled. To disallow the variance would create a disincentive on the part of the applicant to reduce density, which reduction is a stated goal of the Town's Comprehensive Plan.

5. Demonstrate that the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

The variance sought is the minimum that will make possible the reasonable use of the land, building or structure.

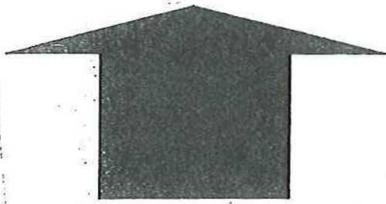
6. For granting of a variance to sections 134-387, or 134-390 through 134-392, pertaining to the regulation of nonconforming uses, the following additional findings must be demonstrated pertaining to the nonconforming use for which the variance is requested:

- 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.

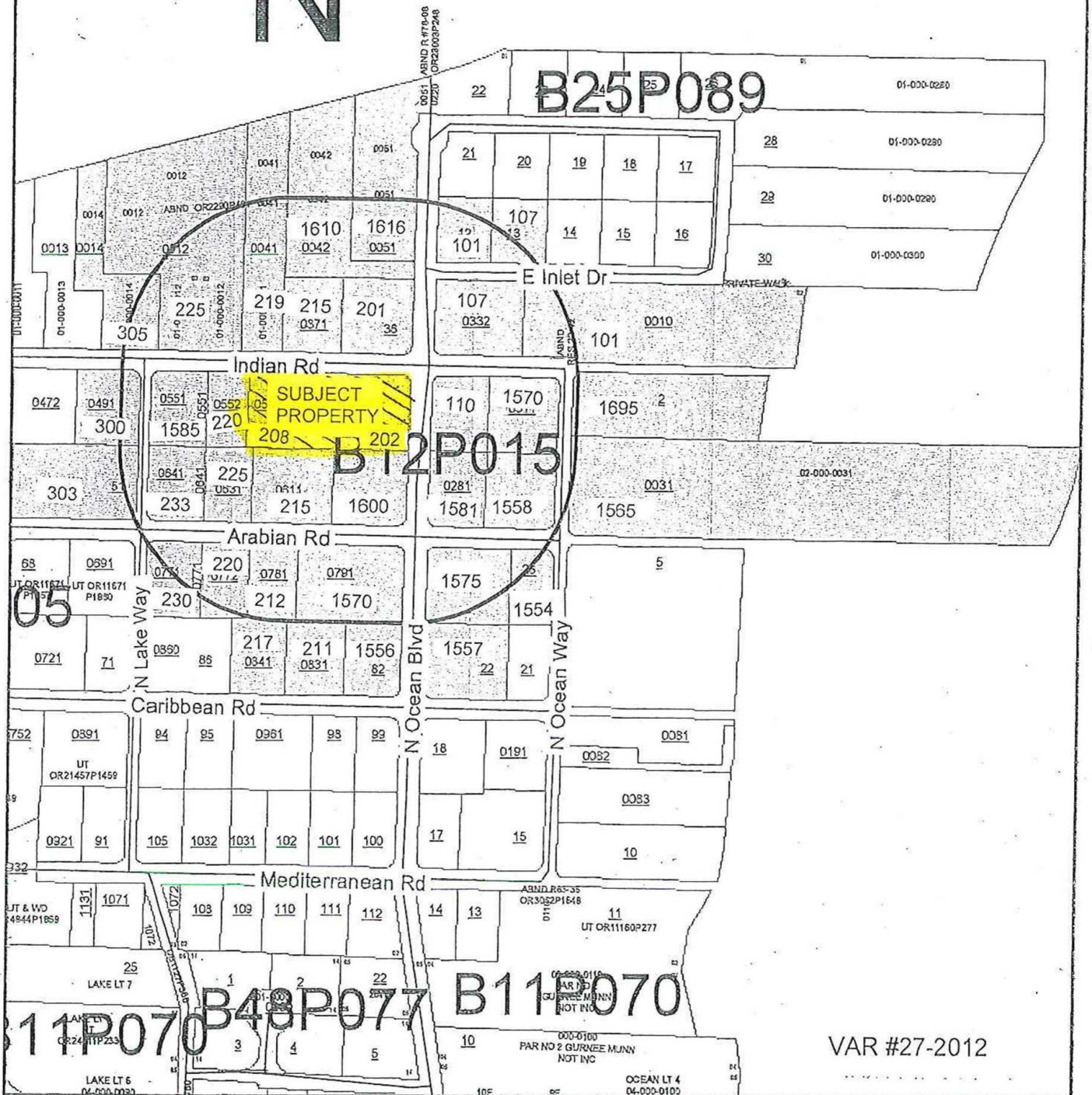
N/A

7. Show how the granting 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.

The granting of the variance will allow for a reasonable use of the property while at the same time reducing density in the neighborhood. A second residence could be built on the lot. If that were to occur, both density and lot coverage would increase. In granting the variance, the applicant will be able to increase landscaped area and reduce density. As such, it will enhance, rather than be injurious to and beneficial, rather than detrimental to the public welfare.



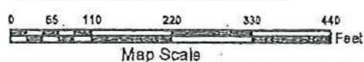
N



VAR #27-2012

Gary R. Nikolits, CFA
Palm Beach County
Property Appraiser

Location: Downtown Service Center



Key

Selected Parcels 100 300 500 27
Others 200 400

Notes:

Produced on: 6/18/2012



THE
PANDULA
ARCHITECTS
INCORPORATED

301 S. AVENUE
PALM BEACH, FLORIDA
33480

TELEPHONE: 561-875-2474
TELEFAX: 561-455-7125

AAC 001045

PRIVATE RESIDENCE
30 INDIAN ROAD
PALM BEACH, FLORIDA

DATE & DESCRIPTION

06/14/12 REVISION
06/14/12 PRELIMINARY
06/14/12 ZONING REVIEW
06/14/12 ZONING REVIEW



VARIANCE #27-2012

SHEET TITLE

PROPOSED SITE PLAN

SHEET NUMBER

Z-1.01

PROJECT NUMBER

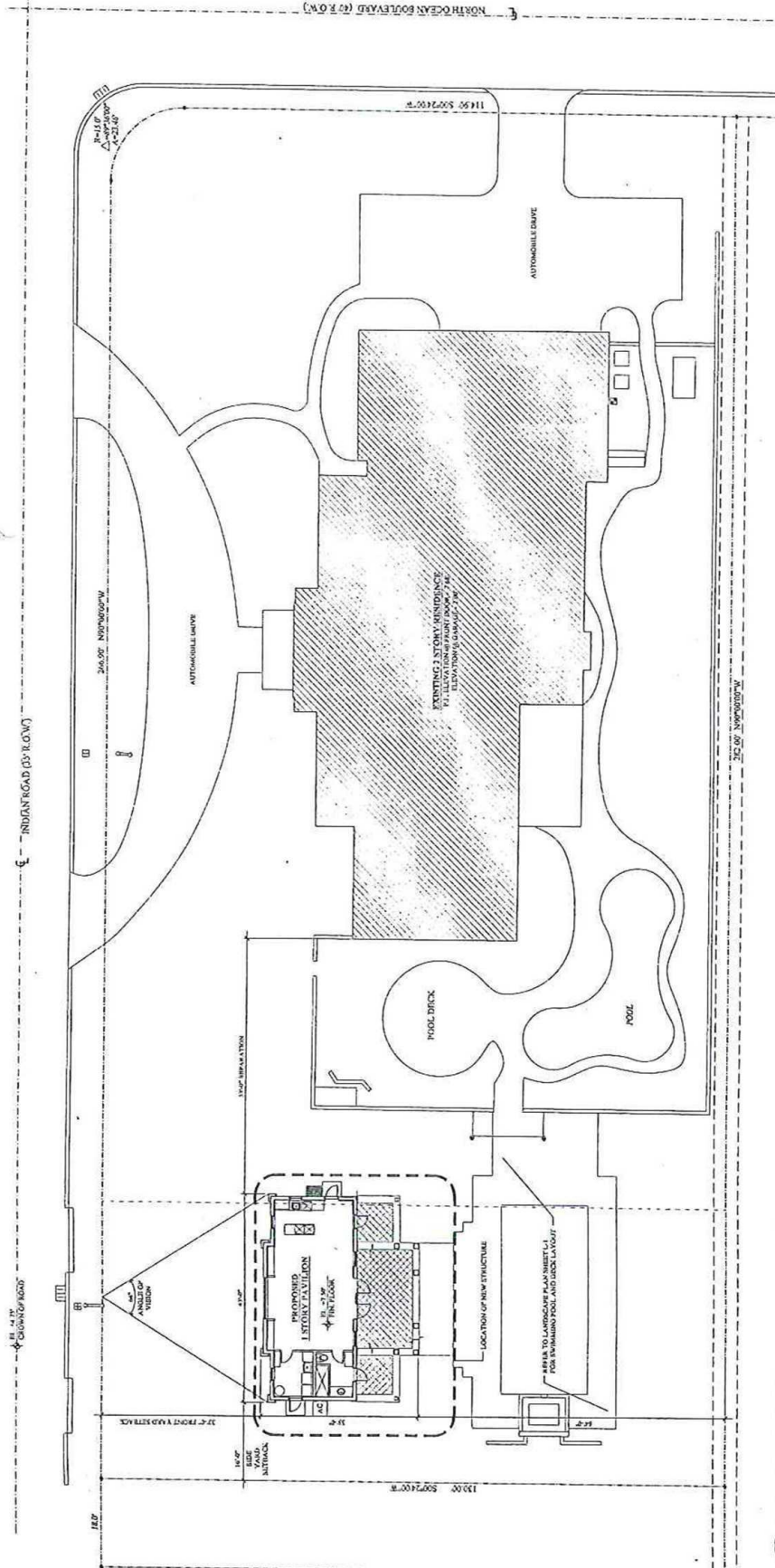
1217

SITE STATISTICS

SCHEDULE OF REGULATIONS

LOT AREA	REQUIRED	ACTUAL
LOT WIDTH	10,000 SQ. FT.	36,660 SQ. FT.
LOT DEPTH	100 FT.	282 FT.
FRONT YARD SETBACK (ONE STORY PAVILION)	100 FT.	130 FT.
ANGLE OF VISION (ONE STORY PAVILION)	25.0 FT.	33.0 FT.
REAR YARD SETBACK (ONE STORY PAVILION)	100 DEGREES	64 DEGREES
REAR HEIGHT PLANE	30.0 FT.	16.0 FT.
REAR YARD SETBACK (ONE STORY PAVILION)	10.0 FT.	64.0 FT.
BUILDING HEIGHT (ONE STORY PAVILION)	14.0 FT.	12.25 FT.
OVERALL HEIGHT (ONE STORY PAVILION)	22.0 FT.	22.0 FT.
LOT COVERAGE	25.0 %	21.5 %
LANDSCAPE OPEN SPACE	50.0 %	54.0 %
CUBIC CONTENT RATIO	3.73	3.16

PROPOSED



PROPOSED SITE PLAN

TOWN OF PALM BEACH

Town Council Meeting on: August 15, 2012

Section of Agenda

New Business - < 15 Minutes

Agenda Title

SPECIAL EXCEPTION #20-2012 WITH VARIANCE

The application of Harvey E. Oyer, III, Attorney for Del Friscos Restaurant Group; relative to property commonly known as **340 Royal Poinciana Way, Suites 300, 300A, 302, 302A, 306 & 308**; described as Lengthy legal description on file; located in the C-PC Zoning District. The applicant requests a Special Exception for a 260 seat, 8,399 square foot restaurant use in the C-PC district to be located in combined tenant spaces on the northeast side of the Royal Poinciana Plaza, as permitted by Section 134-1259 (a)(5). The proposal also includes the elimination of 2,589 square feet of existing second floor office space, the addition of a bar, a wine room, and two private dining rooms. The proposed hours of operation are: lunch and dinner (from 11am to 11pm) Monday through Wednesday, lunch and dinner (from 11am to midnight) Thursday through Saturday, and dinner only (5pm to 11pm) on Sunday. A special exception is requested for changes in use for more than 2,000 square feet in C-PC district, permitted by Section 134-1261, for a Town-Serving restaurant. A variance is also requested to eliminate the requirement to provide 72 off-street parking spaces to accommodate the 260 seat restaurant. [Attorney: Harvey E. Oyer, III]

TIME CERTAIN: 1:00 PM

Presenter

John Page, Director of Planning, Zoning, and Building

Supporting Documents

- Letter dated July 27, 2012, from Laurel Baker, Palm Beach Chamber of Commerce, Inc.
- Letter dated August 3, 2012, from John R. Eubanks, Jr., Breton, Lynch, Eubanks & Suarez-Murias, P.A.
- Letter dated August 2, 2012, from Mark S. Mednansky, CEO of Del Frisco's Grille
- E-mail dated August 8, 2012, from Sari M. Wilkey
- E-mail dated August 8, 2012, from Jerry V. Wilkey
- E-mail dated August 9, 2012, from Nicholas Coniglio
- E-mail dated August 9, 2012, from Frank Coniglio
- Letter dated August 9, 2012, from John R. Eubanks, Jr., Breton, Lynch, Eubanks & Suarez-Murias, P.A.
- Letter dated August 9, 2012, from Harvey E. Oyer, III, Shutts & Bowen, LLP
- E-mail dated August 9, 2012, from Catherine Fanjul
- E-mail dated August 9, 2012, from Tammy Grimason

PALM BEACH CHAMBER OF COMMERCE, INC.

400 Royal Palm Way • Suite 106 • Palm Beach, FL 33480

www.palmbeachchamber.com

☎ 561.655.3282

☎ 561.655.7191



TGB 7/31

XC: MTC

SP

Castro
morakis

Ran h.

PBE

File

July 27, 2012

Kevin Lamb

Gunster

President

Ervin S. Duggan

Society of the Four Arts

Vice-President

Brian Johnson

Fidelity Investments

Vice-President

Richard Rampell

Rampell & Rampell

Treasurer

Laurel Baker

Executive Director

& Secretary

Mayor & Town Council
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

RE: Del Frisco's Restaurant Group LLC Application

Dear Mayor & Town Council:

The board of directors of the Palm Beach Chamber support the application of the Del Frisco Restaurant Group. The location, design and opportunities it presents for the Town of Palm Beach will benefit the overall economic recovery of the district.

With the applicant's plans, a true revitalization of Palm Beach architect, John Volk's iconic plaza will be realized. Looking at the archives of renderings and photos from the halcyon days of the Plaza, Volk's vision will be reaffirmed, with a vibrant mix of commercial activities focusing on the courtyards. The restaurant's plans to open onto the courtyard generates a renewed energy to the site.

Opportunities to revitalize this 12-acre site have been thwarted by unfounded fears. If the town is to see a renaissance, bold, decisive action must be taken to ensure a turnaround from the current blight.

The chamber cannot identify any negatives with respect to parking as there are sufficient spaces to handle lunch and dinner; traffic congestion is a non-issue inasmuch as the two entries to the plaza in no way impact surrounding residences; the ratio of bar to dining is minimal compared to surrounding restaurants.

Kirk Beerthuis

Iberia Bank

Denise Bober

The Breakers Palm Beach

Dr. Earl Campazzi

Island Medical Group

Roger Everingham

The Colony Hotel

Dale Hedrick

Hedrick Brothers

Construction

Laurie Kasprzyk

Brooks Brothers

John Maus

Maus & Hoffman

Kristy Pressly

The Breakers Palm Beach

Jill Staudt

Palm Beach Daily News

Directors

James A. Ponce

Historian

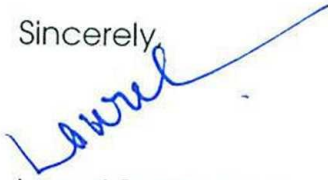
Penny Spano

Membership Services

Mayor & Town Council
July 27, 2012
Page 2.

Thank you for looking towards Palm Beach's future with your approval of Del Frisco's new dining venue that can mark a new beginning for the economic health of the business community while providing residents with new options to better enjoy and appreciate their hometown.

Sincerely,

A handwritten signature in blue ink, appearing to read "Laurel", with a long, sweeping horizontal line extending to the right.

Laurel Baker for the
Board of Directors

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) 721-4002
E-Mail: jeubanks@blesmlaw.com

1209 North Olive Avenue
West Palm Beach, FL 33401-3515
Phone: (561) 721-4000
Facsimile: (561) 721-4001

August 3, 2012

Via E-mail and U. S. Mail

Honorable Gail Coniglio, Mayor, and
Town Council of Town of Palm Beach
360 South County Road
Palm Beach, Florida 33408

**Re: Deferral of Consideration of Application
By Del Frisco's Restaurant Group**

Dear Mayor and Town Council:

As you know, the Palm Beach Towers Condominium ("Towers") and its Unit Owners are the only residential property owners directly adjacent to the Royal Poinciana Plaza ("Plaza"). As a result, the residents of the Towers were recently included within the required mailing of the Zoning Application (Special Exception #20-2012 with Variance)(the "Application") submitted on behalf of Del Frisco's Restaurant Group ("Del Frisco's"). You may be aware that the Application seeks broad, sweeping changes to the northeast portion of the Plaza including, but not limited to, the destruction of over 2,500 sq.ft. of existing second floor office space in order to make way for the creation of a massive 260 seat 8,399 sq.ft. "Del Frisco's Grille"¹ which includes some 56 bar seats (excluding standing room) and is not only much larger than other restaurants in Town, but also has the potential to change the entire character of the north end of the Plaza, if not the Royal Poinciana corridor and the north end of the Town, but apparently many others in the Town are not aware of the Application. Additionally, the Application will necessarily bring with it a number of complicating issues such as noise, whether there is undue hardship, adequate parking, and questions about increased traffic at the corner of Cocoanut Row and Royal Poinciana Way, one of the most congested intersections in Town.

As a result, it would seem that Town Council would want a full and open discussion and consideration of all of the consequences (intended and unintended) of the Application prior to making any final decision thereon. The concern of Towers Unit Owners is that similarly to other Town residents, many of them are not presently in residence and remain out of Town during the

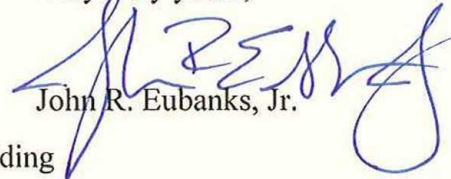
¹ While some in Town have been informed that the Del Frisco's Application is for a "Steak House" a review of the most recent SEC filing by Del Frisco's demonstrates that it instead is aimed at a the much lower price point and younger audience of a Del Frisco's Grille. See, below link, pages 2, 3, 69, 70 and table @73 describing the difference between a Del Frisco's Double Eagle Steak House, Sullivan's Steak House, and Del Frisco's Grille as well as the target Day Time Population, Median Age, and Priority Age Blocks of each restaurant.
<http://www.nasdaq.com/markets/ipos/filing.ashx?filingid=8241711>

summer months. As a result, very few Towers residents have actually received a copy of the Application, while those who have had their mail forwarded have only recently received the Application, and have not had time to review it in any detail or make any inquiries thereon. Given the limited distribution of the Application as well as the complete absence of any coverage by *The Palm Beach Daily News*, the Town's "paper of record", it is clear that residents of the Town-at-large have no idea of even the existence of the Application, much less the potential consequences of such a proposal.

To date, those residents of the Towers who have at least preliminarily reviewed the Application have called the Manager's office and almost unanimously voiced the opinion that: a) they have not had time to review the Application and/or speak to their neighbors to better understand it, or give official voice to their opinion; b) they have heard nothing about the Application through the media; and c) they feel disenfranchised by the Town's allowing such an important Application to come before the Town Council during the month of August before it can be properly reviewed and vetted by returning Town residents.

In addition to the fact that the Application is being considered in the dog days of summer, residents of the Towers have raised questions regarding the effect of the Application on the 1979 Agreement. They have also questioned the hours of operation and the nature of the proposal to bring what is considered by some to be a "Big City," younger crowd,² party bar³ into Town. In light of all of the above, the Towers would respectfully request that the Town Council defer consideration of the Application until its October 2012 meeting so the residents of the Towers, as well as the rest of the Town, will have time to return to the Island, review the Application, and make their own inquiry into the merits of the proposals contained therein. In the alternative, the Towers believes that it will necessarily be compelled to object to the Application in order to protect the interests of its residents and at least maintain the status quo until they return to Town.

Very truly yours,



John R. Eubanks, Jr.

cc: John Page, Director of Planning, Zoning and Building
Peter Elwell, Town Manager
Paul Castro, Zoning Administrator
John C. "Skip" Randolph, Esq.
Town Clerk, Town of Palm Beach
John Grosskopf, General Manager Palm Beach Towers
Henry Goldsmith, President of Board of Palm Beach Towers Condominium Association, Inc.

² Del Frisco's most recent SEC filings on May 18, 2012 for Del Frisco's Grille indicate the need for a minimum daytime population of 100,000+ and a target "Primary Age Block" of 25-34 year olds.

³ Perhaps the Del Frisco's Grille Logo sums it up best. "Meat Up. Drink Up."



August 2, 2012

Dear Neighbor,

I am excited to share with you that our company has signed a lease to open a Del Frisco's Grille restaurant in the Royal Poinciana Plaza. We believe that the addition of our restaurant will enhance the quality of the Plaza and provide you, your family, and your neighbors with a wonderful dining option within walking distance of Palm Beach Towers. I would like to take this opportunity to formally introduce to you our company and our plan for our Palm Beach location.

First, a little about our company. We own and operate three contemporary, high end complementary restaurant concepts: Del Frisco's Double Eagle Steakhouse, Sullivan's Steakhouse, and Del Frisco's Grille ("the Grille"). We opened our first restaurant in 1981, and just last year we created the Grille concept, opening our first location in New York, located at 50 Rockefeller Plaza (corner of Rockefeller Plaza and West 51st Street).

Our restaurant in Palm Beach can best be described as very upscale casual dining featuring a variety of Del Frisco's prime aged steaks, top selling signature menu items and a broad selection of quality wines. The Grille will also offer an assortment of affordable eclectic entrees, such as flatbread pizzas, sandwiches and salads, all prepared with the same signature flavors, high quality ingredients and presentation associated with the Del Frisco's brand. We will also have a large wine cellar that will contain a selection of over 500 different labels and over 4,500 bottles of wine at all price points along with two private dining rooms available for hosting small dinner parties for your special occasions. For your convenience, I have enclosed the proposed menu for our Palm Beach location.

To create the restaurant, we will renovate and combine several existing vacant spaces located at the far northeast corner of the Royal Poinciana Plaza. We will invest over \$3.5 million in the renovation with a goal of very beautiful, yet understated ambience. This location in the Plaza is the farthest possible point from Palm Beach Towers and should have no effect at all on the Towers. However, because we are within easy walking and driving distance, we believe that our restaurant will be an amenity for you and your neighbors to enjoy.

We will have no bands or live music and we will not offer drink specials. Our restaurant is not a bar or a nightclub. We will have a bar, but it is ancillary to our core restaurant business. We will close at 11 p.m. Sunday through Wednesday and at midnight Thursday through Saturday. We will be open for lunch every day except Sunday. Complimentary valet service will be offered at both lunch and dinner.

The traffic study that the Town requires indicates that our restaurant will result in a net reduction in traffic (as compared to the existing retail uses in this space) for Cocoanut Row and Royal Poinciana Way. This is due to the fact that most of our customers arrive and leave after the peak traffic hours. We feel that this is positive for the entire neighborhood.



For your convenience, I have enclosed a copy of the site plan so that you can review the details of our restaurant and visualize where it will be located in the Plaza. I, my colleagues, or our local Palm Beach design professionals are always available to answer any questions that you may have or address any concerns that you might raise. Please feel free to call us anytime at 817-601-3421.

On behalf of my colleagues, I want to thank you for the warm welcome that we have received in the Town and express how delighted we are to have you as our neighbor. We hope that you visit Del Frisco's Grille often and consider it to be *your* restaurant. As a token of our appreciation, I am enclosing a gift certificate in the amount of \$50 that can be used at our Palm Beach location in 2013. We look forward to seeing you soon!

Sincerely,

Mark S. Mednansky, CEO



FOOD TO FIGHT OVER

CHEESESTEAK EGGROLLS Sweet & Spicy Chili Sauce, Honey Mustard 10
SPINY LOBSTER-CRAB EMPANADAS Coconut Lime Ketchup 14
LOLLIPOP CHICKEN WINGS Buffalo Style, Avocado Ranch Dressing 11
AHI TAGOS* Tuna Tartare, Avocado, Spicy Citrus Mayo 13
CHILLED OYSTERS Daily Selection served on ice, Cocktail & Mignonette Sauces 14
JUMBO LUMP CRABCAKE Cajun Lobster Sauce 16
KEY WEST SHRIMP POT STICKERS Sesame Ponzu Sauce 12
BLACK-EYED PEA HUMMUS Pickled Vegetables, Flatbread Crisps 9
DEVILED EGGS Truffle-Chive Vinaigrette 7
ROASTED TOMATO BISQUE Pasta Croutons, Crème Fraîche 8
CHORIZO STUFFED DATES Melted Manchego, Cherry Vinegar Syrup 10
FLORIDA STONE CRAB CLAWS Mustard Sauce & Louie Sauce 21

FLATBREADS

ROASTED TOMATO Fresh Mozzarella, Basil 10
PESTO CHICKEN Mozzarella, Roma Tomatoes, Parmesan, Blue Cheese 14
WILD MUSHROOM Fontina Cheese, Caramelized Onions, Baby Arugula 11
BLUE CRAB Creamed Leeks, Provolone, Shaved Fennel Sauté 16

RUFFAGE

THE GRILLE SALAD Crisp Mixed Greens, Tomato, Carrot, Bacon, Vinaigrette 6
ICEBERG LETTUCE WEDGE Bacon, Tomato, Blue Cheese Dressing 7
KNIFE & FORK CAESAR Romaine, Parmesan, Garlic Croutons, Anchovy, Garlic Dressing 9
HEIRLOOM TOMATO & BURRATA Balsamic Vinegar, Basil Oil, Micro Greens 12

BIG GREENS

SEARED ASIAN TUNA SALAD* Shaved Napa Cabbage, Arugula, Mango, Chilled Noodles, Toasted Almonds, Tomato, Avocado, Ginger-Sesame Dressing 16
STEAKHOUSE SALAD* Broiled Prime Strip Steak, Deviled Egg, Crunchy Dressing, Avocado, Bacon, Parmesan, Blue Cheese, Lemon-Horseradish Dressing 16
CHICKEN CAESAR SALAD Romaine Leaves, Parmesan, Garlic Croutons, Anchovy Garlic Dressing 14

TWO-FISTED SANDWICHES

FARMHOUSE GRILLED CHEESE & ROASTED TOMATO BISQUE Aged Cheddar, Gruyere, Mornay Sauce 14
THE GRILLE PRIME CHEESEBURGER* Double Patties, Lettuce, Tomato, Sloppy Sauce, Frites, Pickle 13
LAMB BURGER* Roasted Tomato, Arugula, Tzatziki Sauce, Frites 14
FARMERS MARKET VEGGIE BURGER Hand-Crafted Veggie Patty, Soy Glaze & Asian Garden Salad 14
SHAVED PRIME STEAK SANDWICH Horseradish Sauce, Au Jus, Frites, Pickle 15
CHICKEN AVOCADO CLUB Smoked Bacon, Crisp Lettuce, Tomato, Chipotle Aioli, Frites 14
BEER BRAISED PORK Black Forest Ham, Swiss Cheese, Apricot Mustard, Pretzel Bread 16

SUITS & TIE

6 OZ. FILET MIGNON OR BAY OF FUNDY SALMON
Served with Seasonal Vegetable * Roasted Garlic Mashed Potatoes or Frites

KNIFE & FORK

VEAL MEATLOAF Hand-Mashed Potatoes, Wild Mushroom, Borsalot Sauce 16
CHICKEN SCHNITZEL Squash & Chive Noodles, Lemon-Butter Sauce 18
SOLE FRANCESE Lump Crab, Arugula-Cherry Tomato Salad, Chive-Lemon Butter 25
AHI TUNA STEAK* Sesame-Chive Crust, Chilled Noodle Sauté, Ponzu Sauce 26
DREGCHIETTE PASTA Lemon & Thyme Marinated Chicken, Fresh Spinach, Roasted Garlic Cream & Parmesan 14
CRABCAKES Peppardelle Pasta, Tomato, Basil & Cajun Lobster Sauce 36

LIL' SOMETHIN' SOMETHIN'

Roasted Garlic Mashed Potatoes 7 Truffled Mac & Cheese 12
Sweet Potato Frites 7 Roasted Asparagus 9
Sea Salt & Parmesan Frites 6 Pen-Braised Wild Mushrooms 9

DIAPHRAGMATIC

*Cooked to order. Consuming raw or under-cooked meats may increase your risk of food borne illness, especially if you have certain medical conditions.
Before placing your order, please inform your server if anyone in your party has a food allergy.

DEL FRISCO'S SIGNATURE STEAKS

Served with Loaded Mashed Potatoes
FILET MIGNON* 8oz 34
PRIME NEW YORK STRIP* 14oz 38
PRIME CLICED NEW YORK STRIP* 8oz Fresh Tomato-Basil Salsa, 29
PRIME RIBEYE* 12oz 39
PRIME DELMONICO* 12oz Blackened BBQ Rub 32

FROM THE SEA

BAY OF FUNDY SALMON* Arugula-Citrus Sauté 26
AHI TUNA STEAK* Sesame-Chive Crust, Chilled Noodle Sauté, Ponzu Sauce 29
SOLE FRANCESE Lump Crab, Arugula-Cherry Tomato Sauté, Sea Scallops, Basil Couscous, Succotash, Lobster-Tomato Butter 29
CRABCAKES Peppardelle Pasta, Tomato, Basil & Cajun Lobster Sauce 36
PLANTAIN CRUSTED GROUPER Coconut Sticky Rice, Pineapple-Black Bean Garlic Sauce 32
FLORIDA RED SNAPPER FILLET Shaved Vegetable Escabeche & Gazpacho Sauce 34

KNIFE & FORK

VEAL MEATLOAF Mashed Potatoes, Wild Mushrooms, Borsalot Sauce 19
PRIME BEEF SHORT RIB STROGANOFF Peppardelle Noodles 29
CHICKEN SCHNITZEL Squash & Chive Noodles, Lemon-Butter Sauce 19
MESQUITE-SMOKED PORK CHOP Creamy Grits, Bourbon-Apple Glaze 24
DREGCHIETTE PASTA Lemon & Thyme Marinated Chicken, Fresh Spinach, Roasted Garlic Cream & Parmesan 14
TWO-FISTED SANDWICHES
FARMHOUSE GRILLED CHEESE & ROASTED TOMATO BISQUE Aged Cheddar, Gruyere, Mornay Sauce 15
THE GRILLE PRIME CHEESEBURGER* Double Patties, Lettuce, Tomato, Sloppy Sauce, Frites, Pickle 14
FARMERS MARKET VEGGIE BURGER Hand-Crafted Veggie Patty, Soy Glaze & Shaved Prime Steak Sandwich Horseradish Sauce, Au Jus, Frites, Pickle 16
CHICKEN AVOCADO CLUB Smoked Bacon, Crisp Lettuce, Tomato, Chipotle Aioli, Frites 15
BEER BRAISED PORK Black Forest Ham, Swiss Cheese, Apricot Mustard, Pretzel Bread 16

LIL' SOMETHIN' SOMETHIN'

Roasted Garlic Mashed Potatoes 9 Steamed Broccoli 9
Sweet Potato Frites 9 Roasted Asparagus 10
Sea Salt & Parmesan Frites 7 Pen-Braised Wild Mushrooms 10
Truffled Mac & Cheese 12 Succotash 7
Stone Ground Grits
With Cajun Lobster Sauce 6

[illegible]

101 FOREMAN WAY, SUITE 1100
WEST PALM BEACH, FLORIDA 33411
954/661-5511 • FAX 954/611-5511
800/444-4444
WILSON & WILSON



\$50

No. 2804



DEL FRISCO'S
RESTAURANT GROUP

BE OUR GUEST

Good for food and beverage only.
Gratuity not included. No cash value.

Del Frisco's
DOUBLE EAGLE STEAK HOUSE



SULLIVAN'S

H. McCoy
Authorized Signature

12-31-12
Date

OFFER EXPIRES ONE YEAR FROM THE ABOVE DATE.

TO: MTC

From: sari wilkey <sarimw@yahoo.com>
To: "council@townofpalmbeach.com" <council@townofpalmbeach.com>
Date: 08/08/2012 11:19 AM
Subject: Royal poncian restaurant

Dear Mayor and Council members,

As a previous member of the Preservation Landmarks Preservation Commission, I urge you not to grant any variances to the proposed Del Frisco restaurant. A chain restaurant of that size would hurt our current restaurants, which are primarily owned by individuals. The parking at the Plaza would be an additional nightmare.

Sincerely,
Sari M. Wilkey
269 Park Avenue
561-659-7022

From: jerry wilkey <wilk7596@bellsouth.net>
To: council@townofpalmbeach.com
Date: 08/08/2012 12:06 PM
Subject: An 8,399 Square Foot Restaurant Application

Dear Mayor and Town Council:

As a 25 year resident of the Town, and retired lawyer, we are convinced that the above Subject issue is determined by the values of our Landmarks system. The values, of course, are designed to protect the citizens, voters, from outlandish departures in neighborhood character. My family lives close to the Plaza. To throw in a huge chain restaurant in our midst would be a travesty, in character, traffic and parking.

Someone has written you a letter on behalf of the Chamber in support. We remind you that the Chamber supports "business". The Council must support its citizens. The Chamber has a few votes. We, the citizens, have all the votes. Each of you, one by one, must vote to protect the constituents. Deny the application. Thank you for your consideration.

Yours truly,

/s/ Jerry V. Wilkey

JERRY V. WILKEY
269 Park Avenue
Palm Beach

From: Nicholas Coniglio <nfconiglio@hotmail.com>
To: <mayor@townofpalmbeach.com>, <council@townofpalmbeach.com>
Date: 08/09/2012 12:25 PM
Subject: Del Frisco objection

Honorable Mayor Coniglio and Esteemed Palm Beach Town Council Members,

Please document my strong opposition of Del Frisco's Grill opening and operating in Palm Beach.

The twenty or so restaurants that have operated here throughout my tenure on the island struggle to make ends meet as it is. Another restaurant will just further dilute the already thinning profits and will likely force more devastating closures to an already vacant town.

I would also like to stress that the idea of a new restaurant is not a problem for me. We welcome competition and change. However, I feel that if a restaurateur would like to enter into our market they should have to buy or rent an existing restaurant space that has already closed due to lack of business. I can think of four locations off the top of my head and countless more restaurant owners that I know would be happy to sell at a fair price. Please think twice before approving Del Frisco's and the long term negative effects that we will incur from their monstrous 280 seat build out in the Royal Poinciana Plaza.

Sincerely,

Nicholas Coniglio
Palm Beach Resident and Business Owner

From: Frank Coniglio <smokeyjoek@aol.com>
To: "council@townofpalmbeach.com" <council@townofpalmbeach.com>
Date: 08/09/2012 02:03 PM
Subject: Del Frisco's

Dear Mayor and Councilmen

I just got off the phone with Adam Munder and he asked me why I am opposing this new Restaurant so vigorously. I told Him, as I want to tell each of you, that number one we do not need another two hundred n eighty seat Restaurant in Town since most of us Mom n Pops cannot fill the seats we have now. We have three to four new Restaurants coming into Town this Season which were former Restaurants that failed. Put another 280 seats on top of that and we will have more failures. Number two, in the over thirty years I have operated Restaurants in Palm Beach, I have never seen one built from scratch, there was always a buy out just like I paid 2,000,000 for the key for Nick n Johnnies or if you were lucky you took over a existing restaurant lease n remodeled the space. By allowing restaurants to come in and built out a space, that will certainly dilute the equity of other existing Restaurants in Town. I know there are other issues with parking, traffic, the Playhouse and the 1979 agreement which I really do not have much knowledge about. I am mainly concerned for the Restaurants that I and my restaurateur friends operate in Palm Beach and the negative impact of 280 new seats.

Lastly, I would venture to guess that most of the Mom n Pops Restaurants in Town are owned and run by Palm Beach residents that are town serving, tax payers, voters, and church goers that support and donate to all the many charities that keep our Town special. That's it!!

Thanks for your time and efforts in this matter and please keep up the excellent work. We surely do appreciate each and everyone of you.

Sincerely,

Frank S. Coniglio

Sent from my iPhone

The Law Offices of
BRETON, LYNCH, EUBANKS & SUAREZ-MURIAS, P.A.

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Francis X. J. Lynch
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1209 North Olive Avenue
West Palm Beach, FL 33401-3515
Phone: (561) 721-4000
Facsimile: (561) 721-4001

August 9, 2012

Via E-mail and Hand Delivery

Honorable Gail Coniglio, Mayor, and
Town Council of Town of Palm Beach
360 South County Road
Palm Beach, Florida 33408

**Re: Concerns Regarding Application of
Del Frisco's Restaurant Group**

Dear Mayor and Town Council:

Within its August 3, 2012 correspondence, The Palm Towers Condominium ("Towers") respectfully requested that the Town Council defer consideration of the Zoning Application (Special Exception #20-2012 with Variance)(the "Application") submitted on behalf of Del Frisco's Restaurant Group ("Del Frisco's") until the Council's October 2012 meeting. Such a deferral would allow the residents of the Towers and the Town to have time to return to the Island, review the Application, make their own inquiry into the merits of the proposals contained therein, and voice their opinion.¹

The Towers would hope that the Council would allow this additional time for consideration by the public of an Application which has the potential to change the character of not only the Royal Poinciana Plaza ("Plaza"), but also the entire Royal Poinciana corridor and north end of the Town. In the meantime, the Towers would bring to the attention of the Council issues regarding the Application which may not be readily apparent upon its face.

I. Potential Adverse Effect on the 1979 Agreement

The primary interest of the Towers is the effect the Application may have on the continued existence and enforcement of the restrictions contained within 1979 Agreement. As set forth more fully within that March 9, 2009 correspondence from the Towers to the Town Council (which is incorporated herein) the 1979 Agreement was not just a vehicle to continue the existence of the

¹ While some would argue in opposition to any such deferral that: a) the Applicant also has the right to move Application forward; and b) the Town operates on a 12 month basis. However, it would seem that: a) no single Applicant (especially one which is not a resident or taxpayer) should take precedence over the interests of the residents of the Town; and b) it was not that long ago when an abuse of bringing significant summer Applications led to a Zoning Season in the Town during which major decisions were not made in the Summer for the exact reasons set forth in the Tower's August 3, 2012 letter.

Royal Poinciana Playhouse, but was more importantly a development plan which purposefully limited any future construction within the Plaza.

The 1979 Agreement consists of some sixteen (16) conditions of approval placed upon the granting of Variance #39-78 including, but not limited to, the placement of a Unity of Title on the property of the Plaza, an agreement not to construct any new buildings within the Plaza, an agreement not to attack or repeal any new restrictions within the C-PC Zoning of the Plaza which would restrict the Plaza to retail and office space and a height of two (2) floors, an agreement not to use economic hardship as the basis to abrogate any of the terms of the 1979 Agreement, a restriction that the Theater would only be used as a theater for the performing and/or visual arts, and an agreement that all of the restrictions would be covenants running with the land and recorded in the public record.

Sidney Spiegel was well aware of the restrictions of the 1979 Agreement when he purchased the Plaza, and in fact sought and was granted a modification to the Agreement which permitted him to roughly double the interior space within the Slat House. Nevertheless, Spiegel challenged the continued validity of the 1979 Agreement in a lawsuit in 2007 arguing that the Agreement was invalid in that at some point, the Town had provided "further development possibilities" which nullified its terms. After expending some \$240,000 in attorney's fees, the Town was ultimately successful in defending the 1979 Agreement. The resulting Final Judgment issued by Judge David Crow dated July 10, 2007 (which is incorporated herein by reference) specifically found that "The terms, conditions, covenants and restrictions set forth in the 1979 Agreement, as well as subsequent amendments thereto are in full force and effect and binding upon the Plaintiff [Spiegel]."

The 1979 Agreement contains multiple provisions that protect the Towers from new construction which would adversely affect the property values of its residents. As such, the Towers has been and remains concerned that any new projects, especially of the magnitude and nature of the Application, the demolition involved and the size of the variance sought may be considered "further development possibilities" or would otherwise be utilized in an attempt to negate the 1979 Agreement.

While representatives of the Towers initially met with counsel for the Applicant, and the Applicant has offered to enter into a "Stipulation" with the Towers that the issues identified within its Application would not be considered "further development possibilities," any such "Stipulation" with the Towers would not be legally binding and enforceable given that the 1979 Agreement constitutes the terms and conditions of a variance issued by the Town.² As such, any "Stipulation"

² For example, the most recent "Affidavit of Sterling Palm Beach" executed on or about August 6, 2012 would be woefully inadequate in that it: a) is not executed by the owner of the property; b) is overly vague in its language; c) does not contain a legal description; d) is not limited to the present Application; e) is not in a format

or "Agreement" that the Application would not represent "further development possibilities" must be entered into and executed by the Town, the owners of the Plaza, and Sterling Palm Beach LLC, the long term lessee of the Plaza, and not the Towers. Any resulting "Agreement" should likewise be in a format which can be recorded in the public records.

As a result, the Towers opposes the consideration, much less any approval of the Application by the Town Council prior to the execution of a sufficient agreement between the Town, the owners of the Plaza and the long term lessee of the Plaza under which it is specifically agreed, at a minimum, that granting of the Application will not constitute "further development possibilities" and that the 1979 Agreement and its restrictions remain in full force and effect.

II. Application Is Not Town Serving

Outside of the issues of the 1979 Agreement, on its face, the Application raises the issue of whether the proposed 8,399 s.ft. restaurant is legitimately Town Serving. While the Applicant may want the Town to overlook the issue, the fact remains that a restaurant is not a permitted use by right in the Plaza. Instead, the Plaza is controlled by the C-PC Planned Center District which was established to create an emphasis in shopping within the Plaza. Consequently, a restaurant is only permitted within the C-PC District by way of Special Exception, which must meet all of the requirements under Section 134-229 of the Code, including, but not limited to, a demonstration that the proposal will be "Town Serving," i.e. that "50 percent of the customers of the proposed use will be town persons." In the case of the Application, prior information filed with the Securities and Exchange Commission ("SEC") by the Applicant demonstrates that it cannot meet such standards.

While the Towers (and others in Town) were led to believe that the Applicant would be seeking approval of the construction of a "Del Frisco's Double Eagle Steak House"³ which would consist of a high-end steak house with an average check in the \$100+ range and a clientele which would draw upon the mature residents of the Town, the Application for a Del Frisco's Grille is a much different entity. In conjunction with their plan for a \$100,000,000 Initial Public Offering, on May 18, 2012, the Applicant filed Amendment No. 2 to its SEC Registration Statement which is very telling.

The SEC Registration demonstrates that the Applicant is atypical from Palm Beach's locally owned and operated restaurant, but instead owns and operates 31 restaurants across 18

which can be filed in the public records; and f) does not contain a sufficient oath of its signor(s).

³ In fact, for several weeks *prior* to the filing of the Application, Sterling Palm Beach's website already identified the space on its tenant site plan as being occupied by "Del Frisco's Double Eagle Steak House" not a "Del Frisco's Grille." An enlarged copy of that portion of the site plan including the "Double Eagle Steak House" is attached hereto as Exhibit "A."

states which are divided into three distinct categories of operation, Del Frisco's Double Eagle Steakhouse, Sullivan's Steakhouse, and Del Frisco's Grille.⁴ As demonstrated by the Applicant's SEC filings, the average check for a Del Frisco's Double Eagle Steak House is \$100, while the average check for a Sullivan's Steakhouse is \$59, and the average check is only \$45-\$55 for a Del Frisco's Grille. As a result, a Del Frisco's Grille is far from the high-end \$100 steak house presented to the Town, but instead is nothing more than another restaurant serving the same touted "diverse" and "eclectic" menu which already exists in Palm Beach, with one distinction: the Application seeks to create a restaurant which will dwarf the size of others on the Island.

Of course, with the enormous size of an 8,399 sq.ft. restaurant comes the need to draw from a much larger population than just the Town. This is confirmed by the chart of the target demographics and "Priority Age Blocks" found within the table on Page 73 of the Applicant's SEC filing, a copy of which is attached hereto as part of Exhibit "B." The target average income for a Del Frisco's Grille is \$75,000 (well below Palm Beach standards), with the target population necessary to support a Del Frisco's Grille being 75,000 + full-time residents, a 100,000 + day-time population, and a traffic count of at least 25,000.⁵ Finally, the target "Primary Age Block"⁶ for a Del Frisco's Grille is 25-34, with even secondary and tertiary target groups never rising above the age of 54. By contrast, the census information found on Sterling's own website (a copy of which is attached as Exhibit "C") demonstrates that there are 10,817 total residents of the Town with only 382 falling into the age category of 25-34 year olds, and 585 falling into the 35-44 category. As a result, even counting every single resident of the Town as a potential customer, Del Frisco's SEC filings demonstrate that it will need to draw from an additional 90,000 persons who are necessarily off-Island to be successful.⁷

⁴ See, below link, Table of Contents for locations, pages 2, 3, 69, 70 describing the difference between Del Frisco's Double Eagle Steak House, Sullivan's Steak House, and Del Frisco's Grille, and page 73 setting the target Day Time Population, Median Age, and Priority Age Blocks of each restaurant. A copy of these individual pages is also attached as Exhibit "B." <http://www.nasdaq.com/markets/ipos/filing.ashx?filingid=8241711>

⁵ This need to draw from a large population is why Del Frisco's Double Eagle Steak house, Sullivan's and Del Frisco's Grilles are virtually all located in large metropolitan areas such as New York, Dallas, and Atlanta, and not in exclusive resort communities such as Palm Beach.

⁶ The "Priority Age Block" is defined in the SEC filing as representing **"the targeted age demographics for a prospective site."** See, p. 73 footnote b (emphasis added).

⁷ While there is a tendency to focus on the potential up-side of a new restaurant of the stature of Del Frisco's, the Council should not lose track of the fact that there is also a huge potential down-side in the form of a major portion of a reconfigured Plaza going "dark." While this may not happen, as identified in the SEC filing, many of the principals of Del Frisco were also involved in Texas Land & Cattle restaurants which have since closed.

While it may be appealing to have a Del Frisco's Grille within the Plaza, the facts demonstrate that it simply would not be a "Town Serving" operation.⁸ In addition, while the Applicant has assured the Town and the residents of the Towers that it is a restaurant, not a bar, Del Frisco's Grille has been named as one of the most "vibrant bar scenes" in Dallas⁹, and its own logo touts the motto "Meat Up." "Drink Up."¹⁰ As a result, it will clearly be a destination bar for young professionals from the larger populations of West Palm Beach, Palm Beach Gardens, and the surrounding areas.

III. Inadequate Parking

A. Lack of Spaces/Parking Study Deficiencies

In addition to issues with the 1979 Agreement, as well as not being "Town Serving," sufficient parking simply does not exist within the Plaza to accommodate the size of the restaurant sought within the Application. While the Applicant has submitted a parking study, the analysis presented therein is inaccurate, incomplete, and misleading.

The Town has recently taken the position that parking within the Plaza is "grandfathered," so that it does not matter how many spaces there are at the Plaza, the only thing that matters is whether a specific application increases or decreases the admitted parking deficiency at the Plaza. Clearly, the Del Frisco's Application substantially increases that deficiency by at least 72 spaces.

As a result, it would seem that in light of such a large parking variance request, any rational consideration of the Application should start with the knowledge of exactly how many parking spaces are needed for the present uses in the Plaza, and how many actually exist. According to that parking memorandum submitted by DKS Associates in July, 2008 (a copy of which is attached as Exhibit "G") the C-PC Zoning requires a total of 1,196 on-site parking

⁸ While the Applicant has attached an American Express Marketing survey to support the "Town Serving" requirement, a closer look at the survey demonstrates that the information therein is only for Cardmembers (or CM's) and as such does not take into consideration transactions made in cash or other credit cards. For example, the survey indicates that its purpose is to "Identify various trends and behaviors by evaluating *Cardmember* spending and behavioral patterns around a prospective location..." and its methodology is based upon an evaluation "by analyzing market trends and *Cardmember* spending and behavioral patterns around the prospective location." (emphasis added).

⁹ See, Open Table listing of Del Frisco's Grille as number 3 in "Vibrant Bar Scene Restaurants- Dallas" attached hereto as Exhibit "D."

¹⁰ While often overlooked, an enlarged copy of the Del Frisco's "Meat Up." "Drink Up." logo is attached as Exhibit "E." A copy of a Del Frisco's letter and gift card sent to all of the residents of the Palm Beach Towers this week with the logo of a wine glass and martini glass is also attached as Exhibit "F."

spaces, 346 for the Playhouse/Supper Club,¹¹ and 850 for the remaining 159,000 sq.ft. of mixed use space.

By contrast, a field count of the actual spaces present today at the Plaza yields a count of only 656 parking spaces.¹² As a result, the Plaza is 194 spaces short of the minimum required for the present square footage and contains 73 spaces fewer than the 729 spaces claimed to exist within the Application and the attached DKS Associates Parking Report.¹³ Consequently, the modifications to the Plaza proposed by the Application will serve to exacerbate this shortage, while also not leaving sufficient parking should the Theater and/or Supper Club re-open, or any other tenant within the Plaza seek a parking variance.

Outside of flatly misstating the number of parking spaces at the Plaza, the May 2012 Parking Study performed by DKS Associates raises several other red flags including, but not limited to, the fact that:

- a. The study is based upon "a survey of parking occupancy conducted on May 10 and May 11, 2012." That means that the Applicant is asking the Town to allow for a drastic 72 space parking variance based solely on two off-season days in the middle of May when the majority of residents have left Town. By contrast, the 2008 parking survey by DKS included four separate surveys with three such occasions taking place in season and only one out of season. Notably, the 2008 DKS report shows closer to 500 spaces occupied at the middle of the day while the 2012 report shows only 390 and 383 for the two (2) days observed.
- b. To "compensate" for the fact that the study was performed during May, the 2012

¹¹ It would seem that if the Applicant really wanted to open a large restaurant within the Plaza, it could do so without contention by leasing the former Supper Club space which is even larger in size than requested in the Application and is a grandfathered use, rather than destroying office space and creating an even larger parking deficit in the Plaza. In fact, the Towers has made this suggestion directly to the CEO of the Applicant. A copy of the e-mail from the Towers to the Applicant is attached hereto as Exhibit "H."

¹² One need go no farther than to look at other applications filed recently regarding the Plaza which all state as a "fact" a different number of parking spaces available in the Plaza. As a result, it would seem to be in the best interests of the Town to perform its own parking count.

¹³ The Application's inaccuracy seems to be based upon the assumption that the parking space increase to 749 approved within Special Exception 21-95 were in fact created. From this approved number of 749, the Applicant appears to have deducted an estimate of 20 spaces lost to the new Flagler Memorial Bridge. As noted, however, such spaces were never created. As a result, Brian Kosoy of the Sterling Group admitted when questioned in 2009 that there were only 603 parking spaces, a number that has been increased somewhat by a recent re-striping and double stacking of parking along the southern portions of the lot.

DKS study admits that “[a]n adjustment factor of 1.16 was applied to the field data to reflect anticipated peak season conditions.” While the Applicant attempts to claim that the “adjustment factor” is based on FDOT information, every Palm Beacher knows, and Sterling touts on its website, that the population of the Town triples from nearly 10,000 residents to almost 30,000 residents during the season.¹⁴

As a result, the Applicant’s own parking survey is not only factually incorrect, but also misleading. Consequently, at a minimum, a more detailed parking study should be provided.

B. Slippery Slope of Self- Imposed Parking Variances

In addition to the inadequacies of the parking study relied upon by the Applicant, granting the parking variance requested by Del Frisco’s would start the Town down a slippery slope of virtually being forced to grant huge parking variances throughout the Town even if the shortage of spaces is self-created by an applicant. There is no denying that the parking variance requested within the Application is the result of the Applicant’s own desire to tear out office space and reconfigure it for use as restaurant space which has a much higher parking use and requirement.

Prior to this request, the Towers has not been able to find any instance where the Town has even considered granting an application which creates such a huge parking deficiency and then essentially forgiving that exact same deficiency created in the form of a variance. To the contrary, the Town has been very careful to study and assess parking variances as small as one to two parking spaces which result from the change of use from office space back to a retail use. To the extent the Town condones such an action, it will be hard for it to deny any number of projects throughout the Town which create a parking deficit as the owner(s) of such projects will claim unequal treatment by the Town.¹⁵

C. Lack of Parking for 216 of 260 Seats Requested

Stripped to its bare essentials and looking at the parking variance within the Application on an almost *reductio ad absurdum* basis reveals the deficiency of the request. The Applicant is seeking approval for the creation of a 260 seat restaurant for which admittedly it *does not have*

¹⁴ A copy of the information provided on Sterling’s own website is attached as Exhibit “I.”

¹⁵ Applicants such as Testa’s, could only dare to dream of a parking variance this large, as opposed to the need to spend millions of dollars to create underground parking.

*sufficient parking for 216 of those seats.*¹⁶ That means *the Applicant does not have parking for 83% of the seats it is requesting.* Clearly, the Town should not even consider creating a precedent which involves such a huge, self-created, parking deficit.

IV. Lack of Hardship to Support Parking Variance

To add insult to injury, not only is the Applicant seeking a variance for parking for 216 of its 260 seats, but it also lacks sufficient legal hardship to support that request. Under Section 134-0201 of the Town Code, the Town may grant a variance to the terms of the Code, “where, owing to a special condition, a literal enforcement of this chapter will result in unnecessary and undue hardship.” In order to meet this standard, the Town council *must and shall find* a set of criteria exists, including, but not limited to,:

- (1) Special conditions and circumstances exist which are *peculiar to the land, structure or building which are not applicable to other lands*, structures or buildings in the same zoning district;
- (2) The special 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 the 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. ...

The courts have been very clear in interpreting such statutes that an applicant who seeks a variance must demonstrate a “unique hardship in order to qualify for a variance.” As such it has been held that a “hardship” *may not be found unless no reasonable use can be made of the property without the variance*; or stated otherwise, “*the hardship must be such that it renders it virtually impossible to use the land for the purpose for which it was zoned.*” *Bernard v. Town Council of the Town of Palm Beach*, 569 So. 2d 853 (Fla. 4th DCA 1990)(emphasis added, citations omitted); *see also, Town of Indian River v. Nance*, 485 So. 2d 1318, 1320 (Fla. 5th DCA 1986); *Maturo v. City of Coral Gables*, 619 So. 2d 455 (Fla. 3d DCA 1993)(property must be virtually unusable and incapable of yielding return to meet standards required for variance);

¹⁶ Section 134-2176(9) of the Town Code requires one parking space for each 3 seats within a restaurant. As a result, a deficiency of 72 parking spaces, each representing 3 seats = 216 seats without required parking.

Thompson v. Planning Commission, 464 So. 2d 1231 (Fla. 1st DCA 1985)(hardship required to obtain variance may not be found unless there is showing that under the present zoning code there is no reasonable use for the property); *Fine v. City of Coral Gables*, 958 So. 2d 433 (Fla. 3d DCA 2007). Mere economic hardship is insufficient.

Similarly, the courts have squarely rejected the idea that an applicant can simply create a hardship and then rely upon that self-imposed hardship to meet the standards required for a variance. See, *Maturo v. City of Coral Gables*, 619 So. 2d 455 (Fla. 3d DCA 1993)(hardship must arise from circumstances peculiar to the realty alone, unrelated to the conduct or to the self-originated expectations of any of its owners or buyers); *Metropolitan Dade County v. Reineng Corporation*, 399 So. 2d 379 (3d DCA 1981) (“Economic disadvantage alone does not constitute a hardship sufficient to warrant the granting of a variance nor is a self imposed hardship sufficient grounds for granting a variance.”). As a result, variances for inadequate parking for a proposed more intensive use of property have been found to be improper, absent a showing of hardship which was not self-imposed. *Herrera v. City of Miami*, 600 So. 2d 561 (Fla. 3d DCA 1992).

In the present case, as detailed above, the Applicant has not, and cannot, meet the legal requirements for a parking variance. No special circumstances exist which are peculiar to the land, structure or building involved which are not applicable to other property within the C-PC Zoning. Furthermore, as the property exists, it can be used for the exact same purpose for which it was created, and in fact, was being used, without the need for any parking variance.

Instead, any purported “hardship” is undeniably self imposed as it results solely from the desire of the Applicant to tear out existing office space and create a monolithic new restaurant which creates a huge parking deficit. Consequently, granting a parking variance under such circumstances would constitute “reversible error” by the Town Council.

V. Traffic Issues

Although not as flagrant as the parking issues, there are also traffic issues associated with the Application. While the Applicant would have the Town believe that traffic will be improved by the conversion of office space to “quality restaurant space,” a review of the Traffic Statement attached to the Application demonstrates that its conclusions are not based on actual traffic counts, but upon “trip generation estimates” provided by the Transportation Engineers Report. As a result, all the report provides is a comparison of plugging in two generic ITE Codes, with no connection to real-world conditions. Once again, given the size and scope of the Application, it would seem inappropriate to base the impact of the Application solely upon such “trip generation estimates.”

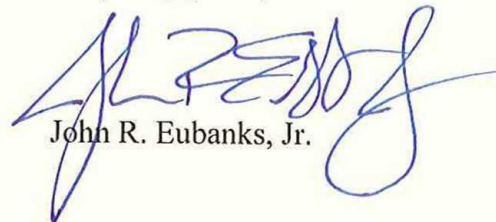
Honorable Gail Coniglio, Mayor, and
Town Council of Town of Palm Beach
August 9, 2012
Page 10

In addition, the Traffic Statement ignores the real-world impact of necessarily increased traffic on Cocoanut Row as the result of the new Flagler Memorial Bridge. As presently designed, the new bridge will descend quickly from a much higher bridge span onto Royal Poinciana Way in such a manner that it will be very difficult, if not impossible, to safely slow down and immediately turn into the Plaza. As a result, as a practical matter, virtually all traffic attempting to turn into the Plaza may necessarily be funneled onto Cocoanut Row. Additionally, all traffic, including patrons of the proposed Del Frisco's, may be forced to exit onto Cocoanut Row in order to proceed west back over the bridge, leading to even more potential problems at what has been one of the most confusing intersections in Town.

VI. Conclusion

While the Del Frisco's Application may be appealing, it simply does not meet the required standards set forth in the Town Code. The Application: a) runs afoul of the 1979 Agreement; b) is not "Town Serving"; c) does not have sufficient parking; d) includes a self-imposed parking deficiency; e) does not contain the required legal hardship to support the requested variance; and f) increases traffic congestion at one of the most confusing intersections in Town.

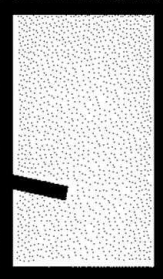
Very truly yours,



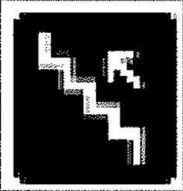
John R. Eubanks, Jr.

cc: John Page, Director of Planning, Zoning and Building
Peter Elwell, Town Manager
Paul Castro, Zoning Administrator
John C. "Skip" Randolph, Esq.
Town Clerk, Town of Palm Beach
John Grosskopf, General Manager Palm Beach Towers
Henry Goldsmith, President of Board of Palm Beach Towers Condominium

EXHIBIT "A"



306



300



ROYAL POINCIANA PLAZA

340 Royal Poinciana Way, Palm Beach, FL 33480



STERLING
ORGANIZATION

Royal Poinciana Way (21,900 cars per day)



Unit	Tenant	Avail. Sq. Ft.
1C	Sam's Marine Fish	
2C	Amelia's of Palm Beach	
3C	Time of the Foundation	
4C	Maria's Cafe	
5C	Island Hospitality (Gym Space)	
6C	Maple Cafe (Lamp Space)	
7C	Del Frisco's	5,000
8C	Del Frisco's	5,000
9C	Del Frisco's	5,000
10C	Del Frisco's	5,000
11C	Del Frisco's	5,000
12C	Del Frisco's	5,000
13C	Del Frisco's	5,000
14C	Del Frisco's	5,000
15C	Del Frisco's	5,000
16C	Del Frisco's	5,000
17C	Del Frisco's	5,000
18C	Del Frisco's	5,000
19C	Del Frisco's	5,000
20C	Del Frisco's	5,000
21C	Del Frisco's	5,000
22C	Del Frisco's	5,000
23C	Del Frisco's	5,000
24C	Del Frisco's	5,000
25C	Del Frisco's	5,000
26C	Del Frisco's	5,000
27C	Del Frisco's	5,000
28C	Del Frisco's	5,000
29C	Del Frisco's	5,000
30C	Del Frisco's	5,000
31C	Del Frisco's	5,000
32C	Del Frisco's	5,000
33C	Del Frisco's	5,000
34C	Del Frisco's	5,000
35C	Del Frisco's	5,000
36C	Del Frisco's	5,000
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91C	Del Frisco's	5,000
92C	Del Frisco's	5,000
93C	Del Frisco's	5,000
94C	Del Frisco's	5,000
95C	Del Frisco's	5,000
96C	Del Frisco's	5,000
97C	Del Frisco's	5,000
98C	Del Frisco's	5,000
99C	Del Frisco's	5,000
100C	Del Frisco's	5,000

For leasing information, contact:
ROBERT VREELAND
rvreeland@sterlingorganization.com
Office: 561.835.1810

The information herein is for illustrative purposes only. The size and location of the project, the identity or nature of any occupant and all features, matters and other information are subject to change without notice and should not be relied upon by any party. No representation or warranty, express or implied, is made as to the accuracy or reliability of this information.

EXHIBIT "B"

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As filed with the Securities and Exchange Commission on May 18, 2012

Registration No. 333-179141

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 2

to

FORM S-1

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

DEL FRISCO'S RESTAURANT GROUP, LLC

(to be converted into Del Frisco's Restaurant Group, Inc.)

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

5812
(Primary Standard Industrial
Classification Code Number)
930 S. Kimball Ave., Suite 100
Southlake, TX 76092
(817) 601-3421

20-8453116
(I.R.S. Employer
Identification Number)

(Address, including zip code, and telephone number,
including area code, of registrant's principal executive offices)

Mark S. Mednansky
Chief Executive Officer
Del Frisco's Restaurant Group, LLC
930 S. Kimball Ave., Suite 100
Southlake, TX 76092
(817) 601-3421

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Jeffrey A. Chapman
Peter W. Wardle
Gibson, Dunn & Crutcher LLP
2100 McKinney Ave., Suite 1100
Dallas, TX 75201
tel: (214) 698-3100
fax: (214) 571-2900

Colin J. Diamond
White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
tel: (212) 819-8200
fax: (212) 354-8113

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box: ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐Accelerated filer ☐Non-accelerated filer ☒Smaller reporting company ☐

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee
Common Stock, no par value per share	\$100,000,000	\$11,460(3)

(1) Estimated solely for the purpose of calculating the registration fee under Rule 457(o) of the Securities Act of 1933, as amended.

(2) Includes offering price of additional shares that the underwriters have the option to purchase. See "Underwriting."

(3) Previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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DEL FRISCO'S
RESTAURANT GROUP



● DEL FRISCO'S
● SULLIVAN'S
● DEL FRISCO'S GRILLE



Del Frisco's
DOUBLE EAGLE STEAK HOUSE
DELFRISCOS.COM



SULLIVAN'S
STEAKHOUSE
SULLIVANSTEAKHOUSE.COM



DEL FRISCO'S GRILLE
DELFRISCOGRILLE.COM

BOSTON 250 Northern Avenue Boston, MA 02210	HOUSTON 5061 Westheimer Road Houston, TX 77056	ANCHORAGE 320 West 5th Avenue Anchorage, AK 99501	DENVER 1745 Wazee Street Denver, CO 80202	OMAHA 222 South 15th Street Omaha, NE 68102	DALLAS 3232 McKinney Avenue Dallas, TX 75204
CHARLOTTE 4725 Piedmont Row Drive Charlotte, NC 28210	LAS VEGAS 3925 Paradise Road Las Vegas, NV 89169	AUSTIN 300 Colorado Street Austin, TX 78701	HOUSTON 4608 Westheimer Road Houston, TX 77027	PALM DESERT 73505 El Paseo Palm Desert, CA 92260	NEW YORK 50 Rockefeller Plaza New York, NY 10020
DALLAS 5251 Spring Valley Road Dallas, TX 75254	NEW YORK 1221 Avenue of the Americas New York, NY 10020	BALTIMORE One East Pratt Street Baltimore, MD 21202	INDIANAPOLIS 3316 East 86th Street Indianapolis, IN 46240	RALEIGH 414 Glenwood Avenue Raleigh, NC 27603	PHOENIX COMING SOON
DENVER 8100 East Orchard Road Greenwood Village CO, 80111	PHILADELPHIA 1426 Chestnut Street Philadelphia, PA 19102	BATON ROUGE 5252 Corporate Blvd Baton Rouge, LA 70808	KING OF PRUSSIA 700 West Dekalb Pike King of Prussia, PA 19406	SEATTLE 621 Union Street Seattle, WA 98101	WASHINGTON D.C. COMING SOON
FORT WORTH 812 Main Street Fort Worth, TX 76102	CHICAGO COMING SOON	CHARLOTTE 1928 South Boulevard Charlotte, NC 28203	LEAWOOD 4501 West 119th Street Leawood, KS 66209	TUCSON 1785 East River Road Tucson, AZ 85718	ATLANTA COMING SOON
		CHICAGO 415 North Dearborn Street Chicago, IL 60654	LINCOLNSHIRE 250 Marnett Drive Lincolnshire, IL 60069	WILMINGTON 5525 Concord Pike Wilmington, DE 19803	
		DALLAS 17795 North Dallas Pkwy Dallas, TX 75287	NAPERVILLE 244 South Main Street Naperville, IL 60540		

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PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary does not contain all of the information that may be important to you. You should carefully read this prospectus in its entirety before making an investment decision. In particular, you should read the section entitled "Risk Factors" and the consolidated and combined financial statements and notes related to those statements included elsewhere in this prospectus.

As used in this prospectus, unless the context otherwise indicates, the references to "DFRG," "Del Frisco's Restaurant Group," "our company," "the Company," "us," "we" and "our" refer to Del Frisco's Restaurant Group, LLC together with its subsidiaries prior to the reorganization date and Del Frisco's Restaurant Group, Inc. and its consolidated subsidiaries on and after the reorganization date. Unless otherwise indicated or the context otherwise requires, financial and operating data in this prospectus reflects the consolidated business and operations of Del Frisco's Restaurant Group, LLC and its wholly-owned subsidiaries prior to the reorganization date and Del Frisco's Restaurant Group, Inc. and its wholly-owned subsidiaries on and after the reorganization date.

Our Company

We develop, own and operate three contemporary, high-end, complementary restaurants: Del Frisco's Double Eagle Steak House, or Del Frisco's, Sullivan's Steakhouse, or Sullivan's, and Del Frisco's Grille, or the Grille. We are a leader in the full-service steakhouse industry based on average unit volume, or AUV, EBITDA margin and comparable restaurant sales growth. We currently operate 31 restaurants in 18 states. Each of our three restaurant concepts offers steaks as well as other menu selections, such as chops and fresh seafood. These menu selections are complemented by an extensive, award-winning wine list. Del Frisco's, Sullivan's and the Grille are positioned within the fine dining segment and are designed to appeal to both business and local dining customers. Our Del Frisco's restaurants are sited in urban locations to target customers seeking a "destination dining" experience while our Sullivan's and Grille restaurants are intended to appeal to a broader demographic, allowing them to be located either in urban areas or in close proximity to affluent residential neighborhoods. We believe our success reflects consistent execution across all aspects of the dining experience, from the formulation of proprietary recipes to the procurement and presentation of high quality menu items and delivery of excellent customer service.

We generated revenues of \$201.6 million for the fiscal year ended December 27, 2011, representing 21.8% total revenue growth and 11.2% comparable restaurant sales growth over 2010. We recorded net income of \$9.1 million and adjusted EBITDA of \$36.5 million for 2011, representing 2.8% net income growth and 20.8% adjusted EBITDA growth over 2010. Our 2011 operating income and adjusted EBITDA margins were 10.8% and 18.1%, respectively. For the twelve weeks ended March 20, 2012, we generated revenues of \$53.7 million, representing 23.8% total revenue growth and 6.7% comparable restaurant sales growth over the twelve weeks ended March 22, 2011. We recorded net income of \$5.0 million and adjusted EBITDA of \$10.9 million for the twelve weeks ended March 20, 2012, representing 100.7% net income growth and 45.8% adjusted EBITDA growth over the twelve weeks ended March 22, 2011. Our operating income and adjusted EBITDA margins for the twelve weeks ended March 20, 2012 were 15.6% and 20.3%, respectively. For a reconciliation of adjusted EBITDA and adjusted EBITDA margin and a discussion of why we consider them useful, see "—Summary Historical Consolidated Financial and Operating Data."

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Del Frisco's Double Eagle Steak House

We believe Del Frisco's is one of the premier steakhouse concepts in the United States. The Del Frisco's brand is defined by its menu, which includes USDA Prime grade, wet-aged steaks hand-cut at the time of order and a range of other high-quality offerings, including prime lamb, fresh seafood, and signature side dishes and desserts. It is also distinguished by its "swarming service," whereby customers are served simultaneously by multiple servers. Each restaurant has a sommelier to guide diners through an extensive, award-winning wine list and our bartenders specialize in hand-shaken martinis and crafted cocktails. Del Frisco's restaurants target customers seeking a full-service, fine dining steakhouse experience. We believe the décor and ambiance, with both contemporary and classic designs, enhance our customers' experience and differentiate Del Frisco's from other upscale steakhouse concepts. We currently operate nine Del Frisco's steakhouses in seven states. These restaurants range in size from 11,000 to 24,000 square feet with seating capacity for at least 300 people. Annual AUVs per comparable Del Frisco's restaurant were \$12.5 million for the fiscal year ended December 27, 2011. During the same period, the average check at Del Frisco's was \$100.

Sullivan's Steakhouse

Sullivan's was created in the mid-1990's as a complementary concept to Del Frisco's. The Sullivan's brand is defined by a fine dining experience at a more accessible price point, along with a vibrant atmosphere created by an open kitchen, live music and a bar area designed to be a center for social gathering and entertainment. Each Sullivan's features fine hand-selected aged steaks, fresh seafood and a broad list of custom cocktails, along with an extensive selection of award-winning wines. We currently operate 20 Sullivan's steakhouses in 15 states. These restaurants range in size from 7,000 to 11,000 square feet with seating capacity for at least 250 people. Annual AUVs per comparable Sullivan's restaurant were \$4.3 million for the fiscal year ended December 27, 2011. During the same period, the average check at Sullivan's was \$59.

Del Frisco's Grille

We developed the Grille, our newest concept, to take advantage of the positioning of the Del Frisco's brand and to provide greater potential for expansion due to its smaller size, lower build out cost and more diverse menu. The Grille's menu is designed to appeal more broadly to both business and casual diners and features a variety of Del Frisco's prime aged steaks, top selling signature menu items and a broad selection of the same quality wines. The Grille also offers an assortment of relatively less expensive entrees, such as flatbread pizzas, sandwiches and salads, all prepared with the same signature flavors, high quality ingredients and presentation associated with the Del Frisco's brand. We believe the ambiance of the concept appeals to a wide range of customers seeking a less formal atmosphere for their dining occasions. Our first Grille opened in August 2011 at Rockefeller Center in New York City, and we opened a second location in November 2011 in Dallas, Texas. Additional Grille openings are planned over the next year and we anticipate they will range in size from 6,500 to 8,500 square feet with seating capacity for at least 200 people. We are targeting annual AUVs per comparable Grille restaurant between \$4.0 million and \$6.0 million with an average check of between \$45 and \$55.

Our Business Strengths

We believe the following are key strengths of our business and serve to differentiate us from our competitors:

Multiple Top Performing Concepts with an Expanding National Platform. We are one of the nation's leading fine dining restaurant operators. We currently have 31 restaurants in 25 cities in

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18 states in a wide variety of geographic and demographic markets. Our locations that were operating throughout the fiscal year ended December 27, 2011, had AUVs of \$6.7 million per location across all concepts, \$12.5 million at our Del Frisco's locations (\$9.1 million excluding our New York location) and \$4.3 million at our Sullivan's locations. We believe our New York Del Frisco's location is the highest grossing restaurant in the steakhouse industry. We base this belief on the fact that our New York location grossed more than the highest grossing restaurant in a 2010 report published by Restaurants & Institutions listing the top 100 grossing individual restaurants in 2009 excluding chains with more than five restaurants. See "Business—Our Business Strengths—Multiple Top Performing Concepts with an Expanding National Platform" for additional information regarding the basis for this belief. Further, we believe we appeal to landlords with desirable locations by offering three high-AUV, complementary concepts adaptable to a variety of areas and venues. In 2011, we expanded our national platform by opening a Del Frisco's in Boston, Massachusetts and our first two Grille restaurants in New York City and Dallas, Texas.

Operating Model Driving Higher Margins. Our high-AUVs and high average check per person, combined with our operating efficiencies, enable us to achieve industry-leading operating margins based on public company data. We believe that our success is driven by our consistent execution across all aspects of the dining experience, from the formulation of proprietary recipes to the procurement and presentation of high quality menu items and our focus on providing outstanding customer service. Our entrepreneurial culture and bonus incentives empower and motivate the general manager at each restaurant to act as the owner of his or her restaurant. These general managers meet weekly as a group with senior management to share best practices. Chefs and kitchen staff at each restaurant are responsible for maintaining and ordering their own food inventory, thereby increasing efficiency and reducing waste and the need for additional headcount at the corporate level. We believe we achieve significant cost, quality and availability advantages through centralized sourcing from our primary suppliers of beef, wine and other products. In fiscal 2011, our revenues were comprised 66% of food and 34% of alcohol. We had operating income and restaurant-level EBITDA margins of 10.8% and 23.5% and 15.6% and 25.2% in fiscal 2011 and the twelve weeks ended March 20, 2012, respectively.

Fine Dining Concepts with Complementary Market Positions. Del Frisco's, Sullivan's and the Grille are fine dining concepts that share a focus on high quality food, individualized interior design and attentive service. The concepts were designed to coexist with one another, each maintaining its own identity and price point. Average checks at Del Frisco's and Sullivan's were \$100 and \$59, respectively, for the fiscal year ended December 27, 2011, and the targeted average check at the Grille is between \$45 and \$55. Currently, we operate multiple concepts in close proximity to each other in six of our markets. We believe our complementary positioning will continue to allow us to develop our concepts in a single metropolitan area without competing for customers. We have secured prominent locations for our restaurants and a number of unique sites not typically used for steakhouse locations, including a historic bank building, a redeveloped wharf and former retail space in Rockefeller Center. We believe the locations of our restaurants distinguish us from our competitors, add to the strength of our brands and help drive our high AUVs. Furthermore, we believe many landlords and developers seek out our concepts to be restaurant anchors for their developments as our concepts are complementary to upscale national retailers with similar target demographics.

Focus on Innovation. We have developed and created three high-AUV concepts in the full-service steakhouse industry. As we have grown our concepts, we have evolved each to incorporate proprietary recipes with bold and flavorful seasonings that reflect our heritage in

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Sullivan's Steakhouse

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Multiple Top Performing Concepts with an Expanding National Platform. We are one of the nation's leading fine dining restaurant operators. We currently have 31 restaurants in 25 cities in 18 states in a wide variety of geographic and demographic markets. Our locations that were operating throughout the fiscal year ended December 27, 2011, had AUVs of \$6.7 million per location across all concepts, \$12.5 million at our Del Frisco's locations (\$9.1 million excluding our New York location) and \$4.3 million at our Sullivan's locations. We believe our New York Del Frisco's location is the highest grossing restaurant in the steakhouse industry. We base this belief on the fact that our New York location grossed more than the highest grossing restaurant in a 2010 report published by Restaurants & Institutions listing the top 100 grossing individual restaurants in 2009 excluding chains with more than five restaurants. Furthermore, there was only marginal growth in revenues at our fine dining peers in 2010 and 2011, and our management, which has significant experience in the industry, is not aware of any other location of a steakhouse chain with more than five locations that would otherwise exceed sales at our New York Del Frisco's location. Further, we believe we appeal to landlords with desirable locations by offering three high-AUV, complementary concepts adaptable to a variety of areas and venues. In 2011, we expanded our national platform by opening a Del Frisco's in Boston, Massachusetts and our first two Grille restaurants in New York City and Dallas, Texas.

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Operating Model Driving Higher Margins. Our high-AUVs and high average check per person, combined with our operating efficiencies, enable us to achieve industry-leading operating margins based on public company data. We believe that our success is driven by our consistent execution across all aspects of the dining experience, from the formulation of proprietary recipes to the procurement and presentation of high quality menu items and our focus on providing outstanding customer service. Our entrepreneurial culture and bonus incentives empower and motivate the general manager at each restaurant to act as the owner of his or her restaurant. These general managers meet weekly as a group with senior management to share best practices. Chefs and kitchen staff at each restaurant are responsible for maintaining and ordering their own food inventory, thereby increasing efficiency and reducing waste and the need for additional headcount at the corporate level. We believe we achieve significant cost, quality and availability advantages through centralized sourcing from our primary suppliers of beef, wine and other products. In fiscal 2011, our revenues were comprised 66% of food and 34% of alcohol. We had operating income and restaurant-level EBITDA margins of 10.8% and 23.5% and 15.6% and 25.2% in fiscal 2011 and the twelve weeks ended March 20, 2012, respectively.

Fine Dining Concepts with Complementary Market Positions. Del Frisco's, Sullivan's and the Grille are fine dining concepts that share a focus on high quality food, individualized interior design and attentive service. The concepts were designed to coexist with one another, each maintaining its own identity and price point. Average checks at Del Frisco's and Sullivan's were \$100 and \$59, respectively, for the fiscal year ended December 27, 2011, and the targeted average check at the Grille is between \$45 and \$55. Currently, we operate multiple concepts in close proximity to each other in six of our markets. We believe our complementary positioning will continue to allow us to develop our concepts in a single metropolitan area without competing for customers. We have secured prominent locations for our restaurants and a number of unique sites not typically used for steakhouse locations, including a historic bank building, a redeveloped wharf and former retail space in Rockefeller Center. We believe the locations of our restaurants distinguish us from our competitors, add to the strength of our brands and help drive our high AUVs. Furthermore, we believe many landlords and developers seek out our concepts to be restaurant anchors for their developments as our concepts are complementary to upscale national retailers with similar target demographics.

Focus on Innovation. We have developed and created three high-AUV concepts in the full-service steakhouse industry. As we have grown our concepts, we have evolved each to incorporate proprietary recipes with bold and flavorful seasonings that reflect our heritage in the Southern United States, extensive wine lists, prominent bar scenes and our "swarming service." We have positioned the Del Frisco's brand as a contemporary alternative to the traditional fine dining steakhouse dining concept. We developed Sullivan's in the mid-1990's, featuring lower price points and live music to attract a broader clientele. The Grille, opened in 2011, leverages and broadens Del Frisco's appeal in a less formal and smaller format. We remain committed to evolving our existing concepts to remain relevant to a range of customers.

High Quality Menu Offerings with a Focus on Social Experience and Customer Service. We believe we provide our customers with a true fine dining steakhouse experience by combining high quality food, atmosphere and service. We offer high quality cuisine across all menu items, with an emphasis on aged beef, fresh seafood and locally sourced ingredients. These offerings are complemented by an extensive, award-winning wine list and a broad cocktail selection. The dining experience is enhanced by our commitment to providing a social atmosphere and décor that includes carefully-selected artwork, private dining rooms and separate bar areas. To further enhance our customers' dining experience we have a staff of highly-trained employees who undergo an extensive training program and are evaluated regularly by management. These employees provide our "swarming service," which creates frequent interactions with our customers.

Table of Contents

Understanding our customers is an essential element of our market planning and site selection processes. We've developed a customer profile for each of our concepts to help guide our development efforts and educate our development partners. We look for the following minimum criteria in our site trade areas:

	Population(a)	Daytime Population(a)	Average HH Income	Median Age	Priority Age Blocks(b)	Traffic Counts(c)
	100,000+	150,000+	\$100,000+	40+	35-44; 45-54; 55-64	40,000+
	75,000+	100,000+	\$ 75,000+	35+	35-44; 45-54	25,000+
	75,000+	100,000+	\$ 75,000+	35+	25-34; 35-44; 45-54	25,000+

(a) Represents the population within a customized target area generally with less than a 20-minute drive time.

(b) Represents the targeted age demographics for a prospective site.

(c) Represents the targeted average daily vehicle traffic for a prospective site.

We expect the size of new Del Frisco's restaurants to range from 12,000 to 16,000 square feet, new Sullivan's restaurants to range from 8,000 to 9,000 square feet and new Grille restaurants to range from 6,500 to 8,500 square feet. For the opening of a new restaurant, we measure our cash investment costs net of landlord contributions and equipment financing, but including pre-opening costs. We target average cash investment costs of \$7.0 million to \$9.0 million for a new Del Frisco's and \$3.0 million to \$4.5 million for a new Sullivan's or Grille. We target a cash-on-cash return of at least 25% beginning in the third operating year across our concepts, consistent with the average of restaurant openings in recent years. To achieve this return we target a ratio of third year restaurant revenues to net development costs in the range of approximately 1.25:1 to 1.50:1. We target restaurant-level EBITDA margins of between 20% and 25% for each of our three concepts.

We believe there are opportunities to open three to five new restaurants annually, generally composed of one Del Frisco's and two to four Sullivan's and/or Grilles, with new openings of our Grille concept likely serving as the primary driver of new unit growth in the near term. It generally takes nine to 12 months after the signing of a lease or the closing of a purchase to complete construction and open a new restaurant. Additional time is sometimes required to obtain certain government approvals, permits and licenses, such as liquor licenses.

Properties

We currently operate 31 restaurants across 18 states. We currently lease all of our restaurants, except for one Del Frisco's restaurant and one Sullivan's restaurant. The majority of our leases provide for minimum annual rents with some containing percentage-of-sales rent provisions, against which the minimum rent may be applied. Typically, our lease terms are five to 15 years at initiation, with two to four five-year extension options. None of our restaurant leases can be terminated early by the landlord other than as is customary in the context of a breach or default under the applicable lease.

EXHIBIT "C"

Pop-Facts: Demographic Snapshot 2011 Report

Palm Beach demos

ZIP, (see appendix for geographies), aggregate

Description	Total ZIP	%
2011 Est. Population by Ancestry		
Pop, Ancestry Unclassified	1,059	9.79
2011 Est. Pop Age 5+ by Language Spoken At Home	10,522	
Speak Only English at Home	8,482	80.61
Speak Asian/Pac. Isl. Lang. at Home	140	1.33
Speak IndoEuropean Language at Home	1,215	11.55
Speak Spanish at Home	581	5.52
Speak Other Language at Home	104	0.99
2011 Est. Population by Sex	10,817	
Male	4,877	45.09
Female	5,940	54.91
2011 Est. Population by Age	10,817	
Age 0 - 4	295	2.73
Age 5 - 9	301	2.78
Age 10 - 14	278	2.57
Age 15 - 17	182	1.68
Age 18 - 20	139	1.29
Age 21 - 24	297	2.75
Age 25 - 34	382	3.53
Age 35 - 44	585	5.41
Age 45 - 54	825	7.63
Age 55 - 64	1,666	15.40
Age 65 - 74	2,069	19.13
Age 75 - 84	2,341	21.64
Age 85 and over	1,457	13.47
Age 16 and over	9,883	91.37
Age 18 and over	9,761	90.24
Age 21 and over	9,622	88.95
Age 65 and over	5,867	54.24
2011 Est. Median Age	67.22	
2011 Est. Average Age	60.80	

EXHIBIT "D"



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Ratings

☐ Best Overall

☐ Best Ambiance

☐ Best Service

☐ Best Food

☐ American

☐ Italian

☐ Steak

Special Features

☐ Fit for Foodies

☐ Good for Groups

☐ Great for Brunch

☐ Great for Lunch

☐ Hot Spot

☐ Neighborhood Gem

☐ Notable Wine List

☐ Outdoor Dining

☐ Romantic

☐ Special Occasion

☐ Vibrant Bar Scene

Most Booked

☐ Dallas

☐ 1000-Point Tables

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10 Diners' Choice Winners

Restaurant Name	Price
Primebar Downtown American	\$\$
Victory Tavern Victory Park American	\$\$
Del Frisco's Grille - McKinney Ave - Dallas Downtown Steak	\$\$\$
The Cedars Social Downtown American	\$\$
Private Social Uptown Global, International	\$\$
Meddlesome Moth Design District American	\$\$
Dragonfly at Hotel ZaZa Uptown Contemporary American	\$\$\$
Sfuzzi Uptown Italian	\$\$
Kona Grill - Dallas Park Cities Contemporary American	\$\$
Saint Ann Restaurant and Bar Uptown American	\$\$

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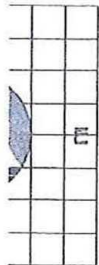
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EXHIBIT "E"



A-1.1

sheet title: FLOOR PLAN
file name: RPP-DELFRISCO-EELEV.DWG

project no: 11043
date: 07/17/12
drawn by: CP
checked by: KS

revisions:



TENANT IMPROVEMENTS FOR:
DEL FRISCO'S GRILLE
ROYAL POINCIANA PLAZA
340 ROYAL POINCIANA WAY
PALM BEACH, FL 33480

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COA-023-2012

TENANT IMPROVEMENTS FOR:
DEL FRISCO'S GRILLE
ROYAL POINCIANA PLAZA
340 ROYAL POINCIANA WAY
PALM BEACH, FL 33480



EXHIBIT "F"



August 2, 2012

Dear Neighbor,

I am excited to share with you that our company has signed a lease to open a Del Frisco's Grille restaurant in the Royal Poinciana Plaza. We believe that the addition of our restaurant will enhance the quality of the Plaza and provide you, your family, and your neighbors with a wonderful dining option within walking distance of Palm Beach Towers. I would like to take this opportunity to formally introduce to you our company and our plan for our Palm Beach location.

First, a little about our company. We own and operate three contemporary, high end complementary restaurant concepts: Del Frisco's Double Eagle Steakhouse, Sullivan's Steakhouse, and Del Frisco's Grille ("the Grille"). We opened our first restaurant in 1981, and just last year we created the Grille concept, opening our first location in New York, located at 50 Rockefeller Plaza (corner of Rockefeller Plaza and West 51st Street).

Our restaurant in Palm Beach can best be described as very upscale casual dining featuring a variety of Del Frisco's prime aged steaks, top selling signature menu items and a broad selection of quality wines. The Grille will also offer an assortment of affordable eclectic entrees, such as flatbread pizzas, sandwiches and salads, all prepared with the same signature flavors, high quality ingredients and presentation associated with the Del Frisco's brand. We will also have a large wine cellar that will contain a selection of over 500 different labels and over 4,500 bottles of wine at all price points along with two private dining rooms available for hosting small dinner parties for your special occasions. For your convenience, I have enclosed the proposed menu for our Palm Beach location.

To create the restaurant, we will renovate and combine several existing vacant spaces located at the far northeast corner of the Royal Poinciana Plaza. We will invest over \$3.5 million in the renovation with a goal of very beautiful, yet understated ambience. This location in the Plaza is the farthest possible point from Palm Beach Towers and should have no effect at all on the Towers. However, because we are within easy walking and driving distance, we believe that our restaurant will be an amenity for you and your neighbors to enjoy.

We will have no bands or live music and we will not offer drink specials. Our restaurant is not a bar or a nightclub. We will have a bar, but it is ancillary to our core restaurant business. We will close at 11 p.m. Sunday through Wednesday and at midnight Thursday through Saturday. We will be open for lunch every day except Sunday. Complimentary valet service will be offered at both lunch and dinner.

The traffic study that the Town requires indicates that our restaurant will result in a net reduction in traffic (as compared to the existing retail uses in this space) for Cocconut Row and Royal Poinciana Way. This is due to the fact that most of our customers arrive and leave after the peak traffic hours. We feel that this is positive for the entire neighborhood.



For your convenience, I have enclosed a copy of the site plan so that you can review the details of our restaurant and visualize where it will be located in the Plaza. I, my colleagues, or our local Palm Beach design professionals are always available to answer any questions that you may have or address any concerns that you might raise. Please feel free to call us anytime at 817-601-3421.

On behalf of my colleagues, I want to thank you for the warm welcome that we have received in the Town and express how delighted we are to have you as our neighbor. We hope that you visit Del Frisco's Grille often and consider it to be *your* restaurant. As a token of our appreciation, I am enclosing a gift certificate in the amount of \$50 that can be used at our Palm Beach location in 2013. We look forward to seeing you soon!

Sincerely,

Mark S. Mednansky, CEO



FOOD TO FIGHT OVER

CHEESESTEAK EGGROLLS Sweet & Spicy Chili Sauce, Honey Mustard 10
 SPINY LOBSTER-CRAB EMPANADAS Coconut Lime Ketchup 14
 LOLLIPOP CHICKEN WINGS Buffalo Style, Avocado Ranch Dressing 11
 AHI TACOS- Tuna Tartare, Avocado, Spicy Citrus Mayo 13
 CHILLED OYSTERS Daily Selection served on Ice, Cocktail & Mignonette Sauces 14
 JUMBO LUMP CRABCAKE Cajun Lobster Sauce 16
 KEY WEST SHRIMP POT STICKERS Sesame Ponzu Sauce 12
 BLACK-EYED PEA HUMMUS Pickled Vegetables, Flatbread Crisps 9
 DEVILED EGGS Truffle-Chive Vinaigrette 7
 ROASTED TOMATO BISQUE Pesto Croutons, Crème Fraîche 8
 CHORIZO STUFFED DATES Melted Manchego, Cherry Vinegar Syrup 10
 FLORIDA STONE CRAB CLAWS Mustard Sauce & Louie Sauce 21

FLATBREADS

ROASTED TOMATO Fresh Mozzarella, Basil 10
 PESTO CHICKEN Mozzarella, Roma Tomatoes, Parmesan, Blue Cheese 14
 WILD MUSHROOM Fontine Cheese, Caramelized Onions, Baby Arugula 11
 BLUE CRAB Creamed Leeks, Provolone, Shaved Fennel Salad 16

RUFFAGE

THE GRILLE SALAD Crisp Mixed Greens, Tomato, Carrot, Bacon, Vinaigrette 6
 ICEBERG LETTUCE WEDGE Bacon, Tomato, Blue Cheese Dressing 7
 KNIFE & FORK CAESAR Romaine, Parmesan, Garlic Croutons, Anchovy, Garlic Dressing 8
 HEIRLOOM TOMATO & BURRATA Balsamic Vinegar, Basil Oil, Micro Greens 15

BIG GREENS

SEARED ASIAN TUNA SALAD- Shaved Napa Cabbage, Arugula, Mango, Chilled Noodles, Toasted Almonds, Tomato, Avocado, Ginger-Sesame Dressing 16
 STEAKHOUSE SALAD- Broiled Prime Strip Steak, Deviled Egg, Crunchy Greens, Avocado, Bacon, Parmesan, Blue Cheese, Lemon-Horseradish Dressing 16
 CHICKEN CAESAR SALAD Romaine Leaves, Parmesan, Garlic Croutons, Anchovy, Garlic Dressing 14

TWO-FISTED SANDWICHES

FARMHOUSE GRILLED CHEESE & ROASTED TOMATO BISQUE Aged Cheddar, Gruyere, Mornay Sauce 14
 THE GRILLE PRIME CHEESEBURGER- Double Patties, Lettuce, Tomato, Sloppy Sauce, Frites, Pickle 13
 LAMB BURGER- Roasted Tomato, Arugula, Tzatziki Sauce, Frites 14
 FARMERS MARKET VEGGIE BURGER Hand-Crafted Veggie Patty, Soy Glaze & Asian Garden Salad 14
 SHAVED PRIME STEAK SANDWICH Horseradish Sauce, Au Jus, Frites, Pickle 15
 CHICKEN AVOCADO CLUB Smoked Bacon, Crisp Lettuce, Tomato, Chipotle Aioli, Frites 14
 BEER BRAISED PORK Black Forest Ham, Swiss Cheese, Apricot Mustard, Pretzel Bread 16

SUITS & TIE

6 OZ. FILET MIGNON OR BAY OF FUNDY SALMON
 Served with Seasonal Vegetable + Roasted Garlic Mashed Potatoes or Frites

KNIFE & FORK

VEAL MEATLOAF Hand-Mashed Potatoes, Wild Mushrooms, Bordelaise Sauce 16
 CHICKEN SCHNITZEL Squash & Chive Noodles, Lemon-Butter Sauce 18
 SOLE FRANCOISE Lump Crab, Arugula-Cherry Tomato Salad, Chives-Lemon Butter 25
 AHI TUNA STEAK- Sesame-Chive Crust, Chilled Noodle Salad, Ponzu Sauce 26
 DREGCHIETTE PASTA Lemon & Thyme Marinated Chicken, Fresh Spinach, Roasted Garlic Cream & Parmesan 14
 CRABCAKES Papardelle Pasta, Tomato, Basil & Cajun Lobster Sauce 36

LIL' SOMETHIN' SOMETHIN'

Roasted Garlic Mashed Potatoes 7 Truffled Mac & Cheese 12
 Sweet Potato Frites 7 Roasted Asparagus 9
 See Salt & Parmesan Frites 6 Pan-Braised Wild Mushrooms 9

COMPLIMENTS

*Cooling to prefer. Consuming raw or under-cooked meats may increase your risk of food borne illness, especially if you have certain medical conditions.
 Before placing your order, please inform your server if anyone in your party has a food allergy.

DEL FRISCO'S SIGNATURE STEAKS

Served with Loaded Mashed Potatoes
 FILET MIGNON- 8oz 34
 PRIME NEW YORK STRIP- 14oz 38
 PRIME SLICED NEW YORK STRIP- 8oz Fresh Tomato-Basil Salsa, Chives, Lemon-Horseradish Dressing 29
 PRIME RIBEYE- 16oz 39
 PRIME DELMONICO- 12oz Blackened BBQ Rub 32

FROM THE SEA

BAY OF FUNDY SALMON- Arugula-Citrus Salsa 26
 AHI TUNA STEAK- Sesame-Chive Crust, Chilled Noodle Salad, Ponzu Sauce 29
 CHIVE-HANDICUT Lump Crab, Arugula-Cherry Tomato Salad, Sesame-Chive Crust 29
 SEA SCALLOPS Basil Couscous, Succotash, Lobster-Tomato Butter 29
 CRABCAKES Papardelle Pasta, Tomato, Basil & Cajun Lobster Sauce 36
 PLANTAIN CRUSTED GROUPER Coconut Sticky Rice, Pineapple-Black Bean Garlic Sauce 32
 FLORIDA RED SNAPPER FILET Shaved Vegetable Escabeche & Gazpacho Sauce 34

KNIFE & FORK

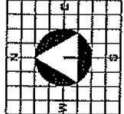
VEAL MEATLOAF Mashed Potatoes, Wild Mushrooms, Bordelaise Sauce 19
 PRIME BEEF SHORT RIB STROGANOFF Pepperdelle Noodles 29
 CHICKEN SCHNITZEL Squash & Chive Noodles, Lemon-Butter Sauce 19
 MESQUITE-SMOKED PORK CHOP Creamy Grits, Bourbon-Apple Glaze 24
 DREGCHIETTE PASTA Lemon & Thyme Marinated Chicken, Fresh Spinach, Roasted Garlic Cream & Parmesan 14

TWO-FISTED SANDWICHES

FARMHOUSE GRILLED CHEESE & ROASTED TOMATO BISQUE Aged Cheddar, Gruyere, Mornay Sauce 15
 THE GRILLE PRIME CHEESEBURGER- Double Patties, Lettuce, Tomato, Sloppy Sauce, Frites, Pickle 14
 LAMB BURGER- Roasted Tomato, Arugula, Tzatziki Sauce, Frites 16
 FARMERS MARKET VEGGIE BURGER Hand-Crafted Veggie Patty, Soy Glaze & Asian Garden Salad 14
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 BEER BRAISED PORK Black Forest Ham, Swiss Cheese, Apricot Mustard, Pretzel Bread 16

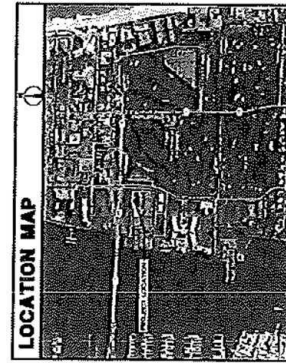
LIL' SOMETHIN' SOMETHIN'

Roasted Garlic Mashed Potatoes 8 Steamed Broccoli 9
 Sweet Potato Frites 9 Roasted Asparagus 10
 See Salt & Parmesan Frites 7 Pan-Braised Wild Mushrooms 10
 Stone Ground Grits 12 Succotash 7
 With Cajun Lobster Sauce 6

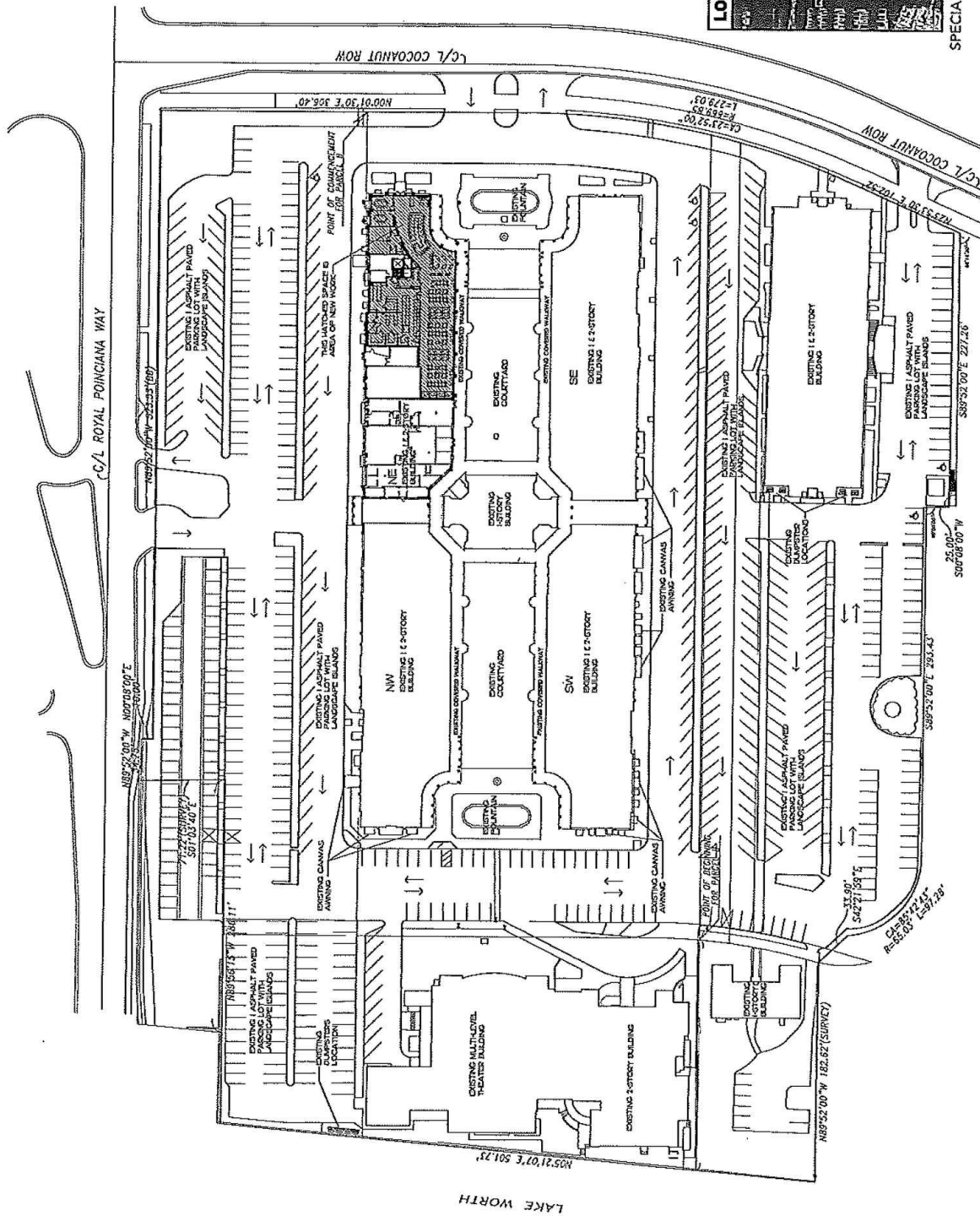


SITE PLAN
PROPOSED TENANT AREA - RJ400 3rd
SCALE: 1" = 40'-0"
30' 40' 60' 80'

SPECIAL EXCEPTION #20-2012 WITH VARIANCE



LOCATION MAP



\$50

No. 2742



DEL FRISCO'S
RESTAURANT GROUP

BE OUR GUEST

Good for food and beverage only.
Gratuity not included. No cash value.

Del Frisco's
DOUBLE EAGLE STEAK HOUSE



SULLIVAN'S

C. Hamrick
Authorized Signature

12-31-12
Date

OFFER EXPIRES ONE YEAR FROM THE ABOVE DATE.

EXHIBIT "G"

MEMORANDUM

TO: Maura Ziska Kochman & Ziska
Brian D. Kosoy Sterling Organization

FROM: Jerry T. Wentzel, P.E. Principal Transportation Engineer
Brian C. Johnson Senior Transportation Engineer

DATE: July 24, 2008

SUBJECT: Royal Poinciana Plaza Redevelopment PIA No. 04119-000
Retail Parking Requirements for C-PC District

This memo is provided in support of the request by the Sterling Organization to modify the C-PC zoning requirements governing the Royal Poinciana Plaza in the Town of Palm Beach. The specific request is to change the off-street parking requirement for retail uses from 1 space per 200 sf GLA (5.0 spaces /1000 sf GLA) to 1 space per 250 sf GLA (4.0 spaces per 1000 sf GLA). This proposed change will bring the parking requirements for the Plaza more in line with current, nationally accepted parking standards. Application of a reduced retail parking requirements will still provide more than sufficient parking for the development, exceeding the national standards as well as historic observations of parking demand at the Royal Poinciana Plaza.

Retail Parking Requirements (National)

Comprehensive data on the parking demands of retail centers throughout the United States has been compiled in a research study conducted jointly by the Urban Land Institute (ULI) and the International Council of Shopping Centers (ICSC). This study was an update of a 1980 study. The results have been published in the ULI report *Parking Requirements for Shopping Centers, Second Edition*. The goal of the study was to recommend parking-demand ratios for shopping centers in the United States, based on observations of parking at existing centers. The data analyzed in the study suggested that for centers less than 400,000 sf GLA the recommended ratio should be as low as 3.7 spaces per 1000 sf GLA, provided additional spaces are available for restaurants and entertainment uses. However, because of limitations in the data base, the recommendation from the 1980 study was retained for this category of centers. Based on this study, the recommended parking ratio for shopping centers less than 400,000 sf GLA is 4.0 spaces per 1000 sf GLA (1/250 sf GLA). This ratio was determined to be sufficient to accommodate all but the 19 highest hours of parking demand during the year. Almost all of the 20 highest hours are anticipated to occur on Saturdays during the peak Christmas season. During 40 percent of the year over half of the spaces would be empty.

Royal Poinciana Plaza Parking Characteristics

Consistent with the C-PC zoning category, the Royal Poinciana Plaza is a mixed use development including office, retail, restaurants and entertainment uses. The Plaza is the only property in the Town of Palm Beach which is under this zoning category designation. The development contains approximately 196,000 sf of floor area of which approximately 37,000 sf is included in the unoccupied Royal Poinciana Playhouse and Supper Club. The current C-

12000 North Dale Mabry Highway
Suite 112
Tampa, FL 33618

(813) 962-5959
(813) 962-5744 fax
www.dksassociates.com

EXHIBIT *C*

DKS Associates

TRANSPORTATION SOLUTIONS

PC zoning code requires a total of 1,196 on-site parking spaces, 346 for the Playhouse/Supper Club and 850 spaces for the remaining 159,000 sf of occupied mixed uses (the Plaza). The latter represents a composite parking ratio of 5.35 spaces/1000 sf GLA. Table 1 summarizes the current code requirements.

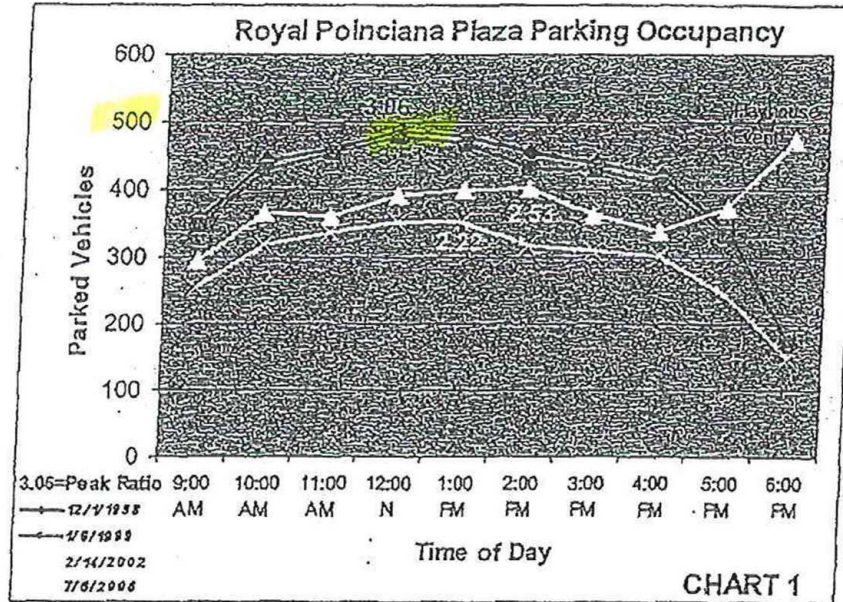
TABLE 1
Parking Code Analysis for Royal Poinciana Plaza

Rev. 7/24/08

Scenario	Site Location	Land-Use	Size	Criteria	Town of Palm Beach Parking Code	Parking Ratio	Total Required Parking Spaces
EXISTING DEVELOPMENT							
West Property (39,774 sf total)		Supper Club* (10,000 sf)	330 seats		1 per 3 seats	0.3333	110
		Supper Club Support*	4,788 sf		1 per 300 sf	0.00333	15
		Hibel Bldg (retail)	2,774 sf		1 per 200 sf	0.005	14
		Playhouse (27,000 sf)*	878 seats		1 per 4 seats	0.25	220
					Subtotal:		360
Plaza (128,374 sf total)		Office	104,373 sf		1 per 250 sf	0.004	418
		Centre Court (retail)	4,397 sf		1 per 200 sf	0.005	22
		Restaurant Seating	7,700 sf		1 per 45 sf	0.0222	171
		Restaurant Support	3,300 sf		1 per 300 sf	0.00333	11
		Retail	1,870 sf		1 per 200 sf	0.005	10
		Bank	4,734 sf		1 per 200 sf	0.005	24
Slathouse (30,000 sf total)		Office	25,352 sf		1 per 250 sf	0.004	102
		Restaurant Seating	3,254 sf		1 per 45 sf	0.0222	73
		Restaurant Support	1,394 sf		1 per 300 sf	0.00333	5
Existing Development Total			196,148 sf	Total Required by Code		1,196	
				Total Provided (As Approved)		778	
*Unoccupied				Compliance		65.05%	

Historically, events at the Playhouse/Supper Club have occurred in the evening and therefore the associated parking demands have not influenced the peak parking demands of the remaining mixed use development. With the Playhouse/Supper Club operations having ceased the parking demands of the Plaza have been examined. Approximately 10% of the 159,000 sf of occupied floor area is currently used by restaurants with the rest involving a mixture of office, financial services and retail uses. This is within the normal proportions specified in the national studies. Limitations to the size (maximum of 2000 sf) of retail shops permitted under the C-PC zoning category tends to discourage major retail users and as a result the center is predominantly oriented to offices and services. Less than six percent of the floor area is devoted to purely retail establishments. As a result of this mixture of uses, peak parking demands at the Plaza are more reflective of the lower ratios generated by office and services. Seasonal fluctuations are less than typical retail centers and the peak weekend demands, normally observed at a retail center are virtually absent. Parking demands for the retail components themselves are lower on weekdays than on Saturdays. Data compiled by ULI and ITE for retail centers indicated peak weekday demands are 90 percent of peak Saturday demands (3.6 spaces/1000 sf GLA as compared to the 4.0 ratio for Saturdays). Therefore, based on the national standards and current development characteristics, the overall existing peak demand for parking at the Plaza is anticipated to be well below 4.0 spaces/1000 sf GLA.

DKS has performed parking occupancy surveys at Royal Poinciana Plaza on four separate occasions. Three of these took place in the peak season while the fourth occurred in the non-peak season. Only once was activity at the Playhouse a factor. The chart below provides a summary of these observed parking demands. A peak parking ratio of 3.06 spaces /1000 sf GLA has been observed in these surveys. These surveys confirm the adequacy of a 4.0 parking ratio for the entire 159,000 sf GLA of Plaza development.



Based on the ULI/ICSC data and observations at the Plaza, the requirement of 1 space /250 sf GLA (4.0 spaces/1000 sf GLA) for retail uses in the development is recommended. Since this factor only applies to the retail component of this unique mixed use development, it has minimal overall effect on the parking conditions (reducing the code requirements of the Plaza component by less than 1%). The adoption of this ratio will provide more than sufficient parking for the mixed use development even as the proportion of purely retail users increases. It will reduce the burden of unused parking spaces, allow flexibility in space utilization and avoid unnecessary requests for zoning variances in the future. This will encourage more retail development without jeopardizing the availability of convenient patron parking. Additional spaces for future restaurant and entertainment uses should consider the time offset of peak parking for these uses compared to the others uses.

EXHIBIT "H"

Subj: **Messge for Mr. Mednansky**
Date: 8/8/2012 12:01:10 P.M. Eastern Daylight Time
From: JEGROSSKOPF@aol.com
To: chamilton@dfq.com

Dear Mr. Mednansky,

The 277 unit owners of the Palm Beach Towers Condominium Association just received your "Dear Neighbor" letter of August 2nd. Due to our geographic proximity as an adjacent property owner to the Royal Poinciana Plaza, we also received legal notification of your Variance/Special Exception application for Del Frisco's Grille scheduled to be heard by the Palm Beach Town Council as well as your Certificate of Appropriateness Application which is scheduled to be heard by the Landmarks Preservation Commission.

In reviewing your plans and your announcement of the 3.5 million dollar planned expenditure, we wonder whether you ever even considered an equal sized space within the Plaza, the former Poinciana Club. This site is a beautiful waterfront property and was, for many years, the successful home of the vibrant Supper Club

This particular space would not only meet your size requirements, but it was originally grandfathered-in as a zoned restaurant and has more than adequate parking. It also appears to be readily available, as shown on Sterling's website (copy of RPP layout enclosed), the lessee and official representatives of the property owner.

Sincerely,
John E. Grosskopf
General Manager

EXHIBIT "I"

Sterling Organization

Royal Poinciana Plaza

Palm Beach, FL

Quality Real Estate

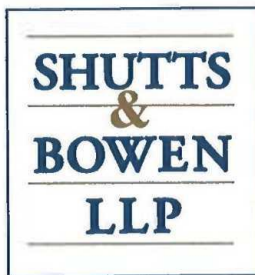
Royal Poinciana Plaza is situated in one of the most affluent towns in the country, the island of Palm Beach. It is located at one of the three main entrances to the island and is the only single retail shopping plaza in the Town of Palm Beach. Encompassing over 12 acres, the property has excellent visibility and access, and has approximately 500 feet of intracoastal frontage.

Palm Beach Community

The Town of Palm Beach has excellent demographics. There are over 10,000 permanent residents, with the seasonal population jumping to 30,000 residents with an average annual household income of approximately \$190,000.



©2012 Sterling Organization



Founded 1910

HARVEY E. OYER, III
PARTNER
(561) 650-8517 Direct Telephone
(561) 822-5522 Direct Facsimile

E-MAIL ADDRESS:
hoyer@shutts.com

August 9, 2012

Mayor & Town Council
Town of Palm Beach
Town Hall 360 S. County Road
Palm Beach, FL 33480

Re: Del Frisco's Grille Zoning Application

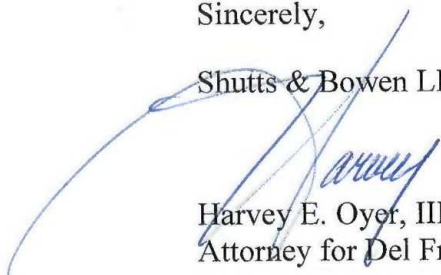
Dear Mayor and Town Council:

Enclosed herewith, please find endorsement letters from the majority of the tenants of Royal Poinciana Plaza supporting the Del Frisco's Grille Zoning Application to be heard by the Town Council on August 15, 2012. The endorsement letters include Corcoran Real Estate and Island Hospitality Management, the two adjoining tenants who will be most affected by the Del Frisco's Grille tenancy.

I look forward to seeing you on Wednesday, August 15, 2012.

Sincerely,

Shutts & Bowen LLP



Harvey E. Oyer, III,
Attorney for Del Frisco's Grille

HEO/js

Enclosures

cc: Peter Elwell, Town Manager
John Page, Director of Planning, Zoning and Building
Paul Castro, Zoning Administrator

WPBDOCS 8153384 1

1100 CityPlace Tower, 525 Okeechobee Boulevard, West Palm Beach, Florida 33401 • ph 561.835.8500 • fx 561.650.8530 • www.shutts.com

From: csf117@aol.com
To: mayor@townofpalmbeach.com, council@townofpalmbeach.com
Date: 08/09/2012 02:59 PM
Subject: Del Frisco Objection

Honorable Mayor Coniglio and Esteemed Palm Beach Town Council Members;

I strongly oppose the opening of Del Frisco's Grill in the Royal Poinciana Plaza. As a Palm beach resident since 1976 I have seen many changes. I am open to changes but also love that we preserve our quaint and charming town that we all love. Our town is known for its' fine cuisine and its unique character. I feel a place like Del Frisco's belongs elsewhere and not in our beautiful Palm Beach.

Our town has not even been able to help our existing restaurants that have been struggling to the point of closing and bankruptcy.

I appreciate your consideration to my objection. I feel confident if more residents were aware of this they would have my same opinion.

Sincerely,

Catherine Fanjul

From: Tammy Grimason <tlgrimason@gmail.com>
To: mayor@townofpalmbeach.com, council@townofpalmbeach.com
Date: 08/09/2012 03:29 PM
Subject: Del Frisco

Mayor Coniglio and Palm Beach Town Council Members,

Restaurants in town are having a tough time as it is making it through the summer and tough economy. Adding in another restaurant like Del Frisco will not benefit but hurt the already struggling restaurants.

I am a current resident, employee for four years, and enjoy the local spots in town. I would like to express again that we do not need to build out another restaurant like Del Frisco. I am not against adding in another restaurant but it should be placed in an existing vacant spot that is located across town or into another restaurant where the struggling owners are willing to give up their location.

During the summer, just like ever other summer living and being employed in the Town of Palm Beach, the sales drop roughly around 50% making it difficult for its residents, business owners, and employees to survive. I love working, living, and enjoying the restaurants that are currently here in town. I do not want to see them struggle or fail as other restaurants have in the past. I strongly believe that we do not need to build out another restaurant like Del Frisco in town.

Thank you,

Tammy Grimason
Palm Beach Resident and Restaurant Manager

TOWN OF PALM BEACH

Town Council Meeting on: August 15, 2012

Section of Agenda

Development Review - Other

Agenda Title

Buccan Restaurant: Town-Serving Confirmation, Special Exception No. 21-2011, 350 South County Road

Presenter

John Page, Director of Planning, Zoning, and Building

Supporting Documents

- Memorandum dated July 30, 2012 from John Page
- Letter dated August 23, 2011 from Paul Castro
- Letter dated August 3, 2012 from Sam Oglesby

TOWN OF PALM BEACH

Information for Town Council Meetings on: August 15, 2012

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Director, Planning, Zoning & Building Department

Re: Buccan Restaurant: Town-Serving Confirmation, Special Exception #21-2011
350 South County Road

Date: July 30, 2012

STAFF RECOMMENDATION

Staff recommends that the Town Council consider and make a determination regarding sufficiency of the Buccan Restaurant Town-serving documentation.

GENERAL INFORMATION

On August 10, 2011, the Town Council conditionally approved the subject zoning application. One of the conditions of approval is that “six months after the new portion of the restaurant opens [this occurred in February, 2012], the applicant shall come back to the Town Council and demonstrate that the new portion of the restaurant is Town-serving in nature” (see attached letter from Paul Castro, dated August 23, 2011).

The applicant has provided the Town with the attached Town-serving information. Staff recommends that the Council consider the information and determine whether the restaurant is Town-serving. If you have any questions about this issue please contact Paul Castro, Zoning Administrator at 227-6406.

Attachment

cc: Thomas Bradford, Deputy Town Manager
Veronica B. Close, Asst. Director, Planning, Zoning & Building
Susan A. Owens, Town Clerk
Jeff Taylor, Building Official
Kirk Blouin, Captain, Director of Public Safety
Maura Ziska

zf & pf



TOWN OF PALM BEACH

Planning, Zoning & Building Department

August 23, 2011

Ms. Maura Ziska, Esq.
222 Lakeview Avenue
Suite 1500
West Palm Beach, FL 33401

Subject: Special Exception No. 21-2011, 350 South County Road, Buccan Restaurant

Dear Ms. Ziska:

The Town Council, at its August 10, 2011 meeting, conditionally approved your client's special exception application to expand a 4,980 square foot/154 seat restaurant to a 6,333 square foot/177 seat restaurant. The portion of the request to have an additional valet stand in the current loading zone on Australian Avenue was withdrawn by your client. The conditions of approval are as follows:

1. The applicant shall park all of its employees in the Apollo parking lot on the northeast or southeast corner of Peruvian Avenue and Hibiscus Avenue.
2. In order to ensure compliance with Condition 1, the applicant shall provide the Police Department's parking division with a list of all employees of the Restaurant. If a change to the employee list occurs, the applicant is required to provide an updated employee list within one week of that change.
3. Six months after the new portion of the restaurant opens, the applicant shall come back to the Town Council and demonstrate that the new portion of the restaurant is Town-serving in nature.

The conditional approval is identified on sheet drawings SP-1 and A-1.0, stamp dated June 27, 2011, prepared by Glidden Spina & Partners, Inc., and made a part of the application conditional approval.

The Town Council conditional approval of this application for special exception constitutes only zoning approval and does not relieve the owner and/or applicant from obtaining additional Town approvals as may be required, such as Landmark Preservation Commission approval and necessary construction permits. The work authorized under this approval must be commenced

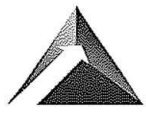
within one year from the date of approval or said approval will expire.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Castro", with a stylized, cursive script.

Paul Castro, AICP
Zoning Administrator

cc: John S. Page, Director, Planning, Zoning & Building
Raychel Houston, Code Enforcement
Jeff Taylor, Building Official
John Lindgren, Planning Administrator
zf & pf



August 3, 2012

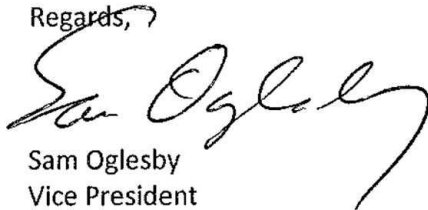
John Page
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Dear Mr. Page

We recently were presented a sample of Imoto sales data and guest survey results from Ember Group, LLC for the date range of March 3, 2012 through May 31, 2012. As their accounting service provider, we can attest that our sales figures support the data provided.

Also, based on the research gathered by Ember Group, LLC via guest check surveys, we agree that among the 952 participating Imoto guests 60.53% were residents of the island of Palm Beach thus meeting the 50% town service requirement.

Regards,



Sam Oglesby
Vice President

TOWN OF PALM BEACH

Town Council Meeting on: August 15, 2012

Section of Agenda

Development Review - Other

Agenda Title

Ferretti Group: Declaration of Use Clarification

Presenter

John Page, Director of Planning, Zoning, and Building

Supporting Documents

- Memorandum dated July 30, 2012 from John Page
- Letter dated July 26, 2012 from James Henderson

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 15, 2012

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Planning, Zoning & Building Director

Re: Ferretti Group: Clarification of Conditions in Declaration of Use Agreement

Date: July 30, 2012

STAFF RECOMMENDATION

Staff recommends that the Town Council review draft language (prepared by the applicant) to be included in the Declaration of Use Agreement regarding the sale of previously-owned and/or “trade-in” yachts, and to determine if additional clarity is necessary.

GENERAL INFORMATION

The Ferretti Group was awarded a Special Exception by the Town Council on July 11, 2012. A newly remodeled showroom is to be opened at 125 Worth Avenue (Suites 107 & 110). A yacht will be displayed in the showroom, and it was represented that the business is retail (new yacht sales) in nature as opposed to a brokerage whereby an agent works as an intermediary on behalf of a third party buyer or seller to represent them.

Several persons spoke in opposition to the requested special exception. They argued that the proposed business should be required to seek variance approval as have other yacht brokers on Worth Avenue. Assurances were provided by the owner that the business will focus on the sale of new yachts produced by the Ferretti Group. The nature of the business is therefore retail, not brokerage. As part of its approval, the Town Council determined that a Declaration of Use Agreement be required, in part to specifically define the retail parameters of the business. In order to be certain that continued operations comply with the Council’s intent of prohibiting brokering of yachts, it was determined that the Agreement would contain a “3-strikes and out” clause (with fines) allowing the Town to rescind the approved use if violations are found.

New questions began to surface as the owner’s attorney worked with staff to enumerate conditions of approval. The single issue to be resolved involves the retailer’s ability to sell previously-owned and/or “trade-in” yachts. It was the Council’s intent for the business to focus on new sales of Ferretti products, not to act as a broker. There were questions and conversation about “trade-ins” and it was generally agreed that the new retailer would refer inquiries about purchases, other than first-time new sales, to a brokerage office at another location.

The attached letter from the Ferretti Group (July 26, 2012) offers additional explanation from the applicant regarding their intent. They do hope to be able to accept a trade-in boat in part exchange toward a new boat in addition to a cash payment. They do represent that title would pass to Ferretti, thereby avoiding the “sale for others” brokerage concern.

Ferretti has included the following language in the tentative Declaration of Use Agreement:

- “The approval to operate as a merchant retailer of high end luxury boats and motor yachts is conditioned upon the Tenant specifically marketing and selling new boats that are manufactured by Ferretti Group, accepting trades as part of new boat sales transactions, and selling such trades or boats to which Ferretti Group has title, as is standard and common in retail business practice.”
- “The tenant is not entitled to operate yacht brokerage activities from the Premises, defined as acting as an intermediary or agent to owners or clients to advise them on the purchase or sale of yachts not manufactured by Ferretti Group and/or to which Ferretti Group does not have title. Should the tenant receive inquiries for yacht brokerage at the Premises, the Tenant is fully entitled to refer said inquiries to an alternative location that is owned or operated by the Ferretti Group that is permitted to conduct yacht brokerage activities.”

It is the recommendation of Staff that the issue be revisited by the Council in order to clarify the “do’s and do not’s” of used and trade-in sales. The Declaration of Use Agreement must reflect that clarity. The strict “3 strikes and out” nature of the Agreement makes it imperative that all conditions be clearly stated and interpreted before operations commence.

The Council should determine if the two quoted sections above sufficiently define limitations for new sales, used sales and trade-in sales, or whether revised verbiage is needed.

1. The first quote allows trades and sales provided title is transferred to Ferretti, however, the submitted language does not limit such used sales to boats manufactured by Ferretti, nor does it address trades accepted from other Ferretti locations.
2. The second sentence in the second quote reads that the Tenant is “fully entitled” to refer brokerage inquiries to an alternative location, yet lacks mandatory (SHALL) verbiage obligating the tenant to do so.

Attachment

cc: John C. Randolph, Town Attorney
James Henderson, Ferretti Group



26th July 2012

Mr. Paul Castro, AICP, Zoning Administrator
Town of Palm Beach
360 South Country Road
Palm Beach, FL 33480

cc: Ms Maura Ziska Esq, Kochman & Ziska LLC

Dear Mr. Castro,

Ref: Special Exception #11-2012 (Ferretti Group) – 125 Worth Avenue

I appreciate you are extremely busy and thought that if I provide you with a written explanation it might help us reach agreement on the 'Declaration of Use'.

Referencing your email of Friday 20th July to Ms. Ziska, The Ferretti Group application was specifically for 'Retail' and we have never made any representation that we want to 'sell other peoples boats' at the location as that would be 'Brokerage'. We are only interested to retail boats that Ferretti Group has produced, owns and that we have legal title to, which could include 'trades'.

Our principal business and objective for the location on Worth Avenue is to sell new boats produced by the Ferretti Group. As part of our new boat sales process we will occasionally accept a trade-in boat in part exchange toward a new boat in addition to a cash payment. In such instances the ownership and title of the trade is passed to Ferretti Group, it is no longer owned by a customer, and we then resell the boat that was traded-in. This issue was extensively discussed at the Town Council Meeting on 11th July and the council concurred that this was standard retail practice, no different to the example of watch or jewelry retailers on Worth Avenue who may accept and resell items they have taken in trade as part of their standard retail activities.

I had the opportunity to talk to Mr. Wildrick yesterday at the ARCOM meeting. He explained to me that this was also his position when he made the motion to approve the Ferretti Group Special Exception as a Retailer at the Worth Avenue location. His intent was that Ferretti Group should be at liberty to operate under the same parameters as any other retailer on Worth Avenue and in this regard we should also be entitled to accept and resell trade in boats at the location as this is standard retail business practice.



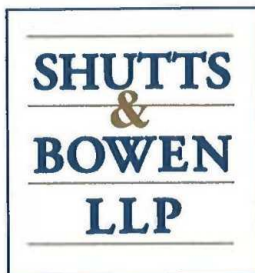
We have very clearly stated that we will not operate any Yacht Brokerage activities at Worth Avenue and this was the concern of the neighboring company. Yacht Brokerage, as defined by the Florida Statutes, is acting as an intermediary on behalf of a third party, buyer or seller, to represent them in the sale or purchase of a yacht. A Yacht Broker is not a retailer as they do not own any inventory or have ownership or title to any product. They act on behalf of a client, similar to that of Realtor, in that they are simply an 'Agent'. We have given you a clear undertaking that we will neither operate nor represent ourselves in this regard, as a Yacht Broker, at the Worth Avenue location. Therefore should we receive an enquiry from a member of the public that wants to purchase a boat that we do not sell, or who is looking for a Broker (Agent) to sell their boat on their behalf and is not interested in buying a Ferretti Group product, it was clearly agreed by the Council that we would refer that person to Allied Marine at a separate location that operates Yacht Brokerage activities.

Mr. Castro, I want to emphasize that our primary objective here is to sell new Ferretti Group boats in Palm Beach. The ability to accept trade-in boats in part exchange for new boats and resell them is a secondary, but nevertheless important, part of our business and we would like to have the flexibility to do this at Worth Avenue. This is very standard retail practice and as a manufacturer and retailer the Ferretti Group will own and hold full title to all the products we intend to sell at Worth Avenue, this fully reflects our application and I believe it also reflects the intent of the Town Council when the approval was granted.

I hope this provides some clarification and that we can move forward to finalize the Declaration of Use agreement. Should you have any questions I am very willing to meet you in Palm Beach to clarify the above and discuss it in more detail.

Yours sincerely,

James Henderson
Chief Marketing Officer
Ferretti Group America



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HARVEY E. OYER, III
PARTNER
(561) 650-8517 Direct Telephone
(561) 822-5522 Direct Facsimile

E-MAIL ADDRESS:
hoyer@shutts.com

August 9, 2012

Mayor & Town Council
Town of Palm Beach
Town Hall 360 S. County Road
Palm Beach, FL 33480

Re: Del Frisco's Grille Zoning Application

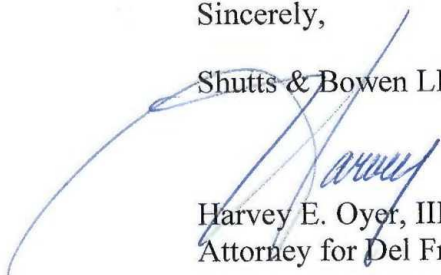
Dear Mayor and Town Council:

Enclosed herewith, please find endorsement letters from the majority of the tenants of Royal Poinciana Plaza supporting the Del Frisco's Grille Zoning Application to be heard by the Town Council on August 15, 2012. The endorsement letters include Corcoran Real Estate and Island Hospitality Management, the two adjoining tenants who will be most affected by the Del Frisco's Grille tenancy.

I look forward to seeing you on Wednesday, August 15, 2012.

Sincerely,

Shutts & Bowen LLP



Harvey E. Oyer, III,
Attorney for Del Frisco's Grille

HEO/js

Enclosures

cc: Peter Elwell, Town Manager
John Page, Director of Planning, Zoning and Building
Paul Castro, Zoning Administrator

WPBDOCS 8153384 1

1100 CityPlace Tower, 525 Okeechobee Boulevard, West Palm Beach, Florida 33401 • ph 561.835.8500 • fx 561.650.8530 • www.shutts.com

MIAMI FORT LAUDERDALE WEST PALM BEACH ORLANDO TAMPA TALLAHASSEE AMSTERDAM

corcoran
corcoran group real estate

340 Royal Poinciana Plaza, Suite 302
Palm Beach FL 33480
p: 561.655.9081
f: 561.655.8854
corcoran.com

August 8, 2012

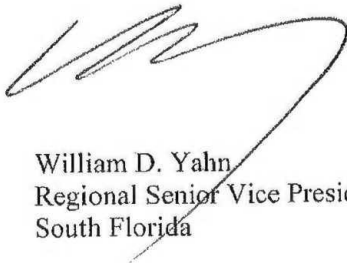
Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, FL 33480

Dear Mayor and Town Council,

I am in favor of the Del Frisco's zoning application to open a restaurant in the Royal Poinciana Plaza. Their restaurant will be of the highest caliber and will bring renewed economic vitality to the Plaza at a time when many businesses are struggling, closing and leaving town. As the Manager of a business in the Plaza, I welcome and desire their presence in the Plaza.

I urge your approval of the Del Frisco's application.

Sincerely,



William D. Yahn
Regional Senior Vice President
South Florida



Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

Dear Mayor and Town Council,

I am in favor of the Del Frisco's zoning application to open a restaurant in the Royal Poinciana Plaza. Their restaurant will be of the very highest caliber and will bring renewed economic vitality to the Plaza at a time when many businesses are closing and leaving town. As a business owner in the Plaza, I welcome and desire their presence in the Plaza.

I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,


Jeffrey Fisher

Name:

Island Hospitality

Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

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I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,

Deborah M. Hughes
Name:

DM Fine Jewelry
Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

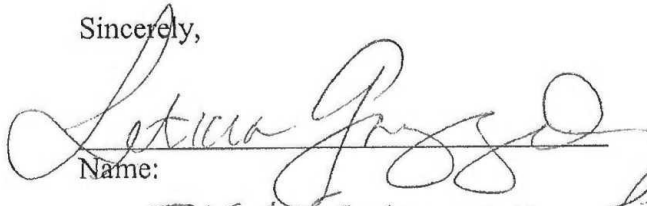
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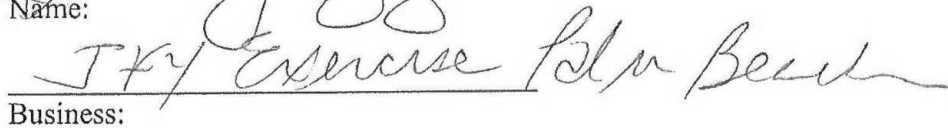
I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,


Name:

Business:



Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

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I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,

Ashley J. Bonner
Name:

Just For You Exercise.
Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

Dear Mayor and Town Council:

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I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,

Kevin M. Leonard 
Name:

Mirsky Valore Real Estate
Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

Dear Mayor and Town Council:

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I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,


Name: Ava Van de Water

Bronx Theria Stevens of Palm Beach
Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

Dear Mayor and Town Council:

I am in favor of the Del Frisco's zoning application to open a restaurant in the Royal Poinciana Plaza. Their restaurant will be of the highest caliber and will bring renewed economic vitality to the Plaza at a time when many businesses are struggling, closing and leaving town. As a business owner in the Plaza, I welcome and desire their presence in the Plaza.

I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,

Dawn Assenzio

Name:

Breakers Row

Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

Dear Mayor and Town Council:

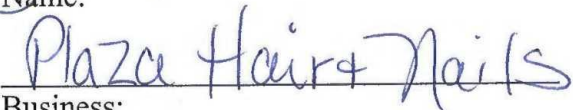
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I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,


Name:


Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

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I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,

Earl J. Campa, Jr. MD

Name:

EARL J. CAMPAZZI, Jr., M.D.

Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

Dear Mayor and Town Council:

I am in favor of the Del Frisco's zoning application to open a restaurant in the Royal Poinciana Plaza. Their restaurant will be of the highest caliber and will bring renewed economic vitality to the Plaza at a time when many businesses are struggling, closing and leaving town. As a business owner in the Plaza, I welcome and desire their presence in the Plaza.

I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,


Name:


Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

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Thank you for your consideration.

Sincerely,

Angelo Saura
Name:

Angelo's of Palm Beach, Inc.
Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

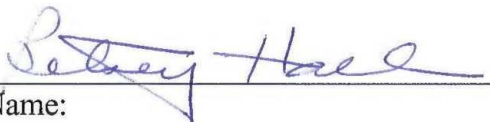
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Palm Beach, Florida 33480

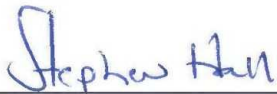
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Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

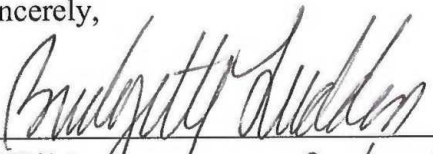
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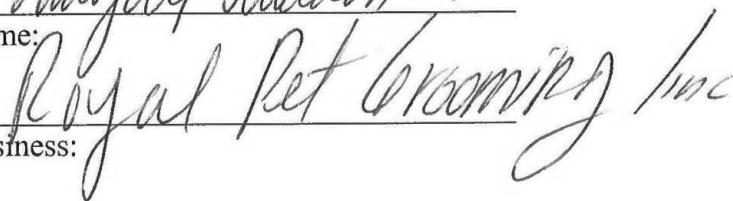
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Thank you for your consideration.

Sincerely,



Name:



Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

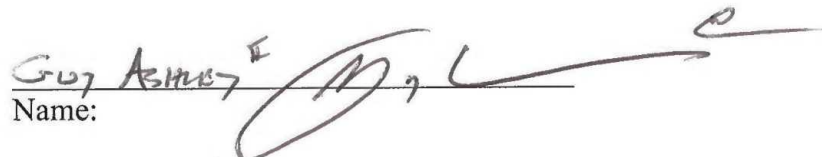
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Business:

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Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

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I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,

Tracy Smith
Name:

House of Lavande
Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

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Sincerely,



Name:



Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

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I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,

Lillian Krutz

Name:

Hair and nails Boutique inc.

Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

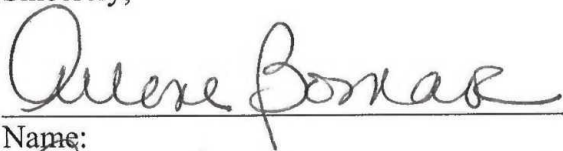
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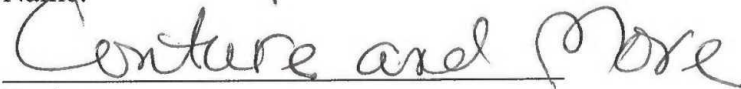
I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,



Name:



Business:

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Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

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Thank you for your consideration.

Sincerely,

Myel Kone
Name:

Douglas - Elman
Business:

Mayor and Town Council
Town of Palm Beach
Town Hall
360 South County Road
Palm Beach, Florida 33480

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I urge your approval of the Del Frisco's application.

Thank you for your consideration.

Sincerely,

Domen Molony
Name:

Douglas Elliman
Business:

JOHN L. VOLK FOUNDATION

207 Phipps Plaza, Palm Beach, Florida 33480

August 9, 2012

Dear Mayor and Town Council Members,

Although the Sterling Organization continues to advertise the Poinciana Club as available for rent, they submitted an application for an 8,400 square foot, 260 seat restaurant in the northeast corner of the Plaza which includes the former office space of Sun Bank and Innkeepers. The application is being lobbied as benign but variances and special exceptions are needed.

In addition to potential issues of traffic and congestion and the effect the restaurant may have on existing Town-serving restaurants, our Foundation is concerned that another serious consequence of approval could be a breach of the 1979 Agreement between the Town and the owner/lessees of the Royal Poinciana Plaza.

The vacant Poinciana Club has the necessary parking needed to comply with the Town's zoning code.

The Del Frisco's Grille application does not.

It's asking for a variance of 72 spaces even though the application does not satisfy the "hardship" requirement.

This variance request represents a potential threat to the 1979 Agreement because the Plaza is already a non-conforming property.

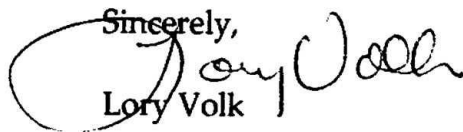
When Plaza owner Sidney Spiegel got approval to expand the intensity of use in the Slat House, he did so with the promise that there would be no additional increase of non-conformity.

Sterling has also submitted a Certificate of Appropriateness to the Landmarks Preservation Commission to remove the windows and wall in the curved southeast corner of the Sun Bank space and replace them with a window-wall which could open into the courtyard in addition to other facade changes.

Apart from the question as to whether the requests meet Landmark Ordinance guidelines, a consequence of the requests is that the design function could also pave the way for a new use for the space: future outdoor seating. During a recent discussion with the Attorney for the Del Frisco's Grille Application, Special Exception #20-2012 with Variance, he indicated that if the window-wall was approved, it was highly likely that the Applicant would then be coming for a change to the C-PC zoning language that would allow for outside dining, a use not presently allowable for that location under present code. Of concern is whether such approval will have placed the Council and the Landmarks Preservation Commission in the position of having triggered "further development possibilities" that would threaten the sanctity of the 1979 Agreement.

As you know, the Town has already paid more than \$250,000 to defend the 1979 Agreement in a lawsuit that was initiated by Plaza owners/developers. The Agreement was upheld in court.

The Foundation hopes the Council is not going to place this Agreement in jeopardy.

Sincerely,

Lory Volk

Attachment: Palm Beach Post- 8/8/2012 – pg B6

Del Frisco's Grille has eye on Palm Beach

Upscale casual dining spot seeks town council approval on Aug. 15.

By Alexandra Clough
Palm Beach Post Staff Writer

PALM BEACH — Del Frisco's Grille, a Dallas-based restaurant company, is hoping to open a location on Palm Beach, in the Royal Poinciana Plaza.

The upscale but casual restaurant is attracted to the area by the strong demographics, and the fact that Palm Beachers eat out frequently, said Del Frisco's lawyer, Harvey Oyer of West Palm Beach.

The restaurant is planned as a Del Frisco's Grille and won't

be as formal as its sister company, Del Frisco's Double Eagle Steak House. Del Frisco's Grille has locations in New York, Dallas, Phoenix, Washington, D.C. and soon, Atlanta. The company touts itself on its website as a modern American bar and grill.

Oyer described the company as "upscale casual dining" that will appeal to customers who have been crowding the Palm Beach Grille (a restaurant by Houston's) since it first opened in 2001.

"The market is saying there's still a strong demand for high-quality food with a casual dining concept," Oyer said.

Del Frisco's is set to seek approval from the Palm Beach Town Council on Aug. 15. If ap-

proved, the restaurant is expected to open in 2013.

Richard Lackey, a Palm Beach Gardens restaurant broker, said it is likely that the Palm Beach Del Frisco's Grille menu will be tailored to the local market and should complement, and not directly compete with, Palm Beach Grill. That's because the Palm Beach Grill menu is more classic and traditional, he said, whereas Del Frisco is likely to be slightly more eclectic, giving islanders another dining option.

The restaurant is seeking to locate in about 8,000 square feet on the northeast corner of the Royal Poinciana Plaza, at Royal Poinciana Way and Coconut Row. Oyer said little exterior facade work will be involved, just

some changing of doors and windows. The interior of the restaurant will feature private dining rooms and a wine cellar.

Laurel Baker, executive director of the Palm Beach Chamber of Commerce, recently wrote a letter to the mayor and town council on behalf of the chamber's board of directors. In the July 27 letter, she expressed the chamber's support for the restaurant. She said the eatery will return the plaza to a "vibrant mix of commercial activities," including a courtyard area planned by the restaurant.

"If the town is to see a renaissance," Baker wrote, "bold, decisive action must be taken."

aclough@pbpost.com

Submitted at Mtg

8/15/12

RECEIVED
AUG 13 2012
TOWN OF PALM BEACH
PZB DEPT

The Palm House

1

TOWN COUNCIL
AUGUST 15, 2012

Palm House Site Plan Changes

2

1. Elimination of 2 pool structures and relocation of a pool structure
2. Relocation of pool restrooms to inside of function room
3. Elimination of mansard roof on the east elevation and keep existing mansard roof on the east guest wing elevation in lieu of the parapet that was previously shown on the plans and approved.
4. Relocation of pool equipment and storage to under pool service building
5. Approval of landscaping, cabanas, and pool terrace area
6. Addition of plunge pools to the pool area terrace for the entire site
7. Addition of interior floor above lobby to total 1,486 square feet of which 500 square feet is dining area.
8. Addition of parapet to connect east and west stair towers
9. Addition of elevator to be shown on roof plan of function room where previously not shown.
10. Replace solid parapet on function room with balustrade railing
11. Increase height of doors by 3 feet on main lobby overlooking pool deck
12. Add a breezeway from main lobby to function room - Eliminated

Palm House Site Plan Changes Continued

3

13. Add a 12 foot tall hedge with a 42 inch rail on south side of proposed swimming pool to run length of pool deck area
14. Add pergola on south elevation and extend balconies on north, south and east elevations.
15. Addition of service corridors and expansion of laundry room which totals approximately 5,493
16. Exterior balconies extended 3'-6" beyond face of building on North, West courtyard and south courtyard elevations
17. Shift location of approved Function Room 25 feet to the east and add back the 4 parking spaces that are lost due to the shift to the basement by decreasing the size of the spa facility from 7,325 square feet to 5,948 square feet.
18. CO Shell for Spa, Second Floor Dining, and Function Room

Palm House Variance Request

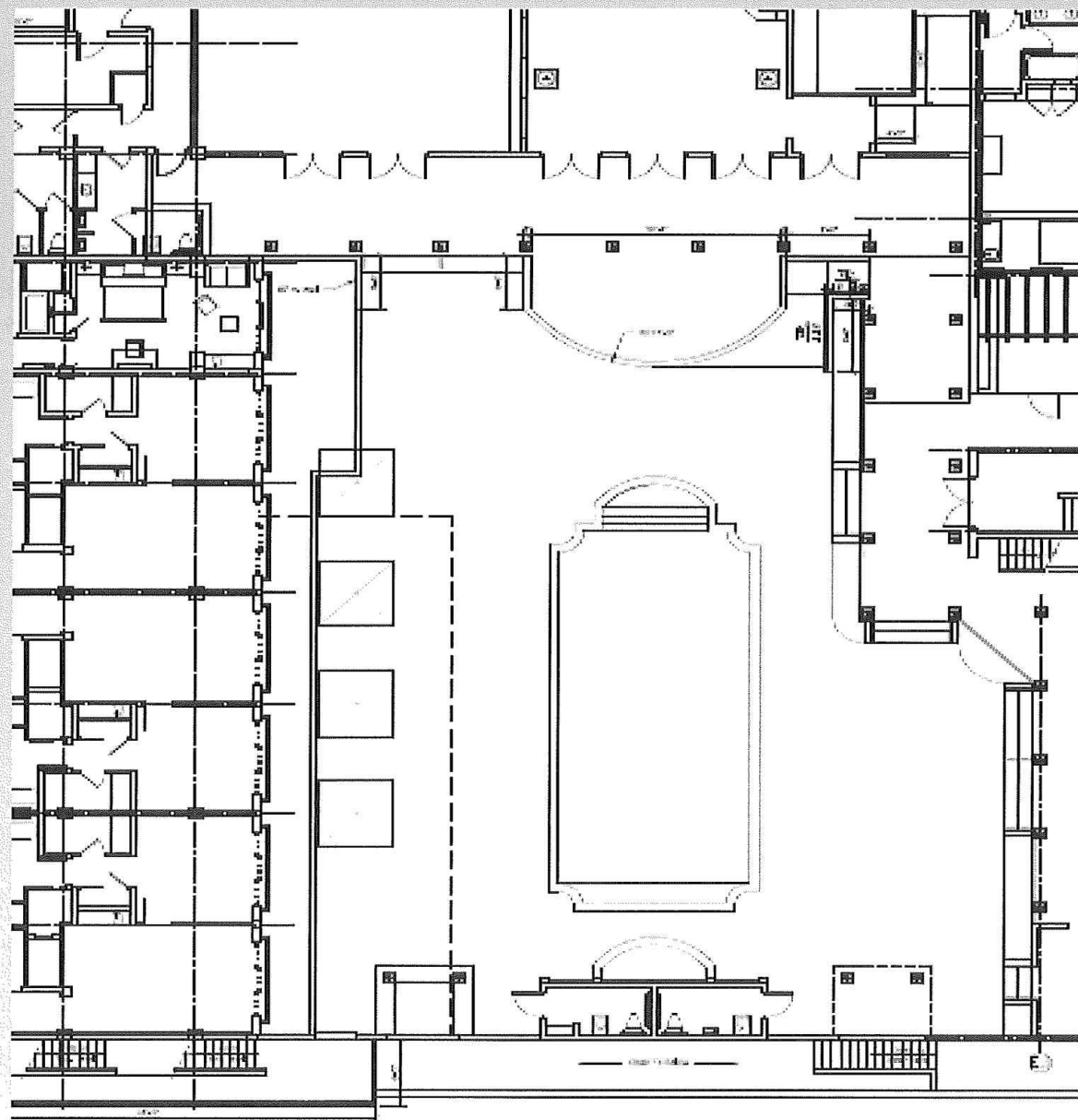
4

1. A variance for the height and overall height of the new parapet roofing design and material to be 35.27 feet from zero datum (no change from existing) in lieu of the 30 foot maximum overall building height allowed by Code in the C-B Zoning District.
2. A variance for 4 parking spaces due to the additional floor 986 square feet created above the lobby for additional dining and kitchen facilities (no increase in number of seats) and a variance for 3 parking spaces due to the addition of a kitchen prep area which totals 831 square feet in the basement for a total of 7 parking spaces that would be required.
3. A variance to increase the height of the parapet wall above the parking deck to be 14 feet in lieu of the 5 foot maximum allowed and the 3.5 feet existing. Eliminated

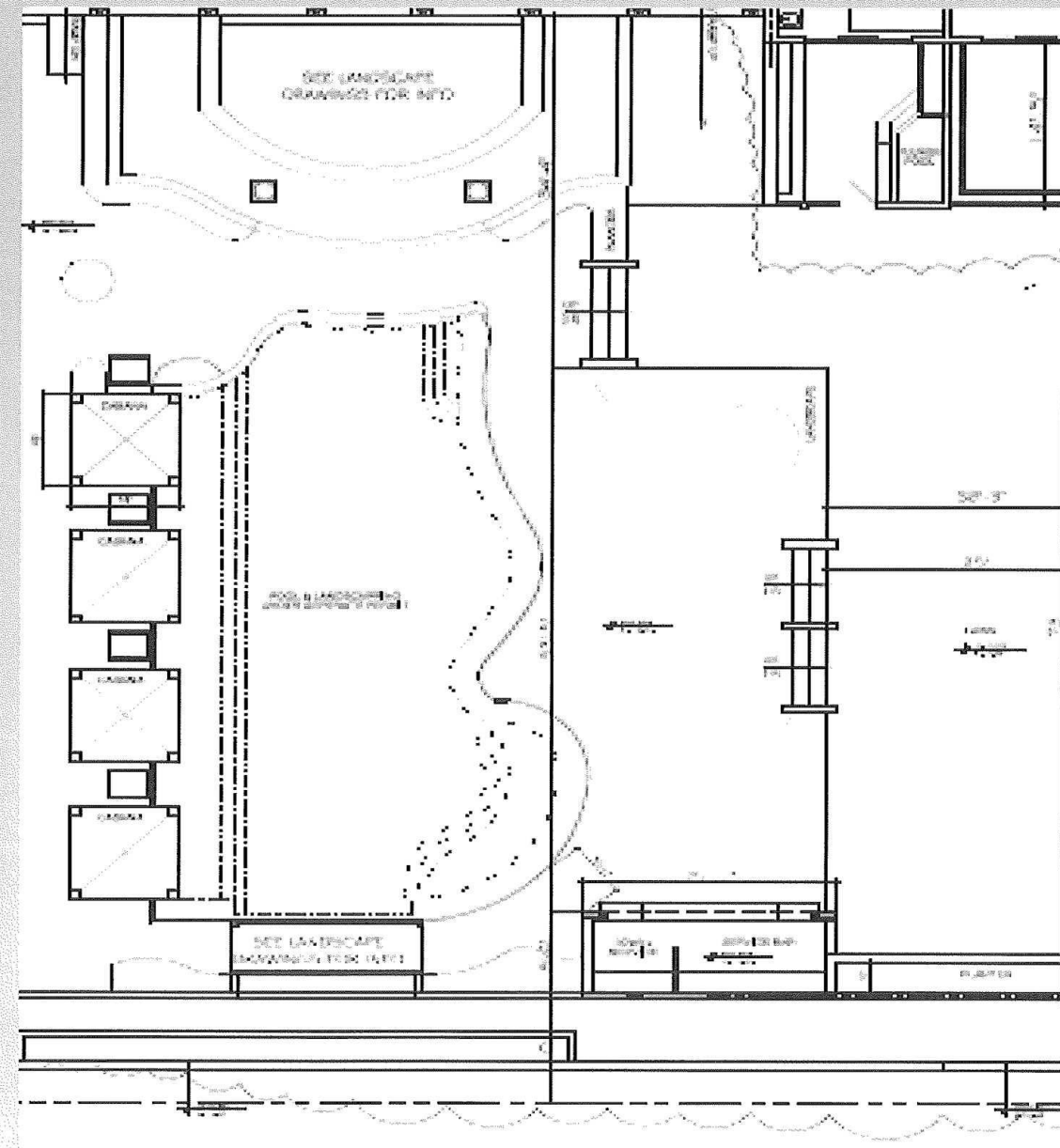
Palm House Site Plan Change # 1
Elimination of two pool structures and relocation of a pool structure
Reference Drawing A-2.1 1/2

5

Approved in 2007



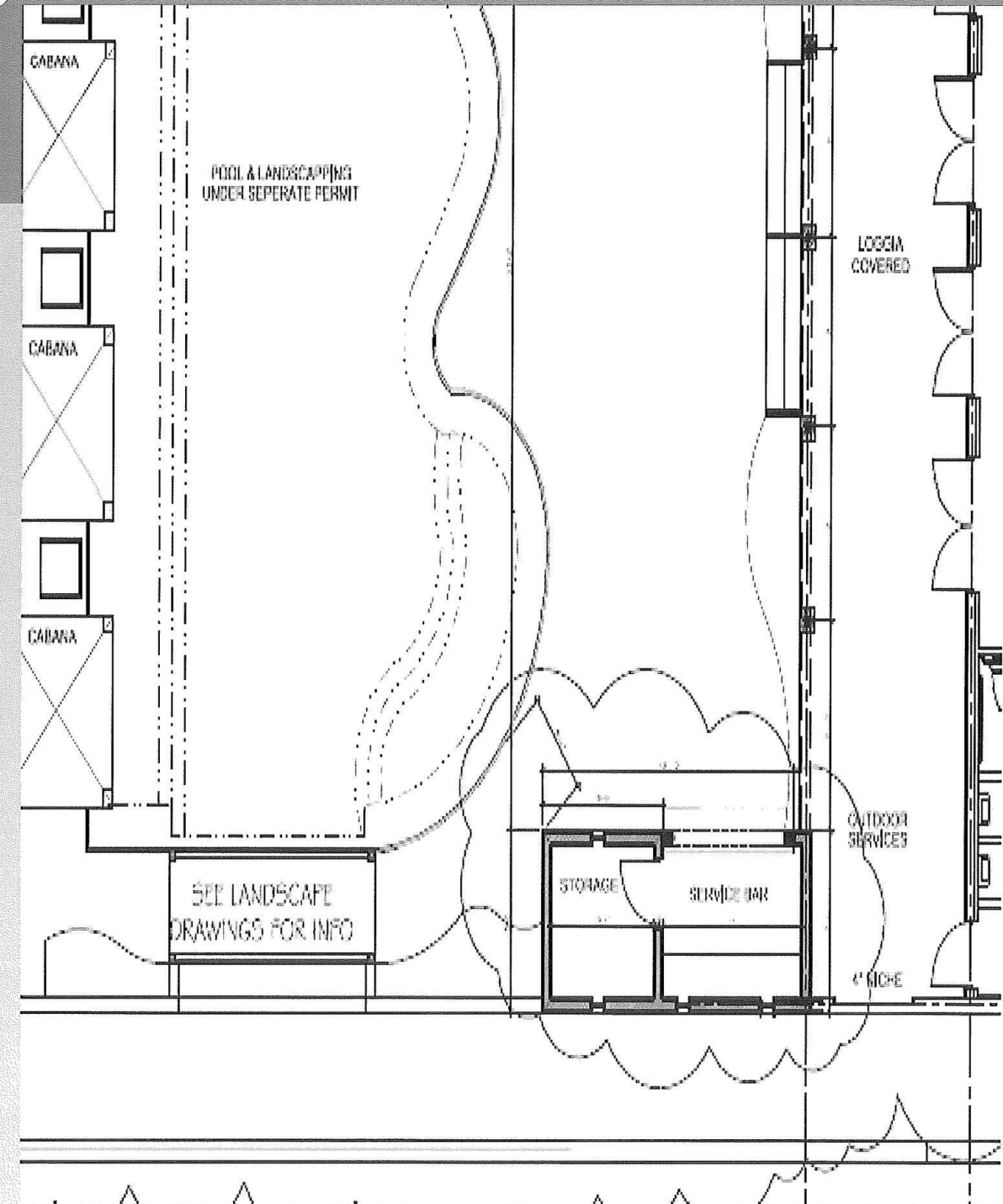
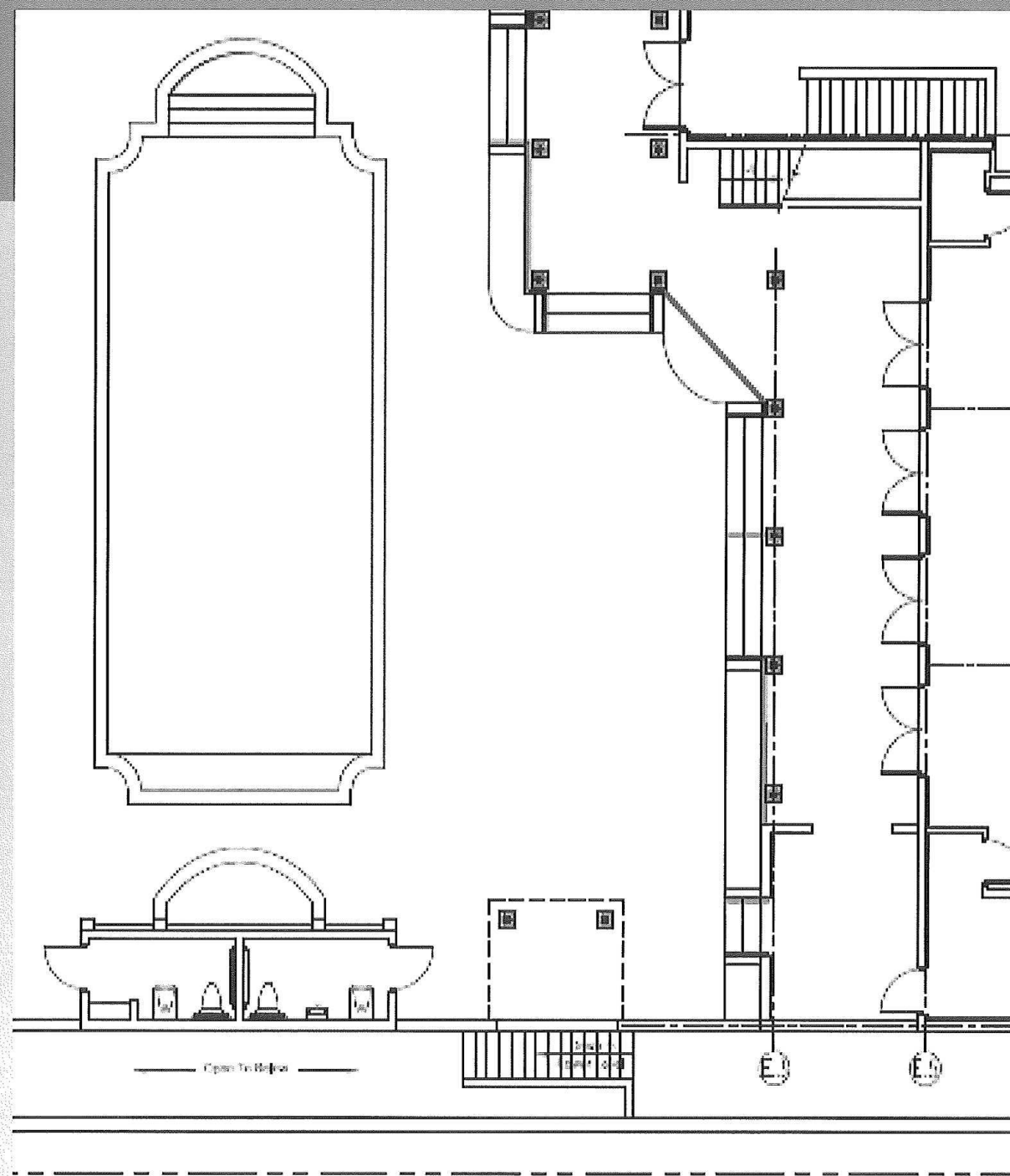
Proposed Per 2010



Palm House Site Plan Change # 1

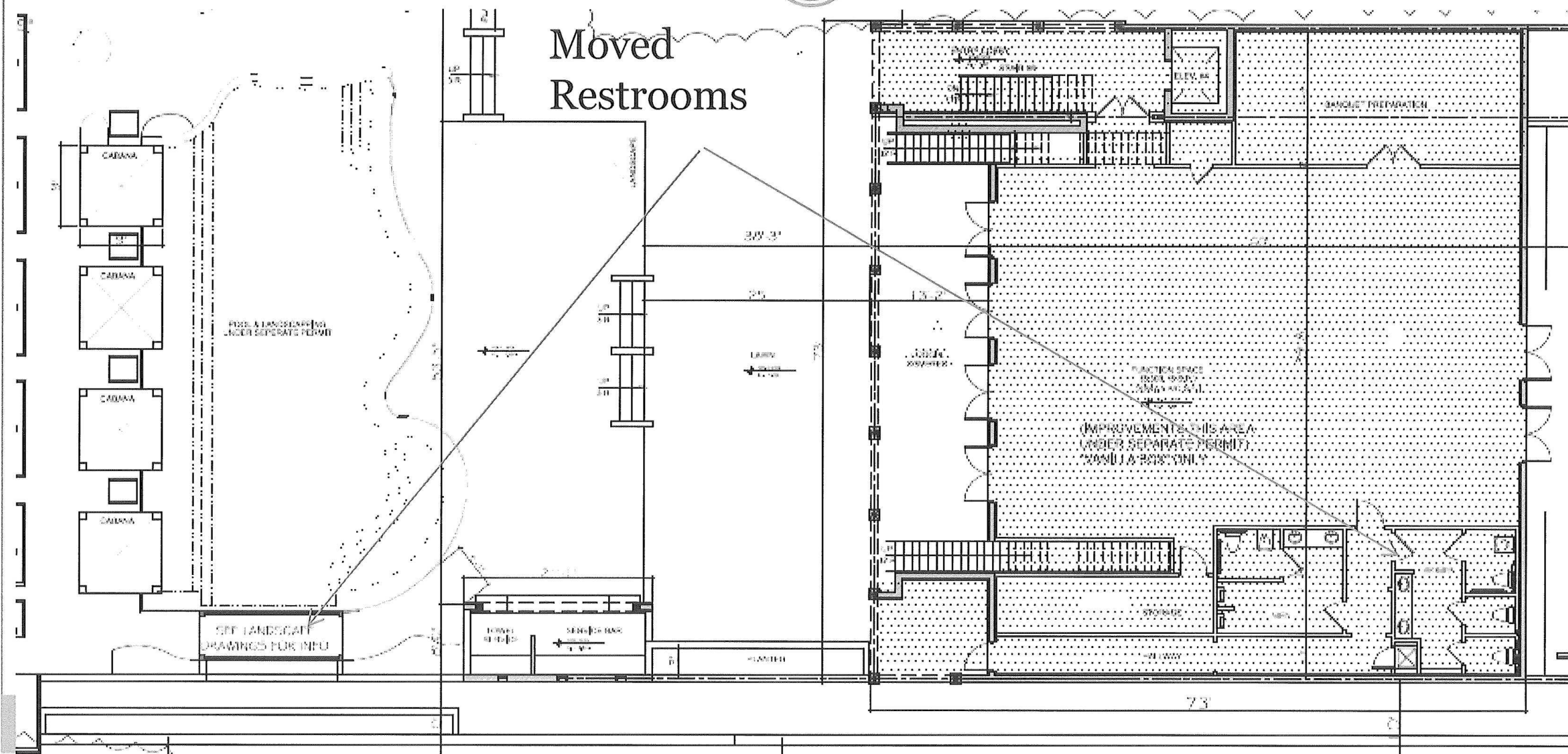
Elimination of two pool structures and relocation of a pool structure
Reference Drawing A-2.1 1/2

6



Palm House
Site Plan changes #2
Relocation of Pool Restrooms to inside of Function Room
Reference Drawing A 2.1

7

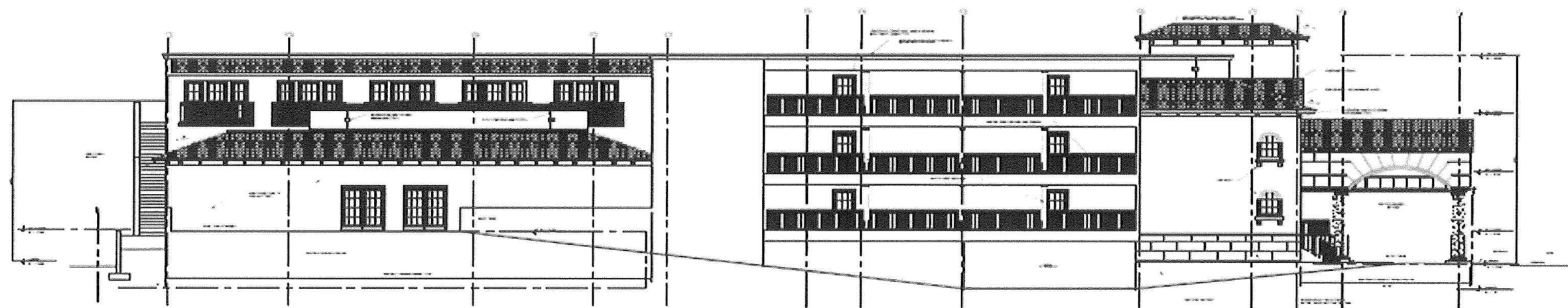


Palm House Site Plan change # 3

Elimination of mansard roof on the east elevation and keep existing mansard roof on the east guest wing elevation in lieu of the parapet that was previously shown on the plans and approved.

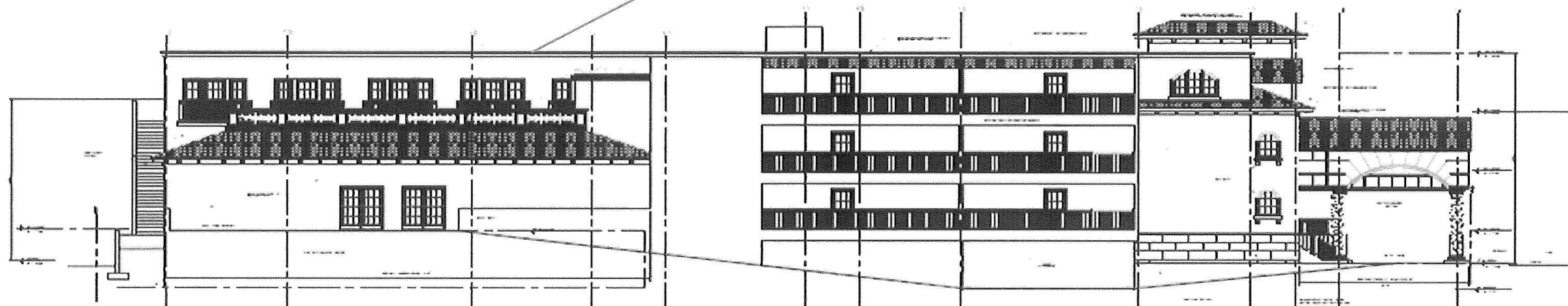
Reference Drawings A-7 East Elevation

8



② East Elevation- APPROVED

No
Mansard
roof



Palm House Site Plan change # 3

Elimination of mansard roof on the east elevation and keep existing mansard roof on the east guest wing elevation in lieu of the parapet that was previously shown on the plans and approved.

Reference Drawings A-10.0 Southern Elevation

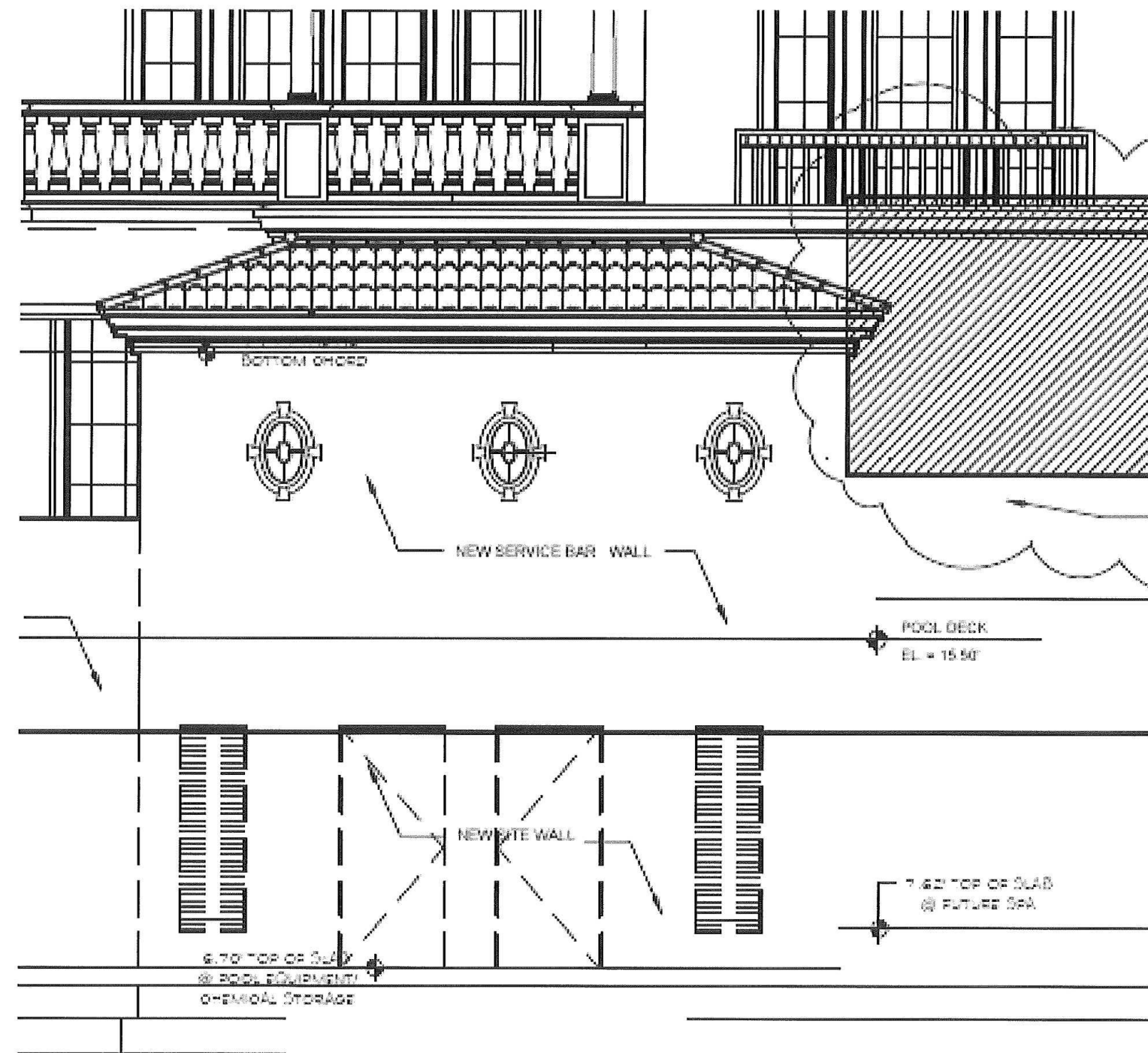
9



*Palm House
Site Plan
changes #4*

Relocation of
pool equipment
and storage to
under pool
service building

Reference
Drawing A-8



Approval of Landscaping, Cabanas, Pool, and Terrace area

Site plan changes #5

11

- **Rear of the building**

1. Pool
2. Cabanas
3. Vegetation

- **Front of the building**

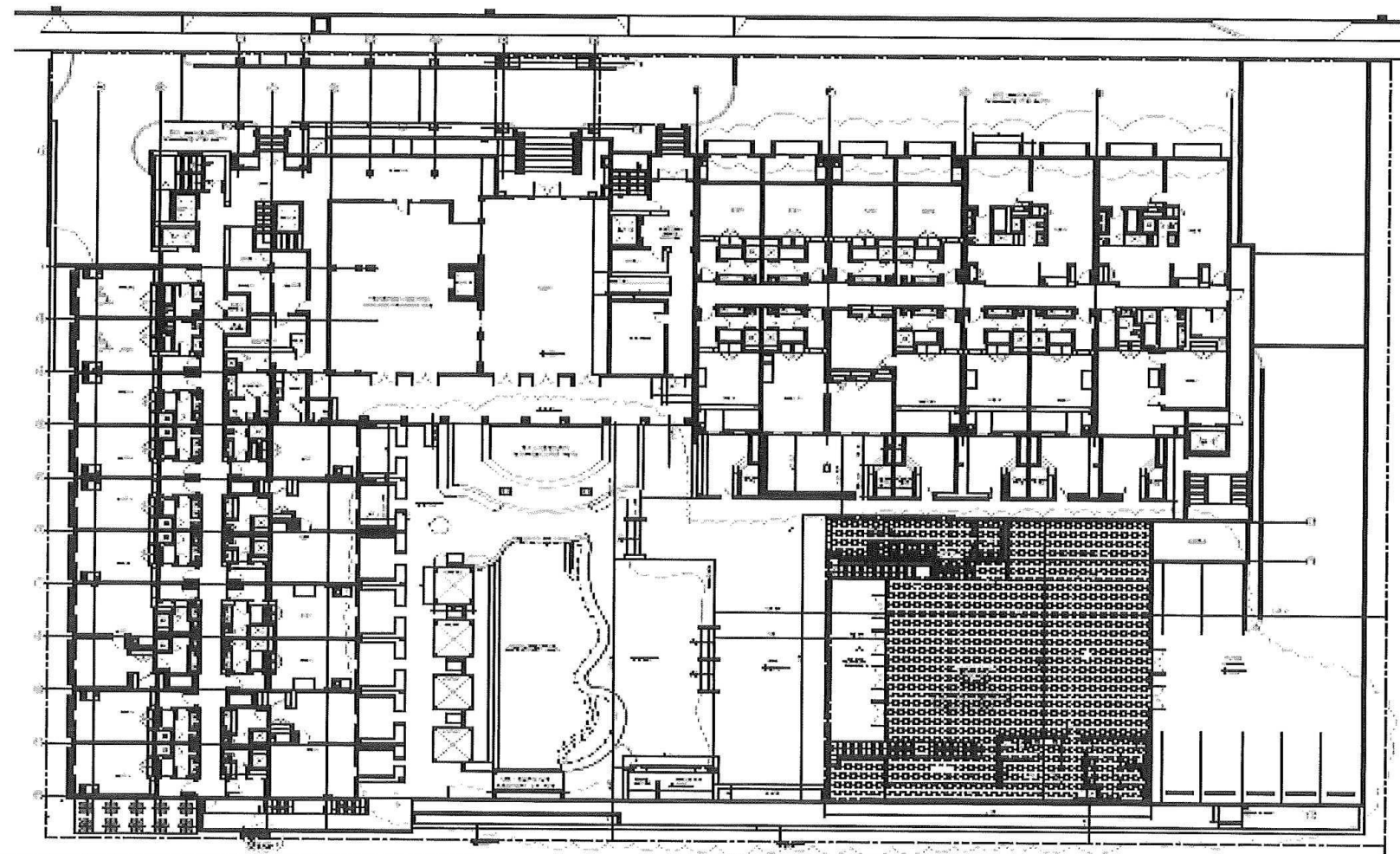
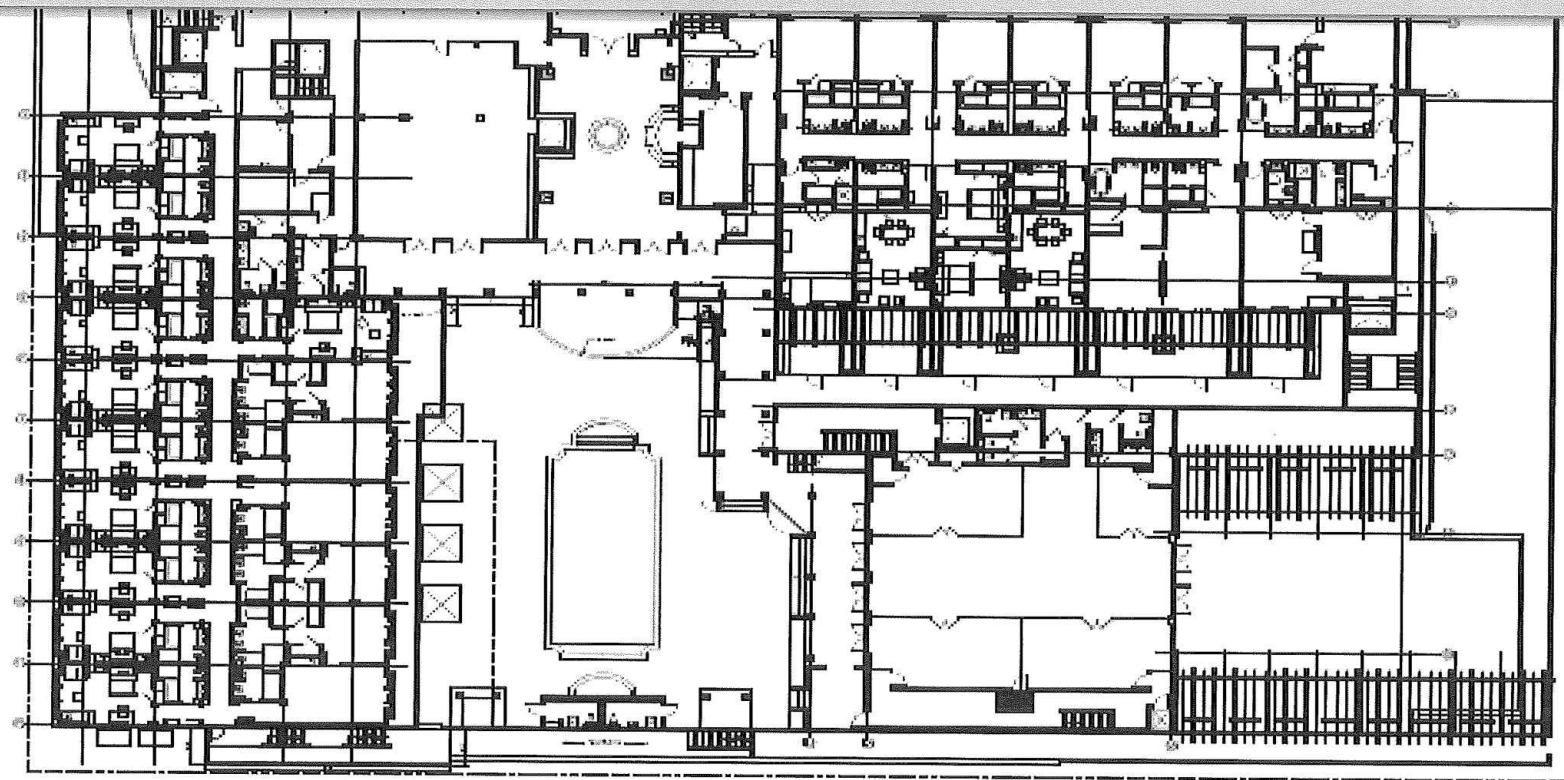
1. Front door
2. Larger Columns
3. Vegetation

Site Plan Changes # 5

Approval of
Landscaping,
Cabanas, Pool,
and Terrace

Reference
Drawing A-2.1

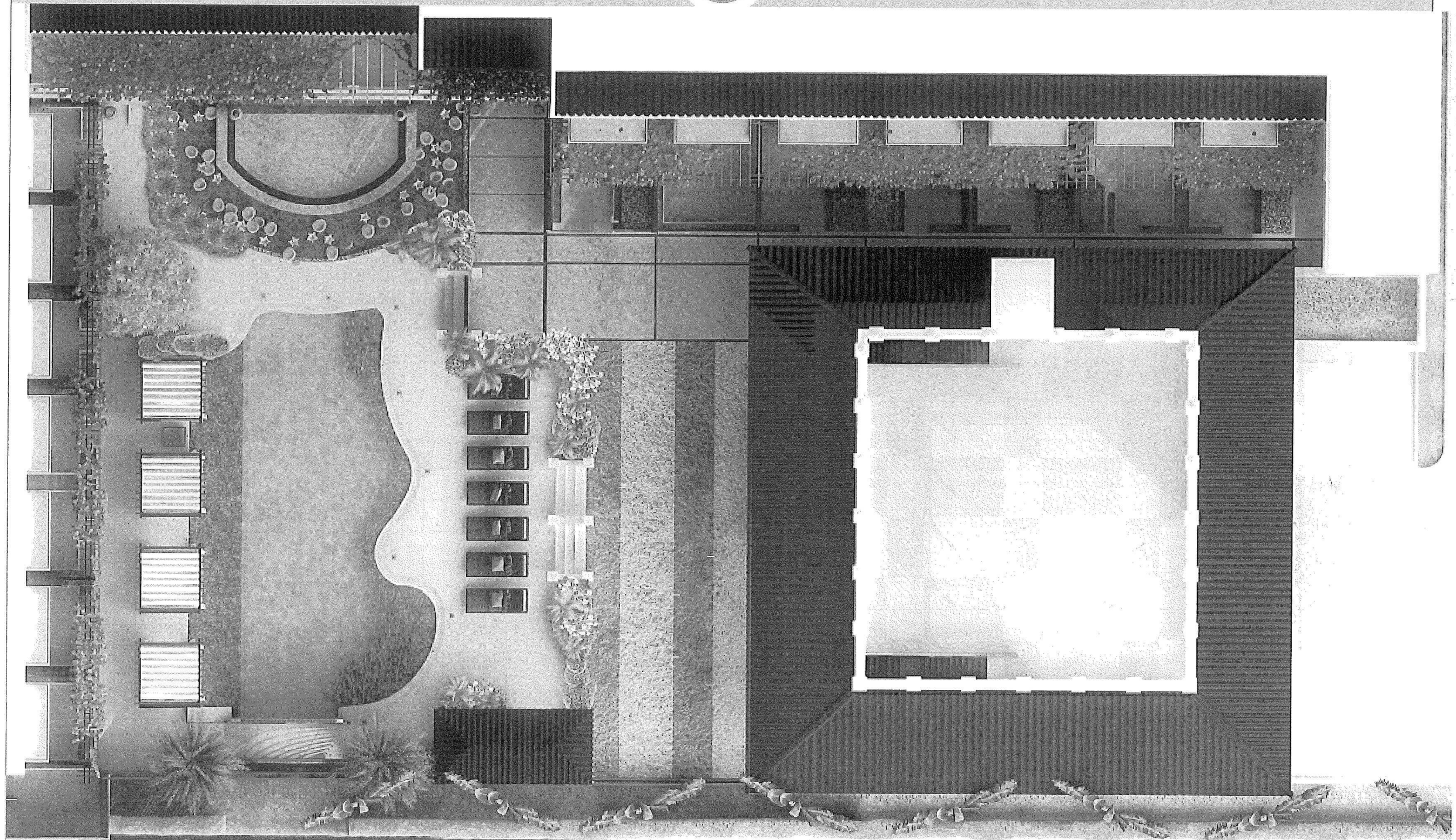
1/4



Rendering of Proposed Pool

Site plan changes #5 2/4

13



Rendering of Proposed Pool looking south Site plan changes #5 3/4

14



Rendering of Proposed Cabanas and guest terraces Site plan changes #5 4/4

15



Approval of landscaping in front of the building for North elevation Site plan changes #5

16



Approval of landscaping in front of the building for North elevation Site plan changes #5

17



Approval of landscaping in front of the building for North elevation Site plan changes #5

18



Approval of landscaping in front of the building for North elevation
ARCOM requires thicker columns
Site plan changes #5

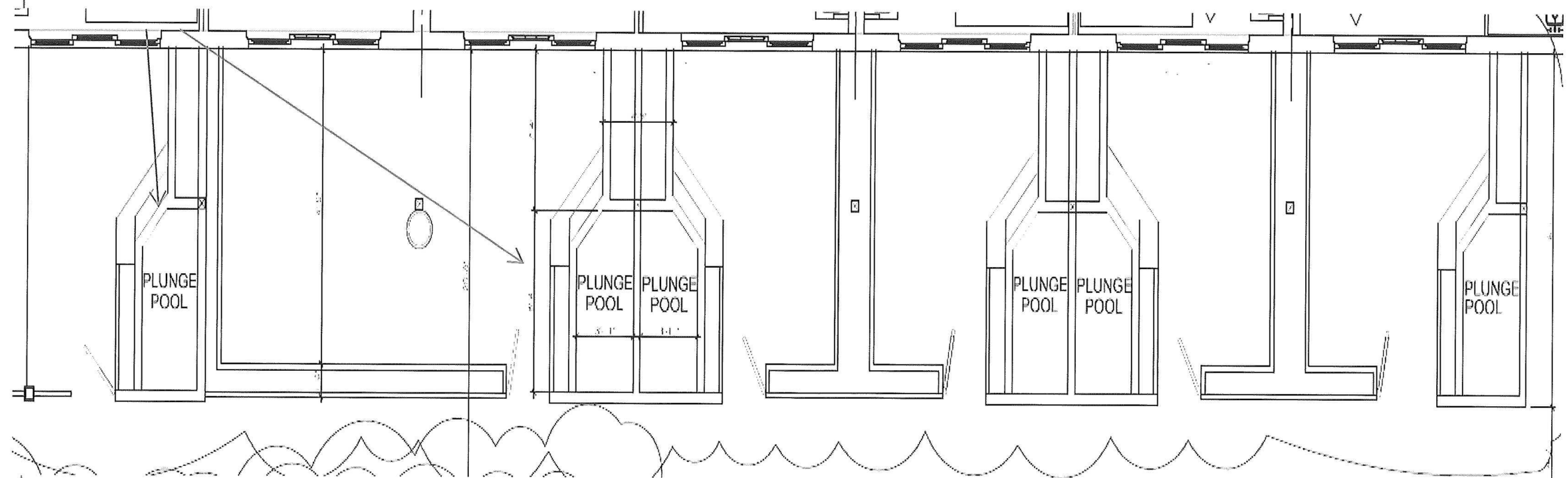
19



Palm House
Site Plan changes #6 A-2.0 Drawing
**Addition of plunge pools to east wing 1st floor
terraces 1/2**

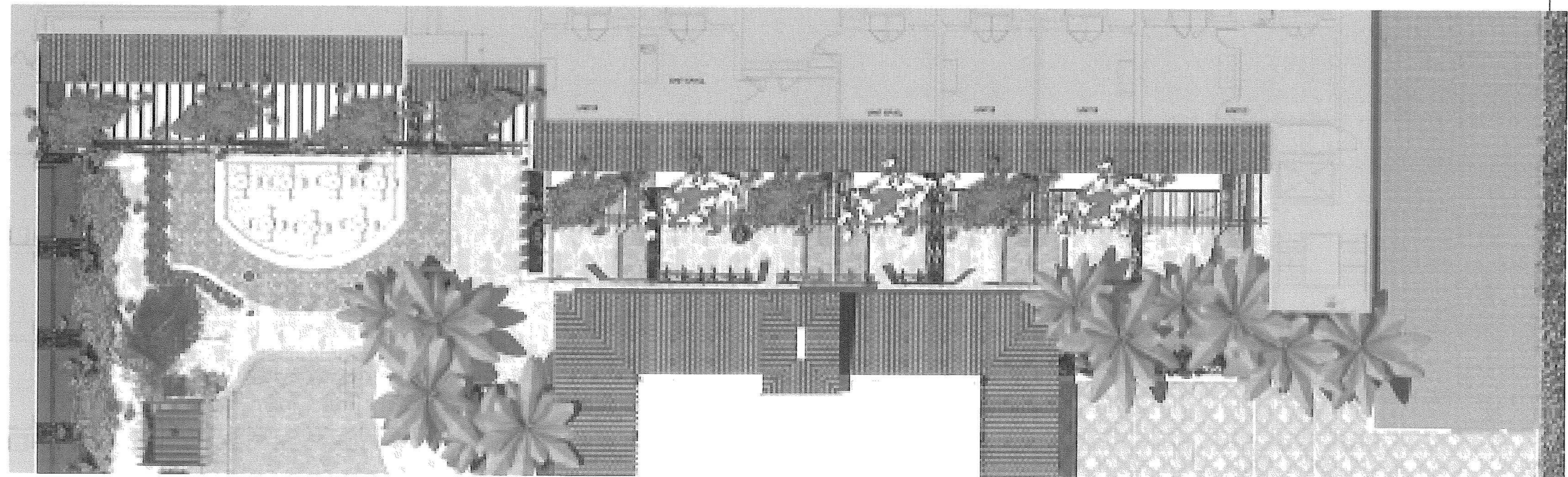
20

6 Proposed
Plunge Pools on
south east wing
only



Palm House
Site Plan changes #6 A-2 Drawing
**Addition of plunge pools to east wing 1st floor
terraces 2/2**

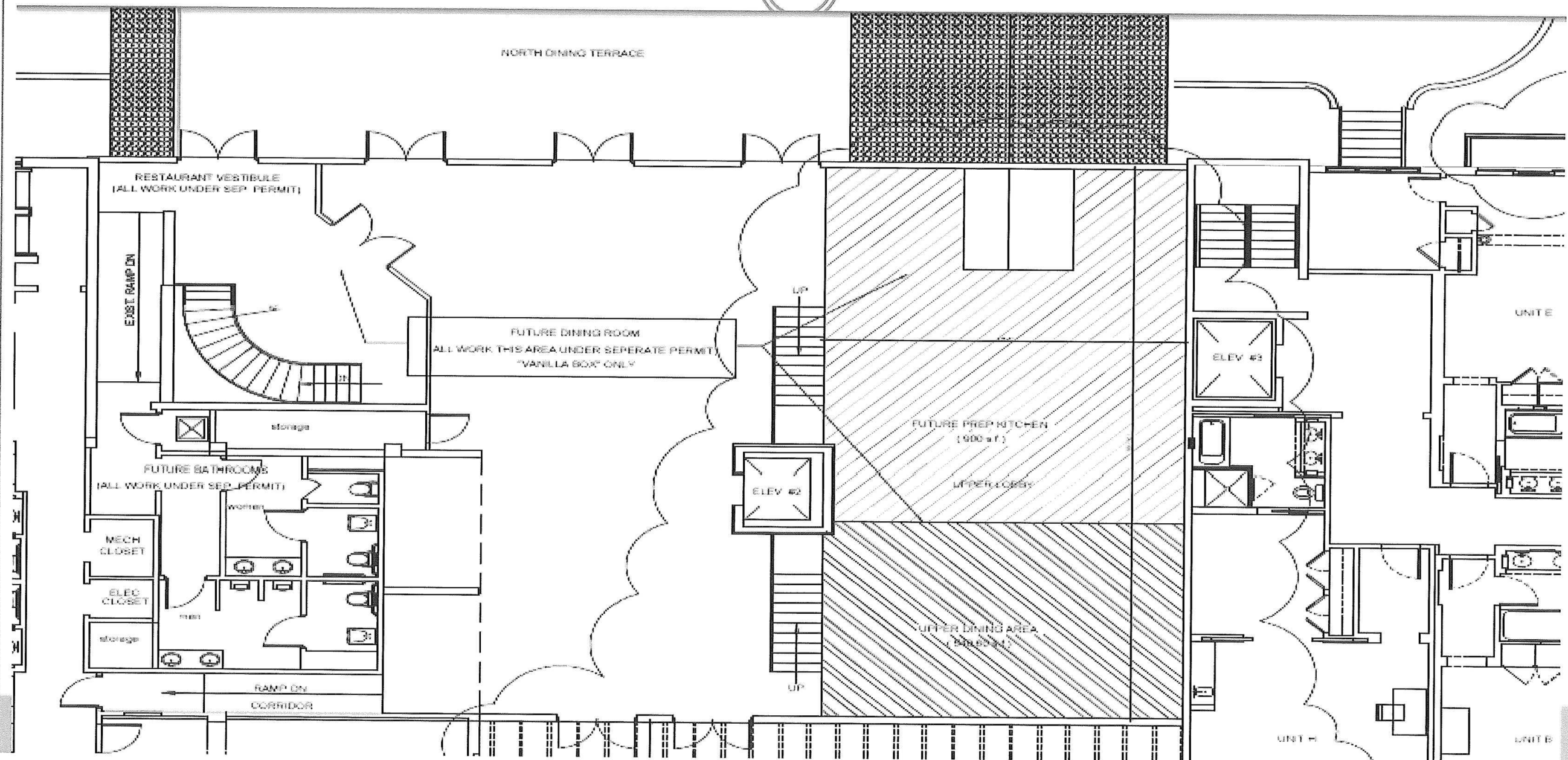
21



Palm House
Site Plan changes #7

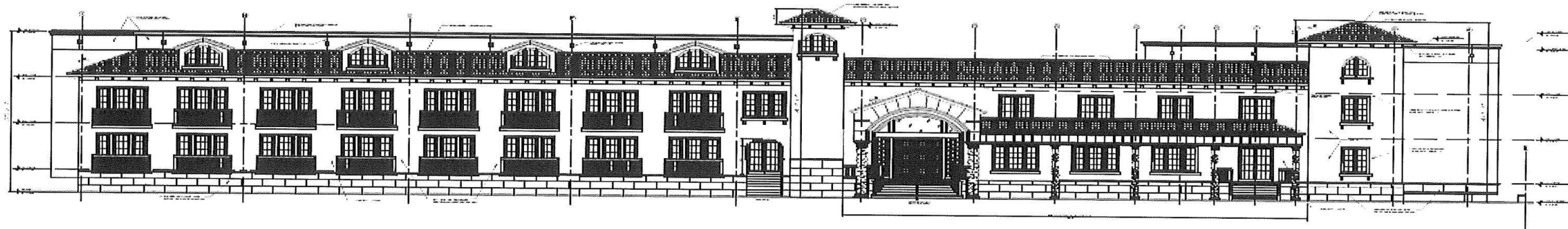
Addition of interior floor above lobby to total 1,486 of which 500
square feet is dining area illustrated for variance Reference
Drawing A-3.1

22

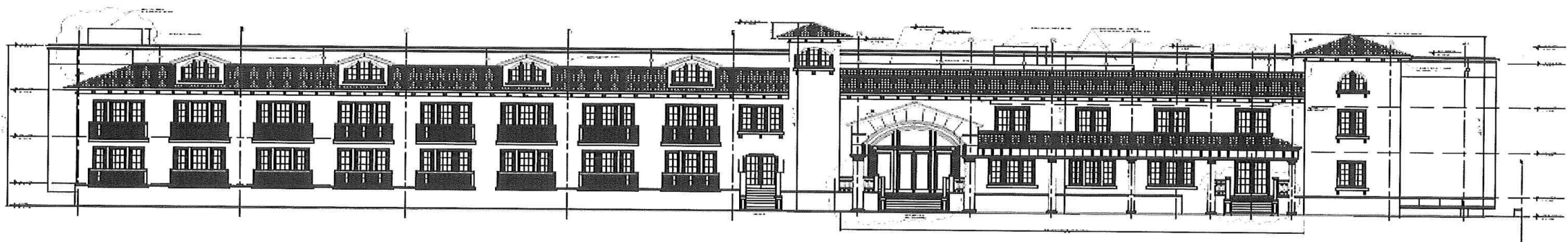


Palm House Site Plan changes #8
Addition of parapet to connect east and west stair towers
Reference Drawings A-6
Page 1/2

23



① North Elevation- APPROVED



② North Elevation- PROPOSED

Site plan changes #8

Addition of parapet to connect east stair tower to existing west parapet 2/2

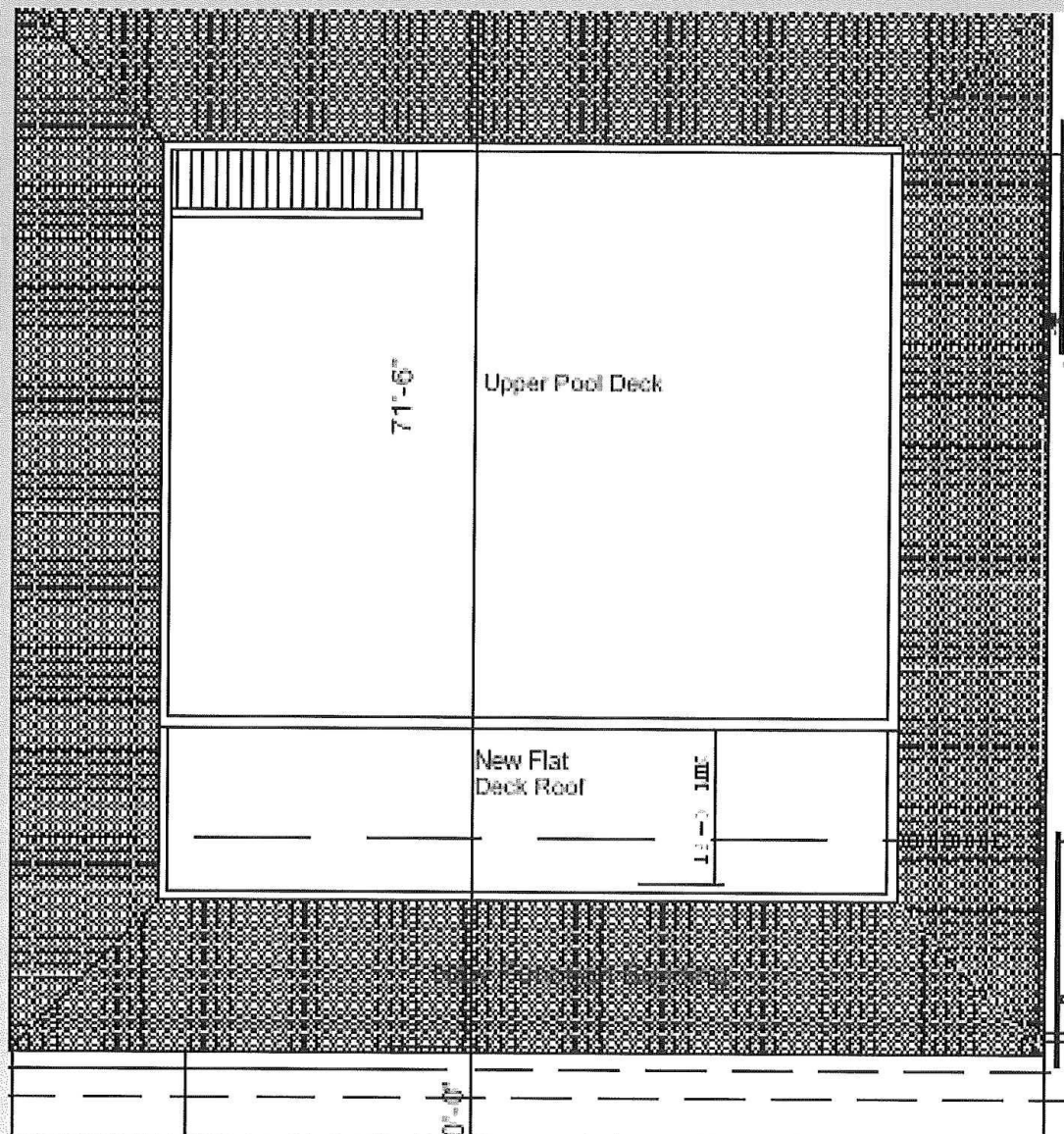
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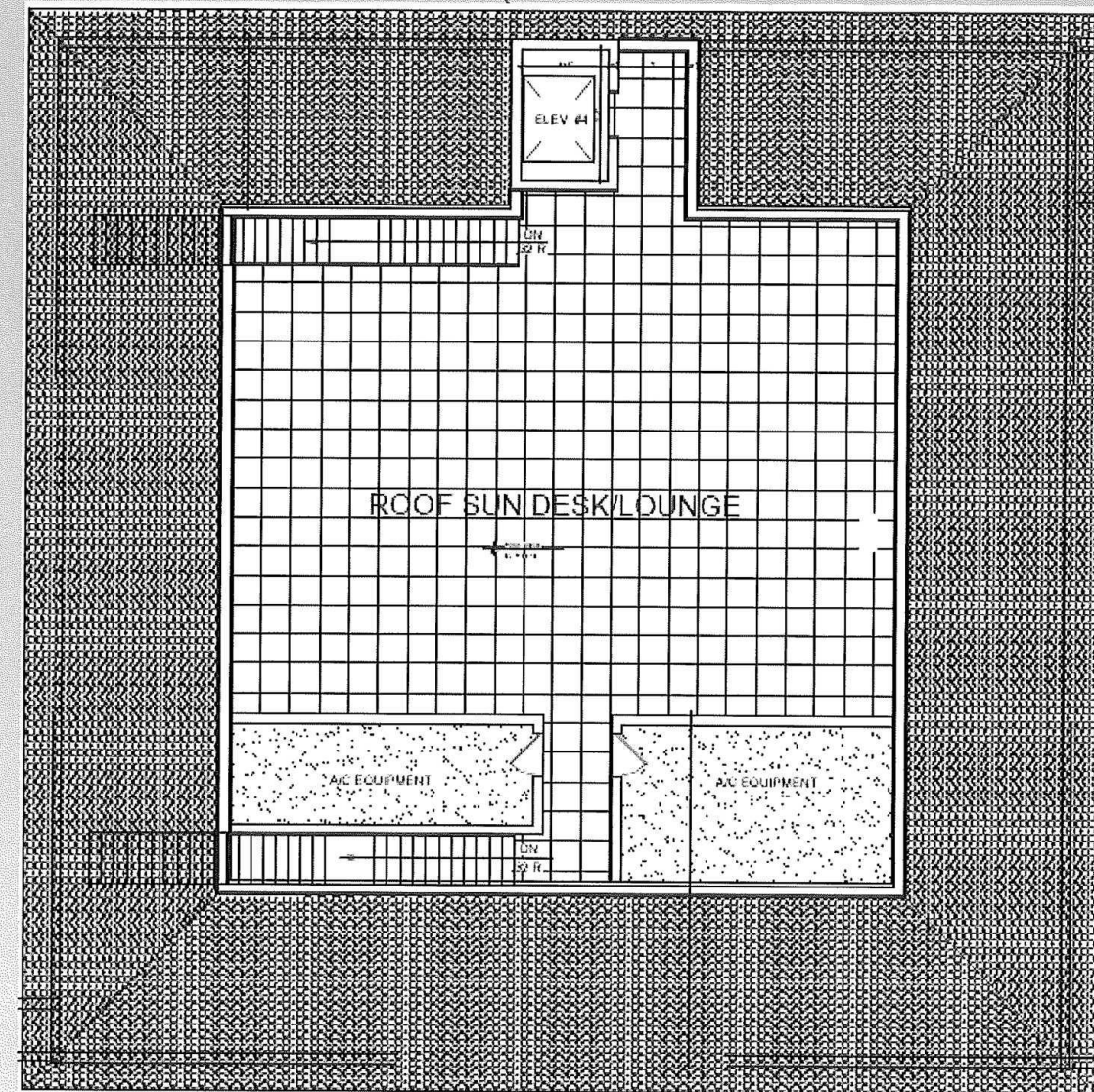
Site plan changes # 9
Function building elevator approved but not properly illustrated
Reference Drawing A-4.1

25

Per 2007 approvals



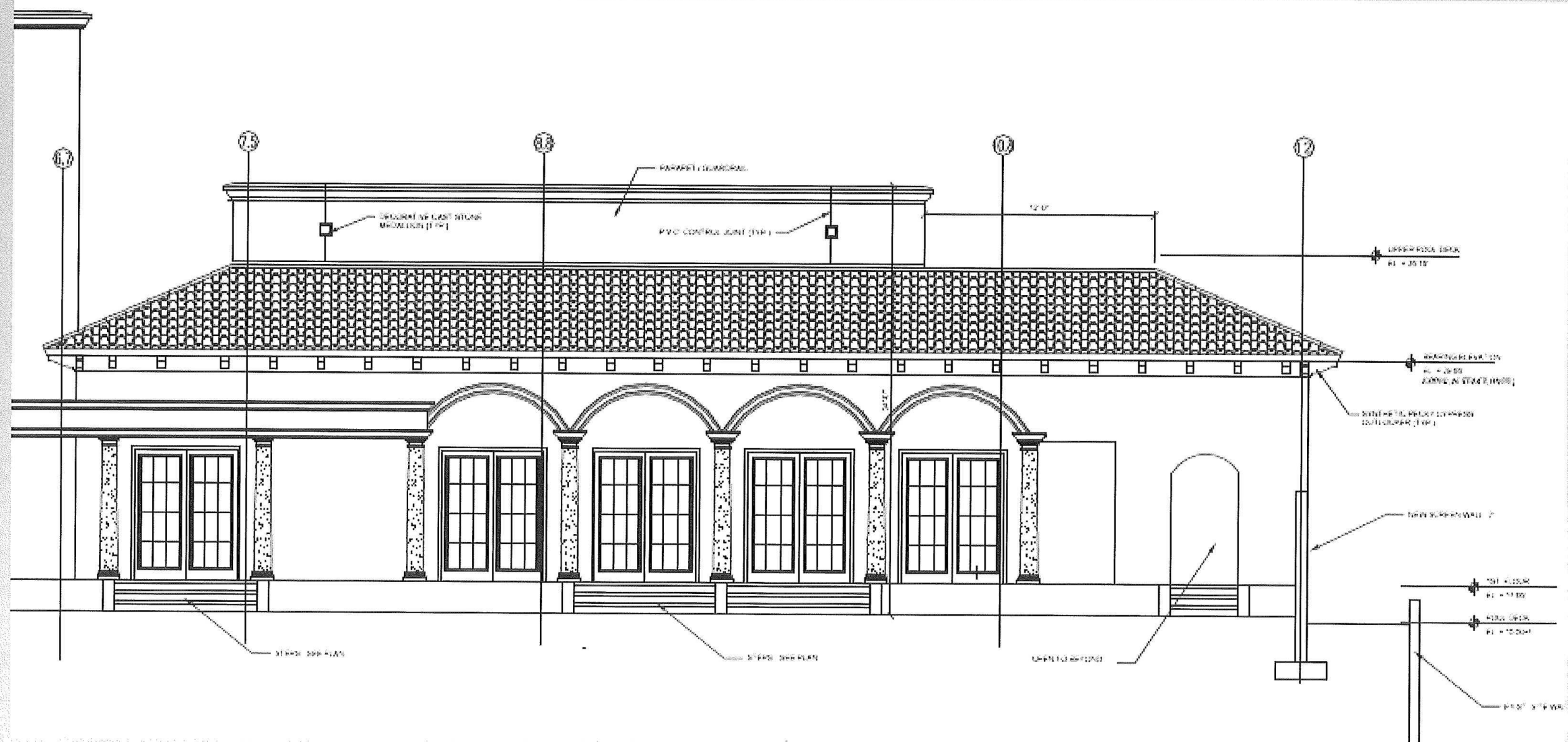
Elevator approved but
need clarity on plans



Site plan changes # 10
Replace solid parapet on Function room with Balustrade railing
Reference Drawing A-10.2 1/2

26

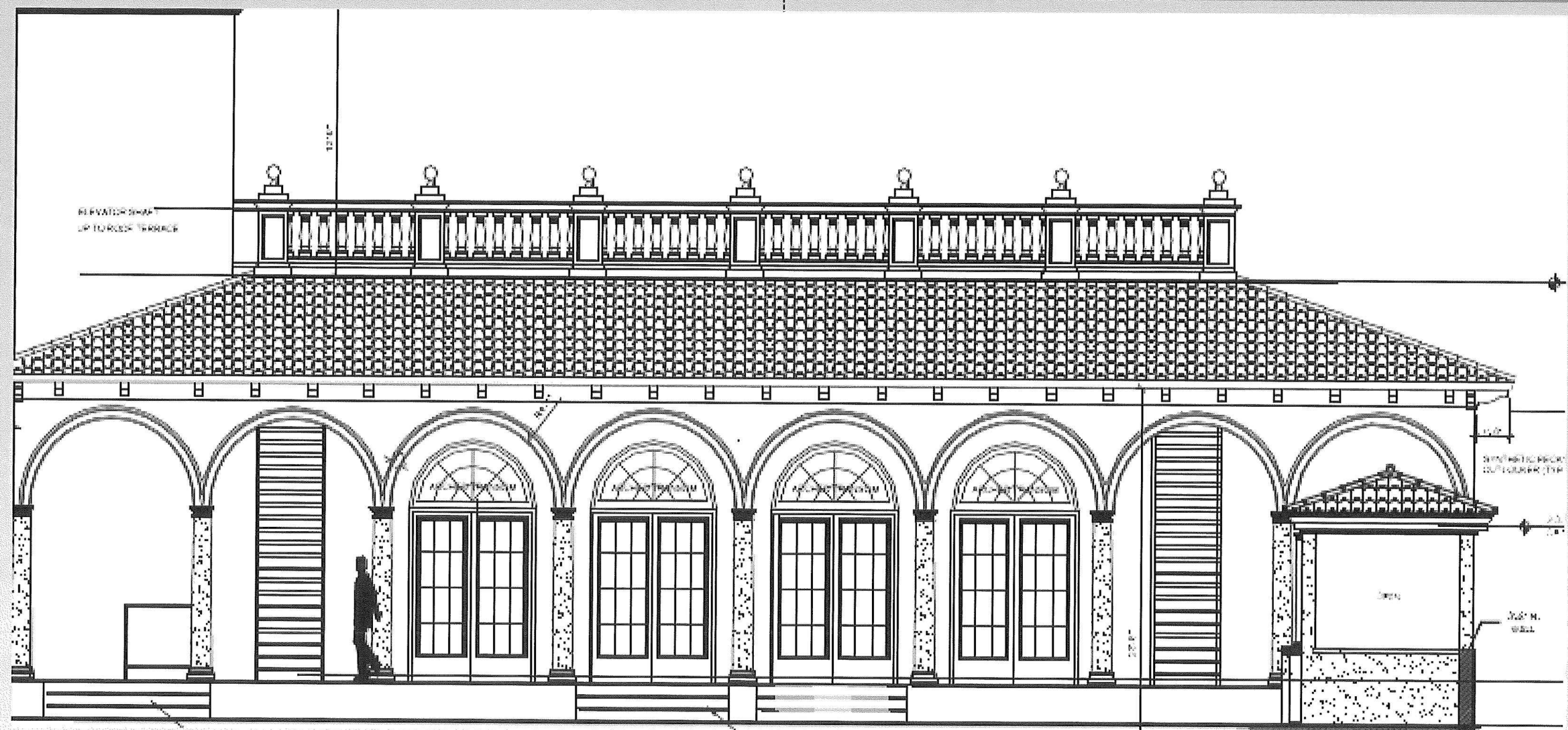
Per 2007 Approvals



Site plan changes # 10
Replace solid parapet on Function room with Balustrade railing
Reference Drawing A-10.2 2/2

27

Proposed



Palm House
Site Plan changes #11

**Increase Height of Doors in main lobby overlooking
the pool A-10.0 1/2**

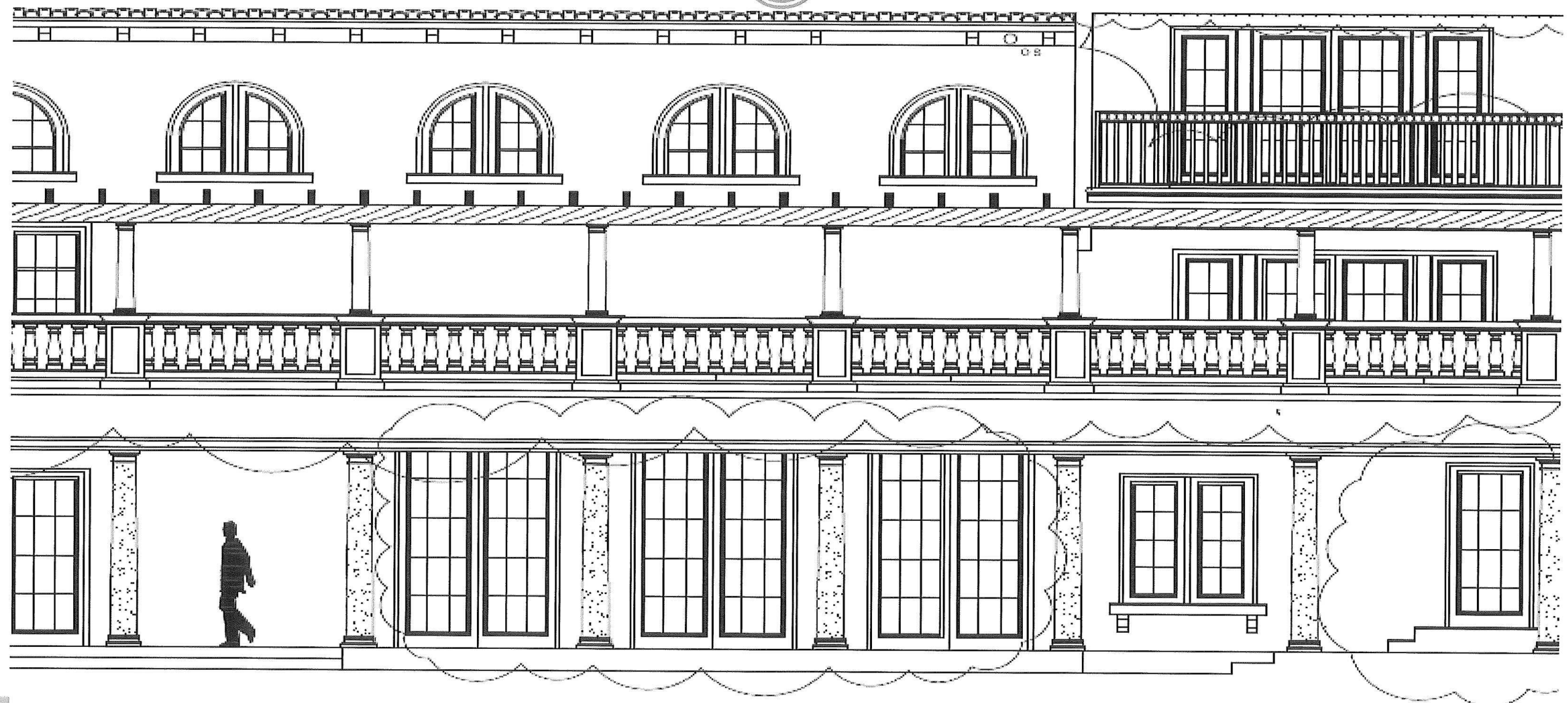
28



Palm House
Site Plan changes #11

**Increase Height of Doors in main lobby overlooking
the pool A-10.0 2/2**

29



Palm House
Site Plan changes #12

Add a breezeway from main lobby to function room

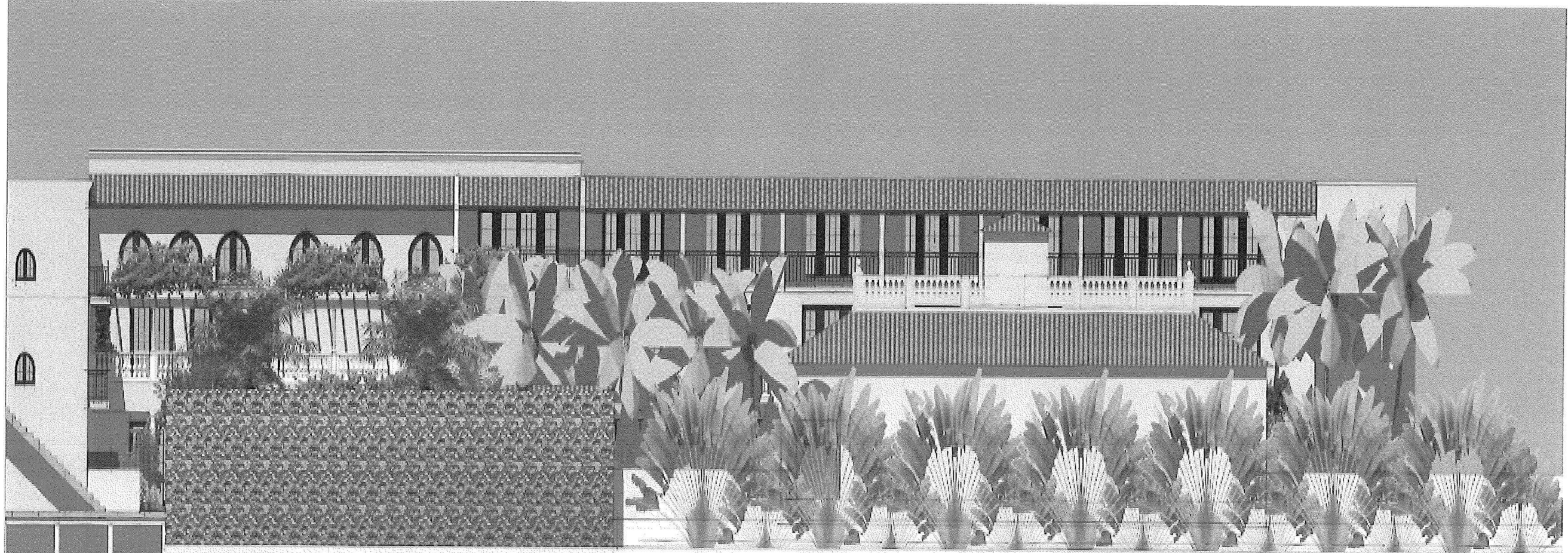
30

**SITE PLAN
CHANGE 12
HAS BEEN
REMOVED**

Palm House Site plan changes #13

Add a 12 foot tall hedge with a 42 inch rail on south side of proposed swimming pool to run length of pool deck area. 1/2

31



Palm House Site Plan change # 14

Add pergola on south elevation and extend balconies on north, south, and east elevation Reference

Drawing A 4.1 1/3

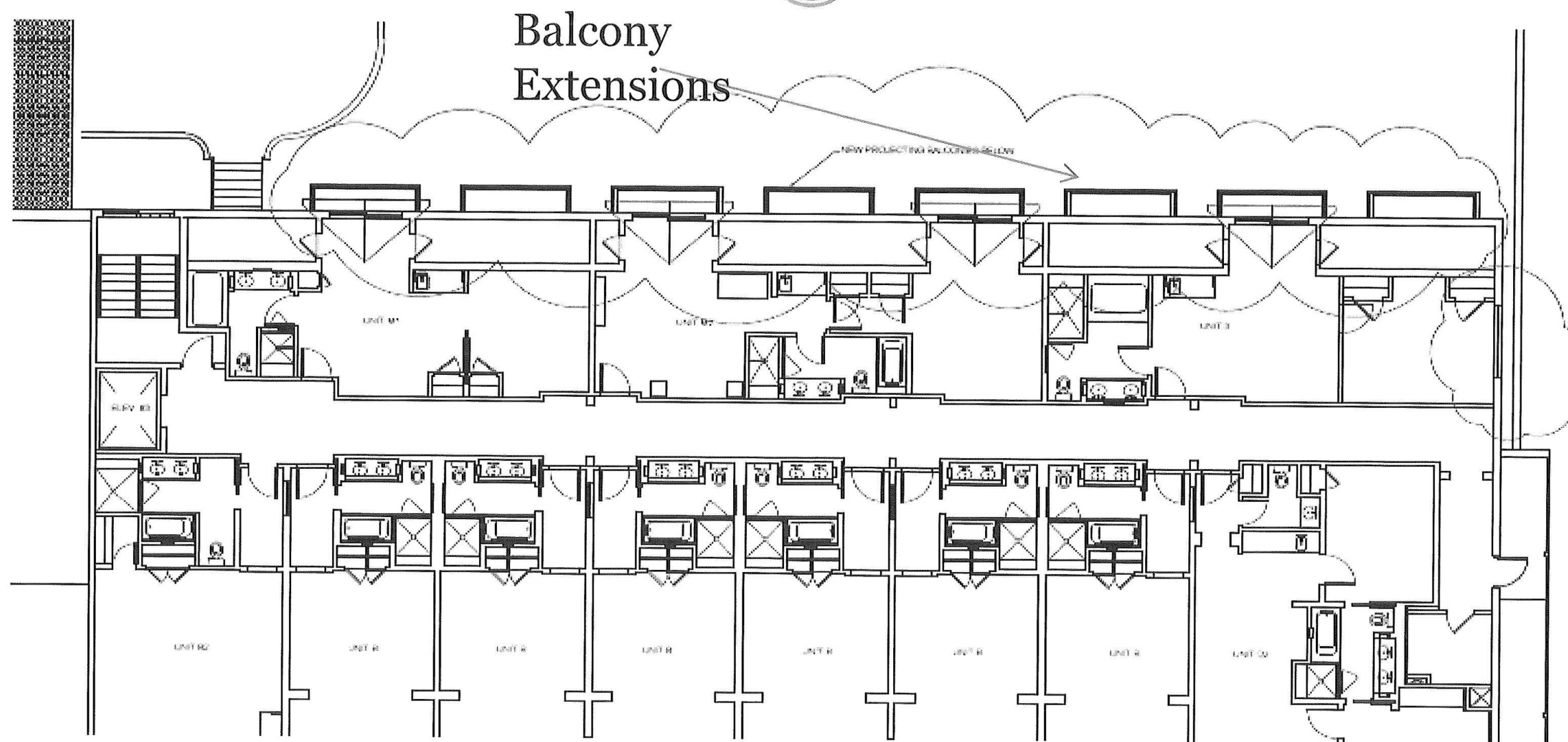
32



Palm House Site Plan change # 14

Add pergola on south elevation and extend balconies on north, south, and east elevations Reference drawing A-4.1 Page 2/3

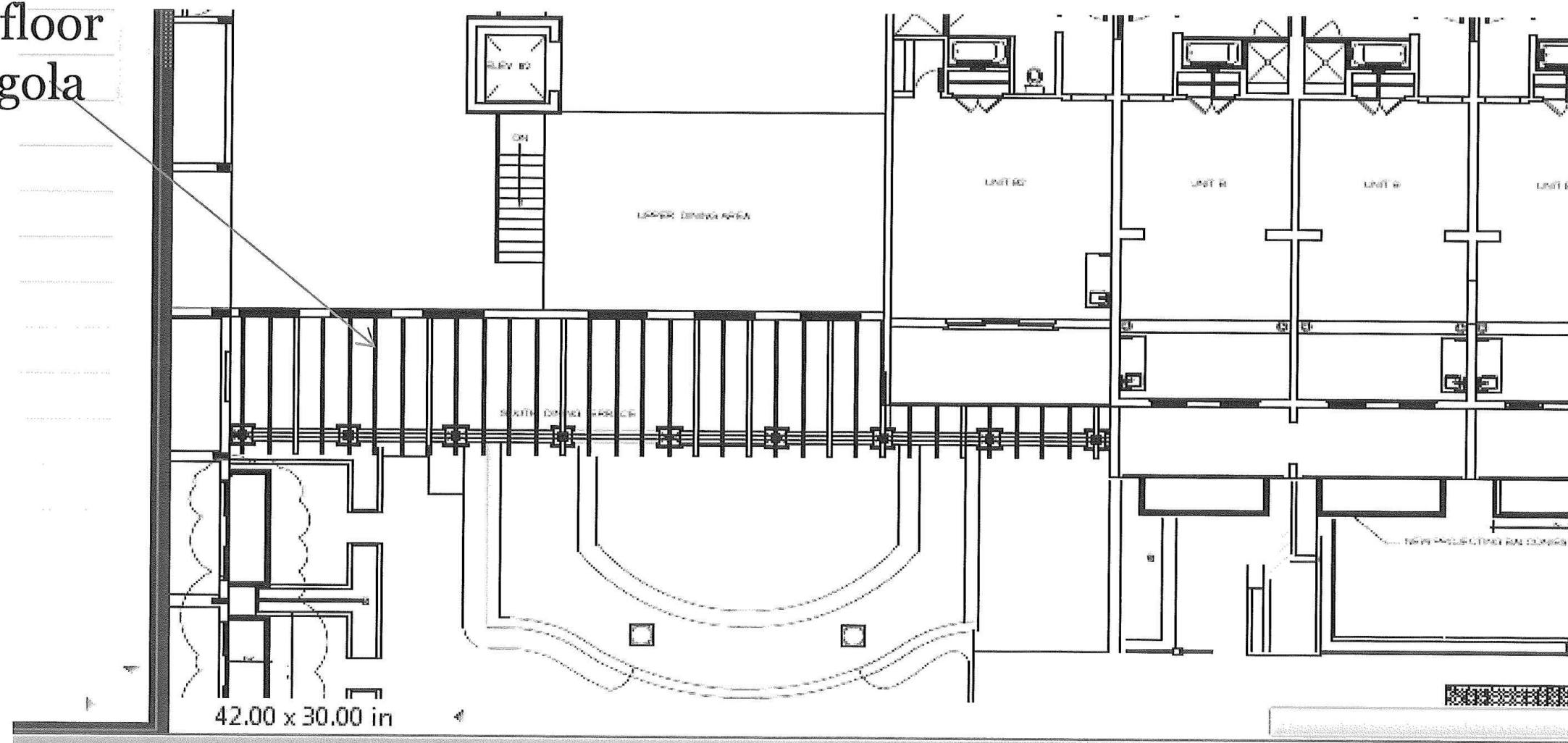
33



Palm House Site Plan change # 14 Add pergola on south elevation and extend balconies on north, south, and east elevations Reference drawing A-4.1 Page 3/3

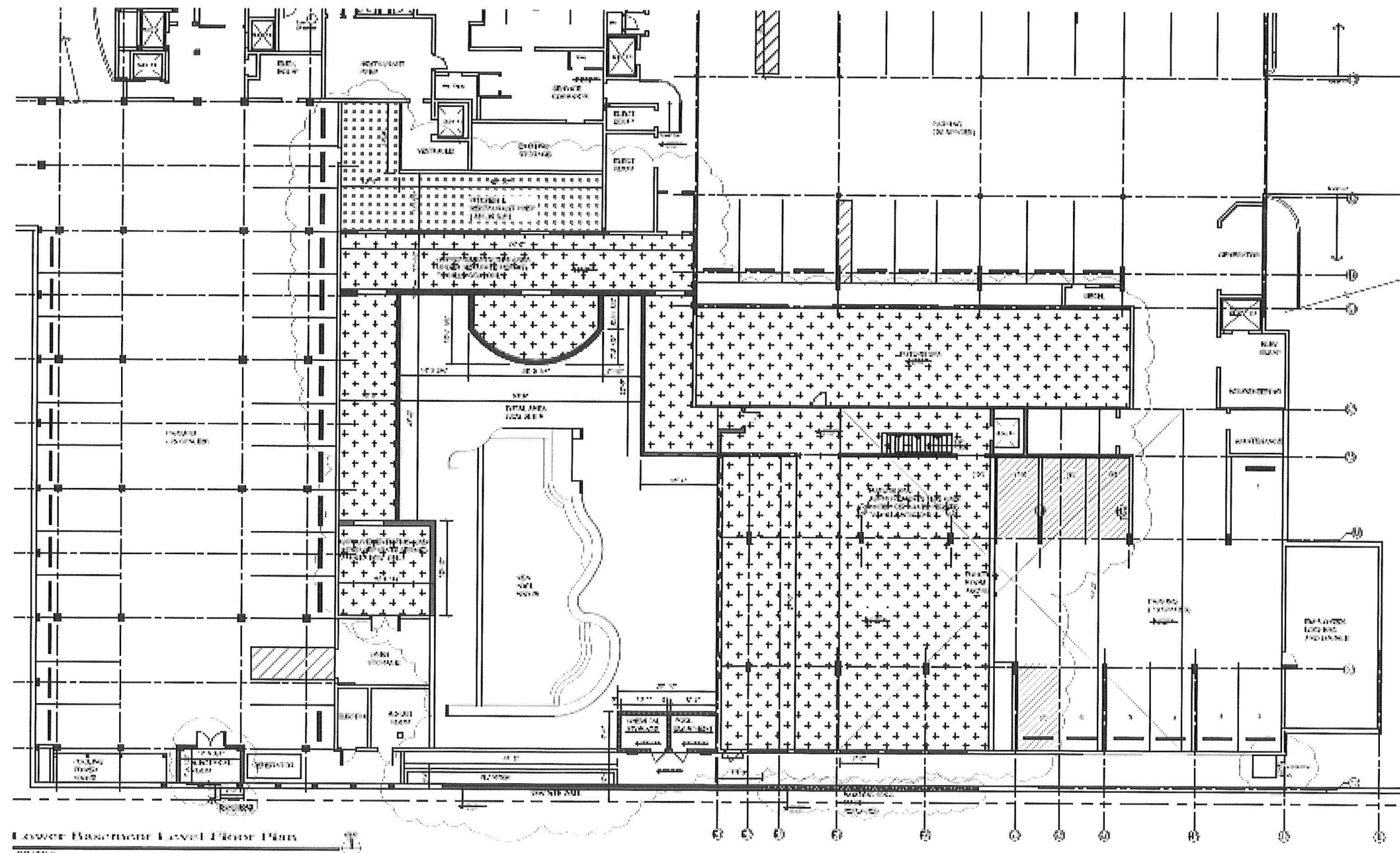
34

2nd floor
Pergola



Addition of service corridors and expansion of kitchen and laundry room which totals approximately 5,493 square feet. Reference Drawing A-1.0

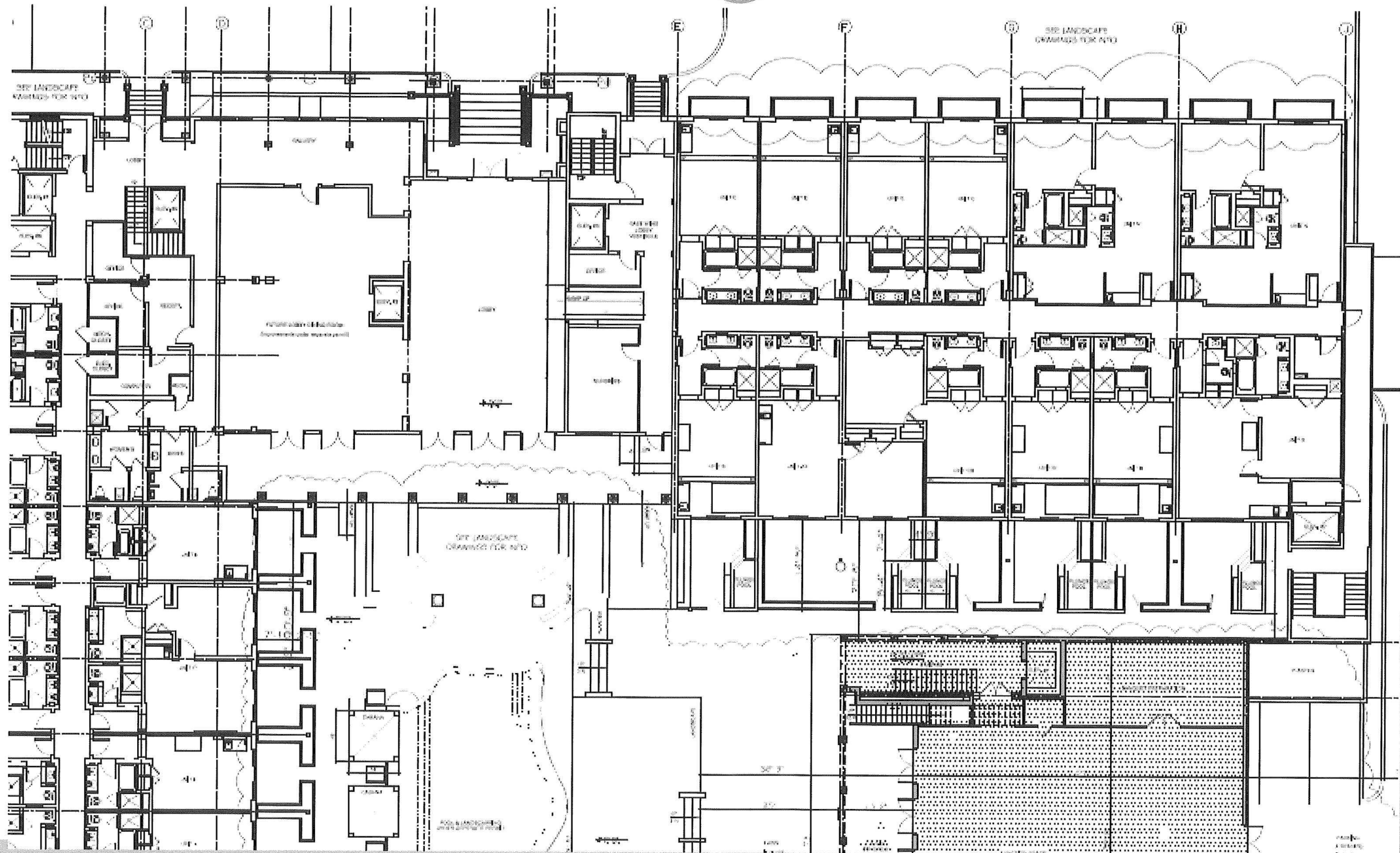
35



Site Plan Changes #16

Exterior balconies extended 3'-6" beyond face of building on North, West courtyard and south courtyard elevations Reference Drawing A-2.1

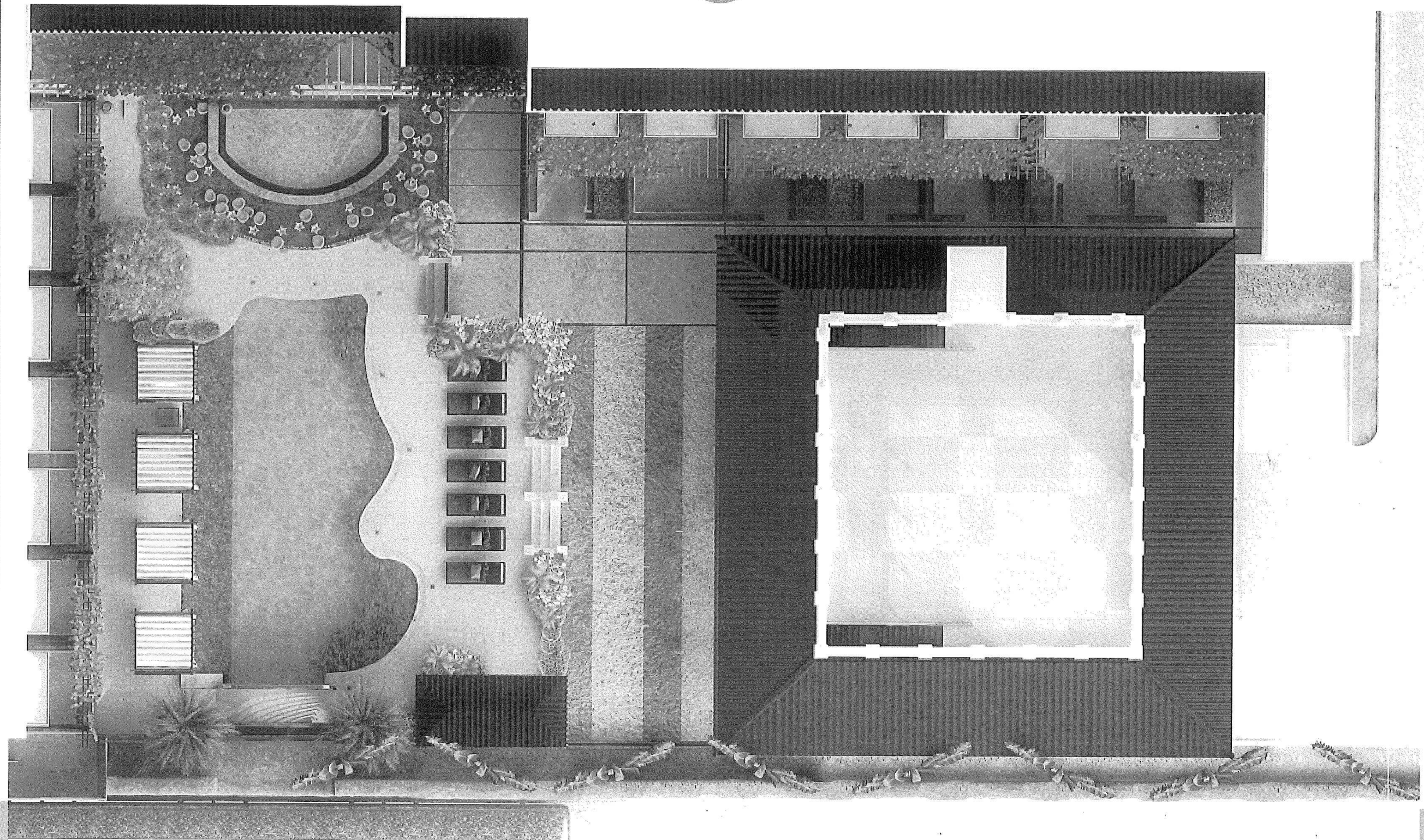
36



Site plan change #17

Function room shifts 25 feet east of current location -1/4

37



Site plan change #16

Function room shifts 25 feet east of current location -2/4

38



Site plan change #16

Function room shifts 25 feet east of current location –3/4

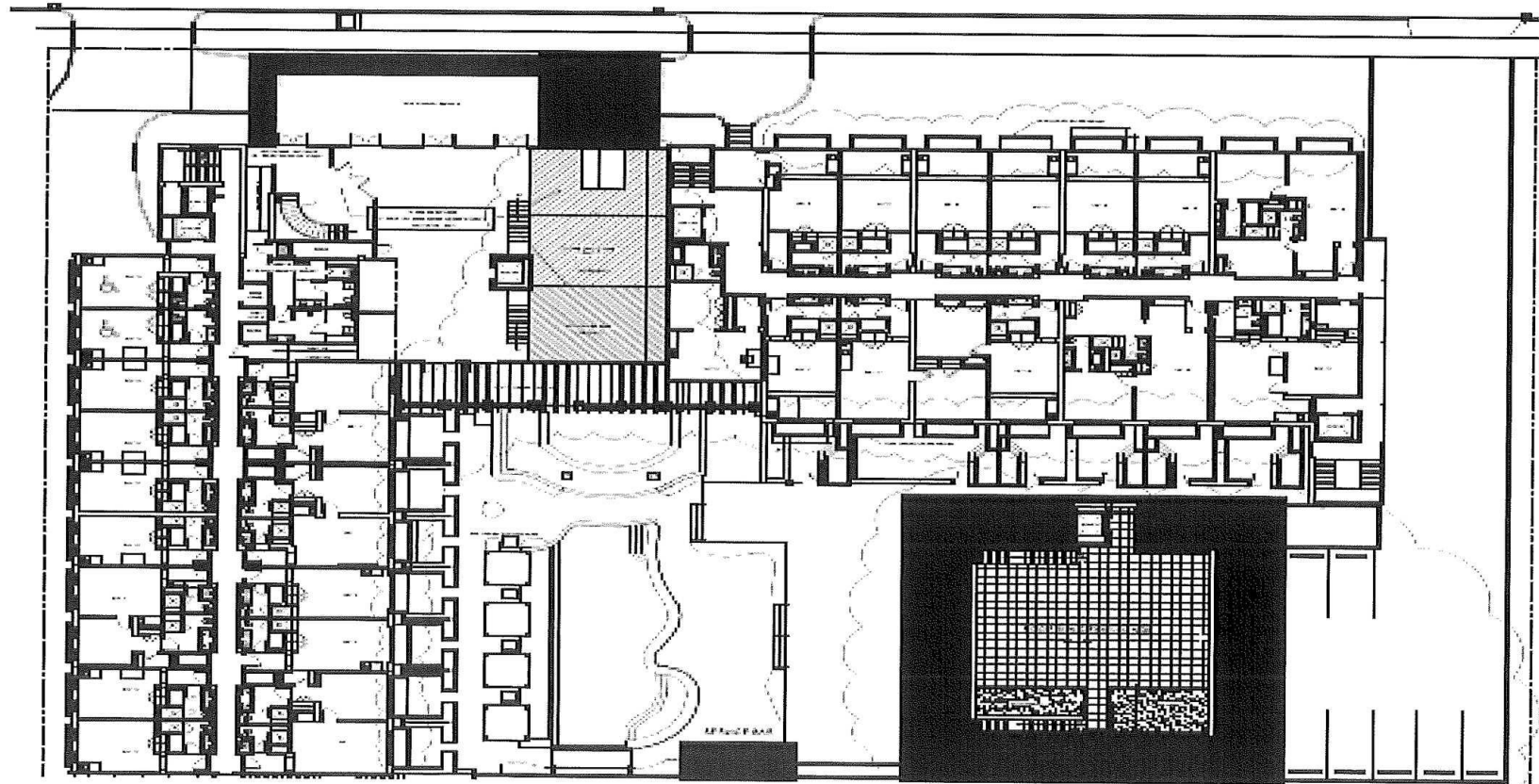
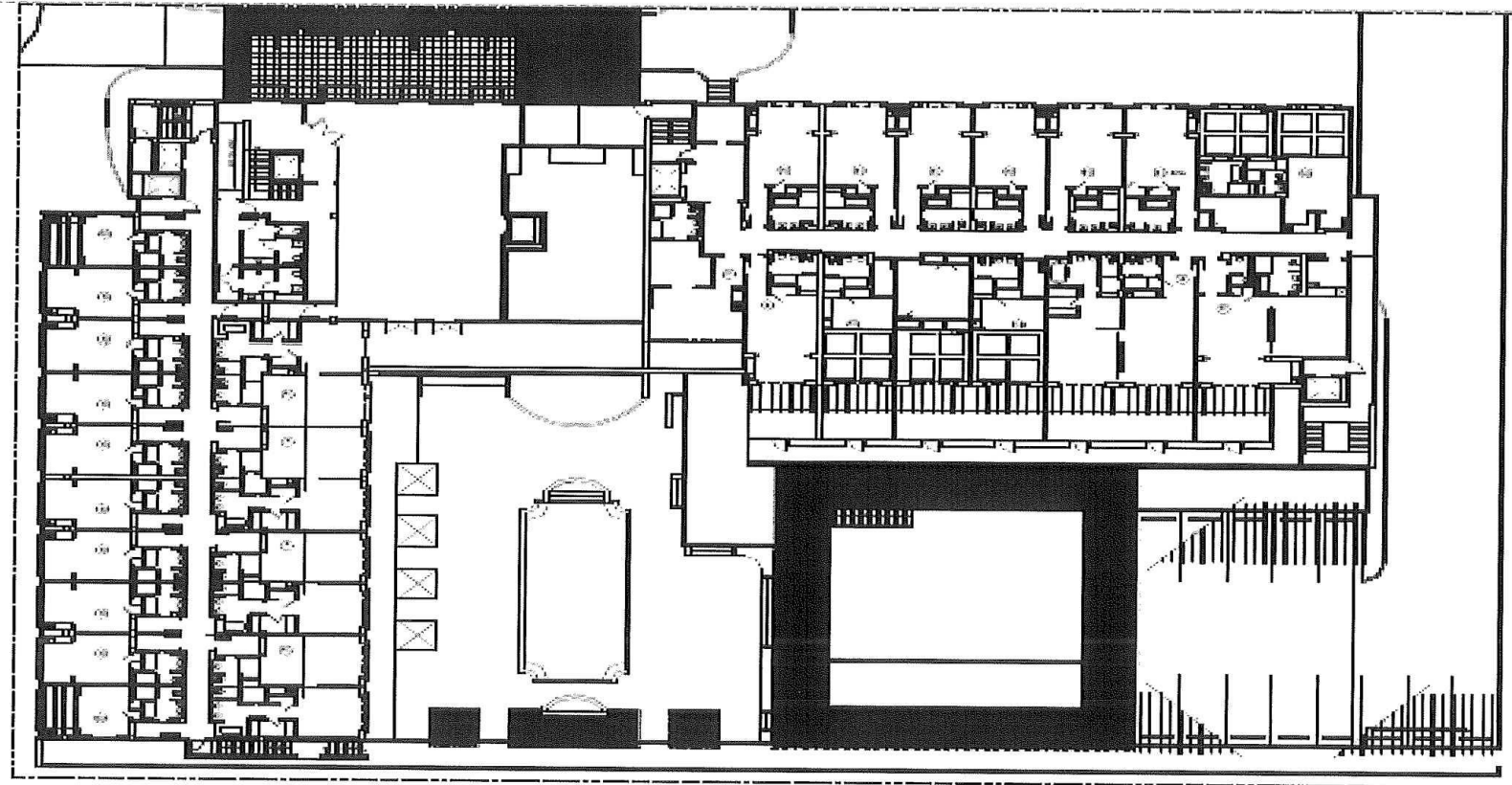
39



Site plan change #16

Function room
shifts 25 feet
east of current
location -4/4

Reference
Drawing A-3.1



Aerial of
neighbors
view

Google
Earth 2012



Our neighbor

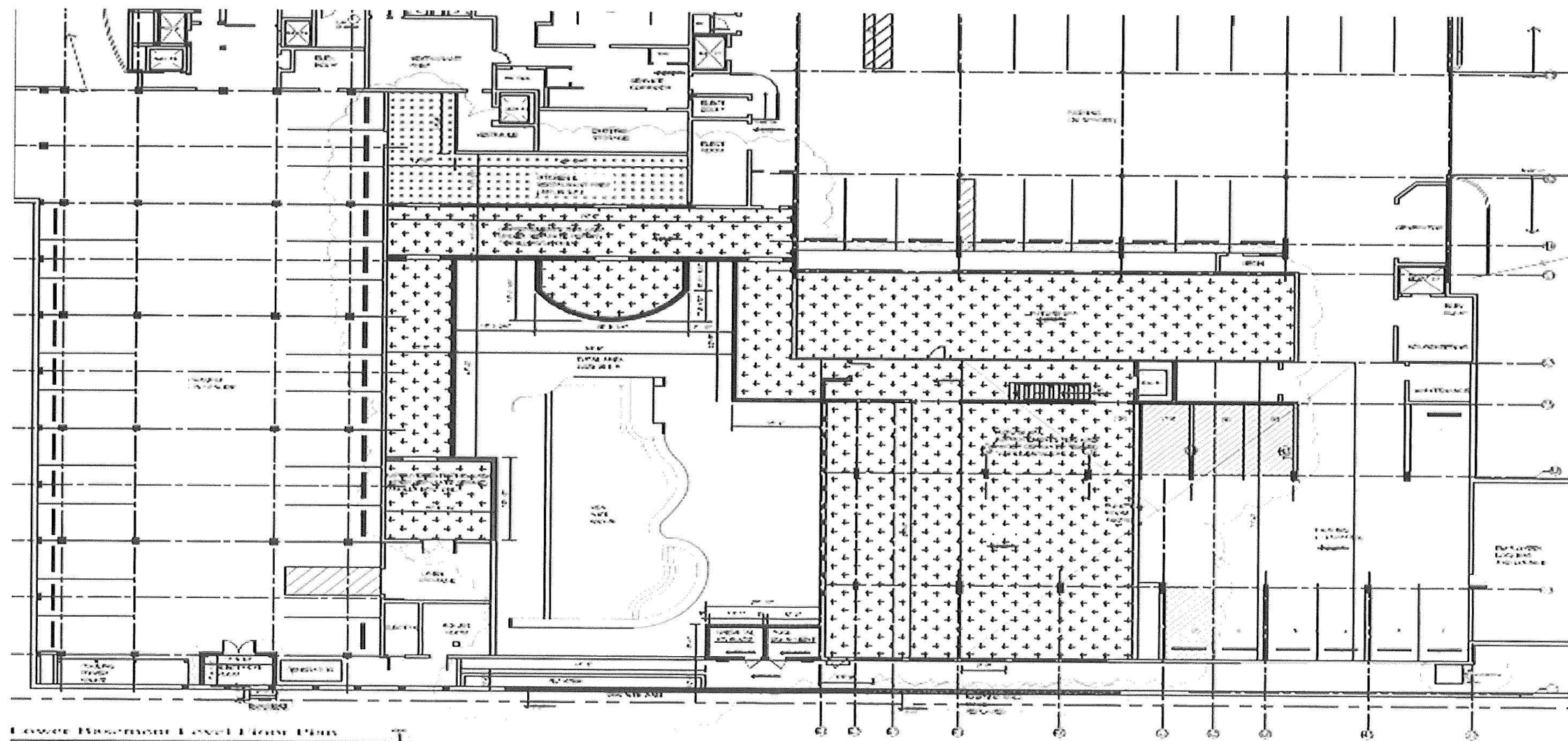
This is the
view of our
neighbor's
landscaping



SITE PLAN CHANGE #18
REQUEST CO SHELL ON
SPA – SECOND FLOOR DINING-FUNCTION ROOM

43

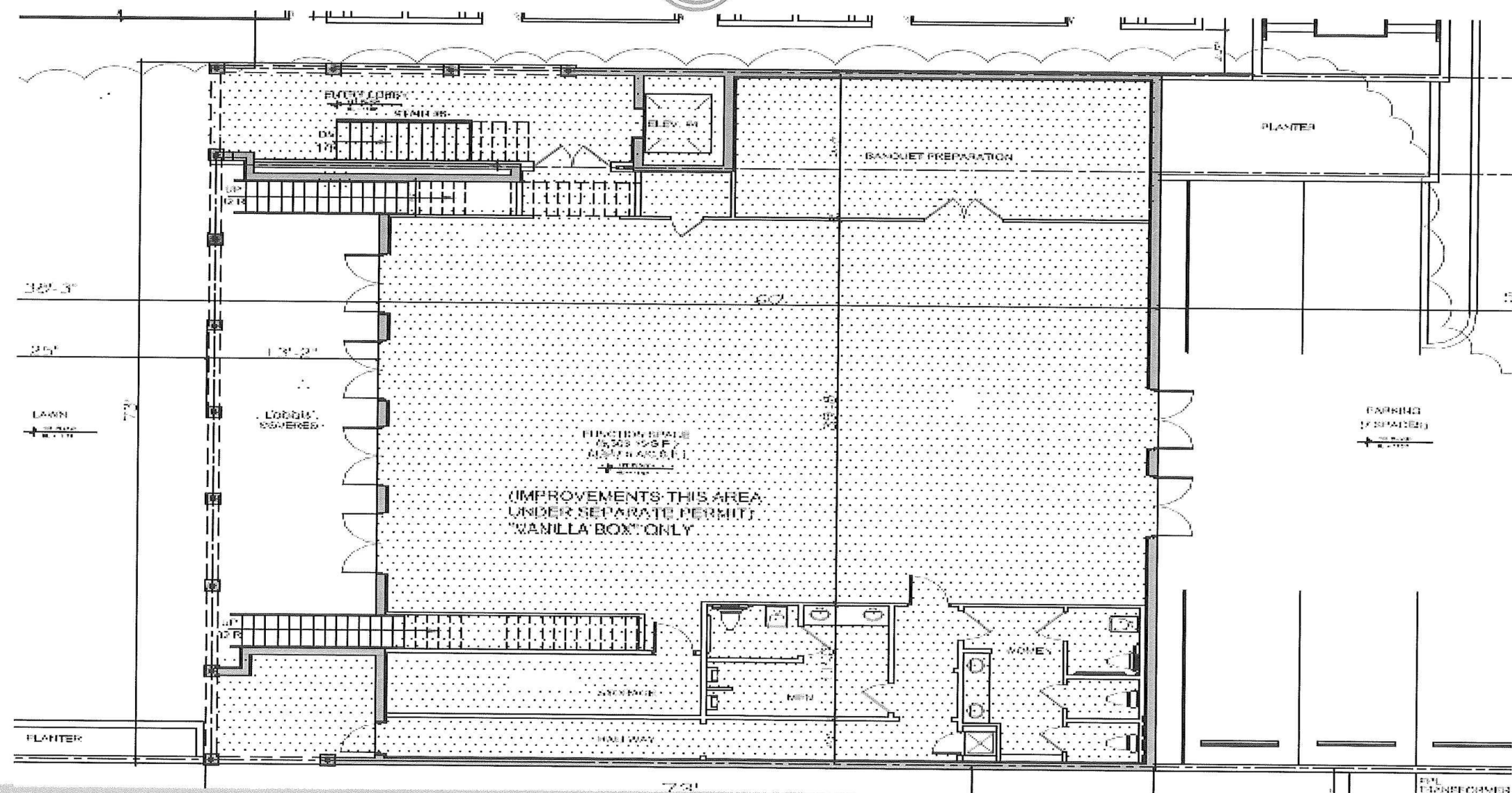
SPA



SITE PLAN CHANGE #18
REQUEST CO SHELL ON
SPA – SECOND FLOOR DINING-FUNCTION ROOM

44

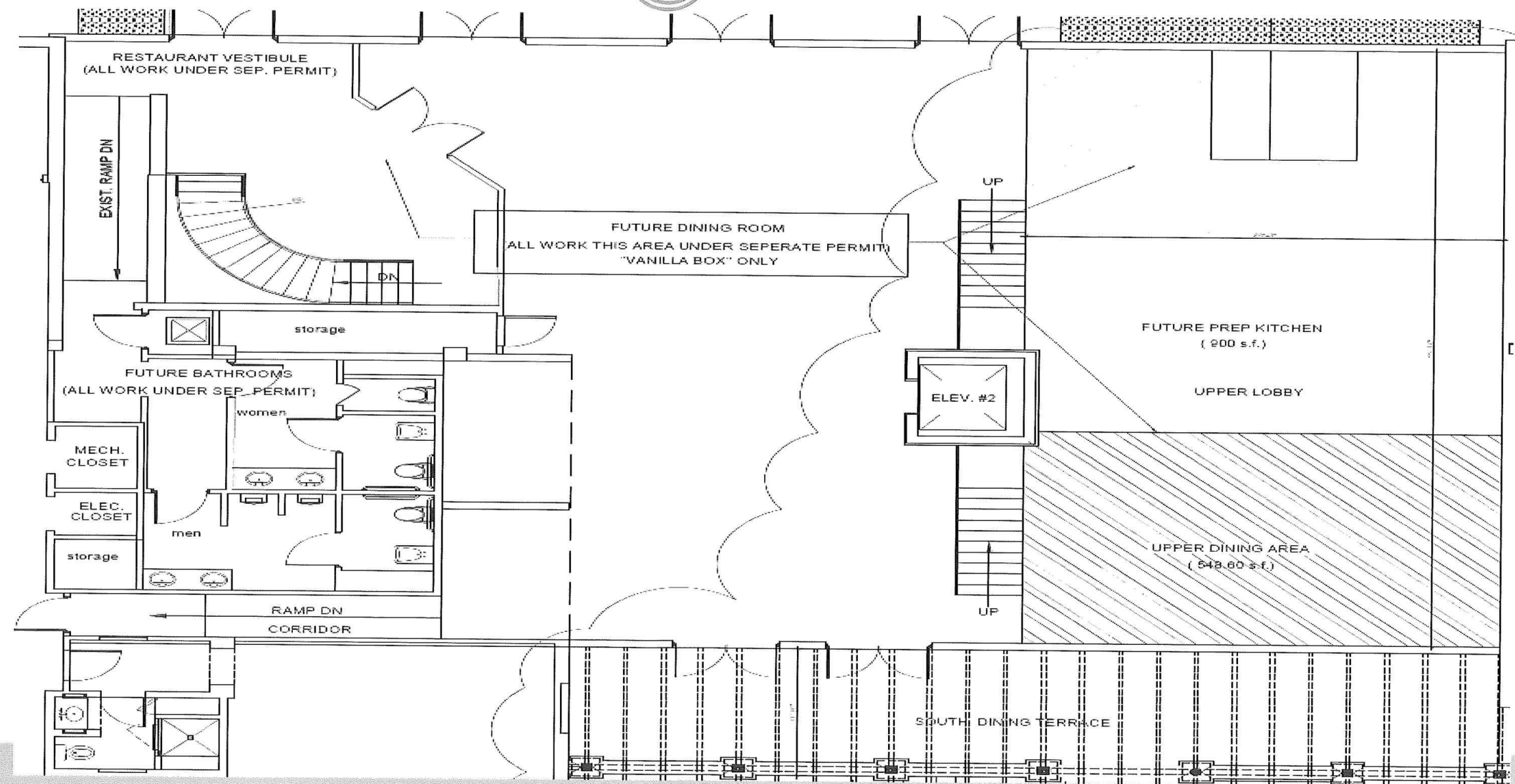
Function
Room



SITE PLAN CHANGE #18
REQUEST CO SHELL ON
SPA – SECOND FLOOR DINING-FUNCTION ROOM

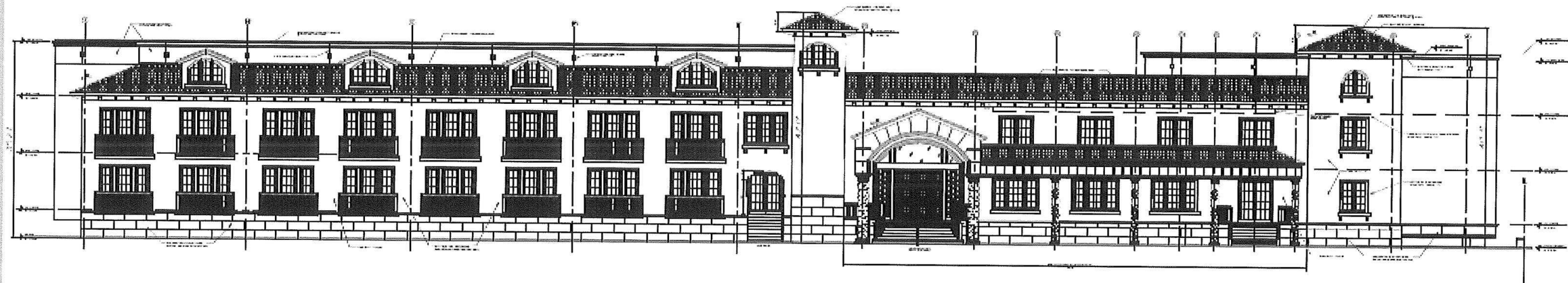
45

2nd Floor
Dining

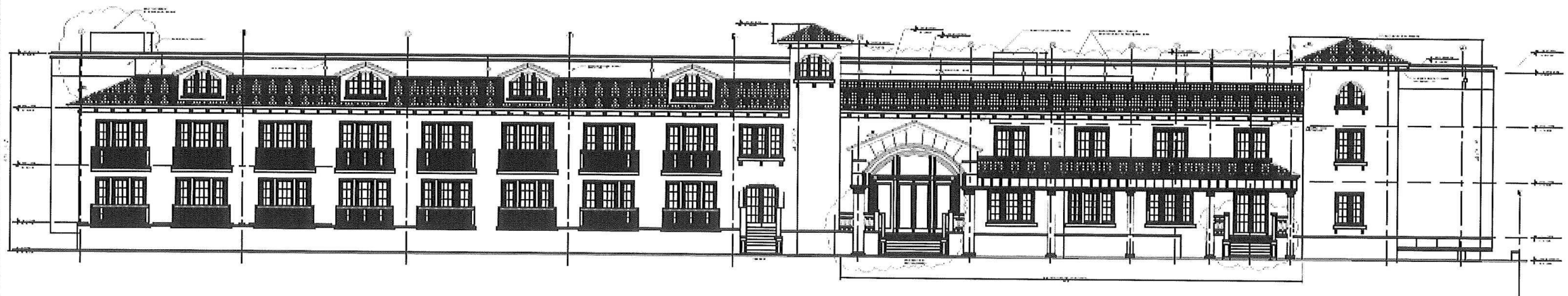


A variance for the height and overall height of the new parapet roofing design and material to be 35.27 feet from zero datum (no change from existing) in lieu of the 30 foot maximum overall building height allowed by Code in the C-B Zoning District.

46



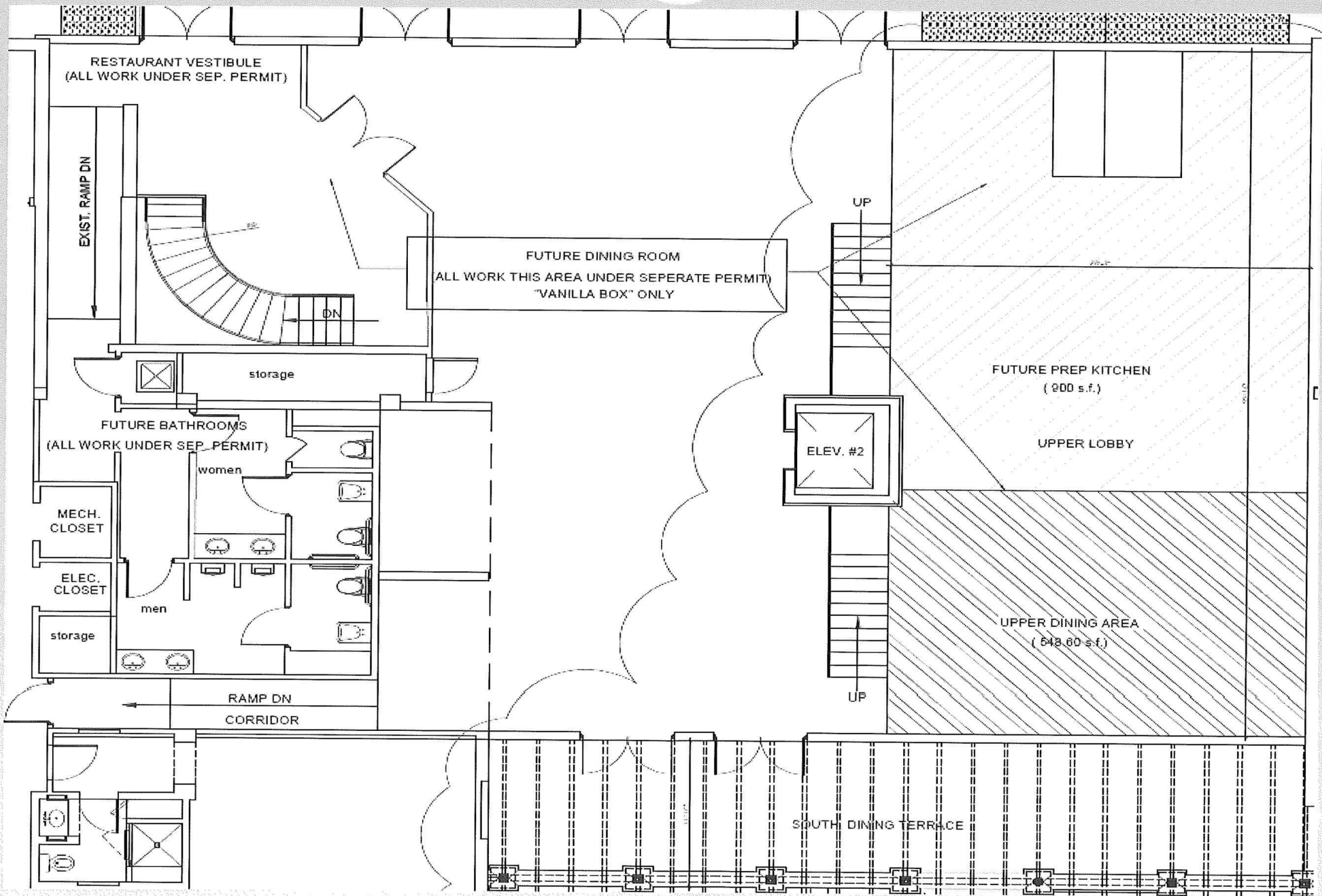
① North Elevation- APPROVED



② North Elevation- PROPOSED

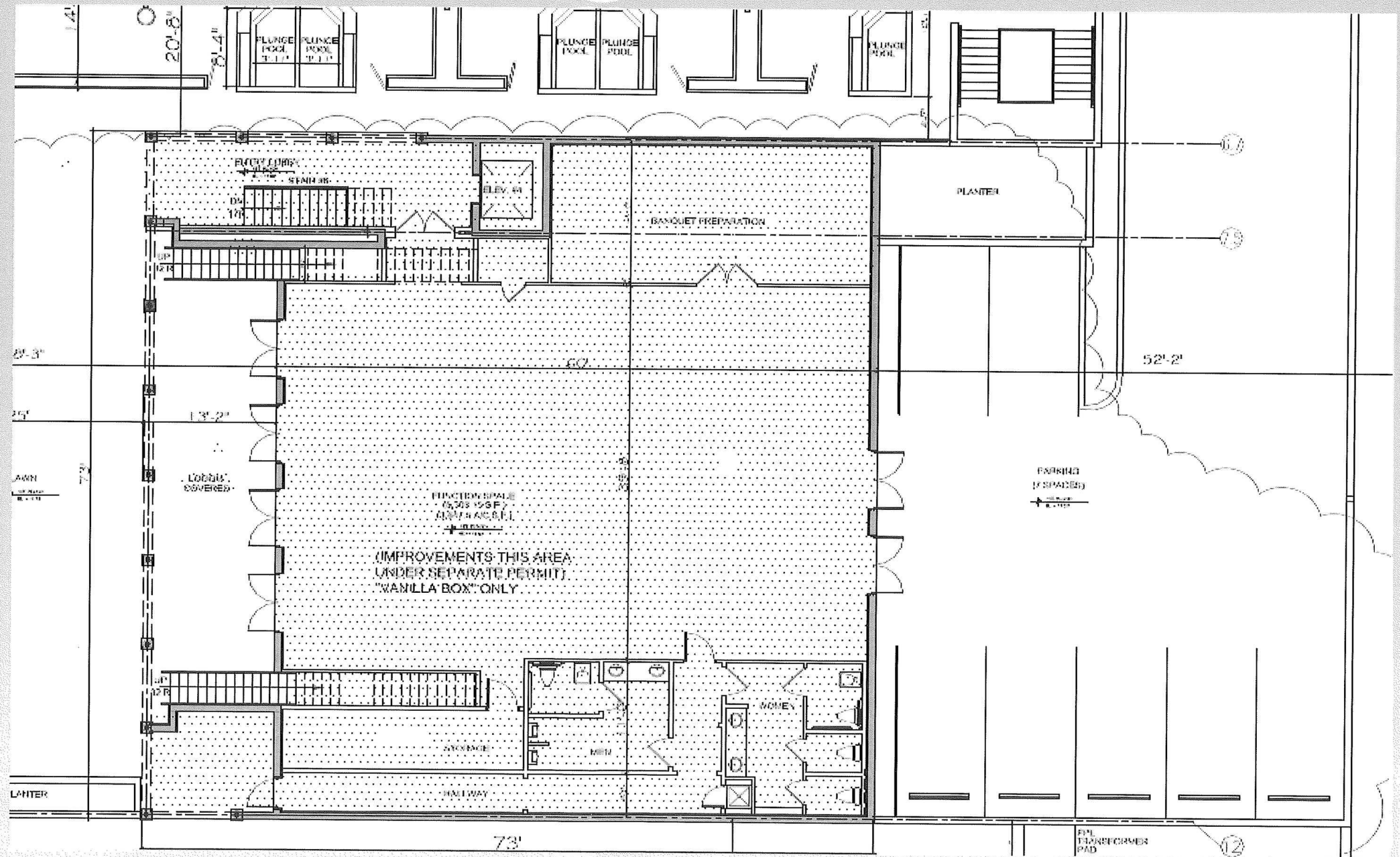
A variance for 4 parking spaces due to the additional floor 986 square feet created above the lobby for additional dining and kitchen facilities (no increase in number of seats) and a variance for 3 parking spaces due to the addition of a kitchen prep area which totals 831 square feet in the basement for a total of 7 parking spaces that would be required.

2nd
Floor
Kitchen



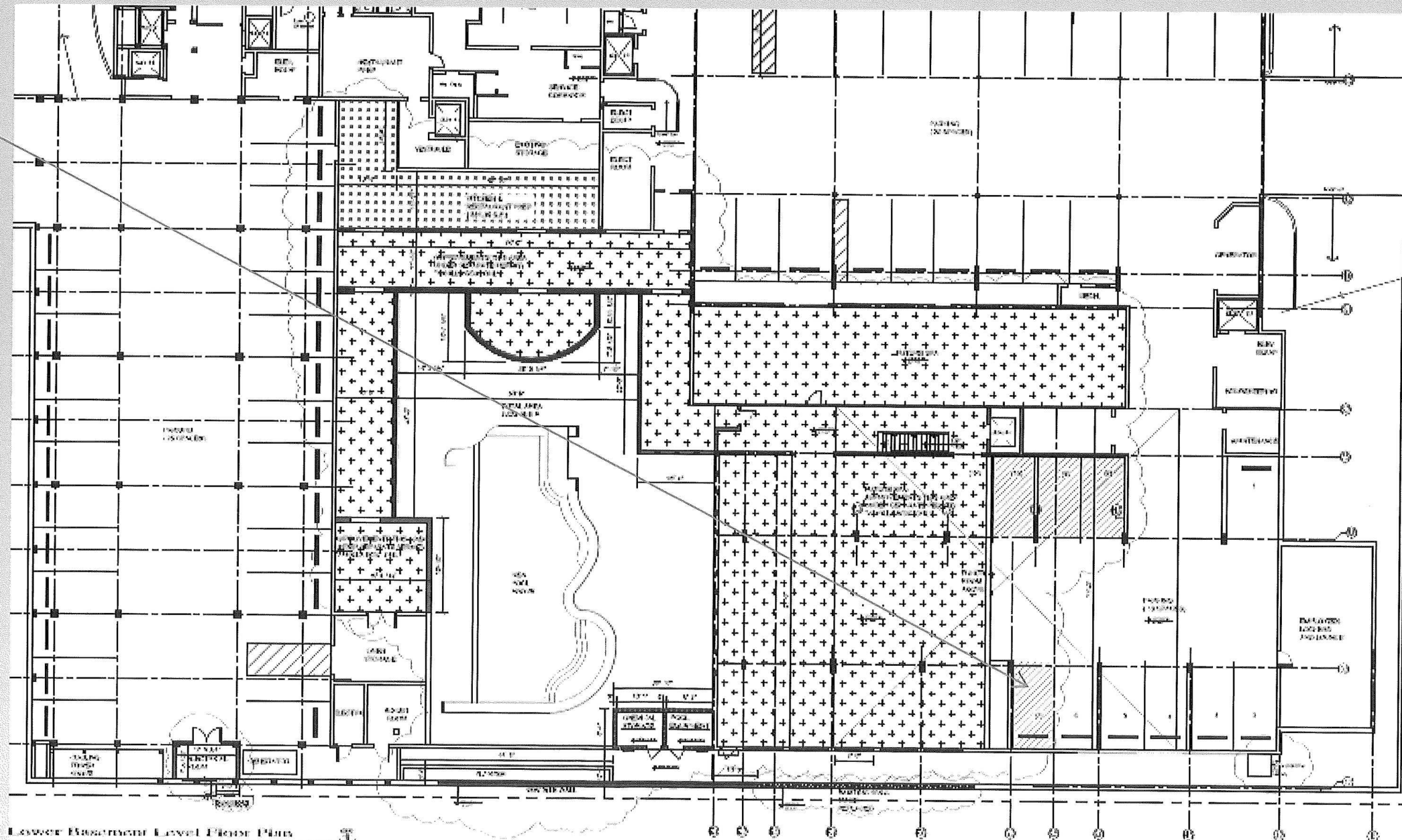
A variance for 4 parking spaces due to the additional floor 986 square feet created above the lobby for additional dining and kitchen facilities (no increase in number of seats) and a variance for 3 parking spaces due to the addition of a kitchen prep area which totals 831 square feet in the basement for a total of 7 parking spaces that would be required.

Function Room Moves to the east



A variance for 4 parking spaces due to the additional floor 986 square feet created above the lobby for additional dining and kitchen facilities (no increase in number of seats) and a variance for 3 parking spaces due to the addition of a kitchen prep area which totals 831 square feet in the basement for a total of 7 parking spaces that would be required.

Spa
parking
increases





- Wall lettering - 12" x 141" = 11.75sf
(1/4" alum. plate letters pin mounted to wall, painted blue to match existing S. County Rd. letters)
- Window lettering - 12" x 36" = 3sf
(existing)
- Total Proposed wall lettering + exist. window lett. - 11.75sf + 3 = 14.75sf
- Total signage allowed = 20sf

South Elevation Frontage - 32' 7"

420 S. County Rd. - South Elevation (Worth Ave.)

Submitted at Mtg

8/15/12

A G R E E M E N T

THIS AGREEMENT, made and entered into this 6 day
of March, 1979, by and between the TOWN OF PALM BEACH
(hereinafter referred to as the "TOWN"), and POINCIANA PROPERTIES
LTD., a Virginia Limited Partnership, authorized to do business in
Florida (hereinafter referred to as "Partnership").

W I T N E S S E T H:

WHEREAS, Partnership made an application for variance
No. 39-78 with respect to the property known as the Royal Poinciana
Plaza on Coconut Row in the Town of Palm Beach located on land
situate, lying and being in the Town of Palm Beach, Palm Beach
County, Florida; more particularly described on the sheet attached
hereto as Exhibit A; and

WHEREAS, after public notice and a public hearing on
the Partnership application, the Town Council of the Town of Palm
Beach granted said variance No. 39-78 with modifications of the
original plan at its meeting of February 13, 1979 subject
to the following conditions; and

WHEREAS, Partnership suggested and volunteered some of
said conditions and by this agreement does hereby covenant and
agree with TOWN that the conditions hereinafter set forth have
become binding obligations on the part of Partnership, and upon
its successors and assigns.

NOW, THEREFORE, know all men by these presents that in
consideration of the premises hereinbefore set forth and for other

THIS INSTRUMENT WAS PREPARED BY
PATRICIA L. WOODFORD
ATTORNEY AT LAW
DEPT. OF REVENUE, PALM BEACH, FLORIDA 33480

- TOWN FILE 3073 PAGE 386
SEAL FILE 3073 PAGE 386

Ex. A

good and valuable considerations, the parties do hereby agree as follows:

1. The granting of variance No. 39-78 is contingent upon and subject to compliance by Partnership with the following conditions, to wit:

A. Immediately upon the complete execution of this agreement, Partnership shall simultaneously execute a stipulation with the Town to dismiss the legal action against the TOWN for "Declaratory Judgment and Injunctive Relief" filed in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida No. 76-508-CA (1) 01 B Civil Division and thereafter stipulation shall be filed and the action shall be dismissed with prejudice.

B. Upon completion of the modified construction proposed to the Council, the buildings and the property shall conform to the requirements of the Zoning Code of TOWN except as to the number and size of non-conforming parking spaces then existing in the Royal Poinciana Plaza and the size of the spaces now existing (and to be added upon demolition of the "Slat Botse" and to be added as shown in "shaded blocks" on plans) which will continue to be used. No other non-conformity will be permitted.

C. Upon completion of the project, there will be over 16% of landscape open space, as defined by the Zoning Code of TOWN and determined by the Building Official. After construction is completed and certificate of occupancy is issued

there shall be no conversion of any landscaped areas to paved areas without approval of the Town.

D. All landscaping must be approved on site by Honorable Thomas Mettler, a member of the Town Council, before a certificate of occupancy is granted. In granting such approval said Town Council member will be looking for substantial conformity with both Town Ordinance requirements and with the plans submitted (and to be submitted) and on file with the Building Official. However, the parking spaces which could have been provided in the northeast corner of the property and along the perimeter roads on the east boundary of the property will be eliminated as directed by the Town Council which will add to the number of non-conforming parking spaces permitted.

E. Creation of Unity of Title to prohibit the separate conveyance of any portion of Royal Poinciana Plaza.

2. Subsequent to the completion of construction and during its ownership of the Royal Poinciana Plaza the Partnership (and during the ownership of any purchaser) agrees to perform as follows:

A. In the event of the demise of the historic Mysore Fig Tree, that area within the curb around the base of the tree will be maintained in its entirety as an open landscaped space.

B. There shall be no construction of any new buildings in the Royal Poinciana Plaza after completion of construction of Building B (located in the northwest corner of the Plaza) contemplated under

variance No. 39-73 herein, however, this shall not prohibit construction of alterations or renovations of any buildings in the Plaza which does not increase number of square feet in said buildings. The compromise plan as finally granted by the Town provides for the destruction of all but approximately 2,400 sq. ft. of the easterly portion of the present "old playhouse building a/k/a Slat House" (located in the southeast corner of the Plaza) and conversion of this area to landscaped parking spaces of the same size as those now in the Plaza. The plans for renovation of the easterly portion of the present "old playhouse building a/k/a Slat House" shall be approved by the Architectural Commission of the Town of Palm Beach. Building A as proposed in the variance application shall not be constructed but shall remain as landscaped parking area.

C. It will not object to or contest by legal action any zoning which precludes further development of any nature in the Plaza and further it will not instigate or participate in legal action to repeal current zoning ordinance.

D. It will not require any retail shop in Royal Poinciana Plaza by lease or otherwise to maintain evening hours of operation and will prohibit all but 10% of total square footage of said retail shops from remaining open after 6:00 p.m.

E. It will continue to lease the space now occupied and used by the "Poinciana Theater" only for use as a theater of the performing and/or visual arts and

for lectures or other special events. The current Lessee has agreed that there will be only one matinee performance during the business week (Monday-Friday) beginning with July 1, 1979 through June 30, 1983. Upon entering into a new lease, i.e. after June 30, 1983, it will permit no theater matinees during the week but only on weekends. This will not preclude the use of the theater for lectures or other special events on the weekends during the remainder of the year when theater productions are not being presented.

F. It will include a restrictive clause in any contract of sale of the Plaza whereby the purchaser agrees to prohibit use of the "Poinciana Theater" for any purpose other than as set forth in paragraph E above and that said restriction shall be contained in the deed of conveyance to purchaser.

G. It will not allege economic hardship as a basis to abrogate any of the terms of this agreement.

3. The above conditions shall be construed to be covenants and restrictions running with the land and shall be in full force and effect so long as the structure currently known as the Royal Poinciana Plaza continues to be in existence and is located upon the above-described premises. However, none of the above shall bind Partnership or any subsequent owners of the Royal Poinciana Plaza to this agreement or the current zoning ordinance if at some future date that ordinance is revised as it applies to the plaza and thereby provides for further development possibilities.

4. Upon any breach of the above covenants and conditions by Partnership or its successors and assigns, TOWN shall have all

the rights and remedies allowed by law to require strict compliance with the said covenants and conditions.

5. Under the TOP, with Sanitary Sewage Good Faith Amendment, the commercial allocation will be used in its entirety for this project and Council has approved 1500 gallons more per day to be allocated to accommodate this project.

6. This agreement shall inure to and be binding upon the successors and assigns of the parties hereto. This agreement may be changed only by written amendment executed by the TOWN and Partnership or its successors or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first aforesaid.

ATTESTED BY:

Grace T. Peters
Grace T. Peters, Town Clerk

By:

TOWN OF PALM BEACH
George R. Frost
George R. Frost, Town Manager

CORPORATE SEAL

APPROVED

August 6 1979
Indira K. Hult
Indira K. Hult, Town Attorney

By:

POINCIANA PROPERTIES, LTD.
James E. Cagney (D.S.)
General Partner

Dwight Rogers
Charles C. Rogers
As to Partnership

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

Before me the undersigned authority personally appeared GEORGE R. FROST and GRACE T. PETERS, Town Manager and Town Clerk respectively of the Town of Palm Beach, a municipal corporation located in Palm Beach County, Florida, known to me to be the individuals described in and who executed the foregoing agreement on behalf of the Town of Palm Beach and they acknowledged before me that they executed the same for the purposes therein expressed.

Witness my hand and official seal this 6th day of January, 1979.

(NOTARY SEAL)

James E. Cagney
Notary Public in and for the State and County aforesaid

My Commission Expires: 1980

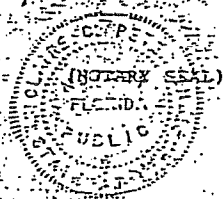
PAID 300 3073 PAGE 205

STATE OF FLORIDA)
 : SS
COUNTY OF PALM BEACH)

Before me the undersigned authority personally appeared
JAMES COMYNS, General Partner of Poinciana Properties, Ltd., a
Virginia Limited Partnership, known to me to be the individual des-
cribed in and who executed the foregoing agreement, and acknowledged
before me that he executed the same for the purposes herein expressed.

Witness my hand and official seal this 12 day of

March 1979.



Claire C. Peterson
Notary Public in and for the
State and County aforesaid

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec 31, 1979
Issued by American Bar & Company, Inc.

DESCRIPTION

On the north by the southerly right-of-way line of Royal Poinciana Way; on the east by the westerly right-of-way line of Coconut Row; on the west by the Waters of Lake Worth; on the south by the following described line:

Commencing at the intersection of the northerly right-of-way line of White Hall Way with the westerly right-of-way line of Coconut Row, as said streets are described in deed recorded in Deed Book 816, page 477 and subsequent pages, public records of Palm Beach County, Florida; thence northerly along the said westerly right-of-way line of Coconut Row, a distance of 44.78 feet to the beginning of a curve concave to the east having a radius of 129.60 feet and a central angle of $22^{\circ}-51'-30''$; thence northerly along the arc of said curve, a distance of 137.42 feet, to the tangent to said curve; thence northerly along said tangent, a distance of 59.62 feet to the point of beginning of the herein described south line; thence westerly taking an angle from south-west to west of $66^{\circ}-14'-30''$, a distance of 227.26 feet; thence northerly at right angles, a distance of 25 feet; thence westerly at right angles, a distance of 293.43 feet to the beginning of a curve to the northeast, having a radius of 65.03 feet and a central angle of $25^{\circ}-42'-43''$, a distance of 97.28 feet; thence northwesterly, a distance of 31.98 feet, more or less, to the southeast corner of a parcel of land described in Deed Book 1011, page 226. Public Records of Palm Beach County, Florida, said southeast corner is located in the arc of a curve concentric with the last herein described curve, and having a radius of 90.03 feet and a central angle of $102^{\circ}-55'-30''$ and is 4.19 feet southerly from a point of reverse curve; thence northerly along the arc of the just described curve, a distance of 4.19 feet to the point of reverse curvature, of a curve concave to the west, having a radius of 511.29 feet and a central angle of $15^{\circ}-35'-22''$; thence northerly along the arc of said reverse curvature, a distance of 97.62 feet to a point in a line parallel with and 461.2 feet southerly from (measured at right angles to) the southerly right-of-way line of Royal Poinciana Way, said line also being described in Deed Book 1011, page 226. Public Records of Palm Beach County, Florida; thence westerly along said parallel line, a distance of 191.06 feet, more or less, to the waters of Lake Worth and the end of the herein described southerly line.

Excepting, however, so much of a nearly rectangular area of land, together with riparian or littoral rights appurtenant or incident thereto, as is included in the foregoing described parcel of land, and which nearly rectangular area of land has a southerly boundary of 208.44 feet, an easterly boundary of 71.2 feet, a northerly boundary of 190.74 feet plus 12.08 feet on two different courses coinciding with the south line of the "east approach of Flagler Memorial Bridge", and having a westerly boundary of 71.88 feet coinciding with the west face of an existing concrete bulkhead with the Waters of Lake Worth, and all as such nearly rectangular area of land and riparian and littoral rights appurtenant or incident thereto are more particularly described and were conveyed in deed of Florida East Coast Hotel Company to Town of Palm Beach, dated September 11, 1939, recorded in Deed Book 592, page 575 of the Public Records of Palm Beach County, Florida.

PALM BEACH REC 3073 PAGE 387

RECORDED
Palm Beach, Fla.
Nov. 1, 1940
(Palm Beach Co.)

EXHIBIT "A"

AMENDMENT TO AGREEMENT

THIS AGREEMENT, amending the agreement dated the 27th day of February, 1979, between the TOWN OF PALM BEACH, and POINCIANA PROPERTIES, LT., a Virginia Limited Partnership, authorized to do business in Florida with the parties to this agreement being the TOWN OF PALM BEACH (hereinafter referred to as the "TOWN") and SIDNEY SPIEGEL, TRUSTEE (hereinafter referred to as "SPIEGEL").

WITNESSETH:

WHEREAS, Partnership made an application for variance No. 39-78 with respect to the property known as the Royal Poinciana Plaza on Coconut Row in the Town of Palm Beach located on land situate, lying and being in the Town of Palm Beach, Palm Beach County, Florida, more particularly described on the sheet attached as Exhibit A on said agreement, and

WHEREAS, after public notice and a public hearing on the Partnership application, the Town Council of the Town of Palm Beach granted said variance No. 39-78 with modifications of the original plan at its meeting of February 13, 1979, subject to conditions stated therein, and

WHEREAS, SPIEGEL has purchased the Royal Poinciana Plaza property and has as a part of the purchase agreed to be bound by all the terms and conditions of said agreement, and

WHEREAS, SPIEGEL has made application for and has received from the TOWN certain amendments and changes from said agreement and the parties desire to make said amendments and changes binding obligations binding on SPIEGEL.

NOW, THEREFORE, know all men by these presents that in consideration of the premises herein and for other good and valuable considerations, the parties do hereby amend the agreement dated the 27th day of February, 1979, as follows:

1. The building permit issued to Poinciana Properties, Ltd. and transferred to SPIEGEL for the construction of the new building on the shores of Lake Worth shall be modified so as to permit the remodelling, refurbishing and reconditioning of the "Slat House" rather than the construction of said new building "B" provided:

(a) The roof line of the Slat House will not be any higher than the presently existing east portion.

(b) There will be no change in the size and number of parking spaces in the plaza as provided in the said agreement. The non-conformity of spaces is based on one parking space per 300 square feet of leasable floor area.

(c) Buildings "A" and "B" as described in said agreement will not be constructed, and the building permit for building "B" (#006764-Re-issue #B-7748) shall be surrendered and cancelled.

(d) There will be no construction outside of the present walls and roof of the Slat House, and it will have the same exterior appearance and same exterior architectural style as now exists.

(e) The net leasable area in the Slat House after completion of renovations will not exceed 37,000 square feet, including the new second story floor being added to the interior.

2. All references to demolition of the Slat House and construction of Building "B" will be deleted from the said agreement.

3. Any uses which will be implemented inside the Slat House building after the completion of the alteration/conversion work will be in full compliance with the Town's zoning ordinance applicable to the property as it may be amended or modified on or before March 31, 1980, provided:

(a) Parking shall remain as herein permitted and as permitted in the previous agreement which this agreement amends at one space per 300 square feet of leasable area.

(b) The proposed restaurant use in the Slat House be continued as a permitted use.

(c) The proposed new restaurant will be no larger in floor area than that restaurant proposed for building "B".

4. Work shall be commenced on or before six months from the date of this Agreement.

5. The Slat House alterations and reconstruction shall comply with the Town's building, electrical, plumbing and

and mechanical codes in all respects except as herein specifically agreed otherwise.

6. All the remaining terms and conditions of the said agreement shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first aforesaid.

Attested by:

Grace T. Peters
Grace T. Peters, Town Clerk

TOWN OF PALM BEACH

By:

George R. Frost, Town Manager

CORPORATE SEAL

APPROVED:

May 12 1980
Edgar L. Hill
Special Counsel TOWN ATTORNEY

By:

Sidney Spiegel
Sidney Spiegel, Trustee

Charles H. Wilson
Leon O. Thompson
As to Sidney Spiegel, Trustee

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me the undersigned authority personally appeared GEORGE R. FROST and GRACE T. PETERS, Town Manager and Town Clerk respectively of the Town of Palm Beach, a municipal corporation located in Palm Beach County, Florida, known to me to be the individuals described in and who executed the foregoing agreement on behalf of the Town of Palm Beach and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of May, 1980.

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME the undersigned authority personally appeared SIDNEY SPIEGEL, TRUSTEE, known to me to be the individual described in and who executed the foregoing agreement, and acknowledged before me that he executed the same for the purposes herein expressed.

WITNESS my hand and official seal this 9th day of May, 1980.

J. H. L. L. L.
Notary Public

Notary Public, State of Florida, At Large
My Commission Expires June 1, 1982
Notary Seal Number 1111, Commission 1111

Leon O. Thompson
Notary Public

Notary Public, State of Florida, At Large
My Commission Expires June 1, 1982
Notary Seal Number 1111, Commission 1111

COPY

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

CIVIL ACTION NO.: 502009CA035248 AN

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Petitioner,

-vs-

Parcels No.: 100 / 101

TOWN OF PALM BEACH, a
Florida municipal corporation, et al.,

Defendants.

_____ /

ORDER OF TAKING

THIS CAUSE coming on to be heard by the Court, and it appearing that proper notice was first given to all the Defendants and to all persons having or claiming any equity, lien, title, or other interest in or to the real property described in the Petition that the Petitioner would apply to this Court on the 22nd day of January, 2010, for an Order of Taking, and the Court being fully advised in the premises, upon consideration, it is, therefore,

ADJUDGED:

1. That the Court has jurisdiction of the subject matter of and the parties to this cause;
2. That the pleadings in this cause are sufficient, and the Petitioner is properly exercising its delegated authority;

3. That each Estimate of Value filed in this cause by the Petitioner was made in good faith and based upon a valid appraisal;

4. That upon the payment of the deposit hereinafter specified into the Registry of this Court, all right, title or interest specified in the Petition as described herein shall vest in the Petitioner;

Item/Segment No. 4124892
(Section No. 93060-2527)
(04-30-08)

Fee Simple Right of Way

Parcel No. 100 State Road A-1-A Palm Beach County Description

A portion of land lying South of and adjacent to State Road A-1-A (Royal Poinciana Way) in Government Lot 1, Section 22, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of Tract 13, BREAKERS ROW PLAT NO. 1 - REPLAT, according to the plat thereof, as recorded in Plat Book 46, Page 188, of the Public Records of Palm Beach County, Florida; thence North $88^{\circ}54'30''$ West along the Southerly Existing Right of Way Line for said State Road A-1-A (Royal Poinciana Way) and its extension, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 4124892, Section No. 93060-2527, a distance of 603.57 feet; thence North $01^{\circ}05'30''$ East along said Southerly Existing Right of Way Line, a distance of 10.00 feet; thence North $88^{\circ}54'30''$ West continuing along said Southerly Existing Right of Way Line, a distance of 34.75 feet to the POINT OF BEGINNING; thence South $00^{\circ}06'10''$ East, a distance of 49.66 feet; thence South $82^{\circ}43'52''$ West, a distance of 149.45 feet; thence North $88^{\circ}58'37''$ West, a distance of 62.24 feet; thence North $06^{\circ}04'30''$ East, a distance of 71.88 feet to a point on said Southerly Existing Right of Way Line for State Road A-1-A (Royal Poinciana Way); thence South $88^{\circ}11'30''$ East along said Southerly Existing Right of Way Line, a distance of 12.08 feet; thence South $88^{\circ}54'30''$ East continuing along said Southerly Existing Right of Way Line, a distance of 190.74 feet to the POINT OF BEGINNING.

Containing 13,146 square feet, more or less.

Item/Segment No. 4124892
(Section No. 93060-2527)

Fee Simple Right of Way

Parcel No. 100	State Road A-1-A	Palm Beach County	Description
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(Continued from Previous Page)

OWNED BY: TOWN OF PALM BEACH, a Florida municipal corporation

ENCUMBERED BY: EASEMENT, and all subsequent supplements thereto, recorded in O.R. Book 3722, Page 1952, Public Records of Palm Beach County, Florida, in favor of: FLORIDA POWER AND LIGHT COMPANY, a Florida corporation.

Item/Segment No. 4124892
(Section No. 93060-2527)
(07-09-09)

Fee Simple Right of Way

Parcel No. 101 State Road A-1-A Palm Beach County Description

A portion of land lying in Section 22, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of Tract 13, BREAKERS ROW PLAT NO. 1 - REPLAT, according to the plat thereof, as recorded in Plat Book 46, Page 188, of the Public Records of Palm Beach County, Florida; thence North 88°54'30" West along the Southerly Existing Right of Way Line for said State Road A-1-A (Royal Poinciana Way) and its extension, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 4124892, Section No. 93060-2527, a distance of 603.57 feet; thence continue along said Southerly Existing Right of Way Line for State Road A-1-A (Royal Poinciana Way) for the next three (3) calls: (1) North 01°05'30" East, a distance of 10.00 feet; thence (2) North 88°54'30" West, a distance of 225.49 feet; thence (3) North 88°11'30" West, a distance of 12.08 feet to a point on the Southerly Bulkhead Line for the Intracoastal Waterway as shown on said map; thence South 06°04'30" West along said Bulkhead Line, a distance of 67.55 feet to the POINT OF BEGINNING; thence continue South 06°04'30" West, a distance of 4.33 feet; thence South 88°58'37" East, a distance of 62.24 feet; thence South 82°43'52" West, a distance of 135.89 feet; thence North 07°00'31" East, a distance of 25.10 feet; thence South 88°06'53" East, a distance of 70.00 feet to the POINT OF BEGINNING.

Containing 1,637 square feet, more or less.

AND

A portion of land lying South of and adjacent to State Road A-1-A (Royal Poinciana Way) in Section 22, Township 43 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

(Continue on the next page)

Item/Segment No. 4124892
(Section No. 93060-2527)
(07-09-09)

Fee Simple Right of Way

Parcel No. 101 State Road A-1-A Palm Beach County Description

Commence at the Northwest Corner of Tract 13, BREAKERS ROW PLAT NO. 1 - REPLAT, according to the plat thereof, as recorded in Plat Book 46, Page 188, of the Public Records of Palm Beach County, Florida; thence North 88°54'30" West along the Southerly Existing Right of Way Line for said State Road A-1-A (Royal Poinciana Way) and its extension, as shown on the Florida Department of Transportation right of Way Map for Item/Segment No. 4124892, Section No. 93060-2527, a distance of 383.56 feet to the POINT OF BEGINNING; thence South 01°05'30" West, a distance of 20.00 feet; thence North 88°54'30" West, a distance of 120.00 feet; thence South 82°43'52" West, a distance of 135.16 feet; thence North 00°06'10" West, a distance of 49.66 feet to a point on the Southerly Existing Right of Way Line for said State Road A-1-A (Royal Poinciana Way); thence continues along said Southerly Existing Right of Way line for the next three (3) calls:
(1) South 88°54'30" East, a distance of 34.75 feet; thence
(2) South 01°05'30" West, a distance of 10.00 feet; thence
(3) South 88°54'30" East, a distance of 220.01 feet to the POINT OF BEGINNING.

Containing 6,751 square feet, more or less.

All together containing 8,388 square feet, more or less.

Item/Segment No. 4124892
(Section No. 93060-2527)

Fee Simple Right of Way

Parcel No. 101 State Road A-1-A Palm Beach County Description

(Continued from Previous Page)

OWNED BY: SIDNEY SPIEGEL, as Successor Trustee, under the provisions of a certain Trust Agreement dated October 25, 1984, and known as Trust No. 31520371

ENCUMBERED BY: MEMORANDUM OF GROUND LEASE, and all subsequent supplements thereto, recorded in O.R. Book 22551, Page 401, Public Records of Palm Beach County, Florida, in favor of: STERLING PALM BEACH, LLC, a Florida limited liability company.

EASEMENT, and all subsequent supplements thereto, recorded in O.R. Book 3722, Page 1952, Public Records of Palm Beach County, Florida, in favor of: FLORIDA POWER AND LIGHT COMPANY, a Florida corporation.

UNRECORDED LEASE in favor of ADVANCED MENTAL HEALTH CARE, INC., a Florida corporation.

UNRECORDED LEASE in favor of ALATA PALM BEACH, INC., a Florida corporation.

UNRECORDED LEASE in favor of ALLEY, MAASS, ROGERS & LINDSAY, P.A., a Florida Corporation.

UNRECORDED LEASE in favor of ALPHABET SOUP, LLC, a Florida limited liability company,

UNRECORDED LEASE in favor of ANGELO'S OF PALM BEACH, INC., a Florida corporation.

UNRECORDED LEASE in favor of CONNIE BEAUDOIN.

UNRECORDED LEASE in favor of BG STRATEGIC ADVISORS, LLC, a Florida limited liability company.

UNRECORDED LEASE in favor of BOCA NURSING SERVICES, INC., a Florida corporation.

Item/Segment No. 4124892
(Section No. 93060-2527)

Fee Simple Right of Way

Parcel No. 101 State Road A-1-A Palm Beach County Description

(Continued from Previous Page)

OWNED BY: SIDNEY SPIEGEL, as Successor Trustee, under the provisions of a certain Trust Agreement dated October 25, 1984, and known as Trust No. 31520371

ENCUMBERED BY: NOTICE OF COMMENCEMENT recorded in O.R. Book 22904, Page 1259, Public Records of Palm Beach County, Florida, in favor of BUCKEYE PLUMBING, INC., a Florida corporation,

UNRECORDED LEASE in favor of CHIROPRACTIC CARE OF PALM BEACH, INC., a Florida corporation.

UNRECORDED LEASE in favor of D'AMBROSIO MANAGEMENT COMPANY, INC., a Florida corporation.

UNRECORDED LEASE in favor of Dr. SUSAN LEE, LCSW.

UNRECORDED LEASE in favor of EDGARDO ARTURO GRANDE, DMD, P.A., a Florida dissolved corporation.

UNRECORDED LEASE in favor of EDWARD, INC., a Florida corporation.

UNRECORDED LEASE in favor of FLORIDA INSTITUTE FOR RECOVERY AND SEX THERAPY, INC., a Florida corporation.

UNRECORDED LEASE in favor of FRANCIS P. CONROY, D.M.D., P.A., a Florida corporation.

UNRECORDED LEASE in favor of GRAND PRIX IHM, INC., a Florida corporation.

UNRECORDED LEASE in favor of HILLSTONE RESTAURANT GROUP, INC., a Delaware corporation.

UNRECORDED LEASE in favor of HOME OFFICE TRANSPORT, LLC, a Florida limited liability company.

UNRECORDED LEASE in favor of INNKEEPERS USA LIMITED PARTNERSHIP, a Virginia Limited Partnership.

Item/Segment No. 4124892
(Section No. 93060-2527)

Fee Simple Right of Way

Parcel No. 101 State Road A-1-A Palm Beach County Description

(Continued from Previous Page)

OWNED BY: SIDNEY SPIEGEL, as Successor Trustee, under the provisions of a certain Trust Agreement dated October 25, 1984, and known as Trust No. 31520371

ENCUMBERED BY: UNRECORDED LEASE in favor of ISLAND HOSPITALITY FLORIDA MANAGEMENT, INC., a Florida corporation.

UNRECORDED LEASE in favor of ISLAND HOSPITALITY MANAGEMENT II, INC., a Florida corporation.

UNRECORDED LEASE in favor of ISLAND HOSPITALITY MANAGEMENT, INC., a Florida corporation.

UNRECORDED LEASE in favor of ISLAND MEDICAL CARE, LLC, a Florida limited liability company.

UNRECORDED LEASE in favor of JUST FOR YOU EXERCISE & RESOURCE CENTRE, INC., a Florida corporation.

UNRECORDED LEASE in favor of LAVANDE PB, INC., a Florida corporation.

UNRECORDED LEASE in favor of LAYNE D. NISENBAUM, D.O., P.A., a Florida corporation.

UNRECORDED LEASE in favor of MARTHA A. GOTTFRIED, INC., a Florida corporation.

UNRECORDED LEASE in favor of MCCARTY CONSULTING, LLC, a Florida Limited Liability Company.

UNRECORDED LEASE in favor of METTLER, SHELTON, RANDOLPH, CARROLL & STERLACCI, P.L., a Florida limited liability company.

UNRECORDED LEASE in favor of MIRSKY REALTY GROUP, LLC, a Florida limited liability company.

Item/Segment No. 4124892
(Section No. 93060-2527)

Fee Simple Right of Way

Parcel No. 101 State Road A-1-A Palm Beach County Description

(Continued from Previous Page)

OWNED BY: SIDNEY SPIEGEL, as Successor Trustee, under the provisions of a certain Trust Agreement dated October 25, 1984, and known as Trust No. 31520371

ENCUMBERED BY: UNRECORDED LEASE in favor of MURPHY REID, LLP, a Florida limited liability partnership.

UNRECORDED LEASE in favor of NRT NEW YORK, LLC, a Delaware limited liability company.

UNRECORDED LEASE in favor of PALISADE CAPITAL MANAGEMENT, LLC, a New Jersey limited liability company.

UNRECORDED LEASE in favor of PARK AVENUE MORTGAGE GROUP OF FLORIDA, INC., a Florida corporation.

UNRECORDED LEASE in favor of POINCIANA MANAGEMENT, INC., a Florida corporation.

NOTICE OF COMMENCEMENT recorded in O.R. Book 23327, Page 1233, Public Records of Palm Beach County, Florida, in favor of PRIME MECHANICAL SERVICES, LLC, a Florida limited liability company.

UNRECORDED LEASE in favor of ROYAL PET GROOMING, INC., a Florida corporation.

UNRECORDED LEASE in favor of SBZZ PALM BEACH, LTD., a Florida limited partnership.

UNRECORDED LEASE in favor of SIDNEY KOHL.

UNRECORDED LEASE in favor of STERLING RETAIL SERVICES, INC., a Florida corporation.

UNRECORDED LEASE in favor of SOTHEY'S INTERNATIONAL REALTY, INC., a Michigan corporation.

Item/Segment No. 4124892
(Section No. 93060-2527)

Fee Simple Right of Way

Parcel No. 101 State Road A-1-A Palm Beach County Description

(Continued from Previous Page)

OWNED BY: SIDNEY SPIEGEL, as Successor Trustee, under the provisions of a certain Trust Agreement dated October 25, 1984, and known as Trust No. 31520371

ENCUMBERED BY: UNRECORDED LEASE in favor of SUNTRUST BANK, a Georgia corporation.

UNRECORDED LEASE in favor of THE FITNESS EDGE, INC., a Florida corporation.

UNRECORDED LEASE in favor of THE MANHATTAN MORTGAGE CO., INC., a New York corporation.

UNRECORDED LEASE in favor of THE MICHAEL R. MCCARTY RESTAURANT GROUP, LLC., a Florida limited liability company.

UNRECORDED LEASE in favor of THE STERLING ORGANIZATION, LLC, a Florida limited liability company.

UNRECORDED LEASE in favor of THE TREE OF LIFE FOUNDATION INTERNATIONAL, INC., a Florida not for profit corporation.

UNRECORDED LEASE in favor of TOOJAY'S PALM BEACH, LLC, a Florida limited liability company.

5. That the deposit of money will secure the persons lawfully entitled to the compensation which will be ultimately determined by final judgment of this Court;

6. That the sum of money to be deposited in the Registry of the Court within twenty (20) days of the entry of this Order shall be in the amount of:

Parcel 100	\$1,046,900.00
Parcel 101	<u>\$1,158,200.00</u>
TOTAL	<u>\$2,205,100.00</u>

7. That on deposit as set forth above and without further notice or Order of this Court, the Petitioner shall be entitled to possession of the property described in the Petition.

8. The taking is pursuant to the eminent domain power of Petitioner, without the consent and over the objection of Sterling Palm Beach, LLC, on behalf of itself and on behalf of Sidney Spiegel, et al, Island Properties of Palm Beach, Inc., Sterling Retail Services, Inc., The Sterling Organization, LLC, and Hillstone Restaurant Group, Inc.. In the event compensation is submitted for jury determination, the jury will be advised that the Court determined the Petitioner may condemn the properties involved in this action.

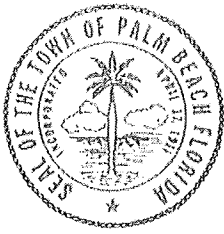
DONE AND ORDERED this day of , 2010, in the
State of Florida, County of Palm Beach.

SIGNED & DATED

JAN 22 2010

JUDGE JACK SCHRAMM COX

CIRCUIT COURT JUDGE



TOWN OF PALM BEACH

Planning, Zoning & Building Department

August 9, 2012

160 Royal Palm Way
Attn: Glenn F. Straub, Manager
160 Royal Palm Way
Palm Beach, FL 33480

Subject: ARCOM Approval B-047-2012 – 160 Royal Palm Way

Dear Mr. Straub:

The Architectural Commission (ARCOM), at its July 25, 2012 meeting, voted to approve project B-047-2012 as amended – revisions to a previously approved hotel. The approved site plan and elevation sheets prepared by RAR Architect, Inc., and the approved landscape and hardscape plans prepared by Gregory Lombardi Design, Inc., with a PZB Department received date of July 24, 2012, are on file at the Planning, Zoning & Building Department, 360 South County Road, Palm Beach, FL, 33480.

ARCOM elected to review the seventeen (17) originally proposed items, one by one, and make motions similarly. The following is how each of the originally proposed revisions were addressed by ARCOM:

ITEMS #1 AND #2:

7-0 APPROVAL TO ELIMINATE THE TWO POOL STRUCTURES AND MOVE A POOL STRUCTURE, WHICH INCLUDES THE SERVICE BAR, PROVIDED THE BACK WALL OF THE SERVICE BAR IS SOLID, AND APPROVAL TO RELOCATE THE POOL RESTROOMS TO THE INSIDE OF THE FUNCTION ROOM.

ITEM #3:

7-0 APPROVAL FOR THE ELIMINATION OF THE MANSARD ROOF ON THE EAST ELEVATION AND KEEPING THE EXISTING MANSARD ON THE EAST GUEST WING ELEVATION IN LIEU OF THE PARAPET THAT WAS PREVIOUSLY SHOWN ON THE PLANS AND APPROVED, AND STIPULATING THAT THE FRONT ELEVATION (PORTE COCHERE) BE REDESIGNED WITH PIERS OR DOUBLE COLUMNS; AND, THEN BE RE-PRESENTED TO ARCOM (to be re-presented at the August meeting).

ITEM #4:

7-0 APPROVAL OF THE RELOCATION OF POOL EQUIPMENT AND STORAGE TO UNDER POOL SERVICE BUILDING.

ITEM #5 & #13:

7-0 APPROVAL OF THE PRELIMINARY LANDSCAPE PLAN, FOR THE SOUTH PERIMETER WITH STAGGERED TRAVELER PALMS AT 14 FEET AND 22 FEET, EVERY OTHER ONE, TO THE EAST SIDE OF THE SERVICE BAR AND THEN FROM THE WEST SIDE OF THE SERVICE

BAR TO THE EAST SIDE OF THESE BUILDINGS, THAT THERE BE HEDGE, NO LESS THAN 12 FEET ABOVE THE POOL DECK, OF DENSE CALOPHYLLUM TREES; AND, THE LANDSCAPING IN THE FRONT WITH THE RECOMMENDATION TO USE COCONUT PALMS, AND THAT THE APPLICANT COME BACK TO ARCOM AFTER FINAL SITE PLAN APPROVAL BY THE TOWN COUNCIL. (Applicant to return in August).

ITEM #6:

7-0 APPROVAL OF THE ADDITION OF PLUNGE POOLS TO THE POOL TERRACE AREA.

ITEM #7:

DID NOT ACT ON THE REQUEST FOR THE ADDITION OF INTERIOR FLOOR ABOVE LOBBY TO TOTAL 1,486 SQUARE FEET OF WHICH 500 SQUARE FEET IS DINING AREA, BECAUSE THIS REQUEST MUST BE REVIEWED AND APPROVED BY TOWN COUNCIL.

ITEM #8:

7-0 APPROVAL OF THE ADDITION OF PARAPET TO CONNECT EAST STAIR TOWER TO EXISTING APPROVED PARAPET.

ITEM #9 & #10:

7-0 APPROVAL OF THE ADDITION OF ELEVATOR TO BE SHOWN ON ROOF PLAN OF FUNCTION ROOM ROOF WHERE PREVIOUSLY NOT SHOWN, AND REPLACING SOLID PARAPET ON FUNCTION ROOM WITH BALUSTRADE RAILING, WITH THE CAVEAT THAT THE APPLICANT COME BACK IF THEY NEED A SECOND SET OF STAIRS, AND THAT THE SOUTH WALL SHALL HAVE A SOLID FACE. IF A SECOND SET OF STAIRS IS REQUIRED, THE STAIRS MUST BE INTERIOR STAIRS.

ITEM #11:

7-0 APPROVAL TO INCREASE HEIGHT OF DOORS IN MAIN LOBBY OVERLOOKING POOL DECK BY 3 FEET.

ITEM #12:

7-0 APPROVAL OF THE ADDITION OF A BREEZEWAY FROM THE MAIN LOBBY TO FUNCTION ROOM, PENDING FINAL DETAILS (DEFERRAL TO NEXT MONTH).

ITEM #14:

7-0 APPROVAL THE PROPOSED PERGOLAS ON THE SOUTH ELEVATION, AND APPROVAL OF EXTENDING THE BALCONIES ON THE NORTH, SOUTH AND EAST ELEVATIONS.

ITEM #15:

DID NOT ACT ON THE REQUEST FOR THE ADDITION OF SERVICE CORRIDORS AND EXPANSION OF KITCHEN AND LAUNDRY ROOM WHICH TOTALS APPROXIMATELY 3,625 SQUARE FEET, BECAUSE THIS REQUEST MUST BE REVIEWED AND APPROVED BY TOWN COUNCIL.

ITEM #16:

7-0 APPROVAL TO SHIFT LOCATION OF APPROVED FUNCTION ROOM 25 FEET TO THE EAST, AND SLIGHTLY CHANGE THE LOOK OF THE FUNCTION ROOM WITH THE CONDITION THAT THE ROOF PITCH BE CHANGED TO 4 AND 12.

ITEM #17:

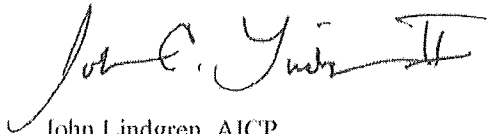
THIS ITEM WAS WITHDRAWN BY THE APPLICANT.

Please note that only the conceptual landscape plan was approved by ARCOM; therefore, the final landscape plan will have to be brought back to ARCOM for their review and approval at the August 22, 2012 meeting. Also, a certificate of occupancy for the new construction cannot be issued until a final landscape plan is approved by ARCOM, and the landscaping is installed per the approved plans.

ARCOM's approval of this application does not relieve the owner and/or applicant from obtaining additional Town approvals as may be required, such as Town Council approval and the necessary building permits. A building permit for the work authorized under this approval must be obtained within one year from the date of approval or said approval will expire.

This letter is a summary letter of ARCOM's action regarding the above-referenced project, and is not an approval letter; therefore, the date of the approval for this project is the date of the ARCOM meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lindgren". The signature is fluid and cursive, with a large initial "J" and a stylized "L".

John Lindgren, AICP
Planning Administrator

cc: John S. Page, Director, Planning, Zoning & Building
Jeff Taylor, Building Official
Bill Bucklew, Plans Examiner
Paul Castro, Zoning Administrator
Palm Beach County School District
Property File



To:
Cc:
Bcc:
Subject: Objections re 160 Royal Palm Way Development - Meeting 8/15/2012

From: <juliar@earlhollis.com>
To: council@townofpalmbeach.com
Cc: pelwell@townofpalmbeach.com, jrandolph@jones-foster.com
Date: 08/14/2012 04:33 PM
Subject: Objections re 160 Royal Palm Way Development - Meeting 8/15/2012

Meeting 8/15/2012

Attention: Town Council Members:

Re: 160 Royal Palm Way Development

I have been informed of all the decisions that have been made recently by yourselves and Arcom...Quite astounding the turn around from you all...As Town Council Members and Arcom Members your responsibilities when making decisions on any development, or new residential home anywhere on the island are expected to take into consideration the neighbors and surrounding properties....What happened to your guidelines in this situation? Or concerns for the neighbors near this development.

I insist my objections to certain issues re the above be put on-record.

(1) I vehemently Object to the possibility of "Live Music" being played all hours of the day and right behind my "residential" property at 149 Brazilian Avenue PB. You may have stipulated hours to the developer. but there is no guarantee they will be observed...Do the neighbors now have to police that they abide by the rules stipulated?

(2) I vehemently object to the pool being so close to the boundary of my "residential" property. The noise factor is going to be horrendous!!!!!!!!!!!!

(3) I vehemently object to the new location of this outside bar being so close to the boundary of my property. There are many other locations on this site to have this bar situated AND, I think we all know that it will end up as a "True Bar Area" in the very near future...Not just allocated for towels. Again another major noise hazard for "residential" neighbors on Brazilian Avenue...

(4) I vehemently Object to this Function Facility being anywhere near the boundaries of my "residential" property...I believe the Town Council and Arcom have now all agreed that this facility can be built and that the developer has been given the green light to have a Sun Roof/Deck on this building...Again it seems that all the neighbors that have objected to this have just been totally ignored by you all!

I expect the Town Council to monitor this development from hereon-in...Additionally, I expect to see the Landscaping finished behind my property no later than September 2012 as directed by you all to the developer!!!! I also expect to see the mature trees and foliage from the plans honored by the developer that were shown to me and approved last year...

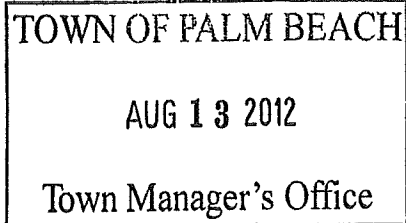
I am very concerned about my privacy and do not want to see people peering into my home from the Sun Roof/Deck on this so called function facility building when its

SANCHEZ & MADDUX, INC.
LANDSCAPE ARCHITECTURE

Principals
Jorge A. Sánchez, Pres.
Phil Maddux, A.S.L.A.

Senior Associates
Carolyn Pendelton-Parker, R.L.A.
Brian Vertesch, R.L.A.
John C. Lubischer

August 13, 2012



Town of Palm Beach
Hon. Mayor & Town Council
360 South County Road
Palm Beach, FL 33480

RE: Site Plan Review #6-2012 with Special Exception & Variances

Dear Mayor & Town Council,

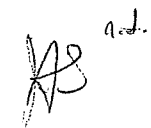
As a property owner immediately east of the site in question, I am totally opposed to:

- * The new structure being permitted closer to our building, particularly without proper space for planting material that will cover same from my site.
- * Allowing any form of a bar on the roof of any new structure, now & in perpetuity.
- * Allowing any sound system, music or otherwise, on roof of same, now & in perpetuity.

My office is directly across from this area. Any of the above would allow for reduction of my ability to concentrate on my business. The owners of this property knew what they were purchasing when they did so. There is no reason for the town to allow any special exceptions to this zoning. Preferential spot zoning, particularly to the detriment of neighbors, should not take place in our town.

Thanking you in advance, I remain,

Sincerely,

 a.s.

Jorge A. Sanchez
President

JAS:as



To:
Cc:
Bcc:
Subject: Palm House Objections from neighbour Vivian Dorris 155 Brazilian Avenue

From: Vpdboca@aol.com
To: council@townofpalmbeach.com
Cc: jrandolph@jones-foster.com, pelwell@townofpalmbeach.com
Date: 08/14/2012 01:09 PM
Subject: Palm House Objections from neighbour Vivian Dorris 155 Brazilian Avenue

Dear Mayor and Councilmen,

First of all thank you so much for your service.

I would like to put on record the following objections

- 1) The new location of the bar. I feel the term "service bar" is a ploy laced with deceit - it will quickly turn into
a regular bar, and not only will our property values plummet, but our quality of everyday living will be diminished. I believe where the bar originally was, to the west, and as agreed to 5 years ago, is much less invasive - it was also a lot smaller (not 21 foot long) We do not want it turning into a night club!
- 2) Moving of function facility to the east.
- 3) Live music on the pool deck (too invasive)- a beautifully landscaped, quiet elegant luxury boutique hotel would be so much more in keeping than a possible reggae band attracting a wild crowd.

My humblest appreciation to each and every one of you for your patience and leadership. With deepest respect,

Vivian Dorris
155 Brazilian Avenue

Resident since 2003

From: Sidney Ritman <sidritman@gmail.com>
To: council@townofpalmbeach.com
Date: 08/09/2012 06:37 PM
Subject: Del Frisco

Dear Madame Mayor and Council Members,

As a long time resident and restaurant owner in Palm Beach, I would like to advise you that I strongly oppose the Munder Group's request for a variance from the Council to open a 280 seat restaurant at The Royal Poinciana Plaza. Recently, The Council voted down the redevelopment of The Testa's property because of their concerns regarding the density and traffic. A decision which was well recieved by the residents of Palm Beach who shared those same concerns.

So it should not be news to the Munder Group that our residents still want to keep our island's small quaint town appearance with its limited traffic concerns..What they do not want is another big time developer changing the landscape of the Poinciana area with another chain operator who will need to draw customers from other areas of Palm Beach County to fill their restaurant..

Could a Wal-Mart or a Costco be next on the Munder's drawing board? Wouldn't it be nice if they concentrated on repairing the theater as their agreement with the town calls for and behaved like responsible developers. Instead they offer \$50 gift certificates to their neighbors at The Palm Beach Towers to buy their approval of a big time chain restaurant which will eventually impact their living style...

When will they learn that we moved to Palm Beach, because of its charm and easy going lifestyle...If we wanted glitz, we would have chosen South Beach...Therefore, I implore all of you to do your duty to keep us safe from over zealous developers whose only vision for Palm Beach is to make profits by changing our Island Paradise.

In closing, I thank you for your attention to the matter and for being good stewards of our town..Your diligence and hard work is much appreciated by all....Keep up the good work...

Sincerely,

Sidney H. Ritman

From: Barbara Lanigan <barbara.lanigan@yahoo.com>
To: "mayor@townofpalmbeach.com" <mayor@townofpalmbeach.com>,
"council@townofpalmbeach.com" <council@townofpalmbeach.com>
Date: 08/10/2012 01:40 PM
Subject: Del Frisco Objection

Dear Mayor Coniglio and Palm Beach Town Council Members,

I am writing to express my strong opposition for the addition of the restaurant Del Frisco to build a new space for their business on Palm Beach Island. Local businesses in current times have been struggling to make ends meet and thrive with the already vast number of restaurants available on the island, as well as, the small pool of Palm Beach clientele throughout the summer months. I personally believe that we do not need another restaurant added to the island to dilute the prosperity of our already existing businesses; however, in the case that Del Frisco is accepted as a business to the island, I do strongly suggest that they should occupy one of the many vacant spaces across town. As a resident and a restaurant employee of lovely Palm Beach, I fully support and enjoy my time spent at all the existing businesses and I would love to see those vacant spaces filled. On the contrary, adding a new restaurant to the island may put a few existing businesses at risk for closure.

Again, I strongly believe we do not need an additional restaurant in town, but if we must, they must definitely occupy one of the many vacant spaces available. Please consider all the pros and cons of this heavily weighed decision before finding a conclusion.

Thank you for your time.

Sincerely,

Barbara R. Lanigan
Palm Beach Resident and Restaurant Manager

From: Doug Williamson <dfwilliamsonjr@gmail.com>
To: gconiglio@townofpalmbeach.com, wdiamond@townofpalmbeach.com,
rkleid@townofpalmbeach.com, mpucillo@townofpalmbeach.com, drosow@townofpalmbeach.com,
rwildrick@townofpalmbeach.com, Elwell Peter <PElwell@townofpalmbeach.com>,
CDelp@townofpalmbeach.com
Date: 08/10/2012 10:23 AM
Subject: Poinciana Plaza

Yet another sneak attack in mid-summer is upon us, this one involving one of the most contested single properties in Town. An application is being presented in August to facilitate a highly visible, oversized, downscale, chain bar/grill at Poinciana Plaza, one of the principal entrances to the Town. This application carries threatening implications for the most fundamental of the Town's and the Plaza's land use protections, to say nothing of myriad, serious questions about congestion, parking, and noise, among other things.

One could well ask why this inappropriate proposal is on the agenda now. The policy of the Council has been, I thought, to take up matters of such serious moment only in the months when the Town's permanent population is at full strength. Unfortunately, the answer to that question seems rather clear. But this does not mean that the Council should proceed with consideration of the application at this time in defiance of its own policy.

As Councilmen Wildrick and Pucillo have said, it's high time the Council works WITH the citizens (and listens to them) rather than against them. Do we really need another round of recrimination and expensive litigation?

The Council should put this entire matter over until a date in the winter, when proper advance publicity can be provided and the citizens of the Town can express their views.

Doug Williamson.

From: ConsultMcCarty@aol.com
To: council@townofpalmbeach.com
Date: 08/09/2012 04:52 PM
Subject: (no subject)

August 9, 2012

Dear Madame Mayor and Councilman,

I am writing in opposition to the application of Del Frisco's restaurant. As a business owner and former member of the Palm Beach Chamber of Commerce I would like to state that I believe strongly in the free enterprise system in this great country we live in. Furthermore, I feel competition is good for everybody and creates a good and strong enterprise system.

That being said I would like you to understand my objection to this application. In the forty plus years I have either lived or visited Palm Beach I have never known the council to approve any application to add additional restaurant seating than what already exist to the town in a new and non restaurant venue. I would assume this is because their have always been existing spaces available or for sale. Additionally, I would further like to believe the town council in the past has always been mindful of the strong small town feeling that these mom and pop business's create and how they add to the charm of the island.

The reason for their always having been restaurant spaces in Palm Beach available and or for sale has been due to the nature and especially the seasonality of the business. It is one of the toughest business in the world and having the shoulder season we have in Palm Beach makes it even that more difficult. I strongly feel to add a colossal restaurant which will add an additional two hundred and eighty seats (largest ever restaurant on the Island by approximately one hundred seats) to an already over populated and strained restaurant business evidenced by recent closures, as well as, empty spaces is absurd and will have a hugely negative impact on myself and everyone else in this business.

Most of us not only live here, but have raised their children here, worship here and have contributed greatly to the community in so many thoughtful, gracious and charitable ways that I do not understand why we would welcome or even consider a publicly held chain restaurant of such enormous size with absolutely no roots or community involvement. I think special exceptions and variances should be for town serving business who contribute to the well being and of our Island community.

I realize this is not Russia and as I have already stated I am a big proponent of the free enterprise system. I would by all means have no objection to Del Frisco's being a new neighbor, but why cant they go into an already existing or for sale space which I know of many. And why a restaurant of such commodious and monumental size. Why not one hundred and fifty seats like everyone else in town.

I would suggest that prior to the August 15th meeting that all of you get into your cars one evening around eight thirty at night and drive around and have a look for your self at the restaurants and see just how empty they all are. Why would we even consider such an application?

I urge you to please think long and hard before making a decision on this application.

Respectfully yours,

Michael R. McCarty

LAW OFFICES
ALLEY, MAASS, ROGERS & LINDSAY, P.A.

340 ROYAL POINCIANA WAY, SUITE 321

POST OFFICE BOX 431

PALM BEACH, FLORIDA 33480-0431

(561) 659-1770

FACSIMILE (561) 833-2261

DOYLE ROGERS
ALAN LINDSAY
PAUL B. ERICKSON
DAVID H. BAKER
WILLIAM W. ATTERBURY III
LOUIS L. HAMBY III
ROBB R. MAASS
M. TIMOTHY HANLON
WARREN D. HAYES, SR.
STUART J. HAFT
BRUCE A. McALLISTER

RAYMOND C. ALLEY (1893-1975)
HAROLD G. MAASS (1923-2006)
DWIGHT A. MILLER (1945-2010)
KAREN S. MARX (1964-1994)

EDWARD D. LEWIS (OF COUNSEL)

CAROL S. WAXLER
1331 SE OCEAN BOULEVARD
STUART, FLORIDA 34996
P (772) 287-4404
F (772) 287-4044

August 15, 2012

Town Council
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

Re: Modified Site Plan Review #6-2012 with Special
Exception and Variance

Dear Town Council:

This firm represents Mr. and Mrs. Timothy DeVries, who recently purchased 141 Brazilian Avenue.

Although Mr. and Mrs. DeVries just closed on their purchase on July 12, 2012, we have quickly researched the tumultuous history of the attempted but as of yet uncompleted "re-construction" of the Heart of Palm Beach Hotel, which is now apparently to be called the Palm House Hotel.

It appears that this process has been ongoing since 2007 and involves a series of special exceptions, variances and continuous changes in construction plans – some brought to you in advance for approval and some not.

Despite the tumultuous history, Mr. and Mrs. DeVries understand that a hotel is being constructed and hope that the Palm House be completed and operated in an upscale, professional manner that is consistent with the Town's standards and is respectful of the neighbors' residential lifestyles.

In keeping with that goal, Mr. and Mrs. DeVries are extremely concerned by certain portions of the pending Site Plan/Variance Application, which appear to endanger a quiet, tranquil boundary line between the Palm House Hotel and its neighbors on Brazilian Avenue.

Specifically, we believe that by moving the proposed Function Room twenty-five feet (25') to the east, a large open outdoor party area would be created. One of the primary concerns of Mr. and Mrs. DeVries is that numerous, loud outdoor parties will be held at or near the pool and outside the proposed Function Room, which would intrude into the quiet enjoyment of their home. As such, we believe that unless the Function Room remains in the previously approved location, the proposed Site Plan creates a negative impact on the Brazilian Avenue neighbors and should be denied.

While we also question whether any hardship for the requested variances exist, Mr. and Mrs. DeVries understand the applicant's desire for a covered walkway. In exchange, we hope that the owner-applicant will also understand Mr. and Mrs. DeVries' desire for some reasonable restrictions and hereby request that you impose these restrictions to run with the land in perpetuity. We believe that this is a short list of reasonable requests in an effort to find an amicable solution that enables the Hotel and neighbors to peacefully co-exist.

1. Keep the Function Room in the location originally approved and deny the request to move the location 25' to the east.
2. Require that the Service Bar adjacent to the pool remain as a Service Bar in perpetuity to ensure that it never becomes a gathering or meeting place for Hotel guests or residents.
3. Restrict the "hours of operation" for the pool area as it relates specifically to music and other entertainment and food and beverage service to reasonable times. We recommend that the hours be limited to daylight hours beginning at 12:00 p.m.
4. Events and parties to be conducted in the Function Room are restricted to indoor areas only. No outside parties of any kind should be permitted on the exterior of the Function Room including, without limitation, in the area between the pool and the Function Room or in the outside area east of the Function Room.
5. No events, parties, music or other entertainment be permitted on the rooftop portion of the Function Room. In addition, no food or beverage service be permitted in the rooftop area.
6. Mr. and Mrs. DeVries would prefer that no access be permitted to the rooftop area to protect the privacy of the Brazilian Avenue residents. If that is not possible, we request that adequate landscaping be added at a height to completely shield the view from the rooftop to the Brazilian Avenue neighbors and that the landscaping be maintained in perpetuity.

Mr. and Mrs. DeVries hope that you agree that the above six restrictions are reasonable and necessary to protect their privacy and quality of life. We understand that a Declaration of Use Agreement already exists (which partially addresses some of these issues), but we request that the restrictions be clarified of record and that sufficient penalties be put in place to ensure compliance.

We thank you for your ongoing efforts to protect the quality of life for all Town residents. If you have any questions, do not hesitate to contact me.

Sincerely,



M. Timothy Hanlon

MTH/cac

cc: Mr. and Mrs. DeVries

TOWN OF PALM BEACH

AUG 14 2012

Town Manager's Office

FedEx

Aug. 11, 2012

Re: Zoning Application, Town of Palm Beach, Florida, Modified
Site Plan Review #6-2012 with Special Exception and Variances,
Subject Address: 160 Royal Palm Way, Palm Beach, Florida 33480

Ms. Gail L. Coniglio
The Honorable Mayor of Palm Beach, Florida,
and Honorable Members of The Town Council
360 South County Road
Palm Beach, Florida 33480

Dear Mayor Coniglio and Town Council Members:

We ask that this letter be read into the minutes of the meeting on the zoning application before the town on the site plan review, special exception, and variances for 160 Royal Palm Way.

The council, according to printed and circulated notice to those property owners within 300 feet of the said location, invites those in this vicinity to write or speak in person regarding the application review on August 15 after 9:30 a.m. in council chambers.

We own a home at 125 Brazilian Avenue and have been in residence there since January 1980.

Unfortunately, we will be unable to attend this very important meeting.

As residents in the 100 block of Brazilian Avenue, Palm Beach, we

125 Brazilian Avenue
Palm Beach, FL 33480
Telephone: 561-655-9510
Facsimile: 561-655-6495

are very concerned and baffled by the long delay in the completion of the condo-hotel at 160 Royal Palm Way. We are also greatly troubled by what can be negative impacts of the structure's function rooms and related areas -- as they are proposed -- on our neighborhood.

Long-time residents on Brazilian and nearby remember the noise, parking, and other problems associated with The Heart of Palm Beach (hotel, motel) at this same address on Royal Palm Way, and this current project could be a stronger repeat of those and other problems.

Noise, from whatever source, has been established by many courts as a home invasion, and the loud noises sure to come from this function center as planned will not only be a home invasion to this ocean block but to the neighborhood. These conditions will have the economic impact of lowering our property values and making the street and surrounds unacceptable for residential living. We all know what happens to homes and streets in general when this kind of intrusion is forced on homeowners by developers and supporting government action.

No resident and/or homeowner should have his/her peace and tranquility threatened or compromised because of commercial activity that is not well-planned, contained, and monitored.

In short, the effect that appears inevitable from the planned party areas of 160 should be reviewed with long-term results in mind for the streets adjoining this site and the town in general.

Of course, there are other negatives associated with the facility so we ask that the council consider all aspects of the condo-hotel before passing on the application. The council is charged with protecting the town and its residents, and we know that

you as caring members of this community will study this proposal from the 160 LLC with empathy and concern for everyone who lives in this area and for the town.

The neighbors directly exposed to the noise and other effects of the facility live at 149 and 155 Brazilian Avenue, but owners across the street on Brazilian and to the east will feel the strain and sure-to-come lowered property values as already mentioned. There will be a ripple effect.

Specifically, we urge you to insist that the function facility remain in its original place as shown on the plans approved in 2007 by The Town of Palm Beach for the then owner, Mr. Bob Matthews. This would be to the back and west of the residence at 155 Brazilian.

If the function room is moved 25 feet farther east, this will allow too much green space for possible and probable use of temporary tents, etc., for functions, thereby circumventing the 150-person capacity allowed in the function facility.

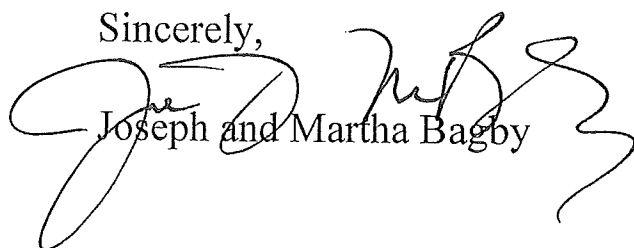
This is a 79-room condo-hotel, and hundreds could be gathered in this area at any given time creating noise and clutter of high proportions -- unbearable to nearby dwellers.

Once operational, this entire facility will create its own noise, and without some kind of curfew or restraint, there would be a high noise level during the season and possibly all year in the party areas. This situation will keep the police department very busy, not to mention the courts.

Please do not allow the function facility to be moved farther east.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to be 'Joe' and 'Martha' joined together, with a large, stylized flourish extending to the right.

Joseph and Martha Bagby

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
Ronald Witkowski - Of Counsel

www.blesmlaw.com
Sender's Direct Line: (561) 721-4002
E-Mail: jeubanks@blesmlaw.com

1209 North Olive Avenue
West Palm Beach, FL 33401-3515
Phone: (561) 721-4000
Facsimile: (561) 721-4001

August 13, 2012

Via E-Mail and U.S. Mail
John C. "Skip" Randolph, Esq.
Jones, Foster, Johnston & Stubbs, P.A.
505 S. Flagler Drive
West Palm Beach, FL 33405

Re: "Affidavit of Sterling of Palm Beach LLC" and Representation of Bar Space

Dear Skip:

I read with interest the correspondence by Brian Kosoy, Adam Munder and Lee Munder in Sunday's Shiny Sheet regarding the Del Frisco's Application, especially those comments in particular concerning the representations that: a) Sterling Palm Beach LLC ("Sterling") has already executed an "Affidavit" ensuring the continued viability of the 1979 Agreement; and b) the representation that Del Frisco's Grille is not a bar because its bar space is only 7% of the total floor space of the proposed restaurant. Both of these assertions do not stand up under scrutiny.

I have obtained a copy of the proposed "Affidavit of Sterling Palm Beach", a copy of which is attached hereto. As you will see, on its face the "Affidavit" is wholly insufficient to protect the 1979 Agreement and in fact almost seems to have purposefully been drawn in such a manner as to create a false sense of security while at the same time being legally insufficient to protect the 1979 Agreement. As you know, the 1979 Agreement (and its Amendments) constitute the terms and conditions of the granting of a variance between the Town and the owner(s) of the Plaza. As such, it was executed by both the Town and the owners(s) of the Plaza in a format sufficient to be recorded in the public records, as the restrictions of the 1979 Agreement run with the land.

By contrast, the "Affidavit" proposed by Sterling, is insufficient in that, among other issues, it: a) is not executed by the owner of the property; b) is overly vague in its language; c) does not contain the legal description of the Property affected; d) does not identify and is not limited to only the specific issues contained within the Application; e) is not in a format which can be filed in the public records; and f) does not contain a sufficient oath of its signor(s). As such, the proposed "Affidavit" would appear wholly insufficient to protect the terms of the 1979 Agreement, especially in light of the massive change from office to restaurant space being sought by the Applicant along with the resulting 72 parking space variance required by that request, for which there still has been no showing of sufficient legal hardship.

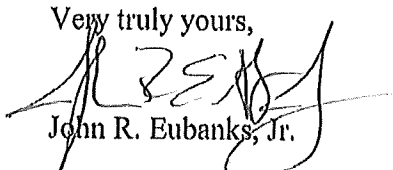
John C. "Skip" Randolph, Esq.
August 13, 2012
Page 2

In the past, the Town has required a much more detailed "Affidavit" for a parking variance of only three (3) spaces, such as attached Affidavit required as part of the granting of Variance 12-2008. Clearly, after expending in excess of \$240,000 to confirm the validity of the 1979 Agreement, at a minimum, the Town should require more than the "Affidavit" proposed by Sterling to ensure that the 1979 Agreement remains in full force and effect.

Outside of the issue of the "Affidavit," I also found very perplexing argument that Del Frisco's is not a bar because "its bar area comprises less than 7% of its total space." Such a representation appears misleading at best. In order to come to a figure of 7%, it would appear that the Applicant would necessarily need to be comparing the exact physical space of the bar vs. the entire 8,399 sq.ft. floor space sought in the Application. However, much of the total area is "back of the house" space which does not even contain seating.

As demonstrated by the attached floor plan taken from the Application, if one takes out the kitchen, bathrooms and wine room in which there are no seats (in orange) as well as the "private dining" areas for special occasions (in blue), the bar area including the high tops (in yellow) represents approximately 40% of the total seating space (i.e. pink + yellow). Further more, with 56 bar area seats (including high tops) contained within the Application, just the sheer number of bar seats requested is larger than Cucina (16 seats), Nick & Johnnies (24), the and the Palm Beach Grill (12 seats) combined. As a result, the proposed bar area (regardless of percentages) would be the largest bar (by far) in Town in number of seats as well as square footage.

Very truly yours,


John R. Eubanks, Jr.

cc: Mayor and Town Council Members
Peter Elwell, Town Manager
John Page, Director of Planning, Zoning and Building
Paul Castro, Zoning Administrator
Town Clerk, Town of Palm Beach
John Grosskopf, General Manager Palm Beach Towers
Henry Goldsmith, President of Board of Palm Beach Towers Condominium Association, Inc.

AFFIDAVIT OF STERLING PALM BEACH, LLC

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority appeared Brian Kosoy, the Manager of Sterling Palm Beach, LLC ("Sterling"), who after first being duly sworn, and acknowledging his authority to execute this Affidavit on behalf of Sterling, did depose and state as follows:

1. On or about March 6, 1979 the Town of Palm Beach ("Town") and Poinciana Properties, Limited, a Virginia Limited Partnership authorized to do business in Florida ("Partnership") entered into an agreement ("1979 Agreement") concerning real property located in the Town of Palm Beach, Palm Beach County, Florida known as the Royal Poinciana Plaza ("the Plaza") more particularly described in Exhibit "A" attached to the 1979 Agreement.
2. On May 12, 1980 the Plaza was purchased from Partnership by Sidney Spiegel, Trustee, who entered into an amendment to the 1979 Agreement.
3. On or about March 31, 2008 Sterling entered into a long term lease with a term of up to 99 years with Sidney Spiegel, Trustee for the Plaza.
4. Sterling has entered into a lease agreement with Del Frisco's Grill of Palm Beach, LLC, a Delaware Limited Liability Company ("Del Frisco") with respect to certain space within the Plaza.
5. In connection with that lease, Del Frisco has filed certain applications with the Town, including without limitation a request for parking variance and two special exceptions (collectively "the Del Frisco Applications").

6. Sterling hereby stipulates, acknowledges and agrees that the Del Frisco Applications, and any approvals, waivers or other actions taken by the Town on the Del Frisco Applications, shall not constitute a change, revision or amendment of the current zoning ordinance so as to provide for "further development possibilities" as set forth in paragraph three of the 1979 Agreement or constitute any other form of future development opportunity or possibility under the 1979 Agreement. Sterling further stipulates, acknowledges and agrees that the Del Frisco Applications, and any approvals, waivers or other actions taken by the Town thereon, shall not alter, modify, amend or otherwise change the 1979 Agreement.

Dated this 6th day of August, 2012.



Sterling Palm Beach, LLC

By: Brian Kosoy

Title: Manager

The foregoing instrument was acknowledged before me this 6th day of August, 2012, by Brian Kosoy, who is personally known to me, and who did state the foregoing under oath.

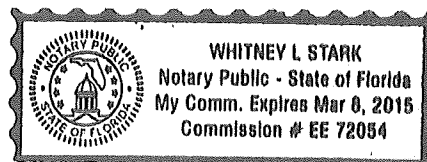

(Print Name Whitney L Stark)

NOTARY PUBLIC

State of Florida

Commission # EE 72054

My Commission Expires: 3-8-15



Variance #12-2008

This document prepared by and should be returned to:
Maura A. Ziska, Esq.
Kochman & Ziska PLC
222 Lakeview Avenue, Suite 950
West Palm Beach, Florida 33401

AFFIDAVIT

Before me, an officer duly authorized to take acknowledgments, personally appeared SIDNEY SPIEGEL, AS SUCCESSOR TRUSTEE under the provisions of a certain Trust Agreement dated October 25, 1984 and known as Trust No. 31520371 ("Spiegel"); ISLAND PROPERTIES OF PALM BEACH, INC., a Florida Corporation ("Island"), and STERLING PALM BEACH, LLC, a Florida limited liability company ("SPB") (collectively, the "Affiants"), who did depose and state as follows:

1. Spiegel and Island are the respective fee simple owners of the two separate parcels that comprise the Royal Poinciana Plaza property ("Plaza") and lessors of the Plaza under that certain lease dated March 31, 2008, a memorandum of which is recorded in Official Records Book 22551, Page 401 of Palm Beach County, Florida (the "Lease"), and SPB is the lessee under the Lease and the party in control of the Plaza. The two parcels that comprise the Plaza are legally described below:

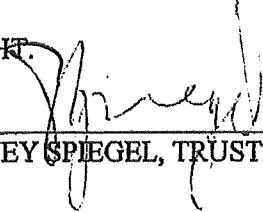
See Exhibit "A" attached hereto.

2. On September 8, 2008, the Town of Palm Beach Town Council granted Variance Number 12-2008 which would allow the relocation of one tenant and second new tenant to move into the Plaza without the need for three additional parking spaces.

3. The Affiants acknowledge that the granting of Variance Number 12-2008 does not invalidate the 1979 Agreement (as recorded in Official Records Book 3023, Page 380, of Palm Beach County, Florida) and is not considered allowing future development.

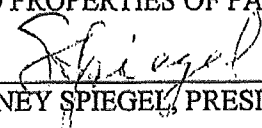
4. The Affiants are familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements made in an Affidavit of this nature. Affiants further certify that they have read the full facts of this Affidavit and completely understand its context.

FURTHER AFFIANTS SAY YETH NAUGHT.



SIDNEY SPIEGEL, TRUSTEE

ISLAND PROPERTIES OF PALM BEACH, INC.

By: 

SIDNEY SPIEGEL, PRESIDENT

STERLING PALM BEACH, LLC

By: [Signature]

BRIAN KOSOY, MANAGER

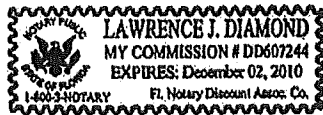
PROVINCE of ONTARIO
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22 day of September, 2008, by
SIDNEY SPIEGEL, Trustee and President of Island Properties of Palm Beach, Inc. who is personally
known to me or who has produced n/a as identification.

[Signature]
Notary Public, ~~State of Florida~~ Province of Ontario
My Commission
Expires: n/a
Commission
Number: n/a

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22 day of September, 2008, by
BRIAN KOSOY, Manager of Sterling Palm Beach, LLC who is personally known to me or who has
produced _____ as identification.



[Signature]
Notary Public, State of Florida
My Commission
Expires: _____
Commission
Number: _____

Title No.: 300801906

LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL A

A parcel of land in Section 22, Township 43 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the North by the Southerly right of way line of Royal Poinciana Way; on the East by the Westerly right of way of Coconut Row; on the West by the waters of Lake Worth; and on the South by the following described line:

Commencing at the intersection of the Northerly right of way line of White Hall Way with the Westerly right of way line of Coconut Row, as said streets are described in Deed recorded in Deed Book 814, page 477, and subsequent pages, public records of Palm Beach County, Florida; thence Northerly along the said Westerly right of way line of Coconut Row, a distance of 444.76 feet to the beginning of a curve concave to the East having a radius of 329.60 feet and a central angle of 23 degrees 53' 30"; thence Northerly along the arc of said curve, a distance of 137.44 feet to the tangent to said curve; thence Northerly along said tangent, a distance of 59.62 feet to the Point of Beginning of the herein described South line; thence Westerly making an angle from Southwest to West of 66 degrees 14' 30", a distance of 227.26 feet; thence Northerly at right angles, a distance of 25 feet; thence Westerly at right angles, a distance of 293.43 feet to the beginning of a curve to the Northeast, having a radius of 65.03 feet and a central angle of 85 degrees 42' 43"; a distance of 97.28 feet; thence Northwestward a distance of 33.90 feet, more or less, to the Southeast corner of a parcel of land described in Deed Book 1011, page 226, public records of Palm Beach County, Florida, said Southeast corner is located in the arc of a curve concentric with the last herein described curve, and having a radius of 80.03 feet and a central angle of 102 degrees 55' 30" and is 4.19 feet Southerly from a point of reverse curve; thence Northerly along the arc of the just described curve, a distance of 4.19 feet to the point of reverse curvature of a curve concave to the West, having a radius of 513.29 feet and a central angle of 15 degrees 35' 22"; thence Northerly along the arc of said reverse curvature a distance of 97.62 feet to a point in a line parallel with and 451.20 feet Southerly from (measured at right angles to) the Southerly right of way line of Royal Poinciana Way, said line also being described in Deed Book 1011, page 226, public records of Palm Beach County, Florida; thence Westerly along said parallel line, a distance of 191.05 feet, more or less, to the waters of Lake Worth and the end of the herein described Southerly line.

Excepting, however, so much of a nearly rectangular area of land, together with riparian or littoral rights appurtenant or incident thereto, as is included in the foregoing described parcel of land, and which nearly rectangular area of land has a Southerly boundary of 208.44 feet, an Easterly boundary of 71.20 feet, a Northerly boundary of 180.74 feet plus 12.08 feet, on two different courses coinciding with the South line of the East approach of Flagler Memorial Bridge, and having a Westerly boundary of 71.88 feet coinciding with the West face of an existing concrete bulkhead within the waters of Lake Worth, and all as such nearly rectangular area of land and riparian and littoral rights appurtenant or incident thereto are more particularly described and were conveyed in Deed of Florida East Coast Hotel Company to Town of Palm Beach, dated September 11, 1939, and recorded in Deed Book 692, page 476, of the public records of Palm Beach County, Florida.

PARCEL B

A parcel of land in Section 22, Township 43 South, Range 43 East in the Town of Palm Beach, Palm Beach County, Florida, and more particularly described as follows:

Beginning at a point in the Westerly right of way line of Coconut Row as now laid out and in use at a distance of 173.9 feet South of the intersection of said West line of the right of way of Coconut Row and the Southerly right of way line of Royal Poinciana Way; thence Westerly parallel to the Southerly right of way line of said Poinciana Way a distance of 686.33 feet; thence Southerly at right angles to the preceding course a distance of 245.3 feet to the beginning of a curve concave to the West and having a radius of 513.29 feet and a central angle of 15 degrees 35' 22"; thence Southerly along the arc of said curve a distance of 42.04 feet to the Point of Beginning, and the Northeast corner of the parcel of land herein described; thence continue Southerly along the arc of said

ALTA Commitment-1986

W8

curve a distance of 97.62 feet to a point of reverse curvature; thence Southerly along the arc of a curve concave to the East and having a radius of 599.29 feet, a distance of 4.06 feet to a point in the South line of the herein described parcel; thence Westerly parallel to and 561.2 feet Southerly (measured at right angles) from the Southerly right of way line of said Royal Poinciana Way, a distance of 180 feet, more or less, to the waters of Lake Worth; thence Northerly along the waters of Lake Worth to a point in a line parallel to and 100 feet Northerly (measured at right angles) from the Southerly line of the herein described parcel; thence Easterly along said parallel line a distance of 185 feet, more or less, to the Point of Beginning.

PARCEL C

A non-exclusive easement for ingress and egress for the benefit of Parcel B described above, created by and more particularly described in the instrument recorded in Deed Book 1090, page 284, Palm Beach County, Florida, public records.

