

## MEMORANDUM

To: Town of Palm Beach  
Palm Beach Landmarks Commission  
Palm Beach Planning, Zoning & Building Department

From: Palm Beach Theater Guild, Inc.

Subject: Violation of Town Landmarks Rules and Landmarked Status of Volk's Playhouse  
(Landmarks Case Number COA-22-003 and Zoning Case Number ZON-22-018)

Date: February 15, 2022

In place of the historic, landmarked Poinciana Playhouse in Palm Beach, WS Development and INNOVATE Corp. are proposing to create a flexible-use event space renamed as the "INNOVATE Institute", which apparently will promote a profile for the holding company INNOVATE Corp. The applicants ask the Palm Beach Landmarks Preservation Commission to allow them to alter the historic Playhouse building by cramming retail shops, art galleries and commercial events into the Playhouse building, while impairing and altering the architecture, visual presence and historic cultural significance intended and designed by renowned Palm Beach and theater architect John Volk.

The application to alter and impair the landmarked aspects of the Poinciana Playhouse has been submitted to the Town of Palm Beach by INNOVATE Corp. and by RPP Palm Beach Property LP ("RPP") (the "Applicants"). RPP appears to be a related company or affiliate of mall developer WS Development. The alterations that the Applicants seek are prohibited by the Town Code, by the Town's Comprehensive Plan, by a 2007 court order and by a visionary and forward-looking March 6, 1979 Agreement with the Town (the "1979 Agreement"), an agreement that was put in place and honored by prior Town Councils in order to prevent the kind of relentless commercialization, intensification and destruction of architectural and cultural history and heritage that the Applicants now seek. Among other alterations, WS Development and the Applicants wish to alter exterior walls, the scale and the historic and architectural significance and nature of the landmarked theater building, including by removing hundreds of theater seats and replacing them with retail and commercial uses that the Town has long disapproved of and prohibited in the Playhouse space.

Proper notice of the Applicants' proposal was required to be given to neighboring residents, but this precondition for any approvals by the Town was not complied with, rendering the notice and application insufficient, misleading and unacceptable for Town or Landmarks approval. Among the plans, documentation and details that were omitted from the Applicants' Notice to the residents, for example, was the crucial description of what is actually intended for the "INNOVATE Institute" that Applicants seek to have supersede the renowned and historic Poinciana Playhouse theater. The omitted disclosure by the Applicants is buried in a "Town Serving" exhibit that was not provided in the Notice that Applicants claim to have sent to Town

residents. The “INNOVATE Institute” plan presented by Applicant INNOVATE Corp. reveals no expertise or background of the Applicant directed to theater or historic preservation. The “INNOVATE Institute” plan ignores and abrogates the historic cultural vision shared by the Town and architect John Volk of an important “theater” of the scale and nature that Volk designed and that the Town landmarked and protected. Instead, “INNOVATE Institute” plans an event space, “not exclusively limited” to theater use, as the law requires, “with a small format theater that caters to modest productions designed for smaller audiences.” The “INNOVATE Institute” exhibit otherwise avoids reference to the required use of the Playhouse as a “theater” (but the exhibit at some length touts INNOVATE Corp. as a “platform” of “assets” that include the “largest steel fabrication and erection company in the USA”, a “broadcast station group” and a “life sciences” company whose “technologies” include a “revolutionary device to lighten and brighten skin”). I understand from statements of the Applicant side that the altered Playhouse building’s 400 seats will be moveable or removable, an aspect of the plans of the Applicants that is not adequately disclosed in their application but that could be used to vitiate the nature of the landmarked Playhouse as a “theater”.

The event space that the Applicants and “INNOVATE Institute” intend, in the guise of a “cultural arts center” enshrouded in retail shops and art galleries, is in direct violation of the historic nature, utilization, significance and landmarked status of the Playhouse as a “theater” of scale and national and historic importance, located very deliberately on the intracoastal Lake Worth waterway and carefully designed by John Volk for its visual role and impact in the Poinciana Plaza, as shown by the copy of the February 21, 2007 Designation Report that accompanies this Memorandum (the “Designation”). Further details of the historic significance, scale and contemporary intention and understanding of the Playhouse are contained in the copy of a March 1958 article in ‘The Social Spectator’ accompanying this Memorandum. The article by Edwin Colin Dawson explains some of the historic context of the Playhouse as “America’s newest contribution to theater architecture”, notes its highly successful reception on its creation and states that Volk’s theater is “an architectural masterpiece with no peer in our contemporary American scene”. The historically significant visual aspects of the Playhouse in relation to its setting, as designed by John Volk, are shown in the accompany photos of the Poinciana Playhouse and Poinciana Plaza from the Library of Congress collection.

The Landmarks Commission is entitled and required to consider Volk’s intended scale, utilization and historic significance of the Playhouse, pursuant to Chapter 154 of the Town Code, and the impact of the proposed alterations on the architectural and historical integrity of the structure, particularly in light of the demolition of walls and other features proposed by the Applicants. The Commission is not required to accept a shallow, superficial and narrow interpretation of landmarks, historic significance and architecture as little more than surface aesthetic preferences and appearances. The Applicants’ proposed changes to the Playhouse will alter the configuration of the west wall and other walls of the building, will alter the size and appearance of the façade, will extend and add features, will remove architectural details and will threaten the scale of the building. Even if some alterations are allowable, the resulting structure will still be required to be used only as a “theatre”.

In addition to notice and disclosure to residents, the Applicants’ application should be “comprehensive”, but it does not disclose the complete plans and material information of the

Applicants, including in regard to the regional magnet restaurant they apparently have in mind or the docks adjacent to the Playhouse building, which appear in a rendering published in a recent Town & Country article on the Poinciana Plaza (see accompanying copy). The application also fails to adequately demonstrate and disclose the ownership, control, sustainability and interests of the Applicants and their plans. In regard to ownership and control, for example, related parties of the Applicants may include commercial lessees and users of the Poinciana Plaza and may also include principals, supporters and investors of the Sterling Group, whose earlier proposal to demolish the Playhouse to build 30 five-story condominiums was strongly opposed and rejected by Town residents and the Town (see the accompanying exhibits). In many ways, the Applicants' current plan appears to be a retread of Sterling's efforts to replace theater revenues with real estate and retail revenues, although after the ability to build condos was defeated, the "owner" group has admitted in the Applicants' application that the 1979 Agreement requires that the Playhouse building be used as a "theatre of the performing and/or visual arts and for lectures or other special events". (Under the 1979 Agreement "visual arts" uses must be in a "theatre", not an art gallery.) Landmarks may or may not have overlapping authority with the Town and Town Council to do due diligence as to whether related parties of the Applicants will be benefitting from revenue sought to be derived by alterations the landmarked Playhouse.

The Applicants' application has been submitted to the Town's Landmarks Preservation Commission (the "Landmarks Commission") in an apparent attempt to obtain a superficial gloss of "cultural" acceptability for a knowingly unlawful proposal, in advance of a March 9, 2022 Town Council session that the Applicants and WS Development arrogantly seem to expect will result in the Council on the spot abrogating the law, the landmarked status of the Playhouse and the cultural heritage of Palm Beach. This Memorandum is submitted to the Town of Palm Beach and to the Landmarks Commission and Planning, Zoning & Building Department ("Planning & Zoning") in connection with the Applicants' highly questionable application, which is pending under Landmarks Case Number COA-22-003 and Zoning Case Number ZON-22-018 (the "Application"). Background on the expertise and standing of the Palm Beach Theater Guild, Inc. and its supporters is set forth in exhibits accompanying this Memorandum.

The Town's Planning, Zoning & Building Department has submitted a PZ&B Staff Memorandum dated February 16, 2022 to the Landmarks Commission in regard to the Applicants' Application (the "P&Z Memorandum"). In a shockingly improper move, the Staff Memorandum attempts to preempt and abrogate the 1979 Agreement and to coach and prompt the Landmarks Commission to ignore the law. In this apparent attempt to aid a favored developer and Applicant group, Planning & Zoning staff make a number of false and misleading statements. The P&Z Memorandum tries to lead the Landmarks Commission to believe that the requirement in the 1979 Agreement that the Playhouse space will be "used...only for use as a theater" "will remain with the proposed programming" as a "fundamental condition". The P&Z Memorandum asserts in misleading fashion that "other clauses within the Agreement are largely no longer relevant to the 2022 Code and/or the property itself." To support this incorrect position, the P&Z Memorandum makes the circular argument that the alterations proposed in the Applicants' own unapproved Application are themselves reasons that make aspects of the 1979 Agreement "largely no longer relevant", including alterations characterized as "the voluntary demolition, restoration and reconstruction that results in the demolition of more than 50% of an exterior wall (or roof)." In another misleading reference, the P&Z Memorandum does not

disclose that “subsequent 19 amendments” to the 1979 Agreement are not the kind of major amendment that might be implied, but rather were almost entirely provisional amendments to allow parking in West Palm Beach or other parking arrangements. The P&Z Memorandum not only improperly disdains the 1979 Agreement, the Code and Comprehensive Plan, it also contravenes the Deed for the property and a 2007 court order that requires that the Playhouse be “maintained and operated” as a theater, and the P&Z Memorandum is inconsistent with the views of the Town extending back to the time of a May 2005 letter from Town Attorney John Randolph (see accompanying exhibit copies).

The P&Z Memorandum states an improper, false conclusion in aid of the Applicants that is simply wrong and indefensible. The Memorandum states, in regard to the still visionary and forward-looking 1979 Agreement that has protected the historic and cultural heritage of Palm Beach: “It is for this reason, along with the passing of over 40 years since the Agreement’s inception that the applicant seeks to create a properly updated document to rely on for future purposes.” This conclusion promoting the interests of the Applicants is incorrect and improper and should not have been indulged in by Planning & Zoning.

References and incorporation of the record and exhibits in this Memorandum refer to and incorporate all of the documents submitted by the Applicants as part of the Application, as well as the public record of the Town Code, Comprehensive Plan and minutes, proceedings and other records of the Town of Palm Beach, the Town Council and the judicial and adjudicative authorities that have considered the Poinciana Playhouse and Poinciana Plaza. Additional exhibits are also submitted in connection with this Memorandum.

The Applicants’ Application fails to meet Town landmark standards and admittedly violates the Town Code, Comprehensive Plan, 1979 Agreement and applicable law and must be rejected by the Landmarks Commission.



**From:** [Simon Taylor](#)  
**To:** [Kelly Churney](#); [Wayne Bergman](#); [James Murphy](#); [Sarah Pardue](#); [Bradley Falco](#); [Paul Castro](#); [Jordan Hodges](#); [Jay Boodheshwar](#); [RENE SILVIN](#); [Emily Lyn](#)  
**Subject:** PB Theater Guild Exhibits to Memorandum (Fourth Set) on Playhouse Application (Case Numbers COA-22-003 and ZON-22-018)  
**Date:** Tuesday, February 15, 2022 6:04:08 PM  
**Attachments:** [FlorentineCamerataAd.pdf](#)  
[FlorentineCamerataInvitFinalInsert32814.docx](#)  
[stbiosummlaw.pdf](#)

---

\*\*\*\*\*Note: This email was sent from a source external to the Town of Palm Beach. Links or attachments should not be accessed unless expected from a trusted source. Additionally, all requests for information or changes to Town records should be verified for authenticity.\*\*\*\*\*

To: Town of Palm Beach  
Town Clerk  
Landmarks Preservation Commission  
Planning, Zoning & Building Department

Please distribute the attached Exhibits to the Memorandum of the Palm Beach Theater Guild, Inc. opposing the pending application to the Town and the Landmarks Preservation Commission relating to the Poinciana Playhouse in Palm Beach. The Memorandum Exhibits should be distributed to all Landmarks Commissioners in advance of their meeting on February 16, 2022 and to all other relevant staff, agencies, departments and officials of the Town. The exhibits annexed consist of documentation of (a) the expertise and standing of the Palm Beach Theater Guild, which has put on at least 15 shows, performances, events, lectures and gatherings in Palm Beach; and (b) the expert background of the Guild's President, Simon Taylor, in relevant fields, including theater and motion pictures and producing, and areas of law including contract, finance, intellectual property, government regulation and litigation. The Palm Beach Theater Guild has been determined by court rulings to have standing in regard to the Poinciana Playhouse and Plaza.

The Theater Guild and its productions have had a particular emphasis on cultural history and historical sources and methods of arts funding and the venues, locales and "social" aspects of theater, motion pictures and culture. Our expertise in this regard was expressed in our show "Nights in Paris: Opera, Salons and the Moulin Rouge" tracing the course of French opera and music drama from Versailles to the Moulin Rouge and our "Night in Florence with the Florentine Camerata", which explored opera history and its relation to historical theaters. Our outlook is expressed in the following quoted text from our "Night in Florence" program.

"PALM BEACH AND FLORENCE"

"Can't we see in the Palm Beach community many of the forces and elements that made Renaissance Florence so fruitful in fostering the arts? Can we take some lessons from Florence in the 1400s and 1500s to see how they cultivated arts in storied homes, studios, salons and social settings? On April 8 at Mar-a-Lago, the Palm Beach Theater Guild will raise

these lively (and fun) questions in a stimulating evening of cocktails and opera arias.

"Our chosen focus for this gathering: the Florentine Camerata, a group of gentry, composers, writers and literati who met in notable houses in Florence and, by 1600, invented the art form of opera. The first opera ever composed, 'Dafne' by Jacopo Peri (1598), is lost to us, but we have the second opera, 'Euridice' by Peri and Giulio Caccini, which was created to be performed at the wedding of Marie de Medici to King Henry IV of France in 1600. We'll play parts of that opera and show images of the homes, personages and fashions of the time, followed by selected arias from the centuries that followed, including transcendent favorites from operas by Mozart, Verdi and Puccini.

"So join us for the story of the Camerata in Florence and the art form of opera that found its start there, an inspirational history challenging us in gatherings and activities in our community to pursue culture and cosmopolitan entertaining in social and cultural settings that can foster the performing and theater arts."

Please call or email the undersigned President of the Theater Guild if you need any information relating to the annexed Memorandum.

Sincerely,  
PALM BEACH THEATER GUILD, INC.

By: Simon Taylor  
President  
(561) 818-0170

# The Royal Poinciana Plaza



**DESIGNATION REPORT**  
**Wednesday, February 21, 2007**

**Landmarks Preservation Commission**  
**Palm Beach, Florida**

# **DESIGNATION REPORT**

## **Royal Poinciana Plaza**

### **Table of Contents**

- I. GENERAL INFORMATION
- II. LOCATION MAP
- III. ARCHITECTURAL INFORMATION
- IV. HISTORICAL INFORMATION
- V. STATEMENT OF SIGNIFICANCE
- VI. CRITERIA FOR DESIGNATION
- VII. ARCHITECT'S BIOGRAPHY
- VIII. SELECTED BIBLIOGRAPHY

Report written by Jane S. Day, Research Atlantica, Inc.

Report edited by Timothy M. Frank, AICP, Planning Administrator,  
Town of Palm Beach.

**I. GENERAL INFORMATION**

**Location:** Royal Poinciana Plaza  
340 Royal Poinciana Way  
Palm Beach, Florida

**Date of Construction:** 1957

**Principal Architect:** John L. Volk

**Present Owner:** Sidney Spiegel Trust # 31520371

**Present Use:** Shopping Plaza, Offices and Theater

**Present Zoning:** C-PC Zoning District

**Palm Beach County  
Tax Folio Number:** 50-43-43-22-00-001-0050-001

**Current Legal**

**Description:** This designation report documents the entire Royal Poinciana Plaza. The legal description that follows describes the entire property. Its source is the Survey Map prepared by Avirom & Associates, Inc. on September 8, 2004. This survey was submitted to the Town of Palm Beach with the application for a Certificate of Appropriateness to the Landmarks Preservation Commission on December 29, 2006.

**Legal Description:**

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 Cocoanut Row; on the west by the Waters of Lake Worth; on the south by the following described line:

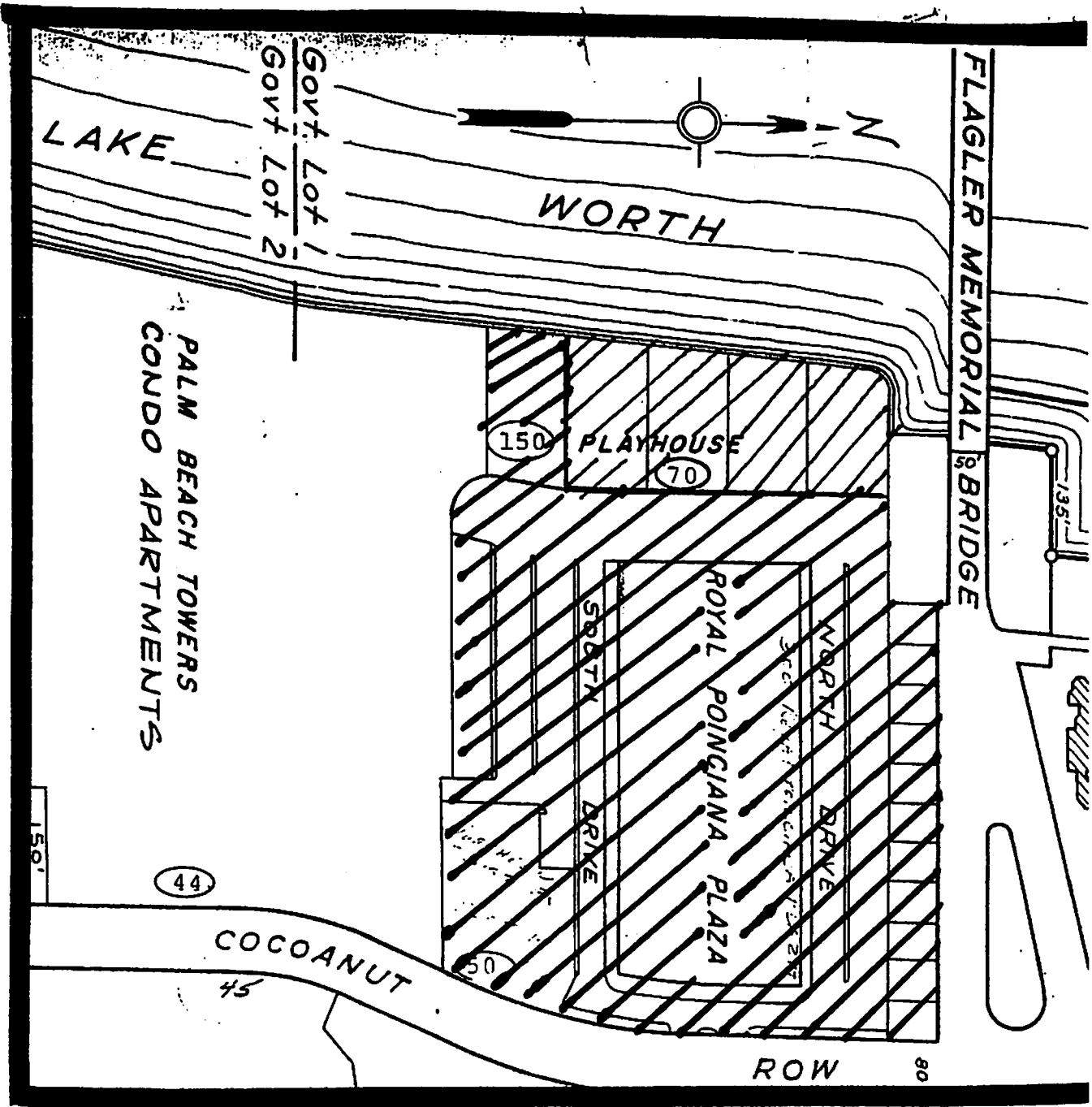
Commencing at the intersection of the northerly right-of-way line of White Hall Way with the westerly right-of-way line of Cocoanut Row, as said streets are described in deed recorded in Deed Book 814, Page 477, and subsequent pages, Public Records of Palm Beach County, Florida; thence northerly along the said westerly right-of-way line of Cocoanut Row, a distance of 444.76 feet to the beginning of curve concave to the east having a radius of 329.60 feet and a central angle of 23' 53'30": thence northerly along the arc of the 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 66'14'30", 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 the curve to the northeast, having a radius of 65.03 feet and a central angle of 85'42'43", a distance of 97.28 feet; thence northwesterly 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 Country, Florida, thence westerly along the south line of the parcel of land described in Deed Book 1011, Page 226, said line being parallel with and 561.20 feet southerly from (measured at right angles to) the southerly right-of-way line of Royal Poinciana Way, a distance of 181.82 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, and easterly boundary of 71.20 feet, a northerly boundary of 190.74 feet plus 12.08 feet on two different coursed 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 592, Page 478 of Public Records of Palm Beach Country, Florida.

Said lands situate in Palm Beach, Palm Beach County, Florida and containing 502,899 square feet ( 11.9582 acres) more of less.

# LOCATION MAP

# Royal Poinciana Plaza

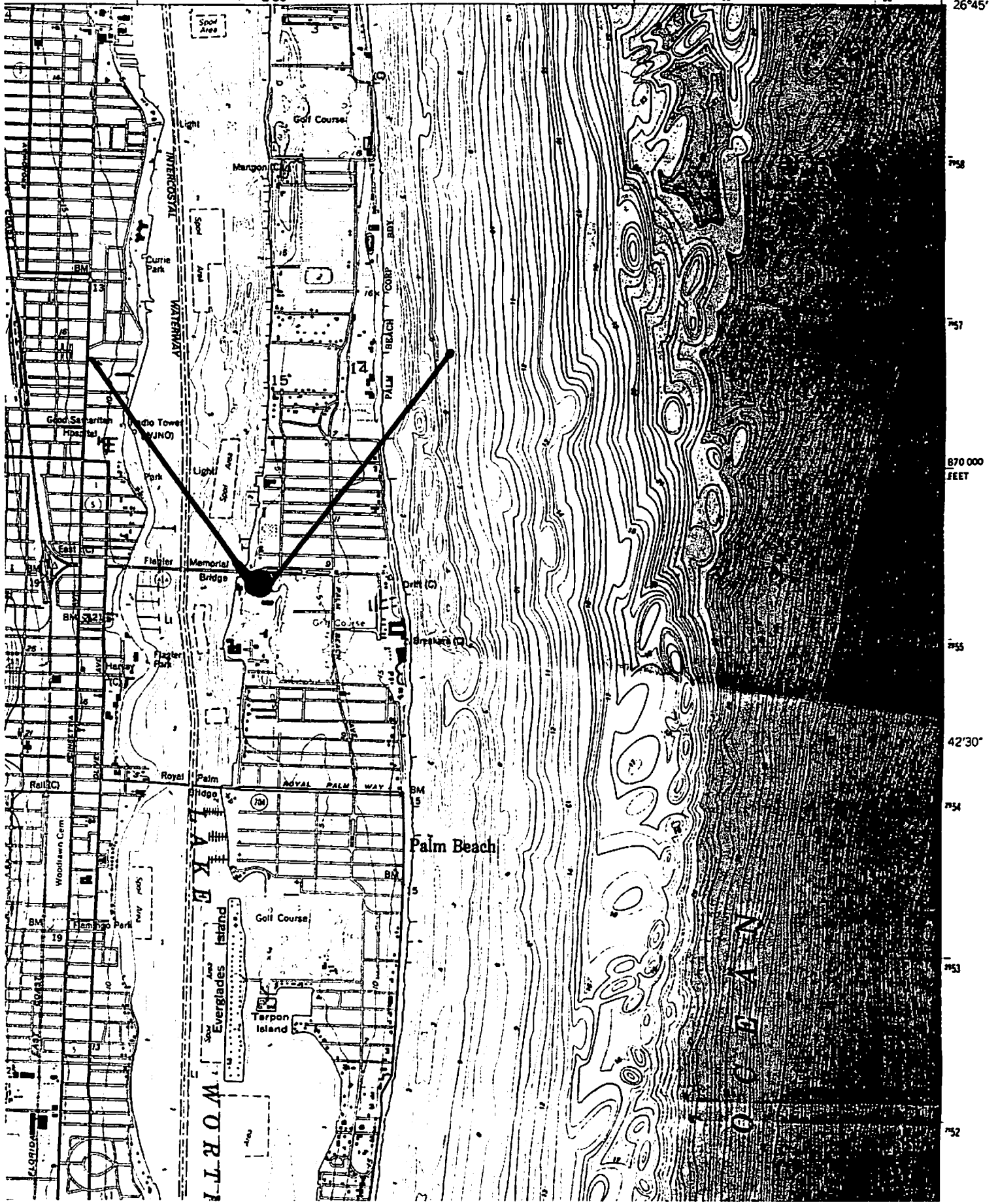


ES  
MMERCE  
C SURVEY

# Royal Poinciana Plaza Palm Beach, Florida

PALM BEACH QUADRANGLE  
FLORIDA-PALM BEACH CO.  
7.5 MINUTE SERIES (TOPOGRAPHIC-BATHYMETRIC)

95 2'30" 96 97 820 000 FEET 98 99 80°00' 26'45"





### III. ARCHITECTURAL INFORMATION

When John S. Phipps of Bessemer Properties, Inc. hired John L. Volk in 1957 to design The Royal Poinciana Plaza and Playhouse, Phipps challenged the well known architect with a demanding task, “John Volk, design for us a shopping plaza in any style you wish; however, it must endure for fifty years.”<sup>1</sup> Volk took the challenge and as was typical of his aesthetic vision, took into account not only the architectural style of the project, but the prominence of its site along Lake Worth and adjacent to the entrance to Palm Beach at the Flagler Memorial Bridge. Volk instinctively knew that good urban planning required him to produce a design that was compatible with the surrounding environment in form and scale, while being functional for the task at hand. He waded through the mid-twentieth century debate of “traditionalism vs. modernism,” reasoning through the design process, and recording his thoughts on paper in a significant document that helps the architectural historian understand why the Regency style was chosen for this project. In John Volk’s own words:

*Palm Beach is an international resort community which derives much of its atmosphere and charm from maintaining traditional architectural styles in its homes and buildings. These include the Spanish and Italian styles introduced in the 1920's and the British Colonial, Georgian and Regency styles in more recent decades.*

*A strong argument for maintaining traditional architecture in Palm Beach, therefore, is the necessity to avoid marked contrast and discord with existing buildings. An ultra modern structure would break the continuity of styling and no matter what the merits, would create an eyesore in the resort. This would also be true were a Georgian mansion erected in Miami Beach whose major areas are dominated by various versions of “modern” styling.*

*Since contemporary modern architecture is in a transitional period of marked and rapid change, it tends to date quickly. This eliminated modern as a style for buildings expected to maintain a lasting quality and usefulness for a specified period.*

*Considering the above factors and the function of the proposed Plaza as an attractive community center and shopping area, I chose Regency as a most appropriate architectural style for the buildings.*

*Regency is also singularly adaptable to the open modern plan. Its use of large scale openings, wide arches, porticos, doorways and windows makes it particularly suitable for a community center and shopping area such as the Royal Poinciana*

---

<sup>1</sup> John L. Volk, “The Royal Poinciana Plaza” and “The Royal Poinciana Playhouse.” Original manuscript on file at the Volk archives, Palm Beach, Florida. See also John L. Volk, John L. Volk, Palm Beach Architect, compiled by Lillian Jane Volk, Lory Armstrong Volk, and William Dale Waters. (Palm Beach: 2001) p.206.

## *Plaza.*<sup>2</sup>

Volk makes clear in this document that he was aware of both the importance of tradition and the trend, during the 1950s, toward modernism. His compromise between the two intellectual perspectives was forward thinking and part of Volk's brilliance. Realizing that the Royal Poinciana property was more than just a commercial destination, and in fact with the inclusion of the Playhouse would be a true "community center," Volk adapted the traditional Regency style of architecture for his design. This architectural form flourished during the regency and reign of George IV, and harkens back to nineteenth century England and the work of John Nash who constructed the Royal Pavilion at Brighton and Regent's Park in London. The style also references the Italian master Andrea Palladio and neoclassical influences. Volk turned the elegant, geometric, and rather formal style that features simple lines, uncluttered planes, and Roman columns with porticos, archways and bay windows, into a pedestrian friendly site adopted for modern commercial use. He integrated indoor and outdoor space, while also designing to accommodate for the automobile, parking, and the need to solve contemporary ingress and egress issue. More recent South Florida projects like Mizner Park in Boca Raton, and City Place in West Palm Beach have built on this concept and owe a debt to the work of John L. Volk.

Because this designation report covers the entire 11.9582 acre site of the Royal Poinciana Plaza and Playhouse, the architectural history and style of each building will be discussed individually.

### **The Royal Poinciana Playhouse and Celebrity Room**

The building permit for the Royal Poinciana Playhouse was issued on September 24, 1957, and states that the structure was to include a theater building, club facilities, and offices. The estimated cost on the permit was \$326,000 although eventually the final cost would top one and a half million dollars<sup>3</sup>

The Playhouse is built of concrete blocks and covered with stucco. It is an irregular shaped building with a flat roof that is situated on the shores of Lake Worth, just south of the Flagler Memorial Bridge. The main entrance to the building is to the east facade, with a secondary entrance just to the south of the main theater doors. This secondary entrance originally went into the club facilities called the Celebrity Room. Design details on the building include shutters, pediments, engaged columns, and a double belt course at the roof line. The most prominent feature is the bowed section of the east

---

<sup>2</sup>Ibid.

<sup>3</sup>Town of Palm Beach Building Permit # 49257, September 24, 1957, on file at the Town of Palm Beach. And Edward Colin Dawson, "A Playhouse is Born," The Social Spectator, Volume LXIII, March, 1958.

facade to the north of the entrance. This bay segment of the theater builds from a solid base of scored blocks to five windows that are recessed and topped with fanlights and keystones. Small aluminum balconies add delicate details to the design. Four statues that were imported from Italy and represent the Four Seasons top the theater adding elegance and a classical and timeless reference to the architecture.<sup>4</sup>



The east facade of the Royal Poinciana Playhouse.

Note that the “ugly monolith” as Volk called the towering block that houses the scenery grid is barely visible from the driveway because of the way the building is sited.

On the north facade of the building, recessed in the rear of the structure is another commercial entrance and loading bay for the delivery and removal of scenery and equipment. John Volk designed the theater so that the large vertical block that houses the scenery grid and fly gallery, and usually towers over most theater facades, was terraced to the rear of the structure in graded planes. This strategy allowed the overall design to seem more horizontal and helped integrate the functional needs of a first class theater into the classical design of the whole. This strategy was also important to the overall scheme of the total Royal Poinciana Plaza site plan so that the theater itself did not overwhelm the shopping and office section in height.

---

<sup>4</sup>Some sources suggest that these statues represent the Four Muses. Without closer inspection it is difficult to analyze their iconography.

Although the Landmarks Preservation Commission does not usually evaluate interiors, it is important to note that in the case of a theater, the interior dictates its function and contributes to the importance of the building. John Volk was no novice to theater design. Early in his career in New York he had worked on designs for the Rivoli and Capitol Theaters, and during the 1920s, one of his first commissions was the completion of the 5000 seat Mecca Temple in New York which later became the New York City Center.<sup>5</sup> After designing the Royal Poinciana Playhouse, Volk went on to build the Parker Playhouse in Fort Lauderdale in 1966. This continuum of theater design over a long career, adds to the importance of this structure within the framework of Volk's career.

With all this experience, Volk designed the interior of the Royal Poinciana Playhouse taking into account the needs and demands both of the theatrical professionals who would work there, and the comfort of the theater going public. "The ceiling has two separate planes and, over the proscenium, is shaped in an acoustical curve which provides a sounding board to carry voices from the stage to every area of the theater," Volk said <sup>6</sup> Paul Crabtree, the production director of the theater noted in 1959 that, "We're supposed to have the finest acoustics in the country."<sup>7</sup>

The stage apron curved out into the auditorium and can be removed to reveal an orchestra pit. Seats were arranged in a stadium style to give every viewer good vision. The seats rise outward in a parabolic curve from the apron of the stage, and originally allotted 1200 cubic feet per person instead of the usual 700 cubic feet to provide more comfort.

Backstage the space is deep enough to accommodate three full-stage scenery platforms, and a grid and fly gallery is installed to make scenery change easy. There is also a wardrobe room, a full scene shop, and a paint shop so that scenery can be constructed on site. Lighting and other technical features of the theater were the most up to date of their era. Dressing rooms overlooked Lake Worth and have private entrances to a back terrace area for the comfort of cast and crew .



---

<sup>5</sup>Dawson, *ibid.*

<sup>6</sup>John L. Volk, John L. Volk, Palm Beach Architect. 207, and also quoted in Dawson.

<sup>7</sup>"The Royal Poinciana Playhouse," Theatre Arts, February, 1959. On file at the Volk archives, Palm Beach, Florida.

The club facilities of the Royal Poinciana Playhouse are to the south of the theater space in an area that was originally called the “Celebrity Room,” and later became the Champagne Room and the Poinciana Club. This room was elegant in decor and catered to before and after theater suppers and cocktails. There was dancing and entertainment nightly and a broad terrace overlooking Lake Worth gave the theater going public access to the waterfront. The terrace was called the “Venetian Pavilion.”

A *trompe l’oeil* mural on the domed ceiling was painted by artist Robert Bushnell who had also completed murals for the Bali Bar in the Everglades Club, the Waldorf-Astoria Hotel, and in New York’s Port Authority building. The mural included the portraits of 125 celebrities looking down from above over a Venetian style balcony and was roughly 45 feet long by 30 feet wide. Originally installed in the building in 1958, the painting was covered with a red canopy in the summer of 1973 and forgotten. When it was rediscovered in 1991, it received much press coverage and the Poinciana Club was renamed the “Celebrity Room” in honor of the painting.<sup>8</sup>



The “Celebrity Room” proved to be so popular that its greatest renovation took place the year

---

<sup>8</sup>Chris Romoser, “Poinciana Club unveils Mural,” Palm Beach Daily News, November 14, 1991, Page 1. and Gary Schwan, “Star-Studded Ceiling,” Palm Beach Post, November 14, 1991.

after it was opened in 1958 to accommodate more patrons. Because the room overlooks Lake Worth and the skyline of West Palm Beach, it is the setting of the building and its proximity to the theater that are its most important features. Its interior has been altered over time.



Building permits in the Town of Palm Beach records indicate that the Royal Poinciana Playhouse has had maintenance work over the years but has not been severely altered since its construction in 1957 (except for the enlargement of the Celebrity Room in 1958). Most work included alterations to kitchens, offices and interior updates. The air-conditioning was replaced in 1983, and the building was re-roofed in 1985. Despite these typical changes, the building maintains the architectural integrity of John Volk’s original design.

### **The Hibel Building**

A small one story building to the south of the Royal Poinciana Playhouse is almost universally known as the Hibel Building because it once housed the Edna Hibel Art Studio. At the present time the space is occupied by a retail establishment called “Designer To You.” This building was constructed in 1954 for the medical clinic of Dr. Edwin B. Davis. The building permit was issued on August 2, 1954 making this the oldest mid-century structure on the site. The architect on the permit was listed as Wyeth, King and Johnson and the cost of the building was \$48,000.<sup>9</sup>

---

<sup>9</sup>Town of Palm Beach Building Permit # 27654, August 2, 1954, on file at the Town of Palm Beach.





Constructed of concrete block with a stucco exterior in the Regency style, the Hibel building is a one story design with a flat roof and symmetrical fenestration. It was altered in 1968 and changed from a doctor's office to an art gallery. In 1976, it was altered again and transformed from the Poinciana Art Gallery to the Hibel Art Studio.<sup>10</sup> The building retains its architectural integrity and is compatible with the rest of the site in both scale and form.

### **The Slat House**

The central tower of the building called the Slat House is one of the oldest structures in Palm Beach. Built in approximately 1894, it was originally part of the greenhouse and conservancy for Henry Flagler's Royal Poinciana Hotel. In 1922, it was turned into a Dancing Pavilion by the FEC Hotel Company.<sup>11</sup> When Bessemer Properties, Inc. bought the parcel, the Slat house had already been incorporated as the entryway into a 250 seat theater for the Palm Beach Playhouse which was operated by Messmore Kendall, Jerry Maguire and Mary Howes. This group, which was the predecessor for the Royal Poinciana Theater, occupied the western section of the

---

<sup>10</sup>Town of Palm Beach Building Permits # 60968, September 19, 1968, and Permit # B 908, June 14, 1976: on file at the Town of Palm Beach.

<sup>11</sup> Town of Palm Beach Building Permit # 48, November 20, 1922, on file at the Town of Palm Beach.

building. In 1954, WPTV- Channel 5 built its broadcasting station in the east side of the building and remained on site until 1971. Herbert Mathes of Miami Beach was the architect of record for that project.<sup>12</sup> The west section of the building was used for storage. In 1974, John Volk was hired again to renovate the structure and make it more compatible with the rest of the Royal Poinciana Plaza. He accomplished this by adding regency style pediments and a columned portico. Volk left the “octagon shaped cupola to remain as a landmark of a bygone era.”<sup>13</sup> Later, in 1980, the building was renovated again by architect Christopher M. Jones. In its present condition, the Slat House has little relationship with the rest of the Royal Poinciana Plaza. The central cupola is its one important feature.



### **The Royal Poinciana Plaza and Shopping Center**

Building Permit # 13457 for the Shopping Plaza on the Royal Poinciana site was issued on April 3, 1957. John L. Volk is listed as the architect of record with contractors Wiggs & Maale, and Mack Richie, engineer. The permit estimates that the cost will be \$640,000 for 67, 853 square

---

<sup>12</sup> Town of Palm Beach Building Permit # 10954, April 12, 1954, on file at the Town of Palm Beach.

<sup>13</sup>Phil Robertson, “Old Theater to Be Renovated,” Palm Beach Daily News, November 3, 1974.



feet of building space.<sup>14</sup> Constructed in a low horizontal form in the Regency style, the shopping plaza was meant to be pedestrian in scale and connected to the Playhouse on a visual east-west axis with central gardens between. Again in John Volk's own words he discusses the importance of a pedestrian friendly atmosphere:

*Covered porticos lead from the perimeter parking areas through the terrace buildings to the Octagonal Garden in the center of the mall where shoppers can dine al fresco at canopied tables. Covered loggias run the full length of the terraces on either side of the mall with octagonal and circular pavilions spaced at intervals, and palatial colonnades terminating the loggias at the east and west ends of the terrace. Patrons can therefore visit the various salons along the mall without concern for inclement weather.*<sup>15</sup>



Polished black and white terrazzo flooring enhances the covered walkways at the Shopping Plaza.

---

<sup>14</sup>Town of Palm Beach Building Permit # 13457, April 3, 1957, on file at the Town of Palm Beach.

<sup>15</sup> John L. Volk, "The Royal Poinciana Plaza." Original manuscript on file at the Volk archives, Palm Beach, Florida. See also John L. Volk, John L. Volk, Palm Beach Architect, compiled by Lillian Jane Volk, Lory Armstrong Volk, and William Dale Waters. (Palm Beach: 2001) p.206.



One of several covered seating areas for the comfort of the patrons.  
Note that these porticos are also meant to bring people out into the garden areas.

Besides Volk's attention to the people visiting the site, the beauty of John Volk's plan for the Royal Poinciana Shopping Plaza is that it considered parking and the automobile from the inception of the design, not as an afterthought. Automobiles were to be parked around the Plaza not in front of the public gathering spaces. In fact, when writing about the design concept for the Plaza, Volk noted that "no cars may enter the mall or be parked along the outer sidewalks where they might block window displays."<sup>16</sup> The patron could be dropped off or walk to the interiors, and was meant to experience the space and shopping through the interior gardens with a view westward to the theater.

From the inception, however, the destination became so popular that a central connecting link with six more shops was added to the parallel shopping buildings of the Plaza in 1963. This added space allowed for more tenants but obstructed the original planned view to the theater.

---

<sup>16</sup>Ibid.





The original view from the Shopping Plaza to the Theater.

Another important design element that does remain are the palatial colonnades that “terminate the loggias at the east and west ends of the terraces.”<sup>17</sup> These colonnades are reminiscent of the neo classical form of Andrea Palladio with arched opening, pediments and classical urns.

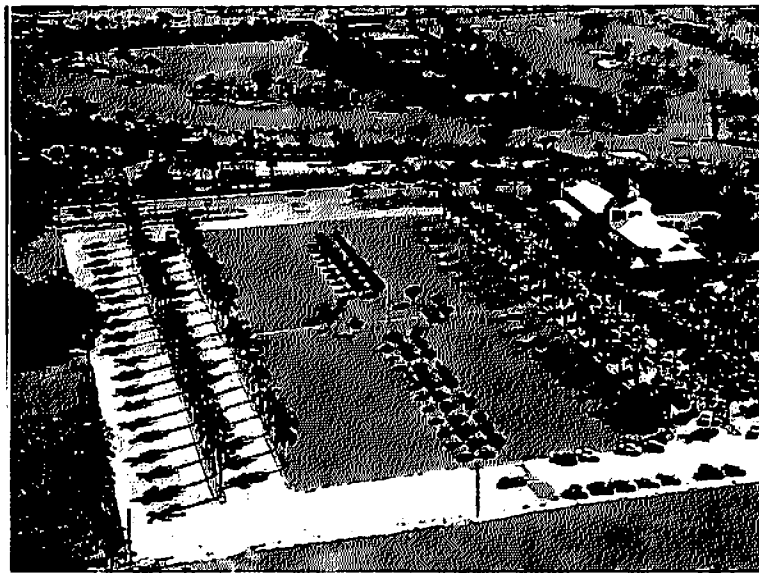


---

<sup>17</sup>Ibid.

#### IV. HISTORICAL INFORMATION

The first building permit listed in the Town of Palm Beach records for the site of the Royal Poinciana Plaza was issued on September 4, 1951 to Bessemer Properties to construct a seawall at the edge of Lake Worth.<sup>18</sup> This action began the conversion of the former site of Henry M. Flagler's Royal Poinciana Hotel to the Royal Poinciana Plaza and Playhouse as we know it today. The Royal Poinciana Hotel, that had originally opened on February 11, 1894, was in its heyday "the world's largest wooden hotel, stretching more than 1800 feet along Lake Worth."<sup>19</sup> With 1100 rooms and a variety of athletic and cultural activities, the Royal Poinciana Hotel was a true social center for the developing community of Palm Beach. The original Royal Poinciana Hotel was badly damaged by the hurricane of 1928 and eventually most of it was demolished over a period of years from 1934 to 1936. The huge conservatory and slat house remained and was used by the Palm Beach Playhouse Company as a theater. During this time, the Flagler East Coast Hotel Company sold the property to Bessemer Properties, which was controlled by the Phipps family. Bessemer sold the south portion of the land to the Palm Beach Towers and the Palm Beach Bank and Trust Company, and kept the north half for redevelopment.



The parcel when purchased by Bessemer Properties in the early 1950s. Note the Slat house to the right.

---

<sup>18</sup> Town of Palm Beach Building Permit # 39751, September 4, 1951, on file at the Town of Palm Beach.

<sup>19</sup>Charles Lockwood, The Breakers, A Century of Grand Traditions (Palm Beach:1996) p.23.

It was under the ownership of Bessemer Properties that John L. Volk was hired in 1957 to design the Royal Poinciana Plaza for the site. The original idea specified that the Slat house would be converted “into a modern television studio and a 500-seat theater for the former Palm Beach Playhouse Company.”<sup>20</sup> Volk suggested to James F. Riley, Sr., the general manager of Bessemer, that “rather than attempt to redesign the old playhouse, a new playhouse with every modern facility and convenience would greatly enhance the magnificent lakefront development and provide Palm Beach with an attraction worthy of its international reputation.”<sup>21</sup> Frank J. Hale, a former vaudeville dancer who went on to become the President of the National Yeast Corporation and the lessee of the theater, agreed and the new Royal Poinciana Playhouse was born on a site that had always been used for theatrical and cultural activities in the Town under Henry Flagler. This theater construction was an event of national importance because it was the “first legitimate professional theatre constructed in the United States since the Aedipia opened its doors in New York in 1928.”<sup>22</sup>

Besides the architectural importance of the site development, it is interesting to note the historical context of the Royal Poinciana Plaza construction. In 1957, the United States was going through one of many Cold War crises. John Volk wrote and it was later picked up in the press that on October 4, 1957, the day of the groundbreaking of the Playhouse, the Russian had launched the first sputnik “an event that caused the nations of the world to reel under the impact of the enormity of Soviet scientific advance.”<sup>23</sup> In the spirit of patriotism, Volk pushed construction schedules as quickly as he could and happily reported that “on February 3, 1958, one day short of four months later (after the groundbreaking) and four days after America’s first satellite was placed in orbit, the curtain rose on the grand opening of the Royal Poinciana Playhouse, its Regency elegance highlighting the tropical scene.”<sup>24</sup> Edward Colin Dawson also reported on the importance of the shopping plaza stating that “the dazzling elegance of the Regency terraces which form the Royal Poinciana Plaza is an assurance that not all the roots of our culture have been left to decay in our preoccupation with missiles and sputniks, and austere utilitarianism.”<sup>25</sup>

---

<sup>20</sup>Dawson. Op.cit.

<sup>21</sup>Ibid.

<sup>22</sup>John L. Volk, 207.

<sup>23</sup>Ibid.

<sup>24</sup> Ibid.

<sup>25</sup> Edward Colin Dawson, “The Royal Poinciana Plaza,” The Social Spectator, 1958, p. 181.

The opening season of the Royal Poinciana Playhouse was a huge success as were subsequent seasons.<sup>26</sup> Most seasons were completely sold out on a Season Subscription basis. Playhouse productions the first year included “Picnic,” “The Boyfriend,” and “The Happiest Millionaire.” Stars were TV’s Wyatt Earp, Hugh O. Brian, Bob Cummings, Vincent Price, Shirley Booth and Alexis Smith. The Playhouse was also the host to the Polo Ball that was attended by the Duke and Duchess of Windsor. Walter Winchell served as master of ceremonies.<sup>27</sup> United Press Columnist Bob Considine reported after visiting the American theater at the Brussels World Fair in 1958 that “I have now seen the second most beautiful theatre in the world. The first is the Royal Poinciana in Palm Beach.”<sup>28</sup>

Other firsts at the Royal Poinciana Playhouse marked important cultural events not just for Palm Beach but for the nation. In 1958, Hale presented the world premiere of the first full-length classical ballet created in the United States. Called “The Princess,” the score was written by Mario Braggiotti with a libretto by South African ballerina Jo Anna. The cast from New York was supported by the corps de ballet of the newly organized Palm Beach Ballet Company. Hale also started the Academy Royale in association with the Playhouse. This non-profit organization was formed to provide “promising talent with top professional instruction in drama, music and ballet.”<sup>29</sup> Miss Helen Hayes served on the group’s advisory board.

During the 1961 season, the Royal Poinciana Playhouse was selected by Laurence Langer of the Theatre Guild “over all the other theatres in the country for the American debut” of three plays which the New York Theater Guild was presenting for the United States Department of State.<sup>30</sup> The first play was Thornton Wilder’s classic, “The Skin of Our Teeth,” starring Helen Hayes. The

---

<sup>26</sup>It is interesting to note that before the opening of the Playhouse’s second season, Frank Hale, while traveling to Europe visited Pope Pius XII and reported to the press that the Pope had “blessed the Playhouse and all associated with it.” This, the press reported “was Frank’s supreme moment.” Edward Colin Dawson, “The Royal Poinciana Playhouse,” The Social Spectator, January 1959. P. 107.

<sup>27</sup> Ibid. 99.

<sup>28</sup> This quote was widely used in local sources about the Royal Poinciana Playhouse. It appears in Dawson’s article for The Social Spectator, (99) as well as “Playhouse....Palm Beach,” and in John Volk’s personal writings about the project and in the finished book, John L. Volk, Palm Beach Architect (207). There is no indication of which source was recorded first.

<sup>29</sup>“The Royal Poinciana Playhouse,” Palm Beach Life, January 15, 1959. p74.

<sup>30</sup>“Poinciana Playhouse ....Grand Opening January 23 Kicks off 1961 Social Season.” On file at the Volk Archives, Palm Beach, Florida.

other two plays were the world premieres of “The Glass Menagerie” and “The Miracle Worker” both of which went on to great theatrical fame and were eventually made into movies. After their run in Palm Beach, the plays went to Washington, D.C. for a performance for new president John F. Kennedy and then proceeded on a 36 week world tour.<sup>31</sup> Other performances that season included Arlene Dahl in “Roman Candle,” and a concert by Liberace. Jimmie Durante was rumored to be booked into the Celebrity room.

Throughout the history of the Royal Poinciana Playhouse celebrities and important theatrical productions have been associated with this venue. The Chamber of Commerce reported in its 1984 Official Guide to Palm Beach that, “An integral component of the Plaza’s 11 acre complex is the Royal Poinciana Playhouse with a seating capacity of 860. Facing the beautiful intracoastal waterway of Lake Worth, its glamorous opening nights of Broadway’s finest live theatre signals the start of the Social Season in Palm Beach.”<sup>32</sup> More recently, on January 20, 2002, Edward Albee, the three time Pulitzer Prize winning playwright, and former Palm Beach resident, wrote a letter to the Palm Beach Daily News stating that the playhouse “remains a splendid performing space and is filled with memories of Palm Beach’s high points.”<sup>33</sup> This is the legacy of John L. Volk’s Royal Poinciana Playhouse. It was built on the premise that the site, going back to Flagler’s era, has always been a spot for culture and gathering. The Royal Poinciana Playhouse is a place where the arts can be celebrated both for the Town, and for the cultural life of the community at large.

The Shopping Plaza was also a huge success. Early retail tenants included Hattie Carnegie, FAO Schwatz, Mark, Fore & Strike, Ambercrombie & Fitch, and Gucci. The law office of Alley-Mass, Rogers and Lindsay was one of the first offices on the site, and Schraft’s Restaurant added dining elegance to the destination. In 1984, The Official Guide to Palm Beach noted that “The Royal Poinciana Plaza, designed by famous Palm Beach Architect John L. Volk, with its Regency Style Architecture, copper cupolas, polished terrazzo walkways, bubbly fountains and lush sculptured gardens is an established Palm Beach landmark.”<sup>34</sup> In 2007, this already acknowledged landmark is worthy of protection under the Town of Palm Beach Landmark Ordinance so that its history

---

<sup>31</sup>Ibid.

<sup>32</sup>“Royal Poinciana Plaza,” 1984 Official Guide to Palm Beach Palm Beach Chamber of Commerce, p.65.

<sup>33</sup> Edward Albee, “Playhouse part of Cultural Heritage.” The Palm Beach Daily News. January 20, 2002. A 10.

<sup>34</sup>“Royal Poinciana Plaza,” 1984 Official Guide to Palm Beach Palm Beach Chamber of Commerce, p.64.

and architecture can be enjoyed by future generations.

## **V. STATEMENT OF SIGNIFICANCE**

The Royal Poinciana Plaza is important to the Town of Palm Beach and should be designated as a Landmark because it fulfills all four criteria of the Town's Historic Preservation Ordinance. Built in 1957, it was designed by well known architect, John L. Volk, and is a good example of his work and the Regency style of architecture as interpreted during the 1950s. It is also important as the site of one of the Town's leading cultural institutions, the Royal Poinciana Theater, and historically was placed on the site of an earlier theater and gathering place, Henry M. Flagler's Royal Poinciana Hotel.

## **VI. CRITERIA FOR DESIGNATION**

Chapter 54 of the Code of Ordinances of the Town of Palm Beach (Historic Preservation Ordinance) outlines the criteria for designation of a landmark or landmark site and suggests that at least one criterion must be met to justify the designation. Listed below are criteria which relate to this property and justification for designation:

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

The building of the Royal Poinciana Playhouse and the Royal Poinciana Plaza reflect the change of Palm Beach from the Flagler era and the Boom Times of the 1920s to the fashions and times of the mid-twentieth century. Built in 1957, The Royal Poinciana Plaza is a balance between "modern" concepts of shopping and gathering spaces and traditional architecture forms. Furthermore, the Royal Poinciana Playhouse added to the cultural life of the island, bringing top rated legitimate theater to Palm Beach, while preserving a public gathering spot along the lake front.

### **(2) "Is identified with historic personages or with important events in national, state or local history."**

The Royal Poinciana Playhouse has long been associated with a multitude of celebrities and theatrical stars. Helen Hayes, Bob Cummings, Arlene Dahl, Eva Gabor, Celeste Holm, Christopher Plummer, and Dame Judith Anderson are just a few of the award winning stars to have performed in this theater. It is also associated with important playwrights like Edward Albee and Tennessee Williams. More than any one personality, however, the theater is important because it was the first legitimate theater built in the United States after the Adelphia was completed in New York in 1928 and was reviewed as the most beautiful theater in America after its opening in 1958.



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

The entire Royal Poinciana Plaza is a good example of the Regency style of architecture as interpreted by John L. Volk in 1957. Bessemer Properties, the developers, gave Volk the freedom to design the project in any architectural type he desired. Using traditional styling and a sophisticated knowledge of theatrical requirements and urban planning, Volk took an important Palm Beach location, that had previously been occupied by Henry M. Flagler's Royal Poinciana Hotel, and transformed the site into a modern destination for cultural, commercial, and entertainment activities. As such it is extremely important for study and clearly fulfills criteria (3).

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

John L. Volk has always been recognized as one of the most important architects to have practiced in the Town of Palm Beach. His Palm Beach career started in the Town in 1924 and lasted until his death in 1984. During that sixty year time period, Volk designed many homes and individual properties, but it is his "public" projects that shaped how citizens of Palm Beach live, work, and play. The Royal Poinciana Playhouse and Plaza is one of these works. It should also be noted that although the Playhouse is the only theater Volk designed for Palm Beach, the work acted as a prototype for future theater projects in the region, and deserves protection under the Landmarks Preservation Ordinance of the Town of Palm Beach.

## **VII. ARCHITECT'S BIOGRAPHY**

### **John L. Volk**

John Volk has been called the last of the "original" Palm Beach architects. He was one of an elite group of early 1920s architects which included Addison Mizner, Maurice Fatio, and Marion Sims Wyeth who developed the architectural styles of the island that came to be known as the "Palm Beach Style". His designs included the Royal Poinciana Playhouse and Plaza, the conversion of the Four Arts Gallery, the Florida Capital Building on Royal Palm Way and several shops on Worth Avenue including the Everglades Colonnade.

Volk was born in Graz, Austria in 1901. He came to the United States with his parents at the age of nine and grew up in New York. He was a graduate of the Columbia University School of Architecture and the Ecole des Beaux Arts. Volk opened his office in Palm Beach in 1925.

Volk designed more than 1000 houses, theaters, clubs, shops, and other buildings and lived in Palm Beach from 1925 to his death in 1984. He designed homes for some of the wealthiest and most powerful people in America over his 58 year career in Palm Beach including Colonel Robert McCormack, William Paley, George Vanderbilt, Nicholas DuPont, Henry Ford II, Herbert Pulitzer, Matthew Mellon, George Storer, Horace Dodge II, and John S. Phipps

Included in the designs of John Volk are some of the most prominent buildings in the Palm Beach area including the First National Bank, the Royal Poinciana Plaza, the center section of the Town Hall, the Beach Club, Good Samaritan Hospital, and the golf terrace and orange gardens of the Everglades Club. He also extensively modified and rebuilt the Bath and Tennis Club after a major hurricane.

Numerous other buildings are the result of Mr. Volk's labor and it must be noted that no particular style can be exclusively associated with Mr. Volk. Unlike other talented architects who developed or refined specific styles, John Volk understood and perfected many varying architectural styles from the popular Mediterranean Revival to Contemporary Design.

## **VIII. SELECTED BIBLIOGRAPHY**

Albee, Edward. "Playhouse part of cultural heritage," Palm Beach Daily News, January 20, 2002.

Beach, Susan. "Poinciana Club honors Jane Volk," Palm Beach Daily News, January 3, 1992.

Curl, Donald, Palm Beach County: An Illustrated History. Northridge, California: Windsor Publications, Inc. 1986.

Dawson, Edward Colin. "A Playhouse is Born," The Social Spectator. Volume LXIII, March, 1958.

"Royal Poinciana Playhouse, Palm Beach," The Social Spectator, January, 1959.

"The Royal Poinciana Plaza," The Social Spectator, 1958.

Graulich, Heather. "John L. Volk: Born to be an Architect," The Palm Beach Post, January 20, 2002.

Heyworth, Gordon. "Around the Plaza," Social Pictorial. March 1965.

“Jane Volk tapped for honors by Poinciana Club governors,” Palm Beach Today, January 11 thru January 17, 1992.

Lockwood, Charles. The Breakers: A Century of Grand Traditions. Palm Beach, Florida: The Breakers Palm Beach, Inc.1996.

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

Palm Beach Chamber of Commerce. Official Guide to Palm Beach. 1984.

Palm Beach Life. January 1968.

“P.B. Playhouse is Architectural Jewel Box.” The Palm Beach Voice. January 16, 1970. Vol. IX. No.5.

“Playhouse .... Palm Beach,” on file at the Volk Archives, Palm Beach, Florida.

“Poinciana Playhouse ... Grand Opening January 23 Kicks of 1961 Social Season.” on file at the Volk Archives, Palm Beach, Florida.

Robertson, Phil. “Old Theater to Be Renovated,” Palm Beach Daily News, November 3, 1974.

Romoser, Chris. “Poinciana Club unveils Mural,” Palm Beach Daily News. November 14, 1991.

“Royal Poinciana Playhouse,” Palm Beach Illustrated. October 1998.

“Royal Poinciana Playhouse,” Palm Beach Life. January 15, 1959.

Schwan, Gary. “Starr-Studded Ceiling,”. November 14, 1991.

“The Royal Poinciana Playhouse,” Theatre Arts February, 1959.

Town of Palm Beach, Building and Zoning Department.

Volk, John L. John L. Volk, Palm Beach Architect. Compiled by Lillian Jane Volk, Lory Armstrong Volk, and William Dale Waters. Palm Beach, Florida: John L. Volk Foundation, 2001.

“The Royal Poinciana Playhouse” unpublished manuscript ,Volk Archives Palm Beach.



Reprinted from

# The Social Spectator

VOLUME LXIII

MARCH, 1958

## A Playhouse Is Born

By

EDWARD COLIN DAWSON



*Exterior view of the magnificent new Royal Poinciana Playhouse in Palm Beach. The four superb statues gracing the Regency style facade depict the four seasons, and were brought from Italy.*

**T**HE DESIGN AND CONSTRUCTION of a new professional theatre in the United States has become such a rarity that to delve into the archives and put your finger on the last building designed specifically for the living theatre would be a research project in itself.

It would probably take you back at least thirty years and you would find yourself involved in the dreams of Joseph Urban or Norman Bel Geddes, if not in the revolutionary fantasies of Sir Edward Gordon Craig—magnificent conceptions on a drawing board—but where, in the United States, did the actual theatre come into being?

Barn theatres for the summer circuit have cropped up in almost every state in the union, but these have involved little more than clearing out the bull pen and adding a few wooden benches or, in the more posh barns, moth-eaten plush seats from a condemned movie palace.

True, scenic artist Alexander Wycoff designed the interior and stage appurtenances for the new barnlike theatre at Ogunquit, Maine, in 1937. But it is a wooden structure that has none of the outward charm achieved, for example, in the Colonial facade of America's oldest summer playhouse, the Lakewood Theatre of Skowhegan, also in Maine, which was built in 1901.

You have to set your compass south from Skowhegan and travel almost the full depth of the United States and span fifty-seven years to find the new building that was conceived as a theatre, designed as a theatre, and con-



# Royal Poinciana Playhouse, Palm Beach

structed as a theatre to enrich the cultural life of the fabulous community which it serves.

America's newest contribution to theatrical architecture, an art in itself dating back to the amphitheatre of Dionysus where Aeschylus produced the first play in 511, B.C., is the Royal Poinciana Playhouse in Palm Beach, Florida.

As an architectural masterpiece with no peer in our contemporary American scene, the Royal Poinciana Playhouse is the creation of architect John Volk, whose breathtakingly beautiful structures during the past thirty-odd years have focused the attention of art lovers the world over on the magnificent homes, public buildings and industrial projects of Florida, Jamaica and the Bahamas that bear his stamp.

Apart from its architectural excellence, the Royal Poinciana Playhouse also represents a considerable feat in calculated rapid construction.

On the day that Russia launched its first sputnik, October 4, 1957, an event that cast a shadow of terror over the nations of the world as they reeled under the impact of realizing the enormity of Soviet scientific advance, the ground was broken in a quiet ceremony for the foundation of the Playhouse, a contribution to America's cultural growth.

Yet, one day short of four months later, on February 3, 1958, expedited by John Volk and the contracting firm of Wiggs &



*John L. Volk, distinguished architect, whose many fine homes and buildings in Palm Beach have been crowned by a super masterpiece, the Royal Poinciana Playhouse.*

Maale Construction Co., Inc. the curtain rose on the grand opening of the Royal Poinciana Playhouse, its Regency elegance highlighting the tropical scene—and landscaped down to the last acacia tree, with the added touch of a rock garden near the entrance.

John Volk has been beautifying the architectural face of Palm Beach since 1930 when he broke with the traditional but anachronistic Spanish and Italian styles, introduced by Addison Mizner, and

designed the first white-roofed Colonial manor, "The Plantation," home of Byron Chandler. He introduced Georgian architecture to Palm Beach when he designed the house for Col. Edward J. Donovan, now the home of Thomas Shevlin.

There is not space enough to include all the architectural masterpieces of John Volk; Florida alone has more than a thousand structures which he designed and built. But those who have sought him out to design their homes are testimony in themselves to the esteem in which he is held. They include the Marquis De Cuevas, Vincent Bendix, Herbert Pultizer, Ronald Balcom, Robert Shepard, Charles E. Davis, Mrs. J. Jay O'Brien, Sydney Vere-Smith, Kenneth Smith, John S. Phipps, Count Seherr-Thoss, George B. Storer, Delmar Kroehler, Edward B. McLean, Henry Ford II, Mrs. Robert Tarrant, Carleton R. Dodge, Col. Robert McCormick, Clifford Brokaw, George F. Baker, Jr., and Don Kelley.

One of his foremost achievements is the beautiful Horseshoe Plantation, residence of Mrs. George F. Baker in Tallahassee, widely acclaimed for its classic charm.

When you see John Volk for the first time you might mistake him for a dour Scotsman—the pensive frown as he ponders a problem, the heavy tweed jacket, the black thorny briar pipe almost always in his hand. But when you meet him and see the sharp clear eyes, the broad friendly smile as he modestly, but authoritatively, explains one of his projects, you know there is nothing dour about him.

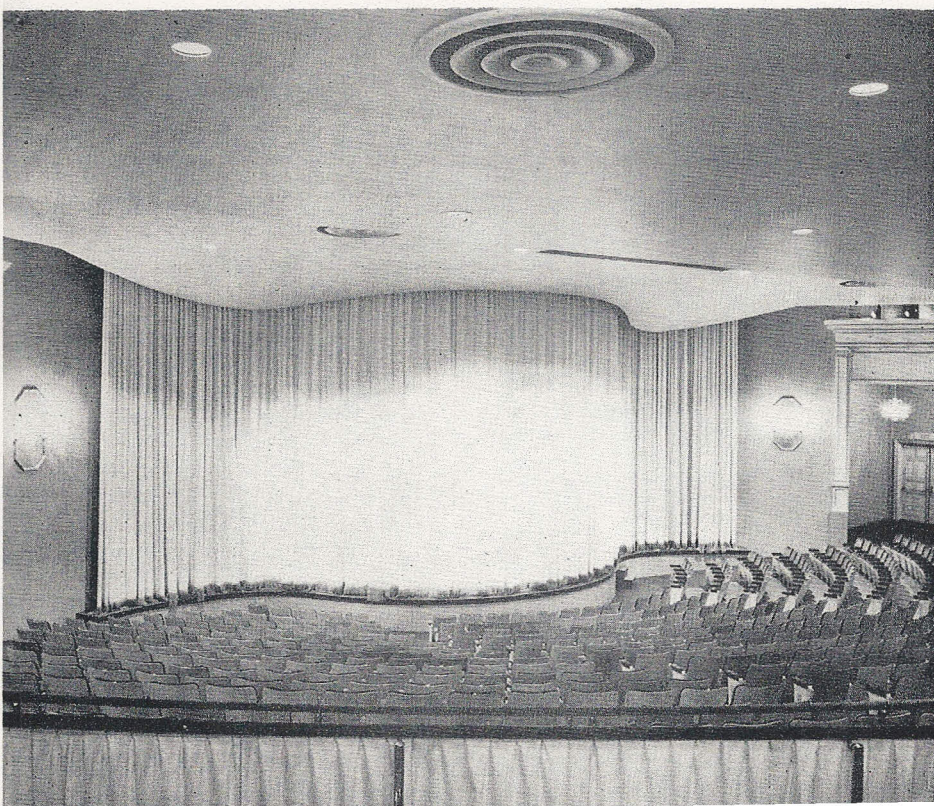
And if his sturdy stature may have suggested a hardy Scots highlander, you have another surprise, for John Volk's antecedents were all Austrian; he himself was born in Austria, though he has lived in America most of his life, and was educated at Columbia University and the Beaux Arts in New York. If you expect a trace of foreign accent, you will be disappointed, for his speech is that of the cultured New Yorker, with none of the spurious affectations.

In undertaking the design of the Royal Poinciana Playhouse, John Volk was no neophyte to theatrical architecture. He worked on the designs for the Rivoli and Capitol theatres in New York, and one of his first commissions in the 1920's was the completion of the 5000-seat Mecca Temple, now the New York City Center, housing musicals, operas and operettas.

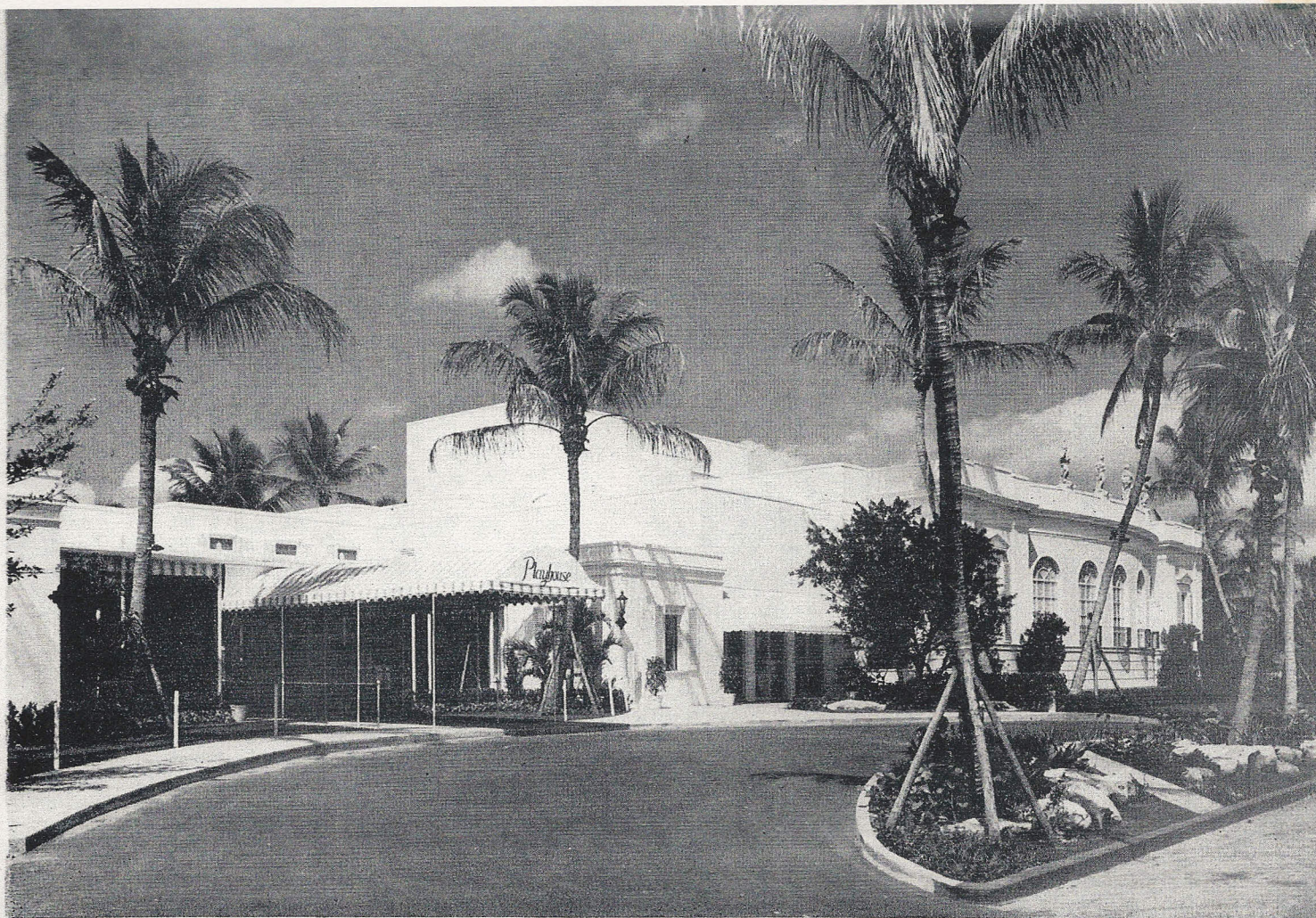
It was John Volk also who was called in by Bessemer Properties to convert the huge conservatory of the Royal Poinciana Hotel—left standing as a landmark when the world-famous hotel was torn down—into a modern television studio and a 500-seat theatre for the former Palm Beach Playhouse company.

Though the Palm Beach Playhouse was unique in its gay tropical interior decor, its amphitheatre shape and its semi-circular stage, its seating capacity through the

*Interior of the Playhouse showing the accoustical curve above the proscenium which is followed by the curtain.*







*Frontal view of the Royal Poinciana Playhouse, Palm Beach.*

years became inadequate with the growth of the resort.

With plans already in advanced stages for his new Royal Poinciana Shopping Plaza, adjacent to the old playhouse, John Volk suggested to James F. Riley of Bessemer Properties that, rather than attempt to redesign the old playhouse, a new playhouse with every modern facility and convenience would greatly enhance the magnificent lakefront development and provide Palm Beach with an attraction worthy of its international reputation.

Bessemer Properties and Frank J. Hale, new lessee of the old playhouse, saw the wisdom of John Volk's suggestion, and the Royal Poinciana Playhouse was commissioned, at a cost exceeding one million and a half dollars.

Rising from the water's edge at the head of the fountained Mall which is lined with the fabulous shops of the Royal Poinciana Plaza, the new Playhouse presents an inspiring tribute to an architect's vision. John Volk has once more created a masterpiece of exquisite line and form.

He chose the Regency style of the early nineteenth century for both the Playhouse and the Plaza buildings because of its clean simple lines, its uncluttered planes, its dignified Roman columns and its spacious doorways, archways and windows.

Where most theatre buildings, including many of Europe's most modern structures, are marred by the ugly monolith created by the towering block which houses the scenery grid and fly gallery, John Volk has terraced his building in graded planes so that the lines of the scene loft integrate with the over-all classic design.

The interior of the Playhouse is of the stadium-type, with the seats rising outwardly in a continuous parabolic curve from the apron of the stage. The ceiling has two separate planes and, over the proscenium, is shaped in an accoustical curve which provides a sounding board to carry voices from the stage to every area of the theatre with equal sensitivity. Mr. Volk chose Empire for the interior decor, combining rich red or "royal purple" with white and gold. Above the loggia and boxes the ceiling is lighted by Maria Theresa crystal chandeliers imported from Europe.

The stage apron curves out into the auditorium to provide an additional acting area such as used in Elizabethan theatres. The apron can slide back to reveal an orchestra pit for use in musical productions.

The front curtain follows the outward curve of the stage apron and the accoustical curve in the ceiling, and its folds can be regulated individually for special

effects. It is made of fibre glass and weighs 800 pounds.

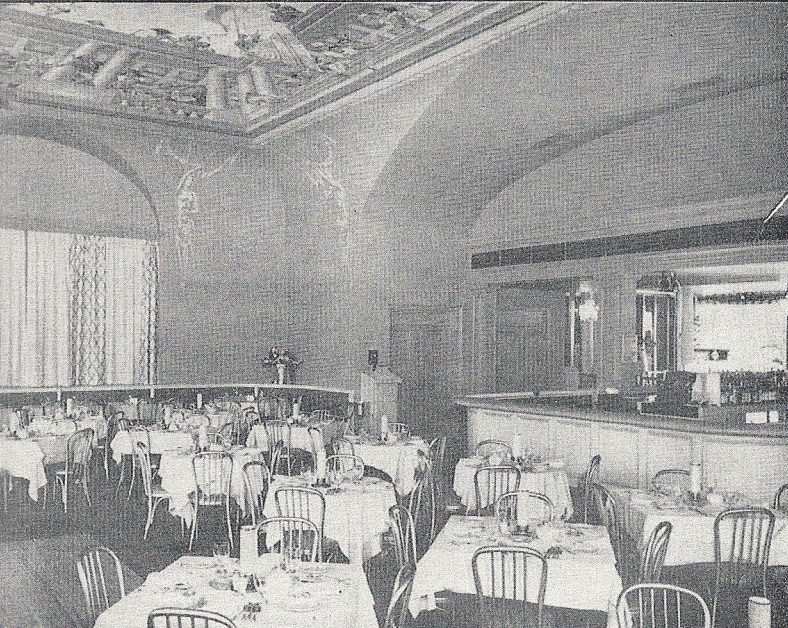
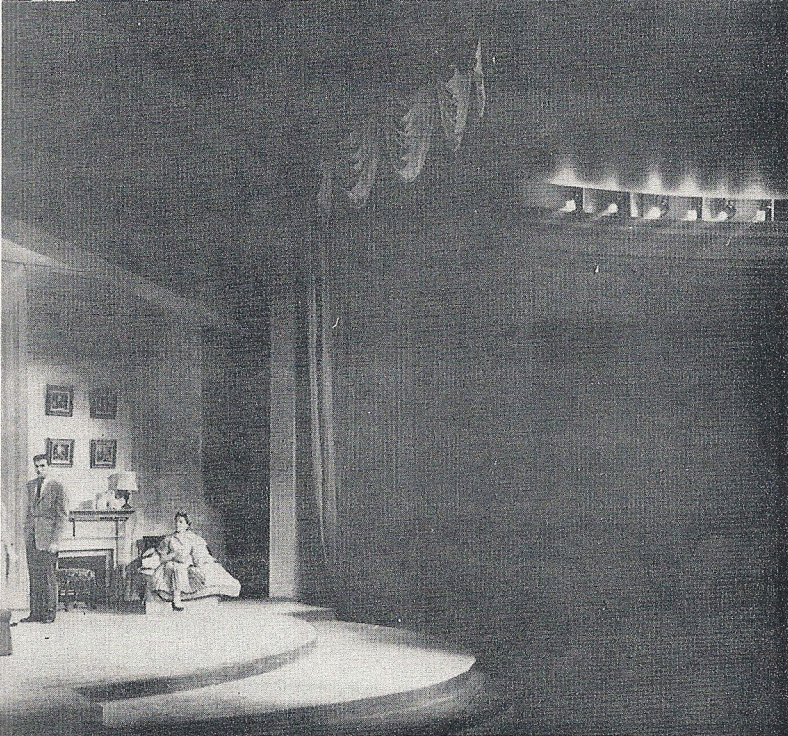
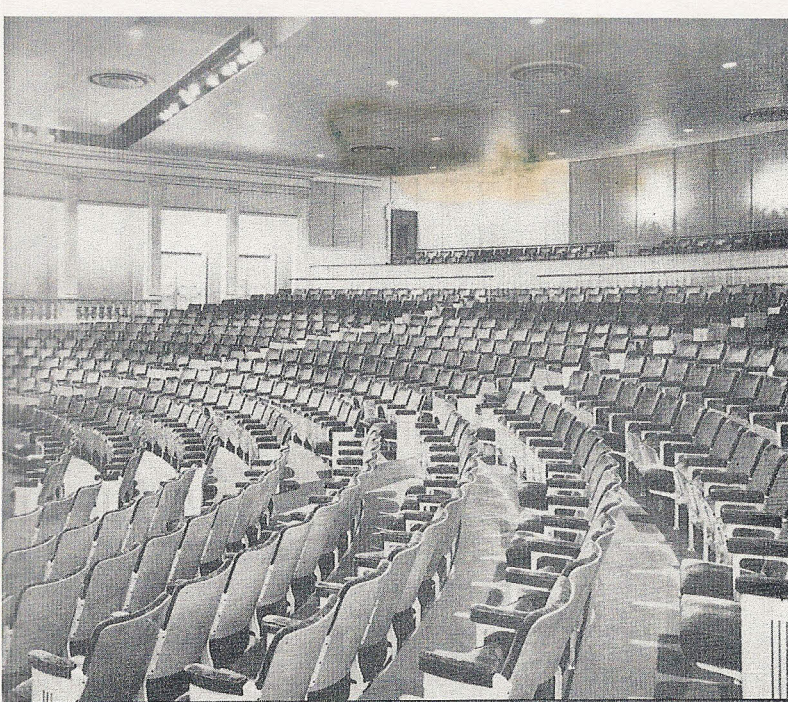
The auditorium contains 707 luxuriously comfortable seats, spaced for a perfect view of the full stage from any part of the house. They are limited in number also so that, where the average theatre allows 700 cubic feet per person, the Royal Poinciana Playhouse patron is allotted 1200 cubic feet.

In the event the seating capacity of the Playhouse should prove inadequate in the future, foresighted Architect Volk has designed the rear wall so that it may be extended back to provide an area for 200 additional seats.

For the foyer of the Playhouse he chose Early Victorian design, not to be confused with the clumsy lines of Late Victorian, and the color scheme is a delicate mauve and gold. A silk flock wallpaper, specially made for the Playhouse, decorates the walls.

Beyond the foyer is the spacious Celebrity Room where playgoers may dine before or after the theatre and obtain refreshments between the acts. The room is high-ceilinged and larger in itself than many Little Theatres in the United States. A Venetian scene populated with likenesses of personalities in the entertainment world is the subject of a huge ceiling mural designed





for the Celebrity Room by artist Robert Bushnell.

Backstage, John Volk has created a theatrical producer's dream world for Paul Crabtree, the Playhouse's producing director, and a scenic artist's heaven for art director Jim Riley, who aided Mr. Volk inestimably in planning all the technical installations.

First is the **space**. The backstage area is deep enough to handle three full-stage mobile scenery platforms so that almost instantaneous scene shifts are possible with a minimum crew. In addition, the most advanced type of grid and counterweight system is installed in the fly gallery to make the flying of scenery for scene changes or storage effortless.

Another innovation is the scene shop and paint shop, known only to stock company theatres of yesteryear, where scenery of Broadway caliber for any type or size of production can be constructed.

In the ceiling of the auditorium is a concealed light bridge which covers the full width of the theatre and contains the lighting control room from which all lighting effects can be adjusted electronically. There are no catwalks and ladders up there to increase the stage electrician's life insurance premiums. Architect Volk has designed the system so that every light is readily accessible from a full-sized passageway. Probably no other theatre in America has this innovation.

Behind the actual stage area, overlooking Lake Worth, are suites of executive offices where president Frank Hale and Paul Crabtree and their staffs can enjoy the lake breezes while planning the productions.

Back here also are tiers of spacious luxurious dressing rooms with every convenience for members of the acting company, something so rare in theatrical history that one might suspect John Volk of having harbored histrionic ambitions at some time in his career. The dressing rooms actually lead onto a wide terrace where actors may relax in deck chairs overlooking the lake.

A public address system carries the onstage voices to the actors' dressing rooms so that actors can relax between scenes without fear of missing their cues. Also, closed-circuit television covers the onstage action and gives the stage manager and the executive offices upstairs a full-stage view of the production at all times.

Certainly, like all his other artistic endeavors in the broad field of architecture, the Royal Poinciana Playhouse is a symbol of John Volk's genius, and a monument to his forthright dedication to bringing greater and lasting beauty into the lives of those who have the privilege of knowing his works.



*Photos: Top to bottom:*

- a. *The Playhouse has a seating capacity of 707 luxurious seats (top). The lighting control can be seen recessed in the ceiling.*
- b. *Production shot showing the apron extending into the auditorium. The front level can be removed for the orchestra pit in musical productions.*
- c. *The Celebrity Room showing a corner of the ceiling mural.*

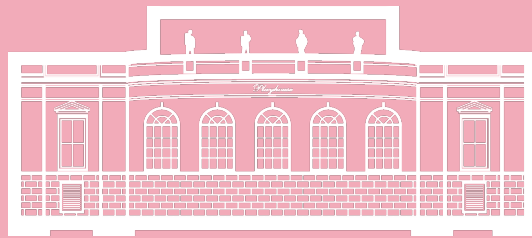
Photo credits: Edw. D. Hipple

John L. Volk & Associates  
 206 Phipps Plaza  
 Palm Beach, Florida  
 TEmple 2-6148



 **INNOVATE** PRESENTS

# INNOVATE INSTITUTE



A MULTI-USE CULTURAL AND CIVIC CENTER





VATE  
LISTED  
NYSE



## Serving the town of Palm Beach

As Chairman of INNOVATE Corp., and as a full-time resident of Palm Beach for the past 19 years, I am pleased to present the following information in support of a one-of-kind opportunity to put The Royal Poinciana Playhouse back to use as a best-in-class, multi-use cultural and civic center dedicated to promoting Palm Beach's history and community. Renamed the INNOVATE Institute, our goal is to host a myriad of events and groups including world-class performing arts (music, film, dance, etc.), corporate and economic-focused gatherings and conferences, Palm Beach civic and community group, as well as making the Institute available for those social occasions and events that demand a first-rate venue. We believe that when our vision for the INNOVATE Institute becomes a reality, the Institute will become a testament to and destination for the elevated quality, unique history and un-paralleled sense of community that makes Palm Beach so special.

INNOVATE Corp., listed on the New York Stock Exchange with the symbol "VATE," is a platform of best-in-class assets in three key areas of the new economy: Infrastructure, Life Sciences and Spectrum. In addition to these exciting businesses, INNOVATE is dedicated to promoting an inclusive culture based on innovation, excellence, integrity, loyalty and merit. We believe that this culture will translate into the types and quality of events and programs that we will bring to the Palm Beach community throughout the entire year. We also believe that the Institute will provide numerous opportunities for and we plan to schedule community-based events providing exposure to arts and cultural events to audiences that might not otherwise get such exposure. We think this is strongly aligned with the values that underpin what we do at INNOVATE.

I became Chairman of this exciting business in 2020 and set the strategic tone and direction at INNOVATE. My wife Jill and I have lived in Palm Beach for almost 20 years and we raised our children here. During this time we have constantly strived to make our community a better place, supporting numerous local causes including education, health, children, preservation and more. We are pleased and excited to present this unique concept for The Royal Poinciana Playhouse and look forward to working with the Town to bring the INNOVATE Institute to life.

Very truly yours,

Avie Glazer

# INNOVATE is a platform of Best-in-class assets in 3 key areas of the new economy:

## Infrastructure

**DBM Global:** Largest steel fabrication and erection company in the USA



## Life Sciences

**R2 Technologies:** FDA-cleared revolutionary device to lighten and brighten skin in the \$22 billion<sup>(1)</sup> aesthetic dermatology market

**MediBeacon:** Developing the first real-time monitoring of kidney function, which has received “breakthrough device designation” from the FDA and is being developed to address a \$7 billion<sup>(2)</sup> market



## Spectrum

**HC2 Broadcasting:** One of the largest broadcast station groups in the US, owning 2.3 billion MHz POPs of spectrum

## HC2 Broadcasting

**INNOVATE Corp. brings this same commitment to community involvement at both the holding company level and at each of its operating segments to the Palm Beach community by establishing the "INNOVATE Institute" as a first-class civic and cultural center located at The Royal Poinciana Playhouse.**

## **Infrastructure**

**INNOVATE Corp.** delivers efficient construction and local collaboration to create, restore and establish residential and commercial environments promoting public engagement at **DBM Global**.

## **Life Sciences**

**INNOVATE Corp.** is dedicated to identifying and developing and promoting healthcare technologies and wellness lifestyles at **Pansend Life Sciences**.

## **Spectrum**

**INNOVATE Corp.**'s **Spectrum** assets serve urban neighborhoods and rural areas nationwide with 238 free television stations providing up-to-date information to the public on local issues, events, and news, as well as entertainment.

**INNOVATE Corp. is uniquely positioned for community involvement**

# INNOVATE INSTITUTE

- The **Innovate Institute** will breathe life back into The Playhouse as a best in class, dynamic year- round cultural arts center supporting a wide variety of philanthropic and community-service oriented uses through events and entertainment.
  - The space will be designed as a flexible, multi-purpose space with an eye towards providing the community with a range of programming and entertainment that will allow them to engage with the space as has never been done before.
- The **Innovate Institute's** programming is anticipated to include, but not exclusively limited to, live music performances, dance, theater, lectures, film festivals, children's programming and art exhibitions, in addition to corporate events and once in a lifetime moments.
- Innovate intends to usher the cultural arts center into the 21<sup>st</sup> century catering to the community with year-round, dynamic programming, by partnering with key local, regional and national organizations.

**The INNOVATE Institute will be a cultural arts center that is flexible at its core, with the ability to do music, live lectures, project film, art exhibitions, luncheons, and children's programming, with a small format theater that caters to modest productions designed for smaller audiences.**

- INNOVATE Corp. and the INNOVATE Institute is committed to serving the Town of Palm Beach and its residents
- The INNOVATE Institute will work closely with local hotels and restaurants, hosting luncheons, weddings, cocktail events and gatherings.
- The INNOVATE Institute will participate in Chamber of Commerce activities
- The INNOVATE Institute will be listed in the Palm Beach directory
- The INNOVATE Institute will actively participate and seek to recruit programs benefitting the local community
- The INNOVATE Institute is committed to the civic, educational and charitable organizations on the island and will actively seek to host and participate in community philanthropic events
- The INNOVATE Institute is committed to providing one-of-a-kind memorable events for attendees of its events
- The INNOVATE Institute Calendar of Events will be set up to ensure we attract and host a wide variety of programs designed to appeal to the specific interests and needs of the Palm Beach community



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

CASE NO.: 502005CA005585XXXXMBAO

POINCIANA MANAGEMENT, INC.,

Plaintiff(s),

vs.

TOWN OF PALM BEACH, FLORIDA,

Defendant(s).

FINAL JUDGMENT

THIS CAUSE came before the Court for non-jury trial on May 7 and May 8, 2007. The Court heard testimony of the witnesses and received exhibits into evidence. The Court has considered the arguments of counsel and the submittals of the parties supporting their respective positions pretrial, and post-trial in the form of proposed Final Judgments. The Court has also reviewed the depositions submitted into evidence and has reviewed the trial transcript in the above matter. The Court is otherwise fully advised in the premises. Based upon the above, and after resolving conflicts in the testimony and evidence, the Court makes the following findings of fact and conclusions of law.

Findings of Fact

The current dispute arises out of differing interpretations of a March 6, 1979 Agreement ("1979 Agreement") between the TOWN OF PALM BEACH ("Town") and the predecessor of the Plaintiff, Poinciana Properties, Limited ("Poinciana") concerning property known as the Royal Poinciana Plaza ("Plaza"). This 1979 Agreement was executed as a result of a variance request and amended variance request by the developers of the Plaza property. The Town Council approved the amended variance request subject to various agreed conditions. These agreed conditions included a unity of title to the property, maintenance of a Mysore fig tree and dismissal of the pending suit relating to the

removal of the tree, agreement that upon completion of construction of the one additional building there will be no additional construction of new buildings in the Plaza and an agreement that the space occupied by the Poinciana Theater would be used only as a theater and in the event of sale, such restriction would continue with the land and be contained in the deed of conveyance.

In accordance with this approval, the Agreement was entered into and provided specifically in part as follows:

2B. There shall be no construction of any new buildings in the Royal Poinciana Plaza . . . , 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. . . .

2E. [The Partnership, its successors and assigns] 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. . . .

2F. [The Partnership, its successors and assigns] 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.

2G. [The Partnership, its successors and assigns] 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.



Simultaneously with the execution of this Agreement, unity of title was executed.

The current dispute arises out of interpretation of the last sentence contained in Paragraph 3 above. The Plaintiff contends that the Agreement has terminated by its terms since various amendments to the zoning ordinances in the Town have provided the developer with "further development possibilities". To the contrary, the Town contends that there have been no such further development possibilities as a result of zoning revisions and, in fact, any zoning ordinances subsequent to the execution of the Agreement have, in fact, restricted further development rather than aided further development. Furthermore, the Town contends that the Defendant has waived or is otherwise estopped to assert any termination of the Agreement.

Within a year of the 1979 Agreement, the property was sold to Sidney Spiegel, as Trustee, on behalf of Poinciana Management, Inc., the current Plaintiff. In accordance with the Agreement, the deed transferring the property to the new owner specifically incorporated language which prohibits the use of the Poinciana Theater for any purposes other than set forth in the Agreement. At the same time, Mr. Spiegel, on behalf of the new owners, entered into an Assignment and Assumption Agreement in which he acknowledged and agreed to and accepted the assignment of the 1979 Agreement and assumed all obligations therein.

At the time Mr. Spiegel acquired ownership of the plaza, the Town had already approved construction of a new building in the northwest corner of the plaza. Mr. Spiegel, however, abandoned such new construction and instead requested the town allow him to reconstruct and add additional office space to the so called "slat house". The Town Council approved this new construction after Mr. Spiegel confirmed he intended to



maintain in full force the Agreement. This approval was also subject to an amendment incorporating all remaining provisions of the 1979 Agreement. That May 1980 amendment again provided all the remaining terms and conditions of the 1979 Agreement shall remain in full force and effect except as modified herein.

From this amendment in 1980 through 2001, approximately 17 separate amendments were entered into, each amendment specifically providing that all remaining terms and conditions of the [1979] Agreement shall remain in full force and effect. These numerous amendments dealt with the Town's permission to allow continuation of the matinee performances at the Poinciana Theater.

Mr. Spiegel on behalf of the owners now contends that subsequent to 1979 numerous changes to the various zoning ordinances have provided "further development possibilities" and thereby voided the terms and conditions of the agreement. Nevertheless, from 1984, he executed approximately 17 amendments to the Agreement and on each occasion reaffirmed that all remaining terms and conditions of the 1979 Agreement shall remain in full force and effect. At no time until August 2001, did Mr. Spiegel ever advise the Town or suggest that the 1979 Agreement was ineffective or had been voided by "further development possibilities". Pertinent to this was the testimony of Mr. Spiegel when asked why he didn't assert such a position testified, "Because we had the tenant, and were satisfied that as long as the building was being rented or leased, then there was no need to do anything about that" Nevertheless, Mr. Spiegel acknowledged that the Agreement specifically provided that he would not allege "economic hardship" as a basis to abrogate any of the terms of this Agreement.

Subsequent to the 1979 Agreement, the Town adopted various changes in its zoning ordinances as applied to the Poinciana Plaza. Plaintiff contends that a number of these ordinances have created "further development opportunities" which void the Agreement. Principally, the Plaintiff relies upon Ordinance 4-80 which changed the CA zoning for the property to the newly created C-PC Zoning District; Ordinance 6-81 which identified timeshares as a "use"; Ordinance 1-86, which reduced the size of parking spaces from 10x20 to 9x18; Ordinance 1-03 which provided a separate density for hotel and timesharing use. As to whether these Ordinances, in fact, create "further development possibilities" as contemplated by the Agreement, the Court finds the testimony of Robert Moore, Bill Brisson and Charlie Semon persuasive and the Court accepts their testimony.

Mr. Brisson was intimately involved in the drafting of Ordinance 4-80 and was also involved in Ordinance 6-81. Likewise, he had played a role in Ordinances 1-86 and 1-03. Charlie Semon analyzed the density allowable within the Plaza prior to Ordinance 4-80 and compared that density with each ordinance change, through the last ordinance in question, 1-03. Robert Moore was the Director of the Planning, Zoning and Building Department of the Town of Palm Beach from January 1981 through September 2005.

Mr. Brisson went through each of the ordinances claimed by the Plaintiff to create further developmental possibilities and explained the reasons for the zoning change as well as the effect upon the Plaza. Specifically, Ordinance 4-80 changed zoning to C-PC which was merely a descriptive term and was not intended to create a "planned unit development". Moreover, under Ordinance 4-80, no uses were allowed which were, in fact, not permitted under the prior zoning, C-A. In regard to 6-81, dealing with timeshares, the

primary purpose was to preserve the residential character of neighborhoods and prevent timesharing from being located in certain residential neighborhoods. As such, this Ordinance did not permit any new use not available in the Plaza prior to March of 1979. Similarly, Ordinance 1-86 dealing with parking did not create any development opportunities within the Plaza. Similarly, Ordinance 1-03 by specifying density figures for hotels and timeshares again did not create any development opportunities not available prior to 1979.

As indicated above, Mr. Siemon made density comparisons under the various ordinances. His calculations establish that there has been a roughly two-thirds reduction in floor space ratio development in the Plaza subsequent to 1979. Thus, from 1979 until June of 2005, there had never been an opportunity for additional building square footage within the Plaza.

While Robert Moore was not Planning Director at the time of the 1979 Agreement, he did testify in regard to the "timeshare" Ordinance, 6-81. It was clear from his testimony that prior to the adoption of that ordinance, timeshares had previously appeared in the Town and was added as "use" to regulate the appropriate places for timesharing. As a result, he opined that there were no further development possibilities existing as a result of said ordinance.

In opposition to this testimony, the Plaintiff presented the testimony of Richard Orman, a Planning and Management Consultant. Mr. Orman's opinion, however, was predicated solely upon an economic analysis which allows construction of timeshares on the property subsequent to 1979. Therefore, Mr. Orman's testimony was predicated upon the fact that timeshare could not have been built on the property to 1979, an

opinion this Court finds the evidence establishes to the contrary. Moreover, the conceptual plan utilized by Mr. Orman to support its position made no economic comparison to those uses allowed prior to the 1979 Agreement. For these reasons as well as others set forth in the record, the Court does not accept the testimony of Mr. Orman.

Conclusions of Law

From October of 1979 through August of 2005, the Plaintiff repeatedly received the benefits under the Agreement without questioning its validity or attempting to disaffirm it. Moreover, in 18 separate amendments to that Agreement throughout the years, Mr. Spiegel on behalf of the Plaintiff, agreed that all terms and conditions of the 1979 Agreement (including those related to the Poinciana Playhouse) remained in full force and effect. In fact, it was only after the Playhouse became economically unviable, that Mr. Spiegel "discovered" that the agreement was void because various ordinances created further developmental possibilities. Under such circumstances and by these acts, Plaintiff has ratified the terms of the Agreement, waived any right to claim that the Agreement is terminated or otherwise is estopped to assert its current position.

Contractual terms and provisions may be waived, both expressly and implicitly. *Gilman v. Butzloff*, 22 So.2d 263, 265 (Fla. 1945). A valid condition in a contract may be waived after its occurrence or upon defective performance if the complaining party continues to recognize the existence of the contract. *Par Am Distributing Co. v. Saw-a-Stop, Inc.*, 124 So.2d 753, 755 (Fla. 1<sup>st</sup> DCA 1960); *In re Westminster Assoc., Ltd.*, 285 B.R. 38, 47 (Bkrcty. M.D. Fla. 2002). See also, *Scocozzo v. General Dev. Corp.*, 191 So.2d 572 (Fla. 4<sup>th</sup> DCA 1966)[involving an attempt to rescind and cancel a contract for purchase of a house and lot].

Parties generally waive contractual provisions or conditions by continuing to perform and accept performance under the contract, thereby implicitly acknowledging the existence of the contract. See, *Raimondi v. I.T. Chips, Inc.*, 480 So.2d 240, 241-42 (Fla. 4th DCA 1985)(general rule is that party who continues to accept contractual benefits after a breach and with knowledge of the breach is estopped to assert and waives right to claim termination of the contract for breach of covenant or condition); *Wing, Inc. v. Arnold*, 107 So.2d 765, 768 (Fla. 3rd DCA 1959)(where contract entitled lessor to cancel contract upon condition that lessee destroyed property and failed to rebuild it, lessor waived ability to cancel contract by continuing to perform under contract for two years after occurrence of condition); *Florida East Coast Railway Co. v. Holiday Inns, Inc.*, 323 So.2d 664, 666 (Fla. 3rd DCA 1975)(lessor waived right to cancel contract when it performed under contract and accepted benefits of contract for six years after condition which justified cancellation).

While the Court finds that the Plaintiff is estopped or has waived or has otherwise ratified the terms and conditions of the 1979 Agreement, there have not been "further developmental possibilities" so as to void the terms and conditions of the Agreement. While further developmental opportunities is not defined in the Agreement, both parties agree that the contract should be given its natural meaning or a meaning most commonly understood in relation to the subject matter and circumstances, with a reasonable construction preferred to an unreasonable one. *Royal Investment and Development Corp v. Monty's Air Conditioning Service, Inc.*, 511 So.2d 419, 421 (Fla. 4th DCA 1987).

Likewise, in determining the common meaning of words not defined within a document, the language of the contract itself is the best evidence of the parties' intent.

*Dows v. Nike, Inc.*, 846 So.2d 595, 601 (Fla. 4<sup>th</sup> DCA 2003). Furthermore, one must look at the whole document rather than parts in order to determine the parties' intent. See e.g., *Robins v. Walter*, 670 So.2d 971, 974 (Fla. 1<sup>st</sup> DCA 1995). In addition, courts have also looked at the common dictionary definition to determine the common meanings of words. *Winn-Dixie Stores, Inc. v. 99 Cent Stuff - Trall Plaza, LLC*, 811 So.2d 719, 722 (Fla. 3<sup>rd</sup> DCA 2002). Both parties concur in the dictionary meanings of the words "further development possibilities". "Further" is defined as "in addition" or "additional", *Merriam-Webster's Collegiate Dictionary* (10<sup>th</sup> ed.); *Black's Law Dictionary* (6<sup>th</sup> ed.); "development" is defined as "the act, process or result of developing" or "an activity, action, or alterations that changes undeveloped property into developed property," *Merriam-Webster's Collegiate Dictionary* (10<sup>th</sup> ed.); *Black's Law Dictionary* (7<sup>th</sup> ed.); and "possibilities" means "the condition or fact of being possible" and the term "possible" means "being something that may or may not occur." *id.* Based on the dictionary meanings, "further development possibilities" would reasonably mean "additional" development possibilities.

Based upon the foregoing, the Court determines that, in fact, there has not been any "further development possibilities" as a result of the various ordinances claimed by the Plaintiff. Therefore, the Plaintiff has failed to establish through evidence that the 1979 Agreement has terminated by its own terms.

The Court is not unmindful that in denying dueling Motions for Summary Judgment, this Court did so on the basis that the contractual language was "ambiguous". Nevertheless, after hearing all the evidence, the Court finds that the language contained in the 1979 Agreement providing for "further development possibilities" is clear and unambiguous as applied to the facts of the present litigation. Under any reasonable

interpretation of the language, and any definition asserted by the parties, there has not been any "additional development possibilities" shown by the evidence. In addition, a municipality's reasonable interpretation of its own ordinance should be given great deference by the courts. See, *Palm Beach Polo, Inc. v. Village of Wellington*, 918 So.2d 988, 993 (Fla. 4<sup>th</sup> DCA 2006); *Las Olas Tower Company v. City of Fort Lauderdale*, 742 So.2d 306, 312 (Fla. 4<sup>th</sup> DCA 1999). Only if the municipality's interpretation of its ordinances and statutes is unreasonable or clearly erroneous should a reviewing court substitute its interpretation for that of the municipality. *Palm Beach Polo* at 995, *Las Olas* at 742. Here, the Town's interpretation of the definition of "further development possibilities" can neither be considered unreasonable nor erroneous, nor can Mr. Moore's opinions that the Town's zoning ordinances enacted since 1979 do not provide "further development possibilities" be considered unreasonable or erroneous.

The Court is not unsympathetic to the Plaintiff's position that Poinciana Playhouse is economically unviable. Nevertheless, this is the Agreement that the Plaintiff has made with the Town, an Agreement fully executed by the Town under which the Plaintiff has obtained substantial benefit for a number of years. The Plaintiff's remedy, however, is not in the courts but with the Town Council.

Therefore, it is

CONSIDERED, ORDERED AND ADJUDGED as follows:

1. 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 Plaintiff.



2. The 1979 Agreement, in paragraph 2E and F specifically, requires that the Poinclana Theater, located in the Plaza, be maintained and operated as a theater of the performing and/or visual arts and for lectures or other special events, and prohibits its use for any other purpose.

3. Plaintiff, as successor and assignee to the 1979 Agreement, does not have the right to demolish the Poinclana Theater.

4. Judgment is hereby entered in favor of the Defendant with the Court reserving jurisdiction to award costs upon proper motion.

DONE AND ORDERED this 10<sup>th</sup> day of July, 2007 at West Palm Beach, Palm Beach County, Florida.

  
\_\_\_\_\_  
DAVID F. CROW  
CIRCUIT COURT JUDGE

Copy furnished:  
LINDA CONAHAN, ESQUIRE, 500 East Broward Blvd., Suite 1400 Ft. Lauderdale, FL 33394  
JOHN C. RANDOLPH, ESQUIRE, P. O. Box 3475, West Palm Beach, FL 33402-2475  
JOHN A. DEVAULT, III, ESQUIRE, 101 East Adams St., Jacksonville, FL 32202

DEED

THIS DEED, dated this 8 day of October

A.D. 1979, between Poinciana Properties, Ltd., a limited partnership, having an office at 5 Coconut Row, Palm Beach, Florida 33480, hereinafter called the Grantor, and Sidney Spiegel, as Trustee, whose mailing address is P.O. Box 11, Palm Beach, Florida 33480, hereinafter called the Grantee, which term shall include when used herein, wherever the context so requires or admits, its successors, executors, administrators and assigns.

79. 17.6997

379 OCT -5 PM 2:02

25.60  
311 237.00

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee all that certain piece of property and tract of land situate in the County of Palm Beach and State of Florida, more particularly described on Exhibit "A" annexed hereto and made a part hereof (the "premises"), subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record (provided said easements are located contiguous throughout the property lines and are not more than ten feet in width as to the side lines), agreement by the Grantor and the Town of Palm Beach, Florida, and those restrictions set forth in Schedule B of Title Insurance policy No. 101-174489 issued by Commonwealth Land Title Insurance Company, a copy of which is annexed hereto as Exhibit "B" and made a part hereof.

Return to:  
C.H. WARWICK  
DR. BOX 2755  
PALM BEACH,  
FLA  
33480

This instrument prepared by:  
Joseph M. Fleming, Esq.  
Schulte & McGoldrick & Zabel  
251 Royal Palm Way  
Palm Beach, Florida 33480

17807  
PALM BEACH COUNTY  
STATE OF FLORIDA DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
P.B. OCT-579  
11104 900.00

ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX
900.00	900.00	900.00	900.00

17812  
PALM BEACH COUNTY  
STATE OF FLORIDA DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
P.B. OCT-579  
11104 900.00

ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX
900.00	900.00	900.00	900.00

17817  
PALM BEACH COUNTY  
STATE OF FLORIDA DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
P.B. OCT-579  
11104 900.00

ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX
900.00	900.00	900.00	900.00

17822  
PALM BEACH COUNTY  
STATE OF FLORIDA DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
P.B. OCT-579  
11104 900.00

ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX
900.00	900.00	900.00	900.00

17827  
PALM BEACH COUNTY  
STATE OF FLORIDA DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
P.B. OCT-579  
11104 900.00

ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX
900.00	900.00	900.00	900.00

17833  
PALM BEACH COUNTY  
STATE OF FLORIDA DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
P.B. OCT-579  
11104 900.00

ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX
900.00	900.00	900.00	900.00

17838  
PALM BEACH COUNTY  
STATE OF FLORIDA DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
P.B. OCT-579  
11104 632.00

ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX	ORIDA STAMP TAX
900.00	900.00	900.00	900.00

This is a Certified Copy

The Grantee hereby assumes and covenants to pay the debts of the mortgages more particularly described in items 16 and 20 on Exhibit "B" hereto, together with interest thereon, and to abide by and perform all of the terms and covenants of said mortgages and the notes secured thereby as part of the consideration for this conveyance.

The Grantee hereby agrees to prohibit use of the so-called "Poinciana Theater" located at the premises for any purpose other than as set forth in paragraph E of Agreement, dated March 6, 1979, between the Town of Palm Beach and Grantor, which Agreement is recorded in Official Record Book 3023, Page 380 of the Public Records of Palm Beach County, Florida.

And, subject to those matters set forth above and on Exhibit "B", the Grantor does hereby fully warrant the title to the premises, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor and Grantee do hereunto set their hands and seals the day and year aforesaid.

Signed, Sealed and Delivered in the presence of:

*Larry A. Reingold*  
*[Signature]*

POINCIANA PROPERTIES, LTD.

By: *[Signature]*  
 General Partner

Signed, Sealed and Delivered in the Presence of:

*Larry A. Reingold*  
*[Signature]*

*[Signature]*  
 Sidney Spiegel, as Trustee

B3150 P0633

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF PALM BEACH )

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Cabin Satterfield III to me known and known to be a general partner of Poinciana Properties, Ltd., the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 14<sup>th</sup> day of October, 1979.



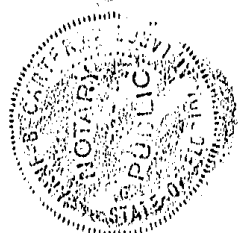
Anne B. Carter  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires June 27, 1981

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF PALM BEACH )

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Sidney Spiegel, as Trustee, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed same.

WITNESS my hand and official seal this 4<sup>th</sup> day of October, 1979.



Anne B. Carter  
Notary Public

My commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 27, 1981

This is not a deed

B3150 P0634

Exhibit "A"

Description

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 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 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°-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°-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°-42'-43", a distance of 97.28 feet; thence north-westerly, 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 90.03 feet and a central angle of 102°-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°-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



B3150 P0635

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 208.41 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 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, recorded in Deed Book 592, page 478 of the Public Records of Palm Beach County, Florida.

EXHIBIT B

B3150 P0636

Policy No. 101-174489

SCHEDULE B

File No. 75-22.1

This policy does not insure against loss of damage by reason of the following:

1. Rights or claims of parties other than insured in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Unfiled mechanics' or materialmen's liens.
4. Taxes subsequent to December 31, 1978.
5. Riparian and littoral rights, if any.
6. Title to personal property.
7. Easement for ingress and egress granted Edwin Brown Davis by instrument dated March 31, 1955 and recorded in Deed Book 1090 at Page 264 of the public records of Palm Beach County, Florida.
8. Easement to Florida Public Utilities Company granted by instrument dated November 19, 1956 and recorded among the public records of Palm Beach County, Florida in Deed Book 1163 at Page 613 thereof.
9. Rights of tenants, as tenants, in possession under unrecorded leases.
10. Easement for water line set forth among the public records of Palm Beach County, Florida in Deed Book 548 at Page 472 encroaches to a maximum extent of 4.5 feet onto a strip of land 34.75 feet in length, forming a portion of the North boundary of the land in Schedule A and adjoining on the East the nearly-rectangular parcel of land in Schedule A as an exception.
11. Four electric power line easements ten feet in width granted to Florida Power & Light Company on July 9, 1956 per letter of July 9, 1956 to Florida Power & Light Company.
12. Easement for maintenance of water mains and pipelines given to West Palm Beach Water Company on January 1, 1923 as shown on a certain map entitled "West Palm Beach Water Company Map of Pipe System and Water Tower on Florida East Coast Hotel Company Property" recorded March 16, 1951 in Deed Book 936 at Page 633 of the public records of Palm Beach County, Florida.
13. Easements as are set forth on that certain plat of survey of subject property prepared by Lawrence A. Matthes, Registered Professional Land Surveyor of State of Florida, said survey dated April 30, 1975 and recertified on February 14, 1978.
14. Memorandum of Lease executed by Atlantic Coast Investing Company to Parella Enterprises, Inc. dated November 1, 1974 and recorded on December 11, 1974 in Official Records Book 2374 at Page 1183 of the public records of Palm Beach County, Florida.
15. Zoning and other restrictions imposed by governmental authority.
16. Mortgage from Poinciana Properties, Ltd. to Atlantic Coast Investing Company, a Florida corporation, dated March 6, 1978, recorded March 7, 1978 under Clerk's File No. 33233, public records of Palm Beach County, Florida.
17. Assignment of Leases from Poinciana Properties, Ltd. to Atlantic Coast Investing Company dated March 6, 1978, recorded March 7, 1978 under Clerk's File No. 33232, public records of Palm Beach County, Florida.
18. UCC-1 Financing Statement from Poinciana Properties, Ltd. to Atlantic Coast Investing Company dated March 6, 1978, recorded March 7, 1978 under Clerk's File No. 33234, public records of Palm Beach County, Florida.
19. Conditional Assignment of Rentals from Poinciana Properties, Ltd. to Atlantic Coast Investing Company dated March 6, 1978, recorded March 7, 1978 under Clerk's File No. 33235, public records of Palm Beach County, Florida.
20. Mortgage from Poinciana Properties, Ltd. to The Travelers Insurance Company dated March 6, 1978, recorded March 7, 1978 in Official Records Book 2821, Page 776, of the public records of Palm Beach County, Florida.

(continued on attached schedule)

ORIGINAL

FORM 2002 (Continued)  
EXHIBIT B

B3150 P0637

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**  
PHILADELPHIA, PENNSYLVANIA

File No. 75-22.1

Policy No. 101-174489

Schedule B is continued as follows:

21. Conditional Assignment of Rentals from Poinciana Properties, Ltd. to The Travelers Insurance Company dated March 6, 1978, recorded March 7, 1978 in Official Records Book 2821, Page 784, of the public records of Palm Beach County, Florida.
22. Assignment of Leases from Poinciana Properties, Ltd. to The Travelers Insurance Company dated March 6, 1978, recorded March 7, 1978 in Official Records Book 2821, Page 788, of the public records of Palm Beach County, Florida.
23. UCC-1 Financing Statement from Poinciana Properties, Ltd. to The Travelers Insurance Company dated March 6, 1978, recorded March 7, 1978 in Official Records Book 2821, Page 792, of the public records of Palm Beach County, Florida.
24. Subordination Agreement between Poinciana Properties, Ltd., Atlantic Coast Investing Company, and The Travelers Insurance Company, dated March 6, 1978, recorded March 7, 1978 in Official Records Book 2821, Page 795, of the public records of Palm Beach County, Florida.

Informational Note: The above Subordination Agreement subordinates those items contained in #16 through #19 to the lien on those items contained in #20 through #23 up to the amount of \$5,400,000.00.

25. Any loss or damage occasioned by the unmarketability of title arising from the description as contained in warranty deed from Albert Gear and Marian E. Gear, his wife, to R. B. Moore, dated July 10, 1884, and filed March 26, 1887 in Deed Book "B", Page 364, Dade County Records. This exception shall terminate as of March 5, 1981. This exception applies only to the unmarketability of such title, and does not affect losses or damage covered under other terms of this policy.

ORIGINAL

B3150 P0638

COMMONWEALTH LAND

Title Insurance Company

1510 WALNUT STREET  
PHILADELPHIA, PENNSYLVANIA 19102

ENDORSEMENT

To be annexed to and form a part of Commitment/Policy No. 101-174489, insuring

— POINCIANA PROPERTIES, LTD., a Virginia Limited Partnership —

as set forth in said Commitment/Policy.

The said Commitment/Policy is hereby amended in the following manner:

Schedule B

Item 2 is deleted and replaced by the following language:

- Easements and state of facts as reflected on that certain survey of the subject property prepared by Lawrence A. Matthes, Registered Professional Land Surveyor of the State of Florida, said survey dated April 30, 1975 and recertified on February 14, 1978.

Item 3 is deleted.

Nothing herein contained shall be construed as extending or changing the effective date of said Commitment/Policy, unless otherwise expressly stated.

In Witness Whereof COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto attested by its duly authorized officers on the fifth day of June A.D. 19 78.

Countersigned  
KELLEY, TOMPKINS, FRAZIER & KELLEY  
Attorneys at Law

By *Cathie B. Kelley*  
Authorized Officer or Agent  
RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT



COMMONWEALTH LAND TITLE INSURANCE COMPANY

By *John B. Tombold*  
President

Attest: *Howard Schmidt*  
Secretary

MAY 26 2005 9:59AM

JONES FOSTER JOHNSTON & STUBBS

NO. 184 P. 2

FJI

**FOSTER  
JOHNSTON  
& STUBBS, P.A.**  
*Attorneys and Counselors*

Flagler Center Tower, Suite 1100  
505 South Flagler Drive  
West Palm Beach, Florida 33401  
Telephone (561) 659-3000

*Mailing Address*  
Post Office Box 3475  
West Palm Beach, Florida 33402-3475

John C. Randolph, Esquire  
Direct Dial: 561-659-0488  
Direct Fax: 561-659-0485  
E-Mail: jrancholp@jones-foster.com

VC  
PC  
~~PC~~  
TF  
PF

May 18, 2005

Mr. Sidney Splegel  
Poinciana Management, Inc.  
50 Coconut Row, Suite 212  
Palm Beach, Florida 33480

Re: Town of Palm Beach  
Poinciana Theater  
Our File No. 13155.8

Dear Mr. Spiegel:

As attorney for the Town of Palm Beach, I have been requested to contact you in regard to the following. It has been called to the attention of the Town that Poinciana Properties is refusing access to the space known as the "Poinciana Theater" located on the premises of the Royal Poinciana Plaza to those who wish to assess the potential for the continued operation of the theater. Specifically, the Town is advised that a group of individuals which includes Frank Sugrue who, the Town is advised has had over thirty years experience as a former theater owner and operator, has been attempting to have access to the theater so as to evaluate the property for use as a theater

As you are aware the 1979 Agreement between the Town and Poinciana Properties LTD. provides that there is a continuing obligation to lease this space for use as a theater of the performing and/or visual arts and for lectures or other special events. It is the position of the Town that the failure to make a good faith effort to continue the operation of the theater by allowing this group or other interested groups to evaluate the theater for purposes of investigating its continued use as a theater constitutes a violation of the agreement.

MAY. 26. 2005 9:59AM

JONES FOSTER JOHNSTON & STUBBS

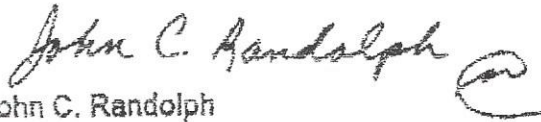
NO. 184 P. 3

Mr. Sidney Spiegel  
May 18, 2005  
Page 2

The Town understands that this is private property, but is mindful of the obligation, pursuant to the agreement between the Town and Polciana Properties, to continue the theater operation. Therefore, the Town must insist that you make the theater property accessible to those who have a legitimate interest in viewing the property in order to assess its viability for continuation as a theater.

Sincerely,

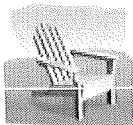
JONES, FOSTER, JOHNSTON & STUBBS, P.A.



John C. Randolph  
JCR/ssm

cc: Peter B. Ewell, Town Manager

SIGNED IN THE  
ABSENCE OF JOHN C.  
RANDOLPH TO  
EXPEDITE DELIVERY



**Fw: Royal Poinciana Plaza**

Cheryl Kleen to: council

Cc: Peter B Elwell, Anne Boyles, John Page, Veronica Close, Joanna  
Cunningham

04/09/2009 07:25 AM

----- Forwarded by Cheryl Kleen/PalmBeach on 04/09/2009 07:28 AM -----

From: Linda Glazer <lindaglazer@mac.com>  
To: council@townofpalmbeach.com  
Date: 04/08/2009 09:44 PM  
Subject: Royal Poinciana Plaza

**Dear esteemed Town Councilors and Mayor,**

**As a permanent resident of Palm Beach, I want to express my full support of the redevelopment plans proposed by Sterling Palm Beach and their world class consultants and designers. I understand that you will be making an important decision regarding the future of the Royal Poinciana Plaza on April 15<sup>th</sup> and I think it is imperative that the Town “moves the ball forward” and works with Sterling to ensure that we realize the following benefits to our Town:**

- **New performing arts center (built and endowed by Sterling)**
- **Movie screening rooms**
- **More than double the greenspace at the Plaza**
- **Waterfront restaurant**
- **Managed waterfront garden**
- **New bike path under the bridge**
- **Restored Volk buildings**
- **Underground parking solutions**
- **A dignified entrance to our Town**
- **No more than 30 luxury residences**

**Based on the overwhelming support of the Landmarks Commission, the vast majority of community groups and my personal endorsement, I hope that you work with Sterling and support the redevelopment of the Royal Poinciana Plaza.**

**Sincerely,**

**Linda Glazer**



From: "Kassewitz, Joel" <joel.kassewitz@credit-suisse.com>  
To: <council@townofpalmbeach.com>  
Date: 04/07/2009 03:31 PM  
Subject:

Dear esteemed Town Councilors and Mayor,

I want to express my full support of the redevelopment plans proposed by Sterling Palm Beach and their world class consultants and designers. I understand that you will be making an important decision regarding the future of the Royal Poinciana Plaza on April 15<sup>th</sup> and I think it is imperative that the Town "moves the ball forward" and works with Sterling to ensure that we realize the following benefits to our Town:

- New performing arts center (built and endowed by Sterling)
- Movie screening rooms
- More than double the greenspace at the Plaza
- Waterfront restaurant
- Managed waterfront garden
- New bike path under the bridge
- Restored Volk buildings
- Underground parking solutions
- A dignified entrance to our Town
- No more than 30 luxury residences

Based on the overwhelming support of the Landmarks Commission, the vast majority of community groups and my personal endorsement, I hope that you work with Sterling and support the redevelopment of the Royal Poinciana Plaza.

Regards,

Joel Kassewitz

**2021 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# M18000009320

**Entity Name:** STONEY CLOVER LANE, LLC

**Current Principal Place of Business:**

340 ROYAL POINCIANA WAY  
SUITE C  
PALM BEACH, FL 33480

**Current Mailing Address:**

236 FIFTH AVENUE  
9TH FLOOR  
NEW YORK, NY 10001 US

**FEI Number:** 45-5519251

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** KATHRYN WIDDOES, ASSISTANT SECRETARY

03/11/2021

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title	AUTHORIZED MEMBER	Title	AUTHORIZED MEMBER
Name	GLAZER, KENDALL	Name	GLAZER, LIBBY
Address	236 FIFTH AVENUE 9TH FLOOR	Address	236 FIFTH AVENUE 9TH FLOOR
City-State-Zip:	NEW YORK NY 10001	City-State-Zip:	NEW YORK NY 10001
Title	VP		
Name	GLAZER, JILL		
Address	195 VIA MARINA		
City-State-Zip:	PALM BEACH FL 33480		

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JILL GLAZER

VP

03/11/2021

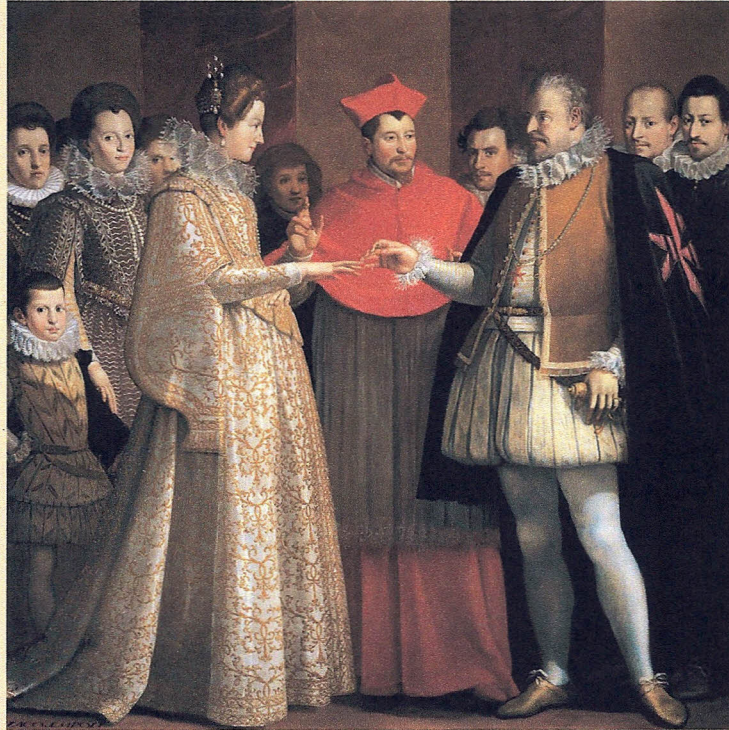
Electronic Signature of Signing Authorized Person(s) Detail

Date

The Palm Beach Theater Guild thanks all supporters  
for our 2013-14 Season, including

A “triumph,”  
“absolutely magnificent,”  
“one of the best events in Palm Beach”

The Palm Beach Theater Guild Presents



*A Night in Florence*  
with the  
*Florentine Camerata*

Thank you for coming to the Guild's last show,  
our April 23 “**Night in Florence**” featuring singers  
performing favorite opera arias and images and  
fashions of Renaissance Florence.

With “world class” performances, we told the story  
of the invention of opera by 1600 in the gatherings of  
the group called the Florentine Camerata and heard  
arias from the centuries since.

**Barrie Ingham, of the Royal Shakespeare Company,  
Broadway and the London stage and star of the Guild's  
January production of “Keep Calm and Sing On” called it  
“One of the finest evenings of entertainment I have  
ever experienced anywhere in the world. The most  
perfectly wonderful evening...”**

Learn about the Theater Guild's upcoming  
events at our website [pbtheaterguild.org](http://pbtheaterguild.org) or  
call (561) 818-0170.

## **SIMON TAYLOR**

Simon Taylor is a corporate, business, finance and intellectual property attorney. His broad experience includes corporate and securities law, investment banking and venture capital, litigation, motion picture and theater financing and distribution, licensing and technology transfer and distribution, contract and commercial law and mergers and acquisitions. Trained in the rigorous and demanding setting of general practice law firms in New York, he has worked in law and finance fields that include life sciences, biotechnology, medical devices, motion pictures and theater, information and computer technology, cleantech, manufacturing and other businesses and industries. His law practice has included, for more than thirty years, extensive involvement in litigation and in international matters and transactions involving Japan, China, India, Latin America and Europe.

From 1988 to 2004, Simon was an attorney with the corporate, securities and general practice law firm Snow Becker Krauss in New York, which he joined as a partner and where he became of counsel in 1995, when he co-founded a venture capital industry advisory firm. He formed his own law firm in July 2004 as an outgrowth of the practice he built at Snow Becker. Prior to Snow Becker, Simon was an attorney with Finley, Kumble, Wagner, then the largest law firm in the United States.

Simon graduated from Columbia College at Columbia University in New York (Phi Beta Kappa, magna cum laude and John Jay Scholar) and from Harvard Law School. He was born in England and grew up in California in Palo Alto and Lodi in the state's Central Valley. He resides in Palm Beach, Florida.

Simon has been involved in a number of not-for-profit activities in the arts and community-based social services. He is the President and Chairman of the Palm Beach Theater Guild. He has also served as chairman of the board of an Off-Broadway theater and as a board member of an opera school and a regional opera company.

## PALM BEACH AND FLORENCE

Can't we see in the Palm Beach community many of the forces and elements that made Renaissance Florence so fruitful in fostering the arts? Can we take some lessons from Florence in the 1400s and 1500s to see how they cultivated arts in storied homes, studios, salons and social settings? The Palm Beach Theater Guild will raise these lively (and fun) questions in a stimulating evening of cocktails and opera arias, our 'Night in Florence with the Florentine Camerata.'

Our chosen focus for this gathering is the Florentine



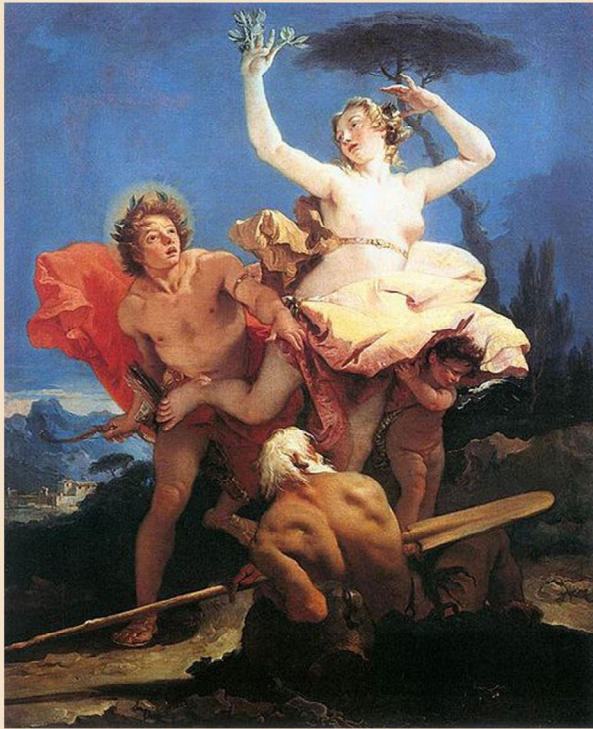
Camerata, a group of gentry, composers, writers and literati who met in notable houses in Florence and, by 1600, invented the art form of opera. The first opera ever composed, 'Dafne' by Jacopo Peri (1598), is lost to us, but we have the second opera, 'Euridice' by Peri and Giulio Caccini, which was created to be performed at the wedding of Marie de Medici to King Henry IV of France in 1600. We'll play

parts of that opera and show images of the homes, personages and fashions of the time (see Peri above), followed by selected arias from the centuries since then, including transcendent favorites from operas by Mozart, Verdi and Puccini.

So join us for the story of the Camerata in Florence and the art form of opera that found its start there, an inspirational history challenging us in gatherings and activities in our community to pursue culture and cosmopolitan entertaining in social and cultural settings that can foster the performing and theater arts.

Palm Beach Theater Guild, Palm Beach, FL, (561) 818-0170





Daphne Chased by Apollo  
Giovanni Battista Tiepolo, 1744



*A Night in Florence  
with the  
Florentine Camerata*

On the front: The Wedding of Marie de Medici  
to Henry IV of France, 1600.

Oil on canvas, by Jacopo Chimenti  
Uffizi Gallery, Florence



































