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August 22, 2025

Via Regular U.S. Mail and Email

Bruce S. Rogow, P.A.
Attn: Bruce Rogow, Esq.
PO Box 749
Cedar Mountain, NC 28718-0749
brogow@rogowlaw.com

RE: Expiration of Annexation Agreement for the Lake Worth Drive-In and Swap Shop
3438 Lake Worth Road, Palm Springs, Florida

Dear Mr. Rogow:

As you may recall, I represent the Village of Palm Springs. We spoke in June of this year about the expiration of the Annexation Agreement for your client's business, the Lake Worth Drive-In and Swap Shop, located at 3438 Lake Worth Road, Palm Springs, Florida ("Swap Shop"). After a recent meeting between our clients, your client requested that the Village provide a written opinion on the expiration of the Annexation Agreement.

Enclosed please find the Annexation Agreement that the Village and Swap Shop entered into on February 12, 2004. Paragraph 7 of the Agreement provides that the Agreement does not run with the land. Specifically, it states that the approvals in the Agreement shall automatically expire, without further action by the Village and shall become null, void and of no further legal effect if the Property is conveyed, transferred or sold in part or in total to any party(s) other than to one or more of the existing shareholders or to a business entity in which one or more of the existing shareholders has a controlling interest of at least fifty-one percent (51%) of the shares. The shareholders identified in the Agreement are Harold T. Spears Jr., Preston Henn, Netti Turbyfill, and Edward Leveritt. Mr. Spears and Mr. Henn are deceased. Ms. Turbyfill and Mr. Leveritt are no longer associated with the Property, which your client confirmed at a meeting which predated your advisement of representation.

If the Property remains in the ownership of Ms. Turbyfill and/or Edward Leveritt (or a business entity in which one or both have a controlling interest of at least 51%), then the approvals in the Agreement remain in effect until December 31, 2053.

With the expiration of the Annexation Agreement, the approval of the drive-in theater and swap shop uses have expired. The current land use designation and zoning for the Property do not allow for such uses. Accordingly, the Village has advised your client that those uses must cease and provided a compliance date of October 4, 2025.

If you have any questions or concerns, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Christy Goddeau', with a stylized flourish at the end.

Christy Goddeau, Esq.

cc:

Michael Bornstein, Village Manager

Iramis Caberra, Planning, Zoning and Building Director

Enclosure as stated.