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John C. Randolph, Esq.
Jones, Foster
505 South Flagler Drive – Suite 1100
West Palm Beach, FL 33401

SENT VIA JRANDOLPH@JONESFOSTER.COM

Re: Mar-a-Lago Agenda Item: Issues Meriting Investigation

Dear Mr. Randolph:

Thank you for your voicemail letting me know that that the Mar-a-Lago Use Agreement agenda item has only been scheduled as a presentation to the Town Council. My client, Preserve Palm Beach, Inc., is happy to learn that the issue has not been scheduled for a vote and is relying on your implication that the agenda item is for a presentation only.

If, for some reason, the Council should decide to take the matter into executive session for deliberation and a vote, we kindly ask the Town Council continue the matter until the April meeting.

Having just been retained to represent Preserve Palm Beach, Inc. and having just received your memorandum just days ago, my client would appreciate time to prepare a rebuttal to your novel argument that Mr. Trump may be a “bona fide employee” under the Town Zoning Code. My client believes that this legal position, raised by Mr. Trump’s attorney, and adopted in your memorandum a day later, reflects an unduly narrow view of the legal issues involved.

Some of the legal issues, which we believe merit the Council’s consideration, include the following:

(1) If the Town decides that Mr. Trump is allowed to reside at the Club under the Code as an employee of the club (by virtue of being an officer), how could the Town limit the number of employees or officers who can live on the property? Some companies have hundreds of officers. Mr. Randolph’s interpretation of the Code might well mean that the Council has involuntarily permitted the Mar-a-Lago property to be used as a multi-family residence.

(2) Should the Town permit Mar-a-Lago to be used as the “Office of the Former President” as publicly announced by former President Trump? Is this use in compliance with the Use Agreement?

(3) Is the 1993 Use Agreement, in fact, ambiguous or unclear on its face with respect to Mr. Trump’s right to live at Mar-a-Lago with his family?

(4) Is the Agreement actually a “fully integrated contract,” such that the Council is precluded from looking outside “the four corners” of the agreement?

(5) If the Agreement is, in fact, ambiguous or unclear, do legal grounds exist to permit the use of extrinsic evidence in order to interpret the contract’s language and the intent of the parties.

(6) Does the Agreement as a whole permit a hybrid use of the property as both a club and a residence? How does this square with the Agreement’s mandate that Mar-a-Lago be used as a club or else revert to its former status as a private residence?

(7) Is the Code’s provision allowing employees to live on club property appropriate in light of the provision’s historically applied use and original purpose?


(8) Is a corporate officer, per se, a “*bona fide*” employee? Is this term applied to Mr. Trump “in good faith” and “without an attempt to defraud?”

(9) Is the definition of the term “bona fide employee” void for vagueness?

(10) Will non-employee family members be entitled to reside at the property under the Code without being corporate officers?

If the Town Council proceeds today with deliberations and a vote that former President Trump is a “*bona fide* employee” of Mar-a-Lago Club, LLC, then my client formally objects as having not received sufficient notice to prepare a presentation and to be heard.

Respectfully Submitted,


Philip C. Johnston, Esq.