

## John Sharp

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**From:** William Clague  
**Sent:** Tuesday, January 31, 2017 10:30 AM  
**To:** Wilfredo Miranda  
**Cc:** Mitchell Palmer; Paul Alexander; Juliet Shepard  
**Subject:** HTT Land Holding, LLC, License Agreement; RLS-2017-0014  
**Attachments:** HTT Land Holding LLC, LA-CAO Comments 1.30.17.pdf; December 2016 contract sig block.doc

Wilfredo:

Pursuant to the above Request for Legal Services, you have asked this office to review the above referenced license agreement (Agreement). I provide the following comments in response:

1. Attached is a mark-up of the Agreement reflecting my suggested changes, the majority of which address matters of clarity and consistency.
2. On page 1, I have flagged item D in the Statement of Facts as it appears to create operative language conferring a “right” on the County. The County cannot “reserve” a right pursuant to a license granted to it by a property owner. If the intent is to create such a right, it should be covered in the operative language in the document.
3. I have also flagged the language in Section 15, Termination, as it confers very narrow rights of termination upon the County. I recognize that this is a business issue, but nevertheless ask you to consider whether the Agreement should allow the County to terminate under other circumstances without penalty.
4. Per my marked comments, please insert the following language into Paragraph 31, No General Obligation:

“Notwithstanding any other provisions of this Agreement, the obligations undertaken by the Licensee shall not be construed to be or constitute general obligations, debts or liabilities of the Licensee or the State of Florida or any political subdivision or municipality thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement.”

5. Please replace the signature block with the attached. Please do not include a block for approval by this office, as it is not consistent with our practices.

Subject to addressing the above comments, I have no objection to the Agreement being scheduled for consideration by the Board. There were no specific legal issues raised in the RLS. Therefore, I have limited my review to identifying legal issues that could give rise to claim or case against the County. I express no opinion as to the business judgment of entering into the Agreement.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

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