

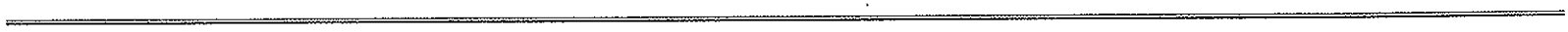
AFFIDAVIT

STATE OF FLORIDA

COUNTY OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared WILLIAM C. STRODE, Affiant, who, after being duly sworn, deposes and says:

- 1. Affiant has been practicing law in Sarasota County since 1959.
- 2. Affiant was the lead attorney representing the Plaintiffs in the suit styled Potter Palmer, et al. v. William A. Muirhead, et al., Case Nos. 76-1794-CA-01 and 76-1728-CA-01 (the "Final Judgment") when that case was settled.
- 3. That case, which resulted in a Final Judgment based upon an Agreement between the Plaintiffs and Sarasota County concerned numerous issues including, but not limited to, the conveyance of twenty-two acres of property for Palmer Point Park at the northern end of Casey Key and the creation and protection of five platted lots on the northern end of Casey Key, all as described in the Final Judgment.
- 4. In 1980 at the time of the Agreement and at the time the Final Judgment was entered, Midnight Pass was located approximately 2,100 feet from the northern-most of the five platted lots referenced above. The pass was quite unstable and there was concern at the time that property owned by the two southern-most owners on Siesta Key (Pasco Carter and Sid Solomon) would be damaged by the pass. Accordingly, the Plaintiffs agreed to give a 10-year easement for access and storage of equipment on Plaintiff's Siesta Key property adjacent to Midnight Pass in order to provide access to possibly widen, stabilize and relocate Midnight Pass in its approximate location in order to, among other things, protect the property of the two Siesta Key



property owners. Also as part of that Final Judgment, the Palmers were very concerned with the protection of the privacy and value of the five platted lots referenced above.

5. With respect to the parties' intent to protect the privacy and value of the five platted lots, the parties agreed to convey the twenty-two acres of north Casey Key property, now known as Palmer Point Park, with restrictions requiring that Palmer Point Park remain in pristine condition and prohibiting any unattractive visual impact upon owners of the five platted lots. The 22 acres were conveyed pursuant to the referenced Final Judgment by Trustee's Deed, which expressly required that the Palmer Point Park be "left in its pristine and undeveloped state" so as to protect the privacy and property values of the adjoining five lots, as well as other north Casey Key lots referenced in the Trustee's Deed.


6. In order to insure the protection of the privacy and property values of those five platted lots as well as the other north Casey Key lots referenced in the Trustee's Deed, such lot owners were given express authority to seek injunction against any disturbance to the pristine undeveloped state of the park property.

7. Affiant states that he has reviewed the two pass locations studied and reviewed by CDM in their study titled "Sarasota County Feasibility Study to Reopen Midnight Pass," dated February 2000. The two pass locations will come within approximately 335 feet and 150 feet, respectively, of the northern-most of the five platted lots referenced above.

8. Affiant states that, in his opinion, the location of a new pass in either of the two configurations and locations evaluated by CDM in the above-referenced study is contrary to the parties' intentions reached in their settlement resulting in the Final Judgment referenced above and violates the express restrictions of the Trustee's Deed.

9. Attached to this Affidavit for reference is a copy of the Final Judgment, Trustee's Deed and the Deed referenced herein as a temporary easement on Siesta Key property for access.

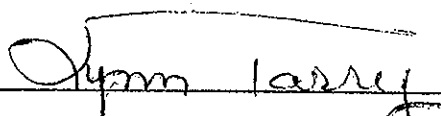
FURTHER AFFIANT SAYETH NAUGHT.



William C. Strode

The foregoing instrument was acknowledged before me on Sept 8, 2000, by William C. Strode, who is personally known to me or who has produced _____ as identification.

 Lynn Terry
My Commission CC620768
Expires February 11, 2001



(Name LYNN TERRY)
Notary Public
Serial Number (if any) _____
Commission Expiration Date _____

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