

Clay G. Colson
4318 Joy Drive
Land O'Lakes, FL 34637

June 24, 2022

Jay Daigneault, Esq.
Trask Daigneault, LLP
1001 S. Fort Harrison Ave., Suite 201
Clearwater, FL 33756

Re: Settlement Offer
Colson v. City of Tarpon Springs, FL
Case No.: 21-005793-CI and
Case No.: 2D22-1756

Dear Mr. Daigneault,

I'm sure that you and Mr. Trask are aware that your client violated the City's comprehensive plan when it approved the development order for the Morgan Group's proposed development on 74 acres of greenspace along the Anclote River which is the subject of this action.

While I understand that you are benefiting significantly from the legal proceedings which have resulted from the approval of this development, I'm sure that you realize that your duty is to represent the City, not the Morgan Group, and to act in the City's best interests, not those of the Morgan Group.

Yet, to date, your actions seem to have been directed at benefiting the Morgan Group. For example, you prepared, pursued and continue to pursue dismissal of this action for my alleged failure to name the Morgan Group and/or Kamil Salame as defendants although you haven't cited any legal basis for requiring that they be named as defendants. In fact, the case that I cited at the hearing and the two cases that I cited in my motion for reconsideration hold that the person who obtains a development order is not an indispensable party. I'm not sure whether your actions were even authorized by the City.

Plus, you are certainly aware that the Morgan Group filed a motion to intervene which you could have allowed it to pursue without burdening the City and its taxpayers!

Furthermore, you responded to my petition to allow me to exercise my First Amendment right to record legal proceedings by claiming on behalf of the City that only professional journalists have any legal right to record legal proceedings in contrast to the Florida Supreme Court case that I cited and while knowing that court reporters make audio recordings of legal proceedings without making any request to do so and without being professional journalists. While it appears that

you have won, certainly you must realize that I will continue to pursue the vindication of my First Amendment rights, and I have been informed that you had no approval from the City to oppose my petition! So, you have embarrassed the City, created a newsworthy situation which will reflect badly on the City, and which will likely result in damages, but of course, I'm sure that you will just bill the City for the problems that you have caused.

In spite of my dislike for your actions, I do not want to harm the City or burden the taxpayers with your continued legal expenses. So, I am proposing to settle all claims and actions that I have against the City if the City will admit that the development order at issue in this action violated the City's comprehensive plan, was improperly approved, and will vacate such development order without prejudice to the Morgan Group to submit a proposed development which is consistent with the City's comprehensive plan and if the City agrees to respond to my motion for rehearing of the Second District Court's improperly entered order which in effect prohibits people who are not professional journalists from recording legal proceedings by stating that the City withdraws its opposition to my petition to allow me to exercise my First Amendment right to record legal proceedings and agrees that all people have the First Amendment right to gather news including by recording legal proceedings.

This offer is valid for 30 days and will be automatically revoked if you take any action which indicates that you do not intend to accept my settlement offer.

Please govern yourself accordingly.

Sincerely,



Clay G. Colson