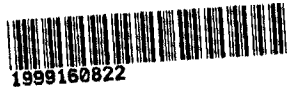


Recording # 2850



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1999 DEC 03 05:06 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#157701

Drafted by and
~~Return to:~~
Stanley A. Tarkow
511 Bay Street, Suite 410
Tampa, Florida 33606

Return To:
Michael Connolly, Esq
292 Taylor, Lawless & Singer
46 N. Washington Blvd
Sarasota, FL 34236

VIEW CORRIDOR EASEMENT

This View Corridor Easement ("Easement") is made and effective as of the ~~30th~~ day of ~~November~~ 1999, by the City of Sarasota, Florida, a municipal corporation ("City"), to and in favor of Sarasota Renaissance II, Limited Partnership, a Florida limited partnership ("SRII").

WITNESSETH:

WHEREAS, by Agreement for Disposition and Development dated as of October 15, 1997 (as amended to date, the "Disposition Agreement") a memorandum of which was recorded in O.R. Book 3101, p. 2822, Public Records of Sarasota County, Florida, the City, acting by and through the Community Redevelopment Agency of the City of Sarasota, agreed to encumber certain real property owned by the City with an easement for the benefit of a Phase (as defined in the Development Agreement); and

WHEREAS, SRII is the owner of the real property described on Exhibit "A" attached hereto (the "Project Site"), which is a Phase; and

WHEREAS, the City is the fee simple owner of the property described on Exhibit "B" attached hereto (the "City Property"); and

WHEREAS, pursuant to the provisions of the Disposition Agreement the City Property is the property to be encumbered by an easement for the benefit of the Project Site and the owner of the Project Site from time to time.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the City agrees as follows:

1. The foregoing recitals which are true and correct and are incorporated herein by this reference.
2. City shall not construct, nor shall City permit any other person or entity, including, without limitation, any tenant of City to construct, any new structure having a height of greater than 45 feet above the established minimum Federal Emergency Management Agency flood elevation level ("Flood Zone A") on or within the City Property. Notwithstanding the foregoing, expansions to the "fly"

or "loft" of the Van Wezel Hall and/or a successor hall and one other, existing or new structure for the primary use of the performing arts may have a height of up to 90 feet above Flood Zone "A," and existing structures on the date hereof may be repaired or reconstructed to a height not greater than the existing height of such structures or the height permitted above.

3. The City shall not construct, nor shall the City permit any other person or entity, including, without limitation, any tenant of City to construct, any new structure on or within the area which is westerly of the easterly 750 feet of the City Property within one hundred (100) feet of any other improvement on the City Property; provided, however, that a parking structure constructed for another principle facility shall be deemed to be a part of such facility and not subject to the foregoing 100 foot separation requirement.
 4. This Easement and the restrictions herein set forth shall run with and bind the City Property, the City, and its successors and assigns, and shall inure to the benefit of and be enforceable by SRII and any subsequent owner of the Project Site, and its legal representatives, heirs, successors and assigns.
 5. Invalidation of any provision of this Easement by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
 6. This Easement shall become effective upon its recordation in the Public Records of Sarasota County, Florida, and shall expire and terminate 99 years after such date of recordation.
 7. The parties agree that the prevailing party in any action brought with respect to or to enforce any right or remedy under this instrument shall be entitled to recover from the other party all reasonable costs and expenses of any nature whatsoever incurred by the prevailing party in connection with such action, including without limitation attorneys' fees and prejudgment interest.
-

IN WITNESS WHEREOF, the City has executed this easement as of the date and year first above written.

Witnesses as to execution on behalf of the City of Sarasota

THE CITY OF SARASOTA

Ethel P. Doherty
Ethel P. Doherty
Print Name

By: *Mollie C. Cardamone*
Mollie C. Cardamone, Mayor

Cara Lynn D. Hereford
Cara Lynn D. Hereford
Print Name

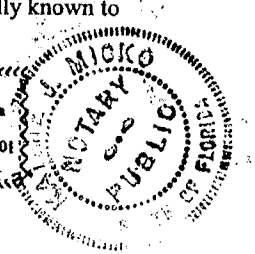
Billy E. Robinson
Billy E. Robinson
Deputy City Auditor and Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of November, 1999, by Mollie C. Cardamone, as Mayor of THE CITY OF SARASOTA, who is personally known to me.

Kathie J. Micko
Kathie J. Micko
Notary Public

Kathie J. Micko
Notary Public, State of Florida
Commission No. CC 642810
My Commission Exp. 04/28/2001
Bonded Through Fla. Notary Service & Bonding Co.



STATE OF FLORIDA
COUNTY OF SARASOTA

Karen D. McGowan The foregoing instrument was acknowledged before me this 1st day of December, 1999, by *Billy E. Robinson*, as Deputy City Auditor and Clerk of THE CITY OF SARASOTA, who is personally known to me.

Pamela M. Christian
Pamela M. Christian
Notary Public

Pamela M. Christian
My Commission Expires
APRIL 14, 2000
#CC 540829
Bonded thru
Troy Fair-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

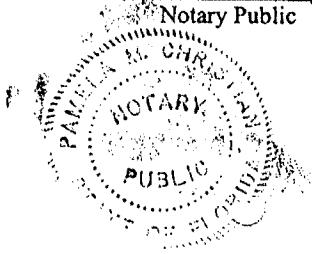


Exhibit A

APARTMENT PARCEL DESCRIPTION (by certifying surveyor and mapper)

A tract of land being Lots 1 through 5 and part of Lot 6, Block A, Lots 1 through 15, Block T, part of Lots 5 through 15, Block C, part of a vacated street and part of vacated alleys in Broadway Place, recorded in Plat Book 2, page 34, also Lot 41, part of Lots 39 and 40 and Lots 42 through 48 in Bay View Terrace, recorded in Plat Book 1, Page 105, also part of the vacated right-of-way of Seventh Street (Platted as Thirteenth Street), all located in Section 19, Township 36 South, Range 18 East, Sarasota County, Florida, more particularly described as follows:

Commence at the intersection of the east right-of-way line of U.S. Highway 41, (Tamiami Trail, platted as Banana Avenue) and the north platted right-of-way line of Sixth Street, (platted as Twelfth Street); thence N.02°16'14"E., along said east right-of-way line of said U.S. Highway 41, a distance of 136.90 feet to the POINT OF BEGINNING; the following three courses are along said right-of-way line; thence continue N.02°16'14"E., a distance of 179.84 feet; thence N.87°44'36"W., 8.10 feet; thence N.02°16'14"E., a distance of 86.66 feet to the point of curvature of a curve to the right, of which the radius point lies S.84°36'49"E., a radial distance of 65.00 feet; thence northeasterly along the arc of said curve, through a central angle of 44°32'43", an arc distance of 50.54 feet to the point of a non-concentric curve to the right, of which the radius point lies S.29°17'57"E., a radial distance of 45.00 feet; thence northeasterly along the arc of said curve, through central angle of 23°43'55", an arc length of 18.64 feet; thence N.00°57'41"E. along a line not tangent to the last curve, a distance of 1.12 feet; thence S.87°43'46"E., a distance of 43.00 feet; thence S.02°16'14"W., a distance of 0.95 feet to a point on a curve to the right, the radius point of which lies S.17°20'21"W., a radial distance of 31.00 feet; thence southeasterly along the arc of said curve, passing through a central angle of 26°41'32", an arc distance of 14.44 feet to the point of reverse curvature of a curve to the left, having a radius of 40.00 feet and a central angle of 41°45'40"; thence along the arc of said curve, an arc distance of 29.15 feet; thence S.87°39'51"E., a distance of 104.76 feet; thence S.02°16'14"W., a distance of 20.00 feet; thence S.87°43'46"E., a distance of 18.08 feet; thence S.02°02'59"W., a distance of 44.54 feet; thence S.87°55'45"E., a distance of 228.08 feet to a point on a curve to the right, the radius point of which lies S.59°50'46"W., a radial distance of 88.66 feet; thence southeasterly along the arc of said curve, passing through a central angle of 32°25'24", an arc distance of 50.17 feet; thence S.02°16'10"W., a distance of 200.54 feet to the point of curvature of a curve to the right, having a radius of 18.66 feet and a central angle of 61°31'10"; thence along the arc of said curve, an arc distance of 20.04 feet to a point of compound curvature of a curve to the right, having a radius of 8.66 feet and a central angle of 28°31'21"; thence westerly along the arc of said curve, an arc length of 4.31 feet; thence N.87°57'22"W., a distance of 41.59 feet; thence N.87°41'19"W., a distance of 186.82 feet to a point on a curve to the left, the radius point of which lies S.69°17'53"W., a radial distance of 47.50 feet; thence northwesterly along the arc of said curve, passing through a central angle of 67°01'45"; thence along the arc of said curve, an arc distance of 55.57 feet; thence N.87°43'52"W., a distance of 191.52 feet to the POINT OF BEGINNING.

Exhibit A, Continued

TOGETHER WITH non-exclusive easements for the benefit of the foregoing described property set forth in Easement Agreement by and between Sarasota Renaissance, Limited Partnership, a Florida limited partnership and Sarasota Renaissance II, Limited Partnership, a Florida limited partnership, recorded in Official Records as Instrument #1999088436, Public Records of Sarasota County, for the purposes described in said instrument over the lands described therein.
