

NAJMY | THOMPSON<sup>PL</sup>  
ATTORNEYS AT LAW

1401 8th Avenue West  
Bradenton, FL 34205

PHONE: (941) 748 - 2216  
FAX: (941) 748 - 2218

OTHER OFFICES:

Lakewood Ranch (941) 907 - 3999  
Sarasota (941) 907 - 3999  
New York (212) 220 - 6616

WWW.NAJMYTHOMPSON.COM

February 4, 2021

VIA REGULAR U.S. MAIL

Mr. Marlon Brown, City Manager  
City of Sarasota  
1656 1<sup>st</sup> Street, Room 109  
Sarasota, FL 34236

Re: Sarasota Bayfront 20:20

Dear Mr. Brown:

This law firm represents the Renaissance I Association, Inc. (“the Association”). Renaissance I is one of the closest residential developments to the proposed Sarasota Bayfront 20:20 park property. Back in 2016, I wrote Mr. Tom Barwin a letter in regard to the concerns that the Association has in regard to the development of this park. I also provided a copy of a View Corridor Easement that was executed by the City of Sarasota (“City”) for the benefit of the Renaissance. Copies of these documents are attached. The purpose of this easement was to limit building heights in order to preserve the water views from the Renaissance I property. Unfortunately, we were not contacted in regard to the development of this park and were not provided the opportunity to address the concerns of the Association in regard to this development.

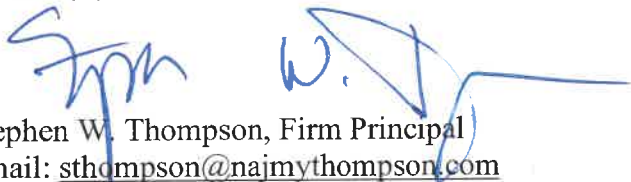
At this time, as these park plans are making their way through the City’s approval process, we again want to make sure the City is aware of the View Corridor Easement and that the proposed plans are consistent with the restrictions contained in the View Corridor Easement. The purpose of our original letter was to ask to be included in the development of these plans so we would not come up at the end of this process with concerns or objections. Because this has not happened, we are now involved in the review of the proposed plans for compliance with the View Corridor Easement.



Mr. Marlon Brown, City Manager  
February 4, 2021  
Page Two

The residents of Renaissance I have very little knowledge of what is being proposed. We are currently fact finding and gathering information for unit owners. Part of this process will be gathering questions from unit owners to ask the appropriate parties. We would appreciate the City answering those questions when they become available in the upcoming months. After that, a meeting with the City and the unit owners might be appropriate to answer any remaining questions and address concerns so there is no misunderstanding about what is being proposed. A meeting of this sort could help our community objectively evaluate plans that are being proposed by the City in regard to this park. As the new City Manager, we look forward to working with you and the City on these plans.

Sincerely yours,



Stephen W. Thompson, Firm Principal  
Email: [sthompson@najmythompson.com](mailto:sthompson@najmythompson.com)  
SWT/mgm  
Enclosures

Cc: Renaissance I Association, Inc.



**NAJMY | THOMPSON** PL  
**ATTORNEYS AT LAW**

BRADENTON  
1401 8TH AVENUE WEST  
BRADENTON, FL 34205  
P (941) 748-2216 F (941) 748-2218

JOSEPH L. NAJMY \*  
STEPHEN W. THOMPSON  
LOUIS J. NAJMY  
RICHARD A. WELLER

MICHAEL J. SMITH \*  
RANDOLPH L. SMITH \* ■  
SEAN M. KELLY  
AARON M. THOMAS  
ASHLEY S. HODSON \*

OF COUNSEL:  
HARRY W. HASKINS \* △  
MICHAEL S. HARSHMAN \* □ □

OTHER OFFICES:

LAKWOOD RANCH (941) 907-3999  
SARASOTA (941) 907-3999  
ST. PETERSBURG (727) 498-8975

- \* CERTIFIED PUBLIC ACCOUNTANT
- \* BOARD CERTIFIED IN CIVIL TRIAL AND BUSINESS LITIGATION
- LL. M. MASTERS IN TAXATION
- △ ALSO ADMITTED IN IOWA
- ◊ ALSO ADMITTED IN MASSACHUSETTS
- ALSO ADMITTED IN NEW YORK
- ± ALSO ADMITTED IN OHIO
- ◊ ALSO ADMITTED IN PENNSYLVANIA
- ◊ ALSO ADMITTED IN RHODE ISLAND
- ◊ ALSO ADMITTED IN TEXAS

August 23, 2016

Mr. Tom Barwin, City Manager  
City of Sarasota  
1565 1<sup>st</sup> Street, Room 109  
Sarasota, FL 34236

Re: Bayfront 20:20

Dear Mr. Barwin:

This law firm represents the Renaissance I Association, Inc. (“Association”). The Association has been following the development of Bayfront 20:20 for the last few years. During this time, there have been a number of proposed uses that have been discussed and considered for this property. Because of the proximity of the Renaissance I condominium to Bayfront 20:20 property, the Association is very concerned about what will eventually be located on this property. However, the Association believes that it is important that the City of Sarasota (“City”) and the committees established to evaluate this property be aware of certain limitations and restrictions on this City Property.

In this regard, the developer of the Renaissance I entered into a View Corridor Easement (“Easement”) with the City in 1999. This Easement was also amended in 2001 to allow for certain improvements to the Florida Westcoast Symphony building. However, the 1999 Easement survives and includes certain and specific limitations and restrictions on the development of the City’s property which is Bayfront 20:20 property. I have attached hereto a copy of the recorded Easement and the First Amendment to that Easement.

Mr. Tom Barwin, City Manager  
City of Sarasota  
August 23, 2016  
Page Two

There are a number of restrictions included in this Easement that must be made a part of any future plans for Bayfront 20:20 property. Briefly, the Easement contains a height limitation which restricts new structures from being built greater than forty-five feet (45') above the minimum FEMA Flood Elevation. However, there is an exception for the Van Wezel or another performing arts hall that would allow this type of building to be at a height of up to ninety feet (90'). In addition, this Easement, pursuant to Paragraph 3, includes a specific prohibition against the City or any other party without limitation from constructing "any new structure on or within the area which is westerly of the 750 feet of the City Property within one hundred (100) feet of any other improvement on the City Property." There is an exception included for a parking structure.

The purpose of this letter is not to oppose any proposal for Bayfront 20:20 property, but instead to make the City aware of the Easement to ensure that these limitations and restrictions can be incorporated into any future plans for this property. In addition, the committee that is working for Bayfront 20:20 should be aware of these restrictions as they move forward with their planning process.

We do look forward to working with the City on their plans for Bayfront 20:20 property. If you have any questions or need any additional information in regard to this matter, please do not hesitate to give me a call.

Sincerely yours,



Stephen W. Thompson, Firm Principal  
Email: [sthompson@naimythompson.com](mailto:sthompson@naimythompson.com)

SWT/mgm  
Enclosures

cc: Renaissance I Association, Inc.

Recording  
# 2850



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1999160822 6 PGS  
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  
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~~ <sup>29th</sup> 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

*Cecilia D. Hereford*  
Cecilia D. Hereford  
Print Name

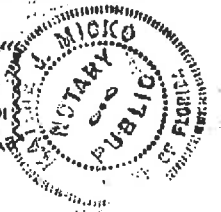
*Billy E. Robinson*  
Billy E. Robinson  
Deputy City Auditor and Clerk

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> 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.

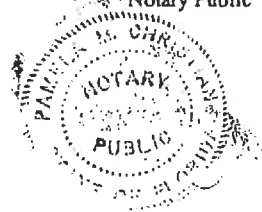


STATE OF FLORIDA  
COUNTY OF SARASOTA

*Karen D. McGowan* The foregoing instrument was acknowledged before me this 1<sup>st</sup> 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, 2002  
FCG 640828  
Bonded thru  
The Public-Integrity  
NOTARY PUBLIC STATE OF FLORIDA



OFFICIAL RECORDS INSTRUMENT # 1999160822 6 PGS

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 16.66 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.



OFFICIAL RECORDS INSTRUMENT # 1999160822 6 PGS

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.



EXHIBIT "B"

Description: (by certifying Surveyor & Mapper)


A tract of land in Sections 13 and 24, Township 36 South, Range 17 East, Sarasota County, Florida and 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 U. S. Highway 41, a distance of 123.77 feet to the POINT OF BEGINNING; (the following four calls are along the east right-of-way line of said U. S. Highway 41) thence N.02°16'14"E., a distance of 192.97 feet; thence N.87°44'36"W., a distance of 8.10 feet; thence N.02°16'14"E., a distance of 643.99 feet to the point of curvature of a curve to the left having a radius of 603.69 feet and a central angle of 07°24'25"; thence along the arc of said curve, an arc distance of 78.04 feet; thence N.34°46'01"W., a distance of 545 feet more or less to the mean high water line of Sarasota Bay; thence westerly and southerly along said mean high water line, a distance of 2,500 feet more or less to a point which lies S.85°13'59"W. of the point of beginning; thence N.85°13'59"E., a distance of 1375 feet more or less to the POINT OF BEGINNING.

Excepting therefrom the right-of-way of U.S. Highway 41 (Tamiami Trail).

*John H. Fisher* 9/15/99  
 John H. Fisher, P.S.M.  
 Florida certificate No. 4769

This is NOT a Survey

		TITLE: SKETCH AND DESCRIPTION OF A VIEW EASEMENT LOCATED IN SECTIONS 13 & 24 TOWNSHIP 36 SOUTH, RANGE 17 EAST SARASOTA COUNTY, FLORIDA		CLIENT: WYNNTON GROUP 211 Bay Street, Suite 410 Tampa, Florida, 33602	
ACTIVITY	DATE	BY	FIELD BOOK	SCALE	DATE
COMPUTED BY:	JW	BY		1" = 220'	9/14/99
DATE	9/14/99				
SHEET NO. 02970-001-003		TOTAL SHEETS 2 of 2		MASK 2	

Recording  
\$46.50 10

Return To: Michael Connolly, Esq.  
Taylor, Lawless, Singer  
~~46 N. Washington~~  
1 S. School Ave, Ste. 700  
Sarasota, FL 34237

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2001074654 10 PGS  
2001 MAY 29 07:09 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
FNILLER Receipt#049649

AMENDMENT TO VIEW CORRIDOR EASEMENT



This Amendment to View Corridor Easement ("Amendment") is made and effective as of May 23, 2001, by the City of Sarasota, Florida, a municipal corporation ("City"), Sarasota Renaissance II, Limited Partnership, a Florida limited partnership ("SRII") and Florida West Coast Symphony, Inc., a nonprofit Florida corporation ("Symphony").

WHEREAS, on November 30, 1999, City granted to SRII a View Corridor Easement ("Easement") which was recorded on December 3, 1999 as Official Records Instrument # 1999160822 (6 pages), and

WHEREAS, in paragraph 2 of the Easement, City agreed, *inter alia*, not to permit any other person or entity, including, without limitation, any tenant of City to construct any new structure having a height greater than 45 feet above the established minimum Federal Emergency Management Agency flood plain elevation level ("Flood Zone A") on or within the City Property described in the Easement, and

WHEREAS, paragraph 2 of the Easement further provided that, notwithstanding the foregoing height limitation, 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 that structures existing on the date of the Easement may be repaired or reconstructed to a height not greater than the height of such structures on the date of the Easement or the height permitted above, and

WHEREAS, paragraph 3 of the Easement further prohibited the future construction of structures on or within the area which is westerly of the easterly 750 feet of the City Property within 100 feet of any other improvement on the City Property, except for a parking structure constructed for another principle facility, and

WHEREAS, City and Symphony entered into a lease agreement ("Lease") effective January 1, 1997, and amended on November 9, 1999, whereby Symphony leases a portion described in attached Exhibit "2" ("Leasehold") of the Civic Area of City west of U.S. 41, north of Boulevard of the Arts and south of 10<sup>th</sup> Street, which is within the boundaries of the City Property described in the foregoing Easement, and

WHEREAS, Symphony has constructed on the Leasehold a building ("Existing Symphony Building") for the performance of symphonic and chamber music and to provide educational programs for the same purpose, and

WHEREAS, the height of the Existing Symphony Building is 27 feet above Flood Zone "A"; and

WHEREAS, Symphony proposes to construct an addition to the Existing Symphony Building consisting of additional educational space including a large rehearsal hall ("Phase I") and a new concert hall ("Phase II"), as depicted in attached Exhibit "1" (collectively, the "Addition"); and

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WHEREAS, the existing and maximum building heights for the respective areas depicted on attached Exhibit "1" shall be the maximum height of any portion, segment, element or other item of any structure located within the boundaries of the Leasehold, and any portion of the Leasehold which has not been assigned a maximum height on Exhibit "1" or which has not been shown on Exhibit "1" shall be deemed to have a maximum height of the flood plain elevation level of Flood Zone "A", except as otherwise stated herein; and

WHEREAS, the parties desire by this Amendment to memorialize their understanding that the Addition to be built by Symphony, as depicted in attached Exhibit "1", shall constitute the "one other, existing or new structure for the primary use of performing arts" which may have a height greater than 45 feet but no more than 90 feet as limited in the Easement, and that the Existing Symphony Building, the Addition and the Leasehold shall be subject to the height limitations established herein; and

WHEREAS, the legal description contained in Exhibit "A" of the Easement which was recorded on December 3, 1999 as Official Records Instrument #1999160822 (6 pages) contains a scrivener's error in the second line of the legal description which refers in error to "Block T" and which must be corrected to refer to "Block B".

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the City, SR11 and Symphony agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Symphony shall be permitted to construct the Addition in two distinct phases, provided that the various portions, segments, elements or other items comprising the Addition shall not exceed the various height limits (27, 32, 40, 45 and 68 feet above Flood Zone "A") for each respective area of the Addition as depicted in Exhibit "1".
3. Notwithstanding its construction in two distinct phases, the entire Addition shall be deemed a single "structure" and shall constitute the "one other, existing or new structure for the primary use of performing arts" as that phrase is used in the Easement. Consequently, upon the effective date of this Amendment, there shall hereafter be no more exceptions to the 45-foot height restriction under paragraph 2 of the Easement for "other, existing or new structure(s) for the primary use of performing arts." This Amendment shall not, however, preclude the construction of the "fly" or "loft" for the Van Wezel Hall to a height of up to 90 feet above Flood Zone "A", nor shall it preclude the repair or reconstruction of structures exceeding 45 feet above Flood Zone "A" that existed on November 3, 1999, to a height no greater than the height of such structures as they existed on November 3, 1999.
4. Anything to the contrary notwithstanding, no building, structure, item or matter, whatsoever, or any portion thereof, located on or above the Leasehold shall exceed the flood plain elevation level for Flood Zone "A", except for the Addition and the Existing Symphony Building as depicted on attached Exhibit "1" and except for free standing signage with a height no greater than 20 feet above Flood Zone "A".
5. No portion, segment, element, or other item of the Addition or of any renovation of the Existing Symphony Building shall exceed the existing or maximum height as depicted on Exhibit "1" for such portion, segment, element, or other item.
6. The parties acknowledge that the Addition, as it is depicted in Exhibit "1" attached hereto, does not encroach into the area which is westerly of the easterly 750 feet of the City Property, and is therefore not restricted by paragraph 3 of the Easement.

OFFICIAL RECORDS INSTRUMENT # 2001074654 10 PGS

7. Any modification to Exhibit "1" of this Amendment may be made and shall only become effective and binding upon written agreement properly executed by Symphony and SR11 (and any subsequent owner of the Project Site, and its legal representatives, heirs, successors and assigns) recorded in the Public Records of Sarasota County, Florida. Modification to Exhibit "1" of this Amendment shall not require the agreement of City. Notwithstanding the foregoing, nothing herein shall abrogate the City's review and approval rights as Landlord under the Lease or as a regulatory agency.

8. The legal description in Exhibit "A" (the "Project Site") attached to the Easement which was recorded on December 3, 1999 as Official Records Instrument #1999160822 (6 pages) shall be and is hereby replaced with the legal description attached hereto in Exhibit "3", which is incorporated herein

9. Except to the extent modified by this Amendment, all provisions of the Easement shall remain in full force and effect.

10. This Amendment shall only become effective and binding upon the occurrence of the following events:

(a) The approval by City of Major Conditional Use 00-CU-03, Site Plan 00-SP-13 and G Zone Waiver 00-GZW-01 for development of the Addition or an alternative to the Addition acceptable in writing to City, SR11 and Symphony, and

(b) The recording of this Amendment in the Public Records of Sarasota County, Florida

11. Once it becomes effective, this Amendment shall continue in full force and effect until December 2, 2098, at which time it will terminate.

IN WITNESS WHEREOF, this Amendment has been signed, in triplicate, by the respective parties hereto.

DATED this 23<sup>rd</sup> day of May, 2001, by CITY OF SARASOTA, FLORIDA

DATED this 17<sup>th</sup> day of May, 2001, by SARASOTA RENAISSANCE II, LIMITED PARTNERSHIP

DATED this 14<sup>th</sup> day of May, 2001, by FLORIDA WEST COAST SYMPHONY, INC.

WITNESSES:

Maria M. Battin  
Signature of Witness

MARIA M. BATTIN  
Print Name of Witness

Vicki L. Schutz  
Signature of Witness

Vicki L. Schutz  
Print Name of Witness

THE CITY OF SARASOTA

By

Albert F. Hogle  
Albert F. Hogle, Mayor

ATTEST:

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

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of MAY, 2001 by Albert F. Hogle, as Mayor of THE CITY OF SARASOTA, who is personally known to me or has produced \_\_\_\_\_ as identification.



Kathie J Micko  
Signature of Notary Public

Kathie J. Micko  
Print Name of Notary Public

I am a Notary Public of the State of Florida and my Commission expires on 5/7/05

Witnesses:

Tami S. Suter  
Tami S. SUTER  
(Print Name)

Tina Capriola  
Tina Capriola  
(Print Name)

Monika Craig  
MONIKA CRAIG  
(Print Name)

SARASOTA RENAISSANCE, Limited Partnership, a Florida limited partnership

By WYNNTON DEVELOPMENT SUB, LLC, a Georgia limited liability company, its sole general partner

By WCP HOLDINGS, LLC, a Georgia limited liability company, its sole member and manager,

By WYNNTON CAPITAL PARTNERS, L P, A Georgia limited partnership, its manager,

By: WYNNTON INTERNATIONAL, INC., a Georgia corporation, its sole general partner,

By Stanley A. Tarkow  
Stanley A. Tarkow, Vice President

SARASOTA RENAISSANCE II, Limited Partnership, a Florida limited partnership

By WYNNTON DEVELOPMENT SUB, LLC, a Georgia limited liability company, its sole general partner

OFFICIAL RECORDS INSTRUMENT # 2001074654 10 PGS

[Signature]  
WILLIAM W. MERRITT  
(Print Name)

By: WCP HOLDINGS, LLC, a Georgia limited liability company, its sole member and manager,


By: WYNNTON CAPITAL PARTNERS, L.P., a Georgia limited partnership, its manager

By: WYNNTON INTERNATIONAL, INC, a Georgia corporation, its sole general partner

By: [Signature]  
Stanley A. Tarkow, Vice President

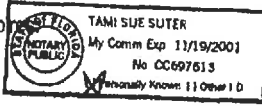
STATE OF FLORIDA  
COUNTY OF ~~SARASOTA~~ HILLSBOROUGH

On the 17<sup>th</sup> day of May, 2001, before me personally came Stanley A Tarkow to me known and known to be the Vice President of Wynnton International, Inc., the sole general partner of Wynnton Capital Partners, L.P., the manager of WCP Holdings, LLC, the sole member and manager of Wynnton Development Sub, LLC, the sole general partner of Sarasota Renaissance, Limited Partnership, a Florida limited partnership, who executed the foregoing instrument for and in behalf of said partnership.

[Signature]  
Print Name: TAMI SUE SUTER  
Notary Public  
My Commission 

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On the 17<sup>th</sup> day of May, 2001, before me personally came Stanley A Tarkow to me known and known to be the Vice President of Wynnton International, Inc, the sole general partner of Wynnton Capital Partners, L.P., the manager of WCP Holdings, LLC, the sole member and manager of Wynnton Development Sub, LLC, the sole general partner of Sarasota Renaissance II, Limited Partnership, a Florida limited partnership, who executed the foregoing instrument for and in behalf of said partnership

[Signature]  
Print Name: TAMI SUE SUTER  
Notary Public  
My Commission Exp 

WITNESSES:

FLORIDA WEST COAST SYMPHONY, INC

Penelope J. Sindall  
Signature of Witness  
PENELOPE J. SINDALL  
Print Name of Witness

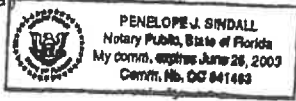
By: Jack L. Soft  
As its President

Mary D. Roosa  
Signature of Witness  
MARY D. ROOSA  
Print Name of Witness

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2001 by Jack L. Soft as PRESIDENT of FLORIDA WEST COAST SYMPHONY, INC., a nonprofit Florida corporation, on behalf of the corporation. The above-named person is personally known to me or has produced ISAGENIN as identification

(Notary Seal)



Penelope J. Sindall  
Signature of Notary Public

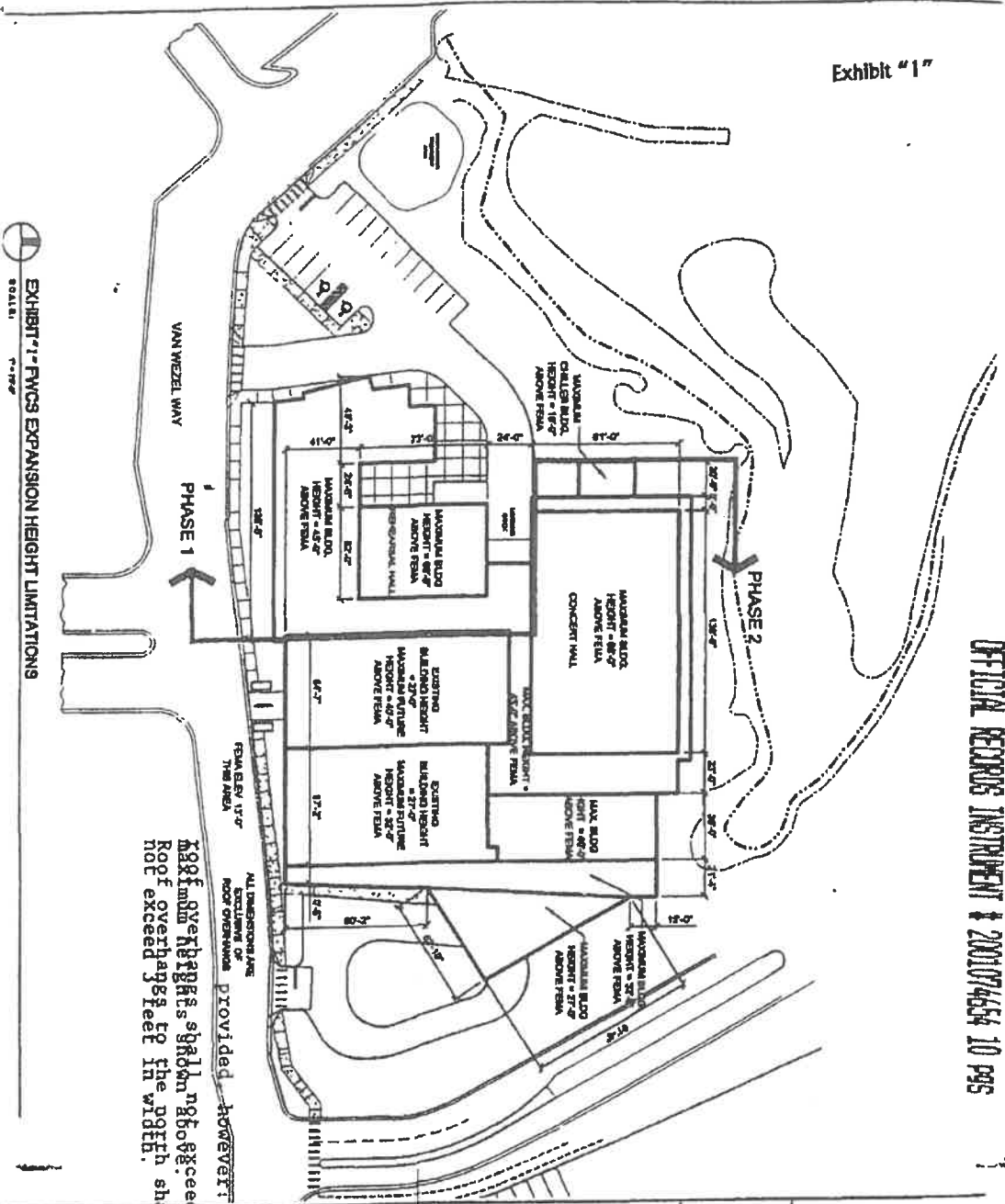
PENELOPE J. SINDALL  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on \_\_\_\_\_.



Exhibit "1"

OFFICIAL RECORDS INSTRUMENT # 2001074654 10 PGS



ALL DIMENSIONS ARE  
 TO FACE UNLESS  
 OTHERWISE NOTED  
 PROVIDED HOWEVER  
 THAT THE  
 1'-0" MAXIMUM  
 OVERHANG SHALL  
 NOT EXCEED THE  
 WIDTH OF THE  
 ROOF OVERHANG  
 PROVIDED HOWEVER  
 THAT THE  
 1'-0" MAXIMUM  
 OVERHANG SHALL  
 NOT EXCEED THE  
 WIDTH OF THE  
 ROOF OVERHANG

EXHIBIT "1" PWCS EXPANSION HEIGHT LIMITATIONS  
 SCALE: 1/8" = 1'-0"

EDUCATION CENTER  
 AND CONCERT HALL

HOYT  
 ARCHITECTS  
 1000 15th Street  
 N. Billerica, MA 01821

SYMPHONY

1 of 1



EXHIBIT "2"  
 PARCEL DESCRIPTION FOR

*Florida's west coast Symphony*  
 CENTER

COMMENCING AT THE NORTHEAST CORNER OF LOT 25, BLOCK G, CENTRAL BROADWAY, AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORD OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 90 DEG, 00', 00" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BOULEVARD OF THE ARTS (FORMERLY KNOWN AS 6TH STREET), 114.27 FT.; THENCE NORTH 00 DEG, 00' 00" EAST, 342.82 FT.; THENCE NORTH 48 DEG, 46', 40" EAST, 9.59 FT. TO THE POINT OF A CURVE TO THE LEFT; THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE, HAVING A RADIUS OF 44.67 FT., A CENTRAL ANGLE OF 46 DEG, 27', 55" AND AN ARC DISTANCE OF 38.23 FT. TO THE POINT OF TANGENCY; THENCE NORTH 02 DEG, 18', 45" EAST, 99.59 FT.; THENCE NORTH 00 DEG, 04', 00" EAST, 112.42 FT. TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH WALL OF THE "FLORIDA'S WEST COAST SYMPHONY BUILDING"; THENCE GO SOUTH 89 DEG, 53', 37" WEST, 14.19 FT. TO THE "POINT OF BEGINNING": THENCE GO NORTH 08 DEG, 15', 59" WEST, 120.22 FT.; THENCE NORTH 18 DEG, 28', 24" EAST, 17.88 FT.; THENCE NORTH 03 DEG, 40', 33" WEST 48.39 FT.; THENCE NORTH 32 DEG, 23', 26" WEST 45.98 FT.; THENCE NORTH 00 DEG, 27', 40" WEST 19.82 FT.; THENCE SOUTH 89 DEG, 24', 35" WEST, 99.86 FT.; THENCE SOUTH 57 DEG, 48', 53" WEST 31.47 FT.; THENCE SOUTH 59 DEG, 49', 26" WEST 21.35 FT. TO THE POINT OF A CURVE TO THE LEFT, GO ALONG THE ARC OF SAID CURVE 67.99 FT. AT A RADIAL DISTANCE OF 65.00 FT., THRU A CENTRAL ANGLE OF 59 DEG, 55', 51" TO IT'S POINT OF TANGENCY; THENCE SOUTH 00 DEG, 06', 23" EAST 48.34 FT. TO THE POINT OF CURVE OF A CURVE TO THE RIGHT AND THRU A CENTRAL ANGLE OF 59 DEG, 59', 57", AT A RADIAL DISTANCE OF 20.00 FT. GO 20.94 FT. TO A POINT OF REVERSE CURVATURE; THENCE 130.90 FT. ALONG THE ARC OF SAID CURVE TO THE LEFT AND THRU A CENTRAL ANGLE OF 149 DEG, 59', 57", AT A RADIAL DISTANCE OF 50.00 FT. TO IT'S POINT OF TANGENCY; THENCE GO NORTH 89 DEG, 53', 37" 197.33 FT. TO THE "POINT OF BEGINNING".

OFFICIAL RECORDS INSTRUMENT # 2001074654 10 PGS

SAID DESCRIBED PARCEL CONSISTING OF 49,074.89 SQ.FT., OR 1.13 ACRES M.O.L. SUBJECT TO ALL EASEMENTS OF RECORD

<i>Florida's west coast Symphony</i> EXHIBIT "2" center CAD NO.:	DESIGNED	DRAWN	CITY OF SARASOTA Engineering Department 1345 1ST. STREET, ROOM 1804 P.O. BOX 1858 SARASOTA, FLORIDA 34230
	DATE	SCALE	
	PROJECT NO.	SHEET	
		1 OF 2	

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 25, BLOCK G, CENTRAL BROADWAY, AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BOULEVARD OF THE ARTS (FORMERLY KNOWN AS 6TH STREET), 114.27 FEET; THENCE NORTH 00°00'00" EAST, 342.62 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 48°46'40" EAST, 9.59 FEET TO A POINT OF A CURVE TO THE LEFT; THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE, HAVING A RADIUS OF 44.67 FEET, A DIRECTION ALONG SAID CURVE, HAVING A RADIUS OF 44.67 FEET, A CENTRAL ANGLE OF 46°27'55" AND AN ARC DISTANCE OF 36.23 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02°18'45" EAST, 99.59 FEET; THENCE NORTH 00°04'00" EAST, 112.42 FEET TO A SAID POINT, ON THE EASTERLY EXTENSION OF THE SOUTH WALL OF THE WEST COAST SYMPHONY BUILDING; THENCE SOUTH 89°53'37" WEST ALONG SAID WALL LINE EXTENDED, 352.51 FEET; THENCE SOUTH 00°06'23" EAST, 20.00 FEET; THENCE NORTH 89°53'37" EAST, 80.00 FEET TO A POINT ON THE EASTERLY TOP OF BANK OF A 55 FOOT WIDE CANAL; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID EASTERLY TOP OF BANK, 357 FEET MORE OR LESS TO A POINT; THENCE LEAVING SAID TOP OF CANAL BANK SOUTH 41°13'20" EAST, 66.35 FEET; THENCE NORTH 48°46'40" EAST, 75.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT "2"  
Page 2 of 2

OFFICIAL RECORDS INSTRUMENT # 2001074554 10 PGS

Exhibit "3"

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 B, 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 136.30 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., a distance of 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 45.00 feet; thence northeasterly along the arc of said curve, through a central angle of 44°32'43", an arc distance of 50.84 feet to the point of a non-concentric curve to the right, of which the radius point lies S.29°17'37"E., a radial distance of 45.00 feet; thence northeasterly along the arc of said curve, through central angle of 23°42'55", 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 1.13 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 16°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 23.15 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°55'48"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°25'34", an arc distance of 50.17 feet; thence S.02°16'10"W., a distance of 200.56 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 41.55 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 58.57 feet; thence N.87°43'52"W., a distance of 191.52 feet to the POINT OF BEGINNING.

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.

OFFICIAL RECORDS INSTRUMENT # 2001074554 10 PAGES