

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
FHILLER 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 10th 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.

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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 23rd day of May, 2001, by CITY OF SARASOTA, FLORIDA

DATED this 17th day of May, 2001, by SARASOTA RENAISSANCE II, LIMITED PARTNERSHIP

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

WITNESSES:

Tricia M. Battin
Signature of Witness

TRICIA 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 23rd 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
MY COMMISSION # DD 023780
EXPIRES May 7, 2005
1-800-840TARY FL Notary Service & Bonding, Inc.

KATHIE J MICKO
NOTARY PUBLIC
STATE OF FLORIDA

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

William W. Merritt
WILLIAM W. MERRITT
(Print Name)

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

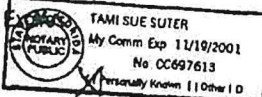
By: WYNNTON CAPITAL PARTNERS, L.P., a Georgia limited partnership, its manager

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

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

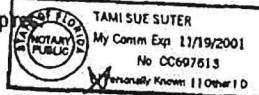
STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ HILLSBOROUGH

On the 17th 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.

Tami Sue Suter
Print Name: TAMI SUE SUTER
Notary Public
My Commission 

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On the 17th 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

Tami Sue Suter
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

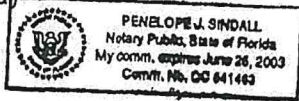
By: Jack L. Jobt
As its President

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 14th day of May 2001 by Jack L. Jobt 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 ISAS 0111 as identification

(Notary Seal)



Penelope J. Sindall
Signature of Notary Public

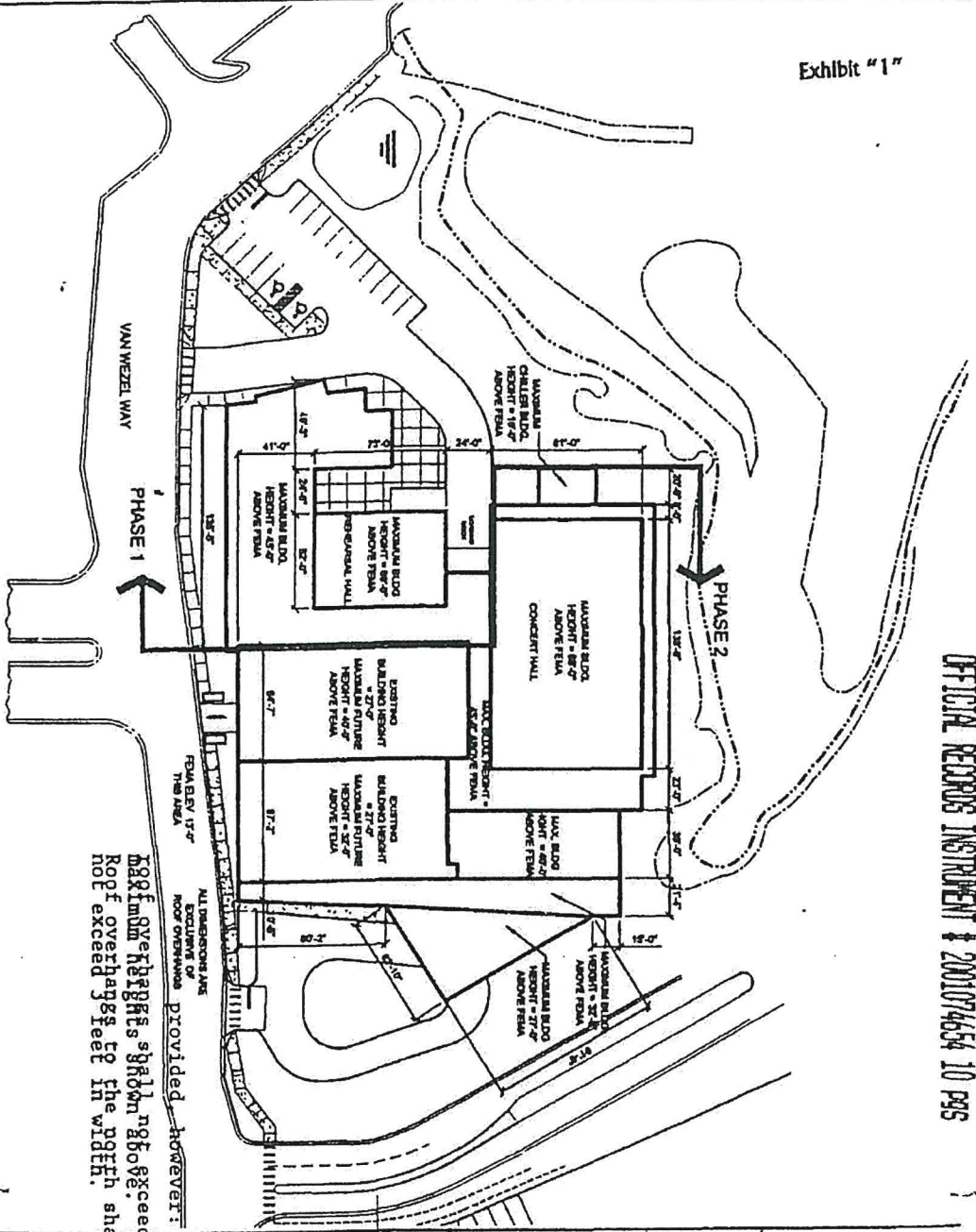
PENELOPE J. SINDALL
Print Name of Notary Public

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

Exhibit "1"

OFFICIAL RECORDS INSTRUMENT # 2001074654 10 PGS

EXHIBIT "1" FWCS EXPANSION HEIGHT LIMITATIONS
SCALE: 1"=30'



ALL DIMENSIONS ARE FROM ELEV 13'-0" THIS AREA

MAXIMUM BLDG HEIGHTS SHOWN ABOVE. ROOF OVERHANGS TO THE DEPTH SHALL NOT EXCEED 3 FEET IN WIDTH.

EDUCATION CENTER AND CONCERT HALL

HOYT ARCHITECTS
1000 ...
P. ...

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, 342.62 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 36.23 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 06 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', 28" 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".

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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 <small>CAD NO.:</small>	DESIGNED	DRAWN	CITY OF SARASOTA Engineering Department 1545 1ST. STREET, ROOM 100A P. O. BOX 1834 SARASOTA, FLORIDA 34230
	DATE 04/18/04	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"
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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 136.90 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 84.66 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°32'41", 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°17'37"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°25'34", 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°17'31"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°43'32"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.

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