

Appendix 1

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-31

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES GRANTING APPROVAL OF A DEVELOPMENT ORDER FOR THE UNIVERSITY OF MIAMI PURSUANT TO ZONING CODE ARTICLE 3, DIVISION 19, ENTITLED "DEVELOPMENT AGREEMENTS", FOR THE UNIVERSITY OF MIAMI, CITY OF CORAL GABLES CAMPUS, FOR THE AREA BOUNDED BY PONCE DE LEON BOULEVARD, RED ROAD (SW 57TH AVENUE), MATARO AVENUE, SAN AMARO DRIVE, CAMPO SANO DRIVE, PISANO AVENUE AND CARILLO STREET, CORAL GABLES, FLORIDA; PROVIDING FOR INCORPORATION OF ORDINANCE NO. 2964 THROUGH UMCAD APPROVALS UP AND INCLUDING ORDINANCE 2007-16 AND AMENDING SAME AS REFLECTED IN THE PROPOSED DEVELOPMENT AGREEMENT INCLUDING BUT NOT LIMITED TO AN INCREASE IN SEATING AT THE BANK UNITED CENTER, AN AMENDMENT TO RESOLUTION NO. 2003-7 TO ALLOW FOR THE SALE OF ALCOHOLIC BEVERAGES, AN AMENDMENT TO CERTAIN PROVISIONS OF ORDINANCE NO. 2007-16 WITH RESPECT TO THE TIMING OF CERTAIN OBLIGATIONS AND MODIFICATIONS OF DECLARATION OF COVENANTS RECORDED ON OCTOBER 3, 2007, AT OR BOOK 25968, PAGES 4593-4609; AND PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Coral Gables, pursuant to Florida Statutes and the City of Coral Gables Zoning Code, has designated the Planning and Zoning Board as the Local Planning Agency; and

WHEREAS Pursuant to Chapter 163, Florida Statutes, local governments may enter into development agreements to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development, and

WHEREAS, the University of Miami and the City of Coral Gables desire to proceed forward with a Development Order pursuant to Florida Statutes, Chapter 163 and City of Coral Gables Zoning Code Article 3, Division 19, entitled "Development Agreements", to manage future growth of the University for Coral Gables Campus, for the area generally bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street (legal description on file); and

WHEREAS, a copy of the Development Agreement is attached hereto as Exhibit "A" to this Ordinance; and

WHEREAS, to promote public outreach and participation in the public hearing

process, the City has provided the following notice: 1) required advertising per State Statutes; 2) courtesy notification mailing of all property owners of record within one-thousand-five-hundred (1,500) feet of the property, which is in excess of the identified one-thousand (1,000) feet courtesy notice provided for in the City' Zoning Code; 3) posting of the property with abundant signage identifying the public hearing opportunity; 4) City web page posting of the public hearing agendas; and 5) electronic mailing to interested parties; and

WHEREAS, to provide ample and effective opportunities for public participation in the City of Coral Gables governance and decision making process pursuant to the City's administrative procedures and Comprehensive Plan Goals, Objectives and Policies of the "Governance Element", the City requires the applicant to conduct a neighborhood meeting or meetings in advance of public hearings to disseminate information of the application and allow neighborhood and interested party input; and

WHEREAS, the applicant, the University of Miami has provided courtesy notification mailing to all property owners of record within one thousand (1,500) feet of the property and conducted a neighborhood meeting on August 4, 2010 to disseminate information of the application and allow neighborhood and interested party input; and

WHEREAS, the application and all supporting documentation including but not limited to the legal description, ordinances, mapping, legal advertising, notices, public comments, etc. is available for inspection and review at the City of Coral Gables Planning Department and City Clerk's office; and

WHEREAS, in advance of public hearing consideration, the City's staff analysis and recommendation is are available for inspection at City of Coral Gables Planning Department and City Clerk's office and available on the City's Web page at www.coralgables.com for easy retrieval; and

WHEREAS, a public hearing was held before the Local Planning Agency (Planning and Zoning Board) of the City of Coral Gables on August 11, 2010, at which hearing all interested persons were afforded the opportunity to be heard; and

WHEREAS, at a public hearing held on August 11, 2010, the Local Planning Agency (Planning and Zoning Board) recommended approval (6-0 vote) of the proposed Development Agreement; and

WHEREAS, the City Commission held a public hearing on September 14, 2010, at which hearing all interested persons were afforded an opportunity to be heard and this request was approved on First Reading (vote: 5-0);

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That the City Commission does hereby approve and grant a Development Order approving the Development Agreement between the University of Miami and the City of Coral Gables pursuant to Florida Statutes Chapter 163 and City of Coral Gables Zoning Code Article 3, Division 19, entitled "Development Agreements", for the University of Miami, City of Coral Gables Campus, for the area bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street (legal description on file),

SECTION 3. All rights, actions, proceedings and Contracts of the City, including the City Commissioners, the City Manager, or any of its departments, boards or officers undertaken pursuant to the existing code provisions, shall be enforced, continued, or completed, in all respects, as though begun or executed hereunder.

SECTION 4. All ordinances or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.

SECTION 5. If any section, part of session, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 6. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of the City of Coral Gables, Florida, as amended, which provisions may be renumbered or re-lettered and that the word ordinance be changed to "section", "article", or other appropriate word to accomplish such intention.

SECTION 7. That this Ordinance shall become effective thirty (30) days after the Department of Community Affairs receives the Development Agreement, which is October 29, 2010.

PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER, A.D.,
2010.


(Moved: Anderson / Seconded: Kerdyk)
(Yeas: Cabrera, Kerdyk, Withers, Anderson, Slesnick)
(Unanimous: 5-0 Vote)
(Agenda Item: E-6)

APPROVED:




DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER L. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Appendix 2

**CITY OF CORAL GABLES AND
UNIVERSITY OF MIAMI AGREEMENT**

September THIS AGREEMENT is made and entered into as of this 28th day of September, 2010, by and between the CITY OF CORAL GABLES, a Florida municipal corporation ("City") and the UNIVERSITY OF MIAMI, a Florida nonprofit corporation ("University").

RECITALS

WHEREAS, the University is the owner of the real property located within the City of Coral Gables commonly referred to as the University of Miami Coral Gables Campus ("UM Campus") which is more particularly shown and legally described in the map and legal description attached hereto as Exhibit A;

WHEREAS, in approximately 1925, the University and its founders commenced the development of the UM Campus in accordance with multiple development approvals and permits and pursuant to various City-approved plans. The most recently approved UM Campus Plan – referred to as the University of Miami Campus Area District ("UMCAD") plan – approved pursuant to Ordinance 2007-16, together with the concurrent Declarations of Restrictive Covenants – is attached hereto as Composite Exhibit B;

WHEREAS, annual UMCAD approvals have been granted for the years 1993, 1995, 1996, 1998, 2000, 2001, 2002, 2003, 2004, and 2006;

WHEREAS, the City and the University recognize that their existing good relationship can be improved for the University, the City and its residents;

WHEREAS, the City and the University both recognize that the prosperity of one impacts the prosperity of the University, the City and its residents;

WHEREAS, the City recognizes that the University's rise to the top tier of the nation's academic research institutions is desirable for and beneficial to the City;

WHEREAS, the City recognizes that the growth and expansion of the University on the UM campus is consistent with the Goals, Policies, and Objectives of the City's comprehensive plan;



WHEREAS, the City and the University agree that it is in the best interests of the City and the University to continue to promote the virtues of the City and the University as a premier university in a premier City;

WHEREAS, many of the University's faculty and students have knowledge, talent, experience and expertise in areas of interest and importance to the City in the areas of the arts, technology, science, and medicine;

WHEREAS, collaborative programming between the University and the City would be of mutual benefit and advantage to the University, the City, and its residents;

WHEREAS, the existing UMCAD zoning district regulations can be improved and made more efficient for the City and the University;

WHEREAS, the City wishes to replace the existing UMCAD district regulations with more effective and efficient land development regulations;

WHEREAS, this Agreement provides for the orderly development and redevelopment of the University and for protecting surrounding residential neighborhoods from any potential impacts;

WHEREAS, this Agreement promotes a stronger commitment to comprehensive and capital facilities planning and ensures the provision of adequate public facilities for development, encourages the efficient use of resources and reduces the economic cost of development and redevelopment;

WHEREAS, this Agreement is entered into in accordance with the Florida Local Government Development Agreement Act, section 163.3220-163.3243, Fla. Stat. (2009) ("Act") and pursuant to the provisions of Article 3, Division 19 of the Zoning Code of the City of Coral Gables;

WHEREAS, the Planning and Zoning Board of the City of Coral Gables conducted a public hearing on August 11, 2010 pursuant to notice required in section 163.3225(2)(b) Fla. Stat. (2009) with regard to this Agreement and the Board recommended approval of the Agreement to the City Commission;

WHEREAS, the City Commission of the City of Coral Gables gave notice in accordance with the requirements of the Florida Statutes and conducted a public hearing pursuant to notice required in section 163.3225(2)(b) Fla. Stat. (2009) with regard to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants entered into between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

1. Recitals.

The above recitals are true and correct, deemed to be findings, and are incorporated herein and made a part hereof.

2. Statement of Intent.

With this Agreement, the City and the University seek to establish a new era in their relationship by promoting the health, safety, welfare, and cultural advancement of the City and its residents while providing for the coordinated, comprehensive, and orderly development of the UM Campus. The Agreement seeks to accomplish many goals, principal among them is making more accessible to the citizenry of Coral Gables the resources of the University in the areas of culture, music, research, medical treatment and care. To this end, it is the policy statement of the City that it would welcome the University's efforts to bring world-class medical care to the City and its residents.

At the same time, this Agreement seeks to promote greater efficiencies in the regulatory regime that governs the University so that it can continue to compete with our nation's colleges and universities. Both the City and the University recognize the unique, multi-factorial relationship that exists between them by virtue of the location of the UM Campus within the City and the residential student population that exists thereon.

3. Defined Terms.

Unless the specific context indicates otherwise, all definitions set forth within Florida's Growth Management Act, including the Florida Local Government Development Agreement Act, shall be adopted and included herein. The following terms as used herein shall have the following meanings:

Agreement. The City of Coral Gables and University of Miami Agreement between the City of Coral Gables and the University of Miami dated September 27, 2010.

Bank United Center. The Convocation Center, also known as the Bank United Center, located in the Coral Gables Campus of the University of Miami.

Comprehensive Plan. As defined in the Zoning Code of the City.

Events of Default. The phrase “Events of Default” shall have the meaning assigned to it in Paragraph 44 below.

Fire Station Property. The land owned by the City of Coral Gables as described in Paragraph 22 of this Agreement.

Full-Time Equivalent (FTE). Full-time equivalent means: 1) one (1) FTE for each full-time undergraduate student taking a minimum of 12 semester hours, and 2) the fraction produced by dividing a part time undergraduate student’s credit load by 12.

GRID. The Gables Redevelopment and Infill District as defined in the Comprehensive Plan of the City.

Gross Floor Area. Gross Floor Area is the total floor area including the gross horizontal area of the several stories of any building or buildings on the site, as measured from the exterior facing of exterior walls, and shall include any building area except for: a) balconies which extend from exterior walls and extensions; b) off-street parking areas within the building; c) lobbies; d) atriums; e) open stair wells and f) open plazas.

Health Center. A medical facility, serving both the University and the general public, which could be located on the UM Campus in the University Multi-use Area that provides a range of medical care on an out-patient basis across a wide spectrum of areas including but not limited to radiation, diagnostic imaging, chemotherapy, sports medicine, out-patient surgery and accessory uses.

Internal Road. The internal roadway (north and south segments) that is a condition of approval to certain specific UMCAD 2006 Amendments, as provided for in City of Coral Gables Ordinance No. 2007-16, adopted March 27, 2007.

Mobility Plan. An element of the Campus Master Plan that promotes the goals, policies and objectives of the mobility element of the City’s Comprehensive Plan, providing for land use and transportation programs designed to promote the internal capture of trips on campus, use of alternative modes of transportation, including walking, biking, shuttles, car and/or van pooling and transit within the campus and to and from the campus, parking management and other strategies to reduce dependency on the single occupant automobile.

UMCAD Approvals. Refers to and defines collectively all original and subsequent approvals and amendments to the UMCAD Plan originally adopted pursuant City of Coral Gables Ordinance number 2964, adopted December 10, 1991, as amended.

UCD. The University Campus District, as such district is defined in Section 4-202 of the City of Coral Gables Zoning Code.

4. Term.

This Agreement shall have a term of twenty (20) years after the Effective Date.

5. Annual Meeting.

(a) The University and the City agree to convene an annual State of the City/University Meeting involving the Mayor and City Commission and officials of the City and the officers and representatives of the Board of Trustees of the University during the term of this Agreement ("Annual Meeting"). The purpose of the Annual Meeting is for the leadership of the City and the leadership of the University to exchange information with regard to future plans and programs and to explore opportunities of mutual benefit.

(b) The University and the City agree that the location of the Annual Meeting will rotate each year between an on-campus venue and an off-campus venue elsewhere in the City.

(c) The City and the University agree to share the costs of the Annual Meeting, with the City paying for the costs when the Annual Meeting is located off-campus and the University paying for the costs when the Annual Meeting is located on-campus.

(d) The Annual Meeting shall be publicly noticed and conducted in accordance with all applicable laws that govern public meetings.

(e) The University and the City shall agree on the agenda for the Annual Meeting no less than thirty (30) days prior to the date thereof.

6. Gables Fellows Program.

(a) The University and the City agree to create and establish an annual student internship to be known as Gables Fellows ("Gables Fellows Program") for students with a demonstrated commitment to public service, local government, planning, architecture, and economic development.

(b) The Gables Fellows Program shall be the University's preeminent undergraduate internship program with the City of Coral Gables for local government scholarship. At its start, it shall be administered through the Office of the Provost in conjunction with the University's Center for Civic Engagement (the "Center").

(c) The City, leadership from the University, and the Office of the Provost, shall develop the criteria for acceptance into the Gables Fellows Program, shall conduct an application process, and shall interview eligible candidates. The criteria shall seek to attract the best and brightest candidates. The City and the University shall review the Gables Fellows Program and amend the criteria on each fifth year anniversary of this Agreement.

(d) The University shall nominate appropriate candidates for the Gables Fellows Program at the end of each spring semester.

(e) From this list of nominees, the City shall select one (1) student as a Gables Fellow for the upcoming Fall Semester and one (1) student as a Gables Fellow for the following Spring Semester.

(f) Gables Fellows will perform various functions in City departments as mutually agreed by the City and University.

(g) The City and the University agree that the Gables Fellows internship program shall comply with all applicable University regulations regarding internship/work study programs. The University shall pay a Gables Fellow an hourly rate determined by the University commensurate with the quality of the program and its fellows.

(h) Gables Fellows shall be evaluated at the conclusion of each semester by both the University and the City. If appropriate, each Gables Fellow shall receive an appropriate plaque and letter of recommendation.

7. University of Miami's Coral Gables Lecture Series.

(a) The City and the University agree to establish an annual lecture program to be entitled the UM's Coral Gables Lecture Series featuring members of the faculty of the University and distinguished speakers in lecture and panel presentations ("UM Lectures"). UM Lectures will be given six (6) times year.

(b) The City and the University agree that the UM Lectures may be presented on the UM Campus or off of the UM Campus at venues that are mutually agreed upon by the City and the University.

(c) The City and the University agree that the UM Lectures will be presented free of charge to Coral Gables residents and that the University shall be responsible for all aspects of the content of the UM Lectures including the cost, if any, of speaker fees.

(d) When the UM Lectures are presented at off-campus venues, the City shall cover the costs of the venue and all associated costs including insurance and security. When the programs are presented on-campus, the University shall cover the associated costs, including insurance and security.

8. University Performance and Concert Series.

(a) The City and the University agree to co-host a concert series comprised of four (4) concerts annually featuring student and faculty performers ("UM Concert Series").

(b) The City and the University agree that the UM Concert Series may be presented on the UM Campus or off of the UM Campus at venues that are mutually agreed upon by the City and the University.

(c) The City and the University agree that the UM Concert Series shall be free of charge to Coral Gables residents and that the University shall be responsible for all aspects of the content of the concerts. The University shall make available to the City an appropriate allocation of free tickets for each concert and it shall be the City's sole responsibility to distribute the tickets. Any tickets that are not distributed within three (3) days of an event shall be returned to the University. Each ticket recipient shall provide the City with his or her name, address and e-mail address, if available.

(d) When the concerts are presented at venues off the UM Campus, the City shall cover the costs of the venue and all associated costs including insurance and security. When the programs are presented on-campus, the University shall cover the associated costs, including insurance and security.

(e) The University agrees to be responsible for the cost of talent for concerts presented on campus and off-campus.

(f) In addition to the four (4) concerts referenced above in subparagraph 8(a), the University shall present two (2) cultural programs that

shall feature performances or exhibitions open to Coral Gables residents. The intent of this subparagraph (f) is to provide programming in the cultural arts in addition to musical performances. By way of illustration, dramatic presentations, poetry readings, photography, painting, or sculptural exhibitions are the types of programs that are intended to be presented in accordance with this subparagraph (f). The choice of venue, provision of content, and covering of the costs for these programs shall be the sole responsibility of the University.

9. Ponce de Leon Boulevard Beautification Improvements.

(a) The City and the University agree that the beautification of the Ponce de Leon Boulevard between Red Road and the intersection of Ponce de Leon Boulevard and LeJeune Road is beneficial to the University, the City and its citizens.

(b) The City agrees to design and install beautification improvements for Ponce de Leon Boulevard between Red Road and the intersection of Ponce de Leon Boulevard and LeJeune Road. The City agrees to coordinate the design of the beautification improvements in consultation with the University.

(c) The City agrees that the City will be responsible for the cost of the Ponce de Leon beautification improvements between Granada and the intersection of Ponce de Leon Boulevard and LeJeune Road.

(d) The University agrees to contribute up to \$100,000 to the cost of the Ponce de Leon Boulevard beautification improvements between Red Road and Granada.

(e) The University's financial contribution is payable: (i) upon reasonable advance written notice from the City; and (ii) if and when the City commences construction of the beautification work more particularly described in subparagraph (b) above.

(f) The City shall be solely responsible for maintaining the improvements constructed in accordance with this Paragraph 9.

10. "Meet the Docs" Health Care Program.

(a) The City and the University agree that a regular program addressing health care issues would be of substantial value to the City and its residents ("Meet the Docs").

(b) The University agrees to establish and present a quarterly Meet the Docs program to be held on the UM Campus or off of the UM Campus at venues mutually agreed upon by the City and the University.

(c) When the Meet the Docs programs are presented at off-campus venues, the City shall cover the costs of the venue and all associated costs including insurance and security. When the programs are presented on-campus, the University shall cover the associated costs including insurance and security. The presentation of content at these lectures shall be the sole responsibility of the University.

(d) The City and the University recognize and acknowledge that the intention of this Paragraph is to address in an introductory or lecture fashion a wide range of health care issues of current interest. It is not the intent of the "Meet the Docs" program to provide actual medical care or diagnosis to any individual.

11. Consulting Services.

The University will provide, at its expense, up to eighty (80) hours per year of consulting services to the City in areas such as information technology, procurement, architecture and design and business processes. Specific consulting projects will be by mutual agreement. The University will provide an estimate of non-labor expenses in advance of a project; said expenses will be the responsibility of the City. Unused hours in any calendar year may not be carried over to subsequent years.

12. Hurricane Athletics Ticket Program.

(a) The University and City agree to establish a Hurricane Athletics Ticket program to promote men's and women's team sports to City residents ("Ticket Program"). All tickets referred to in this Paragraph shall be for home games.

(b) The University agrees that Hurricane Athletics will establish a "Buy One, Get Two Free" Ticket Program for one home football game, designated by the University as "Coral Gables Day," during the regular season. The game will be a conference game or a mutually agreed upon non-conference game. Proof of residency will be required at the time of purchase. Tickets will be made available for purchase two weeks prior to the Coral Gables Day game. All available tickets, excluding suites and club seating, will be made available for purchase as part of the "Buy One, Get Two Free" program. Each

ticket recipient shall provide the University with his or her name, mailing address, and e-mail address, if available.

(c) The University also agrees to provide 1,000 general admission tickets free of charge for each of the following programs; men's basketball, women's basketball and men's baseball. A minimum of one-half of the tickets to each program shall be against a conference opponent which are selected by the University during the regular season of men's and women's basketball and men's baseball. Proof of residency will be required at time of pick up. Two tickets will be distributed for free per household until a maximum of 1,000 is reached.

(d) Ticket sales and distribution will be managed by the University of Miami's Athletics Tickets Office located at the Hecht Athletics Center. The distribution of the tickets for the football, men's and women's basketball and men's baseball games will be the sole responsibility of the University.

13. Student Enrollment.

(a) The enrollment of full-time equivalent undergraduate degree-seeking students enrolled in classes on the UM Campus ("Student Enrollment") has historically varied between approximately 9,000 and 11,500. For the purposes of this Agreement, the baseline student enrollment ("Baseline Enrollment") is 10,000 and the number of beds as of the Effective Date of this Agreement is 4,845.

(b) If and when, Student Enrollment reaches 12,000, the University shall submit a report for review and approval by the City ("Enrollment Reporting Threshold") identifying: (i) the number of Student Enrollment; (ii) the number of beds constructed on the UM Campus since the Effective Date; (iii) all traffic mitigation implemented by the University from the Effective Date, and (iv) a proposed plan that addresses any unmitigated traffic impacts caused by an increase in Student Enrollment between 12,000 and 13,000. Each year thereafter, the University shall submit an Enrollment Report thirty (30) days following commencement of the Fall Semester.

(c) The University agrees that if and when Student Enrollment on the UM Campus exceeds 13,000 ("Undergraduate Enrollment Mitigation Threshold") the following provisions shall apply:

(i) The University shall submit an application for an amendment to this Agreement which addresses the net new impacts not previously mitigated caused by the increase in Student Enrollment above the

Undergraduate Enrollment Mitigation Threshold. The Undergraduate Enrollment Threshold shall be subject to a credit as described in Paragraph 13c (ii) below.

(ii) For each new bed of student housing developed by the University on the UM Campus after the Effective Date (as evidenced by a certificate of occupancy), the University shall receive a one-half student-to-one bed on campus credit ("On-Campus Housing Credit") adjustment to its mitigation obligations arising under 13c (i) above. The purpose of the On-Campus Housing Credit is to encourage the University to house its students within the UM Campus. To illustrate the intention of the On-Campus Housing Credit, if the University develops six (6) beds of on-campus student housing after the Effective Date, then the University mitigation obligations shall be calculated based on a net increase of Student Enrollment by three (3). The On-Campus Housing Credit shall be limited solely to the provisions of this Paragraph 13.

(iii) The On-Campus Housing Credits shall only be effective for potential increases in Student Enrollment from 12,000 to 13,000.

14. Uses, Intensity of Use, Public Facilities, Reservations.

(a) Campus Generally. The City agrees that with applicable approvals the UM Campus can be developed with a maximum Gross Floor Area of 6.8 million square feet of university-related uses.

(b) The City agrees that the following uses and activities shall be authorized on the UM Campus subject to the provisions of this Agreement: classrooms; lecture halls; research laboratories, offices, and related research facilities; dormitories; residential; administrative and faculty offices; social, cultural, charitable and community facilities; government uses; camps; recreational and athletic facilities; commencement and graduation ceremonies; outdoor teaching and recreational uses; parking lots and garages; theaters; concert halls, arenas and collaboration and conference centers; museums, galleries and exhibition areas; libraries; religious facilities; private clubs, fraternities and sororities; commercial retail uses, food services, personal services, and entertainment uses intended to principally serve on campus needs; maintenance activities; greenhouses, outdoor eating and seating facilities; amateur radio, satellite earth stations, and telecommunication facilities; emergency phones, lighting and surveillance systems and other public safety facilities and temporary uses.

(c) University Multi-Use Area. In addition to the uses listed in subparagraph 14(b), the following uses are permitted: conference center, office,

lodging, commercial/retail and medical/healthcare uses intended to serve the University's needs and the broader needs of the general public.

(d) The maximum permitted heights of buildings on the UM Campus remain unchanged by this Agreement and are expressly set forth within the UMCAD approvals as amended.

(e) No new public facilities are necessary to service the intensity of use referenced in subparagraph (a) above, except as provided for in Paragraphs 24 and 25 of this Agreement.

(f) No new reservation or dedication of land is necessary for public purposes in connection with the development referenced in subparagraph (a) above.

(g) In light of the express provisions of this Agreement, no new terms, conditions, restrictions, or other requirements are necessary to assure the public health, safety, and welfare of the citizens of Coral Gables.

(h) The City finds that the development permitted by this Agreement is consistent with the comprehensive plan.

15. Comprehensive Plan Amendments.

The City agrees to process the comprehensive plan amendments (text and map) attached hereto as Composite Exhibit "C" by taking final Commission action on the amendments on or before October 29, 2010.

16. Zoning Code Amendments and Change of Zoning District Application.

The City agrees to process the zoning code amendments (text and map), attached hereto as Exhibit "D", and the change in zoning district application attached hereto as Composite Exhibit "E" by taking final Commission action on the proposed amendments and change in zoning district on or before December 31, 2010.

17. Bank United Center.

Notwithstanding any prior City restriction, regulation or approval, the City and the University agree as follows:

(a) Ordinance 2007-16_ is hereby amended to increase the authorized seating capacity of the Bank United Center to a maximum of 9,830 seats, provided however that no additional seats shall be installed until an updated Bank United Center Parking and Traffic Management Program, which includes an updated Event Management and Security Plan which reflects the additional seats, has been submitted to the City and approved by the City Manager or his designee.

(b) Alcoholic beverages may be sold at the Bank United Center:

i) at University Athletic and Academic Programs only in and restricted to the Hurricane 100 facilities and suites. For the purposes of this paragraph, "University Athletic and Academic Programs" means programs, events and extra-curricular activities commonly associated with a college education, including commencement ceremonies, student orientation, student activities, student banquets, instructional lectures, symposia, intercollegiate basketball, volleyball, and other intercollegiate sports, high school sports, practices, coaching clinics, and sports.

ii) at programs and events which are not University athletic and academic programs and events, in public spaces (including the concourse, floor, and event levels, suites and the Hurricane 100 facilities as well as temporary seating in such areas).

The City hereby amends Resolution #2003-7, attached hereto as Exhibit "F" to authorize the sale of alcoholic beverages at the Bank United Center in accordance with this subparagraph, which amendment shall become effective when the University makes the first annual payment pursuant to paragraph 25 (a) of this Agreement, provided however, that alcoholic beverages may not be served until the University has submitted and the City Manager has approved an Event Management and Security Plan.

(c) Upon the build-out of the additional seats described in paragraph (a) above as measured by the issuance of a certificate of completion, the University shall make available free of charge to Coral Gables residents \$20,000 worth of tickets each calendar year for events at the Bank United Center. Where tickets for events do not contain a face value, the University may impute a fair value to such tickets and the City is free to accept or reject such tickets. Rejection of such tickets does not relieve the University of the obligations under the provisions of this paragraph. The selection of the events shall be in the sole discretion of the University. The distribution of the tickets shall be the sole responsibility of the City and the City agrees to establish a program for the public distribution of the tickets. Each Coral Gables resident receiving a free ticket shall

furnish the City with appropriate identification to demonstrate residency together with a mailing address and email address (if available).

18. Miscellaneous Uses and Temporary Occupancies.

The City and the University agree that within the corporate limits of the City:

(a) Unless expressly approved by an amendment to this Agreement, the University's academic programs, academic uses and activities; instructional uses and activities, and student housing facilities (collectively, "University Academic Uses") shall be permitted to be established only within the boundaries of the UM Campus.

(b) Conferences, symposia, institutes and the like sponsored in whole or in part by the University shall be permitted in off-campus commercial establishments with conference facilities, meeting rooms and/or overnight accommodations, located outside of the UM Campus. The activities authorized by this subparagraph shall not exceed fourteen (14) days, unless approved by the City Manager upon a determination that the proposed activity does not constitute a University Academic Use, in the City Manager's discretion.

(c) Nothing in this paragraph shall be construed to prohibit temporary occupancy of a hotels and other overnight accommodations which are located outside the UM Campus by students awaiting dormitory assignments or participating in athletic and/or other special events, on or off campus, provided however, no such occupancy shall not exceed a single semester unless approved by the City Manager or his designee. The University agrees to provide the City with a report with regard to the students in temporary occupancy pursuant to this subparagraph no later than three (3) weeks after the start of each semester.

(d) Notwithstanding the provisions of subparagraph 18(a), occupancies to accommodate the University's Academic Uses shall be permitted on a temporary basis outside of the UM Campus during the repair, renovation, design, planning and construction, rehabilitation or redevelopment of on-campus facilities, provided that: i) the University provides written notice to the City of its establishment of the temporary occupancy including the nature of the use and the location of the facilities where the use is to be established, ii) no temporary occupancy shall be permitted in a single family zoning district except for the use of single family residences for single family purposes, iii) the zoning district in which the temporary occupancy to be established permits the class of use to be established (e.g. no office of any type in a residential zoning district); and iv) the temporary occupancy does not exceed three (3) years, unless an additional term is

requested for good cause shown and approved by administrative order of the City Manager in the discretion of the City Manager.

(e) Nothing in this paragraph shall be construed to prohibit UM students from participating in community-based charitable, clinical and social service projects and programs outside of the UM Campus. To illustrate the intention of this paragraph 18(d), students of the University from time to time provide and participate in providing legal aid assistance, clinical and social work type counseling, charitable, and like missions and services throughout the community including the City. Nothing within this paragraph 18 should be construed to limit or prohibit UM students from participating in these types of activities. Nothing in this Agreement shall be construed to allow the University to establish University Academic Uses outside of the UM Campus.

(f) Nothing within this Agreement should be construed to affect or determine, in any way, the University's right to own or use land or buildings which are located outside of the UM Campus and not expressly addressed herein. Nothing in this Agreement is intended to be, nor shall be construed to be, a waiver, release, compromise, abandonment, or precedent by the City or the University with regard to uses outside of the UM Campus.

19. Internal Road and Access.

Ordinance #2007-16, previously recorded on October 3, 2007 in the public records at OR Book 25968, Pages 4593-4609 UMCAD 2006, and the concurrent Declaration of Covenants and Restrictions are hereby amended to extend the deadline:

(a) for submitting construction plans for the entire Internal Road to:

- i. December 31, 2015, or
- ii. the issuance of a building permit for any 2006 UMCAD amendments located north of Lake Osceola, or
- iii. the issuance of a building permit for UMCAD 2006 Amendment H4, whichever occurs first;

(b) for the completion of the construction of the closure/relocation/consolidation of access drives and the realignment of the existing Miller Road to south of the arboretum to:

- i. December 31, 2015, or
- ii. City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H21, whichever occurs first;

- (c) for the completion of the Internal Road to:
 - i. December 31, 2017, or
 - ii. City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H4, whichever occurs first

20. Mobility Plan.

(a) The University shall submit for and review and approval by the City Manager a Mobility Plan on or before June 1, 2011. The Mobility Plan shall be consistent with the Mobility Element of the City's Comprehensive Plan and shall identify specific programs to promote the use of alternative modes of transportation other than the single occupant automobile including walking, bicycles, intra-campus shuttles, transit, van pools, car pools, parking management strategies and programs designed to reduce external trips and shorten trips lengths wherever possible. The Mobility Plan shall provide for management programs for on-campus parking. The Mobility Plan shall establish measurable targets for various modes of travel and identify sources and means for achieving those targets. The University agrees to implement the approved Mobility Plan as soon as practicable after the approval of the Plan by the City and throughout the term of this Agreement. The University may propose amendments to the Mobility Plan from time to time, subject to review and approval by the City Manager, or his designee.

(b) The University agrees to prepare an annual report on the University's progress with regard to the implementation of the Mobility Plan with specific references to the measurable targets for various modes of travel.

21. Conveyance of Internal Streets and Waterways.

The City recognizes that the UM Campus includes certain waterways and streets which are uniquely internal to the University and which are shown with greater particularity on Exhibits "G" (the "Streets") and "H" (the "Waterways"). As such, these Streets and Waterways are not readily utilized by the City's residents for any significant public purpose, these Streets and Waterways do not further any component of the City's roadway network, and they do not contribute to any public benefit or convenience. The University has historically maintained the subject Streets and Waterways.

(a) The University shall submit all applications and documents required for final action with the appropriate City boards for the vacation of the Streets.

(b) The City agrees to convey title to the internal streets and waterways described in Exhibits "G" and "H", subject to:

i. a perpetual easement of access for law enforcement, fire and life safety, code enforcement and any and all other municipal purposes; and

ii. a perpetual easement in favor of the City for the purposes of owning, maintaining and operating sixty (60) metered parking spaces which are located on and are a part of the internal roads which are more particularly described in Exhibit "I" attached to this Agreement; provided however, at any time after December 31, 2011 during which the amount of annual net revenue generated by the existing meters will be established, the University may relocate the sixty (60) metered parking spaces to other locations on roads within the UM Campus. The relocation of the metered parking spaces shall be subject to a determination by the City Manager, in the City Manager's discretion, that the relocated parking spaces will generate revenue equal to or greater than the revenues generated by the meters at the original location. In the event that the parking meters are relocated, the City and the University agree that if after one (1) year of operations, the annual revenue from the parking meters is less than the annual revenue from the original sixty (60) meters, the University shall install additional parking meters to increase the annual revenue to the revenue generated by the original meters. The location of the additional metered parking spaces shall be subject to a determination by the City Manager, in the City Manager's discretion, that the additionally located parking spaces will generate sufficient revenue to be greater than the revenues generated by the meters at the original location. The City and the University agree that the parking rates to be charged for the metered parking spaces shall be as established by the City Commission from time to time. The perpetual easement for the metered parking spaces may be released at any time if the University and City agree to a buyout of the metered parking spaces for the net present value of the revenue generated by the original meters.

22. Re-Conveyance of Fire Station Property.

The City is the owner of the property legally described on Exhibit "J" to this Agreement, which was acquired from the University for the purpose of constructing a fire station (the "Fire Station Site"). The Fire Station Site is no longer used for fire station purposes.

(a) Within 60 days of the Execution Date of this Agreement, the City shall commence the process to re-convey the Fire Station Site with clean and marketable title free of all liens and encumbrances.

(b) The University shall pay all reasonable and customary closing costs and expenses associated with the Fire Station re-conveyance transaction. The closing shall occur no later than December 31, 2010, unless extended by the mutual agreement of the parties.

(c) The City shall deliver the property at closing free of all City or other personal property that may be located thereon.

(d) Upon the re-conveyance, the parties agree that the Fire Station Site will be included as part of the UM Campus, as defined in this Agreement, and, subject to the terms of this Agreement, and any applicable City regulations, the Fire Station Site may be developed and used by the University in accordance with the applicable regulations.

23. Encroachments.

The City and the University agree to undertake a study of all University improvements on the UM Campus to determine whether any of the University's improvements and or buildings encroach on City property including rights of way. The study shall be prepared by the University and submitted to the City for review and acceptance. The City and the University agree that in the event the study identifies any encroachments, the University shall have the option of removing or not removing any such encroachments, provided that for any encroachment which the University determines not to remove, the City agrees to grant and the University agrees to accept, an easement of use to maintain such existing improvements which encroach on City property including rights of way. The University agrees that it will indemnify, defend and hold the City harmless from and against any and all loss, expense damage and liability resulting from the claims arising out of or resulting from the encroachments as provided for in this Paragraph. The City and the University agree that upon completion of the study and the grant of easements of use, the University shall prepare a sketch of the University Campus updated to reflect all existing easements encroachments, or any encumbrances identified pursuant to this Paragraph. The City and the University agree that the sketch of the University Campus shall be completed on or before the second anniversary of the Effective Date of this Agreement.

24. Use of Name, Logo, Trademark

The parties each agree to seek from the other the prior written approval of all advertising and/or marketing materials whether intended for print or electronic distribution which contains the name, logo, trademark, likeness or other similar identifier when promoting any of the events identified in this Agreement. The approval required by this paragraph for the City and the University shall be given promptly by the designated representative of each party and shall not be unreasonably withheld.

25. Consideration and Mitigation.

The City and the University agree that:

(a) In consideration for the terms and conditions of this agreement, the University shall make annual payments to the City pursuant to the payment schedule attached as Exhibit "K" commencing on December 1, 2010. Provided that the City has satisfied the approval obligations of subparagraphs (i), (ii) and (vii) and the City fails to complete any of the approval obligations set out in this subparagraph on or before December 1, 2010, the first annual payment shall be paid to an agreed upon escrow agent paid by the University to be held in an escrow account for the benefit of the City, which escrow, plus any interest earned, shall be released to the City upon the completion of the last of the following approval obligations:

- i. final action approving the Zoning Code amendments attached as Exhibit "D";
- ii. final action approving the Comprehensive Plan amendments attached as Exhibit "C";
- iii. final action approving the sale of alcohol at the Bank United Center and approval of an increase in the maximum permitted number of seats in accordance with the provision Paragraph 17;
- iv. final action vacating the internal roads in accordance with Exhibit "G" attached hereto, provided however, that in the event that the University fails to submit an application, together with a survey of the roads to be vacated on or before September 15, 2010, the vacation of the roads shall not be an approval obligation;
- v. final action conveying the Fire Station Property to the University in accordance with Exhibit "J";

- vi. final action conveying the internal waterways to the University in accordance with Exhibit "H"; and
- vii. final action granting a development order amending the campus Master Plan to authorize and approve the Health Center as a permitted use within the University Multi-use Area.

In all succeeding years, the annual payments shall be due on December 1 of each year.

(b) The payments in consideration for the conveyance of internal streets and waterways provided for in Paragraph 21 and the re-conveyance of the Fire Property in Paragraph 22 and as mitigation for the uses and intensities of use authorized in Paragraph 14, which payments are in addition to the University's obligations under UMCAD 2006, Ordinance 2007-16. The University agrees that the payments provided for in this Paragraph do not entitle the University to a credit of any kind against the obligations of UMCAD 2006, Ordinance 2007-16 or against conditions of approval for any future modifications, changes or amendments to the Campus Master Plan.

(c) The Campus Master Plan as amended by UMCAD 2006, Ordinance 2007-16 (and by this Agreement) shall remain in full force and effect and shall be deemed for all purposes to be the approved and adopted Campus Master Plan ("Campus Master Plan") if and when the City adopts the University Campus zoning district ("Zoning District Code") in accordance with the draft attached hereto as Exhibit D. Future Regional Traffic Studies shall be conducted pursuant to the methodology developed for the 2007 Regional Traffic Study and Concurrency which is attached hereto as Exhibit "L".

(d) All rights, obligations, conditions of approval and mitigation obligations imposed in connection with the adoption of Ordinance 2007-16 shall remain in full force and effect unless modified by future City action, or performed (or satisfied) by the University.

(e) If and when the City adopts the University Campus District in accordance with the form of the draft attached hereto as Exhibit D, changes and amendments to the Campus Master Plan shall be governed by the UCD Zoning District.

(f) If and when a change or amendment to the Campus Master Plan is approved at the request of the University, the City may impose reasonable conditions of approval to mitigate the net new traffic impacts caused by the change or amendment at the time of issuance of a building permit.

(g) The University agrees to reimburse the City for the reasonable cost of any professional consultants, including planners, economists, engineers, public safety/security experts and attorneys required by the City with regard to any request, application, report or other submission by the University in the

implementation of this Agreement and all actions related thereto, including any amendments to the Campus Master Plan or this Agreement; and in the defense of any challenge by a party other than the University to this Agreement or any City action taken pursuant to this Agreement. The City agrees that it will comply with its procurement code and regulations. Furthermore, the City agrees to require a Favored Nations Clause from such consultants to the effect that prices charged the City shall not exceed the prices charged to other clients for the same or substantially similar and comparable items or services under similar circumstances and conditions. The City agrees to give the University prompt notice that the City has engaged a professional consultant other than an attorney. In addition, the City agrees to require that all consultants provide the City with monthly bills, which the City agrees to review and approve and to promptly forward to the University. The City agrees, prior to authorizing any legal services to be reimbursed pursuant to this subparagraph, to provide the University with a budget for such services for review and approval, which approval shall not be unreasonably withheld. In the event the scope or cost of the required legal services is to be modified, the City agrees to submit a revised budget to the University. The University and the City agree that the provisions of this subparagraph shall not serve to prevent the continued reimbursement of the City's present consultants through and until December 1, 2010.

26. Impact Fees, Special Assessments and Other Municipal Fees.

Nothing in this Agreement shall relieve the University from the obligation to pay any impact fees, special assessments, building permit fees, user fees or other municipal fees, charges or taxes which are generally applicable to any other development, property and/or use in the City. The City expressly recognizes the rights of the University, like any other property owner, to challenge the adoption of a new impact fee or the application of an existing fee to it, or to otherwise seek relief from said fee or assessment in accordance with law. The University acknowledges the right of the City to challenge any tax exemption for improvements in the University Multi-Use Area.

27. Failure of the University to Timely Submit an Application or Information

In the event that any City obligation requires the University to submit an application or information, the failure of the University to timely submit any required application, request or information shall toll the date of the City's performance until [sixty (60) days] after receipt of such application or information.

28. Conflicts and Amendment of Prior Ordinances and Agreements

(a) In the event of conflicts between the terms of this Agreement, a previously imposed condition of development approval, and/or the City's Zoning Code, the provisions of this Agreement shall control.

(b) With respect to the development approvals sought herein, with the adoption of an Ordinance approving this Agreement, the following Ordinances and Resolutions are hereby amended according to the provisions of this Agreement:

- (i) Ordinance No. 2964 through UMCAD approvals Ordinance No. 2007-16;
- (ii) Resolution No. 2003-7; and
- (iii) Ordinance No. 2007-16.
- (iv) Declaration of Covenants recorded on October 3, 2007, at OR Book 25968 Pages 4593-4609.

(c) Nothing in this Agreement shall be construed to abrogate or otherwise affect any existing agreements between the City and the University or to limit in any way the application of any existing regulations of the City to the University unless such agreements or regulations are expressly modified or pre-empted by the provisions of this Agreement.

29. Existing UMCAD Obligations.

Except as expressly set forth in this Agreement, nothing in this Agreement shall abrogate or otherwise eliminate any approval previously granted or any obligation previously imposed on the development and use of the UM Campus under the existing UMCAD zoning, unless expressly provided for in this Agreement or approved after a duly noticed public hearing by the City Commission of the City of Coral Gables pursuant to the provisions of the City's Zoning Code and the requirements of the Florida Statutes.

30. Amendments.

This Agreement may be amended by the mutual consent of the City and University, subject to compliance with the procedural requirements for the initial approval of this Agreement pursuant to the Florida Local Government Development Agreement Act, section 163.3220-163.3243, Fla. Stat. (2009) ("Act") and pursuant to the provisions of Division 19 of the Zoning Code of the City of Coral Gables, or any subsequent laws or ordinances

31. Applicable Laws and Construction.

The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the City and the University, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by the City or the University, but by all equally.

32. Venue and Jurisdiction.

(a) For purposes of any suit, action, or other proceeding arising out of or relating to this Agreement, the Parties hereto do acknowledge, consent, and agree that venue therefore is Miami-Dade County, Florida.

(b) Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the 11th Judicial Circuit in and for Miami-Dade County, Florida. Each party irrevocably consents to the personal jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

33. Estoppel Certificates.

The University and the City shall at any time and from time to time, upon not less than thirty (30) days prior notice by another party hereto, execute, acknowledge and deliver to the other party, a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that the said Agreement as modified is in full force and effect and setting forth a notation or a full copy of such modifications), and that to the knowledge of such party, neither it nor any other party is then in default hereof (or if another party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in University Property, if any, of any party to this Agreement.

34. Complete Agreement; Amendments.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof with respect to

the matters expressly set forth herein, and supersedes and controls any and all prior agreements, understandings, representations, correspondence and statements, whether written or oral. The rule of contract interpretation known as *expressio unius est exclusio alterius* shall not be applied when interpreting this Agreement to address matters not expressly identified within this Agreement.

(b) Any provision of this Agreement shall be read and applied in *pari materia* with all other provisions hereof.

(c) This Agreement cannot be changed or revised except by written amendment signed by both Parties hereto or otherwise permitted herein.

35. Captions.

The article and section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

36. Holidays.

It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next following business day.

37. Exhibits.

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement and incorporated herein.

38. Public Purpose.

The University and the City acknowledge and agree that this Agreement satisfies, fulfills and is pursuant to and for a public and municipal purpose and is in the public interest, and is a proper exercise of the City's power and authority.

39. No General Obligation.

In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City, the lending of credit, or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws.

40. Approvals Not Unreasonably Withheld.

The University and the City represent that it is their respective intent as of the Effective Date and do covenant and agree in the future that all approvals, consents, and reviews will be undertaken and completed as expeditiously as possible, in good faith, and will not be arbitrarily or unreasonably withheld, unless otherwise expressly authorized by the terms of this Agreement. This paragraph relates solely to the legislative, ministerial or administrative approvals or actions of the City and does not relate to any quasi-judicial approval or action.

41. Preservation of Rights.

The University and the City further acknowledge and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their government capacities, to consider governmental action as set forth herein. The University and the City acknowledge and agree that all such actions undertaken by the City shall be undertaken in strict accordance with established requirements of the general laws of the State of Florida and City ordinances or regulations. Nothing in this Agreement or in the University's and the City's acts or omissions in connection herewith shall be deemed in any manner to waive, limit, impair, or otherwise affect the authority of the City in the discharge of its police or governmental power expressly including the land use and zoning power.

42. Technical Amendments; Survey Corrections.

In the event that due to minor inaccuracies contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, or due to changes resulting from technical matters arising during the term of this Agreement, the University and the City agree that amendments to this Agreement required due to such inaccuracies, unforeseen events or circumstances which do not change the substance of this Agreement may be made and incorporated herein. The City Manager is authorized to approve such technical amendments on behalf of the City, and is authorized to execute any required instruments, to make and

incorporate such amendment to this Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

43. Notices.

All notices given hereunder shall be made in writing and either (i) deposited in the United States Mail, certified, return receipt requested, with sufficient postage pre-paid thereon to carry them to their addressed destinations, or (ii) delivered by courier or messenger service, and the notices shall be addressed as follows:

For the City:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

With a copy to:

City Attorney
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

For the University:

Senior Vice President for Business and
Finance and Chief Financial Officer
Ashe Building Suite 230
1252 Memorial Drive
Coral Gables, Florida 33146

With a copy to:

Vice President, Secretary and General
Counsel
1320 South Dixie Highway, Suite 1250
Coral Gables, Florida 33136

Mailing of written notice by the City of Coral Gables to the University by means of U.S. Postal Service shall constitute prima facie evidence of delivery. Either party may change the person or address for notices by notice in writing to the other party as hereinabove provided.

44. Default and Enforcement.

(a) **Default.** The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Agreement.

(i) University Monetary Obligation. The University's failure to pay any amount due on the date required under this Agreement ("Event of Monetary Default").

(ii) University Non-Monetary Compliance Obligation. The University's failure to comply with a non-monetary obligation pursuant to this Agreement ("Event of Non-Monetary Compliance").

(iii) City Approval Obligation.

a. The City's failure to take final action approving the amendments to the Comprehensive Plan and Zoning Code in substantial compliance with the applications attached as Exhibits "C" and "D", respectively by October 29, 2010 and December 1, 2010.

b. The City's failure to take final action in vacating and conveying real property in substantial compliance with Exhibits "G" by December 31, 2010.

c. The City's imposition of any material condition to an approval, conveyance or similar action that materially frustrates the ability to use and develop the University Campus in accordance with the uses and intensities described in paragraph 14 above.

d. The City's failure to take final action granting a development order of approval for the development of the Health Center within the Multi-Use Area on or before December 1, 2010.

(iv) City Compliance Obligation. The City's failure to comply with an obligation under this Agreement that does not involve a City Approval Obligation.

(b) **Notice.** Written Notice of Default shall be given in the manner provided for in paragraph 43 of this Agreement.

(c) **Event of Monetary Default.** If and when the City Manager or his designee determines pursuant to the terms of this Agreement that an Event of Monetary Default has occurred, the City Manager or his designee shall provide the University with written notice of the Event of Monetary Default, the University shall have fifteen (15) days after receipt of the written notice to cure such default. The University may cure the Event of Monetary Default by making full payment within fifteen days of the amount due and owing plus interest in the amount of 1 ½ percent per month (not to exceed the maximum allowed by law) of the past due amount from the date due until the date paid. If at the time the University makes such payment, the University takes the position that the City is in default as to an obligation(s) of this Agreement and the City disagrees, the University agrees to make the disputed payment, but may do so under protest, reserving all of its right to seek administrative or judicial relief with regard to the City's compliance with the obligations at issue. The payment under protest shall constitute a cure of the Event of Monetary Default. The payment under protest shall not serve to waive, abandon, compromise, or create an estoppel with respect to the merits of the potential dispute.

(d) **Acceleration.** If the University fails to cure an Event of Monetary Default within fifteen (15) days after the University receives written notice from the City, the City may, at its sole discretion, give Notice to the University in accordance with the provisions of paragraph 43 and all future payments under this Agreement shall thereby be accelerated and shall become immediately due and owing, together with interest thereon at the rate set forth in subparagraph (c) above.

(e) **Event of Default by City.** In the Event of Default by the City with regard to an approval obligation, the University shall give the City written notice of default. The City shall have fifteen (15) days after receipt of written notice of default, together with the required period of notice for City action on the required approval, to cure said Event of Default. If the City fails to cure the Event of Default, then the University's obligation to pay the mitigation provided for in this Agreement shall be suspended until the default is cured then the mitigation shall become due and owing.

(f) **Event of Non-Monetary Default by University.** In the Event of Default by the University with respect to its non-monetary obligations, the City shall give the University written notice of the Event of Default. The University shall have fifteen (15) days after receipt of written notice to cure the Event of Default. If the University is unable to cure the Event of Default within fifteen (15) days, the University shall submit a plan and a timeline for implementing the cure ("Cure Plan"). If the Cure Plan and timeline are

acceptable to the City, the University shall implement the Cure Plan according to its terms in a timely fashion.

(g) **Enforcement.** Either party may file an action for declaratory or injunctive relief in the Circuit Court of Miami-Dade County to enforce the terms of this Agreement. The parties acknowledge that any failure to comply with the non-monetary obligations of this Agreement may result in irreparable injury, not compensable by monetary damages, and accordingly, each party hereby consents to the entry of injunctive relief against it in the event of such failure; the enforcement provisions of this sub paragraph shall be in addition to any other remedies available at law or equity or both. In the event the City or the University is required to seek enforcement of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such action, including reasonable attorney's fees.

45. Audited Financial Statements.

The University shall make available to the City for inspection a copy of its most recent audited financial statements within thirty (30) days after a written request from the City.

46. Recording of Agreement and Submission to the Department of Community Affairs.

The City shall, within fourteen (14) days of the approval of this Agreement, record the Agreement with the Clerk of the Court of Miami-Dade County. Within fourteen (14) days after the Agreement is recorded, the City shall submit the Agreement to the Department of Community Affairs.

47. Successors in Interest.

The obligations and benefits of this Agreement shall inure to all successors in interests to the parties to this Agreement.

48. Effective Date.

This Agreement shall become effective: (i) when it is signed by the authorized agent of each party; and (ii) it is approved by the City in accordance with applicable law.

49. Annual Review.

The University shall submit an annual report documenting the University's compliance with the requirements of this Agreement at least thirty (30) days prior to the anniversary of the Effective Date of the Agreement. The City Manager or his designee shall review the annual report submitted by the University and prepare a written report which shall be presented to the City Commission at a duly noticed public meeting for review and approval. After the annual review is approved by the Commission, the report shall be submitted to the Department of Community Affairs.

50. Force Majeure.

In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of God, strikes and/or lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental authorities, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, riots, epidemics, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, fire or other casualty, condemnation, earthquake, civil commotion, explosion, breakage or accident to equipment or machinery, any interruption of utilities, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, accident, repairs or other matter or condition beyond the reasonable control of either party (collectively called "Force Majeure", financial inability to perform hereby expressly excluded) such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided that the party relying upon the provisions of this paragraph shall give the other party written notice of such reliance and upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

51. No Third Party Beneficiaries.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators, executors, other legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person's legal standing or any right of subrogation or action over or against any party to this Agreement.

52. Relationship of the Parties.

The parties hereto acknowledge that they are separate and independent entities and nothing contained herein shall be deemed to create a joint venture, association, partnership, agency or employment relationship between the two. Neither party shall have the power to act in the name of, on behalf of, or incur obligations binding upon the other party. Neither party shall acquire an interest in the business or operations of the other by virtue of this Agreement. Furthermore, neither party endorses or warrants the activities of the other or their business, business practices, projects, products, services or other activities.

53. Time is of the Essence.

Time is of the essence for each and every provision of this Agreement.

54. Further Assurances.

The parties agree to execute and deliver from time to time such documents, and to perform all actions which may be necessary to effectively and completely carry out the intended effect of this Agreement including but not limited to defending the Agreement from legal or administrative challenge. On this point, the University agrees to cooperate with and fund the costs of defending any challenge to this Agreement by any third parties, including reasonable attorney's fees and costs incurred by the City for independent outside counsel if necessary.

55. Construction.

The language used in this Agreement will be deemed to be the language chosen by all of the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

56. Approvals.

(a) The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the University of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) It is anticipated that local development permits and approvals will be necessary: (i) Development Review Committee for the alignment, re-alignment, or replat of properties or rights-of-ways; (ii) Board of Architects as required by the Zoning Code; (iii) Planning and Zoning Board as required by the Zoning Code; (iv) City Commission as required by the Zoning Code.

(c) In addition, it is anticipated that additional local permits will be necessary during the term of this Agreement as are normal and customary for land development, including building permits, wastewater collection system permits, roadway improvement permits, tree removal permits, water distribution permits, and surface water management permits.

{Balance of Page Intentionally Left Blank}

IN WITNESS THEREOF, the Parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first written above.

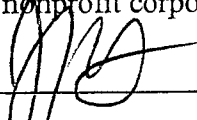
Signed, sealed and delivered in the presence of:

Witness



Print Name: Alan Horvath

UNIVERSITY OF MIAMI,
a Florida nonprofit corporation

By: 

Its: SR VP OF BUSINESS & FINANCE

Witness



Print Name: CHARLES L. SIMON

CITY OF CORAL GABLES, FLORIDA

By: Patrick Salerno

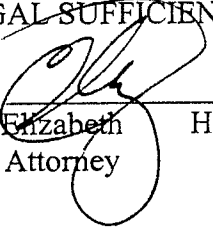
Its: City Manager

Approved by the City Commission on
9/28, 2010, with the adoption of
Ordinance No. 2010-31.

ATTEST


City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

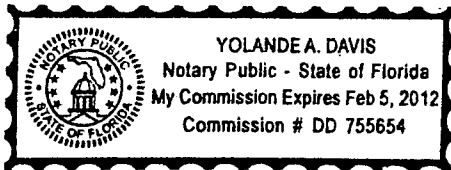
BY: 
Elizabeth Hernandez, City
Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28th day of September, 2010, by Joseph Naboli, the Se. Vice President of the **University of Miami**, a **Florida nonprofit corporation**, who is personally known to me, or who has produced Driver license as identification who did/ not take an oath.

Notary Seal



Yolande A. Davis
Notary Public, State of Florida

Print Name: Yolande A. Davis

Date: September 28, 2010

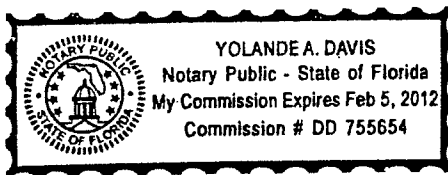
My Commission Expires: Feb. 5, 2012

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28th day of September, 2010, by Patrick Salerno, the City Manager of the **City of Coral Gables**, who is personally known to me, or who has produced as identification who did/ not take an oath.

Notary Seal



Yolande A. Davis
Notary Public, State of Florida

Print Name: YOLANDE A. DAVIS

Date: September 28, 2010

My Commission Expires: Feb. 5, 2012

EXHIBITS

Exhibit A:	Legal Description of the UM Campus
Exhibit B:	Ordinance No. 2007-16 and accompanying (2006 UMCAD); and concurrent Declaration of Restrictive Covenants
Exhibit C:	Proposed Comprehensive Plan Amendments
Exhibit D:	Proposed University Campus Zoning District (UCD)
Exhibit E:	Properties Proposed to be Rezoned to University of Miami Campus District (UCD)
Exhibit F:	Resolution #2003-7, as modified
Exhibit G:	Streets to be Vacated
Exhibit H:	Waterways to be Deeded
Exhibit I:	Parking Meter Map
Exhibit J:	Fire Station Site
Exhibit K:	Payment Schedule
Exhibit L:	2007 Regional Traffic Study and Concurrency

STATE OF FLORIDA, COUNTY OF DADE
 I HEREBY CERTIFY that this is a true copy of the
 original filed in this office on Sept. 28 day of 2010
 A.D. 20
 WITNESS my hand and Official Seal.
 HARVEY RUVIN, CLERK, of Circuit and County Courts
 By [Signature] D.C.



Appendix 3

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-29

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES AMENDING THE CITY OF CORAL GABLES COMPREHENSIVE PLAN PURSUANT TO LARGE SCALE AMENDMENT PROCEDURES SUBJECT TO SS. 163.3187, FLORIDA STATUTES, FOR THE FOLLOWING COMPREHENSIVE PLAN TEXT AND COMPREHENSIVE PLAN MAP AMENDMENTS FOR THE UNIVERSITY OF MIAMI, CITY OF CORAL GABLES CAMPUS, GENERALLY BOUNDED BY PONCE DE LEON BOULEVARD, RED ROAD (SW 57TH AVENUE), MATARO AVENUE, SAN AMARO DRIVE, CAMPO SANO DRIVE, PISANO AVENUE AND CARILLO STREET, CORAL GABLES, FLORIDA (DEPICTED GRAPHICALLY HEREIN); AND PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE; AS FOLLOWS:

- A. AMENDMENT TO COMPREHENSIVE PLAN POLICY FLU-1.1.6, TABLE FLU-5, ENTITLED "OTHER LAND USES", BY RE-NAMING "UNIVERSITY" LAND USE TO "UNIVERSITY CAMPUS" LAND USE, AND ADDING THE "UNIVERSITY CAMPUS MULTI-USE AREA".
- B. AMENDMENT TO COMPREHENSIVE PLAN POLICY FLU-1.1.6, TABLE FLU-5, ENTITLED "OTHER LAND USES", BY INCREASING THE MAXIMUM FLOOR AREA RATIO (FAR) FOR "UNIVERSITY" LAND USE FROM 0.5 FAR TO 0.7 FAR.
- C. AMENDMENT TO THE FUTURE LAND USE MAP TO CHANGE THE LAND USE DESIGNATION OF UNIVERSITY OWNED PROPERTIES LOCATED ON BLOCK 192, RIVIERA SECTION PART 14 FROM "COMMERCIAL USE, LOW-RISE INTENSITY" TO "UNIVERSITY CAMPUS" LAND USE.
- D. AMENDMENT TO COMPREHENSIVE PLAN POLICY MOB-2.2.1, TO INCLUDE THE UNIVERSITY OF MIAMI CAMPUS AND SEVERAL CONTIGUOUS PROPERTIES OUTSIDE THE CAMPUS IN THE GEOGRAPHIC DESCRIPTION OF THE GABLES REDEVELOPMENT AND INFILL DISTRICT (GRID) ALSO KNOWN AS A TRANSPORTATION CONCURRENCY EXEMPTION AREA (TCEA), INCLUDING THE AREA BOUNDED BY PONCE DE LEON BOULEVARD, RED ROAD (SW 57TH AVENUE), MATARO AVENUE, SAN AMARO DRIVE, CAMPO SANO DRIVE, PISANO AVENUE AND CARILLO STREET.
- E. AMENDMENT TO COMPREHENSIVE PLAN MOB-2 MAP, TO GRAPHICALLY INCLUDE THE UNIVERSITY OF MIAMI CAMPUS AND SEVERAL CONTIGUOUS PROPERTIES OUTSIDE OF THE CAMPUS INTO THE GABLES REDEVELOPMENT AND INFILL DISTRICT (GRID) ALSO KNOWN AS A TRANSPORTATION CONCURRENCY EXEMPTION AREA (TCEA).

- F. AMENDMENT TO THE FUTURE LAND USE MAP TO DESIGNATE AND GRAPHICALLY LOCATE PROPOSED "UNIVERSITY CAMPUS MULTI-USE AREA" ALONG PONCE DE LEON BOULEVARD, APPROXIMATELY BOUNDED BY STANFORD DRIVE, WALSH AVENUE AND THE UNIVERSITY (MAHI) WATERWAY CANAL.

WHEREAS, the City of Coral Gables, pursuant to Florida Statutes and the City of Coral Gables Zoning Code, has designated the Planning and Zoning Board as the Local Planning Agency; and

WHEREAS, to promote public outreach and participation in the public hearing process, the City has provided the following notice: 1) required advertising per State Statutes; 2) courtesy notification mailing of all property owners of record within one-thousand five-hundred (1,500) feet of the property, which is in excess of the identified one-thousand (1,000) feet courtesy notice provided for in the City's Zoning Code; 3) posting of the property with abundant signage identifying the public hearing opportunity; 4) City web page posting of the public hearing agendas; and 5) electronic mailing to interested parties; and

WHEREAS, to provide ample and effective opportunities for public participation in the City of Coral Gables governance and decision making process pursuant to the City's administrative procedures and Comprehensive Plan Goals, Objectives and Policies of the "Governance Element", the City requires the applicant to conduct a neighborhood meeting or meetings in advance of public hearings to disseminate information of the application and allow neighborhood and interested party input; and

WHEREAS, the applicant, the University of Miami has provided courtesy notification mailing to all property owners of record within one thousand five-hundred (1,500) feet of the property and conducted a neighborhood meeting on June 16, 2010 to disseminate information of the application and allow neighborhood and interested party input; and

WHEREAS, the application, legal description, ordinances, mapping, legal advertising, notices, public comments and all other supporting documentation was available for inspection and review at the City of Coral Gables Planning Department and City Clerk's office; and

WHEREAS, in advance of public hearing consideration, the City's staff analysis, recommendation and Findings of Fact are available for inspection at City of Coral Gables Planning Department and City Clerk's office and available on the City's Web page at www.coralgables.com for easy retrieval; and

WHEREAS, a public hearing was held before the Local Planning Agency (Planning and Zoning Board) of the City of Coral Gables on June 24, 2010, at which hearing all interested persons were afforded the opportunity to be heard; and

WHEREAS, at a public hearing held on June 24, 2010, the Local Planning Agency (Planning and Zoning Board) recommended the following:

1. Approval (5 – 1 vote) of the transmittal of all proposed comprehensive plan amendments A - F (as referenced in the Ordinance title) for the University of Miami, City of Coral Gables Campus to the Department of Community Affairs for review pursuant to section 163.3187, Fla, Stat. (2010). However, the Board recommended denial of amendments D and E (extension of the GRID for the University campus).
2. Approval (6 – 0 vote) of that in the event that the City Commission supports the proposed comprehensive plan amendments, that such approval be made subject to the approval of a Development Agreement between the City and the University providing for the future growth and development of the University and subject to appropriate mitigation of any potential adverse impacts to the City and its residents.
3. Approval (5 - 1 vote) that these recommendations are in furtherance of the Comprehensive Plan (CP) Goals, Objectives and Policies and the Zoning Code provisions and is subject to adhering to all plans, exhibits and descriptions submitted by the applicant; and

WHEREAS, the City Commission held a public hearing on June 30, 2010, at which hearing all interested persons were afforded an opportunity to be heard and the City Commission voted to transmit (vote: 4-0) the Comprehensive Plan amendments to the Department of Community Affairs for review; and

WHEREAS, amendments to the Comprehensive Plan Future Land Use Map and Text are considered as a large scale amendment, therefore, as required by State Statutes, are required to be transmitted to the Department of Community Affairs (DCA), South Florida Regional Planning Council (SFRPC) and other review agencies for review prior to consideration by the City Commission on second reading; and

WHEREAS, the City has provided a Comprehensive Plan Citizen Courtesy Information List as a part of the public record at the public hearings to allow interested parties the opportunity to receive information concerning the date of publication of the Notice of Intent by the DCA; and

WHEREAS, the Planning Department on June 30, 2010 transmitted the amendment to the DCA, SFRPC and other review agencies for review; and

WHEREAS, South Florida Regional Planning Council (SFRPC) on August 2, 2010 found the amendment “to be generally consistent with the Strategic Regional Policy Plan for South Florida”; and

WHEREAS, the Department of Environmental Protection, Department of Transportation, Department of State, South Florida Water Management District and Miami-Dade County reviewed the amendments and raised no objections; and

WHEREAS, the DCA on September 3, 2010 issued its Objections, Recommendations and Comments (ORC) report and found “No objections;”

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL OF GABLES:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That the request amending the City of Coral Gables Comprehensive Plan pursuant to large scale amendment procedures subject to ss. 163.3187, Florida Statutes, for the below listed Comprehensive Plan text and Comprehensive Plan Map amendments for the University of Miami, City of Coral Gables Campus, generally bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street, Coral Gables, Florida; and providing for severability, repealer, codification, and an effective date; is hereby approved by the City Commission on Second/Final Reading on September 28, 2010:

- A. Amendment to Comprehensive Plan Policy FLU-1.1.6, Table FLU-5, entitled "Other Land Uses", by re-naming "University" land use to "University Campus" land use, and adding the "University Campus Multi-Use Area".
- B. Amendment to Comprehensive Plan Policy FLU-1.1.6, Table FLU-5, entitled "Other Land Uses", by increasing the maximum Floor Area Ratio (FAR) for "University" land use from 0.5 FAR to 0.7 FAR.
- C. Amendment to the Future Land Use Map to change the land use designation of University owned properties located on Block 192, Riviera Section Part 14 from "Commercial Use, Low-Rise Intensity" to "University Campus" land use.
- D. Amendment to Comprehensive Plan Policy MOB-2.2.1, to include the University of Miami campus and several contiguous properties outside the campus in the geographic description of the Gables Redevelopment and Infill District (GRID) also known as a Transportation Concurrency Exemption Area (TCEA), including the area bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street.
- E. Amendment to Comprehensive Plan MOB-2 Map, to graphically include the University of Miami campus and several contiguous properties outside of the campus into the Gables Redevelopment and Infill District (GRID) also known as a Transportation Concurrency Exemption Area (TCEA).
- F. Amendment to the Future Land Use Map to designate and graphically locate proposed "University Campus Multi-Use Area" along Ponce de Leon Boulevard, approximately bounded by Stanford Drive, Walsh Avenue and the University (Mahi) Waterway Canal.

Legal descriptions and mapping on file within the Planning Department and City Clerk's Office.

SECTION 3. All rights, actions, proceedings and Contracts of the City, including the City Commissioners, the City Manager, or any of its departments, boards or officers undertaken pursuant to the existing code provisions, shall be enforced, continued, or completed, in all respects, as though begun or executed hereunder.

SECTION 4. All ordinances or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.

SECTION 5. If any section, part of session, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 6. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of the City of Coral Gables, Florida, as amended, which provisions may be renumbered or re-lettered and that the word ordinance be changed to "section", "article", or other appropriate word to accomplish such intention.

SECTION 7. This Ordinance shall become effective upon the date the Development Agreement between the University of Miami and the City of Coral Gables becomes effective or November 1, 2010 whichever occurs first.

PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER, A.D.,
2010.

(Moved: Anderson / Seconded: Kerdyk)
(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)
(Unanimous: 5-0 Vote)
(Agenda Item: E-4)

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



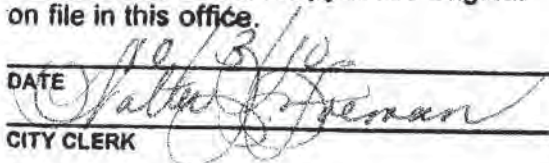
WALTER J. FOEMAN
CITY CLERK

STATE OF FLORIDA • COUNTY OF MIAMI DADE

I, HEREBY CERTIFY that the foregoing
(Pages 1 - 5, inclusive)
is a true and correct copy of the original
on file in this office.

DATE

CITY CLERK

9/28/10


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


for ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Appendix 4

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-34

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES, FLORIDA FOR AN AMENDMENT TO THE ZONING CODE, ARTICLE 4, DIVISION 2, SECTION 4-202, UNIVERSITY OF MIAMI CAMPUS AREA DEVELOPMENT (UMCAD), BY CREATING NEW USE AND DEVELOPMENT PROVISIONS FOR THE UNIVERSITY TO BE REFERENCED AS "UNIVERSITY CAMPUS DISTRICT (UCD)", PROVIDING FOR REPEAL IN ITS ENTIRETY OF THE EXISTING UMCAD PROVISIONS AND AN AMENDMENT TO ARTICLE 8, DEFINITIONS, PROVIDING FOR NEW DEFINITIONS; AND PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Coral Gables is requesting an amendment to Official Zoning Code, Article 4, Division 2, Section 4-202, University of Miami Campus Area Development (UMCAD), by creating new use and development provisions for the University to be referenced as "University Campus District (UCD)", providing for repeal in entirety of the existing UMCAD provisions and an amendment to Article 8, Definitions, providing for new definitions; and

WHEREAS, after notice duly published, a public hearing was held before the Planning and Zoning Board on September 15, 2010, at which hearing all interested parties were afforded the opportunity to be heard; and

WHEREAS, the Board was presented with a text amendment to the Zoning Code providing for new use and development provisions for the University of Miami to be referenced as "University Campus District (UCD)", and after due consideration, recommended approval (vote: 6-0) of the amendment with modifications; and

WHEREAS, a copy of the amendments are attached hereto as Exhibit A; and

WHEREAS, after notice duly published, a public hearing for First Reading was held before the City Commission on September 28, 2010 at which hearing all interested parties were afforded the opportunity to be heard; and

WHEREAS, the City Commission was presented with a text amendment to the Zoning Code, and after due consideration and discussion, approved the amendment on First Reading (vote: 5-0);

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The Official Zoning Code of the City of Coral Gables, Article 4, Division 2, Section 4-202, University of Miami Campus Area Development (UMCAD), is hereby amended by creating new use and development provisions for the University of Miami referenced as “University Campus District (UCD)”, providing for repeal in entirety of the existing UMCAD provisions, and an amendment to Article 8, Definitions, providing for new definitions.

SECTION 3. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 5. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of Ordinance No. 2007-01 as amended and known as the “Zoning Code” of the City of Coral Gables, Florida, which provisions may be renumbered or re-lettered and the word ordinance be changed to “section”, “article”, or other appropriate word to accomplish such intention.

SECTION 6. That this Ordinance shall become effective ten (10) days after final reading and adoption thereof.

PASSED AND ADOPTED THIS TWELFTH DAY OF OCTOBER, A.D., 2010.

(Moved: Anderson / Seconded: Withers)

(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)

(Unanimous: 5-0 Vote)

(Agenda Item: E-1)

APPROVED:



DONALD D. SLESNICK II

MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Appendix 5

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-35

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES, FLORIDA REQUESTING A CHANGE OF ZONING FOR THE UNIVERSITY OF MIAMI, CITY OF CORAL GABLES CAMPUS OWNED PROPERTIES INCLUDING THE FOLLOWING:

1. COMMERCIAL LIMITED (CL) DISTRICT TO UNIVERSITY CAMPUS DISTRICT (UCD) FOR PROPERTIES LEGALLY DESCRIBED AS FOLLOWS:
 - a. LOTS 8-10, BLOCK 192, RIVIERA SECTION PART 14 (5809 PONCE DE LEON BOULEVARD – MCKNIGHT BUILDING), CORAL GABLES, FLORIDA;
 - b. LOTS 6 AND 7, BLOCK 192, RIVIERA SECTION PART 14 (NO ADDRESS - MCKNIGHT BUILDING PARKING LOT), CORAL GABLES, FLORIDA; AND,
 - c. LOTS 1, 2 AND SW ½ OF LOT 3, BLOCK 192, RIVIERA SECTION PART 14 (1540 LEVANTE AVENUE – RAINBOW BUILDING), CORAL GABLES, FLORIDA; AND,
2. UNIVERSITY OF MIAMI CAMPUS AREA DEVELOPMENT (UMCAD) TO UNIVERSITY CAMPUS DISTRICT (UCD) FOR ALL UNIVERSITY OF MIAMI OWNED PROPERTIES GENERALLY BOUNDED BY PONCE DE LEON BOULEVARD, LEVANTE AVENUE, RED ROAD (SW 57TH AVENUE), MATARO AVENUE, SAN AMARO DRIVE, CAMPO SANO DRIVE, PISANO AVENUE AND CARILLO STREET, CORAL GABLES, FLORIDA; AND, PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Application No. 08-10-115-P was submitted by the University of Miami requesting a change in zoning for all University of Miami, City of Coral Gables campus owned properties including the following:

1. Commercial Limited (CL) District to University Campus District (UCD) properties legally described as follows:
 - a. Lots 8-10, Block 192, Riviera Section Part 14 (5809 Ponce de Leon Blvd. – McKnight Building), Coral Gables, Florida;
 - b. Lots 6 and 7, Block 192, Riviera Section Part 14 (No address – McKnight Building parking lot), Coral Gables, Florida; and,
 - c. Lots 1, 2 and SW ½ of Lot 3, Block 192, Riviera Section Part 14 (1540 Levante Ave. – Rainbow Building), Coral Gables, Florida; and,
2. University of Miami Campus Area Development (UMCAD) to University Campus

Development (UCD) for the property generally bounded by Ponce de Leon Boulevard, Levante Avenue, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street, (All legal descriptions and mapping on file); and

WHEREAS, after notice of public hearing duly published and notifications of all property owners of record within one-thousand-five-hundred (1,500) feet, public hearings were held before the Planning and Zoning Board of the City of Coral Gables on September 15, 2010, at which hearing all interested persons were afforded the opportunity to be heard; and

WHEREAS, at the September 15, 2010 Planning and Zoning Board meeting, the Board recommended approval of the proposed change of zoning (vote: 6-0); and

WHEREAS, the City Commission held a public hearing on September 28, 2010 at which hearing all interested persons were afforded an opportunity to be heard and this application for change of zoning was approved on First reading (vote: 5-0); and

WHEREAS, public hearings have been completed as indicated herein by the Coral Gables City Commission in consideration of a request to change the zoning pursuant to Florida Statutes, and including careful consideration of written and oral comments by members of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing ‘Whereas’ clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That the Official Zoning Map of the City of Coral Gables is hereby approved and amended for a change in zoning for all University of Miami, City of Coral Gables campus owned properties including the following:

1. Commercial Limited (CL) District to University Campus District (UCD) for properties legally described as follows:
 - a. Lots 8-10, Block 192, Riviera Section Part 14 (5809 Ponce de Leon Blvd. – McKnight Building), Coral Gables, Florida;
 - b. Lots 6 and 7, Block 192, Riviera Section Part 14 (No address – McKnight Building parking lot), Coral Gables, Florida; and,
 - c. Lots 1, 2 and SW ½ of Lot 3, Block 192, Riviera Section Part 14 (1540 Levante Ave. – Rainbow Building)), Coral Gables, Florida; and,
2. University of Miami Campus Area Development (UMCAD) to University Campus Development (UCD) for the property generally bounded by Ponce de Leon Boulevard, Levante Avenue, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street, (All legal descriptions and mapping on file in the Planning Department and City Clerk’s Office); and

SECTION 3. All rights, actions, proceedings and Contracts of the City, including the City Commissioners, the City Manager, or any of its departments, boards or officers undertaken pursuant to the existing code provisions, shall be enforced, continued, or completed, in all respects, as though begun or executed hereunder.

SECTION 4. All ordinance or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.

SECTION 5. If any section, part of session, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 6. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of the City of Coral Gables, Florida, as amended, which provisions may be renumbered or relettered and that the word ordinance be changed to "section", "article", or other appropriate word to accomplish such intention.

SECTION 7. That this Ordinance shall become effective ten (10) days after final reading and adoption thereof.

PASSED AND ADOPTED THIS TWELFTH DAY OF OCTOBER, A.D., 2010.

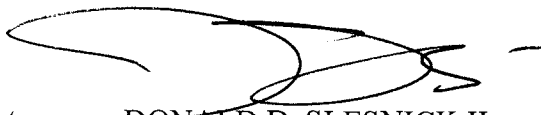
(Moved: Anderson / Seconded: Kerdyk)

(Yeas: Anderson, Cabrera, Kerdyk, Withers, Slesnick)

(Unanimous: 5-0 Vote)


(Agenda Item: E-3)

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

From: Leen, Craig
Sent: Friday, March 18, 2016 5:54 PM
To: 'Ugalde, Aileen M'; 'Gavarrete, Janet L.'; 'mweinroth@miami.edu'; 'Abella, Irma Maria'
Cc: Ramos, Miriam; Figueroa, Yaneris; Wu, Charles; Trias, Ramon; Chen, Brigitte
Subject: City Attorney Opinion Re: Ordinance No. 2010-34
Importance: High

City Attorney Opinion

I am writing in response to the attached letter, originally sent on September 23, 2015. The letter requests a determination by the City as to whether Ordinance No. 2010-34 replaced in its entirety the UMCAD provisions, including the UMCAD map and text. My office has reviewed the request, consulted with special counsel Charlie Siemon, and consulted with Development Services. This matter is a legal issue within the jurisdiction of the City Attorney pursuant to section 2-201(e)(1), (8), and (9) of the City Code, as well as section 2-702 of the Zoning Code, and this opinion and interpretation issued pursuant to those sections of the City Code and Zoning Code.

Ordinance No. 2010-34, which is attached, was adopted unanimously by the City Commission on October 12, 2010. According to section 6 of the Ordinance, it became effective ten days later on October 22, 2010. Section 2 of the Ordinance expressly creates new use and development provisions referenced as University Campus District (UCD) and "provid[es] for repeal in entirety of the existing UMCAD provisions." Likewise, section 3 of the Ordinance contains a repealer provision. Moreover, the provisions in the UCD section of the Zoning Code are comprehensive and clearly intended to be the legally applicable provisions.

As for the UMCAD map and text, although it may be illustrative and have historical value, it is no longer legally operative, as it is part of the UMCAD provisions that have been repealed and superseded. The legally operative provisions are in the UCD section of the Zoning Code.

Ultimately, in light of the express wording of the ordinance, I agree with the analysis in the attached letter, and hereby opine that Ordinance No. 2010-34 replaced the UMCAD provisions, including the UMCAD map and text. This will be published as a City Attorney Opinion.

Craig E. Leen, City Attorney

*Board Certified by the Florida Bar in
City, County and Local Government Law*
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134
Phone: (305) 460-5218
Fax: (305) 460-5264
Email: cleen@coralgables.com



Celebrating 90 years of a dream realized.



September 23, 2015

Via U.S. Mail and Email: cleen@coralgables.com

Mr. Craig Leen, Esq., City Attorney
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

RE: Status of UMCAD Maps and Text

Dear Mr. Leen:

The University of Miami has asked that the City of Coral Gables make an administrative determination to the effect that the UMCAD maps and text included in the documents that have regulated the University's development since the University of Miami Campus Area Development District ("UMCAD") was established, pursuant to Ordinance 2964 adopted December 10, 1991, have been repealed and are no longer in effect.

Justification for the University's request

The implementation of Sec. 4-202 of the Zoning Code, pursuant to Ordinance No. 2010-34 adopted October 12, 2010, which established the University Campus District ("UCD"), replaced in its entirety the UMCAD provisions, including the UMCAD maps and text.

Section 2 of Ordinance No. 2010-34 reads as follows:

Section 2. The Official Zoning Code of the City of Coral Gables, Article 4, Division 2, Section 4-202, University of Miami Campus Area Development (UMCAD), is hereby amended by creating new use and development provisions for the University of Miami referenced as "University Campus District (UCD)", providing for repeal in entirety of the existing UMCAD provisions, and an amendment to Article 8, Definitions, providing for new definitions.

The plain language of Section 2 of Ordinance No. 2010-34 makes it clear that the existing UMCAD provisions were repealed in their entirety, concurrently with the creation of the new use and development provisions that regulate the newly created University Campus District (UCD). Consequently, the UMCAD Maps and Text were repealed and are no longer in force or effect.

September 23, 2015

Page 2

Mr. Craig Leen

We look forward to your determination regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Irma Abella". The signature is fluid and cursive, with the first name "Irma" and last name "Abella" clearly distinguishable.

Irma Abella, Esq.

Director of Development Regulations

cc: Janet Gavarrete, Assistant Vice President
Marc Weinroth, Assistant General Counsel

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-34

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES, FLORIDA FOR AN AMENDMENT TO THE ZONING CODE, ARTICLE 4, DIVISION 2, SECTION 4-202, UNIVERSITY OF MIAMI CAMPUS AREA DEVELOPMENT (UMCAD), BY CREATING NEW USE AND DEVELOPMENT PROVISIONS FOR THE UNIVERSITY TO BE REFERENCED AS "UNIVERSITY CAMPUS DISTRICT (UCD)", PROVIDING FOR REPEAL IN ITS ENTIRETY OF THE EXISTING UMCAD PROVISIONS AND AN AMENDMENT TO ARTICLE 8, DEFINITIONS, PROVIDING FOR NEW DEFINITIONS; AND PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Coral Gables is requesting an amendment to Official Zoning Code, Article 4, Division 2, Section 4-202, University of Miami Campus Area Development (UMCAD), by creating new use and development provisions for the University to be referenced as "University Campus District (UCD)", providing for repeal in entirety of the existing UMCAD provisions and an amendment to Article 8, Definitions, providing for new definitions; and

WHEREAS, after notice duly published, a public hearing was held before the Planning and Zoning Board on September 15, 2010, at which hearing all interested parties were afforded the opportunity to be heard; and

WHEREAS, the Board was presented with a text amendment to the Zoning Code providing for new use and development provisions for the University of Miami to be referenced as "University Campus District (UCD)", and after due consideration, recommended approval (vote: 6-0) of the amendment with modifications; and

WHEREAS, a copy of the amendments are attached hereto as Exhibit A; and

WHEREAS, after notice duly published, a public hearing for First Reading was held before the City Commission on September 28, 2010 at which hearing all interested parties were afforded the opportunity to be heard; and

WHEREAS, the City Commission was presented with a text amendment to the Zoning Code, and after due consideration and discussion, approved the amendment on First Reading (vote: 5-0);

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The Official Zoning Code of the City of Coral Gables, Article 4, Division 2, Section 4-202, University of Miami Campus Area Development (UMCAD), is hereby amended by creating new use and development provisions for the University of Miami referenced as “University Campus District (UCD)”, providing for repeal in entirety of the existing UMCAD provisions, and an amendment to Article 8, Definitions, providing for new definitions.

SECTION 3. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 5. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of Ordinance No. 2007-01 as amended and known as the “Zoning Code” of the City of Coral Gables, Florida, which provisions may be renumbered or re-lettered and the word ordinance be changed to “section”, “article”, or other appropriate word to accomplish such intention.

SECTION 6. That this Ordinance shall become effective ten (10) days after final reading and adoption thereof.

PASSED AND ADOPTED THIS TWELFTH DAY OF OCTOBER, A.D., 2010.

(Moved: Anderson / Seconded: Withers)

(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)

(Unanimous: 5-0 Vote)

(Agenda Item: E-1)

APPROVED:



DONALD D. SLESNICK II

MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Appendix 6

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. R-2003-7

A RESOLUTION APPROVING A RETAIL BEVERAGE AND LIQUOR STORE LICENSE FOR THE UNIVERSITY OF MIAMI CONVOCATION CENTER.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

WHEREAS, that approval for a retail beverage and liquor store license for the University of Miami Convocation Center is granted subject to the following conditions.

WHEREAS, the provisions of Sec. 4.4 (b) of the City Code are complied with as follows:

- (1) That the non-restaurant facility shall have a valid certificate of use and occupational license.
- (2) The sale of alcoholic beverages and intoxicating liquors shall be only incidental to the primary function of the facility.
- (3) Permanent bars or counters with a surface area not exceeding 45 square feet shall be permitted.
- (4) Total receipts from the sale of alcoholic beverages and intoxicating liquors shall not exceed twenty five (25) percent of the total annual gross receipts of any non-restaurant facility. It shall be the responsibility of the non-restaurant facility to maintain records open for inspection by the City to demonstrate compliance with this requirement.
- (5) Non-restaurant facilities holding a state retail beverage or retail liquor store license shall always be subject to inspection by the City Manager or his designee for the purpose of determining that such non-restaurant facilities are in compliance with the existing requirements. And that the sale of alcoholic beverages shall not be made available to the general audience.
- (6) There shall be no sale by the drink of alcoholic beverages.

PASSED AND ADOPTED THIS TWENTY-FIRST DAY OF JANUARY, A.D.,
2003.

(Motion: Cabrera/Second: Kerdyk)
(5/0 vote)

DONALD D. SLESNICK II
MAYOR

ATTEST:

YOLANDA AGUILAR
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Appendix 7

WATSCO CENTER COMPLEX as of 2016
(Formerly known as BANKUNITED CENTER)
EVENT MANAGEMENT SECURITY PLAN

Prepared by:
**Global Spectrum and
the University of Miami
January 26, 2011**



Table of Contents

- I. Introduction**
- II. Alcohol Sale Control**
- III. Security and Event Staffing Guidelines**
- IV. Parking/ Traffic and Security Staffing Guidelines**
- V. Attachments**

BANKUNITED CENTER COMPLEX (BUCC) EVENT MANAGEMENT SECURITY PLAN

I. Introduction

This security plan was developed jointly by Global Spectrum's event and facility manager, the University of Miami administration, and the University of Miami Police Department. It comprises three components: alcohol sale controls, security and staffing levels as well as specific post locations at the BankUnited Center, and parking management, traffic control, and security outside the BUCC.

II. Alcohol Sale Controls

All alcohol sales will be in compliance with all Federal, State and Local government regulations, including those of the City of Coral Gables and the State Division of Alcohol, Beverages and Tobacco, as well as other regulatory agencies or bodies (e.g. National Collegiate Athletic Association, Atlantic Coast Conference, etc), and with University of Miami policies and regulations.

Events

For University athletic and academic programs, alcohol sales will be restricted to the Hurricane 100 facilities and suites.

For events other than University athletic and academic programs (community programs), alcohol sales will be permitted in the concourse, floor, event levels, suites and the Hurricane 100 facility.

Age of Attendees

All guests served alcohol must have a valid state-issued ID, military ID or passport with photo or any other ID determined by Federal, State or local regulatory agencies in compliance with all applicable laws and ordinances.

Identification (ID) Check

All guests purchasing alcohol must first produce a valid identification demonstrating that they are of age to purchase and consume alcoholic beverages. Identification will be scanned and/or referenced against a License Handbook for validity.

Serving of Alcohol

All alcoholic beverages will be poured into readily identifiable plastic containers. No bottles, cans or glass containers will be permitted in the general seating area.

There will be a maximum two drink limit per transaction/per person at all server stations.

Sales of alcohol will end at all locations one hour prior to conclusion of program and/or event. Alcohol sales may be terminated earlier at discretion of the BankUnited Center General Manager.

Service Staff, Training and Protocol

Servers and ID checkers must be 21 years or older and must have completed a training program (certification) as required by Federal, State and municipal laws and ordinances.

Intoxicated Patrons

The University will consider the feasibility of a monitoring program for the reporting of unruly behavior at events where alcoholic beverages are served. This program may include a “texting number” by which guests can report unruly patrons to security. The General Manager of the BUCC or designee shall have the authority to determine whether a person appears to be intoxicated. If in the judgment of the General Manager or designee a guest has become intoxicated, the General Manager or designee shall take such action as may be proper under the circumstances with regard to the safety and well being of the intoxicated individual and other persons and property. Such action may include ejection from the Center or referral for arrest and prosecution by legal authorities.

III. Security Event Staffing Guidelines

This section addresses security and event staffing guidelines inside the BUCC. No later than seven (7) days prior to each event at the BUCC, a meeting will be held among UM police, Coral Gables Police and Fire Departments, UM Parking and Transportation and BUCC personnel to determine required staffing levels for police, emergency services, parking personnel and required signage and parking spaces. General guidelines for staffing are:

- Two police officers per 1,000 ticketed guests subject to variance based on type of event and in consultation between UM and Coral Gables Police Department Designees.
- One EMS team and ambulance (team consists of three Coral Gables EMS paramedics). This is in addition to critical care nurses employed by the BUCC for every event.

General staffing levels for the BUCC staff, police and traffic control will be dependent upon the expected type and size of the event. Guidelines for staffing are shown below.

At least one uniformed police officer will be positioned in proximity to each alcohol sales area during the time alcohol is sold. Staff will be redeployed to main entrance area upon event termination and consistent with the termination of alcohol sales to observe guest departure from any BUCC event. Interior staffing for police needs to be maintained post-event until the patrons have exited the building.

The following staffing guideline is to be used to determine the appropriate event staff for small, medium and large events at the BUCC. The actual numbers of required police and EMS details for any particular event will be decided at the pre-event meeting described in Section III using the staffing guideline provided below and more particularly described in Exhibit “F,” Staffing Guideline Matrix, attached hereto and made a part hereof.

Security and Event Staffing Guidelines

INTERIOR – SMALL EVENT

<i>Attendance: less than 2,000</i>	A - Small Event		
BUCC Interior			
Event Staffing (A-Concert)	Event Staff without alcohol		Event Staff with alcohol
Security			
Security Supervisor	2		2
Security-Loading Dock	1		1
Security-Visitor Locker Room	1		1
Security-Hurricane Hallway	1		1
Security-Dressing Rooms	2		2
Security-VIP Lobby	1		1
Security-Vom 115/116	1		1
Security-Vom 121/120	1		1
Security-Vom 104/105	1		1
Security-Vom 108/109	1		1
Security-Freight Elevator	1		1
Security-Suite Level Lobby	1		1
Security-Elevator	2		2
Security-Inside H-100 Room	1		1
Security-Quad A	1		1
Security-Floor	2		2
Security-Barricades	4		4
Security-Stage Right/Left Inner	1		1
Security-Stage Right/Left Outer	1		1
Security-Concourse Corners			4
Security-Concourse Rovers			2
Police Concourse	0-2		0-2
Police Bowl Floor	0-2		2 -3
	26-30		34-37

Security and Event Staffing Guidelines

INTERIOR – MEDIUM EVENT

Attendance: 2,001-5,000		B-Medium Event	
BUCC Interior			
Event Staffing (B-Concert)	Event Staff without alcohol		Event Staff with alcohol
Security			
Security Supervisor	2		2
Security-Loading Dock	1		1
Security-Visitor Locker Room	1		1
Security-Hurricane Hallway	1		1
Security-Dressing Rooms	2		2
Security-VIP Lobby	1		1
Security-Vom 115/116	1		1
Security-Vom 121/120	1		1
Security-Vom 104/105	1		1
Security-Vom 108/109	1		1
Security-Freight Elevator	1		1
Security-Suite Level Lobby	1		1
Security-Suite Level Stairs	2		2
Security-Elevator	2		2
Security-Concourse Level Stairs	2		2
Security-Inside H-100 Room	2		2
Security-Ibis	1		1
Security-Palm	1		1
Security-Quad A	1		1
Security-Floor	4		4
Security-Barricades	4		4
Security-Stage Right/Left Inner	2		2
Security-Stage Right/Left Outer	2		2
Security-Concourse Corners			4
Security-Concourse Rovers			2
Security-Concourse Rovers (Floor)			1
Police Concourse	0-3		2-3
Police Bowl Floor	0-2		3-4
Police Suite Level	0-1		0-1
	37-43		49-51

Security and Event Staffing Guidelines

INTERIOR – LARGE EVENT

Attendance: above 5,000	C-Large Event	
BUCC Interior		
Event Staffing (C-Concert)	Event Staff without alcohol	Event Staff with alcohol
Security		
Security Supervisor	3	3
Security-Loading Dock	1	1
Security-Visitor Locker Room	1	1
Security-Hurricane Hallway	1	1
Security-Dressing Rooms	2	2
Security-VIP Lobby	1	1
Security-Vom 115/116	1	1
Security-Vom 121/120	1	1
Security-Vom 104/105	1	1
Security-Vom 108/109	1	1
Security-Freight Elevator	1	1
Security-Suite Level Lobby	1	1
Security-Suite Level Stairs	4	4
Security-Elevator	2	2
Security-Concourse Level Stairs	4	4
Security-Inside H-100 Room	3	3
Security-Ibis	1	1
Security-Palm	1	1
Security-Quad A	1	1
Security-Floor	6	6
Security-Barricades	6	6
Security-Stage Right/Left Inner	2	2
Security-Stage Right/Left Outer	2	2
Security-Concourse Corners		4
Security-Concourse Rovers		2
Security-Concourse Rovers (Floor)		2
Police NW Concourse (Roam)	0-2	2-4
Police SE Concourse (Roam)	0-2	2-4
Police Bowl Floor	0-4	2-4
Police Suite Level	0-1	0-1
	47-56	62-68

Security and Event Staffing Guidelines

EXTERIOR – SMALL EVENT

<i>Attendance: less than 2,000</i>	A - Small Event		
BUCC Exterior			
Event Staffing (A-Concert)	Event Staff without alcohol		Event Staff with alcohol
UM Parking Ponce and Dickinson	1		1
UM Parking Walsh and Dickinson	2		2
UM Parking Ponce and Merrick	1		1
UM Parking Merrick and Walsh	2		2
UM Parking Ponce Garage	2		2
Crosswalk Dickinson Walsh	1		1
Police - Supervisor	0-1		0-1
Police - Dickinson and Ponce	0-2		1-2
Police – Merrick and Ponce	0-1		1-1
Police – S. Alhambra and Ponce	0-0		0-1
	9 to 13		11 to 14

Security and Event Staffing Guidelines

EXTERIOR – MEDIUM EVENT

<i>Attendance: 2,001-5,000</i>	B-Medium Event		
BUCC Exterior			
Event Staffing (B-Concert)	Event Staff without alcohol		Event Staff with alcohol
UM Parking Ponce and Dickinson	1		1
UM Parking Walsh and Dickinson	2		2
UM Parking Ponce and Merrick	1		1
UM Parking Merrick and Walsh	2		2
UM Parking Ponce Garage	2		2
UM Parking Crosswalk Dickinson Walsh	1		1
UM Parking Dauer Circle	2		2
UM Parking Pavia Garage	2		2
UM Parking Rover	1		1
Police - Supervisor	0-1		1-1
Police - Dickinson and Ponce	0-2		2-2
Police – Merrick and Ponce	0-1		1-1
Police – S. Alhambra and Ponce	0-1		1-2
Police – Stanford and Ponce	0-2		1-2
Police – Dauer and Ponce	0-1		1-2
	14 to 22		21 to 24

Security and Event Staffing Guidelines

EXTERIOR – LARGE EVENT

Attendance: above 5,000		C-Large Event	
BUCC Exterior			
Event Staffing (C-Concert)	Event Staff without alcohol		Event Staff with alcohol
UM Parking Ponce and Dickinson	1		1
UM Parking Walsh and Dickinson	3		3
UM Parking Ponce and Merrick	1		1
UM Parking Merrick and Walsh	3		2
UM Parking Ponce Garage	2		2
UM Parking Crosswalk Dickinson Walsh	2		2
UM Parking Dauer Circle	2		2
UM Parking Pavia Garage	2		2
UM Parking Rover	2		2
Police - Supervisor	1-1		1-2
Police - Dickinson and Ponce	2-2		2-2
Police – Merrick and Ponce	1-1		1-2
Police – S. Alhambra and Ponce	2-2		2-2
Police – Stanford and Ponce	1-2		1-2
Police – Dauer and Ponce	1-2		1-2
Police – Granda and Ponce	0-0		1-2
Police – US #1 amd S Alhambra	0-0		1-2
	26 to 28		28 to 34

IV. Parking/Traffic and Security Event Staffing Guidelines

This section addresses parking/traffic and security outside the BUCC.

Police are designated as part of the approved Traffic Management Program (the BankUnited Parking and Traffic Management Plan, prepared by Jackson Ahlstedt, P.E. and Keith and Schnars, P.A. engineers dated March 19, 2003. and can be found as an exhibit in the attachment section of this report). Staffing for all events is done in cooperative effort between Coral Gables and University of Miami police departments and BUCC management to ensure adequate personnel are available based on number of tickets sold or distributed and any other diligence obtained in advance relative to the particular event (size, genre and advanced intelligence).

Traffic and parking posts generally begin 1½ - 2 hours prior to the opening of doors for any given event and remain until traffic has been completely cleared. Staff is released at the discretion of Coral Gables police event commander and in conjunction with BUCC management. Coral Gables Police and UM traffic personnel who are released after the event start time will be redeployed to BUCC interior to provide additional police assistance as necessary. Personnel who are redeployed to interior of BUCC will return to traffic detail one hour prior to conclusion of BUCC event consistent with closure of alcohol sales.

Local cab service will be contacted prior to any event wherein alcohol is served and asked to have cab service available immediately in front of or adjacent to the BUCC. BUCC General Manager or designee will be responsible for contacting appropriate service provider in advance of any event to ensure availability of same.

The following exhibits represent the staffing guidelines for parking/traffic and security personnel that will be posted prior to each event (Pre-Event) and subsequently additional staffing after each event (Post-Event) wherein alcohol is served. Post Event staffing represents redeploying additional police personnel from the interior portion of the BUCC approximately (1) one hour prior to the conclusion of the event when alcohol sales inside the BUCC end.

V. Attachments

- a. Carlos Monzo, NES President Bio
- b. NES Corporate information
- c. NES Client List
- d. David Rivero, UM, Police Chief, Bio
- e. Global Spectrum Corporate Information
- f. Staffing Guideline Matrix
- g. Keith and Schnars Corporate Information/Client List
- h. Parking and Traffic Management Program, March 19, 2003 prepared by Jackson M. Ahlstedt, P.E. Keith and Schnars, P.A.

ATTACHMENT A

Carlos Monzo, NES President Bio



Mr. Patrick L. McGrew
General Manager
BankUnited Center at UM
1245 Dauer Drive
Coral Gables, FL 33146

Dear Patrick,

I have conducted a full and serious review of the document provided to me by the University of Miami and Global Spectrum entitled: THE BANKUNITED CENTER COMPLEX EVENT MANAGEMENT SECURITY PLAN. The Plan that I reviewed includes: alcohol sale controls, security and staffing levels and specific post locations at the BankUnited Center, and parking management and traffic controls.

In my professional opinion and based on industry criteria and best practices, the plan meets and exceeds national industry standards relative to an arena application.

There are key factors that are important in documents such as this. They include multi-agency participation in both plan preparation and implementation: point of sale control; staff/server training; a thorough parking and transportation plan; a very complete police staffing plan that includes measures for pre- and post-event; as well as protocols in dealing with guests of the venue. I found all of the above to be included in the plan you've provided and each exceeds the standards of the industry.

I have included for your further information my credentials and criteria as well as those of National Event Services and a list of our clients.

If you should you have any questions please feel free to contact me at either cmonzo@nationaleventservices.com or via cell 610-656-0667.

501 BAILY ROAD, YEADON, PA 19050
2003 B OPPORTUNITY DRIVE, ROSEVILLE, CA 95678
866-411-3300

PAGE TWO: Patrick McGrew

Sincerely,



Digitally signed by Carl A. Monzo
DN: cn=Carl A. Monzo, o=National
Event Services, Inc., ou=President,
email=cmonzo@nationaleventserv
ices.com, c=US
Date: 2010.12.16 13:51:35 -05'00'

Carl A. Monzo
President

Enclosures

National Event Services is proud to be a member of the International Association of Venue Managers; the International Special Event Society and the International Festival & Events Association. National Event Services is a third party consultant and is not affiliated with Global Spectrum, The University of Miami or The BankUnited Center at UM.

501 BAILY ROAD, YEADON, PA 19050
2003 B OPPORTUNITY DRIVE, ROSEVILLE, CA 95678
866-411-3300

Carl A. Monzo
Consultant/Emergency Services Manager

President
National Event Services, Inc.
501 Baily Road
Yeadon, PA 19050
877-411-3300
www.nationaleventservices.com

Partner
Festival Management Services, LLC
141 Dimarco Drive
Philadelphia, PA 19154
877-FEST-101
www.festivals101.com

President
LM Fox & Associates
PO Box 491
Newtown Square, PA 19173
877-336-6696
www.lmfox.com

With more than 30 years in the public safety industry Carl is the President/CEO of National Event Services, Inc., L.M. Fox & Associates and a partner with Festival Management Services, LLC.

Carl is a certified Firefighter, licensed Emergency Medical Technician, Private Detective and a graduate of the IAVM's Academy of Safety and Security.

In addition to providing emergency services staff to the event community Carl functions as a consultant providing advice to venues and promoters on security, medical and public safety staffing; number of security and medical stations needed; quantity and locations of emergency equipment, etc. He also works with the local fire, police and public health officials in assuring that the venue/event complies with all required ordinances in order to obtain/maintain its Mass Gathering Permit.

Corporate Licenses:

PA Emergency Medical Services
NJ Emergency Medical Services
PA Security
NJ Security
CA Security
TN Security

Personal Licenses:

Emergency Medical Technician
Lethal Weapons
Private Detective

Memberships:

International Association of Venue Managers
International Special Events Society
International Festival & Events Association

Emergency Services Management/Non-traditional venues

Phish "Lemonwheel" 1997 – Limestone, Maine – *Emergency Services Director*
Phish "Great Went" 1998 – Limestone, Maine – *Emergency Services Director*
Phish "Oswego" 1999 – Oswego, New York – *Emergency Services Director*
Phish "Big Cypress" 1999 – Seminole Indian Reservation, Florida – *Emergency Services Director*
ESPN – X-Games – Philadelphia, Los Angeles, Aspen – 2001, 2002, 2003, 2004 – *Director of Security and Medical*
Bonnaroo 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010 – Manchester, TN – *Emergency Services Director*
"Live 8" 2005 – Philadelphia, Pennsylvania – *Director of Security and Medical*
"Vegoose" 2005, 2006, 2007 – Las Vegas, Nevada – *Consultant – Security & Emergency Services*
"Langerado" 2006, 2007, 2008 – Florida – *Consultant – Security & Emergency Services*
"All Good Festival" 2006, 2007, 2008, 2009, 2010 – Masontown, WV – *Venue Security Director*
"Dancing WuLi Festival" 2006 – Morrisville, Pennsylvania – *Consultant/Director – Security and Medical*
"Wakarusa" 2007, 2008 – Lawrence, Kansas – *Consultant/Director – Security and Medical*
"Hampton Social" 2007 – East Hampton, New York – *Consultant/Director – Security and Medical*
"Sonic Bloom" 2007 – Beaver Meadows, Colorado – *Consultant/Director – Security and Medical*
"Echo Project" 2007 – Fulton County, Georgia – *Consultant/Director – Security and Medical*
"Jam Cruise" 2008, 2009, 2010 – Caribbean – *Consultant – Emergency Services*
"Caribbean Holiday" 2007, 2008, 2009 – Runaway Bay, Jamaica – *Consultant – Emergency Services*
"Green Apple Festival" 2008 – Washington, DC – *Consultant – Emergency Services*
"Rothbury" 2008, 2009 – New Era, Michigan – *Consultant/Director – Emergency Services*
"Outside Lands" 2008, 2009, 2010 – San Francisco, California – *Consultant – Emergency Services*
"Wakarusa" 2009, 2010 – Ozark, Arkansas – *Consultant/Director – Security and Medical*
"Wanderlust" 2009, 2010 – Lake Tahoe, California – *Consultant/Director – Security and Medical*
Phish "Festival 8" 2009 – Indio, California – *Consultant – Security and Medical*
Coachella Music Festival – 2010 – Indio, California – *Consultant/Director – Emergency Services*
Stagecoach Music Festival – 2010 – Indio, California – *Consultant/Director – Emergency Services*

ATTACHMENT B

NES Corporate Information



NATIONAL EVENT SERVICES, INC.



Serving Personally, Professionally & Courteously

National Event Services, Inc. (NES) is an experienced full service event staffing company providing on-site event public safety consultation, management as well as ambulances; Emergency Medical Technicians, Medical Bike Teams, Greeters, Ticket Takers, Ushers and Event Security staffing.

Routinely serving audiences ranging from 100 to 100,000 NES strives to provide the proper number and type of staff through thorough pre-event consultation with the event producers as well as site visits and review of similar type and sized events. Our goal is to provide this service, "Personally, Professionally and Courteously".

NES Management has and continues to be involved in events nationally with offices in the States of New Jersey, Pennsylvania, Tennessee and California providing services for festivals, stadiums, arenas, colleges, convention centers and much more.

NES is a member of the International Special Events Society; International Festival and Events Association; and the International Association of Assembly Managers.

*One Call. One Company. for all your event public safety needs.
866-411-3300.*

501 Baily Road
Yeadon, PA 19050

1 Harbour Blvd
Camden, NJ, 08103

2003 Opportunity Drive
Suite 10
Roseville, CA 95678



ATTACHMENT C

NES Client List



All Good Music Festival

Marvin's Mountaintop, West Virginia

Andrews Park

Vacaville, Ca

Arco Arena

Sacramento, Ca 95834

ATT Park

San Francisco, CA

Berkeley Community Theatre

Berkeley, Ca 94704

Bill Graham Civic

San Francisco, Ca 94704

Bonnaroo Music & Arts Festival

Manchester, Tennessee

Calaveras County Fair Grounds

Angles Camp, Ca 95222

Cal Expo

Sacramento, Ca

Cesar Chavez Park

Sacramento, CA

Citizens Bank Park

Home of the Philadelphia Phillies

Philadelphia, Pennsylvania

The Concourse (SF design Center)

San Francisco, Ca 94103

Cow Palace

Daly City, Ca 94014

Craneway Pavillion

Marina District of Richmond, Ca 94804

Crest Theatre

Sacramento, Ca 95814

Davies Symphony Hall

San Francisco, Ca 94102

Discovery Park

Sacramento, Ca

Drexel University

Philadelphia, Pennsylvania

Electric Factory Concerts

Philadelphia, Pennsylvania

Festival Pler

Philadelphia, Pennsylvania

Fort Mason Center

San Francisco, CA

Fox Theatre Oakland

Oakland, Ca 94612

Fox Theatre Redwood City

Redwood City, Ca 94063

Franklin Institute

Philadelphia, Pennsylvania

Golden Gate Park

San Francisco, Ca

Grace Pavillion/Sonoma Fair Grounds

Santa Rosa, Ca 95402

The Grand/Regency Center

San Francisco, Ca 94109

Greek Theatre

Berkeley Ca 94720

Harrah's Racetrack & Casino
Chester, Pennsylvania

HP Pavillion/San Jose Arena
San Jose, Ca 95113

LaSalle University
Philadelphia, Pennsylvania

Llacouras Center
Temple University - Philadelphia, Pennsylvania

Lincoln Financial Field
Home of the Philadelphia Eagles
Philadelphia, Pennsylvania

Mann Center for the Performing Arts
Philadelphia, Pennsylvania

Marin Center
San Rafael, CA 94903

Masonic/Nob Hill Auditorium
San Francisco, CA 94108

Monterey County Fair Grounds
Monterey CA 93940

Oakland Raiders Football
Oakland, California 94621

Oakland-Alameda County Coliseum
Home of the Oakland Raiders
Oakland, California 94621

Oracle Arena
Oakland, California 94621

Outside Lands Music & Arts Festival
Golden Gate Park - San Francisco, California

Palace of Fine Arts
San Francisco, Ca 94612

Pennsylvania Convention Center
Philadelphia, Pennsylvania

Philadelphia 76ers Basketball
Philadelphia, Pennsylvania

Philadelphia Eagles Football
Philadelphia, Pennsylvania

Philadelphia Flyers Hockey
Philadelphia, Pennsylvania

Philadelphia Kixx Soccer
Philadelphia, Pennsylvania

Philadelphia Museum of Art
Philadelphia, Pennsylvania

Philadelphia Phillies Baseball
Philadelphia, Pennsylvania

Philadelphia Wings Lacrosse
Philadelphia, Pennsylvania

Phish Festival 8
Palm Springs, California

Raley Field/River Cats Stadium
West Sacramento, Ca 95691

Rothbury Music Festival
New Era, Michigan

Sacramento Community Theatre
Sacramento, Ca 95814

Sacramento Memorial Auditorium
Sacramento, Ca 95814

Santa Cruz Civic Auditorium
Santa Cruz, Ca 95060

Pennsylvania Horticultural Society
Producer of the Philadelphia Flower Show
Philadelphia, Pennsylvania

San Jose Civic
San Jose, Ca 95113

Sleep Train Amphitheatre
Marysville, CA 95901

Squaw Valley Pavillon
Olympic Valley, Ca 96146

St. Joseph's University
Philadelphia, Pennsylvania

Susquehanna Bank Center
Camden, New Jersey

Temple University
Philadelphia, Pennsylvania

Tower Theater
Philadelphia, Pennsylvania

Toyota Pavillion @ Montage Mountain
Scranton, Pennsylvania

San Jose Center for Performing Arts
San Jose, Ca 95113

University of Pennsylvania
Philadelphia, Pennsylvania

Wachovia Center
Home of the Flyers, Sixers, Wings
Philadelphia, Pennsylvania

Wachovia Spectrum
Philadelphia, Pennsylvania

Wakarusa Music Festival
Ozark Mountains, Arkansas

Wanderlust Festival
Olympic Village - Lake Tahoe, California

Warfield Auditorium
San Francisco, Ca 94102

Villanova University
Radnor, Pennsylvania

Zellerbach Hall
Wheeler Auditorium
Berkeley, Ca 94704

ATTACHMENT D

David Rivero, UM, Police Chief, Bio



UPOLICE

University of Miami Police Department

Chief David Rivero Biography

David A. Rivero is the current Chief of Police at the University of Miami where he oversees a sworn staff of 25 police officers and another 50 security and support staff personnel. He is responsible for a fiscal budget of over 5 million dollars and for the security of a 230 acre campus and more than 25,000 students, faculty and employees.

During his 26-year career with the Miami Police Department, he directed several of the Department's most important responsibilities in supervisory and command positions in the Field Operations Division, Homicide, Media Relations, Internal Affairs, Training, the Criminal Investigations Division, and the Little Havana Neighborhood Enhancement Team (NET) and as the Commander of the Coral Way NET. His last position with the Miami Police Department was as a Major of Police in charge of the Central Patrol District, responsible for all crime fighting operations and other city functions for four NET's in the Overtown, Wynwood, Allapattah and Edgewater neighborhoods. The personnel of the Central District consisted of 3 Police Commanders, 9 Neighborhood Resource Officers, 7 Lieutenants, 28 Sergeants and **195 Police Officers** and had a fiscal budget of nearly 20 million dollars. The Central District also had three undercover Problem Solving Teams which handled most of the street level narcotics enforcement and quality of life concerns.

Chief David Rivero has won numerous awards but the one he is most proud of is the personal commendation he received from FBI Director Louis Freeh for his involvement in "Operation Greenpalm" while with the Miami Police Department. The fourteen-month investigation, was initiated by then Lieutenant Rivero and targeted corrupt politicians and concluded with the successful arrest and prosecution of the City of Miami Budget Director, the City Manager, a City Commissioner, a County Commissioner, the Seaport Director and two lobbyist. The investigation involved more than two hundred consensual and covert video and audio recordings, two Title III wiretaps, several surreptitious search warrants and countless hours of video and photographic surveillance using some of the most highly sophisticated equipment in the FBI's arsenal. During the fourteen months of the investigation, Rivero was detached to the FBI where he received their highest top-secret security clearance.

In the year 2000, David Rivero was called upon to lead the Miami Police Department's investigative efforts into several questionable police involved shootings. Through a joint investigation with the FBI and the United States Attorney's Office, 13 police officers were indicted for conspiracy to violate civil rights in a pattern of gun planting incidents that started back in 1996. Two of the officers pled guilty and cooperated with the investigation. From the aftermath of this investigation, then Captain Rivero was asked to help rewrite the department's shooting policy. He also personally wrote the Miami Police departmental order on how to conduct criminal investigations.

As a police major, David Rivero was one of the co-chairpersons on the State Attorney's Office committee on crimes against law enforcement officers. He served on the executive board of the Medical Examiner's Fatality Review Team, which oversees and reviews all murders resulting from domestic violence in Miami-Dade County. He has vast experience in the command of Field Forces during civil unrest and the Emergency Operations Center during disasters. He was also the Miami Police Department's top spokesperson for five years. At the Miami Police Department, Captains are assigned to be commanders for all major events in the city. During his seven years as a captain, Rivero was assigned to command several high profile events such as the Orange Bowl Game, the New Year's Eve Orange Bowl Parade and Party, the NCAA Regional Basketball Tournament at the Old Miami Arena, more that 30 UM Football Games at the Old Orange Bowl, several NHL Games, several concerts at both the Orange Bowl and the Bayfront Park Amphitheatre and many more.

TEACHING

Chief David Rivero completed the Florida Instructor Training Course and is a regular instructor at the Miami Police Department Training Academy and the Miami-Dade College Police Academy, specializing in interrogations, internal investigations and violent crime investigations. He has taught classes at the Detective School, Supervisor School, Commander School and many more. He also taught all new prosecutors with the Miami-Dade State Attorney's Office the art on interrogations.

He holds a Florida Police Officers Standards and Training Certificate, and he is a graduate of their Ethics/Integrity Train-the-Trainer Course. He has received more than 100 certificates of police training. Chief Rivero has been introduced as an expert witness in the Miami-Dade County Criminal Justice system in the art of criminal interrogations. He has been certified as a Polygraph examiner; he is a graduate of the Administrative Officers Course at the prestigious Southern Police Institute of the University of Louisville; has a Bachelor's Degree from Barry University and is presently working on his Master's of Public Administration

degree at the University of Miami. He also attended the esteemed Senior Management Institute for Policing conducted by PERF at Boston University and presented by professors from Harvard University.

AWARDS

The Miami Police Homicide Unit won the Unit Citation and received many other awards and recognition for a unique criminal investigative project initiated and coordinated by Chief Rivero. He oversaw the Miami Police Department's new approach to homicide investigations that involved a proactive rather than reactive method to solving murders. By using the Racketeering and Continuing Criminal Enterprise statutes, the Homicide Unit dismantled a violent drug organization named the "John Does" and solved almost 20 violent "who-dun-it" murders. Through their efforts and his leadership, the Homicide Unit boasted the City's highest clearance rate for homicide cases (84%) and they received a special commendation from the Chief of Police. Under his direction, the United State Attorney's Office for the first time in South Florida history prosecuted homicide offenders not for the crime of murder but rather for racketeering stemming from the violent acts. This allowed for easier prosecution while still carrying the same sentence as those who commit murder. There are more than 25 members of the "John Doe" organization now serving life sentences for their crimes.

In his days as a Homicide Detective with Miami PD in what was then called the "Murder Capital of the World", then Detectives David Rivero and John Buhrmaster formed one of the most highly successful teams in the police department's history. The two won numerous officers of the month awards for the city and the county and the team was selected as Florida's Most Outstanding Officers of the Year. Chief Rivero has also won the following:

HONORS-MIAMI POLICE DEPARTMENT

Distinguished Service Medal*
Silver Star Medal
Community Service Medal (twice)
Silver Lifesaving Medal
Administrative Excellence Medal (twice)
Officer of the Month (twice), with Two Stars
Dade County's Officer of the Month
Runner-up Officer of the Year 1986
The FOP Silver Star*

*One of the top three highest medals of Honor for the Miami Police Department

ATTACHMENT E

Global Spectrum Corporate Information

Patrick McGrew

GENERAL MANAGER, BANKUNITED CENTER AT THE UNIVERSITY OF MIAMI, CORAL GABLES, FL

Responsible for the day-to-day operations of the BankUnited Center at the University of Miami, while acting as a direct communication link between client and Global Spectrum corporate offices. McGrew ensures an effective and cost-efficient program by controlling the operating budget and coordinating all elements of facility operations, including booking and scheduling of events, marketing and promoting the facility and its events.

Career History:

- Former Event Manager, American Airlines Arena, FL
- Former Assistant General Manager and Director of Operations, Miami Arena, FL
- Former Director of Operations, Micron PC Bowl, FL
- Former Manager of Business Development Broward County Parks and Recreation Division, FL
- Former Vice President of Business Operations for Restore, Inc., FL
- Former Assistant Director of Stadium Operations and Public Relations, NY Yankees
- Member, IAAM
- Member, Board of Governors, IAAM Senior Executive Symposium (SES)
- Member, Board of Florida Facilities Managers (FFMA)
- B.S. Degree, Marketing, Florida Atlantic University
- Over 17 Years Industry Experience



Management/Consulting Services**Current Pre-Opening & Consulting Clients****Pre-Opening, Design/Operational Services, FF&E**

- ① The New Stadium, Abu Dhabi
- ① Barclay's Center, Brooklyn, NY
- ① Ed Fry Arena at KCAC at Indiana University of Pennsylvania, Indiana, PA
- ① Niagara Falls Convention Center, Niagara Falls, ON, Canada
- ① PPL Park, Chester, PA

Specialized Services

- ① Ohio State University Jerome Schottenstein Center, Columbus, OH (21,000-seat arena)
 - Operational and Event Booking Services Agreement
- ① The Ranch Complex, Loveland, CO (fairground complex)
 - Operational & Marketing Services, Event Coordination
- ① Lansdowne Park Development Team, Ottawa, ON, Canada (arena/stadium)
 - Business Plan Analysis/Support
- ① Estadio Da Luz, Lisbon, Portugal
 - Operational Audit

Recently Completed Projects**Pre-Opening, Design/Operational Services, FF&E**

- ① Philippines Arena and Convention Center
- ① Zayed Sports City Stadium, Abu Dhabi, UAE
- ① Spartak Stadium, Moscow, Russia
- ① Washington Nationals MLB Stadium, Washington, DC
- ① Regina Domed Stadium, Regina, SK, Canada

Operational Audits

- ① Foundry Centre for the Arts, St. Charles, MO
- ① North West Georgia Trade and Convention Center, Dalton, GA

Design Plan & Program Review

- ① Bowling Green University Stroth Center, Bowling Green, OH
- ① New York Velodrome

Additional Consulting Projects

- ① General Motors Place, Vancouver, BC, Canada (19,000-seat arena)
 - Concourse/Pedestrian Traffic Analysis
- ① Garrett County Fair, McHenry, MD
 - Financial Audit
- ① Eagle County Fair Grounds, Eagle, CO
 - Marketing/Event Booking Support
- ① Robert F. Kennedy Memorial Stadium, Washington, D.C. (56,000-seat stadium)
 - Operational, Management & Marketing Services
- ① Prince George's Stadium, Bowie, MD (10,000-seat ballpark/stadium)
 - Management and Event Booking Services & Concourse Analysis
- ① Indiana State Fairgrounds, Indianapolis, IN
 - Event Revenue Analysis (non-fair events)
- ① Charlotte Bobcats Arena, Charlotte, NC
 - Analysis of Arena Operations

GLOBAL SPECTRUM™

a subsidiary of Comcast SPECTACOR



a
worldwide leader
in venue management



arenas • convention centers • stadiums • exhibition centers • ice facilities • fairground venues • theaters

more events • Increased attendance • Increase

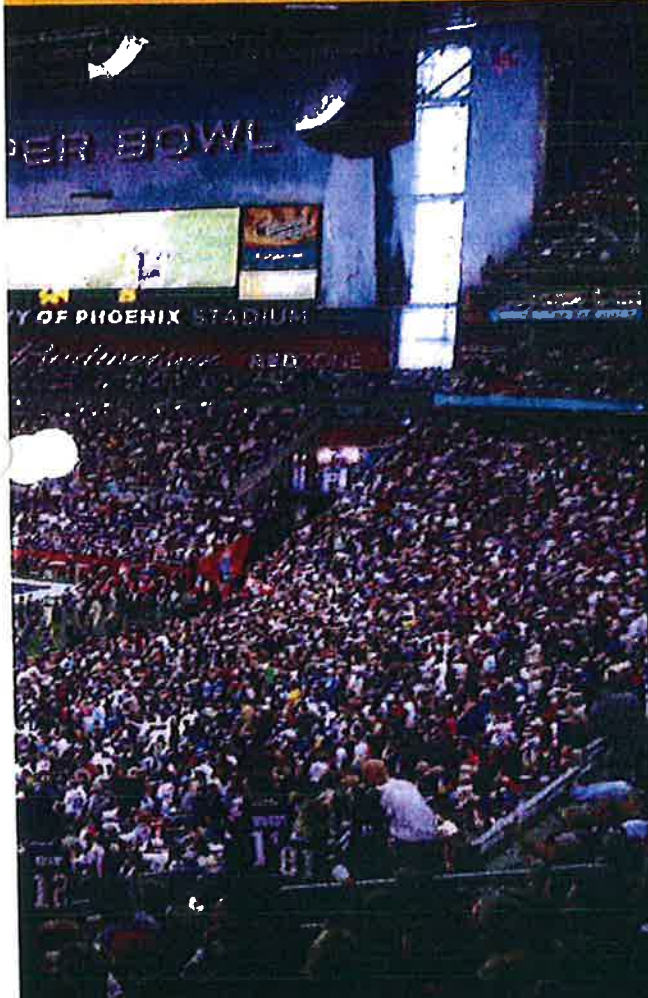




who we are.

customer spending • customer satisfaction • managed costs

Global Spectrum manages public assembly venues that host a wide array of popular sports and entertainment, trade shows, performing arts, and other special events. But what really sets us apart from other companies are the vast resources we make available to our clients. With facilities in the United States, Canada, Southeast Asia and an ever-increasing international presence, we have an unprecedented rate of growth in the industry. This is due, in part, to our unique business model.



what we do.

Budweiser Events Center, Loveland, CO



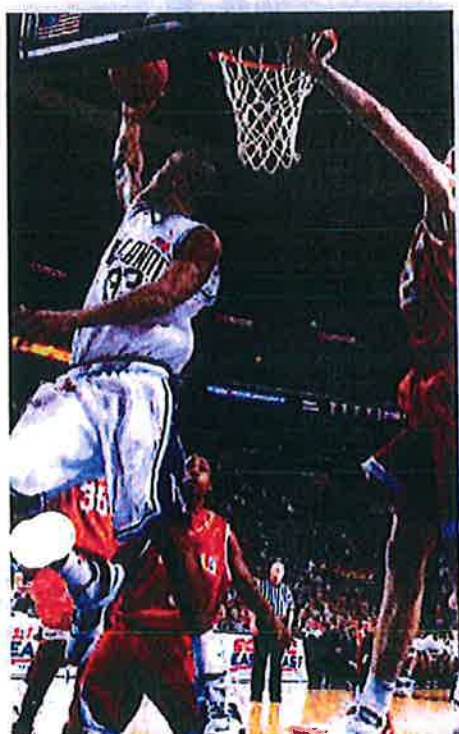
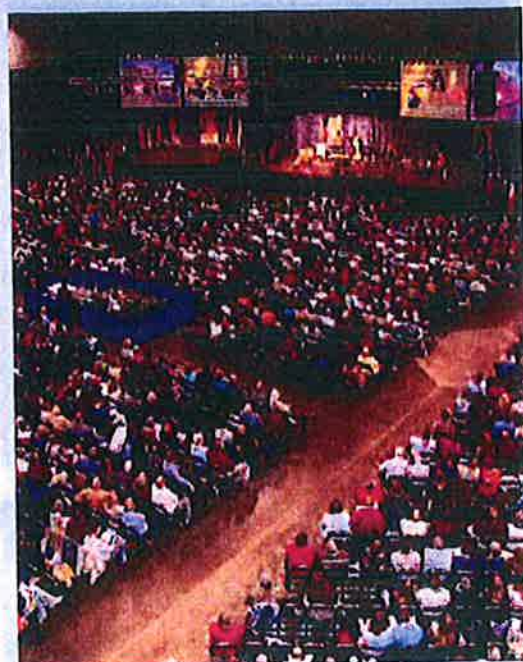
Global Spectrum manages, markets, and operates...

- Arenas
- Convention Centers
- Stadiums
- Exhibition Centers
- Ice Facilities
- Fairground Venues
- Theaters

Global Spectrum books events and welcomes all promoters and event organizers as part of our "open building" philosophy.

what we deliver.

- More events
- Higher customer spending
- Better bottom lines through controlled costs
- Greater attendance
- Industry leading customer service
- Comprehensive corporate support



"The South Okanagan Event Centre in Penticton is the single largest project ever undertaken in its 100 year history. The Event Centre will also enable the City to explore other new and exciting revenue generating opportunities.

Global Spectrum was selected to manage the facilities because of the impressive credentials to deliver a quality product for both the convention and entertainment businesses. Global Spectrum has exceeded our expectations. Not only have they recruited top caliber staff to manage our facilities, they have delivered on their commitment to provide corporate support and expertise for pre-opening services to enable us to keep our project on track and within budget allowances."

Jack Kler
Director of Corporate Services
City of Penticton

What makes us unique.

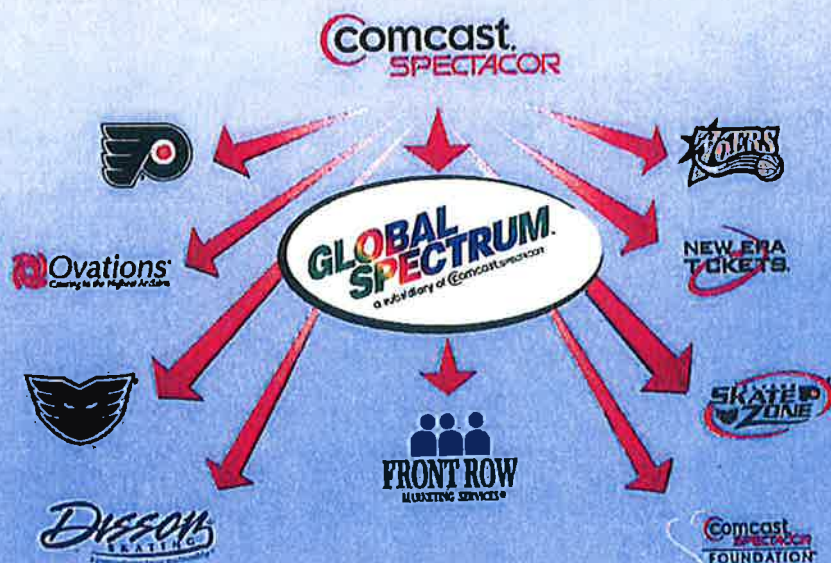
One of our most unique characteristics is our relationship with our parent company, Comcast-Spectacor. In addition to its numerous other entities, Comcast-Spectacor owns *Ovations Food Services* (ovationsfoodservices.com), *New Era Tickets* (neweratickets.com), and *Front Row Marketing Services* (frontrow-marketing.com). The services these entities provide are available to Global Spectrum clients, creating a synergy that ultimately benefits you.

We maximize revenue potential and attract greater numbers of attendees at the venues we manage — whether it's creating naming rights and sponsorship opportunities with Front Row Marketing, establishing new revenue sources through concessions improvements and upgrades with Ovations Food Services, or engaging in out-of-the-box thinking about new ticketing and technology breakthroughs with New Era Tickets.



While many of our customers also want Global Spectrum to engage the services of these other Comcast-Spectacor companies, we all stand alone when necessary but still offer great value-added services to clients. Therefore, even if a venue has existing commitments, the resources of Comcast-Spectacor provide tremendous added value.

Organizational Chart.



our management team.

One of the reasons behind our success is our senior management team; Comcast-Spectacor Chairman Ed Snider, Comcast-Spectacor President and Global Spectrum Chairman Peter A. Luukko, Global Spectrum Chief Operating Officer John Page, and Global Spectrum Senior Vice President Frank E. Russo, Jr. The group represents the most knowledgeable, experienced, and professional executives in the venue management business.



John Page




Frank E. Russo, Jr.



spanning the globe.

In addition to the United States and Canada, Global Spectrum has expanded its international presence to Asia. The company was selected for one of the biggest public facility projects ever – the \$1.25 billion Singapore Sports Hub. Global Spectrum's expertise in facility management was recognized and utilized by the consortium that will design, finance, build, and manage the project, which is being called "Premiere Park." It will feature among its aspects a 55,000-seat multi-purpose stadium. Global Spectrum also is aggressively pursuing new public assembly facility projects in Europe, Southeast Asia, and Russia.

**GLOBAL
SPECTRUM
ASIA**

In association with  pico

**GLOBAL
SPECTRUM**
Facility Management



Rendering of Premiere Park in Singapore

"We are most pleased with the partnership that has been forged with Global Spectrum – both during the pre-opening phase as well as during the first year of building operations. They have interacted well with all University constituencies – from the City of Coral Gables to University staff and, most importantly, student groups."

– Mel Tonon
Assistant Vice President
of Auxiliary Services
University of Miami, FL



who hires us.

Our clients include:

- Government officials
 - Federal, State, County, and Local
 - Public authorities and commissions
- Colleges and universities
- Sports teams
- Non-Profit organizations
- Fairground associations
- Real estate developers

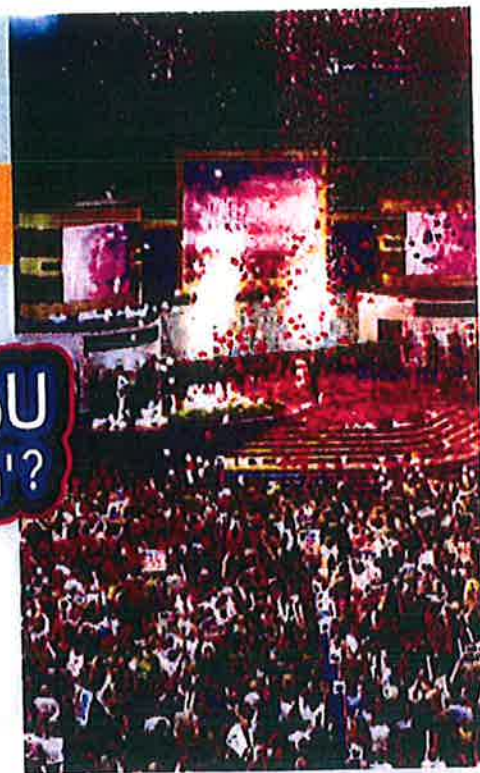
what can we do for you?

why clients hire us.

Our clients benefit from our success in the private management field, as well as from the numerous national and regional corporate resources we possess.

- Network of Global Spectrum facilities cooperates to generate much higher levels of event booking and attendance
- Better rental deals
- More efficient operations
- Better asset protection
- More business-oriented operating policies and procedures
- Dynamic sales and marketing capabilities
- Unique and well-recognized customer service program
- Leverage to successfully book events in highly competitive markets
- Growth opportunities for existing employees
- Ability to implement certain changes often difficult for owners to achieve on their own

how YOU
do it?



our history.

Under the leadership of Mich Sauers, Global Spectrum began operations in 1994 as Globe Facility Services in Tampa, FL. In January 2000, a majority interest in Globe Facility Services was acquired by Comcast-Spectacor, creating one of the leading and best financially resourced private management companies in the industry.

Did you know...

- Comcast-Spectacor owns three professional sports teams: the Philadelphia Flyers (NHL), Philadelphia 76ers (NBA), Philadelphia Phantoms (AHL)
- Comcast-Spectacor annually produces 10 nationally televised ice skating spectacles on the NBC television network through a partnership with Disson Skating
- Comcast-Spectacor is involved in regional sports programming through ownership of Comcast SportsNet



Mich Sauers

Mich Sauers, Senior Vice President of Business Development, Comcast-Spectacor, works closely with Global Spectrum to develop business opportunities, along with coordinating synergies associated with other Comcast-Spectacor companies (Front Row Marketing Services, Ovations Food Services, and New Era Tickets) to the advantage of our clients.



what we offer.

Global Spectrum typically serves as an agent for venue owners. We implement their policies in a more effective and productive manner, allowing them to focus on their core business or service. Our customized "management, marketing, and operational" solutions include the following key areas.

ADMINISTRATION AND FINANCE

- Accounting
- Accounts payable/receivable
- Annual audits
- Budgeting
- Capital improvement programming
- Cash management, rolling forecasts and flash reports
- Event settlements
- Financial controls and reporting
- Fixed asset inventory and control
- Human Resources administration
- Information Technology (IT)
- Internal audits
- Investments and banking relations
- Labor negotiations/relations
- Payroll
- Purchasing
- Risk management/insurance



BOOKING AND SCHEDULING OF EVENTS - SALES AND MARKETING

- Advertising signage sales
- Barter/trade agreements
- Community and media relations
- Facility advertising and marketing
- Group ticket sales
- Marketing and promotion of events
- Marketing surveys and research
- Sale of naming and beverage pouring rights, premium seats (suites and club seats), advertising signage, sponsorships, memorial gifts, branding relationships, and other commercial rights opportunities
- Website development and management

PRE-OPENING (DESIGN/BUILD) CONSULTING

- Facility management, marketing, and operational start-up
- Operational design and construction review analysis
 - Evaluation of architectural plans
 - Development of comprehensive programming requirements for all potential events
 - Ongoing coordination with design/build team
 - Furniture, Fixtures and Equipment (FF&E)

Fargodomo, Fargo, ND



OPERATIONS AND ENGINEERING

(Back of house operations)

- ADA compliance
- Building signage
- Capital Improvement programs (FF&E)
- Changeover
- Electro-mechanical maintenance (preventive and repairs)
- Events management
- Exterior landscaping
- Green building (environmentally friendly, energy efficient)
- HVAC/utility management
- Housekeeping and janitorial maintenance
- Labor management
- OSHA compliance
- Parking
- Recycling and conservation
- Repairs and maintenance
- Security/emergency planning and evacuation procedures
- Snow and trash removal
- Stage, lighting and sound technology
- Warranty management

TICKETING SERVICES AND BOX OFFICE MANAGEMENT

- Daily sales reports and controls
- Event information to the ticket-buying public
- Event settlements
- Services to patrons with disabilities or special needs
- Supervision of ticketing service contractors
- VIP Services

MANAGEMENT OF ANCILLARY SERVICES (includes supervision of third party contractors)

- Business services/rentals to tenants
- Food and beverage (concessions and catering)
- Guest services
- Merchandising/novelties
- Parking
- Premium seating management and services



GLOBAL SPECTRUM'S FACILITY CONSULTING SERVICES DIVISION

This Division provides stand-alone facility planning, operations, and procurement consulting services. Michael Ahearn, Vice President of Operations, heads the division and is assisted by Dan Rubino, Director of Projects. These professionals have considerable expertise in the functional design and construction of new public assembly facilities, as well as facility renovations, repairs, expansions, and general improvements. Global Spectrum is able to provide its clients with the most up-to-date design considerations to ensure that their facility will be successful, efficient, and user-friendly.



Dan Rubino and Michael Ahearn reviewing floorplans.

CONVENTION CENTER DIVISION

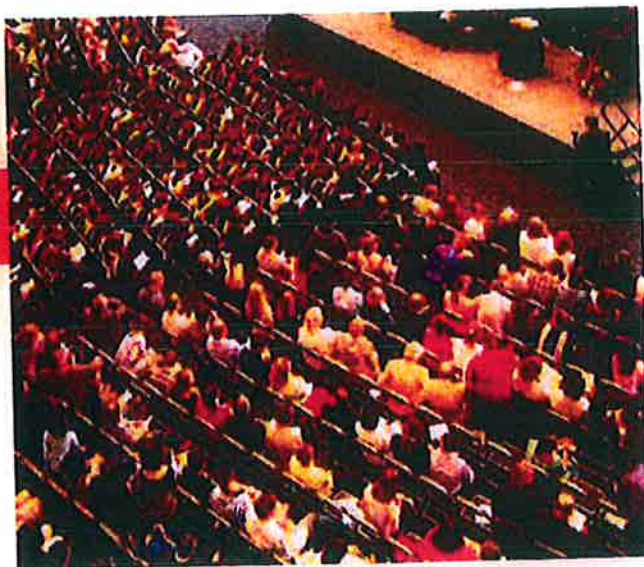
Under the guidance of Tom Mobley, Senior Vice President of Convention Centers, this division is responsible for leveraging Global Spectrum's convention and exposition industry relationships to the advantage of existing facilities. Our Convention Center Division provides the expertise to attract additional events and shows to Global Spectrum Convention Centers.



Tom Mobley

five core goals.

What sets Global Spectrum apart from all of its competitors are five core values that we pursue on behalf of our clients because these values are so important to the success of their facilities.



1. WE GENERATE MORE EVENTS



2. WE INCREASE ATTENDANCE



3. WE INCREASE CUSTOMER SPENDING



4. WE OFFER GREAT CUSTOMER SERVICE & CLIENT SATISFACTION



5. WE MANAGE & CONTROL EXPENSES



work with us.

If you want to optimize bottom line performance of your venue, we can help.

Let us put our extraordinary resources, experience, and history of success to work for you. It'll make a world of difference for your venue.



Arenas

		Capacity
⑤ Abbotsford Entertainment & Sports Centre	Abbotsford, BC, Canada	8,500
⑤ BankUnited Center at the University of Miami	Coral Gables, FL	7,200
⑤ Budweiser Events Center at the Ranch	Loveland, CO	7,200
⑤ Central Pavilion Arena	Corpus Christi, TX	4,000
⑤ Chaifetz Arena at Saint Louis University	St. Louis, MO	10,600
⑤ Comcast Arena at Everett	Everett, WA	10,000
⑤ Curry County Events Center	Clovis, NM	6,500
⑤ Ed Fry Arena at Indiana University of Pennsylvania	Indiana, PA	5,000
⑤ EnCana Events Centre	Dawson Creek, BC, Canada	6,500
⑤ General Motors Centre	Oshawa, ON, Canada	6,400
⑤ Glens Falls Civic Center	Glens Falls, NY	7,000
⑤ James Brown Arena	Augusta, GA	8,700
⑤ James L. Knight International Center	Miami, FL	5,000
⑤ John Labatt Centre	London, ON, Canada	10,000
⑤ MassMutual Center (Arena)	Springfield, MA	6,677
⑤ Old Dominion University Constant Convocation Center	Norfolk, VA	9,500
⑤ Pentticon Memorial Arena	Pentticon, BC, Canada	2,500
⑤ Roanoke Civic Center Coliseum	Roanoke, VA	10,500
⑤ Santa Ana Star Center	Rio Rancho, NM	8,000
⑤ Sears Centre Arena	Hoffman Estates, IL	11,800
⑤ Singapore Sports Hub MPA	Singapore	3,000
⑤ South Okanagan Event Centre	Pentticon, BC, Canada	6,500
⑤ Sun National Bank Center	Trenton, NJ	10,500
⑤ Temple University Liacouras Center	Philadelphia, PA	10,000
⑤ Tsongas Center at UMass Lowell*	Lowell, MA	7,800
⑤ University of Central Florida UCF Arena	Orlando, FL	10,000
⑤ University of Massachusetts Mullins Center	Amherst, MA	10,000
⑤ University of Rhode Island Ryan Center	Kingston, RI	7,700
⑤ University of South Carolina Aiken Convocation Center	Aiken, SC	4,000
⑤ University of South Carolina Colonial Life Arena	Columbia, SC	18,000
⑤ Veterans Memorial Auditorium	Des Moines, IA	11,277
⑤ Wachovia Center	Philadelphia, PA	21,000
⑤ Wells Fargo Arena	Des Moines, IA	16,980
⑤ WFCU Centre	Windsor, ON, Canada	7,000
⑤ Wolstein Center at Cleveland State University*	Cleveland, OH	14,000
Total Arenas Managed: 35		Total Seats: 309,334

Convention & Exhibition Centers

		Actual Sq. Ft. Exhibit Space
⑤ Century Center	South Bend, IN	61,600
⑤ Cherokee Strip Conference Center	Enid, OK	22,000
⑤ Clovis Civic Center	Clovis, NM	30,000
⑤ Conference Center Niagara Falls	Niagara Falls, NY	42,700
⑤ Duke Energy Center	Cincinnati, OH	298,672
⑤ Edward D. Hansen Conference Center	Everett, WA	13,700
⑤ First National Bank Exhibition Building	Loveland, CO	36,000
⑤ Gerald H. Gordon Conference Pavilion*	Cleveland, OH	10,000
⑤ Greater Richmond Convention Center	Richmond, VA	260,550
⑤ Hy-Vee Hall	Des Moines, IA	223,098
⑤ Las Cruces Center	Las Cruces, NM	30,000
⑤ MassMutual (Convention Center)	Springfield, MA	55,000
⑤ Miami Convention and Conference Center	Miami, FL	76,000
⑤ Miami Beach Convention Center	Miami Beach, FL	502,000
⑤ North West Georgia Trade and Convention Center	Dalton, GA	58,900
⑤ Ortiz International Center	Corpus Christi, TX	35,000
⑤ Overland Park Convention Center	Overland Park, KS	100,000
⑤ Palm Beach County Convention Center	West Palm Beach, FL	148,000
⑤ Pentticon Trade & Convention Centre	Pentticon, BC, Canada	60,000
⑤ Polk County Convention Complex	Des Moines, IA	60,422
⑤ Pueblo Convention Center	Pueblo, CO	22,000
⑤ Richard M. Borchard Exhibition Complex	Corpus Christi, TX	178,077
⑤ Roanoke Special Events Center	Roanoke, VA	46,000
⑤ Saint Charles Convention Center	Saint Charles, MO	56,925
⑤ Sioux Falls Convention Center	Sioux Falls, SD	50,000
⑤ University of Phoenix Stadium Exhibit Hall	Glendale, AZ	160,000
Total Convention Centers Managed: 26		Total Exhibit Space Managed: 2,636,644

* Awarded management agreement. Contract negotiations underway.

Revised: Jun-10

Stadiums

		Capacity
① AutoZone Park	Memphis, TN	14,320
① Citizens Bank Park	Philadelphia, PA	43,500
① Fairgrounds Field	Corpus Christi, TX	4,500
① FARGODOME	Fargo, ND	26,000
① Old Dominion University Foreman Field	Norfolk, VA	20,000
① PPL Park	Chester, PA	26,000
① Singapore National Stadium	Singapore	55,000
① Singapore Indoor Stadium	Singapore	12,000
① University of Phoenix Stadium	Glendale, AZ	63,000
① Zayed Sports City Stadium	Emirate of Abu Dhabi	65,000
① William-Brice Stadium at University of South Carolina**	Columbia, SC	80,000

** Non-football events

Total Stadiums Managed: 11

Total Seats: 409,320

Performing Arts Centers/Theaters

		Capacity
① Byron Carlyle Theatre	Miami Beach, FL	304
① Colony Theatre	Miami Beach, FL	440
① Lincoln Theatre	Miami Beach, FL	704
① Roanoke Performing Arts Theatre	Roanoke, VA	2,151
① Sandler Center for the Performing Arts	Virginia Beach, VA	1,300
① The Venue at UCF	Orlando, FL	1,800
① William B. Bell Auditorium	Augusta, GA	2,700

Total Performing Arts Centers/Theatres Managed: 7

Total Seats: 9,399

Ice Facilities

		Capacity
① Comcast Community Ice Rink	Everett, WA	n/a
① General Motors Centre Community Ice Rink	Oshawa, ON, Canada	250
① OHS Training Center	Penticton, BC, Canada	400
① University of Massachusetts Mullins Ice Rink	Amherst, MA	350
① University of Rhode Island Bradford R. Boss Arena	Kingston, RI	2,500

Total Ice Facilities Managed: 5

Total Seats: 3,500

Specialized Venues

① Curry County Fairgrounds	Clovis, NM	3,500-seat/71,656 sq. ft. Fairgrounds
① Mountain Winery (Amphitheatre)	Saratoga, CA	2,500-seat Amphitheatre
① Richard M. Borchard Fairgrounds	Corpus Christi, TX	1,000-seat/60,000 sq. ft. Fairgrounds
① Old Falls Street at the Conf. Ctr. Niagara Falls	Niagara Falls, NY	Retail and Entertainment District
① Philly Live! at the Wachovia Center	Philadelphia, PA	Retail and Entertainment District

Total Specialized Venues Managed: 5

GLOBAL SPECTRUM

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global-spectrum.com

Business Development Office
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ATTACHMENT F

Staffing Guideline Matrix

BankUnited Center Complex (BUCC)
Event Management and Security Plan
Staffing Guideline

STAFFING GUIDELINES

	Events without alcohol Interior						Events with alcohol Interior					
	Security & Event Staffing		Pre-event/event		Post-event		Security & Event Staffing		Pre-event/event		Post-event	
Small Event (2,000 or less)	Total		Security	Police	EMS	Security	Total		Security	Police	EMS	Security
Medium Event (2,001 to 5,000)	25 to 30	26	0 to 4	0	0	26	38 to 40		32	2 to 5	3	32
Large Event (over 5,000)	37 to 43	37	0 to 6	*	3	37	51 to 54		44	4 to 7	3	44
	51 to 56	47	0 to 9	3	47	49	65 to 81		55	7 to 13	3	55
*EMS requirement consisting of one vehicle with 3 paramedics (if any required) will be determined during the pre-event meeting												

	Events without alcohol Exterior						Events with alcohol Exterior					
	Parking and Police Staffing		Pre-event/event		Post-event		Parking and Police Staffing		Pre-event/event		Post-event	
Small Event (2,000 or less)	Total		Police	Parking	Total	Police	Total		Police	Parking	Police	Parking
Medium Event (2,001 to 5,000)	13	9	4	9	13	4	11 to 14		2 to 5	9	2 to 5	9
Large Event (over 5,000)	22	14	8	14	22	8	21 to 24		7 to 10	14	7 to 10	14
	31	18	13	18	31	13	26 to 34		8 to 10	18	10 to 16	18

Total Staffing Interior & Exterior												
	Events without alcohol						Events with alcohol					
	Security, Event, Parking, & Police Staffing		Pre-event/event		Post-event		Security, Event, Parking, & Police Staffing		Pre-event/event		Post-event	
Small Event (2,000 or less)	Total		Security	Police	EMS	Security	Total		Security	Police	EMS	Security
Medium Event (2,001 to 5,000)	39 to 43	26	4 to 8	9	0	39	49 to 54		32	4 to 10	3	32
Large Event (over 5,000)	59 to 65	37	8 to 14	14	*	59	72 to 78		44	11 to 17	3	44
	82 to 87	47	17 to 22	18	3	78	91 to 115		55	15 to 23	3	55

NOTES:
 Other security issues may require additional security and/or EMS personnel
 Certain smaller events could allow for a reduction to the required traffic posts
 EMS unit shall consist of one emergency ambulance vehicle and 3 paramedics

ATTACHMENT G

Keith and Schnars Corporate Information/ Client List



KEITH and SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS

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ABOUT US

Representing the continuation of historic firms dating to 1929, **Keith and Schnars** was Incorporated in 1972. The firm is currently a full-service engineering, planning, and surveying firm. Our services include: civil and structural engineers; transportation planners; construction inspection specialists; urban designers; environmental engineers; landscape architects; graphic designers; computer and systems analysts; and a whole range of technical and administrative support services.

Our offices throughout Florida are supported by 11 different service divisions, so no matter the scale or complexity of the project, we can provide the know-how needed to get the job completed on time and within budget.

Our Clients

Our client base at Keith and Schnars is extremely diversified. Our clientele includes private developers, municipalities, contractors, and companies, state agencies, and an impressive number of County governments. The abbreviated listing of our long-term clients below is an indication of the importance we place on maintaining relationships.

- Manatee County (2003-Present)
- City of Fort Lauderdale (2002 - Present)
- City of Port St. Lucie (2002 - Present)
- South Florida Water Management District (2002 - Present)
- City of Haines City (2002 - Present)
- City of Kissimmee (2001-Present)
- St. Lucie County (2000-Present)
- Hardee County (1999-Present)
- Polk County Natural Resources Division (1999-Present)
- Polk County Utilities Division (1997 - Present)
- City of Sebring (1995- Present)
- City of Boca Raton (1995 - Present)
- Polk County Transportation Department (1994-Present)
- Florida Department of Transportation District 1 (1993 - 2006)
- Florida Department of Transportation District 2 (1993 - Present)
- Florida Department of Transportation District 7 (1993 - 2003)
- CF Industries (1988 - Present)
- City of Lakeland (1985 - Present)

Peer Recognition and Awards

At Keith and Schnars, our firm-wide commitment to customer service and high professional standards has earned us peer and industry recognition. For instance, this year the **Florida Chapter of American Planning Association** selected a **Keith and Schnars** project, the **South Florida Watershed Study and Plan**, for the prestigious **2007 FAPA Award of Excellence**. Last year Keith and Schnars was awarded the **FTBA Best in Construction Awards**, McGraw-Hill Companies, publisher of *Business Week Magazine*, selected Keith and Schnars as one of the nation's **Top 500 engineering firms**, *Florida Business Journal* nominated Keith and Schnars as one of the finalists in this year's **Business of the Year Awards**. We also took home the **Places to Work Award** and a **"Spirit of the Family Award"** at this year's **"Success Rally"** in the City of Lakeland, an event co-sponsored by the **Workforce 2020** and the **United Way of Central Florida**. Below, we list some of our other recent peer awards.

- South Florida Business Journal, Finalist, *Business of the Year Award*, 2005.
- Polk Works Workforce 2020, *Best Places to Work Award*, 2005.
- South Florida Business Journal, Finalist, *Business of the Year Award*, 2004.
- Road and Bridges Magazine, *Top 10 Bridge Project*, Evans Crary Senior Bridge Project, Stuart, Florida, 2001.
- Florida Nurserymen & Grower's Association, *State Award of Excellence*, News/Sun-Sentinel Production Facility, Deerfield Beach, 2000.

- Florida Nurserymen & Growers Association, *Award for Excellence*, Publix Supermarkets General Merchandise Warehouse Facility, Florida, 2000.
- American Planning Association, *Outstanding Planning Project*, SR 26/26A Corridor Planning Study, Gainesville, Florida, 2000.
- Florida Department of Transportation (FDOT), A.P. "Pat" Bolton Award, SR 15/US 17 Milling and Resurfacing Project, Clay County, 1999.
- Florida Transportation Builders Association (FTBA), *Award for Alternative Contracting*, US 1 Bridge Replacement Project, Duval County, 1999.
- Asphalt Contractors Association, *Excellence in Paving Award*, SR 5/US 1 Mill and Resurface Project, Duval County, 1999.

As these awards indicate, we are a firm dedicated to our staff, to our communities, and to providing high quality consulting services in a wide range of disciplines.

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ATTACHMENT H

Parking and Traffic Management Program, March 19, 2003 prepared by Jackson
M. Ahlstedt, P.E. Keith and Schnars, P.A.

(PREVIOUSLY SUBMITTED)

Appendix 8

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2007-16

AN ORDINANCE OF THE CITY COMMISSION APPROVING TWENTY-TWO (22) SEPARATE AMENDMENTS TO THE UNIVERSITY OF MIAMI CAMPUS AREA DEVELOPMENT (UMCAD) MASTER PLAN PURSUANT TO SECTION 4-202 OF THE ZONING CODE; INCLUDING CONDITIONS OF APPROVAL; PROVIDING A REPEALER PROVISION, A SAVINGS CLAUSE AND SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. THE PROPOSED AMENDMENTS ARE INCLUDED IN THE UNIVERSITY'S 2006 ANNUAL REPORT AND ARE LOCATED THROUGHOUT THE CAMPUS, AND INCLUDE THE FOLLOWING:

- H1. RETAIN THE JERRY HERMAN THEATRE COMPLEX.
- H2. RENOVATION AND EXPANSION OF THE NORMAN A. WHITTEN UNIVERSITY CENTER, DEMOLITION OF CHARLES A. GAUTHIER HALL "RATHSKELLER", AND A NEW STUDENT ACTIVITY CENTER.
- H3. COMBINED OTTO G. RICHTER LIBRARY AND LAW SCHOOL ADDITION AND DECREASE IN COMBINED TOTAL BUILDING AREA.
- H4. MODIFICATION OF ASHE ENROLLMENT ADDITION, AND INCREASE OF BUILDING AREA AND RENAMING OF THE PROJECT INTERACTIVE SCIENCE CENTER AND ENGINEERING RESEARCH PHASE II.
- H5. BOTANY GREENHOUSE RELOCATION AND CHANGE TO NON FAR AND NEW SURFACE PARKING.
- H6. ART BUILDING 1 PARTIAL RESTORATION/REPLICATION.
- H7. DEMOLITION AND REPLACEMENT OF WHITTEN LEARNING CENTER.
- H8. INCREASED BUILDING AREA OF MIGUEL B. FERNANDEZ FAMILY ENTREPRENEURSHIP BUILDING AT THE SCHOOL OF BUSINESS ADMINISTRATION, RESIDENTIAL AND ACADEMIC SITE PHASE I; MIGUEL B. FERNANDEZ FAMILY ENTREPRENEURSHIP BUILDING AT THE SCHOOL OF BUSINESS ADMINISTRATION, RESIDENTIAL AND ACADEMIC SITE PHASE II; AND DEMOLITION OF BEHAVIORAL MEDICINE RESEARCH INSTITUTE.
- H9. LOWE ART MUSEUM ADDITION SITE.
- H10. LAKEVIEW STUDENT HOUSING I AND II SITES.
- H11. PAVIA PARKING GARAGE ADDITION; MERRICK PARKING GARAGE SITE; AND RELOCATION OF PORTION OF NORTH SOUTH CENTER DEVELOPMENT ZONE PROJECT; AND DEMOLITION OF THE WRITING CENTER.
- H12. THEATER SITE CHANGE AND INCREASE IN BUILDING AREA.
- H13. ART & ARCHITECTURE COLLEGE ACADEMICS FACILITY; AND ART AND ARCHITECTURE RESIDENTIAL COLLEGE; AND CONVOCATION/STUDENT PARKING GARAGE NEW SITES; AND MUSEUM AND UNIVERSITY HALL SITE CHANGES AND DECREASES IN BUILDING AREA.
- H14. BANK UNITED CONVOCATION CENTER PARKING GARAGE SITE RELOCATION; AND BASKETBALL PRACTICE FACILITY.
- H15. SERPENTINE PARKING LOT INTERIM EXPANSION; AND DICKINSON DRIVE REALIGNMENT.
- H16. DICKINSON STUDENT HOUSING SITE AND DICKINSON RESIDENTIAL PARKING GARAGE SITE.

- H17. WELLNESS CENTER ADDITION SITE.
- H18. HECHT CENTER ADDITION SITE AND DEMOLITION OF KEARNS SPORTS HALL OF FAME; AND EXPANSION OF COBB TRACK AND FIELD FACILITY.
- H19. ALEX RODRIGUEZ PARK AT MARK LIGHT FIELD REDUCED FROM ADOPTED MASTER PLAN; AND DEMOLITION OF BASEBALL MEDIA BUILDING.
- H20. ROBERT AND JUDI PROKOP NEWMAN ALUMNI CENTER SITE; BRESCIA SURFACE PARKING LOT; AND DEMOLITION OF DANCE STUDIO/THEATER ARTS BUILDING, THE ALUMNI HOUSE, AND THE MARION AND ED LAU FOUNDER'S CLUB BUILDING.
- H21. CENTER FOR MUSIC LEARNING AND LEADERSHIP AT THE FROST SCHOOL OF MUSIC; NEW ACADEMIC FACILITY REPLACEMENT; AND DEMOLITION OF ARNOLD VOLPE MUSIC BUILDING, BERTHA FOSTER MEMORIAL MUSIC BUILDING AND REHEARSAL CENTER; AND DELETION OF STUDENT SERVICES FACILITY FROM THE ADOPTED LOCATION.
- H22. INTERACTIVE SCIENCE CENTER AND COLLEGE OF ENGINEERING RESEARCH PHASE I MODIFICATION OF FOOTPRINT AND INCREASE OF BUILDING AREA.

WHEREAS, Article IX of the previous "Zoning Code" entitled "Planned Area Development," was amended by Ordinance No. 2828 on March 7, 1989 by adding provisions pertaining to the "University of Miami Campus Area Development" (UMCAD), to regulate the development of the University of Miami; and

WHEREAS, the University of Miami Master Plan was approved by Ordinance No. 2964 on December 10, 1991, pursuant to the requirements of the "Zoning Code" (UMCAD); and

WHEREAS, Section 4-202 of the current "Zoning Code" (UMCAD) requires that an Annual Report be submitted by the University to update and document any proposed changes to its Master Plan, and pursuant to this requirement the 2006 Annual Report of the University of Miami Campus Master Plan has been submitted by the University to the City of Coral Gables; and

WHEREAS, the University of Miami has submitted within the 2006 Annual Report the UMCAD 2006 Amendment application to the City of Coral Gables proposing the following twenty-two (22) amendments to the approved UMCAD Master Plan being considered by this ordinance:

- H1. Retain the Jerry Herman Theatre Complex.
- H2. Renovation and Expansion of the Norman A. Whitten University Center, Demolition of Charles A. Gauthier Hall "Rathskeller", and a new Student Activity Center.
- H3. Combined Otto G. Richter Library and Law School Addition and Decrease in Combined Total Building Area.
- H4. Modification of Ashe Enrollment Addition, and Increase of Building Area and renaming of the project Interactive Science Center and Engineering Research Phase II.
- H5. Botany Greenhouse Relocation and Change to Non FAR and New Surface Parking.
- H6. Art Building 1 Partial Restoration/Replication.
- H7. Demolition and Replacement of Whitten Learning Center.

- H8. Increased Building Area of Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase I; Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase II; and Demolition of Behavioral Medicine Research Institute.
- H9. Lowe Art Museum Addition Site.
- H10. Lakeview Student Housing I and II Sites.
- H11. Pavia Parking Garage Addition; Merrick Parking Garage Site; and Relocation of Portion of North South Center Development Zone Project; and Demolition of the Writing Center.
- H12. Theater Site Change and Increase in Building Area.
- H13. Art & Architecture College Academics Facility; and Art and Architecture Residential College; and Convocation/Student Parking Garage New Sites; and Museum and University Hall Site Changes and Decreases in Building Area.
- H14. Bank United Convocation Center Parking Garage Site Relocation; and Basketball Practice Facility.
- H15. Serpentine Parking Lot Interim Expansion; and Dickinson Drive Realignment.
- H16. Dickinson Student Housing Site and Dickinson Residential Parking Garage Site.
- H17. Wellness Center Addition Site.
- H18. Hecht Center Addition Site and Demolition of Kearns Sports Hall of Fame; and Expansion of Cobb Track and Field Facility.
- H19. Alex Rodriguez Park At Mark Light Field Reduced from Adopted Master Plan; and Demolition of Baseball Media Building.
- H20. Robert and Judi Prokop Newman Alumni Center Site; Brescia Surface Parking Lot; and Demolition of Dance Studio/Theater Arts Building, the Alumni House, and the Marion and Ed Lau Founder's Club Building.
- H21. Center for Music Learning and Leadership at the Frost School of Music; New Academic Facility Replacement; and Demolition of Arnold Volpe Music Building, Bertha Foster Memorial Music Building and Rehearsal Center; and Deletion of Student Services Facility from the adopted location.
- H22. Interactive Science Center and College of Engineering Research Phase I modification of footprint and increase of Building Area.

WHEREAS, the University has proffered various improvements and agreed to conditions to mitigate the potential impact of the proposed amendments to the approved UMCAD Master Plan, and the University has agreed to conditions of approval as outlined and provided herein; and

WHEREAS, after notice duly published, a public hearing was held before the Planning and Zoning Board on January 10, 2007, at which hearing all interested persons were afforded the opportunity to be heard, and the Board recommended that the proposed UMCAD 2006 Amendments, which included twenty-five (25) amendments (on file in the Planning Department, date stamped January 2, 2007) be denied (Vote: 7-0); and

WHEREAS, the University revised the UMCAD 2006 Amendment application following the public hearing before the Planning and Zoning Board by reducing the number of amendments from the originally proposed twenty-five (25) amendments to the current twenty-two (22) amendments as identified and described herein; and

WHEREAS, the University as a part of the revision to the UMCAD 2006 Amendment application following the public hearing before the Planning and Zoning Board withdrew the following amendments:

- Construction of a New School of Music West Parking Garage.
- Relocation of the School of Education; Demolition of Mary B. Merritt Panhellenic Building; and Construction of New East Parking Garage.
- Reduction of campus setbacks along Ponce de Leon Boulevard.
- Amendments to UMCAD Master Plan Design Manual.; and

WHEREAS, the City Commission after due consideration at its regular meeting of February 27, 2007 approved the proposed UMCAD 2006 Amendment revised application with conditions on first reading (vote: 5-0) as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The Planning Department presented the below listed “Findings of Facts” to the City Commission on February 27, 2007 for each “H” Amendment of the UMCAD 2006 Application. The City Commission after securing public input and testimony and completing discussion and deliberation provided the following “Findings of Facts” of each “H” Amendment of the UMCAD 2006 Application (refer to the Recommended Conditions of approval on pages 26 – 43 of this Ordinance for each “H” Amendment):

H1. Modification of Previously Approved Demolition of Jerry Herman Theater

Description: The approved UMCAD provided for the demolition of the Jerry Herman Theater. The applicant requests that the Theater be retained which previously was requested to be demolished.

Discussion: While the theater is an existing condition and on its face poses no apparent threat to the City and its neighborhoods, the location and access of the theater are in close proximity to San Amaro and adjacent single family residential neighborhoods. City Staff is concerned that the impacts of future use of the theater primarily in the context of other planned improvements in the immediate vicinity of the theater on San Amaro and the adjacent residential neighborhood are not addressed in the 2006 UMCAD amendment application submission.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed retention of the Jerry Herman Theater is consistent with the UMCAD regulations.
2. The proposed retention of the Jerry Herman Theater is compliant with the provisions of the City’s Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest, provided that parking and vehicular access to

- the theater do not adversely affect the function of San Amaro Drive.
3. The proposed retention of the Jerry Herman Theater satisfies the requirements and standards of the UMCAD regulations.
 4. The retention of the Jerry Herman Theater does not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment.
 5. The proposed retention of the Jerry Herman Theater is compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that parking and vehicular access to the theater do not adversely affect the function of San Amaro Drive.
 6. The proposed retention of the Jerry Herman Theater is desirable in terms of the public interest and the physical development of the City.
 7. The proposed retention of the Jerry Herman Theater is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan.

Recommendation: Proposed 2006 UMCAD Amendment H1 is recommended for approval with no conditions.

H2. Renovation and Expansion of the Norman A. Whitten University Center, Demolition of Charles A. Gauthier Hall "Rathskeller", and new Student Activity Center.

Description: Renovation and expansion of the Norman A. Whitten University Center (+31,000 SF), demolition of the Rathskeller, and construction of a new Student Activity Center (+108,000 SF).

Discussion: These improvements as indicated by the applicant are intended to improve the quality of student activity facilities on campus and to provide for additional "student demand for on campus facilities as a result of planned development of additional on campus student housing. While the improvements do not pose any apparent impact on the City and its neighborhoods, it is not apparent what parking or vehicle access, if any, would be associated with these improvements

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed student activity facilities are consistent with the UMCAD regulations, provided that any parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
2. The proposed student activity facilities are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest, provided that any parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
3. The proposed student activity facilities satisfy the requirements and standards of the UMCAD regulations, provided that any parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.

4. The proposed student activity facilities do not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that any parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro Drive as a residential address.
5. The proposed student activity facilities are compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that any parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro Drive as a residential address.
6. The proposed student activity facilities are desirable in terms of the public interest and the physical development of the City, provided that any parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
7. The proposed student activity facilities are consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that any parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.

Recommendation: Proposed 2006 UMCAD Amendment H2 is recommended for approval, subject to conditions.

H3. Combined Otto G. Richter Library and Law School Addition and Decrease in Combined Total Building Area.

Description: Combine Otto G. Richter Library and Law School addition into one project and decrease combined total building area (-35,000 SF).

Discussion: On its face, the combination of the Otto G. Richter Library and the Law School addition into a single project involving a reduction in the total square footage of the facilities makes sense. Nevertheless, the character and location of the project raise questions as to the trip generation characteristics of these facilities, *e.g.* law students rarely live on campus and are typically involved in off-campus activities. The traffic study which was a part of the 2006 UMCAD Amendment application submission materials does not address the trip generation, vehicular access or parking of these facilities which is of concern because of the proximity and accessibility of the proposed facilities to San Amaro and the absence of a functional internal circulation system which would provide access to and from these facilities to the core of the campus to the south of the [waterway] and to Ponce.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed combination of the Otto G. Richter Library and the Law School addition with a reduction in planned square footage are consistent with the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.

2. The proposed combination of the Otto G. Richter Library and the Law School addition with a reduction in planned square footage are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
3. The proposed combination of the Otto G. Richter Library and the Law School addition with a reduction in planned square footage satisfy the requirements and standards of the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
4. The proposed combination of the Otto G. Richter Library and the Law School addition with a reduction in planned square footage do not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
5. The proposed combination of the Otto G. Richter Library and the Law School addition with a reduction in planned square footage are compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
6. The proposed combination of the Otto G. Richter Library and the Law School addition with a reduction in planned square footage are desirable in terms of the public interest and the physical development of the City, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
7. The proposed combination of the Otto G. Richter Library and the Law School addition with a reduction in planned square footage are consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.

Recommendation: Proposed 2006 UMCAD Amendment H3 is recommended for approval, subject to conditions.

H4. Modification of Ashe Enrollment Addition, and Increase of Building Area and renaming of the project Interactive Science Center and Engineering Research Phase II.

Description: Relocate Ashe Enrollment Addition to adjacent site as a 4-5 story stand alone building, and increase from 30,000 SF to 96,000 SF (+ 66,000 SF).

Discussion The elimination of the proposed addition to the enrollment center does not impact on the City.

The proposed increase in the Interactive Science Center and Engineering Building to 145,000 square feet raises significant issues as a result of the location of the project north of the [waterway] and its proximity to residential areas. Although the University has planned an internal roadway which would provide access from Ponce to the area proposed for development from the south through the campus, the internal road way has not been constructed.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed elimination of the proposed addition to the enrollment center is consistent with the UMCAD regulations.
2. The proposed elimination of the proposed addition to the enrollment center is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and is an improvement which is in the public interest.
3. The proposed elimination of the proposed addition to the enrollment center meets the requirements and standards of the UMCAD regulations.
4. The elimination of the proposed addition to the enrollment center requires no public services and has no impact on vehicular traffic, designated common open areas, or light and air, recreation and visual enjoyment.
5. The proposed elimination of the proposed addition to the enrollment center is compatible with adjacent properties and neighborhoods outside of the UM Campus.
6. The proposed elimination of the proposed addition to the enrollment center is desirable in terms of the public interest and the physical development of the City.
7. The proposed elimination of the proposed addition to the enrollment center conforms with and is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan.
8. The proposed increase in the Interactive Science Center and Engineering Building is consistent with the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
9. The proposed increase in the Interactive Science Center and Engineering Building are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
10. The proposed increase in the Interactive Science Center and Engineering Building satisfy the requirements and standards of the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
11. The proposed increase in the Interactive Science Center and Engineering Building do not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that trip generation, parking and vehicular access associated

with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.

12. The proposed increase in the Interactive Science Center and Engineering Building are compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
13. The proposed increase in the Interactive Science Center and Engineering Building are desirable in terms of the public interest and the physical development of the City, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
14. The proposed increase in the Interactive Science Center and Engineering Building are consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.

Recommendation: Proposed 2006 UMCAD Amendment H4, modification of Ashe Enrollment Addition is recommended for approval.

Proposed 2006 UMCAD Amendment H4, proposed increase in the Interactive Science Center and Engineering Building is recommended for approval, subject to conditions.

H5. Botany Greenhouse Relocation and Change to non FAR and New Surface Parking.

Description: Relocation of Botany Greenhouse and elimination from FAR calculations (1,022 SF non-habitable structure), and new 115 space surface parking lot.

Discussion: On its face, the proposed amendment does not appear to impose any adverse conditions on adjacent neighborhoods and the City. However, given the location of the project in close proximity to San Amaro Drive and the residential neighborhood to the north it is possible that the proposed amendment, individually or cumulatively with other proposed amendments, could affect neighborhood interests depending on the functional characteristics of access and parking which are not explained in the materials which UM has submitted.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed relocation of the botany greenhouse, designation of the greenhouse as not constitute FAR square footage and the construction of a 115 space surface parking lot are consistent with the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.

2. The proposed relocation of the botany greenhouse, designation of the greenhouse as not constitute FAR square footage and the construction of a 115 space surface parking lot are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
3. The proposed relocation of the botany greenhouse, designation of the greenhouse as not constitute FAR square footage and the construction of a 115 space surface parking lot are satisfy the requirements and standards of the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
4. The proposed relocation of the botany greenhouse, designation of the greenhouse as not constitute FAR square footage and the construction of a 115 space surface parking lot are do not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
5. The proposed relocation of the botany greenhouse, designation of the greenhouse as not constitute FAR square footage and the construction of a 115 space surface parking lot are compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
6. The proposed relocation of the botany greenhouse, designation of the greenhouse as not constitute FAR square footage and the construction of a 115 space surface parking lot are desirable in terms of the public interest and the physical development of the City, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
7. The proposed relocation of the botany greenhouse, designation of the greenhouse as not constitute FAR square footage and the construction of a 115 space surface parking lot are consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.

Recommendation: Proposed 2006 UMCAD Amendment H5, relocation of the botany greenhouse and designation of the greenhouse as not constituting FAR square footage is recommended for approval.

Proposed 2006 UMCAD Amendment H5, the construction of a 115 space surface parking lot is recommended for approval subject to conditions.

H6. Art Building 1 Partial Restoration/Replication.

Description: Partial restoration of existing Art Building 1 (12,500 SF) and demolition of remaining portion (-14,223 SF).

Discussion: The Historical Resources Department has determined that the existing buildings are eligible for designation a local historic landmark and should be subject to a review by the Historic Preservation Board as to whether the buildings should be designated as a local historic landmark.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed partial restoration of the existing art buildings which would result in the demolition of 14,223 square feet are consistent with the UMCAD regulations, provided that the partial demolition/restoration complies with the requirements of Article 3, Division 11 (Historic Preservation Designations and Certificate of Appropriateness) of the Coral Gables Zoning Code.
2. The proposed partial restoration of the existing art buildings which would result in the demolition of 14,223 square feet are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest, provided that the partial demolition/restoration complies with the requirements of Article 3, Division 11 of the Coral Gables Zoning Code.
3. The proposed partial restoration of the existing art buildings which would result in the demolition of 14,223 square feet satisfy the requirements and standards of the UMCAD regulations, provided that the partial demolition/restoration complies with the requirements of Article 3, Division 11 of the Coral Gables Zoning Code.
4. The proposed partial restoration of the existing art buildings which would result in the demolition of 14,223 square feet do not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that the partial demolition/restoration complies with the requirements of Article 3, Division 11 of the Coral Gables Zoning Code.
5. The proposed partial restoration of the existing art buildings which would result in the demolition of 14,223 square feet are compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that the partial demolition/restoration complies with the requirements of Article 3, Division 11 of the Coral Gables Zoning Code.
6. The proposed partial restoration of the existing art buildings which would result in the demolition of 14,223 square feet are desirable in terms of the public interest and the physical development of the City, provided that the partial demolition/restoration complies with the requirements of Article 3, Division 11 of the Coral Gables Zoning Code.
7. The proposed partial restoration of the existing art buildings which would result in the demolition of 14,223 square feet are consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that the partial demolition/restoration complies with the requirements of Article 3, Division 11 of the Coral Gables Zoning Code.

Recommendation: Proposed 2006 UMCAD Amendment H6 is recommended for approval, subject to conditions.

H7. Demolition and Replacement of Whitten Learning Center.

Description: Demolition and Replacement of Whitten Learning Center.

Discussion: Demolition and replacement at same location and size (45,054 SF).

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed retention is consistent with the UMCAD regulations.
2. The proposed retention is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest, provided that parking and vehicular access to the theater do not adversely affect the function of San Amaro Drive.
3. The proposed retention satisfies the requirements and standards of the UMCAD regulations.
4. The retention does not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment.
5. The proposed retention is compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that parking and vehicular access to the theater do not adversely affect the function of San Amaro Drive.
6. The proposed retention is desirable in terms of the public interest and the physical development of the City.
7. The proposed retention is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan.

Recommendation: UMCAD 2006 Amendment H7 is approved with no conditions.

H8. Increased Building Area of Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase I; Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase II, and Demolition of Behavioral Medicine Research Institute.

Description: Two phase development involving a total of 348,878 square feet of residential and academic floor area. Increase combined building area (+175,148 SF/+700 students), including the demolition of the Behavioral Medicine Research Institute.

Discussion: The proposed two phase development of residential and academic floor area for the Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration are desirable improvements. The buildings are located in the campus core and are oriented towards the south away from residential neighborhoods. The development of on campus student housing is beneficial to the City in a number of ways, including commuter traffic to and from the campus. However, traffic study submitted by UM does not provide sufficient data with regard to trip generation

characteristics, parking and access to determine what modifications or mitigation are necessary to ensure compliance with the requirements for UMCAD amendments.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed two phase development of residential and academic floor area for the Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration is consistent with the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
2. The proposed two phase development of residential and academic floor area for the Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements is in the public interest, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
3. The proposed two phase development of residential and academic floor area for the Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration satisfies the requirements and standards of the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
4. The proposed two phase development of residential and academic floor area for the Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration does not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
5. The proposed two phase development of residential and academic floor area for the Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration is compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
6. The proposed two phase development of residential and academic floor area for the Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration is desirable in terms of the public interest and the physical development of the City, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
7. The proposed two phase development of residential and academic floor area for the Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.

Recommendation: Proposed 2006 UMCAD Amendment H8 is recommended for approval, subject to conditions.

H9. Lowe Art Museum Addition Site.

Description: Addition to the existing Lowe Art Museum (+10,000 SF).

Discussion: Although the addition to the Lowe Art Museum involves an increase in total square foot, given the location of the Museum in the UM Campus core and the nature of the use is unlikely to generate additional trips or adversely affect surrounding neighborhoods.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed addition to the Lowe Art Museum is consistent with the UMCAD regulations.
2. The proposed addition to the Lowe Art Museum is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and is an improvement which is in the public interest.
3. The proposed addition to the Lowe Art Museum meets the requirements and standards of the UMCAD regulations.
4. The addition to the Lowe Art Museum is makes adequate provision for public services, provides adequate control over vehicular traffic and provides for and protects designated common open areas, and further the amenities of light and air, recreation and visual enjoyment.
5. The proposed addition to the Lowe Art Museum is compatible with adjacent properties and neighborhoods outside of the UM Campus.
6. The proposed addition to the Lowe Art Museum is desirable in terms of the public interest and the physical development of the City.
7. The proposed addition to the Lowe Art Museum conforms with and is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan.

Recommendation: Proposed 2006 UMCAD Amendment H9 is recommended for approval, subject to conditions.

H10. Lakeview Student Housing I and II Sites.

Description: Two phase student housing development (+160,000 SF each / +320,000 SF total) and will house approximately 400 students each.

Discussion: The proposed two phase Lakeview Student Housing development are desirable improvements. The buildings are located in the campus core and are oriented towards the south away from residential neighborhoods. The development of on campus student housing is beneficial to the City in a number of ways, including commuter traffic to and from the campus. However, traffic study submitted by UM does not provide sufficient data with regard to parking and vehicular access to determine what

modifications or mitigation may be necessary to ensure compliance with the requirements for UMCAD amendments.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed two phase development of the Lakeview Student Housing facilities is consistent with the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
2. The proposed two phase development of the Lakeview Student Housing facilities is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements is in the public interest, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
3. The proposed two phase development of the Lakeview Student Housing facilities satisfies the requirements and standards of the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
4. The proposed two phase development of the Lakeview Student Housing facilities does not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
5. The proposed two phase development of the Lakeview Student Housing facilities is compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
6. The proposed two phase development of the Lakeview Student Housing facilities is desirable in terms of the public interest and the physical development of the City, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
7. The proposed two phase development of the Lakeview Student Housing facilities is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.

Recommendation: Proposed 2006 UMCAD Amendment H10 is recommended for approval, subject to conditions.

H11. Pavia Parking Garage Addition, Merrick Parking Garage Site, and relocation of a Portion of North South Center Development Zone Project; and Demolition of the Writing Center.

Description: Addition of two floors to the existing Pavia Parking Garage (304 parking spaces), construction of Merrick Parking Garage (871 parking spaces) and demolition of the Writing Center (-8,375 SF).

Discussion: The proposed parking facilities are desirable improvements. The garages are located in the campus core and are oriented towards the south away from residential neighborhoods. However, traffic study submitted by UM does not provide sufficient data with regard to vehicular access to and from garages and potential impacts on the streets and roads system of the City to make a determination as to what modifications or mitigation may be necessary to ensure compliance with the requirements for UMCAD amendments.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed parking facilities are consistent with the UMCAD regulations, provided that vehicular access associated with the use of the facilities does not adversely affect the function of the City's network of roads and streets.
2. The proposed parking facilities are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements is in the public interest, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
3. The proposed parking facilities satisfy the requirements and standards of the UMCAD regulations, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
4. The proposed parking facilities do not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
5. The proposed parking facilities are compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
6. The proposed parking facilities are desirable in terms of the public interest and the physical development of the City, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
7. The proposed parking facilities are consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that vehicular access associated with the use of the facilities does not adversely affect the function of the City's network of roads and streets.

Recommendation: Proposed 2006 UMCAD Amendment H11 is recommended for approval, subject to conditions.

H12. Theater Site Change and Increase in Building Area.

Description: Relocation of proposed site and increase in building area from 50,000 SF to 80,000 SF (+ 30,000 SF).

Discussion: The proposed theater involves a considerable increase in floor area without any explanation with regard to the anticipated use of the additional floor area. According to the 2006 UMCAD submission materials the additional floor area will “allow the facility to serve as a performing arts theater with academic, faculty and production support spaces.” The submission materials also state that “[a]dditional trips will not be associated with the facility as users are on campus.” The proposed theater is located in the UM Campus Core and is oriented towards the south. A performing arts theater is a normal and beneficial element of major universities; however, such facilities typical draw users from outside the university campus, even for student productions. Presumably, the location of the theater adjacent to new parking facilities means that users will park in those parking facilities. However, the traffic study submitted by UM does not address the trip generation anticipated from the proposed theater nor the impact of whatever traffic is generated on access to and from the University and the City’s roads and street network.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed university theater is consistent with the UMCAD regulations, provided that vehicular access associated with the use of the facilities does not adversely affect access to and from the University or the function of the City’s network of roads and streets.
2. The proposed university theater is compliant with the provisions of the City’s Zoning Code in terms of use density, size, area, bulk and use, and the improvements is in the public interest, provided that vehicular access associated with the use of the facilities do not adversely affect access to and from the University or the function of the City’s network of roads and streets.
3. The proposed university theater satisfies the requirements and standards of the UMCAD regulations, provided that vehicular access associated with the use of the facilities do not adversely affect access to and from the University or the function of the City’s network of roads and streets.
4. The proposed university theater makes adequate provision for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that vehicular access associated with the use of the facilities do not adversely affect access to and from the University or the function of the City’s network of roads and streets.
5. The proposed university theater is compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that vehicular access associated with the use of the facilities do not adversely affect access to and from the University or the function of the City’s network of roads and streets.
6. The proposed university theater is desirable in terms of the public interest and the physical development of the City, provided that vehicular access associated with the use of the facilities do not adversely affect access to and from the University or the function of the City’s network of roads and streets.

7. The proposed university theater is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that vehicular access associated with the use of the facilities do not adversely affect access to and from the University or the function of the City's network of roads and streets.

Recommendation: Proposed 2006 UMCAD Amendment H12 is recommended for approval, subject to conditions.

H14. Bank United Convocation Center Parking Garage Site Relocation; and Basketball Practice Facility.

Description: Relocation of previously approved parking garage (unspecified parking spaces) incorporating new basketball practice facility (+14,000 SF).

Discussion: The relocation of the parking garage and construction of a basketball practice facility are desirable improvements. The garages are located in the campus core and are oriented towards the south away from residential neighborhoods. However, traffic study submitted by UM does not provide sufficient data with regard to vehicular access to and from garages and potential impacts on the streets and roads system of the City to make a determination as to what modifications or mitigation may be necessary to ensure compliance with the requirements for UMCAD amendments.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The relocation of the parking garage and construction of a basketball practice facility are consistent with the UMCAD regulations, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
2. The relocation of the parking garage and construction of a basketball practice facility are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements is in the public interest, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
3. The relocation of the parking garage and construction of a basketball practice facility satisfy the requirements and standards of the UMCAD regulations, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
4. The relocation of the parking garage and construction of a basketball practice facility do not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
5. The relocation of the parking garage and construction of a basketball practice facility are compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
6. The relocation of the parking garage and construction of a basketball practice facility

are desirable in terms of the public interest and the physical development of the City, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.

7. The relocation of the parking garage and construction of a basketball practice facility are consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.

Recommendation: Proposed 2006 UMCAD Amendment H14 is recommended for approval, subject to conditions.

H15. Serpentine Parking Lot Interim Expansion; and Dickinson Drive Realignment.

Description: Interim expansion of Serpentine parking lot to provide additional parking (400 parking spaces) and realignment of Dickinson Drive from the adopted to existing configuration.

Discussion: The proposed expansion of the existing serpentine parking lots and road realignment are located within the campus core and in and of them are unlikely to adversely affect nearby residential neighborhoods and is consistent with the City's desire to orient vehicular access to the south away from the residential neighborhoods to the east, north and northwest of the campus. To further mitigate any potential impacts of the parking facility, submission of a detailed landscape plan.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed expansion of the existing serpentine parking lots and road realignment are consistent with the UMCAD regulations.
2. The proposed expansion of the existing serpentine parking lots and road realignment are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest. However, based upon information submitted by the applicant the parking lot is not compliant with the landscape provisions of the Zoning Code Article 5, Division 11.
3. The proposed expansion of the existing serpentine parking lots and road realignment satisfy the requirements and standards of the UMCAD regulations.
4. The physical design of the proposed expansion of the existing serpentine parking lots and road realignment makes adequate provision for public services, provide adequate control over vehicular traffic and provides for and protect designated common open areas, and however does not further the amenities of light and air, recreation and visual enjoyment.
5. The proposed expansion of the existing serpentine parking lots and road realignment are compatible with adjacent properties and neighborhoods outside of the UM Campus.
6. The proposed expansion of the existing serpentine parking lots and road realignment are desirable in terms of the public interest and the physical development of the City.

7. The proposed expansion of the existing serpentine parking lots and road realignment are conform with and is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan.

Recommendation: Proposed 2006 UMCAD Amendment H15 is recommended for approval, subject to conditions.

H16. Dickinson Student Housing Site Dickinson Residential Parking Garage Site.

Description: Construction of new student housing project (+160,000 SF) housing 400 students and parking garage (750 parking spaces).

Discussion: The additional Dickinson student housing facilities and parking garage are desirable improvements located in the campus core and are oriented towards the south away from residential neighborhoods. However, traffic study submitted by UM does not provide sufficient data with regard to vehicular access to and from garages and potential impacts on the streets and roads system of the City to make a determination as to what modifications or mitigation may be necessary to ensure compliance with the requirements for UMCAD amendments.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The additional Dickinson student housing facilities and parking garage are consistent with the UMCAD regulations, provided that vehicular access associated with the use of the facilities does not adversely affect the function of the City's network of roads and streets.
2. The additional Dickinson student housing facilities and parking garage are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements is in the public interest, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
3. The additional Dickinson student housing facilities and parking garage satisfy the requirements and standards of the UMCAD regulations, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
4. The additional Dickinson student housing facilities and parking garage do not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
5. The additional Dickinson student housing facilities and parking garage are compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
6. The additional Dickinson student housing facilities and parking garage are desirable in terms of the public interest and the physical development of the City, provided that vehicular access associated with the use of the facilities do not adversely affect the

function of the City's network of roads and streets.

7. The additional Dickinson student housing facilities and parking garage are consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that vehicular access associated with the use of the facilities does not adversely affect the function of the City's network of roads and streets.

Recommendation: Proposed 2006 UMCAD Amendment H16 is recommended for approval, subject to conditions.

H17. Wellness Center Addition Site.

Description: Addition to existing Wellness Center (+18,000 SF).

Discussion: Although the proposed expansion of the existing wellness center is located to the north and east of the [waterway] there is limited vehicular access to center and the expansion is unlikely to have any impacts which are external to the UM Campus. The expansion is easily justified by the proposed increase in on campus housing.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed expansion of the existing wellness center is consistent with the UMCAD regulations.
2. The proposed expansion of the existing wellness center is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest.
3. The proposed expansion of the existing wellness center satisfies the requirements and standards of the UMCAD regulations.
4. The physical design of the proposed expansion of the existing wellness center makes adequate provision for public services, provides adequate control over vehicular traffic and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment.
5. The proposed expansion of the existing wellness center is compatible with adjacent properties and neighborhoods outside of the UM Campus.
6. The proposed expansion of the existing wellness center is desirable in terms of the public interest and the physical development of the City.
7. The proposed expansion of the existing wellness center conforms with and is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan.

Recommendation: Proposed 2006 UMCAD Amendment H17 is recommended for approval.

H18. Hecht Center Addition Site and Demolition of Kearns Sports Hall of Fame; and Expansion of Cobb Track and Field Facility.

Description: Demolition of existing Hall of Fame structure (-2,902 SF) and relocation in addition to existing Hecht Athletic Center (+50,000 SF), and addition to seating area adjacent to track field (+1,000 SF).

Discussion: The location of the expansion minimizes the potential impact on the City, provided that any additional traffic generated by the expansion and access are managed so that traffic volumes are not increased on San Amaro.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed expansion of the Hecht Center and Cobb Track and Field Facility is consistent with the UMCAD regulations.
2. The proposed expansion of the Hecht Center and Cobb Track and Field Facility is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest.
3. The proposed expansion of the Hecht Center and Cobb Track and Field Facility satisfies the requirements and standards of the UMCAD regulations.
4. The proposed expansion of the Hecht Center and Cobb Track and Field Facility reduces the demands for public services, and helps to ensure adequate control over vehicular traffic and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment.
5. The proposed expansion of the Hecht Center and Cobb Track and Field Facility is compatible with adjacent properties and neighborhoods outside of the UM Campus.
6. The proposed expansion of the Hecht Center and Cobb Track and Field Facility is desirable in terms of the public interest and the physical development of the City.
7. The proposed expansion of the Hecht Center and Cobb Track and Field Facility is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan.

Recommendation: Proposed 2006 UMCAD Amendment H18 is recommended for approval, subject to conditions.

H19. Alex Rodriguez Park At Mark Light Field Reduced from Adopted Master Plan; and demolition of Baseball Media Building.

Description: Reduction in size of the approved ballpark addition (-14,000 SF) and demolition of the existing Baseball Media Building (-576 SF).

Discussion: The proposed modification does not implicate any potential impact on the City.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed reduction in intensity of the previously approved expansion of Alex Rodriguez Park is consistent with the UMCAD regulations.
2. The proposed reduction in intensity of the previously approved expansion of Alex Rodriguez Park is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest.

3. The proposed reduction in intensity of the previously approved expansion of Alex Rodriguez Park satisfies the requirements and standards of the UMCAD regulations.
4. The reduction in intensity of the previously approved expansion of Alex Rodriguez Park reduces the demands for public services, and helps to ensure adequate control over vehicular traffic and provides for and protects designated common open areas, and further the amenities of light and air, recreation and visual enjoyment.
5. The proposed reduction in intensity of the previously approved expansions of Alex Rodriguez Park is compatible with adjacent properties and neighborhoods outside of the UM Campus.
6. The proposed reduction in intensity of the previously approved expansions of Alex Rodriguez Park is desirable in terms of the public interest and the physical development of the City.
7. The proposed reduction in intensity of the previously approved expansions of Alex Rodriguez Park is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan.

Recommendation: Proposed 2006 UMCAD Amendment H19 is recommended for approval.

H20. Robert and Judi Prokop Newman Alumni Center Site; Brescia Surface Parking Lot; and Demolition of Dance Studio/Theater Arts Building, the Alumni House, and the Marion and Ed Lau Founder's Club Building.

Description: Demolition of existing Alumni House (-3,324 SF), Founders Club (-6,570 SF) and Dance Studio/Theatre Arts Building (-7,808 SF), and the construction of a new Alumni Center (+ 70,000 SF) and surface parking lot (224 parking spaces).

Discussion: The proposed alumni center implicates a variety of concerns, most related to traffic and access. The use of the center would be particularly problematic if it generated significant peak hour trips or increased traffic volumes on San Amaro and other residential roads in the area.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed Robert and Judi Prokop Alumni Center is consistent with the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
2. The proposed Robert and Judi Prokop Alumni Center is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements is in the public interest, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
3. The proposed Robert and Judi Prokop Alumni Center satisfies the requirements and standards of the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.

4. The proposed Robert and Judi Prokop Alumni Center does not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
5. The proposed Robert and Judi Prokop Alumni Center is compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
6. The proposed Robert and Judi Prokop Alumni Center is desirable in terms of the public interest and the physical development of the City, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
7. The proposed Robert and Judi Prokop Alumni Center is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.

Recommendation: Proposed 2006 UMCAD Amendment H20 is recommended for approval, subject to conditions.

H21. Center for Music Learning and Leadership at the Frost School of Music; New Academic Facility Replacement; and Demolition of Arnold Volpe Music Building, Bertha Foster Memorial Building and Rehearsal Center; and Deletion of Student Services Facility from the adopted location.

Description: Increase size of previously approved music facility from 50,000 SF to 70,000 SF (+20,000 SF) and new academic facility (+94,000 SF) to replace the demolition of existing music facilities (-54,889 SF) and deletion of the previously approved student services building.

Discussion: The location of the proposed music center is problematic because of its location and proximity to residential neighborhoods. Trip generation and access are of particular concern. Planned campus road improvements, including the realignment of Miller Road and implementation of the internal roadway, have not been constructed so that access and traffic impact adjacent residential streets and neighborhoods to increased cut-through traffic.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed Center for Music Learning and Leadership is consistent with the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
2. The proposed Center for Music Learning and Leadership is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use,

and the improvements is in the public interest, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.

3. The proposed Center for Music Learning and Leadership satisfies the requirements and standards of the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
4. The proposed Center for Music Learning and Leadership does not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
5. The proposed Center for Music Learning and Leadership is compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
6. The proposed Center for Music Learning and Leadership is desirable in terms of the public interest and the physical development of the City, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
7. The proposed Center for Music Learning and Leadership is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.

Recommendation: Proposed 2006 UMCAD Amendment H21 is recommended for approval, subject to conditions.

H22. Interactive Science Center and College of Engineering Research Phase I modification of footprint and increase of Building Area.

Description: Modifies location and footprint of proposed three (3) story facility and increases size from 45,000 SF to 54,000 SF (+9,000 SF).

Discussion The proposed Interactive Science Center and Engineering Building raises significant issues as a result of the location of the project north of the [waterway] and its proximity to residential areas. Although the University has planned an internal roadway which would provide access from Ponce to the area proposed for development from the south through the campus, the internal road way has not been constructed.

Findings: The 2006 UMCAD application submission demonstrates that:

1. The proposed Phase I of the Interactive Science Center and Engineering Building is consistent with the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the

- function of San Amaro Drive or the integrity of San Amaro as a residential address.
2. The proposed Phase I of the Interactive Science Center and Engineering Building is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements are in the public interest, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
 3. The proposed Phase I of the Interactive Science Center and Engineering Building satisfies the requirements and standards of the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
 4. The proposed Phase I of the Interactive Science Center and Engineering Building does not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
 5. The proposed Phase I of the Interactive Science Center and Engineering Building is compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
 6. The proposed Phase I of the Interactive Science Center and Engineering Building is desirable in terms of the public interest and the physical development of the City, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.
 7. The proposed Phase I of the Interactive Science Center and Engineering Building is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of San Amaro Drive or the integrity of San Amaro as a residential address.

Recommendation: Proposed 2006 UMCAD Amendment H22 is recommended for approval, subject to conditions.

SECTION 3. The twenty-two (22) amendments proposed in the UMCAD 2006 Amendment as submitted by the University in the 2006 Annual Report of the University of Miami Campus Master Plan, Coral Gables, Florida, as set forth in Application No. 11-06-443-P shall be and are hereby approved with the following conditions:

The conditions of approval are provided in two parts: 1) Conditions of approval that apply to all UMCAD 2006 amendments H1 through H22; and, 2) specific conditions that apply to each UMCAD 2006 "H" amendment. The "*Applicant*" referenced herein shall be the "*University of Miami*" and the "*City*" shall be the *City of Coral Gables* and shall mean the "*City Manager*" and/or "*His/her designee*".

The following conditions are applicable to all UMCAD 2006 Amendments H1 through H22 unless noted otherwise herein:

1. Application/supporting documentation. The completion and/or construction of each amendment within the UMCAD 2006 application shall be in conformance with all of the following:
 - a. 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD) Final Submittal, February 27, 2007 prepared by University of Miami Campus Planning and Development, received, stamped "FINAL" and date stamped by the Planning Department on March 15, 2007 (on file in the Planning Department).
 - b. Methodology Letter of Understanding (MLOU), Study Methodology Traffic Updates for the University of Miami Campus Area Development District (UMCAD), Coral Gables Campus, dated February 5, 2007, revised February 14, 2007 and March 5, 2007, prepared by Keith and Schnars, P.A. received by the Planning Department on March 7, 2007 (on file in the Planning Department).
 - c. Legal descriptions of properties within the main campus, City of Coral Gables, Miami-Dade County, Florida (referenced as University of Miami file name "UM Legal Descriptions August 8, 2004" (on file in the Planning Department).
 - d. All representations, PowerPoint Presentations, conditions of approval, items entered in the public record and items proffered by the applicant and/or applicants representatives provided during public hearing review and consideration including:
 - i. Planning and Zoning Board public hearing of January 10, 2007.
 - ii. City Commission public hearing of February 27, 2007.
 - iii. City Commission public hearing of March 27, 2007.
 - e. The applicants revised submissions of Year 2006 UMCAD Amendments and Annual Reports Campus Area Development District (UMCAD) applications submitted throughout the public hearing review process except as superseded by the Final 2006 UMCAD Amendments and Annual Report referenced in above item (1)(a). The revised applications are as follows:
 - i. Year 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD) Final Submittal, January 2, 2007, prepared by the University of Miami Campus Planning and Development, Volume I, Year 2006 UMCAD Amendments Letter of Transmittal received and date stamped by the Planning Department on January 2, 2007 (on file within the Planning Department).
 - ii. Year 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD), Additional Information Requested by the City of Coral Gables Planning Department, January 2, 2007, prepared by the University of Miami Campus Planning and Development received and date stamped by the Planning Department on January 2, 2007 (on file within the Planning Department).
 - iii. Year 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD), Final Submittal, November 21, 2006, prepared by the University of

- Miami Campus Planning and Development, Volume II, 2006 UMCAD Traffic Study Update & Concurrency analysis, prepared by Keith and Schnars, P.A., received and date stamped by the Planning Department on November 22, 2006 (on file within the Planning Department).
- iv. Revised 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD) Final Submittal, February 27, 2007 prepared by University of Miami Campus Planning and Development, received and date stamped by the Planning Department on February 20, 2007 (on file within the Planning Department).
 - f. San Amaro Drive/Trillo Avenue Pedestrian Signal and San Amaro Drive/ Memorial Drive Pedestrian Signal recommended actions outlined in the March 28, 2007 letter from Keith and Schnar, P.A. submitted on behalf of the University of Miami.
2. Verification of revisions to plans, elevations and all supporting documents. Modification to all applicable documents pursuant to City Commission public hearing review and approval of the application shall be submitted to the Planning Department within 30 days of final approval for verification that all conditions of approval are satisfied. If applicable, the Planning Department shall advise of changes as provide as a part of the proceedings shall be provided to the applicant in 30 days and the applicant shall submit revised documents within 30 days.
 3. Changes to approved plans.
 - a. The applicant, successors or assigns shall advise of any changes to the plans and drawings referenced above as a part of building permit review process. Changes shall require Building and Zoning Department review and approval to determine the extent of changes and may require reconsideration by the Planning and Zoning Board and City Commission.
 - b. The applicant will facilitate all reviews and approvals provided herein through the City Manager's Office.
 4. Restrictive covenant. Within 30 days of rendition of the adoption of the ordinance, the applicant shall submit for City Attorney review and approval of a Restrictive Covenant outlining all conditions of approval required by the City Commission. Failure to submit the draft Restrictive Covenant within the specified time frame shall render all approvals voidable.
 5. Total amount of development. The provisions of this approval are intended to apply to the 2006 UMCAD Amendments on a stand alone basis. Nothing within this approval shall be deemed to waive, abandon, abrogate, increase or limit, ratify or otherwise confirm the development rights previously granted to the University by ordinance or otherwise accruing. This approval shall not serve as an act or omission by the City for purposes of a claim of waiver or estoppel - by City or by applicant - with respect to development rights previously granted. Nothing within this approval shall authorize a total amount of development which exceeds the applicable intensity of use limitations set forth within the City's comprehensive plan and zoning code, and as amended from time to time.
 6. Mitigation and impact fees.
 - a. Prior to the issuance of a building permit pursuant to a 2006 UMCAD Amendment, the Applicant and the City shall agree on an appropriate mitigation program to mitigate the impacts of each specific project, if any, with regard to police, fire, general services, and parks and recreation. Appropriate mitigation shall be based on the application of a dual rational nexus standard to the specific project and its impact, if any, on the City. Mitigation shall be appropriate only for measurable impacts resulting from net new development not otherwise mitigated. The required mitigation shall be directly proportional to the specific project's impact on the City and shall take into account any facilities or services with regard police,

fire, general services, and parks and recreation which are provided by the Applicant. Any required mitigation shall have a direct and verifiable relationship to the net new impacts caused by the University on such public facilities. The Applicant acknowledges that the City is in the process of legislatively considering ordinances which provide for fees specifically related to workforce housing and art-in-public places. Should consideration of these ordinances proceed, the Commission will determine the terms, scope, conditions and application or non-application of these ordinances to the Applicant through the public hearing process.

- b. The Applicant shall provide the City with all required information to determine the appropriate mitigation for each specific project at or before the time of submittal of a project to the Board of Architects for preliminary review. The City shall have fifteen (15) business days thereafter to determine whether or not the information provided is sufficient for purposes of its review or, alternatively, to request any and all additional information necessary for purposes of determining the appropriate mitigation obligation in accordance with the methodologies set forth above. If the City does not request further information, the submittal materials shall be deemed sufficient and complete.
 - c. The City administration shall meet and confer with the applicant to arrive at an initial determination with respect to appropriate mitigation within thirty (30) days of the day it receives the initial submittal materials or within thirty (30) days of its receipt of supplemental materials as applicable, whichever occurs later. If the applicant and the City Manager cannot agree on appropriate mitigation within said thirty (30) day period, the applicant shall be entitled to receive a building permit, provided that the applicant acknowledges in writing its obligation to comply with whatever mitigation program is ultimately determined to govern prior to the issuance of a certificate of occupancy, unless otherwise provided for in the approved mitigation program.
 - d. In the event that the City Manager and the Applicant cannot agree within the thirty (30) day period described above, the City Manager shall, within ten (10) days, place the matter on the agenda of the City Commission for a final determination of appropriate mitigation. The City Commission shall make a final determination within thirty (30) days from the date the matter is placed on the City Commission agenda.
 - e. In the event that the City enacts any codes or ordinances imposing an impact fee or other development exaction for any one or all of subjects for which appropriate mitigation is required which are applicable to the Applicant, payment of such impact fees or exactions shall be deemed to satisfy the Applicant's mitigation obligation for an UMCAD Amendment on a project by project basis, where appropriate. In the event that the City enacts any codes or ordinance imposing an impact fee or other development exaction, and the University's obligation under such legislation is less than that paid above, the University shall be entitled to a credit in the amount of the excess payment which may be applied to future impact fees and exactions. The enactment of an impact fee ordinance shall be through the public hearing process, at which time the Commission will determine the terms, scope, conditions and application or non application of this ordinance to the Applicant through the public hearing process.
7. Previously granted development order approvals. The applicant shall complete previously granted development order requirements, and/or ordinances including but not limited to traffic and roadway improvements pursuant to previously granted development order traffic and roadway improvements and/or the schedule as provided in the City approved MLOU. The traffic

and roadway improvements are not subject to proportionate fair share. The applicant shall be responsible for all costs associated with the design, permitting and construction of all improvements. Construction of all improvements must begin with six (6) months of issuance of permits from permit agencies (i.e. City, County, and Florida Department of Transportation as applicable). If the applicant does not comply with the schedule of improvements, no further building permits shall be issued to the applicant for any improvements to the campus. One extension of six (6) months may be granted by the City Manager based upon delays in permitting as a result of other applicable agencies.

8. Building signage.
 - a. All buildings on the University of Miami campus within 1000 feet of "SFR", Single-Family Residential property shall be prohibited from erecting building signage above thirty-five (35) feet facing SFR zoned property.
 - b. Signage necessary to satisfy applicable emergency, building code, and life/safety requirements shall be exempt from the above prohibitions.
9. Private property/rights-of-way improvements of Ponce de Leon Boulevard, San Amaro Drive, Campo Sano Drive, Red Road and Granada Boulevard pursuant to the Zoning Code, Article 5, Division 11, Landscaping. Prior to the City of Coral Gables issued certificate of occupancy of buildings and/or certificates of completion provided for the UMCAD 2006 application amendments on/or before December 31, 2010, whichever occurs first, the applicant shall provide for the installation of all improvements as identified in the Zoning Code, Article 5, Division 11 Landscaping.
10. Construction staging plan. Prior to the issuance of a building permits for UMCAD 2006 amendments H3, H4, H6, H7, H21 and H22, the applicant shall submit a construction parking and traffic management plan for above listed amendments for the Building and Zoning Department review and approval.
11. Internal roadway (north and south). Prior to the issuance of a building permit for any 2006 UMCAD amendments located North of the Lake Osceola, titled "Proposed Internal Circulation Plan, Parking and Projects North of the Lake (on file in the Planning Department), the applicant shall submit construction plans for the internal roadway (north and south segments) to the City on before December 31, 2010 whichever occurs first. The applicant shall complete the construction of internal roadway (north and south segments) and secure City approval/acceptance prior to December 31, 2012. No certificate of occupancy/certificate of use shall be granted for any UMCAD 2006 amendments located North of the Lake Osceola as referenced herein if the roadway is not completed as defined herein. The parties recognize that the construction of the internal roadway improvement plan shall not cause or result in a permanent net loss of surface parking in those areas impacted by the road. The University shall possess the right to recapture any surface parking spaces displaced or affected by the roadway and replace that surface parking as close to the affected area as possible. The parties additionally agree that there shall be no reduction in the number of surface parking spaces north of Lake Osceola.
12. Access closure/relocation/consolidation plan. As a part of the submission of the construction plans for the internal roadway (north and south segments), the applicant shall provide an access closure/relocation/consolidation plan. The intent of this plan is to close/relocate/consolidate access points along San Amaro Drive north of Miller Road and on Campo Sano Drive. The applicant shall submit construction plans ("construction plans" shall mean thirty percent (30%) plans as generally understood and accepted within the transportation industry) to the City for the closure/relocation/consolidation of access drives on Campo Sano Drive and closure of Miller

Road by December 31, 2008. The applicant shall complete the construction of the closure/relocation/consolidation of access drives and Miller Road by and secure City approval/acceptance prior to December 31, 2010.

13. Service deliveries. As a part of the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007, the applicant shall provide a traffic circulation plan that provides for limitations of service deliveries by trucks or other similar service vehicles on San Amaro Drive, Campo Sano Drive and surrounding residential properties. The intent is to provide limitations for deliveries and provide for primary service delivery and truck access via Ponce de Leon Boulevard. The Plan shall include further limitations as a result of the construction and opening of the internal roadway. The Public Works and Planning Department shall review the plan and provide conditions of approval in association with the approved UMCAD Regional Traffic Study (UMRTS).
14. University of Miami shuttle service. Upon completion the internal roadway plan pursuant to the established time frames provided in condition 11 and UMCAD amendment H4, the applicant shall provide a revised shuttle service circulation plan, titled "University of Miami Coral Gables Campus Shuttle Routes (on file in the Planning Department) in association with the completion of the internal roadway. The intent of this plan is to eliminate the use of San Amaro Drive and Campo Sano Drive where the internal circulation allows the shuttle service to remain internal to the campus. City review and approval of this plan shall be completed by the Planning Department and Public Works Department.
15. Use agreement for public rights-of-way. Prior to the issuance of any 2006 UMCAD building permits, the applicant shall provide the City Attorney a use agreement for review and approval of all applicable City right-of-ways utilized by the applicant.
16. Street closures. If applicable, prior to the issuance of a building permit, the applicant shall provide a minimum of 72 hour written notice to those residents impacted by any proposed partial closures of any surrounding streets as a result of the projects construction activity. Full closure of streets shall be prohibited.
17. Right-of-way encroachments. If applicable, prior to the issuance of a building permit, the applicant shall secure City Commission review and approval of all proposed encroachments into public rights-of-way.
18. Concurrency. Prior to the issuance of a building permit for any construction project contained within the UMCAD 2006 amendments, the applicant shall apply for a Concurrency Impact Statement (CIS), and any deficiency in available infrastructure identified by the CIS and the applicant shall be satisfactorily resolved and approved by the City prior to issuance of certificate of occupancy/certificate of use.
19. Advancement of traffic related improvements. To insure advancement of traffic related improvements provided herein, the applicant shall provide to the City Manager for City Commission public hearing review and consideration the following information within the following timeframes:
 - a. December 1, 2007. Status report for the advancement/completion (as applicable) of all of the following:
 - i. Traffic and roadway improvements pursuant to previously granted development order traffic and roadway improvements and/or the schedule as provided in the City approved MLOU.
 - ii. UMCAD Regional Traffic Study (UMRTS) submitted to the City on or before August 1, 2007.

- iii. Internal roadway (north and south).
 - iv. Closure/relocation/consolidation of access drives on Campo Sano Drive and closure of Miller Road.
 - v. Traffic circulation plan that provides for limitations of service deliveries by trucks or other similar service vehicles on San Amaro Drive, Campo Sano Drive and surrounding residential properties.
 - vi. If the applicant has submitted a local traffic impact and access study for the development authorized by the approval of any 2006 UMCAD "H" Amendment the findings and conclusions of the study.
- b. December 1, 2008. Project Development and Environmental Study (PDE) for the closure/relocation/consolidation of access drives on Campo Sano Drive and closure of Miller Road.
- c. June 1 Annually. Status report for the advancement/completion (as applicable) of all of the following until completion:
- i. Traffic and roadway improvements pursuant to previously granted development order traffic and roadway improvements and/or the schedule as provided in the City approved MLOU.
 - ii. Improvements related to the UMCAD Regional Traffic Study (UMRTS).
 - iii. Internal roadway (north and south).
 - iv. Closure/relocation/consolidation of access drives on Campo Sano Drive and closure of Miller Drive.
 - v. Traffic circulation plan that provides for limitations of service deliveries by trucks or other similar service vehicles on San Amaro Drive, Campo Sano Drive and surrounding residential properties.
 - vi. If the applicant has submitted a local traffic impact and access study for the development authorized by the approval of any 2006 UMCAD "H" Amendment the findings and conclusions of the study.

Failure to adhere to the above timeframes shall result in no further issuance of any UMCAD 2006 building permits or issuance of UMCAD 2006 Certificate of Occupancies.

Specific UMCAD 2006 amendments conditions of approval for each UMCAD 2006 "H" amendment is referenced below and (as applicable) conditions of approval are provided for each amendment. The amendments are as follows:

1. *H1 - Retain the Jerry Herman Theatre Complex.*
 - a. UMCAD 2006 amendment H1 is approved subject to a maximum building height of one (1) floor.
2. *H2 - Renovation and Expansion of the Norman A. Whitten University Center; Demolition of Charles A. Gauthier Hall "Rathskeller"; and a New Student Activity Center.*
 - a. The approval of the 2006 UMCAD Amendment H2 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. UM shall submit the additional information required to make the UMRTS

sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the University proportionate share for development pursuant to the approved UMCAD. In the event that applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.

- b. The Student Activity Center shall be entitled to building permits and certificates of occupancy provided that the University satisfies its obligation with respect to the realignment of Miller Road. The Miller Road realignment as agreed by the parties shall extend from Miller Road to the south side of the arboretum. This new condition shall prevail over the prior generalized language describing amendments "North of the Lake Osceola." The balance of the "North of the Lake" amendments shall remain linked to the obligations with respect to the internal road.

3. *H3 - Combined Otto G. Richter Library and Law School Addition; and Decrease in Combined Total Building Area*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H3 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H3 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H3 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

- c. The maximum building height shall be limited to seven (7) floors.
4. *H4 - Modification of Ashe Enrollment Addition, and Increase of Building Area for Interactive Science Center and Engineering Research Phase II.*
- a. UMCAD 2006 Amendment H4, modification of the Ashe Enrollment Addition is approved with no conditions.
 - b. UMCAD 2006 Amendment H4, Increase of Building Area for Interactive Science Center and Engineering Research Phase II shall be subject to the following conditions:
 - i. The approval of the 2006 UMCAD H4 amendment shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide the applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. The applicant shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the applicant's proportionate share for development pursuant to the approved UMCAD. In the event that UM does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.
 - ii. No building permit shall be issued for 2006 UMCAD Amendment H4 until construction plans for the internal roadway (north and south segments) have been submitted to and approved/accepted by the City or December 31, 2010 whichever occurs first.
 - iii. The applicant shall complete the construction of internal roadway (north and south segments) and secure City approval/acceptance prior to certificate of occupancy for 2006 UMCAD Amendment H4 or by the year December 31, 2012, whichever occurs first.
 - iv. The applicant shall construct the complete internal roadway in substantial compliance with the "Proposed Internal Circulation, Parking and Projects North of Lake" on file in the Planning Department. The parties recognize that the construction of the internal roadway improvement plan shall not cause or result in a permanent net loss of surface parking in those areas impacted by the road. The University shall possess the right to recapture any surface parking spaces displaced or affected by the roadway and replace that surface parking as close to the affected area as possible. The parties additionally

agree that there shall be no reduction in the number of surface parking spaces north of Lake Osceola.

5. *H5 - Botany Greenhouse Relocation and Change to Non FAR; and New Surface Parking.*

- a. UMCAD 2006 Amendment H5, Botanical Greenhouse and the elimination of 1,022 square feet of floor area from total FAR calculations is approved with no conditions.
- b. UMCAD 2006 Amendment H5, New Surface (115 space) surface parking lot is approved subject to the following conditions:
 - i. The approval of the 2006 UMCAD H5 amendment shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide the applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. The applicant shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the University proportionate share for development pursuant to the approved UMCAD. In the event that UM does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.

6. *H6 - Art Building 1 Partial Restoration.*

- a. The applicant shall submit within 120 days of approval of these UMCAD 2006 amendments, an application to the Historic Resources Department for Historic Preservation Board determination as to whether the Arts buildings should be designated as a local historic landmark; and if the buildings are so designated, the University shall apply for a special certificate of appropriateness for the proposed partial demolition/restoration of the buildings and to comply with the terms and conditions of the certificate.

7. *H7 - Demolition and Replacement of Whitten Learning Center.*

- a. UMCAD 2006 Amendment H7 is approved with no conditions.

8. *H8 - Increased Building Area for Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase I; Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase II; and Demolition of Behavioral Medicine Research Institute.*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H3 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H8 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H8 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

9. *H9 - Lowe Art Museum Addition.*

- a. The development authorized by the approval of 2006 UMCAD Amendment H9 shall be subject to any impact fee or other exactions adopted by the City of Coral which becomes effective prior to the issuance of any building permit for the authorized development, or any portion thereof. Refer to general condition number 6, "Mitigation and impact fees".
- b. Notwithstanding the approval of the 2006 UMCAD Amendment H9, the total amount of development authorized pursuant to the UMCAD as thereby amended, shall not exceed the applicable intensity of use limitations set out in the Comprehensive Land Use Plan of the City of Coral Gables, as amended from time to time, calculated on the basis of a sealed survey and legal description of the University of Miami campus actual land area under ownership of the University of Miami. Refer to general condition number 5, "Total amount of development".

10. *H10 - Lakeview Student Housing I and II Sites.*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H10 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H10 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City

Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.

- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H10 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

11. *H11 - Pavia Parking Garage Addition; Merrick Parking Garage Site; Relocation of Portion of North South Center Development Zone Project; and Demolition of the Writing Center*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H11 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H11 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H11 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

12. *H12 - Theater Site Change and Increase in Building Area*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H12 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H12 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications

or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.

- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H12 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

13. *H13 - Art & Architecture College Academics Facility; and Art and Architecture Residential College; and Convocation/Student Parking Garage New Site; and Museum and University Hall Site Changes and Decreases in Building Area.*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H13 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H13 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H13 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

14. *H14 - Bank United Convocation Center Parking Garage Site Relocation; and Basketball Practice Facility.*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H14 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H14 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's

decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.

- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H14 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

15. *H15 - Serpentine Parking Lot Interim Expansion; and Dickinson Drive Realignment.*

- a. Prior to the issuance of a building permit for UMCAD 2006 Amendment H15, the applicant shall secure Planning Department, Public Works Department and Public Service Department review and approval of all of the following:
 - i. Landscape plan shall be provided pursuant to Zoning Code Article 5, Division 11 requirements.
 - ii. Lighting plan including lighting standards and illumination.

16. *H16 - Dickinson Student Housing Site and Dickinson Residential Parking Garage Site.*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H16 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H3 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H16 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

17. *H17 - Wellness Center Addition Site.*

- a. UMCAD 2006 Amendment H17 is approved with no conditions.

18. *H18 - Hecht Center Addition Site and Demolition of Kearns Sports Hall of Fame; and Expansion of Cobb Track and Field Facility.*

- a. The approval of the 2006 UMCAD Amendment H18 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide UM with a written statement describing with specificity the manner in

which the Assessment is insufficient within sixty (60) days after submission of the Assessment. UM shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the applicant's proportionate share for development pursuant to the approved UMCAD. In the event that the applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that UM shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.

19. *H19 - Alex Rodriguez Park At Mark Light Field Reduced from Adopted Master Plan; and Demolition of Baseball Media Building*

- a. UMCAD 2006 Amendment H19 is approved with no conditions.

20. *H20 - Robert and Judi Prokop Newman Alumni Center Site; Brescia Surface Parking Lot; and Demolition of Dance Studio/Theater Arts Building, the Alumni House, and the Marion and Ed Lau Founder's Club Building*

- a. The approval of the 2006 UMCAD Amendment H20 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide UM with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. The applicant shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the applicant's proportionate share for development pursuant to the approved UMCAD. In the event that the applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted,

and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate fair share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.

21. *H21 - Center for Music Learning and Leadership at the Frost School of Music; New Academic Facility Replacement; and Demolition of Arnold Volpe Music Building, Bertha Foster Memorial Music Building and Rehearsal Center, and Deletion of Student Services Facility from the adopted location*

- a. The approval of the 2006 UMCAD Amendment H21 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide UM with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. The applicant shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the applicant's proportionate share for development pursuant to the approved UMCAD. In the event that the applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate fair share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.
- b. No building permit shall be issued for 2006 UMCAD Amendment H21 until construction plans for the relocation and improvement of Miller Road have been submitted to and approved/accepted by the City of Coral Gables or December 31, 2008 whichever occurs first.
- c. The maximum building heights shall be limited to six (6) floors.
- d. The applicant shall complete the construction of Miller Road and secure City approval/acceptance prior to certificate of occupancy for 2006 UMCAD Amendment H21 or December 31, 2010, whichever occurs first.
- e. The applicant shall construct the Miller Road realignment, from Miller Drive to Memorial Drive in substantial compliance with the plan attached hereto as Exhibit D, titled Proposed Internal Circulation, Parking and Projects North of Lake.
- f. No building permit shall be issued for 2006 UMCAD Amendment H21 until submission and approval is secured by the Planning Department and Public Works Department for a parking site plan for this amendment as referenced in the applicant's submitted programming information provided dated February 2, 2007.

- g. The Center of Music Learning and Leadership at the Frost School of Music shall be entitled to building permits and certificates of occupancy provided that the University satisfies its obligation with respect to the realignment of Miller Road. The Miller Road realignment as agreed by the parties shall extend from Miller Road to the south side of the arboretum. This new condition shall prevail over the prior generalized language describing amendments "North of the Lake Osceola." The balance of the "North of the Lake" amendments shall remain linked to the obligations with respect to the internal road.

22. *H22 - Interactive Science Center and Engineering Research Site Phase I.*

- a. The approval of the 2006 UMCAD Amendment H22 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide the applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. UM shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the University proportionate share for development pursuant to the approved UMCAD. In the event that the applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.
- b. No building permit shall be issued for 2006 UMCAD Amendment H22 until construction plans for the internal roadway (north and south segments) have been submitted to and approved/accepted by the City or December 31, 2010, whichever occurs first.
- c. The applicant shall complete the construction of internal roadway (north and south segments) and secure City approval/acceptance prior to certificate of occupancy for 2006 UMCAD Amendment H8 or by the year December 31, 2012, whichever occurs first.
- d. The applicant shall construct the complete internal roadway (north and south segments) in substantial compliance with the plan attached hereto as Exhibit D, titled Proposed Internal Circulation, Parking and Projects North of Lake. The parties recognize that the construction of the internal roadway improvement plan shall not cause or result in a permanent net loss of parking in those areas impacted by the road. The University shall possess the right to recapture any parking spaces displaced or affected by the roadway and replace that parking as close to the affected area as possible. The parties additionally agree that there shall be no reduction in the number of parking spaces north of Lake Osceola.

e. The maximum height building height shall be three (3) floors.

SECTION 4. All rights, actions, proceedings and Contracts of the City, including the City Commissioners, the City Manager, or any of its departments, boards or officers undertaken pursuant to the existing code provisions, shall be enforced, continued, or completed, in all respects, as though begun or executed hereunder.

SECTION 5. All ordinance or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.

SECTION 6. If any section, part of session, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

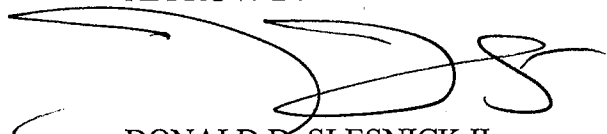
SECTION 7. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of the City of Coral Gables, Florida, as amended, which provisions may be renumbered or relettered and that the word ordinance be changed to "section", "article", or other appropriate word to accomplish such intention.

SECTION 8. This ordinance shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS TWENTY-SEVENTH DAY OF MARCH, A.D.
2007.

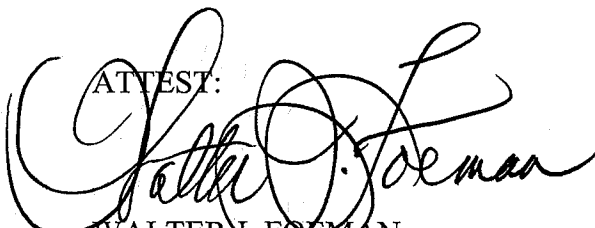
(Moved: Anderson / Seconded: Kerdyk)
(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)
(Unanimous 5-0 Vote)
(Agenda Item E-3)

APPROVED:




DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ELIZABETH HERNANDEZ
CITY ATTORNEY

Appendix 9

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, University of Miami, a Florida non-profit corporation (hereinafter the "University") hereby makes, declares, and imposes on the land herein described, the covenants running with the title to the land, which shall be binding on the University, its heirs, successors, and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under it;

WHEREAS, University holds the fee simple title to the lands in the City of Coral Gables, Florida, described below, (hereinafter called the "**PROPERTY**");

All those lots, pieces or parcels of land situate, lying and being in Sections 19 and 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida owned by the University of Miami, a Florida Corporation, Not for Profit, lying within the area being generally described by metes and bounds as follows, viz.:

BEGIN at the Point of Intersection of the Northwestern Right of Way line of Ponce de Leon Boulevard (University Concourse/Ron Fraser Way) with the Easterly Right of Way Line of Red Road (S.W. 57th Avenue); thence Northerly along said Easterly Right of Way line of Red Road to a Point of Intersection with the Southerly Right of Way Line of Avenue Mataro; thence Easterly along said Southerly Right of Way line of Avenue Mataro and its Easterly extension thereof to a Point of Intersection with the Easterly Right of Way line of San Amaro Drive (Hurricane Drive); thence Northerly, Northeasterly, Northerly and Northeasterly along said Easterly Right of Way line of San Amaro Drive to a Point of Intersection with the Southerly Right of Way line of Avenue Campo Sano; thence Southeasterly, Easterly and Northeasterly along said Southerly Right of Way of Avenue Campo Sano to a Point of Intersection with the Northeasterly line of the "Avenue Pisano Extension" as described in that certain Easement Deed as recorded in Official Records Book 9798 at Page 199 of the Public Records of Dade County (now Miami-Dade County), Florida; thence Southeasterly along said Northeasterly line of the "Avenue Pisano Extension" to a Point of Intersection with the Northwestern Right of Way line of University Drive; thence Southwesterly along said Northwestern Right of Way line of University Drive to a Point of Intersection with the Southwesterly Right of Way line of Avenue Pisano (as platted); thence Southeasterly along said Southwesterly Right of Way line of Avenue Pisano to a Point of Intersection with the Southwesterly Right of Way line of Granada Boulevard; thence Southeasterly along said Southwesterly Right of Way line of Granada Boulevard to a Point of Intersection with said Northwestern Right of Way line of Ponce de Leon Boulevard; thence Southwesterly along said Northwestern Right of Way line of Ponce de Leon Boulevard to the Point of Intersection with said Easterly Right of Way line of Red Road (S.W. 57th Avenue) and the POINT OF BEGINNING.

With all of the real properties as contained within the above described UMCAD District having such location, size, shape, bearings, distances, buttings and boundings as reference to the underlying plats, deeds and other instruments of record filed with the Clerk of the Circuit Court in the Public Records of Miami-Dade County, Florida will at large more fully appear.

WHEREAS, pursuant to Ordinance No. 2007-16, passed and adopted by the Coral Gables City Commission on March 27, 2007, the City of Coral Gables (hereinafter, the "City") approved the following amendments to the University of Miami Campus Master Plan:

- H1. Retain the Jerry Herman Theatre Complex.
- H2. Renovation and Expansion of the Norman A. Whitten University Center, Demolition of Charles A. Gauthier Hall "Rathskeller", and a new Student Activity Center.

- H3. Combined Otto G. Richter Library and Law School Addition and Decrease in Combined Total Building Area.
- H4. Modification of Ashe Enrollment Addition, and Increase of Building Area and renaming of the project Interactive Science Center and Engineering Research Phase II.
- H5. Botany Greenhouse Relocation and Change to Non FAR and New Surface Parking.
- H6. Art Building I Partial Restoration/Replication.
- H7. Demolition and Replacement of Whitten Learning Center.
- H8. Increased Building Area of Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase I; Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase II and Demolition of Behavioral Medicine Research Institute.
- H9. Lowe Art Museum Addition Site.
- H10. Lakeview Student Housing I and II Sites.
- H11. Pavia Parking Garage Addition; Merrick Parking Garage Site; and Relocation of Portion of North South Center Development Zone Project; and Demolition of the Writing Center.
- H12. Theater Site Change and Increase in Building Area.
- H13. Art & Architecture College Academics Facility; and Art and Architecture Residential College, and Convocation/Student Parking Garage New Sites; and Museum and University Hall Site Changes and Decreases in Building Area.
- H14. Bank United Convocation Center Parking Garage Site Relocation; and Basketball Practice Facility.
- H15. Serpentine Parking Lot Interim Expansion; and Dickinson Drive Realignment.
- H16. Dickinson Student Housing Site and Dickinson Residential Parking Garage Site.
- H17. Wellness Center Addition Site.
- H18. Hecht Center Addition Site and Demolition of Kearns Sports Hall of Fame; and Expansion of Cobb Track and Field Facility.
- H19. Alex Rodriguez Park at Mark Light Field Reduced from Adopted Master Plan; and Demolition of Baseball Media Building.
- H20. Robert and Judi Prokop Newman Alumni Center Site; Brescia Surface Parking Lot; and Demolition of Dance Studio/Theater Arts Building, the Alumni House and the Marion and Ed Lau Founder's Club Building.
- H21. Center of Music Learning and Leadership at the Frost School of Music; New Academic Facility Replacement; and Demolition of Arnold Volpe Music Building, Bertha Foster Memorial Music Building and Rehearsal Center; and Deletion of Students Services Facility from the adopted location.
- H22. Interactive Science Center and College of Engineering Research Phase I modification of footprint and increase of Building Area.

WHEREAS, said approvals are subject to the following conditions, that the University hereby declares and agrees to abide by:

A. General Conditions applicable to all UMCAD 2006 Amendments H1 through H22 unless noted otherwise herein:

1. Application/supporting documentation. The completion and/or construction of each amendment within the UMCAD 2006 application shall be in conformance with all of the following:
 - a. 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD) Final Submittal, February 27, 2007 prepared by University of Miami Campus Planning and Development, received, stamped "FINAL" and date stamped by the Planning Department on March 15, 2007 (on file in the Planning Department).
 - b. Methodology Letter of Understanding (MLOU), Study Methodology Traffic Updates for the University of Miami Campus Area Development District (UMCAD), Coral Gables Campus, dated February 5, 2007, revised February 14, 2007 and March 5, 2007, prepared by Keith and Schnars, P.A. received by the Planning Department on March 7, 2007 (on file in the Planning Department).
 - c. Legal descriptions of properties within the main campus, City of Coral Gables, Miami-Dade County, Florida (referenced as University of Miami file name "UM Legal Descriptions August 8, 2004" (on file in the Planning Department).

- d. All representations, PowerPoint Presentations, conditions of approval, items entered in the public record and items proffered by the applicant and/or applicants representatives provided during public hearing review and consideration including:
 - i. Planning and Zoning Board public hearing of January 10, 2007.
 - ii. City Commission public hearing of February 27, 2007.
 - iii. City Commission public hearing of March 27, 2007.
 - e. The applicants revised submissions of Year 2006 UMCAD Amendments and Annual Reports Campus Area Development District (UMCAD) applications submitted throughout the public hearing review process except as superseded by the Final 2006 UMCAD Amendments and Annual Report referenced in above item (1)(a). The revised applications are as follows:
 - i. Year 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD), Final Submittal, January 2, 2007, prepared by the University of Miami Campus Planning and Development, Volume I, Year 2006 UMCAD Amendments Letter of Transmittal received and date stamped by the Planning Department on January 2, 2007 (on file within the Planning Department).
 - ii. Year 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD), Additional Information Requested by the City of Coral Gables Planning Department, January 2, 2007, prepared by the University of Miami Campus Planning and Development received and date stamped by the Planning Department on January 2, 2007 (on file within the Planning Department).
 - iii. Year 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD), Final Submittal, November 21, 2006, prepared by the University of Miami Campus Planning and Development, Volume II, 2006 UMCAD Traffic Study Update & Concurrency analysis, prepared by Keith and Schnars, P.A., received and date stamped by the Planning Department on November 22, 2006 (on file within the Planning Department).
 - iv. Revised 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD) Final Submittal, February 27, 2007 prepared by University of Miami Campus Planning and Development, received and date stamped by the Planning Department on February 20, 2007 (on file within the Planning Department).
 - f. San Amaro Drive/ Trillo Avenue Pedestrian Signal and San Amaro Drive/ Memorial Drive Pedestrian Signal recommended actions outlined in the March 28, 2007 letter from Keith and Schnar, P.A. submitted on behalf of the University of Miami
2. Verification of revisions to plans, elevations and all supporting documents. Modification to all applicable documents pursuant to City Commission public hearing review and approval of the application shall be submitted to the Planning Department within 30 days of final approval for verification that all conditions of approval are satisfied. If applicable, the Planning Department shall advise of changes as provide as a part of the proceedings shall be provided to the applicant in 30 days and the applicant shall submit revised documents within 30 days.
 3. Changes to approved plans.
 - a. The applicant, successors or assigns shall advise of any changes to the plans and drawings referenced above as a part of building permit review process. Changes shall require Building and Zoning Department review and approval to determine the extent of changes and may require reconsideration by the Planning and Zoning Board and City Commission.
 - b. The applicant will facilitate all reviews and approvals provided herein through the City Manager's Office.
 4. Restrictive Covenant. Within 30 days of rendition of the adoption of the ordinance, the applicant shall submit for City Attorney review and approval of a Restrictive Covenant outlining all conditions of approval required by the City Commission. Failure to submit the draft Restrictive Covenant within the specified time frame shall render all approvals voidable.
 5. Total amount of development. The provisions of this approval are intended to apply to the 2006 UMCAD Amendments on a stand alone basis. Nothing within this approval shall be deemed to waive, abandon,

abrogate, increase or limit, ratify or otherwise confirm the development rights previously granted to the University by ordinance or otherwise accruing. This approval shall not serve as an act or omission by the City for purposes of a claim of waiver or estoppel - by City or by applicant - with respect to development rights previously granted. Nothing within this approval shall authorize a total amount of development which exceeds the applicable intensity of use limitations set forth within the City's comprehensive plan and zoning code, and as amended from time to time.

6. Mitigation and impact fees.

- a. Prior to the issuance of a building permit pursuant to a 2006 UMCAD Amendment, the Applicant and the City shall agree on an appropriate mitigation program to mitigate the impacts of each specific project, if any, with regard to police, fire, general services, and parks and recreation. Appropriate mitigation shall be based on the application of a dual rational nexus standard to the specific project and its impact, if any, on the City. Mitigation shall be appropriate only for measurable impacts resulting from net new development not otherwise mitigated. The required mitigation shall be directly proportional to the specific project's impact on the City and shall take into account any facilities or services with regard police, fire, general services, and parks and recreation which are provided by the Applicant. Any required mitigation shall have a direct and verifiable relationship to the net new impacts caused by the University on such public facilities. The Applicant acknowledges that the City is in the process of legislatively considering ordinances which provide for fees specifically related to workforce housing and art-in-public places. Should consideration of these ordinances proceed, the Commission will determine the terms, scope, conditions and application or non-application of these ordinances to the Applicant through the public hearing process.
- b. The Applicant shall provide the City with all required information to determine the appropriate mitigation for each specific project at or before the time of submittal of a project to the Board of Architects for preliminary review. The City shall have fifteen (15) business days thereafter to determine whether or not the information provided is sufficient for purposes of its review or, alternatively, to request any and all additional information necessary for purposes of determining the appropriate mitigation obligation in accordance with the methodologies set forth above. If the City does not request further information, the submittal materials shall be deemed sufficient and complete.
- c. The City administration shall meet and confer with the applicant to arrive at an initial determination with respect to appropriate mitigation within thirty (30) days of the day it receives the initial submittal materials or within thirty (30) days of its receipt of supplemental materials as applicable, whichever occurs later. If the applicant and the City Manager cannot agree on appropriate mitigation within said thirty (30) day period, the applicant shall be entitled to receive a building permit, provided that the applicant acknowledges in writing its obligation to comply with whatever mitigation program is ultimately determined to govern prior to the issuance of a certificate of occupancy, unless otherwise provided for in the approved mitigation program.
- d. In the event that the City Manager and the Applicant cannot agree within the thirty (30) day period described above, the City Manager shall, within ten (10) days, place the matter on the agenda of the City Commission for a final determination of appropriate mitigation. The City Commission shall make a final determination within thirty (30) days from the date the matter is placed on the City Commission agenda.
- e. In the event that the City enacts any codes or ordinances imposing an impact fee or other development exaction for any one or all of subjects for which appropriate mitigation is required which are applicable to the Applicant, payment of such impact fees or exactions shall be deemed to satisfy the Applicant's mitigation obligation for an UMCAD Amendment on a project by project basis, where appropriate. In the event that the City enacts any codes or ordinance imposing an impact fee or other development exaction, and the University's obligation under such legislation is less than that paid above, the University shall be entitled to a credit in the amount of the excess payment which may be applied to future impact fees and exactions. The enactment of an impact fee ordinance shall be through the public hearing process, at which time the Commission will determine the terms, scope, conditions and application or non application of this ordinance to the Applicant through the public hearing process.

7. Previously granted development order approvals. The applicant shall complete previously granted development order requirements, and/or ordinances including but not limited to traffic and roadway improvements pursuant to previously granted development order traffic and roadway improvements and/or the schedule as provided in the City approved MLOU. The traffic and roadway improvements are not subject to proportionate fair share. The applicant shall be responsible for all costs associated with the design, permitting and construction of all improvements. Construction of all improvements must begin with six (6) months of issuance of permits from permit agencies (i.e. City, County, and Florida Department of Transportation as applicable). If the applicant does not comply with the schedule of improvements, no further building permits shall be issued to the applicant for any improvements to the campus. One extension of six (6) months may be granted by the City Manager based upon delays in permitting as a result of other applicable agencies.
8. Building signage.
 - a. All buildings on the University of Miami campus within 1000 feet of "SFR", Single-Family Residential property shall be prohibited from erecting building signage above thirty-five (35) feet facing SFR zoned property.
 - b. Signage necessary to satisfy applicable emergency, building code, and life/safety requirements shall be exempt from the above prohibitions.
9. Private property/rights-of-way improvements of Ponce de Leon Boulevard, San Amaro Drive, Campo Sano Drive, Red Road and Granada Boulevard pursuant to the Zoning Code, Article 5, Division 11, Landscaping. Prior to the City of Coral Gables issued certificate of occupancy of buildings and/or certificates of completion provided for the UMCAD 2006 application amendments on/or before December 31, 2010, whichever occurs first, the applicant shall provide for the installation of all improvements as identified in the Zoning Code, Article 5, Division 11 Landscaping.
10. Construction staging plan. Prior to the issuance of a building permits for UMCAD 2006 amendments H3, H4, H6, H7, H21 and H22, the applicant shall submit a construction parking and traffic management plan for above listed amendments for the Building and Zoning Department review and approval.
11. Internal roadway (north and south). Prior to the issuance of a building permit for any 2006 UMCAD amendments located North of the Lake Osceola, titled "Proposed Internal Circulation Plan, Parking and Projects North of the Lake (on file in the Planning Department), the applicant shall submit construction plans for the internal roadway (north and south segments) to the City on before December 31, 2010 whichever occurs first. The applicant shall complete the construction of internal roadway (north and south segments) and secure City approval/acceptance prior to December 31, 2012. No certificate of occupancy/certificate of use shall be granted for any UMCAD 2006 amendments located North of the Lake Osceola as referenced herein if the roadway is not completed as defined herein. The parties recognize that the construction of the internal roadway improvement plan shall not cause or result in a permanent net loss of surface parking in those areas impacted by the road. The University shall possess the right to recapture any surface parking spaces displaced or affected by the roadway and replace that surface parking as close to the affected area as possible. The parties additionally agree that there shall be no reduction in the number of surface parking spaces north of Lake Osceola.
12. Access closure/relocation/consolidation plan. As a part of the submission of the construction plans for the internal roadway (north and south segments), the applicant shall provide an access closure/relocation/consolidation plan. The intent of this plan is to close/relocate/consolidate access points along San Amaro Drive north of Miller Road and on Campo Sano Drive. The applicant shall submit construction plans ("construction plans" shall mean thirty percent (30%) plans as generally understood and accepted within the transportation industry) to the City for the closure/relocation/consolidation of access drives on Campo Sano Drive and closure of Miller Road by December 31, 2008. The applicant shall complete the construction of the closure/relocation/consolidation of access drives and Miller Road by and secure City approval/acceptance prior to December 31, 2010.

13. Service deliveries. As a part of the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007, the applicant shall provide a traffic circulation plan that provides for limitations of service deliveries by trucks or other similar service vehicles on San Amaro Drive, Campo Sano Drive and surrounding residential properties. The intent is to provide limitations for deliveries and provide for primary service delivery and truck access via Ponce de Leon Boulevard. The Plan shall include further limitations as a result of the construction and opening of the internal roadway. The Public Works and Planning Department shall review the plan and provide conditions of approval in association with the approved UMCAD Regional Traffic Study (UMRTS).
14. University of Miami shuttle service. Upon completion the internal roadway plan pursuant to the established time frames provided in condition 11 and UMCAD amendment H4, the applicant shall provide a revised shuttle service circulation plan, titled "University of Miami Coral Gables Campus Shuttle Routes (on file in the Planning Department) in association with the completion of the internal roadway. The intent of this plan is to eliminate the use of San Amaro Drive and Campo Sano Drive where the internal circulation allows the shuttle service to remain internal to the campus. City review and approval of this plan shall be completed by the Planning Department and Public Works Department.
15. Use agreement for public rights-of-way. Prior to the issuance of any 2006 UMCAD building permits, the applicant shall provide the City Attorney a use agreement for review and approval of all applicable City right-of-ways utilized by the applicant.
16. Street closures. If applicable, prior to the issuance of a building permit, the applicant shall provide a minimum of 72 hour written notice to those residents impacted by any proposed partial closures of any surrounding streets as a result of the projects construction activity. Full closure of streets shall be prohibited.
17. Right-of-way encroachments. If applicable, prior to the issuance of a building permit, the applicant shall secure City Commission review and approval of all proposed encroachments into public rights-of-way.
18. Concurrency. Prior to the issuance of a building permit for any construction project contained within the UMCAD 2006 amendments, the applicant shall apply for a Concurrency Impact Statement (CIS), and any deficiency in available infrastructure identified by the CIS and the applicant shall be satisfactorily resolved and approved by the City prior to issuance of certificate of occupancy/certificate of use.
19. Advancement of traffic related improvements. To insure advancement of traffic related improvements provided herein, the applicant shall provide to the City Manager for City Commission public hearing review and consideration the following information within the following time frames:
 - a. December 1, 2007. Status report for the advancement/completion (as applicable) of all of the following:
 - i. Traffic and roadway improvements pursuant to previously granted development order traffic and roadway improvements and/or the schedule as provided in the City approved MLOU.
 - ii. UMCAD Regional Traffic Study (UMRTS) submitted to the City on or before August 1, 2007.
 - iii. Internal roadway (north and south).
 - iv. Closure/relocation/consolidation of access drives on Campo Sano Drive and closure of Miller Road.
 - v. Traffic circulation plan that provides for limitations of service deliveries by trucks or other similar service vehicles on San Amaro Drive, Campo Sano Drive and surrounding residential properties.
 - vi. If the applicant has submitted a local traffic impact and access study for the development authorized by the approval of any 2006 UMCAD "H" Amendment the findings and conclusions of the study.
 - b. December 1, 2008. Project Development and Environmental Study (PDE) for the closure/relocation/consolidation of access drives on Campo Sano Drive and closure of Miller Road.
 - c. June 1 Annually. Status report for the advancement/completion (as applicable) of all of the following until completion:

- i. Traffic and roadway improvements pursuant to previously granted development order traffic and roadway improvements and/or the schedule as provided in the City approved MLOU.
- ii. Improvements related to the UMCAD Regional Traffic Study (UMRTS).
- iii. Internal roadway (north and south).
- iv. Closure/relocation/consolidation of access drives on Campo Sano Drive and closure of Miller Drive.
- v. Traffic circulation plan that provides for limitations of service deliveries by trucks or other similar service vehicles on San Amaro Drive, Campo Sano Drive and surrounding residential properties.
- vi. If the applicant has submitted a local traffic impact and access study for the development authorized by the approval of any 2006 UMCAD "H" Amendment the findings and conclusions of the study.

Failure to adhere to the above timeframes shall result in no further issuance of any UMCAD 2006 building permits or issuance of UMCAD 2006 Certificate of Occupancies.

B. Specific UMCAD 2006 amendments conditions of approval for each UMCAD 2006 "H" amendment is referenced below and (as applicable) conditions of approval are provided for each amendment. The amendments are as follows:

1. *H1 - Retain the Jerry Herman Theatre Complex.*
 - a. UMCAD 2006 amendment H1 is approved subject to a maximum building height of one (1) floor.
2. *H2 - Renovation and Expansion of the Norman A. Whitten University Center; Demolition of Charles A. Gauthier Hall "Rathskeller"; and a New Student Activity Center.*
 - a. The approval of the 2006 UMCAD Amendment H2 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. UM shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the University proportionate share for development pursuant to the approved UMCAD. In the event that applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.
 - b. The Student Activity Center shall be entitled to building permits and certificates of occupancy provided that the University satisfies its obligation with respect to the realignment of Miller Road. The Miller Road realignment as agreed by the parties shall extend from Miller Road to the south side of the arboretum. This new condition shall prevail over the prior generalized language describing amendments "North of the Lake Osceola." The balance of the "North of the Lake" amendments shall remain linked to the obligations with respect to the internal road.
3. *H3 - Combined Otto G. Richter Library and Law School Addition; and Decrease in Combined Total Building Area*
 - a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H3 the applicant shall satisfy

the following:

- i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H3 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
 - b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H3 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.
 - c. The maximum building height shall be limited to seven (7) floors.
4. *H4 - Modification of Ashe Enrollment Addition, and Increase of Building Area for Interactive Science Center and Engineering Research Phase II.*
- a. UMCAD 2006 Amendment H4, modification of the Ashe Enrollment Addition is approved with no conditions.
 - b. UMCAD 2006 Amendment H4, Increase of Building Area for Interactive Science Center and Engineering Research Phase II shall be subject to the following conditions:
 - i. The approval of the 2006 UMCAD H4 amendment shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide the applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. The applicant shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the applicant's proportionate share for development pursuant to the approved UMCAD. In the event that UM does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.
 - ii. No building permit shall be issued for 2006 UMCAD Amendment H4 until construction plans for the internal roadway (north and south segments) have been submitted to and approved/accepted by the City or December 31, 2010 whichever occurs first.
 - iii. The applicant shall complete the construction of internal roadway (north and south segments) and secure City approval/acceptance prior to certificate of occupancy for 2006 UMCAD Amendment H4 or by the year December 31, 2012, whichever occurs first.
 - iv. The applicant shall construct the complete internal roadway in substantial compliance with the "Proposed Internal Circulation, Parking and Projects North of Lake" on file in the Planning

Department. The parties recognize that the construction of the internal roadway improvement plan shall not cause or result in a permanent net loss of surface parking in those areas impacted by the road. The University shall possess the right to recapture any surface parking spaces displaced or affected by the roadway and replace that surface parking as close to the affected area as possible. The parties additionally agree that there shall be no reduction in the number of surface parking spaces north of Lake Osceola.

5. *H5 - Botany Greenhouse Relocation and Change to Non FAR; and New Surface Parking.*
 - a. UMCAD 2006 Amendment H5, Botanical Greenhouse and the elimination of 1,022 square feet of floor area from total FAR calculations is approved with no conditions.
 - b. UMCAD 2006 Amendment H5, New Surface (115 space) surface parking lot is approved subject to the following conditions:
 - i. The approval of the 2006 UMCAD H5 amendment shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide the applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. The applicant shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the University proportionate share for development pursuant to the approved UMCAD. In the event that UM does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.
6. *H6 - Art Building 1 Partial Restoration.*
 - a. The applicant shall submit within 120 days of approval of these UMCAD 2006 amendments, an application to the Historic Resources Department for Historic Preservation Board determination as to whether the Arts buildings should be designated as a local historic landmark; and if the buildings are so designated, the University shall apply for a special certificate of appropriateness for the proposed partial demolition/restoration of the buildings and to comply with the terms and conditions of the certificate.
7. *H7 - Demolition and Replacement of Whitten Learning Center.*
 - a. UMCAD 2006 Amendment H7 in approved with no conditions.
8. *H8 - Increased Building Area for Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase I; Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase II; and Demolition of Behavioral Medicine Research Institute.*
 - a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H3 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H8 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,

- ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
 - b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H8 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.
- 9. *H9 - Lowe Art Museum Addition.*
 - a. The development authorized by the approval of 2006 UMCAD Amendment H9 shall be subject to any impact fee or other exactions adopted by the City of Coral which becomes effective prior to the issuance of any building permit for the authorized development, or any portion thereof. Refer to general condition number 6, "Mitigation and impact fees".
 - b. Notwithstanding the approval of the 2006 UMCAD Amendment H9, the total amount of development authorized pursuant to the UMCAD as thereby amended, shall not exceed the applicable intensity of use limitations set out in the Comprehensive Land Use Plan of the City of Coral Gables, as amended from time to time, calculated on the basis of a sealed survey and legal description of the University of Miami campus actual land area under ownership of the University of Miami. Refer to general condition number 5, "Total amount of development".
- 10. *H10 - Lakeview Student Housing I and II Sites.*
 - a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H10 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H10 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
 - b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H10 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.
- 11. *H11 - Pavia Parking Garage Addition; Merrick Parking Garage Site; Relocation of Portion of North South Center Development Zone Project; and Demolition of the Writing Center*
 - a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H11 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H11 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines

that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.

- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H11 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

12. *H12 - Theater Site Change and Increase in Building Area*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H12 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H12 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager , together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H12 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

13. *H13 - Art & Architecture College Academics Facility; and Art and Architecture Residential College; and Convocation/Student Parking Garage New Site; and Museum and University Hall Site Changes and Decreases in Building Area.*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H13 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H13 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager , together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H13 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

14. *H14 - Bank United Convocation Center Parking Garage Site Relocation; and Basketball Practice Facility.*

- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H14 the applicant shall satisfy the following:

- i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H14 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
 - b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H14 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.
15. *H15 - Serpentine Parking Lot Interim Expansion; and Dickinson Drive Realignment.*
- a. Prior to the issuance of a building permit for UMCAD 2006 Amendment H15, the applicant shall secure Planning Department, Public Works Department and Public Service Department review and approval of all of the following:
 - i. Landscape plan shall be provided pursuant to Zoning Code Article 5, Division 11 requirements.
 - ii. Lighting plan including lighting standards and illumination.
16. *H16 - Dickinson Student Housing Site and Dickinson Residential Parking Garage Site.*
- a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H16 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H3 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager , together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
 - b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H16 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.
17. *H17 - Wellness Center Addition Site.*
- a. UMCAD 2006 Amendment H17 is approved with no conditions.
18. *H18 - Hecht Center Addition Site and Demolition of Kearns Sports Hall of Fame; and Expansion of Cobb Track and Field Facility.*
- a. The approval of the 2006 UMCAD Amendment H18 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide UM with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. UM shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final

review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the applicant's proportionate share for development pursuant to the approved UMCAD. In the event that the applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that UM shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.

19. *H19 - Alex Rodriguez Park At Mark Light Field Reduced from Adopted Master Plan; and Demolition of Baseball Media Building*
 - a. UMCAD 2006 Amendment H19 is approved with no conditions.
20. *H20 - Robert and Judi Prokop Newman Alumni Center Site; Brescia Surface Parking Lot; and Demolition of Dance Studio/Theater Arts Building, the Alumni House, and the Marion and Ed Lau Founder's Club Building*
 - a. The approval of the 2006 UMCAD Amendment H20 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide UM with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. The applicant shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the applicant's proportionate share for development pursuant to the approved UMCAD. In the event that the applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate fair share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.
21. *H21 - Center for Music Learning and Leadership at the Frost School of Music; New Academic Facility Replacement; and Demolition of Arnold Volpe Music Building, Bertha Foster Memorial Music Building and Rehearsal Center, and Deletion of Student Services Facility from the adopted location*
 - a. The approval of the 2006 UMCAD Amendment H21 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide UM with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. The applicant shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30

days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the applicant's proportionate share for development pursuant to the approved UMCAD. In the event that the applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate fair share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.

- b. No building permit shall be issued for 2006 UMCAD Amendment H21 until construction plans for the relocation and improvement of Miller Road have been submitted to and approved/accepted by the City of Coral Gables or December 31, 2008 whichever occurs first.
- c. The maximum building heights shall be limited to six (6) floors.
- d. The applicant shall complete the construction of Miller Road and secure City approval/acceptance prior to certificate of occupancy for 2006 UMCAD Amendment H21 or December 31, 2010, whichever occurs first.
- e. The applicant shall construct the Miller Road realignment, from Miller Drive to Memorial Drive in substantial compliance with the plan attached hereto as Exhibit D, titled Proposed Internal Circulation, Parking and Projects North of Lake.
- f. No building permit shall be issued for 2006 UMCAD Amendment H21 until submission and approval is secured by the Planning Department and Public Works Department for a parking site plan for this amendment as referenced in the applicant's submitted programming information provided dated February 2, 2007.
- g. The Center of Music Learning and Leadership at the Frost School of Music shall be entitled to building permits and certificates of occupancy provided that the University satisfies its obligation with respect to the realignment of Miller Road. The Miller Road realignment as agreed by the parties shall extend from Miller Road to the south side of the arboretum. This new condition shall prevail over the prior generalized language describing amendments "North of the Lake Osceola." The balance of the "North of the Lake" amendments shall remain linked to the obligations with respect to the internal road.

22. *H22 - Interactive Science Center and Engineering Research Site Phase I.*

- a. The approval of the 2006 UMCAD Amendment H22 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide the applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. UM shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the University proportionate share for development pursuant to the approved UMCAD. In the event that the applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any

residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1st of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.

- b. No building permit shall be issued for 2006 UMCAD Amendment H22 until construction plans for the internal roadway (north and south segments) have been submitted to and approved/accepted by the City or December 31, 2010, whichever occurs first.
- c. The applicant shall complete the construction of internal roadway (north and south segments) and secure City approval/acceptance prior to certificate of occupancy for 2006 UMCAD Amendment H8 or by the year December 31, 2012, whichever occurs first.
- d. The applicant shall construct the complete internal roadway (north and south segments) in substantial compliance with the plan attached hereto as Exhibit D, titled Proposed Internal Circulation, Parking and Projects North of Lake. The parties recognize that the construction of the internal roadway improvement plan shall not cause or result in a permanent net loss of parking in those areas impacted by the road. The University shall possess the right to recapture any parking spaces displaced or affected by the roadway and replace that parking as close to the affected area as possible. The parties additionally agree that there shall be no reduction in the number of parking spaces north of Lake Osceola.
- e. The maximum building height shall be three (3) floors.

NOW THEREFORE, IN ORDER TO ASSURE the City that the representations made by the University in connection with the approvals by the City will be abided by, the University freely, voluntarily, and without duress, makes the following Declaration of Restrictions covering and running with the Property:

- (1) The above recitations are true and correct and are incorporated herein in their entirety.
- (2) As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the premises to determine whether or not the requirements of the Building and Zoning regulations and the conditions herein agreed to are being complied with.
- (3) This Declaration on the part of the University shall constitute a covenant running with the land and may be recorded, at the University's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the University, and its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.
- (4) This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the City of Coral Gables.
- (5) This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City of Coral Gables. Should this Declaration of Restrictions be so modified, amended or released, the City shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.
- (6) That enforcement shall be by action at law or in equity against any parties or person violating, or attempting to violate, any covenants, either to restrain violations or to recover damages. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of their attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both;


- (7) In the event the terms of this Declaration are not being complied with, in addition to other remedies available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as there is compliance with this Declaration;
- (8) All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges;
- (9) Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration;
- (10) Invalidity of any of these covenants by judgment or Court shall not affect any of the other provisions, which shall remain in full force and effect.
- (11) This Declaration shall be filed in the public records of Miami-Dade County, Florida, at the cost of the University.

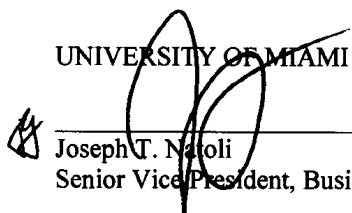
NOW, THEREFORE, for good and valuable consideration, the undersigned does hereby declare that it will not convey or cause to be conveyed the title to the above referenced Property without requiring the successor in title to abide by all the terms and conditions set forth herein.

FURTHER, the undersigned declares that this covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment, and title to the Property and shall be binding upon the undersigned, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused its seal to be affixed hereto on this 7th day of September 2007.

ATTEST:


 Aileen M. Ugalde
 Vice President, General Counsel
 And Secretary

UNIVERSITY OF MIAMI
 By: 
 Joseph T. Ntoli
 Senior Vice President, Business and Finance

STATE OF FLORIDA)
) ss.
 COUNTY OF DADE)

On September 6, 2007 before me Joseph Natoli, a Notary Public in and for said State, personally appeared Joseph T. Natoli, as Senior Vice President, Business and Finance of the University of Miami, a Florida non-profit corporation, on behalf of the corporation. He is personally known to me and subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

Ruth Rubi

Notary Public, State of Florida

My Commission expires:



Approved as to form and content:

Elizabeth M. Hernandez

ELIZABETH M. HERNANDEZ
CITY ATTORNEY

PREPARED BY: ELIZABETH M. HERNANDEZ, CITY ATTORNEY
405 BILTMORE WAY, CORAL GABLES, FLORIDA 33134
(305) 460-5218

Appendix 10

CHARLIE.SIEMON@GRAY-ROBINSON.COM

October 3, 2013

Janet L Gavarrete
University Campus Planner
University of Miami
P.O. Box 248106
Coral Gables, FL 33124-2820

Dear Janet:

The City of Coral Gables hereby acknowledges your letter of August 1, 2013 with regard to the Closure/Relocation/Consolidation of Access Drives and Realignment of the Existing Miller Road to South of the Arboretum.

The City's professional staff has carefully reviewed the University's stated of satisfaction of Phase I of the Internal Road as described in the UMCAD approval, City of Coral Gables Ordinance No. 2007-16 ("Miller Road Improvements"). The City's professional staff has determined that the University's characterization of the satisfaction of the UMCAD conditions of UMCAD approval is accurate with regard to the following provisions and the corresponding provisions of the Declaration of Restrictive Covenants, dated September 7, 2007 and recorded at OR Bk. 25968 at pages 4593-4609 of the public records of Miami-Dade County, Florida: 1) section 3.11 of Ordinance No. 2007-16 (partial satisfaction) ; 2) section 3.12 of Ordinance No. 2007-16 (full satisfaction); 3) section 3.3.H2.b (Student Activity Center) of Ordinance No. 2007-16 (full satisfaction); 4) section 3.21.H21.d (Center for Music Learning and Leadership) of Ordinance No. 2007-16 (full satisfaction); 5) Section 3.4.H4.b.iii of Ordinance No. 2007-16 (partial satisfaction); and 6) Section 3.22.H22.c (partial satisfaction).

Sincerely,



Charlie L. Siemon

CLS/lgh

Certificate of Occupancy



City of Coral Gables

Parcel Address 1330 MILLER DR
RATHSKELLER
CORAL GABLES, FL 33146

Permit Number: BL-11-04-5599

Legal Description: 19-30 54 41 76.18 AC PB 46-81
MAIN CAMPUS UNIV OF MIAMI
TR 1 LESS BEG X NE/L OF AVE
APRICALA & NW/L PONCE DE

Project Description: ***INCLUSIVE***THRESHOLD 4
LEVEL STUDENT ACTIVITIES
CENTER (116,517.45 SF)
PAVER DRIVE & ASPHLAT.

Parcel Number: 03-4130-015-0010

Owner: UNIVERSITY OF MIAMI & W INS & R

Permit Holder: MOSS & ASSOCIATES

This Certificate of Occupancy certifies that the building and premises located at the above address have been inspected and found to comply with the Florida Building Code, Ordinances of the City of Coral Gables, Zoning Regulations and all other applicable regulations.

Date:

6/18/14

Building Official

INVALID WITHOUT AN APPROVED SIGNATURE

Certificate of Occupancy



City of Coral Gables

Parcel Address 5501 SAN AMARO DR
FROST SCHOOL OF MUSIC
CORAL GABLES, FL 33146

Permit Number: BL-12-12-0561

Legal Description: 19-30 54 41 76.18 AC PB 46-81
MAIN CAMPUS UNIV OF MIAMI
TR 1 LESS BEG X NE/L OF AVE
APRICALA & NW/L PONCE DE

Project Description: ***SPECIAL INSPECTOR
ARMONDO SALAS P.E.***NEW
(3) LEVEL NORTH WING / (3)
LEVEL SOUTH WING

Parcel Number: 03-4130-015-0010


Owner: UNIVERSITY OF MIAMI INS & R E

Permit Holder: UNIVERSITY OF MIAMI INS & R E

This Certificate of Occupancy certifies that the building and premises located at the above address have been inspected and found to comply with the Florida Building Code, Ordinances of the City of Coral Gables, Zoning Regulations and all other applicable regulations.

Date:

11/28/14


Building Official

INVALID WITHOUT AN APPROVED SIGNATURE

From: "Leen, Craig" <cleen@coralgables.com>

Date: December 9, 2015 at 11:31:21 AM EST

To: 'Emily Vaughan' <evaughan@shubinbass.com>

Cc: "Trias, Ramon" <rtrias@coralgables.com>, "Gavarrete, Janet L." <jgavarrete@miami.edu>, Jeff Bass <jbass@shubinbass.com>, "Wu, Charles" <cwu@coralgables.com>, "Ramos, Miriam" <mrmos@coralgables.com>, "Figueroa, Yaneris" <yfigueroa@coralgables.com>

Subject: RE: University of Miami - Development Agreement

Pursuant to section 2-201(e)(1) and (8) of the City Code, as well as section 2-702 of the Zoning Code, it is my opinion that equitable tolling applies for the period of time while the application is pending. The University should not be required to present construction plans while the proposed amendments to the Internal Road, which have been proffered in good faith and are presently pending as an application, are reviewed by the City Commission. It is also in the best legal interests of the City to ensure that the Commission has a full opportunity to consider the proposed amendments before construction documents are presented. My office and Development Services will calculate the new date once the period of equitable tolling is completed.

Craig E. Leen, City Attorney

*Board Certified by the Florida Bar in
City, County and Local Government Law*
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134
Phone: (305) 460-5218
Fax: (305) 460-5264
Email: cleen@coralgables.com

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2016-56

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES AMENDING THE CITY OF CORAL GABLES AND UNIVERSITY OF MIAMI DEVELOPMENT AGREEMENT, ADOPTED BY ORDINANCE NO. 2010-31 ON 09.28.10, PURSUANT TO ZONING CODE ARTICLE 3, DIVISION 19, ENTITLED "DEVELOPMENT AGREEMENTS", FOR THE UNIVERSITY OF MIAMI, CITY OF CORAL GABLES CAMPUS, AMENDING PARAGRAPH 19 OF THE DEVELOPMENT AGREEMENT ("INTERNAL ROAD AND ACCESS") THAT GOVERNS INTERNAL CIRCULATION ON THE CORAL GABLES CAMPUS, MODIFYING THE SCOPE AND SCHEDULE OF PHASE II OF THE INTERNAL ROAD, PROVIDING FOR CONDITIONS OF APPROVAL, PROVIDING FOR ENFORCEMENT, PROVIDING FOR A REPEALER PROVISION, SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE. (LEGAL DESCRIPTION ON FILE)

WHEREAS, an application was submitted requesting an amendment to the City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010, pursuant to Zoning Code Article 3, Division 19, entitled "Development Agreements", for the University of Miami, City of Coral Gables Campus, amending Paragraph 19 of the Development Agreement that governs internal circulation on the Coral Gables campus, to modify Phase II of the Internal Road; and

WHEREAS, the University explained and justified the modifications to Phase II of the Internal Road in the Phase II Internal Road Modification Justification Report ("Justification Report") prepared by the professional engineering firm of Keith and Schnars, revised January 29, 2016; and

WHEREAS, the modification to Phase II of the Internal Road is justified to reflect the University's substantial progress in reducing traffic in the portion of the campus perimeter north of Lake Osceola through its use of integrated mobility strategies described in the Justification Report; and

WHEREAS, after notice of public hearing duly published and notification of all property owners of record within one thousand (1000) feet of the property, a public hearing was held before the Planning and Zoning Board on December 9, 2015, at which hearings all interested persons were afforded the opportunity to be heard; and

WHEREAS, at a public hearing held on December 9, 2015, the Planning and Zoning Board recommended approval of the amendment to the University of Miami Development Agreement with conditions (vote: 6-0); and

WHEREAS, the City Commission held a public hearing on April 12, 2016 at which hearing all interested persons were afforded an opportunity to be heard and this application for an amendment to the Development Agreement was approved on first reading (vote: 5-0); and

WHEREAS, the City Commission held a public hearing on November 15, 2016 at which hearing all interested persons were afforded an opportunity to be heard and this application for an amendment to the Development Agreement was approved on second reading (vote:4-1);

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The City finds that the amendment to the development agreement is justified by the Justification Report, consistent with the City’s comprehensive plan, and furthers the health, safety, and welfare of the City of Coral Gables.

SECTION 3. The University shall construct Phase II of the Internal Road as follows:

3.1 The route for Phase II shall be constructed in accordance with the document titled “Revised Approach to Phase II of the Internal Road” attached hereto as Exhibit A which expressly supersedes and repeals any prior iteration of an internal circulation plan referred to as the Internal Road.

3.2 The scope of work for Phase II connecting the parking lots shall be constructed in accordance with the plan entitled “Figure 9 Proposed Modification to Phase II Internal Road” prepared by Keith and Schnars, dated January 29, 2016, attached hereto as Exhibit B.

3.3 The University shall prepare and submit construction documents for improvements to install sidewalk, trees, and lamppost lighting along the western side of the public right-of-way on Pisano Avenue from Campo Sano to University Drive; no changes to the sidewalk shall be included along Campo Sano by the University nor the intersections of Pisano Avenue and Campo Sano, nor Pisano Avenue and University Drive.

3.4 Any and all prior conditions of approval attached to the University’s obligation to construct the Internal Road are hereby rescinded except as set forth herein.

SECTION 4. The City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010 is hereby amended as follows:

19. Internal Road and Access.

- a. Ordinance #2007-16, passed and adopted March 27, 2007 (UMCAD 2006), and the concurrent declaration of Covenants and Restrictions, recorded on October 3, 2007 in the public records at OR Book 25968, Pages 4593-4609, are hereby amended as follows:
 - i. for submitting construction plans for the entire Internal Road to:
 - a. December 31, 2016, or
 - b. The issuance of a building permit for any 2006 UMCAD amendments located north of Lake Osceola, or

- c. the issuance of a building permit for UMCAD 2006 Amendment H4, or
 - d. the issuance of a building permit for UMCAD 2006 Amendment H22, whichever occurs first.
 - ii. for the completion of the construction of the closure/relocation/consolidation of access drives and the realignment of the existing Miller Road to south of the arboretum to:
 - a. December 31, 2016, or
 - b. City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H21, whichever occurs first;
 - iii. for the completion of the Internal Road to:
 - a. December 31, 2017, or
 - b. City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H4, or
 - c. City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H22, whichever occurs first.
 - iv. Any surface parking spaces displaced or affected by the construction of the modified Internal Road shall be replaced one-for-one anywhere on campus.
- b. Construction of the Internal Road is subject to the following conditions:
- i. The construction documents for the improvements in the campus and in the right of way area of Pisano Avenue shall be submitted for review and approval pursuant to applicable city regulations. Submittal of construction plans for these improvements and completion of these improvements shall follow the Internal Road deadlines outlined in Section 19 of the Development Agreement dated September 28, 2010 between the City of Coral Gables and the University of Miami, and as modified by this Development Agreement Amendment request.
 - ii. The University shall fund construction costs for specific public realm improvements to be designed and constructed by the City based upon input from City Staff, the surrounding residential community and the University up to \$250,000 ("Public Realm Improvements").
 - a. The Public Realm Improvements shall be designed and constructed by the City to benefit the surrounding residential community at locations adjacent to the University's campus.
 - b. The University shall tender payment to fund the Public Realm Improvements when presented by the City with written request for payment with the appropriate contract/work order for the construction of the Public Realm Improvements.
 - c. This condition – and the University's obligation to fund the Public Realm Improvements – shall expire within ten (10) years of the date of the date of the

adoption of this Ordinance No. 2016-56, unless extended in writing by the mutual consent of the parties.

- d. Based upon public input received during the public outreach process, no changes to the existing sidewalk and lighting shall occur on San Amaro Drive from Memorial Drive to Campo Sano Avenue west of the Gifford Arboretum.
- iii. The University will identify pedestrian/bicycle pathway connections internally on campus comprised of both current and new segments as needed to provide connectivity from Memorial Drive to University Drive including Brunson Drive.
- iv. The University will install signage, wayfinding, maps, and labels of the Gifford Arboretum's unique plant species. Installation of these features shall follow the Internal Road deadlines outlined in Section 19 of the Development Agreement dated September 28, 2010 between the City of Coral Gables and the University of Miami, and as modified by the Development Agreement Amendment request.
- v. Commission approval is required for a special treatment sidewalk, decorative pavers, landscaping, irrigation, street lighting, landscaping lighting, and any other encroachments into, onto, under and over the right of way. The above encroachments shall be approved by City resolution and a Hold Harmless agreement shall be executed.
- vi. Incorporate Silva cell planters or structural soil into the landscape plans for all trees planted within the public right-of-way.
- vii. The University shall maintain the existing bridge crossing from University Drive south over the canal to accommodate pedestrian connectivity as well as emergency police vehicles.
- viii. The University shall construct a service road connecting Phase I and Phase II of the Internal Road along the north side of the Knight Physics Building and south of the Gifford Arboretum in a manner that does not impact the existing Arboretum. Construction of this service road connection shall follow the Internal Road deadlines outlined in Section 19 of the Development Agreement dated September 28, 2010 between the City of Coral Gables and the University of Miami, and as modified by the Development Agreement Amendment request.
- ix. The University shall expand the Arboretum to include a portion of that land previously occupied by the University's wood art studio. Expansion of the Arboretum shall follow the Internal Road deadlines outlined in Section 19 of the Development Agreement dated September 28, 2010 between the City of Coral Gables and the University of Miami, and as modified by the Development Agreement Amendment request.

SECTION 5. All rights, actions, proceedings and contracts of the City, including the City Commissioners, the City Manager, or any of its departments, boards or officers undertaken pursuant to the existing code provisions, shall be enforced, continued, or completed, in all respects, as though begun or

executed hereunder.

SECTION 6. All ordinances or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.

SECTION 7. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 8. This development permit by the City of Coral Gables does not in any way create any right on the part of an applicant to obtain a permit from a county, state or federal agency. Likewise, this development permit does not create any liability on the part of the City of Coral Gables for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a county, state or federal agency, or if the applicant undertakes actions that result in a violation of county, state or federal law. In addition, as a condition of this approval, all county, state and federal permits must be obtained before commencement of the development.

SECTION 9. This ordinance shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS FIFTEENTH DAY OF NOVEMBER, A.D., 2016.

(Moved: Keon / Seconded: Quesada)

(Yeas: Slesnick, Keon, Quesada, Cason)

(Majority: (4-1) Vote)


(Nays: Lago)

(Agenda Item: E-1)

APPROVED:


JIM CASON
MAYOR

ATTEST:


WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


CRAIG E. LEEN
CITY ATTORNEY



The City of Coral Gables

Development Services Department

CODE ENFORCEMENT DIVISION

427 BILTMORE WAY, SUITE 100

CORAL GABLES, FLORIDA 33134

August 20, 2018

Ms. Janet Gavarrette
Associate Vice President, Campus Planning & Devt.
Real Estate and Facilities
1535 Levante Avenue
Coral Gables, FL 33146

RE: Internal Road – University of Miami

Dear Ms. Gavarrette:

This is in response to your letter dated July 20, 2018, regarding the completion of the internal road pursuant to the Development Agreement between the City and University of Miami. The city acknowledges the work completed to date is in accordance with the approved permits and is consistent with the conditions of the Development Agreement. Further, we understand that the electric poles in the Pisano Avenue right-of-way will be installed by the City as per our agreement with FPL by permit PW 17-11-1428.

Please do not hesitate to contact me if you have any questions or require further information.

Sincerely,

A handwritten signature in dark ink, appearing to read "Charles K. Wu".

Charles K. Wu, AICP CUP, CNU-A, CLSSGB, LEED AP BD+C ND
Assistant Devt. Services Director for Admin. and Code Enforcement

cc: Cathy Swanson-Rivenbark, City Manager
Miriam Ramos, City Attorney
Peter Iglesias, Asst. City Manager
Suramy Cabrera, Devt. Services Director
Ed Santamaria, Public Works Director

Appendix 11

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2011-03

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES PURSUANT TO ZONING CODE ARTICLE 3, DIVISION 12, "ABANDONMENT AND VACATIONS", PROVIDING FOR THE ABANDONMENT AND VACATION OF NON-FEE INTERESTS OF THE CITY FOR THE FOLLOWING PUBLIC RIGHTS-OF-WAY IDENTIFIED AS: THEO. DICKINSON DRIVE, WM. E. WALSH AVENUE, GEORGE E. MERRICK STREET, HENRY KING STANFORD DRIVE, PAVIA STREET AND LEVANTE AVENUE, ALL WITHIN THE UNIVERSITY OF MIAMI CAMPUS, CORAL GABLES, FLORIDA; PROVIDING FOR A REPEALER PROVISION, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Application No. 09-10-120-P was submitted requesting the abandonment and vacation of non-fee interests of the City for the following public rights-of-way identified as: Theo. Dickinson Drive, Wm. E. Walsh Avenue, George E. Merrick Street, Henry King Stanford Drive, Pavia Street and Levante Avenue, all within the University of Miami campus, Coral Gables, Florida (All mapping and legal descriptions are on file in the Planning Department); and

WHEREAS, the procedures and requirements for the abandonment and vacation of non-fee interests are provided in Zoning Code, Article 3, Division 12, entitled "Abandonment and Vacations" and in City Code Chapter 62, Article 8, entitled "Vacation, Abandonment and Closure of Streets, Easements and Alleys by Private Owners; Application Process"; and

WHEREAS, the application in compliance with City Code Section 62-262 on November 19, 2010 was considered by the Development Review Committee to solicit comments from City departments; and

WHEREAS, comments were solicited from affected utility companies and no objections were received from any of the utility companies; and

WHEREAS, a Memorandum of Understanding by the University of Miami, requesting all abutting property owners quit claim deed their interest in the rights-of-way to the University in exchange for a perpetual easement to access their respective properties; and

WHEREAS, after notice of public hearing duly published and notifications of all property owners of record within one thousand five hundred (1500) feet, public hearings were held before the Planning and Zoning Board of the City of Coral Gables on November 30, 2010, at which hearings all interested persons were afforded the opportunity to be heard; and

WHEREAS, at the Planning and Zoning Board's November 30, 2010 meeting, the Board recommended unanimous approval (vote: 5-0) with conditions of the abandonment and vacation of non-fee interests of the City for the following public rights-of-way identified as: Theo. Dickinson Drive, Wm. E. Walsh Avenue, George E. Merrick Street, Henry King Stanford Drive, Pavia Street and Levante Avenue, all within the University of Miami campus and

WHEREAS, pursuant to the City Code an additional public hearing notice was provided via Certified Mail to all property owners within 1500 feet of entire University campus advising of the December 14, 2010 public hearing; and

WHEREAS, the City Commission held a public hearing on December 14, 2010 at which hearing all interested persons were afforded an opportunity to be heard and this application for the abandonment and vacation of non-fee interests as referenced herein was approved with conditions, on first reading (vote: 4-0); and

WHEREAS, public hearings have been completed as indicated herein by the Coral Gables City Commission in consideration of a request for the abandonment and vacation of non-fee interests as required by the Zoning Code City Code, and including careful consideration of written and oral comments by members of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The proposed the abandonment and vacation of non-fee interests of the City for the following public rights-of-way identified as: Theo. Dickinson Drive, Wm. E. Walsh Avenue, George E. Merrick Street, Henry King Stanford Drive, Pavia Street and Levante Avenue, all within the University of Miami campus, Coral Gables, Florida shall be and is hereby approved with the following conditions:

1. The vacation of the rights-of-way shall be subject to continued enforcement of all public utility easements within the rights-of-way.
2. Provisions shall be made for 24-hour access for utility owners and City personnel to enter upon these easements.
3. The public rights-of-way to be abandoned are not considered an integral part of the overall City street system.
4. The proposed vacations will not impact properties and traffic movements of the geographic area within 2,500 feet of the proposed vacations.
5. The proposed vacations shall not impede emergency vehicular access to adjacent easement properties or solid waste pick-up arrangements within the street vacations.
6. Within 180 days of City Commission approval for the vacation of the streets, the University shall produce plans and drawings to the Fire Department identifying all roadways within the campus as being dedicated "fire access roads" per Florida Fire Prevention Code NFPA 1-18.1.1.1. Further, said plans need to identify all roads, parking lot lanes, and fire apparatus staging lanes per Florida Fire Prevention Code NFPA 1-18.2.3.1.2.
7. All future traffic control devices and designs shall be submitted to the Fire Department for approval prior to any installation per Florida Fire Prevention Code NFPA 1-18.2.3.4.7.

8. All fire access roads and lanes shall be maintained and prohibited from any obstructions thereafter per Florida Fire Prevention Code NFPA 1-18.2.3.5.1.
(All mapping and legal descriptions are on file in the Planning Department).

SECTION 3. All rights, actions, proceedings and Contracts of the City, including the City Commissioners, the City Manager, or any of its departments, boards or officers undertaken pursuant to the existing code provisions, shall be enforced, continued, or completed, in all respects, as though begun or executed hereunder.

SECTION 4. All ordinance or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.


SECTION 5. If any section, part of session, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 6. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of the City of Coral Gables, Florida, as amended, which provisions may be renumbered or relettered and that the word ordinance be changed to "section", "article", or other appropriate word to accomplish such intention.

SECTION 7. This ordinance shall become effective when the perpetual easements attached hereto as Attachments A and B are duly executed by the University of Miami and filed with the City Clerk of the City of Coral Gables.

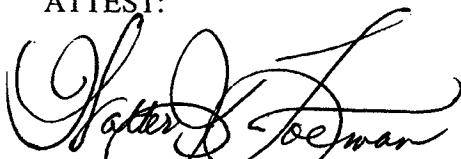
PASSED AND ADOPTED THIS TWENTY-FIFTH DAY OF JANUARY, A.D., 2011.
(Moved: Kerdyk / Seconded: Withers)
(Yeas: Withers, Anderson, Kerdyk, Slesnick)
(Majority: (4-0) Vote)
(Absent: Cabrera)
(Agenda Item: E-2)

APPROVED:




DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

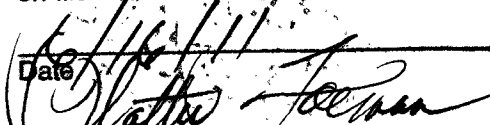
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



LOURDES ALFONSIN RUIZ
INTERIM CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, HEREBY CERTIFY that the foregoing
is a true and correct copy of the original
on file in this office.



Date: 1/25/11
City Clerk

Appendix 12

PREPARED BY
CORAL GABLES CITY ATTORNEY
AND UNIVERSITY OF MIAMI
1535 LEVINGTONE AVE
CORAL GABLES, FL 33146



CFN 2011R0395246
DR Bk 27724 Pgs 2654 - 2668 (15pgs)
RECORDED 06/16/2011 15:00:13
DEED DDC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

EASEMENT OF ACCESS

This Easement of Access Agreement ("Agreement") made this 15th day of June 2011, by and among the University of Miami, a Florida nonprofit corporation ("Grantor" or "UM") and the City of Coral Gables, a Florida municipal corporation ("Grantee" or "City").

WHEREAS, Grantor and Grantee are parties to a certain Development Agreement dated September 28, 2010 ("Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, the City agreed to abandon and vacate the City's non-fee interests in certain streets within UM's campus located at Coral Gables, Florida, which streets are described in Exhibit "A" attached hereto ("Internal Streets"); and

WHEREAS, the Development Agreement provides the City's agreement to abandon and vacate the Internal Streets is subject to a reservation of access in favor of the City for law enforcement, fire and life safety, code enforcement and any and all other municipal purposes; and

WHEREAS, the City has solicited comments as to the abandonment of the Internal Streets from affected utility companies ("Utility Companies"), and no objections were received from any of the utility companies; and

WHEREAS, by Ordinance No. 2011-03, the City has abandoned and vacated the Internal Streets;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. RECITALS. The recitals set forth above are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference.
2. UTILITY COMPANY ACCESS EASEMENTS. Nothing in this Access Easement shall abrogate any existing utility easement and access thereto.

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3. GRANT OF ACCESS EASEMENT TO THE CITY. Grantor does hereby create, grant, declare and convey to the City a non-exclusive perpetual easement over, across, upon and through the Internal Streets for the purposes of vehicular ingress and egress on, upon and through the Internal Streets to provide access to the City for law enforcement, fire and life safety, parking, code enforcement and any and all other municipal purposes.

4. RELOCATION OF INTERNAL STREETS. In the event UM modifies or relocates the Internal Streets pursuant to a modification of the approved Campus Master Plan and such modification and/or relocation is approved by the City in accordance with the Code of Ordinances of the City, the perpetual easement granted hereunder shall be deemed to be modified and relocated to such modified or relocated street(s).

5. FIRE ACCESS ROADS. Within 180 days from the date hereof, UM shall produce plans and drawings to the City and its Fire Department identifying and setting forth all roadways within the UM campus as dedicated "fire access roads" pursuant to Florida Fire Prevention Code NFPA 1-18.1.1, and identifying all roads, parking lot lanes, and fire apparatus staging lanes pursuant to Florida Fire Prevention Code NFPA 1-18.2.3.1.2. Further, UM agrees to maintain the fire access roads free from all obstruction pursuant to Florida Fire Prevention Code NFPA 1-18.2.3.5.1.

6. TRAFFIC CONTROL. UM agrees to and shall submit to the City and its Fire Department plans and designs for all traffic control devices to be installed on the UM campus as required by Florida Fire Prevention Code NFPA 1-18.2.3.4.7.

7. POLICING AGREEMENTS. The provisions of the policing agreement between the parties dated December 1, 1969, as modified on February 11, 1977, shall continue to be in full force and effect and are reiterated and incorporated herein by this reference.

8. HOLD HARMLESS. In consideration of the City's agreement to abandon and vacate the Internal Streets, UM agrees that UM, at all times, will indemnify and hold harmless the City from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses, liabilities, including, without limitation, attorney's fees and court costs (at trial and all other levels) resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Internal Streets, or by any act or omission of UM, or its employees, agents, contractors, invitees, guests or patrons, upon, at or from the Internal Streets. The City shall not be liable to UM for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of UM or property of UM which may be caused by the act, neglect, omissions or faults of any persons or entities, except when such injury, loss or damage results from the gross negligence of the City, its agents or employees. All personal property placed or moved onto the Internal Streets shall be at the risk of UM or the owner thereof, and the City shall not be liable to UM for any damage to said personal property. UM agrees to waive any rights of subrogation against the City for any injury or damage to persons or property. If the City shall be made a party to any litigation commenced against UM, then UM shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the City in connection with such litigation and any appeal thereof.

9. DATE. This Agreement shall become effective as of the date hereof.

10. AMENDMENT. This Agreement may be amended from time to time by mutual written consent of the parties.

11. COVENANT RUNNING WITH THE LAND. This Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of Grantor and Grantee, as the case may be, and their respective successors and assigns.

12. NO PUBLIC DEDICATION. Nothing contained in this Agreement shall, in any way, be deemed to constitute a gift of or dedication of any portion of any lands described herein to the general public or for the benefit of the general public whatsoever, it being the intention of the Parties that this Agreement shall be limited to and used for the purposes expressed in this Agreement and only for the benefit of the Grantee and Grantor.

In witness whereof, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered
in presence of:

Meghan Halley
Print Name

Meghan Halley
Print Name

UNIVERSITY OF MIAMI,
a Florida non-profit corporation

By: [Signature]
Joseph T. Natoli
Senior Vice President, Business and
Finance

Signed, sealed and delivered
in presence of:

CITY OF CORAL GABLES, a municipal corporation of
the State of Florida

Walter Foeman
Print Name
City Clerk

By: Patrick Salerno
Patrick Salerno
City Manager

ATTEST:
Walter Foeman
Walter Foeman, City Clerk
6/15/11

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Lourdes Alfonsin
Lourdes Alfonsin, Interim City Attorney

STATE OF FLORIDA :
COUNTY OF MIAMI-DADE : SS

Acknowledged before me this 31st day of January, 2011, by Joseph T. Natoli, the Senior Vice President, Business and Finance of the University of Miami, a Florida nonprofit corporation, who is personally known to me or produced a driver's license as identification.



Meghan Halley
Notary Public, State of Florida

STATE OF FLORIDA :
COUNTY OF MIAMI-DADE : SS

Acknowledged before me this 15th day of June, 2011, by Patrick Salerno, the City Manager of the City of Coral Gables, a municipal corporation of the State of Florida, who is personally known to me or produced a driver's license as identification.



Billy V. Urcina
Notary Public, State of Florida

Exhibit A



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

"Theo. Dickinson Drive"

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Theo. Dickinson Drive", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd". (University Concourse) as shown on said Plat.

ON THE WEST: By the Westerly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

ON THE NORTH: By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

ON THE EAST: By the Easterly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

Note: This description includes that portion of said "Theo Dickinson Drive" as vacated by the City of Coral Gables pursuant to City Ordinance Number 2682, adopted February 24, 1987 and recorded March 30, 1987 in Official Records Book 13227 at Page 1306 of the Public Records of Dade County (now Miami-Dade County), Florida. This vacated portion of the Right of Way was included in the foregoing legal description due to the positional uncertainty of the legal description for same set forth in said City Ordinance.

"Wm. E. Walsh Ave."

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Wm. E. Walsh Ave.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, and the recorded Plat of UNIVERSITY OF MIAMI DAUER TRACT, according to the Plat thereof, as recorded in Plat Book 161 at Page 60 of the Public Records of Miami-Dade County, Florida being butted and bounded as follows, viz.:

ON THE WEST: By the Westerly Right of Way line of "Theo. Dickinson Drive" as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

March 18, 2008

1



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

ON THE NORTH: By the Northerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST: By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

ON THE SOUTH: By the Southerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

"Geo. E. Merrick St."

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Geo. E. Merrick St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said Plat.

ON THE WEST: By the Westerly Right of Way line of said "Geo. E. Merrick St." as shown on said Plat.

ON THE NORTH: By the Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

ON THE EAST: By the Easterly Right of Way line of said "Geo. E. Merrick St.", extending Northerly and Easterly from its Point of Intersection with the aforementioned Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) to a Point of Intersection with the Northerly prolongation of the Westerly Right of Way line of "Pavia St." as shown on said Plat and Northerly along said Northerly prolongation of the Westerly Right of Way line of "Pavia St." to its Point of Intersection with said Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat. Said Northerly prolongation of the Westerly Right of Way line of "Pavia St." is the same as the Westerly Line of a portion of said "Geo. E. Merrick St." as previously vacated by the City Commission of the City of Coral Gables, Florida, pursuant to Ordinance Number 976, as passed and adopted on June 26, 1956.

**"Henry King Stanford Drive/Pavia St./Ave. Levante"
Parcels abutting properties owned by Religious Entities**

Those certain parcels of land abutting the properties of several religious entities, situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as portions of "Ave. Levante", "Pavia St." and "Henry King Stanford Drive" (as changed per City of Coral Gables Resolution Number 22882 and referred to as such for the balance of these Legal Descriptions), formerly known as "Miller

March 18, 2008



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

Drive," the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida and being more particularly described by metes and bounds as follows, viz.:

Parcel I:

A portion of "Henry King Stanford Drive" abutting property owned by the Board of Trustees of the Florida Annual Conference of the United Methodist Church, Inc. as recorded in Official Records Book 8474 at Page 335 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Methodist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Curvature of a circular curve concave to the Southwest, the same Point of Curvature also being a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence Northwesternly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 11°26'55" for 195.72 feet to the Point of Beginning of the hereinafter described parcel of land; thence departing said Centerline of "Henry King Stanford Drive", S38°52'35"W along a line radial to the last described curve for 50.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the most Easterly corner of the Methodist Property; thence Northwesternly along the arc of a circular curve, the same being the Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property, having a Radius of 929.52 feet and a Central Angle of 07°52'21" for 127.72 feet to the Point of Tangency; thence N58°59'45"W along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property for 23.86 feet to the most Northerly corner of said Methodist Property; thence departing said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property, N31°00'15"E for 50.00 feet to a Point of Intersection with said Centerline of "Henry King Stanford Drive"; thence S58°59'45"E along said Centerline of "Henry King Stanford Drive" for 23.86 feet to a Point of Curvature of a circular curve concave to the Southwest; thence Southeasterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 07°52'21" for 134.58 feet to the Point of Beginning.

Parcel II

A portion of "Pavia St." abutting property owned by the Board of Trustees of the Florida

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Annual Conference of the United Methodist Church, Inc. as recorded in Official Records Book 8474 at Page 335 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Methodist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 265.35 feet to a Point of Curvature of the arc of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesterly along said Centerline of "Ave. Levante" and along the arc of said curve, having a Radius of 55.00 feet and a Central Angle of 90°00'00" for 86.39 feet to a Point of Intersection with the Centerline of "Pavia St." as shown said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and the Point of Tangency; thence N39°40'30"W along said Centerline of "Ave. Levante" for 129.50 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue N39°40'30"W along said Centerline of "Ave. Levante" for 95.55 feet; thence departing said Centerline of "Ave. Levante", N50°19'30"E for 30.00 feet to a Point of Intersection with the Northeasterly Right of Way line of said "Ave. Levante" and the most Westerly corner of the Methodist Property; thence S39°40'30"E along said Northeasterly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property for 95.55 feet to the most Southerly corner of the Methodist Property; thence departing said Northeasterly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property, S50°19'30"W for 30.00 feet to the Point of Beginning.

Parcel III

Those portions of "Ave. Levante" and "Pavia St." abutting property owned by the Board of Trustees for the Christian Science Organization, University of Miami as recorded in Official Records Book 1609 at Page 72 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Christian Science Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as

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shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 171.01 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue S50°19'30"W along said Centerline of "Ave. Levante" for 94.34 feet to a Point of Curvature of the arc of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesterly along said Centerline of "Ave. Levante" and along the arc of said curve, having a Radius of 55.00 feet and a Central Angle of 90°00'00" for 86.39 feet to a Point of Intersection with the Centerline of "Pavia St." as shown said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and the Point of Tangency; thence N39°40'30"W along said Centerline of "Pavia St." for 129.50 feet; thence departing said Centerline of "Pavia St.", N50°19'30"E for 30.00 feet to a Point of Intersection with the Northeasterly Right of Way line of said "Pavia St.", with said Point of Intersection also being the most Westerly corner of the Christian Science Property; thence S39°40'30"E along said Northeasterly Right of Way line of "Pavia St." and the Southwesterly Line of the Christian Science Property for 129.50 feet to a Point of Curvature of a circular curve concave to the North; thence Southeasterly, Easterly and Northeasterly along said Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Christian Science Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Northwesterly Right of Way line of said "Ave. Levante" and the Southeasterly Line of the Christian Science Property, the same Point of Intersection also being the Point of Tangency; thence N50°19'30"E along said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property for 94.34 feet to the most Easterly corner of the Christian Science Property; thence departing said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property, S39°40'30"E for 30.00 feet to the Point of Beginning.

Parcel IV

Those portions of "Ave. Levante" and "Henry King Stanford Drive" abutting property owned by the Florida Baptist Convention as recorded in Deed Book 3826 at Page 31 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Baptist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI with said Point of Intersection also being the Point of Beginning of the hereinafter described parcel of land; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 171.01 feet thence departing said Centerline of "Ave. Levante",

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N39°40'30"W for 30.00 feet to a Point of Intersection with the Northwestern Right of Way line of said "Ave. Levante", the same Point of Intersection also being the most Southerly corner of the Baptist Property; thence N50°19'30"E along said Northwestern Right of Way line of "Ave. Levante" and the Southeasterly Line of the Baptist Property for 94.34 feet to a Point of Curvature of the arc of a circular curve concave to the West; thence Northeasterly, Northerly and Northwestern along said Northwestern Right of Way line of "Ave. Levante" and the Southeasterly Line of the Baptist Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 93°29'10" for 40.79 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the Northeasterly Line of the Baptist Property, the same Point of Intersection also being a Point of Compound Curvature of the arc of a circular curve concave to the Southwest; thence Northwestern along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Baptist Property and along the arc of said curve, having a Radius of 929.52 feet and a Central Angle of 07°57'45" for 129.18 feet to a Point of Termination along the arc of said curve, with said Point of Termination also being the most Northerly corner of the Baptist Property; thence N38°52'35"E along a line radial to the last described curve for 50.00 feet to a Point of Radial Intersection with the Centerline of said "Henry King Stanford Drive" and with the arc of a circular curve concave to the Southwest; thence Southeasterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 11°26'55" for 195.72 feet to the Point of Beginning.

Parcel V

Portions of "Ave. Levante" and "Henry King Stanford Drive" abutting property owned by the Trustees of the Diocese of South Florida, as recorded in Deed Book 3815 at Page 201 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Diocese Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 120.00 feet to the Point of Beginning of the hereinafter described parcel of land; thence departing said Centerline of "Henry King Stanford Drive," S50°19'30"W for 50.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the most Easterly corner of the Diocese Property; thence N39°40'30"W along said Southwesterly Right of Way line of said "Henry King Stanford Drive" and the Northeasterly Line of the Diocese Property for 75.00 feet to a Point of Curvature of a circular curve concave to the South; thence Northwesternly, Westerly and Southwesterly along said Southwesterly Right of Way line of said "Henry King Stanford Drive" and the Northeasterly Line of the Diocese Property and along the arc of said curve,

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having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property with said Point of Intersection also being the Point of Tangency; thence S50°19'30"W along said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property for 179.55 feet to the most Westerly corner of the Diocese Property; thence departing said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property, N39°40'30"W for 30.00 feet to a Point of Intersection with the Centerline of said "Ave. Levante"; thence N50°19'30"E along said Centerline of "Ave. Levante" for 254.55 feet to a Point of Intersection with the Centerline of said "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 130.00 feet to the Point of Beginning.

Parcel VI

Portions of "Henry King Stanford Drive" abutting property owned by the Miami Hillel Foundation, Inc. as recorded in Deed Book 3803 at Page 453 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Hillel Property.")

Begin at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"E along said Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse) for 75.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and a Point of Cusp of the arc of a circular curve concave to the West, with said Point of Cusp bearing S39°40'30"E from the center of said curve; thence Northeasterly, Northerly and Northwesterly along the arc of said Southwesterly Right of Way line of "Henry King Stanford Drive", the Northeasterly Line of the Hillel Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence N39°40'30"W along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property for 95.00 feet to the most Northerly corner of the Hillel Property; thence departing said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property, N50°19'30"E for 50.00 feet to a Point of Intersection with said Centerline of "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 120.00 feet to the Point of Beginning.

"Henry King Stanford Drive" (Remainder)

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Henry King Stanford Drive", the same as more fully described as "Miller Drive" on the recorded Plat of AMENDED PLAT

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PORITION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE WEST: By the Westerly Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

ON THE NORTH: By the Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST: By the Easterly Right of Way line of said "Henry King Stanford Drive" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

Less therefrom:

Those portions of the parcels identified as Parcels I, IV, V and VI respectively, that lie within the boundaries of "Henry King Stanford Drive" as described above.

"Henry King Stanford Drive" (As replatted)

A parcel of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as being a portion of "Henry King Stanford Drive", the same as more fully described as all of Tract "D" of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

"Ave. Levante" and "Pavia St."

Those strips of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Ave. Levante" and "Pavia St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as

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recorded in Plat Book 46 at Page 81 and the recorded Plat of REVISED Plat OF CORAL GABLES RIVIERA SECTION PART 7, according to the Plat thereof, as recorded in Plat Book 28 at Page 45, both of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE NORTH: By the Southerly Right of Way line of "Geo. E. Merrick St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST AND NORTH: By the Southwesterly Right of Way line of said "Pavia St." as shown on said recorded Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7, together with the Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Right of Way line of "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE SOUTH: By the Southeasterly Right of Way line of said "Ave. Levante" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE WEST: By the Southwesterly Right of Way line of "Pavia St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

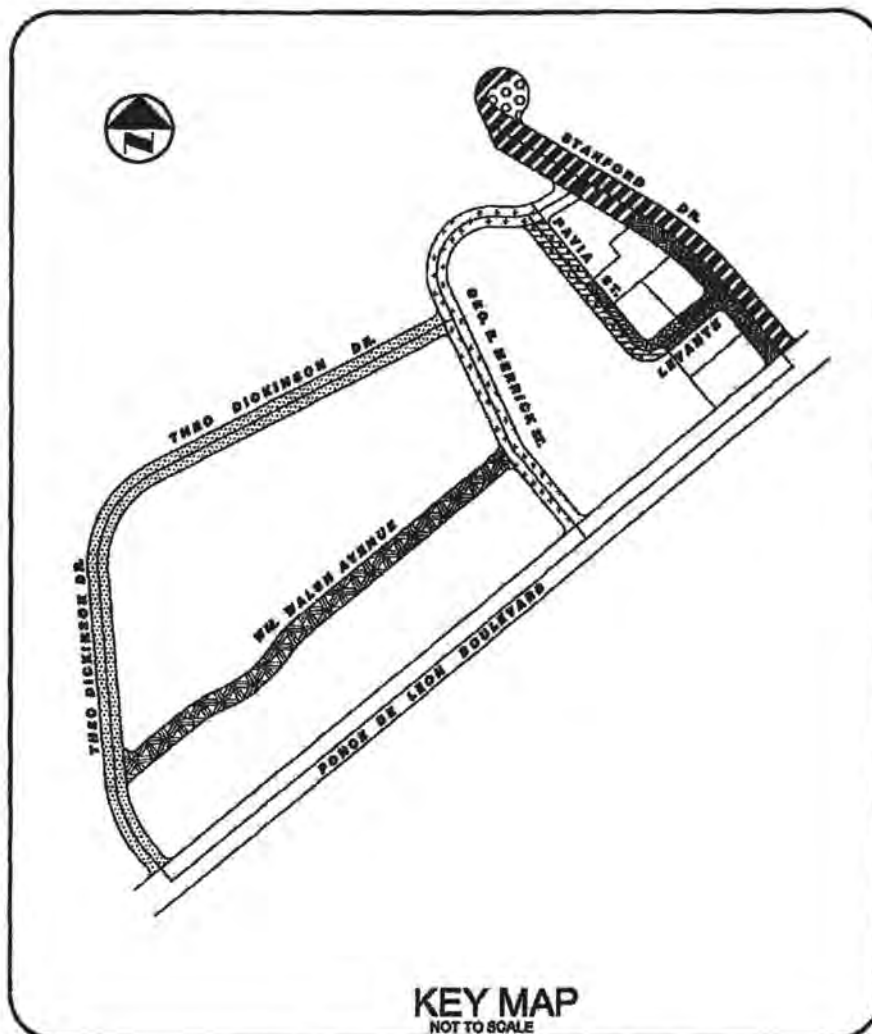
Less therefrom:

Those portions of the parcels identified as Parcels II, III, IV and V respectively, that lie within the boundaries of "Pavia St." and "Ave. Levante" as described above.

It is the express intent of these Legal Descriptions to encompass all of the Public Rights of Way within the University of Miami Main Campus, known as "Henry King Stanford Drive" (Miller Drive), "Ave. Levante", "Pavia St.", "Geo. E. Merrick St.", "Wm. E. Walsh Ave." and "Theo. Dickinson Drive", the same as more fully described on the underlying and abutting Plats of record, reference to which is made for a more full and complete description of the contents thereof.



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AREA TABULATION

DESCRIPTION	SQUARE FEET [±]	ACRES [±]
THEO. DICKINSON DRIVE	135,753	3.12
WM. E. WALSH AVENUE	89,638	2.06
GEO. E. MERRICK ST.	75,830	1.74
PAVIA ST. AVE. LEVANTE (REMAINDER)	24,757	0.57
HENRY KING STANFORD DRIVE (REMAINDER)	89,867	2.06
TRACT "D" (P.B. 77, P.66)	11,249	0.26
PARCEL I	7,751	0.18
PARCEL II	2,867	0.07
PARCEL III	8,600	0.20
PARCEL IV	13,313	0.31
PARCEL V	12,771	0.29
PARCEL VI	6,134	0.14
TOTAL:	478,530	11.00

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Appendix 13



CFN 2011R0395247
 DR Bk 27724 Pgs 2669 - 2683 (15pgs)
 RECORDED 06/16/2011 15:00:13
 DEED DOC TAX 0.60
 SURTAX 0.45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:
 CORAL GABLES CITY ATTORNEY
 AND UNIVERSITY OF MIAMI
 1535 LANTANA AVENUE
 CORAL GABLES, FL 33146

EASEMENT AS TO PARKING METERS

This Easement of Access Agreement ("Agreement") made this 15th day of June 2011, by and among the University of Miami, a Florida nonprofit corporation ("Grantor" or "UM") and the City of Coral Gables, a Florida municipal corporation ("Grantee" or "City").

WHEREAS, Grantor and Grantee are parties to a certain Development Agreement dated September 28, 2010 ("Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, the City agreed to abandon and vacate the City's non-fee interests in certain streets within UM's campus located at Coral Gables, Florida, which streets are described in Exhibit "A" attached hereto ("Internal Streets"); and

WHEREAS, the Development Agreement provides the City's agreement to abandon and vacate the Internal Streets is subject to a reservation of access in favor of the City for the purposes of owning, maintaining and operating sixty (60) metered parking spaces which are located on and are a part of UM's campus, and subject to certain other provisions; and

WHEREAS, by Ordinance No. 2011-03, the City has abandoned and vacated the Internal Streets;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. RECITALS. The recitals set forth above are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference.
2. GRANT OF EASEMENT. Grantor does hereby create, grant, declare and convey to the City a non-exclusive perpetual easement over, across, upon and through the Internal Streets for the purposes of ingress and egress on, upon and through the Internal Streets to allow the City to maintain and operate sixty (60) metered parking spaces which are located on and are a part of the Internal Streets.

3. RIGHT OF RELOCATION. At any time after December 31, 2011 during which the amount of annual net revenue generated by the existing meters will be established, the University may relocate the sixty (60) metered parking spaces to other locations on roads within the UM Campus. The relocation of the metered parking spaces shall be subject to a determination by the City Manager, in the City Manager's discretion, that the relocated parking spaces will generate revenue equal to or greater than the revenues generated by the meters at the original location. In the event that the parking meters are relocated, the City and the University agree that if after one (1) year of operations, the annual revenue from the parking meters is less than the annual revenue from the original sixty (60) meters, the University shall install additional parking meters to increase the annual revenue to the revenue generated by the original meters. The location of the additional metered parking spaces shall be subject to a determination by the City Manager, in the City Manager's discretion, that the additionally located parking spaces will generate sufficient revenue to be greater than the revenues generated by the meters at the original location.

4. The City and the University agree that the parking rates to be charged for the metered parking spaces shall be as established by the City Commission from time to time. The perpetual easement for the metered parking spaces may be released at any time if the University and City agree to a buyout of the metered parking spaces for the net present value of the revenue generated by the original meters.

5. HOLD HARMLESS. In consideration of the City's agreement to abandon and vacate the Internal Streets, UM agrees that UM, at all times, will indemnify and hold harmless the City from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses, liabilities, including, without limitation, attorney's fees and court costs (at trial and all other levels) resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Internal Streets, or by any act or omission of UM, or its employees, agents, contractors, invitees, guests or patrons, upon, at or from the Internal Streets. The City shall not be liable to UM for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of UM or property of UM which may be caused by the act, neglect, omissions or faults of any persons or entities, except when such injury, loss or damage results from the gross negligence of the City, its agents or employees. All personal property placed or moved onto the Internal Streets shall be at the risk of UM or the owner thereof, and the City shall not be liable to UM for any damage to said personal property. UM agrees to waive any rights of subrogation against the City for any injury or damage to persons or property. If the City shall be made a party to any litigation commenced against UM, then UM shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the City in connection with such litigation and any appeal thereof.

6. EFFECTIVE DATE. This Agreement shall become effective as of the date hereof.

7. AMENDMENT. This Agreement may be amended from time to time by mutual written consent of the parties.

8. RELEASE OF EASEMENT. The perpetual easement granted herein may be released at any time, if UM and the City agree to a buyout of the metered parking spaces for the net present value of the revenue generated by the original meters. The amount of annual net revenue shall be established by no later than March 1, 2011.

9. COVENANT RUNNING WITH THE LAND. This Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of Grantor and Grantee, as the case may be, and their respective successors and assigns.

In witness whereof, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered
in presence of:

Meghan Halley
Print Name
Meghan Halley

UNIVERSITY OF MIAMI,
a Florida non-profit corporation

By: [Signature]
Joseph T. Natoli
Senior Vice President, Business and
Finance

Signed, sealed and delivered
in presence of:

Walter Foerger
Print Name
Walter Foerger
Print Name

CITY OF CORAL GABLES, a municipal corporation of
the State of Florida

By: [Signature]
Patrick Salerno
City Manager

ATTEST:

Walter Foeman
Walter Foeman, City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Lourdes Alfonsin
Lourdes Alfonsin, Interim City Attorney

STATE OF FLORIDA

: SS

COUNTY OF MIAMI-DADE :

Acknowledged before me this 31st day of January, 2011, by Joseph T. Natoli, the Senior Vice President, Business and Finance of the University of Miami, a Florida nonprofit corporation, who is personally known to me or produced a driver's license as identification.



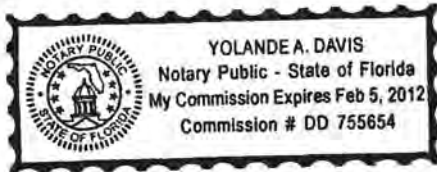
Meghan Halley
Notary Public, State of Florida

STATE OF FLORIDA

: SS

COUNTY OF MIAMI-DADE :

Acknowledged before me this 15th day of June 2011, by Patrick Salerno, the City Manager of the City of Coral Gables, a municipal corporation of the State of Florida, who is known personally known to me or produced a driver's license as identification.



Yolande A. Davis
Notary Public, State of Florida

Exhibit A



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

"Theo. Dickinson Drive"

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Theo. Dickinson Drive", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd". (University Concourse) as shown on said Plat.

ON THE WEST: By the Westerly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

ON THE NORTH: By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

ON THE EAST: By the Easterly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

Note: This description includes that portion of said "Theo Dickinson Drive" as vacated by the City of Coral Gables pursuant to City Ordinance Number 2682, adopted February 24, 1987 and recorded March 30, 1987 in Official Records Book 13227 at Page 1306 of the Public Records of Dade County (now Miami-Dade County), Florida. This vacated portion of the Right of Way was included in the foregoing legal description due to the positional uncertainty of the legal description for same set forth in said City Ordinance.

"Wm. E. Walsh Ave."

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Wm. E. Walsh Ave.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, and the recorded Plat of UNIVERSITY OF MIAMI DAUER TRACT, according to the Plat thereof, as recorded in Plat Book 161 at Page 60 of the Public Records of Miami-Dade County, Florida being butted and bounded as follows, viz.:

ON THE WEST: By the Westerly Right of Way line of "Theo. Dickinson Drive" as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

ON THE NORTH: By the Northerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST: By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

ON THE SOUTH: By the Southerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

"Geo. E. Merrick St."

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Geo. E. Merrick St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said Plat.

ON THE WEST: By the Westerly Right of Way line of said "Geo. E. Merrick St." as shown on said Plat.

ON THE NORTH: By the Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

ON THE EAST: By the Easterly Right of Way line of said "Geo. E. Merrick St.", extending Northerly and Easterly from its Point of Intersection with the aforementioned Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) to a Point of Intersection with the Northerly prolongation of the Westerly Right of Way line of "Pavia St." as shown on said Plat and Northerly along said Northerly prolongation of the Westerly Right of Way line of "Pavia St." to its Point of Intersection with said Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat. Said Northerly prolongation of the Westerly Right of Way line of "Pavia St." is the same as the Westerly Line of a portion of said "Geo. E. Merrick St." as previously vacated by the City Commission of the City of Coral Gables, Florida, pursuant to Ordinance Number 976, as passed and adopted on June 26, 1956.

**"Henry King Stanford Drive/Pavia St./Ave. Levante"
Parcels abutting properties owned by Religious Entities**

Those certain parcels of land abutting the properties of several religious entities, situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as portions of "Ave. Levante", "Pavia St." and "Henry King Stanford Drive" (as changed per City of Coral Gables Resolution Number 22882 and referred to as such for the balance of these Legal Descriptions), formerly known as "Miller

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
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Drive," the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida and being more particularly described by metes and bounds as follows, viz.:

Parcel I:

A portion of "Henry King Stanford Drive" abutting property owned by the Board of Trustees of the Florida Annual Conference of the United Methodist Church, Inc. as recorded in Official Records Book 8474 at Page 335 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Methodist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Curvature of a circular curve concave to the Southwest, the same Point of Curvature also being a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence Northwesterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 11°26'55" for 195.72 feet to the Point of Beginning of the hereinafter described parcel of land; thence departing said Centerline of "Henry King Stanford Drive", S38°52'35"W along a line radial to the last described curve for 50.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the most Easterly corner of the Methodist Property; thence Northwesterly along the arc of a circular curve, the same being the Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property, having a Radius of 929.52 feet and a Central Angle of 07°52'21" for 127.72 feet to the Point of Tangency; thence N58°59'45"W along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property for 23.86 feet to the most Northerly corner of said Methodist Property; thence departing said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property, N31°00'15"E for 50.00 feet to a Point of Intersection with said Centerline of "Henry King Stanford Drive"; thence S58°59'45"E along said Centerline of "Henry King Stanford Drive" for 23.86 feet to a Point of Curvature of a circular curve concave to the Southwest; thence Southeasterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 07°52'21" for 134.58 feet to the Point of Beginning.

Parcel II

A portion of "Pavia St." abutting property owned by the Board of Trustees of the Florida

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
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Annual Conference of the United Methodist Church, Inc. as recorded in Official Records Book 8474 at Page 335 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Methodist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 265.35 feet to a Point of Curvature of the arc of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesternly along said Centerline of "Ave. Levante" and along the arc of said curve, having a Radius of 55.00 feet and a Central Angle of 90°00'00" for 86.39 feet to a Point of Intersection with the Centerline of "Pavia St." as shown said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and the Point of Tangency; thence N39°40'30"W along said Centerline of "Ave. Levante" for 129.50 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue N39°40'30"W along said Centerline of "Ave. Levante" for 95.55 feet; thence departing said Centerline of "Ave. Levante", N50°19'30"E for 30.00 feet to a Point of Intersection with the Northeastly Right of Way line of said "Ave. Levante" and the most Westerly corner of the Methodist Property; thence S39°40'30"E along said Northeastly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property for 95.55 feet to the most Southerly corner of the Methodist Property; thence departing said Northeastly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property, S50°19'30"W for 30.00 feet to the Point of Beginning.

Parcel III

Those portions of "Ave. Levante" and "Pavia St." abutting property owned by the Board of Trustees for the Christian Science Organization, University of Miami as recorded in Official Records Book 1609 at Page 72 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Christian Science Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
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shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 171.01 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue S50°19'30"W along said Centerline of "Ave. Levante" for 94.34 feet to a Point of Curvature of the arc of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesterly along said Centerline of "Ave. Levante" and along the arc of said curve, having a Radius of 55.00 feet and a Central Angle of 90°00'00" for 86.39 feet to a Point of Intersection with the Centerline of "Pavia St." as shown said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and the Point of Tangency; thence N39°40'30"W along said Centerline of "Pavia St." for 129.50 feet; thence departing said Centerline of "Pavia St.", N50°19'30"E for 30.00 feet to a Point of Intersection with the Northeasterly Right of Way line of said "Pavia St.", with said Point of Intersection also being the most Westerly corner of the Christian Science Property; thence S39°40'30"E along said Northeasterly Right of Way line of "Pavia St." and the Southwesterly Line of the Christian Science Property for 129.50 feet to a Point of Curvature of a circular curve concave to the North; thence Southeasterly, Easterly and Northeasterly along said Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Christian Science Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Northwesterly Right of Way line of said "Ave. Levante" and the Southeasterly Line of the Christian Science Property, the same Point of Intersection also being the Point of Tangency; thence N50°19'30"E along said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property for 94.34 feet to the most Easterly corner of the Christian Science Property; thence departing said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property, S39°40'30"E for 30.00 feet to the Point of Beginning.

Parcel IV

Those portions of "Ave. Levante" and "Henry King Stanford Drive" abutting property owned by the Florida Baptist Convention as recorded in Deed Book 3826 at Page 31 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Baptist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI with said Point of Intersection also being the Point of Beginning of the hereinafter described parcel of land; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 171.01 feet thence departing said Centerline of "Ave. Levante",

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
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N39°40'30"W for 30.00 feet to a Point of Intersection with the Northwestern Right of Way line of said "Ave. Levante", the same Point of Intersection also being the most Southerly corner of the Baptist Property; thence N50°19'30"E along said Northwestern Right of Way line of "Ave. Levante" and the Southeasterly Line of the Baptist Property for 94.34 feet to a Point of Curvature of the arc of a circular curve concave to the West; thence Northeasterly, Northerly and Northwestern along said Northwestern Right of Way line of "Ave. Levante" and the Southeasterly Line of the Baptist Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 93°29'10" for 40.79 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the Northeasterly Line of the Baptist Property, the same Point of Intersection also being a Point of Compound Curvature of the arc of a circular curve concave to the Southwest; thence Northwestern along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Baptist Property and along the arc of said curve, having a Radius of 929.52 feet and a Central Angle of 07°57'45" for 129.18 feet to a Point of Termination along the arc of said curve, with said Point of Termination also being the most Northerly corner of the Baptist Property; thence N38°52'35"E along a line radial to the last described curve for 50.00 feet to a Point of Radial Intersection with the Centerline of said "Henry King Stanford Drive" and with the arc of a circular curve concave to the Southwest; thence Southeasterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 11°26'55" for 195.72 feet to the Point of Beginning.

Parcel V

Portions of "Ave. Levante" and "Henry King Stanford Drive" abutting property owned by the Trustees of the Diocese of South Florida, as recorded in Deed Book 3815 at Page 201 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Diocese Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 120.00 feet to the Point of Beginning of the hereinafter described parcel of land; thence departing said Centerline of "Henry King Stanford Drive," S50°19'30"W for 50.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the most Easterly corner of the Diocese Property; thence N39°40'30"W along said Southwesterly Right of Way line of said "Henry King Stanford Drive" and the Northeasterly Line of the Diocese Property for 75.00 feet to a Point of Curvature of a circular curve concave to the South; thence Northwesternly, Westerly and Southwesterly along said Southwesterly Right of Way line of said "Henry King Stanford Drive" and the Northeasterly Line of the Diocese Property and along the arc of said curve,

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
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having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property with said Point of Intersection also being the Point of Tangency; thence S50°19'30"W along said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property for 179.55 feet to the most Westerly corner of the Diocese Property; thence departing said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property, N39°40'30"W for 30.00 feet to a Point of Intersection with the Centerline of said "Ave. Levante"; thence N50°19'30"E along said Centerline of "Ave. Levante" for 254.55 feet to a Point of Intersection with the Centerline of said "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 130.00 feet to the Point of Beginning.

Parcel VI

Portions of "Henry King Stanford Drive" abutting property owned by the Miami Hillel Foundation, Inc. as recorded in Deed Book 3803 at Page 453 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Hillel Property.")

Begin at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"E along said Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse) for 75.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and a Point of Cusp of the arc of a circular curve concave to the West, with said Point of Cusp bearing S39°40'30"E from the center of said curve; thence Northeasterly, Northerly and Northwesterly along the arc of said Southwesterly Right of Way line of "Henry King Stanford Drive", the Northeasterly Line of the Hillel Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence N39°40'30"W along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property for 95.00 feet to the most Northerly corner of the Hillel Property; thence departing said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property, N50°19'30"E for 50.00 feet to a Point of Intersection with said Centerline of "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 120.00 feet to the Point of Beginning.

"Henry King Stanford Drive" (Remainder)

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Henry King Stanford Drive", the same as more fully described as "Miller Drive" on the recorded Plat of AMENDED PLAT

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE WEST: By the Westerly Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

ON THE NORTH: By the Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST: By the Easterly Right of Way line of said "Henry King Stanford Drive" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

Less therefrom:

Those portions of the parcels identified as Parcels I, IV, V and VI respectively, that lie within the boundaries of "Henry King Stanford Drive" as described above.

"Henry King Stanford Drive" (As replatted)

A parcel of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as being a portion of "Henry King Stanford Drive", the same as more fully described as all of Tract "D" of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

"Ave. Levante" and "Pavia St."

Those strips of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Ave. Levante" and "Pavia St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

recorded in Plat Book 46 at Page 81 and the recorded Plat of REVISED Plat OF CORAL GABLES RIVIERA SECTION PART 7, according to the Plat thereof, as recorded in Plat Book 28 at Page 45, both of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE NORTH: By the Southerly Right of Way line of "Geo. E. Merrick St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST AND NORTH: By the Southwesterly Right of Way line of said "Pavia St." as shown on said recorded Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7, together with the Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Right of Way line of "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE SOUTH: By the Southeasterly Right of Way line of said "Ave. Levante" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE WEST: By the Southwesterly Right of Way line of "Pavia St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

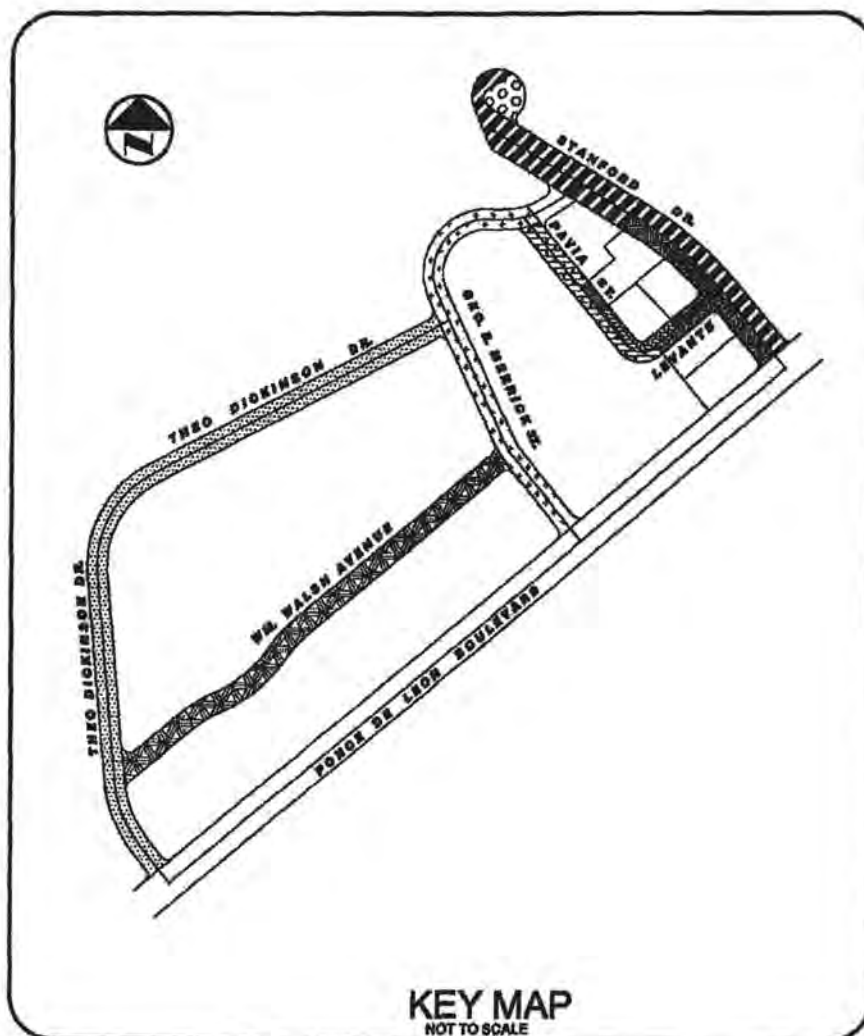
Less therefrom:

Those portions of the parcels identified as Parcels II, III, IV and V respectively, that lie within the boundaries of "Pavia St." and "Ave. Levante" as described above.

It is the express intent of these Legal Descriptions to encompass all of the Public Rights of Way within the University of Miami Main Campus, known as "Henry King Stanford Drive" (Miller Drive), "Ave. Levante", "Pavia St.", "Geo. E. Merrick St.", "Wm. E. Walsh Ave." and "Theo. Dickinson Drive", the same as more fully described on the underlying and abutting Plats of record, reference to which is made for a more full and complete description of the contents thereof.



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**



March 18, 2008

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

AREA TABULATION

DESCRIPTION	SQUARE FEET [±]	ACRES [±]
THEO. DICKINSON DRIVE	135,753	3.12
WM. E. WALSH AVENUE	89,638	2.06
GEO. E. MERRICK ST.	75,830	1.74
PAVIA ST. AVE. LEVANTE (REMAINDER)	24,757	0.57
HENRY KING STANFORD DRIVE (REMAINDER)	89,867	2.06
TRACT "D" (P.B. 77, P.66)	11,249	0.26
PARCEL I	7,751	0.18
PARCEL II	2,867	0.07
PARCEL III	8,600	0.20
PARCEL IV	13,313	0.31
PARCEL V	12,771	0.29
PARCEL VI	6,134	0.14
TOTAL:	478,530	11.00

March 18, 2008

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Appendix 14



CFN 2011R0108273
DR Bk 27590 Pgs 0641 - 6431 (3pgs)
RECORDED 02/16/2011 16:01:00
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by
and is to be returned to:
Maria C. Arriola Vélez
Maria C. Arriola Vélez, PA
35 Almeria Avenue
Coral Gables, FL 33134

QUIT CLAIM DEED

THIS INDENTURE, made this 7th February, 2011 day of ~~December~~, 2010, between THE CITY OF CORAL GABLES, a municipal corporation of the State of Florida (the "Grantor"), whose post office address is 405 Biltmore Way, Coral Gables, FL 33134, and THE UNIVERSITY OF MIAMI, a Florida corporation not-for-profit, whose address is Gables One Tower, Suite 1250, 1320 S. Dixie Highway, Coral Gables, FL 33146 (the "Grantee").

WITNESSETH, that the Grantor, for good and other valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the Grantee and its successors and assigns pursuant to City of Coral Gables Resolution No. R-2010-272, all the right, title, interest, claim and demand which the Grantor has in and to the following property located in Miami-Dade County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof (the "Property")

This conveyance is made to the Grantee herein upon the specific covenant agreement by and between the parties that the Property herein conveyed shall continue at all times to be used and maintained by the Grantee as open waterways, and if at any time the Property is abandoned or used for other purposes, the title thereto shall automatically and absolutely revert to the Grantor without payment of any compensation. This conveyance is further subject to the specific covenant agreement by and between the parties that if at any time the Grantee transfers, assigns, leases or conveys the Property or any portion thereof to a third party, whether such party be a private or public or governmental entity, the title thereto shall automatically and absolutely revert to the Grantor without payment of any compensation.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right,

title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Lillian Quiroz

City of Coral Gables, a municipal corporation of the State of Florida

By Patrick Salerno
Patrick Salerno, City Manager

ATTEST:

By Walter Foeman
Walter Foeman, City Clerk
2/4/11

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By Elizabeth Hernandez
Elizabeth Hernandez, City Attorney
Lourdes Alfonso Ruiz, Inform City Attorney

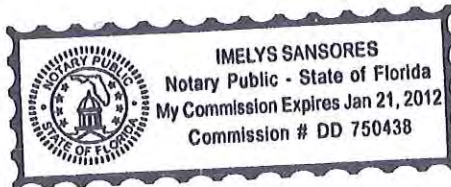
STATE OF FLORIDA)
: ss
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 1th day of February 2011
~~December, 2010~~, by Patrick Salerno, as City Manager of the City of Coral Gables, who is personally known to me.

Imelys Sansores
Notary Public, State of Florida

My Commission Expires:

01.21.2012



ARTICLE II

LEGAL DESCRIPTION:

ALL THAT LOT, PIECE OR PARCEL OF LAND KNOWN AS THE "UNIVERSITY WATERWAY," SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, CONTAINED WITHIN TR. 1 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

THAT PORTION OF SAID TR. 1 LYING BETWEEN THE EDGES OF THE "UNIVERSITY WATERWAY" AS IT WAS EXCAVATED AND CONSTRUCTED ON JANUARY 27, 1944. [NOTE: THE UNIVERSITY WATERWAY LYING BETWEEN BLOCKS 270 AND 174, AS SHOWN ON THE PLAT OF "CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, WAS (TOGETHER WITH OTHER LAND) CONVEYED TO THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, BY VIRTUE OF THAT CERTAIN WARRANTY DEED FILED NOVEMBER 25, 1939, RECORDED IN DEED BOOK 2015, PAGE 390 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. THE CITY OF CORAL GABLES CONVEYED TO THE ABUTTING LOT OWNERS THAT PORTION OF THE UNIVERSITY WATERWAY LYING BETWEEN THE EXTERNAL LOT LINES AND THE EDGE OF THE UNIVERSITY WATERWAY AS IT WAS THEN EXCAVATED AND CONSTRUCTED BY QUIT-CLAIM DEED FILED JANUARY 27, 1944, RECORDED IN DEED BOOK 2350, PAGE 27, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. THE APPROXIMATE LOCATION AND DIMENSIONS OF THAT PORTION OF SAID TR. 1 LYING BETWEEN THE EDGES OF THE "UNIVERSITY WATERWAY" AS IT WAS EXCAVATED AND CONSTRUCTED ON JANUARY 27, 1944 (AND, WITH THE EXCEPTION OF THE PORTION WHICH TRAVERSES LAKE OSCEOLA, AS IT SUBSTANTIALLY EXISTS TODAY) ARE AS SHOWN AND DELINEATED AS THE "UNIVERSITY WATERWAY" ON THE PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.]

Appendix 15



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

AREA I:

ALL THOSE LOTS, PIECES, PARCELS OR STRIPS OF LAND, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING GENERALLY DESCRIBED AS THE PROPERTIES OWNED IN FEE SIMPLE BY THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

LOT 1 THROUGH 12, INCLUSIVE, AND LOTS 19 THROUGH 30, INCLUSIVE, IN BLOCK 184 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 30, INCLUSIVE, IN BLOCK 185 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 6, INCLUSIVE, LOTS 10 THROUGH 12, INCLUSIVE, LOTS 19 THROUGH 21, INCLUSIVE AND LOTS 25 THROUGH 30, INCLUSIVE, IN BLOCK 186 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 6, INCLUSIVE, LOTS 25 THROUGH 27, INCLUSIVE, AND LOT 30 IN BLOCK 188 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOT 1, LOTS 4 THROUGH 12, INCLUSIVE, LOT 19, LESS THE SOUTH 70 FEET, LOT 20, LESS THE EAST 20 FEET OF THE SOUTH 70 FEET THEREOF, AND ALL OF LOTS 21 THROUGH 30, INCLUSIVE, IN BLOCK 189 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

August 2, 2011



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

LOTS 1 THROUGH 30, INCLUSIVE, IN BLOCK 190 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 20, INCLUSIVE, IN BLOCK 193 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 4 AND 5 IN BLOCK 194 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID LOT 4 AS CONVEYED TO THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, THE SAME AS BEING MORE FULLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 16907 AT PAGE 3532 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (SAID PORTION OF LOT 4 WAS RE-CONVEYED TO THE UNIVERSITY OF MIAMI BY THAT CERTAIN SPECIAL WARRANTY DEED FROM THE CITY OF CORAL GABLES AS RECORDED IN OFFICIAL RECORDS BOOK 27590 AT PAGE 637 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.)

TOGETHER WITH:

LOTS 1, 2, 3, 6, 7 AND 8, AND A PORTION OF LOT 4, BLOCK 194, "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, AT PAGE 79, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND A PORTION OF AVENUE SAGUA, VACATED AND DISCONTINUED BY ORDINANCE NO. 842, CITY OF CORAL GABLES, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$, OF SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 13 MINUTES 22 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 30, FOR 472.32 FEET TO THE INTERSECTION

August 2, 2011



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

OF THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF SAID AVENUE SAGUA; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST FOR 30.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF S.W. 57TH AVENUE (RED ROAD); THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST FOR 133.37 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 50 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, FOR 13.55 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST FOR 67.32 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 14 SECONDS WEST FOR 138.15 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF AVENUE LEVANTE, AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, AT PAGE 79; THENCE SOUTH 50 DEGREES 19 MINUTES 22 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF AVENUE LEVANTE, FOR 163.61 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY-WESTERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 21 MINUTES 48 SECONDS, FOR AN ARC DISTANCE OF 13.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 41 MINUTES 10 SECONDS WEST FOR 42.27 FEET TO A POINT OF CURVE; THENCE WESTERLY-NORTHWESTERLY-NORTHERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 32 MINUTES 12 SECONDS, FOR AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 57TH AVENUE (RED ROAD); THENCE NORTH 00 DEGREES 13 MINUTES 22 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF S.W. 57TH AVENUE (RED ROAD), FOR 239.82 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY RE-CONVEYED TO THE UNIVERSITY OF MIAMI BY THAT CERTAIN SPECIAL WARRANTY DEED FROM THE CITY OF CORAL GABLES AS RECORDED IN OFFICIAL RECORDS BOOK 27590 AT PAGE 637 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2, THE SOUTHWESTERLY ½ OF LOT 3 AND LOTS 6 THROUGH 10, INCLUSIVE, IN BLOCK 192 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 1 OF "UNIVERSITY OF MIAMI MAIN CAMPUS FIRST ADDITION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 10 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

ALL THOSE STRIPS, LOTS, PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING RIGHTS OF WAY OR ALLEYS VACATED OR ABANDONED IN FAVOR OF THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

AVENUE LEPANTO, (NOW KNOWN AS AVENUE APRICALE), AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 1272, DATED MARCH 13, 1962, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTH: BY THE SOUTH BOUNDARY OF BLOCK 190 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SAID AVENUE LEPANTO (AVENUE APRICALE).

ON THE EAST: BY THE WESTERLY RIGHT OF WAY LINE OF AVENUE LEVANTE, AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

ON THE SOUTH: BY THE NORTH BOUNDARY OF BLOCK 193 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID AVENUE LEPANTO (AVENUE APRICALE).

ON THE WEST: BY THE EAST RIGHT OF WAY LINE OF RED ROAD, (S.W. 57TH AVENUE) AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

TOGETHER WITH:

THAT PORTION OF THE 20-FOOT WIDE ALLEY LYING WITHIN BLOCK 192 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 32, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 3639, DATED DECEMBER 19, 1950 AND RECORDED IN OFFICIAL RECORDS BOOK 13676 AT PAGE 3710, ALL OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA GENERALLY BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTHEAST: BY THE NORTHEASTERLY BOUNDARY OF SAID BLOCK 192.

ON THE SOUTHEAST: BY THE NORTHWESTERLY BOUNDARY OF LOTS 8, 9 AND 10 IN BLOCK 192, THIS ALSO BEING THE SOUTHEASTERLY BOUNDARY OF SAID 20-FOOT WIDE ALLEY.

ON THE SOUTHWEST: BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY BOUNDARY OF SAID LOT 10 IN BLOCK 192.

ON THE NORTHWEST: BY THE CENTERLINE OF SAID 20-FOOT WIDE ALLEY.

August 2, 2011



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

THAT PORTION OF THE 20-FOOT WIDE ALLEY LYING WITHIN BLOCK 192 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 32, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 3639, DATED DECEMBER 19, 1950 AND RECORDED IN OFFICIAL RECORDS BOOK 13676 AT PAGE 3710, ALL OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTHEAST: BY THE NORTHEASTERLY BOUNDARY OF SAID BLOCK 192.

ON THE SOUTHEAST: BY THE CENTERLINE OF SAID 20-FOOT WIDE ALLEY.

ON THE SOUTHWEST: BY THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY BOUNDARY OF LOT 6 IN SAID BLOCK 192.

ON THE NORTHWEST: BY THE SOUTHEASTERLY BOUNDARY OF LOTS 6 AND 7 IN SAID BLOCK 192, THIS ALSO BEING THE NORTHWESTERLY BOUNDARY OF SAID 20-FOOT WIDE ALLEY.

TOGETHER WITH:

THAT PORTION OF THE 20-FOOT WIDE ALLEY LYING WITHIN BLOCK 192 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 32, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 3639, DATED DECEMBER 19, 1950 AND RECORDED IN OFFICIAL RECORDS BOOK 13676 AT PAGE 3710, ALL OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTHEAST: BY THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY BOUNDARY OF THE SOUTHWESTERLY $\frac{1}{2}$ OF LOT 3 IN SAID BLOCK 192.

ON THE SOUTHEAST: BY THE CENTERLINE OF SAID 20-FOOT WIDE ALLEY.

ON THE SOUTHWEST: BY THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 192.

ON THE NORTHWEST: BY THE SOUTHEASTERLY BOUNDARY OF LOTS 1, 2 AND THE SOUTHWESTERLY $\frac{1}{2}$ OF LOT 3 IN SAID BLOCK 192, THIS ALSO BEING THE NORTHWESTERLY BOUNDARY OF SAID 20-FOOT WIDE ALLEY.

TOGETHER WITH:

AVENUE SAGUA, AS SHOWN AND DESCRIBED ON THE PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, THE SAME AS VACATED BY THE CITY OF CORAL



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 842, DATED JULY 27, 1954, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTH: BY THE SOUTH BOUNDARY OF BLOCK 193 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SAID AVENUE SAGUA.

ON THE EAST: BY THE WESTERLY RIGHT OF WAY LINE OF AVENUE LEVANTE, AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

ON THE SOUTH: BY THE NORTH BOUNDARY OF BLOCK 194 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID AVENUE SAGUA.

ON THE WEST: BY THE EAST RIGHT OF WAY LINE OF RED ROAD, (S.W. 57TH AVENUE) AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

THIS DESCRIPTION INCLUDES THAT PORTION OF AVENUE SAGUA RE-CONVEYED TO THE UNIVERSITY OF MIAMI BY THAT CERTAIN SPECIAL WARRANTY DEED FROM THE CITY OF CORAL GABLES AS RECORDED IN OFFICIAL RECORDS BOOK 27590 AT PAGE 637 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF AVENUE SCODELLA (AVENUE OVIETO) AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "UNIVERSITY OF MIAMI MAIN CAMPUS FIRST ADDITION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 10, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2794 DATED JULY 26, 1988 AND RECORDED IN OFFICIAL RECORDS BOOK 14887 AT PAGE 207, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AREA II:

ALL THOSE LOTS, PIECES, PARCELS OR STRIPS OF LAND, SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING GENERALLY DESCRIBED AS THE PROPERTIES OWNED IN FEE SIMPLE BY THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

LOT 14, 15 AND 16 IN BLOCK 165 OF REVISED PLAT OF "CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

August 2, 2011



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

TR. 1 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. SAID TR. 1 INCLUDES THAT PORTION OF THE UNIVERSITY WATERWAY AS CONVEYED BY QUIT-CLAIM DEED FROM THE CITY OF CORAL GABLES TO THE UNIVERSITY OF MIAMI IN OFFICIAL RECORDS BOOK 27590 AT PAGE 641 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 1 AS DEDICATED TO THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA AS ADDITIONAL RIGHT OF WAY FOR SAN AMARO DRIVE, THE SAME AS MORE FULLY DESCRIBED IN THAT CERTAIN ORDINANCE NUMBER 1206, DATED DECEMBER 13, 1960 AND RECORDED IN OFFICIAL RECORDS BOOK 2464 AT PAGE 556, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 2 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 2 AS CONVEYED TO THE DR. JOHN D. MACDONALD FOUNDATION, A CORPORATION NOT FOR PROFIT, THE SAME AS MORE FULLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7079 AT PAGE 650 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 3 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 3 CONVEYED TO THE BOARD OF PUBLIC INSTRUCTION OF DADE COUNTY, FLORIDA (NOW THE MIAMI-DADE COUNTY SCHOOL BOARD) AS MORE FULLY DESCRIBED



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

IN THAT CERTAIN DEED AS RECORDED IN DEED BOOK 4030 AT PAGE 185 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 4 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 4 REPLATTED AS TRACT "A" OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

TR. 5 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 6 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 6 AS CONVEYED TO THE GREATER MIAMI HILLEL FOUNDATION, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 3803 AT PAGE 455 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AND

THAT PORTION OF SAID TR. 6 AS CONVEYED TO THE TRUSTEES OF THE DIOCESE OF SOUTHEAST FLORIDA, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 3815 AT PAGE 209 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

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TOGETHER WITH:

TR. 7 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 7 AS CONVEYED TO THE FLORIDA BAPTIST CONVENTION, INC. PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 3826 AT PAGE 31 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AND

THAT PORTION OF SAID TR. 7 AS CONVEYED TO THE TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION UNIVERSITY OF MIAMI, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1609 AT PAGE 72 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AND

THAT PORTION OF SAID TR. 7 AS CONVEYED TO THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8474 AT PAGE 246 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TRACT "A" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TRACT "A" OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



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TOGETHER WITH:

TRACT "B" OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

ALL THOSE STRIPS, LOTS, PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING RIGHTS OF WAY OR ALLEYS VACATED OR ABANDONED IN FAVOR OF THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

A PORTION OF GEO. E. MERRICK STREET, AS SHOWN AND DESCRIBED IN THOSE CERTAIN PLATS ENTITLED "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45 AND "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 976, DATED JUNE 26, 1956, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTHEAST: BY THE SOUTHWESTERLY RIGHT OF WAY LINE OF MILLER DRIVE, NOW KNOWN AS HENRY KING STANFORD DRIVE, AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE SOUTHEAST: BY THE NORTHWESTERLY BOUNDARY OF BLOCK 165 OF SAID PLAT OF "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," THIS ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID GEO. E. MERRICK STREET.

ON THE SOUTHWEST: BY THE NORTHEASTERLY RIGHT OF WAY LINE OF PAVIA STREET, AS SHOWN ON SAID PLAT OF "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7."

ON THE NORTHWEST: BY A SOUTHEASTERLY BOUNDARY OF TR. 1 OF SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," THIS ALSO BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID GEO. E. MERRICK STREET.

TOGETHER WITH:

THAT PORTION OF UNIVERSITY DRIVE AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2244 DATED MAY 12, 1977, THE SAME LYING SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF AVENUE PISANO, AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81, LESS THAT PORTION OF SAID UNIVERSITY DRIVE AS

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REPLATTED BY "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TRACT "C" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2244 DATED MAY 12, 1977.

TOGETHER WITH:

THAT PORTION OF THEO. DICKINSON DRIVE AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2682 DATED FEBRUARY 24, 1987 AND RECORDED IN OFFICIAL RECORDS BOOK 13227 AT PAGE 1306, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

THAT PORTION OF MILLER DRIVE, AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 3392 DATED JULY 13, 1999 AND RECORDED APRIL 15, 2003 UNDER MIAMI-DADE COUNTY CLERK'S FILE NUMBER 2003R247184 IN OFFICIAL RECORDS BOOK 21174 AT PAGE 5014 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

TRACT "B" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 3392 DATED JULY 13, 1999 AND RECORDED APRIL 15, 2003 UNDER MIAMI-DADE COUNTY CLERK'S FILE NUMBER 2003R247184 IN OFFICIAL RECORDS BOOK 21174 AT PAGE 5014 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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TOGETHER WITH:

"THEO. DICKINSON DRIVE"

A STRIP OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "THEO. DICKINSON DRIVE", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE SOUTH: BY THE NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD". (UNIVERSITY CONCOURSE) AS SHOWN ON SAID PLAT.

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF SAID "THEO. DICKINSON DRIVE" AS SHOWN ON SAID PLAT.

ON THE NORTH: BY THE WESTERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT.

ON THE EAST: BY THE EASTERLY RIGHT OF WAY LINE OF SAID "THEO. DICKINSON DRIVE" AS SHOWN ON SAID PLAT.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

NOTE: THIS DESCRIPTION INCLUDES THAT PORTION OF SAID "THEO. DICKINSON DRIVE" AS VACATED BY THE CITY OF CORAL GABLES PURSUANT TO CITY ORDINANCE NUMBER 2682, ADOPTED FEBRUARY 24, 1987 AND RECORDED MARCH 30, 1987 IN OFFICIAL RECORDS BOOK 13227 AT PAGE 1306 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. THIS VACATED PORTION OF THE RIGHT OF WAY WAS INCLUDED IN THE FOREGOING LEGAL DESCRIPTION DUE TO THE POSITIONAL UNCERTAINTY OF THE LEGAL DESCRIPTION FOR SAME SET FORTH IN SAID CITY ORDINANCE.

"WM. E. WALSH AVE."

A STRIP OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "WM. E. WALSH AVE.", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK

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46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AND THE RECORDED PLAT OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF "THEO. DICKINSON DRIVE" AS SHOWN ON SAID PLATS OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND "UNIVERSITY OF MIAMI DAUER TRACT."

ON THE NORTH: BY THE NORTHERLY RIGHT OF WAY LINE OF SAID "WM. E. WALSH AVE." AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE EAST: BY THE WESTERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLATS OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI AND UNIVERSITY OF MIAMI DAUER TRACT."

ON THE SOUTH: BY THE SOUTHERLY RIGHT OF WAY LINE OF SAID "WM. E. WALSH AVE." AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

"GEO. E. MERRICK ST."

A STRIP OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "GEO. E. MERRICK ST.", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE SOUTH: BY THE NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) AS SHOWN ON SAID PLAT.

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF SAID "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT.

ON THE NORTH: BY THE NORTHERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT.

ON THE EAST: BY THE EASTERLY RIGHT OF WAY LINE OF SAID "GEO. E. MERRICK ST.", EXTENDING NORTHERLY AND EASTERLY FROM ITS POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF

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"PAVIA ST." AS SHOWN ON SAID PLAT AND NORTHERLY ALONG SAID NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF "PAVIA ST." TO ITS POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT. SAID NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF "PAVIA ST." IS THE SAME AS THE WESTERLY LINE OF A PORTION OF SAID "GEO. E. MERRICK ST." AS PREVIOUSLY VACATED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA, PURSUANT TO ORDINANCE NUMBER 976, AS PASSED AND ADOPTED ON JUNE 26, 1956.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

**"HENRY KING STANFORD DRIVE/PAVIA ST./AVE. LEVANTE"
PARCELS ABUTTING PROPERTIES OWNED BY RELIGIOUS ENTITIES**

THOSE CERTAIN PARCELS OF LAND ABUTTING THE PROPERTIES OF SEVERAL RELIGIOUS ENTITIES, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS PORTIONS OF "AVE. LEVANTE", "PAVIA ST." AND "HENRY KING STANFORD DRIVE" (AS CHANGED PER CITY OF CORAL GABLES RESOLUTION NUMBER 22882 AND REFERRED TO AS SUCH FOR THE BALANCE OF THESE LEGAL DESCRIPTIONS), FORMERLY KNOWN AS "MILLER DRIVE," THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

PARCEL I:

A PORTION OF "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 8474 AT PAGE 335 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE METHODIST PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG

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SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THE SAME POINT OF CURVATURE ALSO BEING A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 979.52 FEET AND A CENTRAL ANGLE OF 11°26'55" FOR 195.72 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE DEPARTING SAID CENTERLINE OF "HENRY KING STANFORD DRIVE", S38°52'35"W ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE MOST EASTERLY CORNER OF THE METHODIST PROPERTY; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE, THE SAME BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE METHODIST PROPERTY, HAVING A RADIUS OF 929.52 FEET AND A CENTRAL ANGLE OF 07°52'21" FOR 127.72 FEET TO THE POINT OF TANGENCY; THENCE N58°59'45"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE METHODIST PROPERTY FOR 23.86 FEET TO THE MOST NORTHERLY CORNER OF SAID METHODIST PROPERTY; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE METHODIST PROPERTY, N31°00'15"E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH SAID CENTERLINE OF "HENRY KING STANFORD DRIVE"; THENCE S58°59'45"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 23.86 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 979.52 FEET AND A CENTRAL ANGLE OF 07°52'21" FOR 134.58 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAME STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC.

PARCEL II

A PORTION OF "PAVIA ST." ABUTTING PROPERTY OWNED BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 8474 AT PAGE 335 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE METHODIST PROPERTY.")



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COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" FOR 265.35 FEET TO A POINT OF CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CENTERLINE OF "AVE. LEVANTE" AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 86.39 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "PAVIA ST." AS SHOWN SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND THE POINT OF TANGENCY; THENCE N39°40'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 129.50 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE N39°40'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 95.55 FEET; THENCE DEPARTING SAID CENTERLINE OF "AVE. LEVANTE", N50°19'30"E FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE" AND THE MOST WESTERLY CORNER OF THE METHODIST PROPERTY; THENCE S39°40'30"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY LINE OF THE METHODIST PROPERTY FOR 95.55 FEET TO THE MOST SOUTHERLY CORNER OF THE METHODIST PROPERTY; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY LINE OF THE METHODIST PROPERTY, S50°19'30"W FOR 30.00 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAME STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC.

PARCEL III

THOSE PORTIONS OF "AVE. LEVANTE" AND "PAVIA ST." ABUTTING PROPERTY OWNED BY THE TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION, UNIVERSITY OF MIAMI, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 1609 AT PAGE 72 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE CHRISTIAN SCIENCE PROPERTY.")



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LEGAL DESCRIPTIONS
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COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" FOR 171.01 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 94.34 FEET TO A POINT OF CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CENTERLINE OF "AVE. LEVANTE" AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 86.39 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "PAVIA ST." AS SHOWN SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND THE POINT OF TANGENCY; THENCE N39°40'30"W ALONG SAID CENTERLINE OF "PAVIA ST." FOR 129.50 FEET; THENCE DEPARTING SAID CENTERLINE OF "PAVIA ST.", N50°19'30"E FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID "PAVIA ST.", WITH SAID POINT OF INTERSECTION ALSO BEING THE MOST WESTERLY CORNER OF THE CHRISTIAN SCIENCE PROPERTY; THENCE S39°40'30"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF "PAVIA ST." AND THE SOUTHWESTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY FOR 129.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 39.27 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY, THE SAME POINT OF INTERSECTION ALSO BEING THE POINT OF TANGENCY; THENCE N50°19'30"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY FOR 94.34 FEET TO THE MOST EASTERLY CORNER OF THE CHRISTIAN SCIENCE PROPERTY; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY, S39°40'30"E FOR 30.00 FEET TO THE POINT OF BEGINNING.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAME STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION, UNIVERSITY OF MIAMI, INC.

August 2, 2011



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

PARCEL IV

THOSE PORTIONS OF "AVE. LEVANTE" AND "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE FLORIDA BAPTIST CONVENTION, INC. AS RECORDED IN DEED BOOK 3826 AT PAGE 31 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE BAPTIST PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" WITH SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" FOR 171.01 FEET THENCE DEPARTING SAID CENTERLINE OF "AVE. LEVANTE", N39°40'30"W FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE", THE SAME POINT OF INTERSECTION ALSO BEING THE MOST SOUTHERLY CORNER OF THE BAPTIST PROPERTY; THENCE N50°19'30"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE BAPTIST PROPERTY FOR 94.34 FEET TO A POINT OF CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE BAPTIST PROPERTY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 93°29'10" FOR 40.79 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE BAPTIST PROPERTY, THE SAME POINT OF INTERSECTION ALSO BEING A POINT OF COMPOUND CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE BAPTIST PROPERTY AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 929.52 FEET AND A CENTRAL ANGLE OF 07°57'45" FOR 129.18 FEET TO A POINT OF TERMINATION ALONG THE ARC OF SAID CURVE, WITH SAID POINT OF TERMINATION ALSO BEING THE MOST NORTHERLY CORNER OF THE BAPTIST PROPERTY; THENCE N38°52'35"E ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE FOR 50.00 FEET TO A POINT OF RADIAL INTERSECTION WITH THE CENTERLINE OF SAID "HENRY KING STANFORD DRIVE" AND WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE ARC OF SAID



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

CURVE, HAVING A RADIUS OF 979.52 FEET AND A CENTRAL ANGLE OF 11°26'55" FOR 195.72 FEET TO THE POINT OF BEGINNING.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAID STRIPS OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE FLORIDA BAPTIST CONVENTION, INC.

PARCEL V

PORTIONS OF "AVE. LEVANTE" AND "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE DIOCESE OF SOUTHEAST FLORIDA, INC. AS RECORDED IN DEED BOOK 3815 AT PAGE 209 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE DIOCESE PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD" DRIVE FOR 120.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE DEPARTING SAID CENTERLINE OF "HENRY KING STANFORD DRIVE," S50°19'30"W FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE MOST EASTERLY CORNER OF THE DIOCESE PROPERTY; THENCE N39°40'30"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE DIOCESE PROPERTY FOR 75.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE DIOCESE PROPERTY AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 39.27 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE NORTHWESTERLY LINE OF THE DIOCESE PROPERTY WITH SAID POINT OF INTERSECTION ALSO BEING THE POINT OF TANGENCY; THENCE S50°19'30"W ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE NORTHWESTERLY LINE OF THE DIOCESE PROPERTY FOR 179.55 FEET TO THE MOST WESTERLY CORNER OF THE DIOCESE PROPERTY; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE NORTHWESTERLY LINE OF THE DIOCESE PROPERTY, N39°40'30"W FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID "AVE. LEVANTE"; THENCE N50°19'30"E ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 254.55 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID "HENRY

August 2, 2011



**MAIN CAMPUS-CORAL GABLES, FLORIDA
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AREAS I AND II**

KING STANFORD DRIVE"; THENCE S39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 130.00 FEET TO THE POINT OF BEGINNING.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAID STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE DIOCESE OF SOUTHEAST FLORIDA, INC.

PARCEL VI

PORTIONS OF "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE GREATER MIAMI HILLEL FOUNDATION, INC. AS RECORDED IN DEED BOOK 3803 AT PAGE 453 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE HILLEL PROPERTY.")

BEGIN AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) FOR 75.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND A POINT OF CUSP OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE WEST, WITH SAID POINT OF CUSP BEARING S39°40'30"E FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE", THE NORTHEASTERLY LINE OF THE HILLEL PROPERTY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 39.27 FEET TO THE POINT OF TANGENCY; THENCE N39°40'30"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE HILLEL PROPERTY FOR 95.00 FEET TO THE MOST NORTHERLY CORNER OF THE HILLEL PROPERTY; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE HILLEL PROPERTY, N50°19'30"E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH SAID CENTERLINE OF "HENRY KING STANFORD DRIVE"; THENCE S39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 120.00 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS



**MAIN CAMPUS-CORAL GABLES, FLORIDA
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OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAID STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE GREATER MIAMI HILLEL FOUNDATION, INC.

"HENRY KING STANFORD DRIVE" (REMAINDER)

A STRIP OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "HENRY KING STANFORD DRIVE", THE SAME AS MORE FULLY DESCRIBED AS "MILLER DRIVE" ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE SOUTH: BY THE NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" (MILLER DRIVE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS WELL AS THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

ON THE NORTH: BY THE RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" (MILLER DRIVE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS WELL AS ON THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE EAST: BY THE EASTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS WELL AS ON THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

LESS THEREFROM:

THOSE PORTIONS OF THE PARCELS IDENTIFIED AS PARCELS I, IV, V AND VI RESPECTIVELY, THAT LIE WITHIN THE BOUNDARIES OF "HENRY KING STANFORD DRIVE" AS DESCRIBED ABOVE.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

August 2, 2011



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

"HENRY KING STANFORD DRIVE" (AS REPLATTED)

A PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS BEING A PORTION OF "HENRY KING STANFORD DRIVE", THE SAME AS MORE FULLY DESCRIBED AS ALL OF TRACT "D" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

THIS BEING THE SAME PARCEL OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

"AVE. LEVANTE" AND "PAVIA ST."

THOSE STRIPS OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "AVE. LEVANTE" AND "PAVIA ST.", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 AND THE RECORDED PLAT OF "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE NORTH: BY THE SOUTHERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE EAST AND NORTH: BY THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "PAVIA ST." AS SHOWN ON SAID RECORDED PLATS OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," TOGETHER WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" (MILLER DRIVE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE SOUTH: BY THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE" AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE WEST: BY THE SOUTHWESTERLY RIGHT OF WAY LINE OF "PAVIA ST." AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

LESS THEREFROM:

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**MAIN CAMPUS-CORAL GABLES, FLORIDA
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AREAS I AND II**

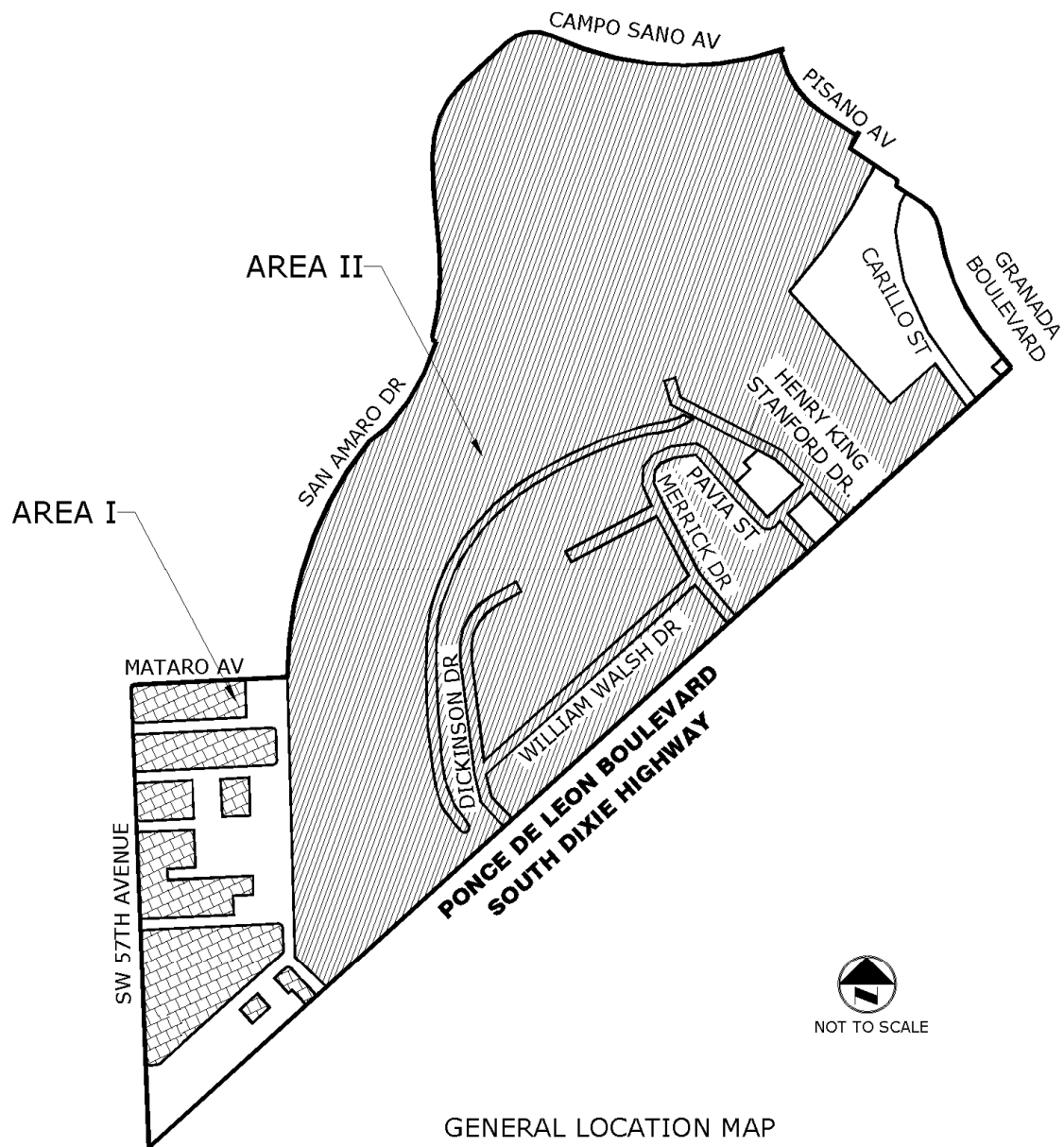
THOSE PORTIONS OF THE PARCELS IDENTIFIED AS PARCELS II, III, IV AND V RESPECTIVELY, THAT LIE WITHIN THE BOUNDARIES OF "PAVIA ST." AND "AVE. LEVANTE" AS DESCRIBED ABOVE.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID STRIPS, LOTS, PIECES OR PARCELS OF LAND AS DESCRIBED WITHIN THE ABOVE TWO (2) DESIGNATED AREAS I AND II CONTAINING 239.09 ACRES, MORE OR LESS, BY CALCULATION.



MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II



Appendix 16



CFN 2011R0108272
DR Bk 27590 Pgs 0637 - 6407 (4pgs)
RECORDED 02/16/2011 16:01:00
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Maria C. Arriola Vélez
Maria C. Arriola Vélez, PA
35 Almeria Avenue
Coral Gables, FL 33134

Folio No. 03-4130-002-1041

SPECIAL WARRANTY DEED

This Special Warranty Deed is made the 7th day of February, 2011 ~~December, 2010~~, between the CITY OF CORAL GABLES, a municipal corporation of the State of Florida (the "Grantor") whose address is 405 Biltmore Way, Coral Gables, Florida 33134 and the UNIVERSITY OF MIAMI, a Florida Corporation not-for-profit, f/k/a The University of Miami, Incorporated, a non-profit educational corporation of the County of Miami-Dade, State of Florida (the "Grantee"), whose address is Gables One Tower, Suite 1250, 1320 S. Dixie Highway, Coral Gables, FL 33146.

WITNESSETH:

Grantor, in consideration of Ten and No/100 US Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, pursuant to City of Coral Gables Resolution No. R-2010-271, the following property located in Miami-Dade County, Florida (the "Property"), to wit:

See EXHIBIT "A" attached hereto and made a part hereof

Subject to:

1. Taxes and assessments for the year 2011 and subsequent years
2. Zoning and other restrictions imposed by governmental authority
3. Terms of the Plat of CORAL GABLES, RIVIERA SECTION, PART SIX, according to the Plat thereof, as recorded in Plat Book 20, Page 79, of the Public Records of Miami-Dade County, Florida

4. Items contained in Declaration of Restrictive Covenants filed October 3, 2007, and recorded in Official Records Book 25968, Page 4593, of the Public Records of Miami-Dade County, Florida
5. Liens, claims for payment or other matters arising from that certain Notice of Commencement filed October 12, 2010, and recorded in Official Records Book 27450, Page 4885, of the Public Records of Miami-Dade County, Florida
6. Easements for utilities
7. Easement of Access between Grantor and Grantee
8. Easement for Parking Meters between Grantor and Grantee


To have and to hold unto Grantee and Grantee's successors and assigns in fee simple forever.

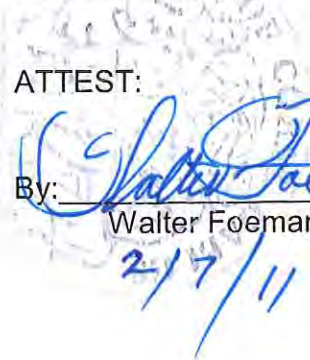
Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

If any terms, covenant or condition of this conveyance, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this conveyance and the application of such term, covenant or condition to persons or circumstances other than those to which the same is held to be invalid or unenforceable shall not be affected thereby, and each and every term, covenant or condition thereof, shall be valid and enforceable, to the fullest extent permitted by law, subject to the terms and conditions thereof.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty deed as of the day and year first written above.

Signed sealed and delivered in presence of:

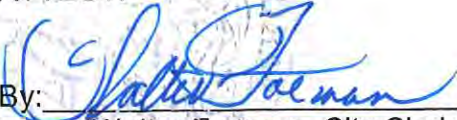





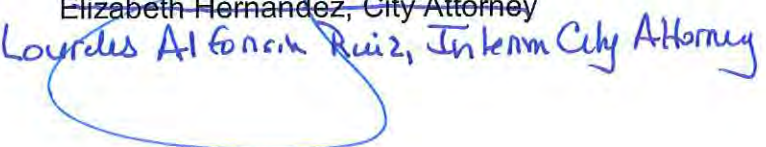
City of Coral Gables, a municipal corporation of the State of Florida

By: 
Patrick Salerno, City Manager

ATTEST:

By: 
Walter Foeman, City Clerk
2/7/11

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Elizabeth Hernandez, City Attorney

Lourdes Alfonzo Ruiz, Interim City Attorney

STATE OF FLORIDA)
 :SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7th day of February 2011
~~December~~, 2010, by Patrick Salerno, as City Manager of the City of Coral Gables, who is
personally known to me.

Imelys Sansores

Notary Public, State of Florida

My Commission Expires:
01-21-2012



REC 16907 PG 3536

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

Lots 1, 2, 3, 6, 7 and 8, and a portion of Lot 4, Block 194, CORAL GABLES RIVIERA SECTION PART 6, according to the plat thereof, as recorded in Plat Book 20, at Page 79, of the Public Records of Dade County, Florida, and a portion of Avenue Sagua, vacated and discontinued by Ordinance No. 842, City of Coral Gables, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4, of Section 30, Township 54 South, Range 41 East, Dade County, Florida; thence South 00 degrees 13 minutes 22 seconds West, along the West line of said Section 30, for 472.32 feet to the intersection of the Westerly extension of the North Right-of-Way line of said Avenue Sagua; thence North 89 degrees 41 minutes 10 seconds East for 30.00 feet to the Point of Beginning of the following described parcel of land, said point being on the East right-of-way line of S.W. 57th Avenue (Red Road); thence continue North 89 degrees 41 minutes 10 seconds East for 133.37 feet; thence South 00 degrees 18 minutes 50 seconds East, at right angles to the last described line, for 13.55 feet; thence North 89 degrees 41 minutes 10 seconds East for 67.32 feet; thence South 00 degrees 18 minutes 14 seconds West for 138.15 feet to a point, said point being on the Northerly right-of-way line of Avenue Levante, as shown on said plat of CORAL GABLES RIVIERA SECTION PART 6, according to the plat thereof, as recorded in Plat Book 20, at Page 79; thence South 50 degrees 19 minutes 22 seconds West, along said Northerly right-of-way line of Avenue Levante, for 163.61 feet to a point of curve; thence Southwesterly-Westerly, along the arc of a circular curve to the right, having a radius of 20.00 feet and a central angle of 39 degrees 21 minutes 48 seconds, for an arc distance of 13.74 feet to a point of tangency; thence South 89 degrees 41 minutes 10 seconds West for 42.27 feet to a point of curve; thence Westerly-Northwesterly-Northerly, along the arc of a circular curve to the right, having a radius of 20.00 feet and a central angle of 90 degrees 32 minutes 12 seconds, for an arc distance of 31.60 feet to a point of tangency, said point being on the Easterly right-of-way line of S.W. 57th Avenue (Red Road); thence North 00 degrees 13 minutes 22 seconds East, along said Easterly right-of-way line of S.W. 57th Avenue (Red Road), for 239.82 feet to the POINT OF BEGINNING.

RECORDERS NOTE

The legibility of writing, typing or printing
unsatisfactory in this document when received

RECORDED IN OFFICIAL RECORDS
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County
Courts

Appendix 17



The City of Coral Gables

Planning Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

September 28, 2010

Mr. Ray Eubanks, Plans Processing Administrator
Department of Community Affairs
Plans Processing Section
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Hollywood, FL 33021

Re: Development Agreement between City of Coral Gables and University of Miami

Dear Mr. Eubanks:

Please find attached an executed Development Agreement pursuant to F.S. 163.3221-et-seq. ratified this day between the City of Coral Gables and University of Miami.

If you have any questions or need further information, please feel free to call me at (305) 460-5211.

Sincerely,

A handwritten signature in black ink, appearing to read "ERIEL", is written over the word "Sincerely,".

Eric Riel, Jr.
Planning Director

Exhibits:

- City of Coral Gables and University of Miami Development Agreement
- Exhibit A: Legal Description of the UM Campus
- Exhibit B: Ordinance No. 2007-16 and accompanying (2006 UMCAD); and concurrent Declaration of Restrictive Covenants
- Exhibit C: Proposed Comprehensive Plan Amendments
- Exhibit D: Proposed University Campus Zoning District (UCD)
- Exhibit E: Properties Proposed to be Rezoned to University of Miami Campus District (UCD)
- Exhibit F: Resolution #2003-7, as modified
- Exhibit G: Streets to be Vacated
- Exhibit H: Waterways to be Deeded
- Exhibit I: Parking Meter Map
- Exhibit J: Fire Station Site
- Exhibit K: Payment Schedule
- Exhibit L: 2007 Regional Traffic Study and Concurrency

Appendix 18



MEMORANDUM

July 24, 2018

TO: Irma Abella

FROM: Peter Liu

SUBJECT: Student Enrollment Report

The recent agreement between the University of Miami and the City of Coral Gables asks the University to track the enrollment of full-time equivalent undergraduate degree-seeking students enrolled in classes on the UM (Coral Gables) Campus. This degree-undergraduate FTE, based on the official “benchmark” report for Fall Semester, 2017 (the source of our official reports to the federal government and the state for the 2017-2018 year), was 10,245.

Feel free to contact me at 284-1531 or via e-mail pliu@miami.edu if you have any questions.

Appendix 19

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2014-11

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES AMENDING THE CITY OF CORAL GABLES AND UNIVERSITY OF MIAMI DEVELOPMENT AGREEMENT, ADOPTED BY ORDINANCE NO. 2010-31 ON 09.28.10, PURSUANT TO ZONING CODE ARTICLE 3, DIVISION 19, ENTITLED "DEVELOPMENT AGREEMENTS", FOR THE UNIVERSITY OF MIAMI, CITY OF CORAL GABLES CAMPUS, AMENDING PARAGRAPH 18 OF THE DEVELOPMENT AGREEMENT THAT GOVERNS THE MISCELLANEOUS USES AND TEMPORARY OCCUPANCIES THE UNIVERSITY MAY MAKE OF PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY, AND TO INCLUDE THE PROPERTY COMMONLY KNOWN AS THE "PLUMER BUILDING", AND LEGALLY DESCRIBED AS THE NORTHEAST 25' OF LOT 9 AND LOTS 10-22, BLOCK 196, RIVIERA SECTION 14 (5915 PONCE DE LEON BOULEVARD), CORAL GABLES, FLORIDA; AND PROVIDING FOR SEVERABILITY, REPEALER AND AN EFFECTIVE DATE.

WHEREAS, An application was submitted requesting an amendment to the City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010, pursuant to Zoning Code Article 3, Division 19, entitled "Development Agreements", for the University of Miami, City of Coral Gables Campus, amending Paragraph 18 of the Development Agreement that governs the miscellaneous uses and temporary occupancies the University may make of property within the corporate limits of the City; and

WHEREAS, the amendment includes the property commonly known as the "Plumer Building", and legally described as the northeast 25' of Lot 9 and Lots 10-22, Block 196, Riviera Section 14 (5915 Ponce de Leon Boulevard), Coral Gables, Florida, as a property occupied by the University that would be subject to the provisions governing miscellaneous uses and temporary occupancies by the University within the corporate limits of the City; and

WHEREAS, after notice of public hearing duly published and notification of all property owners of record within one thousand (1000) feet of the property, public hearing was held before the Planning and Zoning Board on April 9, 2014, at which hearings all interested persons were afforded the opportunity to be heard; and

WHEREAS, at a public hearing held on April 9, 2014, the Planning and Zoning Board recommended approval of the amendment to the University of Miami Development Agreement (vote: 7-0); and

WHEREAS, the City Commission held a public hearing on April 22, 2014 at which hearing all interested persons were afforded an opportunity to be heard and this application amending the University of Miami Development Agreement was approved on first reading (vote: 5-0); and

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010 is hereby amended as follows:

18. Miscellaneous Uses and Temporary Occupancies

The City and University agree that within the corporate limits of the City:

- (a) Unless expressly approved by an amendment to this Agreement, University Campus Serving Uses, including but not limited to: academic programs, academic uses and activities; instructional uses and activities, and student housing facilities (collectively, "University Academic Uses") shall be permitted to be established only within the boundaries of the UM Campus. In the event that this Agreement is amended to authorize University Campus Serving Uses, including but not limited to University Academic Uses, outside of the UM Campus, such University Campus Serving Use and the property to be used shall be listed in subparagraph (g) of this Paragraph. In the event that the University no longer owns or leases the property listed in subparagraph (g) the authorization shall be deemed to be terminated and to be of no further legal force and effect.*
- (g) The University is authorized to use the following property for University Campus Serving Uses, including but not limited to Academic Uses together with all permitted uses under the City Code:*
 - (1) 5915 Ponce de Leon Boulevard Coral Gables FL 33146 (Metro Tax Assessor Folio No. 03-4130-009-0250).*

SECTION 3. All rights, actions, proceedings and contracts of the City, including the City Commissioners, the City Manager, or any of its departments, boards or officers undertaken pursuant to the existing code provisions, shall be enforced, continued, or completed, in all respects, as though begun or executed hereunder.

SECTION 4. All ordinances or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.

SECTION 5. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 6. This development permit by the City of Coral Gables does not in any way create any right on the part of an applicant to obtain a permit from a county, state or federal agency. Likewise, this development permit does not create any liability on the part of the City of Coral Gables for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a county, state or federal agency, or if the applicant undertakes actions that result in a violation of county, state or federal law. In addition, as a condition of this approval, all county, state and federal permits must be obtained before commencement of the development.

SECTION 7. This ordinance shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS THIRTEENTH DAY OF MAY, A.D., 2014.

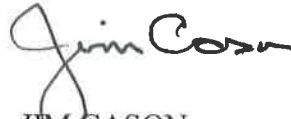
(Moved: Quesada / Seconded: Kerdyk)

(Yeas: Lago, Quesada, Keon, Kerdyk, Cason)

(Unanimous: 5-0 Vote)

(Agenda Item: E-3)

APPROVED:

A handwritten signature in black ink that reads "Jim Cason".

JIM CASON
MAYOR

ATTEST:

A handwritten signature in blue ink that reads "Walter J. Foeman".

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

A handwritten signature in blue ink that reads "Craig E. Leen".

CRAIG E. LEEN
CITY ATTORNEY

Appendix 20



MEMORANDUM

June 15, 2018

TO: Alicia Corral, Campus Planner
Campus Planning and Development

FROM: Jon Baldessari, Director of Housing Operations & Facilities
Housing and Residential Life

SUBJECT: Development Agreement, Section 18, subparagraph c
Miscellaneous Uses and Temporary Occupancies

Pursuant to the Development Agreement between the University of Miami and the City of Coral Gables (section 18, subparagraph c) the University agrees to provide the City with a report with regard to the students in temporary occupancy.

With the exception noted below, the Department of Housing and Residential Life did not house any students temporarily at off-site hotels for the Fall 2017 semester, over the winter break period, or during the Spring 2018 semester.

- 59 UM students that had been transferred from a pre-storm evacuation center were housed in the Colonnade Hotel from September 12, 2017 to September 18, 2017 following Hurricane Irma until the University re-opened.

Appendix 21

UNIVERSITY OF MIAMI MOBILITY PLAN

June 2018

Prepared by
University of Miami and
Keith and Schnars



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Executive Summary

The University of Miami is committed to reducing its impact on the environment through mobility programs and strategies that reduce single-occupant vehicle trips and maximize efficiency for moving to, from, within, and around the Coral Gables campus. Improved mobility has become an integral part of the daily life of students, faculty, and staff. Mobility policies contribute to a reduction in the amount of traffic coming to and moving around campus and, correspondingly, reduce the carbon footprint of the university leading to a greater sense of personal well-being and a more sustainable, green campus.

In 2007, the University formalized its commitment to a sustainable future by signing the American College and University Presidents Climate Commitment (ACUPCC) which provides a framework for institutions of higher learning to become carbon neutral. The University's sustainability efforts are all part of Green U which aims to make the University a "community leader in...the practice of ecologically sound maintenance and operations procedures." To this end, the University has become increasingly residential, eliminated cars for resident freshmen, launched an employee discount public transit program, and maintains an efficient parking management program in an effort to reduce the impact on roadways and the environment. The University encourages the use of fuel efficient and electric vehicles, trip sharing, transit, walking, and bicycling. Hurry 'Canes shuttles transport students, faculty, and staff around campus and connects them to other campuses, off-campus activity centers, and nearby public transit stops. In addition, street closures and traffic-calming measures have reduced non-University traffic on adjoining residential streets.

Traffic is one of the leading generators of carbon pollution. The University has contributed to a reduction in pollution through mobility strategies and neighborhood traffic improvements that have resulted in a **14.3% decline** in overall University traffic during peak morning and evening periods between 2012 and 2018. In the San Amaro/Campo Sano neighborhood, the reduction in traffic has been 4.5%, a result of the cumulative strategies and policies that have been employed to improve mobility. The effectiveness of the University's mobility programs, strategies, and policies is measured by the Regional Traffic Study (RTS) that the University prepares every 5 years. The most recent RTS was submitted on June 1, 2018 to the City.



Mobility plan components are generally grouped as follows:

REDUCTION OF TRAFFIC NORTH OF LAKE OSCEOLA

The University influences traffic patterns by managing its parking resources with the goal of diverting traffic away from the single-family residential areas north of Lake Osceola. Roadway improvements along Campo Sano and San Amaro Drive have also helped to reduce through-traffic in the residential areas.

RESIDENTIAL CAMPUS STRATEGY AND ENHANCED CAMPUS LIFE PROGRAMS

The University has increased on-campus residential living options and is building over 1,100 new resident beds. Off-campus private market sector rental units in nearby areas have also increased. In addition, campus activities encourage students to view the campus as a place to live, study, eat, and play.

PARKING MANAGEMENT PROGRAM

The University's parking management program assigns permits to specific zones where commuters are guaranteed to find parking, eliminating the need to drive around searching for a parking space and reducing traffic on surrounding roads. Freshmen residents are also prohibited from having a car on campus.

HURRY 'CANES SHUTTLE PROGRAM

The Hurry 'Canes shuttle program promotes campus connectivity and facilitates the movement of people around the campus. The shuttle program serves the University community within the campus as well as those who live within walking distance.

PUBLIC TRANSIT PROGRAM

The University has convenient access to public transit and promotes its use by its students and employees through its Public Transit Program.

APP-BASED TRIP-SHARING PROGRAMS

The University population demographic embraces trip sharing programs and app-based on-demand transportation services such as Uber and Lyft. Carpool app RideFlag is promoted on the University website and participants are incentivized with prime parking locations.

BICYCLE AND PEDESTRIAN PROGRAMS

The University's U Bike program encourages the use of bicycles as a mode of transportation. The University has been named a Bike Friendly University, Bronze Level, by the League of American Bicyclists in 2012 and again in 2016 and validates the University's continued efforts to develop and support a healthy bike culture on campus.

Through all of the aforementioned measures, the University continues to enhance programs and strategies that maximize efficiency for moving to, from, within, and around the campus.



University of Miami Mobility Plan

Reducing the traffic that comes to the campus benefits both the community and the University. It helps to preserve the tranquility of the residential area, supports a sustainable campus with a reduced carbon footprint, and encourages the increased well-being of students, faculty, staff, and visitors. In order to reduce the number of single-occupant vehicles that come to the campus, the University has implemented strategies and programs that have a direct and immediate impact on trips.

Since the adoption of the first Campus Master Plan in 1992, the University has prepared technical traffic studies and reports including a Regional Traffic Study (RTS) in 1992, 2003, 2008, 2013 and 2018. The University also measures the overall campus traffic volumes in the Spring and Fall semesters at each campus access driveway. As a result, the University has been able to clearly document and understand traffic patterns both at a regional and local level. The overall Spring 2018 campus traffic volumes are 1.4% lower in the areas north of the lake and 6.5% lower campus-wide compared to 2017. Both north of the lake and overall to the campus, traffic volumes demonstrate a level of stability for the past 5-6 years despite new development throughout campus and are 14.3% less as compared to the corresponding Spring 2012 traffic volumes. (See *Exhibit A: 1990 - 2018*)

Peak Period Vehicle Trips and Appendix 2: Historic Traffic Counts 1990-2018).

University traffic has remained stable in the San Amaro Drive/ Campo Sano Avenue corridors despite an increase of over 1.2 million square feet of campus development since 2012. The Spring 2018 traffic volumes in the San Amaro/Campo Sano corridor are 3.7% less in the morning and 5.2% less in the afternoon peak periods as compared to corresponding volumes in 2012. The overall peak period traffic volume in the northern sector of campus is **4.5%** less compared to volumes recorded in 2012 (See *Exhibit A: 1990 - 2018 Peak Period Vehicle Trips*).

The stability in the University's traffic in this area is reflective of significant neighborhood traffic calming and improvements on San Amaro Drive, Miller Road, and Campo Sano Avenue that slow and divert traffic, an increase in the number of students living on campus and in the immediately surrounding neighborhoods, policies that encourage students to move throughout campus without using a car, and a parking management plan that assigns parking permits to specific lots.

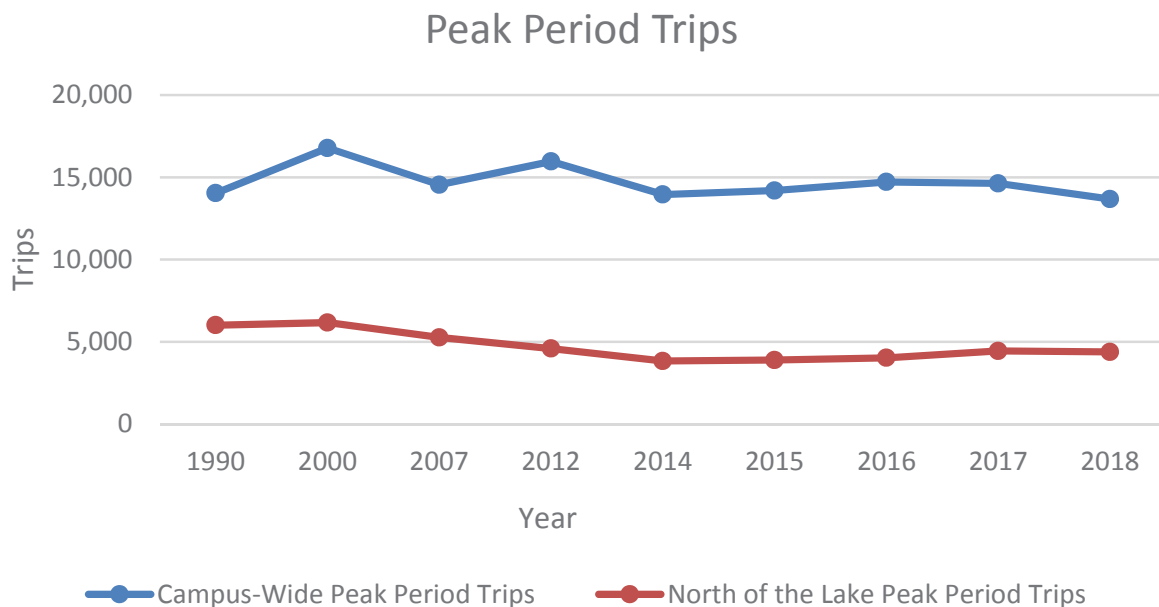


EXHIBIT A | 1990 - 2018 PEAK PERIOD VEHICLE TRIPS

The University's Mobility Plan is comprised of a series of components as described below:

A. Reduction of Traffic North of Lake Osceola

The Spring 2018 traffic counts north of Miller Road continue to demonstrate that since 2012, University traffic has remained stable. This has been accomplished by the construction of University Village (UV) student housing, more parking south of Lake Osceola, eliminating resident freshmen cars, encouraging alternate modes of transportation, improving the parking management program, roadway improvements to Campo Sano Avenue and San Amaro Drive, and completing the Internal Road.

The completion of the Internal Road in 2018 resulted in a reduction of nearly 350 spaces north of the lake. The road connects surface parking lots on the north side of campus and allows service vehicles to circulate from the Miller Road entrance to University Drive via a controlled access service road behind the Physics building.

Traffic improvements to the roadways separating the campus from the neighborhoods have helped divert, reduce, and calm traffic. Mataro, Delgado, Zoreta, Consolata, and Zuleta Avenues are closed at Red Road. City installed medians and plantings along Ponce de Leon Boulevard and the roundabout at Miller Road and San Amaro Drive serve as an effective traffic calming feature as do enhanced sidewalks, medians, landscaping, lighting and limitation of access points to the residential cross streets in the area.

The University Hurry' Canes shuttle enters the campus at the Miller Road entrance instead of continuing north on San Amaro Drive to Memorial Drive, further reducing traffic in the residential streets.

B. Residential Campus Strategy and Enhanced Campus Life

An important goal of the University's strategic plan is to encourage students to live, eat, and play on campus in order to enhance the student experience and reduce the amount of traffic coming to and leaving from the campus. This goal is achieved by providing more student housing and continuing to expand campus life facilities. The increased number of students living or spending longer time on campus has a direct correlation with reduced traffic during peak hours. (See *Exhibit B: Adopted Campus Master Plan*).

See *Mobility Plan Matrix, Appendix 1*, for information on the campus population under the Residential Campus Strategy section.



Brunson Drive Improvements



Controlled Access Service Road behind Physics Building



Delgado Street Closure



Miller Road Entrance

B.1. Residential Campus Strategy

Currently, the University has a resident student population of 4,193 students and a faculty/staff resident population of about 60. The Student Housing project currently under construction will add 1,115 new student beds south of the lake by Fall 2019. This shift in campus population from commuters to residents is expected to reduce vehicular trips by approximately 252 trips in the morning and 284 trips in the afternoon peak hours.

University Village includes 16 two-and-three bedroom town-home units for University faculty and staff. This results in an estimated trip reduction of approximately 130 trips per day during peak hours and frees up about 30 campus parking spaces.

B.2. Off-Campus/Non-University Residential Development

Private-sector residential development near campus serves students, faculty, and staff and makes it easier to either walk, bike, or use public transit to get to the campus.

B.3. Enhanced Campus Life Programming

The University provides a number of facilities and programs that help keep students on campus. More than 290 student clubs, organizations, fraternities, and sororities provide a variety of activities that engage students.

The Student Center Complex which includes the Donna E. Shalala Student Center and the Whitten University Center is



New Student Housing Village



University Village

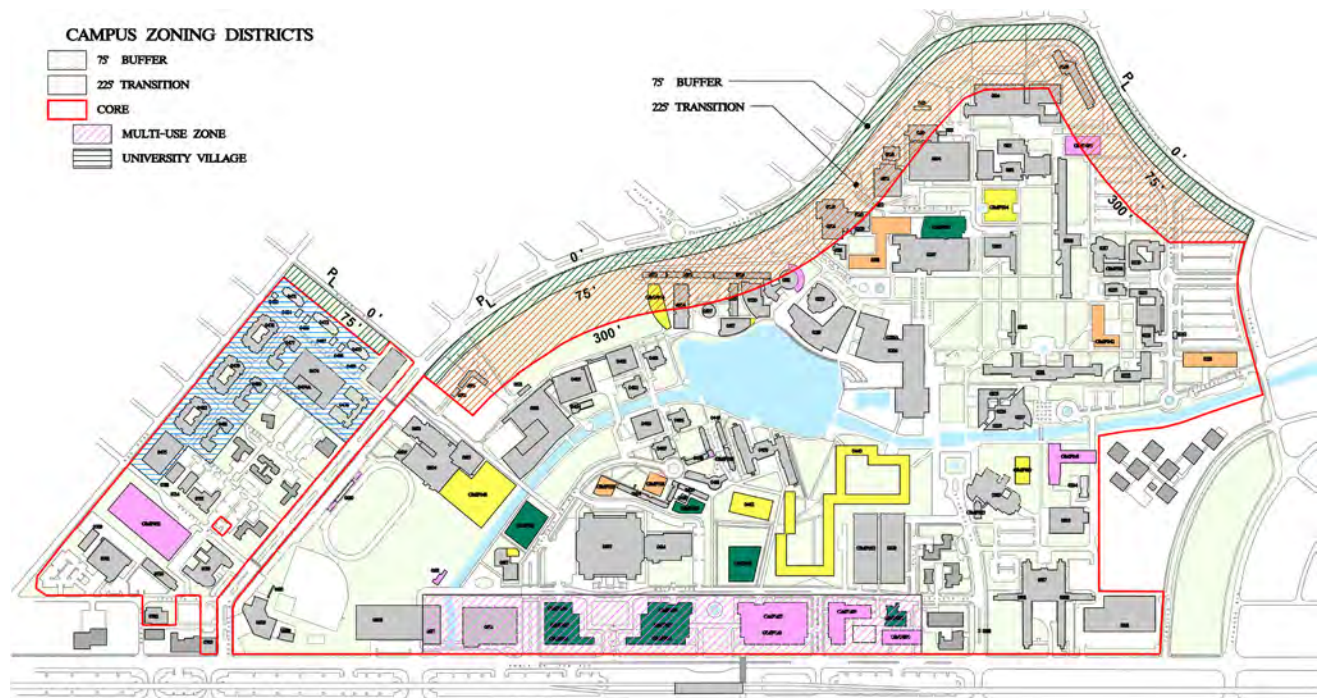


EXHIBIT B | Adopted Campus Master Plan

a hub for campus life activities. Extensive dining options at the Student Center Complex lead to more people staying on campus for meals.

The addition of lounge and study spaces, including the 24-Hour Kornspan Study Lounge, has encouraged commuter students to stay on campus during breaks in their day.

Late night programming includes a monthly “Canes After Dark” event, Canes Night Live, and food truck events aimed towards keeping students on campus. A full-time staff position was created in the Department of Student Activities and Student Organizations to facilitate these types of events. Commuter initiatives by the Department of Orientation and Commuter Student Involvement have also been developed. This includes “Good Morning Commuters”, a program encouraging commuter students to remain on campus throughout the day. The Commuter Assistant Program sponsors events aimed at keeping commuters on campus and hosts an area which members can use as a “home away from home

The Cosford Cinema, Lowe Art Museum, Watsco Center, Ring Theater, dining areas, libraries, and a variety of outdoor campus areas continue to provide a host of activities that add value to campus life. The new Student Housing project will include additional recreational areas such as game rooms, an outdoor gym, meditation rooms, and multiple outdoor plazas to host daytime and nighttime events and activities.

C. Parking Management Program and Policies

The University’s Parking and Transportation Department (PTD) is responsible for the overall management of parking facilities, services, and traffic control. All vehicles that park on campus must be registered and are required to display a current and valid parking permit. See *Mobility Plan Matrix, Appendix 1*, for information on parking supply and parking permits under the Parking Management Program and Policies section.

The University has 9,367 parking spaces distributed among surface lots and six parking garages. Of these spaces, 2,473 surface spaces are located north of Lake Osceola and 6,894 spaces are located south of the lake. 4,186 of these spaces are located in parking garages. See *Exhibit C: Campus Parking Map*. Parking spaces south of the lake include 1,070 spaces used by The Lennar Foundation Medical Center and 235 spaces located under the Metrorail.

Based on a parking accumulation study conducted in October 2017, there are approximately 1,500 spaces vacant campus wide during peak occupancy hours. There has been a



Red Road Commons



Donna E. Shalala Student Center



Lowe Art Museum

net reduction of 323 spaces overall to the campus parking supply in the past year. 300 spaces south of the lake were removed due to construction of the Student Housing and the connection of the parking lots north of the lake as part of the Internal Road project removed approximately 80 spaces in that area. A detailed analysis of the University's parking conditions was submitted to the City as part of the Parking Impact Analysis Report on June 1, 2018.

C.1. No Freshmen Resident Car Policy

The University restricts first-year resident students from bringing a car on campus. This policy reduces parking demand and traffic.

C.2. Parking Management Program

The University's parking management program issues parking permits for specific color-coded lots to commuter students, faculty, and staff. The number of permits sold for each parking area is calibrated to the number of spaces in lots of the same color and nearly eliminates the need for commuters to utilize external surface roads to search for parking once they have entered their assigned lot. Due to the distribution of parking on campus, with nearly three-quarters of parking resources located south of Lake Osceola, the program has served to redirect commuters from lots north of the lake to areas south of the lake, further away from the surrounding residential neighborhoods.



Parking Management Program

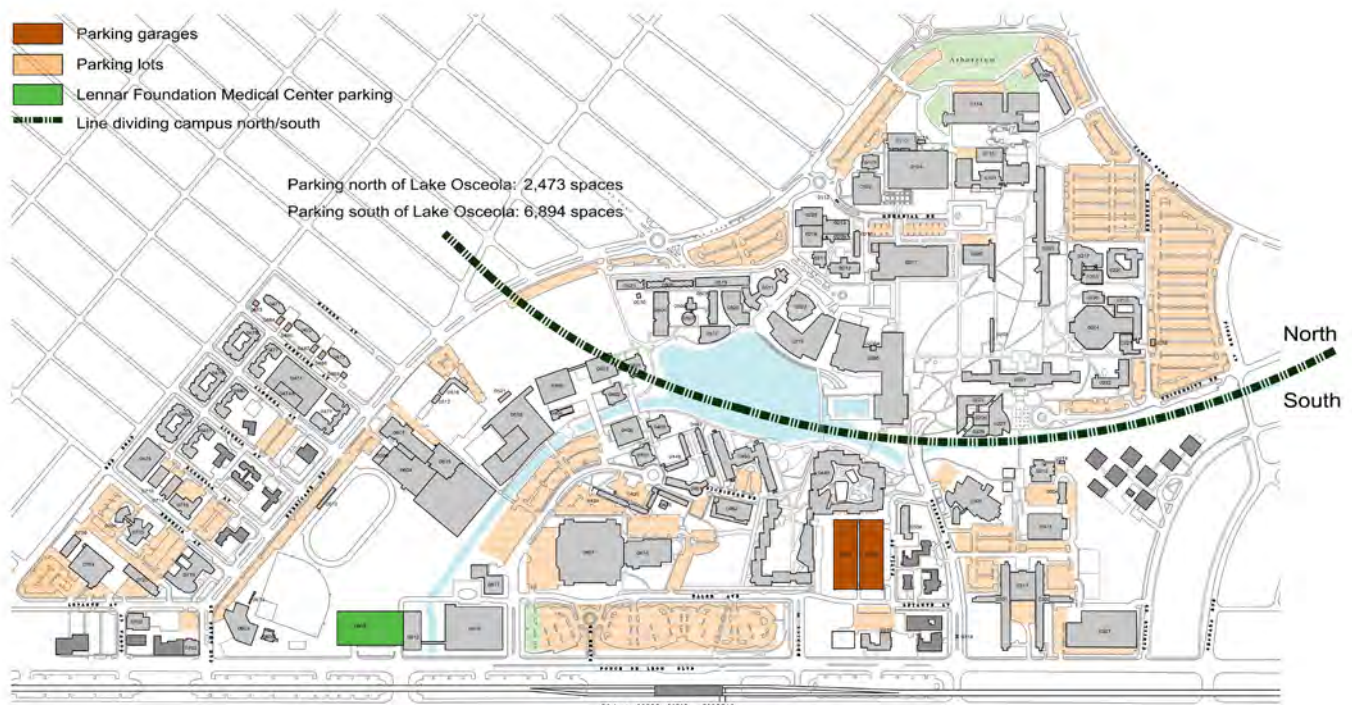


EXHIBIT C | Campus Parking Map

C.3. Service and Deliveries

Delivery vehicles are encouraged to utilize Ponce de Leon Boulevard to access the campus to reduce the number of delivery vehicles that approach the campus through the residential neighborhoods. Service vehicles circulate north of the lake by utilizing the controlled access service road behind Physics that was completed as part of the Internal Road project. In addition, the University has reduced the number of service vehicles that are in use on campus and has added numerous electric vehicles to its fleet.



Controlled Access Service Road behind Physics

D. Hurry 'Canes Shuttle Program

The University's Hurry 'Canes Shuttle is a free service that provides easy and direct connectivity throughout the campus as shown in *Exhibit D: Campus Shuttle Map. Mobility Plan Matrix, Appendix 1*, provides supporting information on the Hurry 'Canes Shuttle program.

D.1. On-Campus Shuttle

The two main routes of the Hurry 'Canes Shuttle on the Coral Gables campus connect major parking areas, academic core buildings, University Village, and the public transit system at the University Metrorail Station.



Hurry 'Canes Shuttle

The Miller/Brescia route serves the western side of the campus and the Stanford/Ponce route serves the eastern side. The

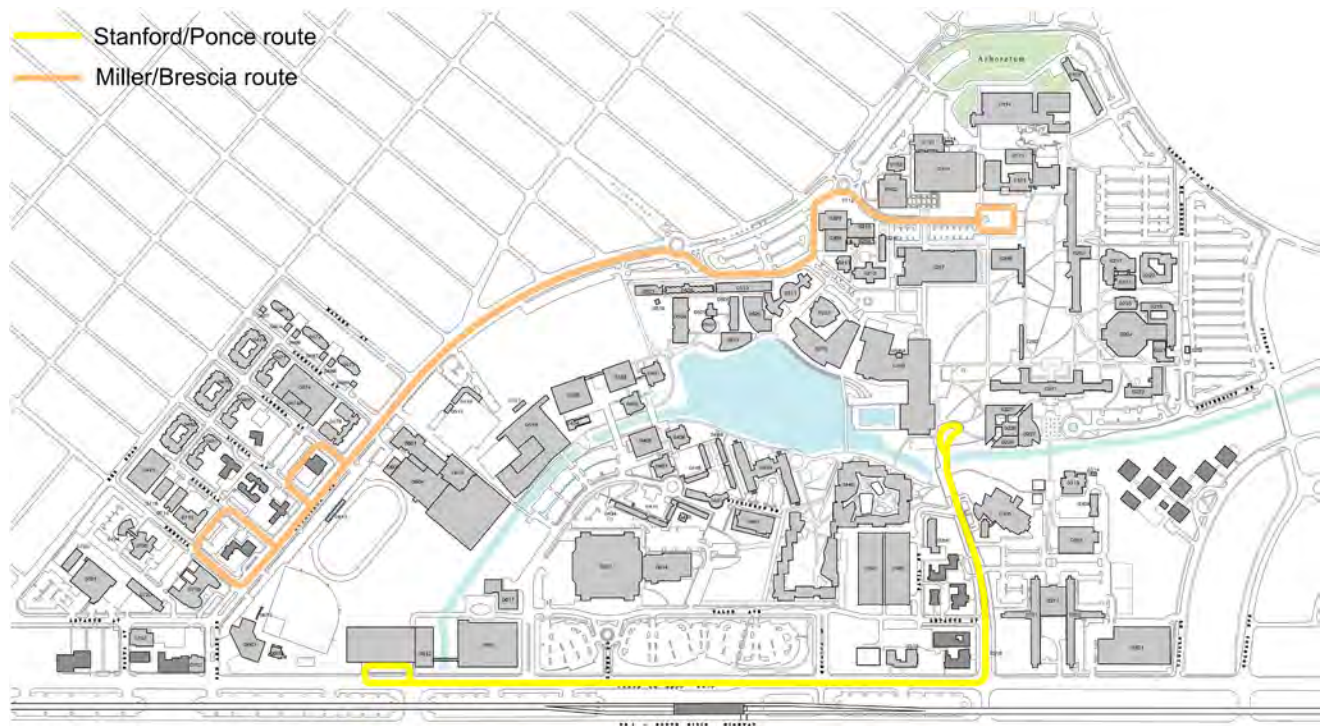


EXHIBIT D | Campus Shuttle Map

Miller/Brescia shuttle provides connectivity between Miller Drive and University Village via San Amaro Drive and is the route most utilized by Red Road Commons residents to come to campus. The Stanford/Ponce shuttle provides connectivity between Stanford Circle and the Ponce Garage. Shuttle stops are conveniently located throughout campus.

The annual ridership for academic year 2017-2018 was estimated at approximately **705,405** passengers. Shuttle ridership increased from the previous academic year by nearly 50,000 riders.

The shuttles operate on weekdays from 7 a.m. to 10 p.m. during the Spring and Fall semesters, with approximate headways of seven (7) to nine (9) minutes during class days, and fifteen (15) to twenty (20) minutes at other times. During the Summer semester, the shuttles operate between 7 a.m. and 7 p.m.

Saferide, an after-hours University shuttle service, runs from 10 p.m. to 3 a.m. This on-demand University transportation service allows students to forego utilizing a car even if they know they will be on campus late in the evening. This service is available to all University students including those at University Village and Red Road Commons.

D.2. RSMAS, Recreational/Shopping, and Football Game Shuttles

The RSMAS, recreational/shopping, and football game shuttles serve approximately **20,600** riders and provide a safe and efficient transportation to these destinations. The routes operate during the Fall and Spring semesters.

The recreational/shopping shuttle serves approximately **1,600** students. The Sunset Shuttle operates on Fridays from 7 p.m. to midnight, on Saturdays from 2 p.m. to midnight, and on Sundays from noon to 6 p.m. The shuttle operates from Hecht Athletic / UV, Merrick Street, and Stanford Circle and transports students to the many retail locations at South Miami's Shops at Sunset Place and Dadeland Mall. In previous years, a shuttle was provided to other recreational areas but ridership on these shuttles has dropped dramatically from a high of 41,700 passengers in 2012. This drop may reflect students' preferences for services such as Uber and Lyft. Shuttles from the campus to all home football games transported **9,200** riders to Hard Rock Stadium.

The RSMAS Shuttle transports over **9,800** students, faculty, and staff annually from the Coral Gables campus to RSMAS on Virginia Key with stops at the Vizcaya Metrorail station to encourage the use of public transit. This route operates on weekdays from 7:30 a.m. to 6:30 p.m.



Hurry 'Canes Shuttles

E. Public Transit Program

The campus is included in the City's "Gables Redevelopment Infill District" (GRID) due to the availability and proximity to mass transit. The University is well served by Miami-Dade Transit (MDT) which provides an accessible elevated rapid transit system (Metrorail) at the University Station and bus service (Metrobus) in close proximity to the campus (see *Exhibit E: Transit Availability Map*). In addition, University shuttles provide linkages between campuses and Metrorail stations.

MDT is the 15th largest public transit system in the country and the largest transit agency in the State of Florida. This integrated transportation system consists primarily of the Metrobus fleet, connecting most areas of Miami-Dade County, Metrorail, and Metromover which serves the downtown central business district of Miami. MDT connects to the regional Tri-Rail commuter service, which provides heavy rail commuter services within Miami-Dade, Broward, and Palm Beach Counties. *Mobility Plan Matrix, Appendix 1*, provides information on ridership under the Public Transit Program section.

A pedestrian overpass over US-1 provides pedestrians a safe overhead path across US-1 and helps connect Gables One Tower, the commercial, office, and residential uses on the south side of US-1 with the Metrorail Station and the campus on the north side of US-1. Pedestrian observations by the City indicate that crossings at grade have been nearly

eliminated and that over 1,000 people are using the overpass on weekdays. See *Pedestrian Overpass Counts, Appendix 3* for counts.

To encourage mass transit ridership, the University Public Transit Program provides subsidized and discounted Tri-Rail and Miami-Dade Metropasses for faculty and staff, and facilitates the purchase of passes by students. Program participants are restricted from purchasing University parking permits. Every month, approximately 2,800 employees of the Coral Gables campus, Miller School of Medicine, and RSMAS campus take advantage of this program. Of those, approximately 380 participants work in Coral Gables.



US1 Pedestrian Bridge at University Station

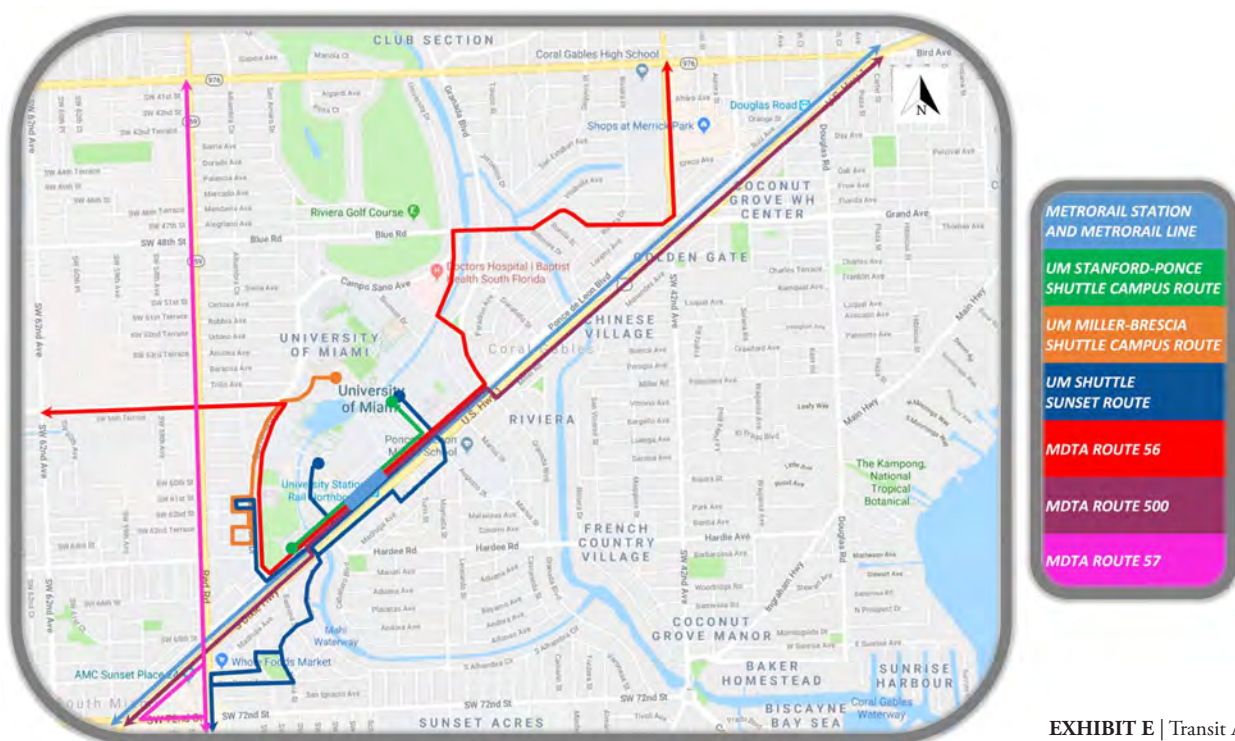


EXHIBIT E | Transit Availability Map

Transit ridership on both buses and Metrorail is slightly lower than last year as documented in the *Mobility Plan Matrix, Appendix 1*. In September, 2017, the University was closed for 14 days due to the effects of Hurricane Irma and this may have contributed to this reduction.

E.1. Metrobus

The Coral Gables campus is served by two regular Metrobus routes (Routes 56, and 57) and the Midnight Owl Service (Route 500). MDT bus routes serve the area along the peripheral roads and, in several instances, share bus stops with University Hurry 'Canes shuttle buses. On an average day, approximately 280 people board or disembark from buses in the 29 bus stops most adjacent to campus. Annualized, approximately 72,500 people embark or disembark from bus stops adjacent to the campus.

E.2. Metrorail

Metrorail is a 25-mile dual track, elevated rapid transit system with 23 accessible stations which runs from Kendall in southern Miami-Dade County through South Miami, Coral Gables, and downtown Miami; to the Civic Center/Health District; and to Brownsville, Liberty City, Hialeah, and Medley in northwest Miami-Dade, with connections to Broward and Palm Beach counties at the Tri-Rail/Metrorail transfer station. A second line, Miami-Dade Transit's Airport-Link Metrorail Extension, provides a key linkage to Miami International Airport (MIA) to University students, staff and faculty travelling to and from MIA and to communities to the north via the Tri-Rail.

Metrorail runs along the southeast edge of campus between Ponce de Leon Boulevard and US-1, with University Station located just south of Merrick Drive. University Station is accessible from the campus via a signalized midblock pedestrian crossing on Ponce de Leon Boulevard.

The station ranks 10 out of 23 for most heavily utilized stations in the system, with approximately **355,000** boardings between August 2017 and March 2018. The station has connecting service provided by MDT Routes 56, and 500 and University's Hurry 'Canes Shuttle buses.



Tri-Rail Commuter Train



Metrorail



Metrobus at University Station

F. Trip-Sharing Programs

The University provides access to a car share program, encourages van/carpools, and app-based transportation networks such as Uber and Lyft. *Mobility Plan Matrix, Appendix 1*, provides supporting information on trip-sharing programs. The University website, www.get2um.com collects in one

place all the ride-share and mobility options for University faculty, staff, and students.

F1. Zipcar

Zipcar is an innovative and affordable car-sharing program. Car-sharing industry standards report that car sharing takes about 20 personally-owned vehicles off the road, reduces parking demand, saves money, and is good for the environment. It has been reported that car-sharing members:

- Drive 40 percent fewer miles;
- Use public transportation about 46 percent of the time;
- Increase bicycle trips by 10 percent; and
- Increase walking trips by 26 percent.

At present, the Zipcar program includes 14 vehicles on campus stationed at Hecht/Stanford, Mahoney/Pearson and University Village.

Zipcar members, 18 and older, may rent a vehicle for an hour, a day, or longer for a small fee. Zipcars are available 24 hours a day, seven days a week, and can be reserved online. This program is particularly convenient to resident populations that do not have a car on campus and also for faculty and staff that use public transportation or ride-sharing programs.

There are over 1,200 University and community members of the Zipcar program, a nearly 26% increase since 2010 (see *Mobility Plan Matrix, Appendix 1*). Based on current usage statistics, each Zipcar is in use approximately 35% of the time.

F2. Campus Pick-Up and Drop-Off Areas

Uber, Lyft, and taxis are an effective means of transportation for students, particularly in the evening hours. UM has 7 suggested pick-up and drop-off locations away from the neighborhood residential areas:

- Miller Drive, near Richter Library and Shalala Student Center;
- University Drive, near School of Business Administration;
- Stanford Circle;
- Lowe Art Museum;
- Herbert Wellness Center;
- Watsco Center; and
- Newman Alumni Center located at San Amaro Drive and Levante Avenue.



Zipcar



App-Based On-Demand Transportation

Parking service officers inform Lyft/Uber drivers of the designated UM drop-off and pick-up locations.

F.3. Carpool

In partnership with South Florida Commuter Services the University promotes RideFlag, a carpool on-demand app that matches participants with real-time carpool rides. Students, faculty, and staff who register and utilize RideFlag are provided with premium parking as an incentive.

G. Bicycle and Pedestrian Programs

The Coral Gables campus is an attractive environment conducive to biking and walking. The University is a medium-sized, semi-urban campus, surrounded on three sides by single-family residential neighborhoods and on one side by the heavily travelled US-1 / Ponce de Leon Boulevard commercial corridor. *Mobility Plan Matrix, Appendix 1*, provides supporting information on bicycle and pedestrian programs. The Internal Road Phase II project improved the public right of way on the western side of Pisano Avenue between Campo Sano Avenue and University Drive and added new multi-use paths into the University at Wilder and Brunson Drives.

G.1. U Bike

The University of Miami bike program, U Bike, encourages the use of bicycles and works to make biking accessible, enjoyable and safe on campus. The program is managed by the Parking and Transportation Department (PTD), with input and coordination from other campus departments.

The bike program includes the following components:

- Bike sales on campus by outside vendors;
- Traffic safety classes for bicyclists;
- Bike registration by the University Police Department. In the 2017- 2018 academic year over 900 bikes were registered;
- Adequate bike parking throughout campus and monitoring of bike usage patterns and needs. There are 351 bike racks throughout campus, with a current capacity for 1,812 bikes. These efforts ensure that bike riders will find convenient and secure places to park their bicycles overnight and around campus;
- Air stations for tires provided at three locations on campus;
- Fix-it repair stations at two locations on campus;
- Free shower access for students, faculty, and staff commuting to the University by bicycle;
- Support and funding to the U Bike student group;
- Yearly bike sweeps by the University of Miami Police and Facilities Department to ensure that abandoned bikes are



Pisano Avenue



Brunson Drive



U Bike Program

- removed from campus and donated to local charities;
- Distribution of information on local and regional bike events hosted by outside groups; and
- Easy access to the M-Path located along the southeast side of the campus providing connectivity to campus for bicyclists. The M-Path is a paved path that runs the length of the Metrorail guideway and is part of Miami Dade County's Bicycle Plan. This path provides access north to the Vizcaya Metrorail station and south to the Metro Busway. A proposed enhancement of the M-Path (The Underline) would provide a more active and engaging linear park experience for pedestrians and bicyclists.

G.2. Pedestrian and Bike Pathways

The University has developed an extensive system of paths that are used by bicycles and pedestrians and has improved and widened sidewalks to minimize areas of pedestrian and bicycle conflict. Recently, two new pedestrian bridges over University waterways have provided the campus community with more direct paths within campus. The Fate Bridge connects the campus core from the Student Center Complex to the housing and parking garages south of the lake. The Athletic/Wellness pedestrian bridge connects University Village and the Hecht Athletic Complex with the Watsco Center and other areas south of the lake. In addition, new campus projects consider circulation and connectivity when designing pedestrian walkways.

The University is committed to incorporating new and evolving strategies and technologies for greater mobility as part of campus sustainability efforts.



M-Path



Fate Pedestrian Bridge



Athletic/Wellness pedestrian bridge

APPENDIX

Appendix 1: Mobility Matrix Academic Years 2010-2018								
Program	Academic Year 2010-11	Academic Year 2011-12	Academic Year 2012-13	Academic Year 2013-14	Academic Year 2014-15	Academic Year 2015-16	Academic Year 2016-17	Academic Year 2017-18
A. Residential Campus Strategy¹								
A.1. Number of on-campus beds	4,468	4,431	4,344	4,344	4,344	4,344	4,293	4,300
Campus Population (Headcount)								
A.2. Total Number of enrolled students	14,091	14,451	14,442	15,009	14,978	14,666	14,459	14,572
Total Number of Resident students	4,284	4,373	4,216	4,243	4,153	4,013	4,048	4,193
Total Number of Commuters students	9,807	10,078	10,226	10,766	10,825	10,653	10,411	10,379
A.3. Total Number of Faculty and Staff	3,197	3,186	3,152	3,214	3,338	3,326	3,344	3,447
B. Academic Parking Management Program and Policies²								
Academic Parking Supply								
B.1. Total on-campus parking (surface and garage)	9,351	9,289	9,273	9,274	8,878	8,824	8,620	8,297
Parking Supply North of the Lake								
B.2. Total on-campus parking north of the lake (surface and garage)	2,892	2,543	2,469	2,473	2,470	2,471	2,469	2,473
Surface Parking	2,892	2,543	2,469	2,473	2,470	2,471	2,469	2,473
Red Zone	-	-	1,784	1,784	1,774	1,775	1,782	1,734
Purple Zone	-	-	685	689	696	696	687	739
Garage Parking	-	-	-	-	-	-	-	-
Parking Supply South of the Lake								
B.3. Total on-campus parking south of the lake (surface and garage)	6,459	6,746	6,804	6,801	6,408	6,353	6,151	5,824
Surface Parking	3,503	3,501	3,564	3,561	3,168	3,113	3,120	2,697
Garage Parking	2,956	3,245	3,240	3,240	3,240	3,240	3,031	3,127
Yellow Zone	-	-	1,497	1,495	1,245	1,190	1,281	1,261
Pink Zone	-	-	1,136	1,136	1,128	1,128	980	919
White Zone	-	-	408	590	594	594	329	326
Grey Zone	-	-	867	866	794	794	807	759
Green Zone	-	-	1,338	1,338	1,279	1,279	-	-
Brown Zone	-	-	-	-	-	-	863	859
Burgundy Zone	-	-	-	-	-	-	235	235
Blue Zone	-	-	722	540	532	532	774	590
University Village	-	-	836	836	836	836	836	839
Ponce Garage (UMPD/Psychology)	-	-	-	-	-	-	46	46
Supporting Information:								
B.4. Change of Total on-campus parking	-	-62	-16	1	-396	-54	-204	323
Change of North Campus Area parking supply	-	-341	-41	4	-3	1	-2	-4
Change of South Campus Area parking supply	-	307	25	-3	-393	-55	-202	327
Permits issued								
B.5. Total on campus permits issued	12,339	12,592	12,048	12,937	12,496	11,968	11,682	9,122
UPDATE - to correct permit counts						9,818	9,624	
Permits Issued North of the Lake								
B.6. Permits issued north of the lake	N/A	3,698	3,297	3,464	3,533	3,536	3,606	2,340
UPDATE - to correct permit counts						2,566	2,523	
Red Zone	N/A	2,710	2,730	2,950	3,002	2,995	3,010	1,894
UPDATE - to correct permit counts						2,165	2,109	
Purple Zone	N/A	988	567	514	531	541	596	417
UPDATE - to correct permit counts						401	414	
Lot A								29
Permits Issued South of the Lake								
B.7. Permits issued south of the lake	N/A	8,894	8,751	9,473	8,963	8,432	8,340	6,782
Residential	1,320	1,377	1,400	1,483	1,333	1,194	1,137	697
UPDATE - to correct permit counts						797	764	
Blue Zone	N/A	1,377	700	733	663	577	542	297
UPDATE - to correct permit counts						404	388	
Yellow Zone						-	-	60
University Village	N/A	N/A	700	750	670	617	595	340
UPDATE - to correct permit counts						393	376	
Commuter/all others	N/A	7,517	7,351	7,990	7,630	7,238	10,736	5,265
UPDATE - to correct permit counts						5,412	5,354	
Yellow Zone	N/A	5,039	2,320	2,537	2,203	1,818	2,002	1,189
UPDATE - to correct permit counts						1,298	1,419	
Pink Zone	N/A	N/A	1,745	1,815	1,528	1,296	1,452	958
UPDATE - to correct permit counts						913	983	
White Zone	N/A	N/A	653	427	554	749	243	250
UPDATE - to correct permit counts						474	222	
Grey Zone	N/A	788	576	774	863	747	993	621
UPDATE - to correct permit counts						619	754	
Green Zone	N/A	1,690	2,057	2,437	2,482	2,628	579	-
UPDATE - to correct permit counts						1,602		
Burgundy Zone	-	-	-	-	-	-	244	164
UPDATE - to correct permit counts							155	
Brown Zone	-	-	-	-	-	-	1,690	1,086
UPDATE - to correct permit counts							914	
Miscellaneous permits - Retiree, Vendor, Wellness, OLLI, etc.						1043	983	820
C. Non-Academic Parking Management Program and Policies²								
Non-Academic Parking Supply								
C.1. Total parking	-	-	-	-	-	-	1,067	1,070
Lennar Foundation Medical Center - Ponce Garage	-	-	-	-	-	-	1,056	1,059
Lennar Foundation Medical Center - Yellow Zone	-	-	-	-	-	-	11	11
D. Public Transit Program³								
Total University of Miami System**								
D.1. Average Number of Monthly Metropasses/Tri-Rail Passes distributed	2,952	2,849	2,743	2,770	2,666	2,840	2,845	2,776
University of Miami Coral Gables Only								
D.2. Average Number of Monthly Metropasses/Tri-Rail Passes distributed	460	388	428	400	369	371	360	381
University Metrorail Station (source: Miami-Dade County Transit)								
D.3. University Metrorail Station Ridership*	456,937	486,896	536,518	562,212	438,711	355,431	323,773	355,308
UPDATE to include August through May		477,005		556,364	539,754	512,398	473,905	
Metrobus Ridership Routes and Stops (source: Metro-Dade Transit)								
D.4. Route 48/56/57/500, UM stops (yearly total based on weekday average)**	53,820	81,380	67,600	60,060	65,000	58,500	44,720	72,540
UPDATE to reflect boardings and deboardings at each stop				121,940	134,680	114,400	98,024	
E. Trip-Sharing Program⁴								
Zip Car Program								
E.1. Number of Zipcars on Coral Gables campus	13	13	15	15	15	16	19	14
E.2. Number of UM and Coral Gables participants	969	1,218	1,402	1,582	1,558	1,540	1,296	1,219
Car/Van Pool								
E.3. Total number of program registrants	-	-	-	279	3	3	0	187
Taxi/Ride Share Stand Areas								
E.4. Number of pickup / drop off locations (formerly taxi/ride share stand areas)	2	2	2	2	2	2	2	7
F. Hurry'Canes Shuttle Program⁵								
On-Campus Shuttle**								
F.1. Total ridership during academic year*	560,100	803,100	620,600	634,736	698,042	721,532	654,566	705,405
Recreational and Shopping Shuttles**								
F.2. Total ridership during academic year*	37,600	41,700	32,300	35,675	14,306	8,146	4,694	1,657
Off-Campus Shuttles (RSMAS)**								
F.3. Total ridership during academic year*	12,400	11,000	11,000	12,161	12,900	13,856	13,357	9,827
G. Bicycle Program⁶								
G.1. Total annual UM Bicycle registration	1,070	1,037	1,155	1,213	1,137	1,164	913	515
G.2. Total on-campus bike racks	234	234	294	294	293	335	349	351
G.3. Total bike capacity	1,658	1,658	1,707	1,703	1,686	1,752	1,808	1,812

1. See Volume II, Section A for supporting documentation
2. See Volume II, Section B for supporting documentation
3. See Volume II, Section D for supporting documentation

4. See Volume II, Section E for supporting documentation
5. See Volume II, Section F for supporting documentation
6. See Volume II, Section G for supporting documentation

* Includes available data up to March 2018
**Includes available data up to April 2018

Appendix 2

Historic Traffic Counts 1990-2018

VOLUMES AT THE FIVE MAIN DRIVEWAYS ON SAN AMARO DRIVE AND CAMPO SANO AVENUE

Three-Hour, Two-Way AM Peak Period Volumes (7 AM to 10 AM)

UM Entrance	1990 (1)	2000 (2)	2011 (3)	2012 (4)	2013 (5)	2014 (6)	2015 (9)	2016 (10)	2017 (12)	2018 (13)	Percent Change 1990 - 2018	Percent Change 2011 - 2018
San Amaro Drive/Miller Road (7)	N/A	N/A	N/A	N/A	238	(8)	264	374	402	467		
San Amaro Drive/Miller Drive (7)	810	821	645	466	N/A	N/A	N/A	N/A	N/A	N/A		
San Amaro Drive/Memorial Drive	566	608	661	582	849	782	556	528	541	528		
San Amaro Drive/Robbia Avenue	236	222	226	223	177	162	183	165	191	186		
Campo Sano Avenue/Wilder Drive	76	136	201	146	205	251	225 (11)	248	302	326		
Campo Sano Avenue/Brunson Drive	1,041	1,522	643	568	521	473	367	427	429	405		
AM THREE HOUR TOTALS	2,729	3,309	2,376	1,985	1,990	1,668	1,595	1,742	1,865	1,912	-29.9%	-19.5%

Three-Hour, Two-Way PM Peak Period Volumes (3 PM to 6 PM)

UM Entrance	1990 (1)	2000 (2)	2011 (3)	2012 (4)	2013 (5)	2014 (6)	2015 (9)	2016 (10)	2017 (12)	2018 (13)	Percent Change 1990 - 2018	Percent Change 2011 - 2018
San Amaro Drive/Miller Road (7)	N/A	N/A	N/A	N/A	371	(8)	383	445	648	556		
San Amaro Drive/Miller Drive (7)	1,093	876	975	816	N/A	N/A	N/A	N/A	N/A	N/A		
San Amaro Drive/Memorial Drive	830	848	877	640	820	1,024	720	624	686	589		
San Amaro Drive/Robbia Avenue	274	174	191	184	171	195	236 (11)	190	181	195		
Campo Sano Avenue/Wilder Drive	162	197	247	222	286	329	383	415	428	504		
Campo Sano Avenue/Brunson Drive	927	767	828	745	692	621	576	615	640	628		
PM THREE HOUR TOTALS	3,286	2,862	3,118	2,607	2,340	2,169	2,298	2,289	2,583	2,472	-24.8%	-20.7%

Total Six-Hour, Two-Way Peak Period Volumes

SIX-HOUR TOTAL VOLUMES	YEAR										Percent Change	
	1990	2000	2011	2012	2013	2014	2015	2016	2017	2018	1990-2018	2011-2018
	6,015	6,171	5,494	4,592	4,330	3,837	3,893	4,031	4,448	4,384	-27.1%	-20.2%

NOTES:

- (1) Traffic counts conducted April 18-19, 1990, University of Miami Coral Gables Campus Parking and Traffic Study, Ralph Burke Associates and Joseph L. Rice.
- (2) Traffic counts conducted in April 2000, University of Miami, Coral Gables Campus, Year 2000 Update & Concurrency Analysis, Keith and Schnars and Jack A. Ahlstedt, P.E., June 2000.
- (3) Traffic counts conducted April 12-13, 2011, Traffic Survey Specialists, Inc.
- (4) Traffic counts conducted March 29 - April 12, 2012, Traffic Survey Specialists, Inc.
- (5) Traffic counts conducted April 2, 2013, Traffic Survey Specialists, Inc.
- (6) Traffic counts conducted April 2, 2014, Traffic Survey Specialists, Inc.
- (7) San Amaro Drive/Miller Road operated as signalized intersection until late 2012 with no access to the Campus. Intersection converted to roundabout mid-October 2012 with a new Miller Road access to the UM Campus via the roundabout. The Miller Drive access to the UM Campus was permanently closed.
- (8) UM access at Miller Road Roundabout closed due to campus construction (School of Music). Traffic diverted to Memorial Drive access.
- (9) Traffic counts conducted April 1, 2015, Traffic Survey Specialists, Inc.
- (10) Traffic counts conducted March 30, 2016, Traffic Survey Specialists, Inc.
- (11) Volumes revised as result of review of 2015 data.
- (12) 2017 Traffic counts conducted March 2, 2017, Traffic Survey Specialists, Inc.
- (13) 2018 Traffic counts conducted April 10, 2018, Traffic Survey Specialists, Inc.

Appendix 2
Historic Traffic Counts 1990-2018

VOLUMES AT THE FIVE MAIN DRIVEWAYS ON SAN AMARO DRIVE AND CAMPO SANO AVENUE

Periods	1990	2000	2007	2011	2012	2013	2014	2015	2016	2017	2018	Percent Change 1990-2018	Percent Change 2012-2018	Percent Change 2017-2018
Three-Hour, Two-Way AM Peak Period Volumes (7 AM to 10 AM)	2,729	3,309	2,392	2,376	1,985	1,990	1,668	1,595	1,742	1,865	1,912	-29.9%	-3.7%	2.5%
Three-Hour, Two-Way PM Peak Period Volumes (3 PM to 6 PM)	3,286	2,862	2,874	3,118	2,607	2,340	2,169	2,298	2,289	2,583	2,472	-24.8%	-5.2%	-4.3%
Total Six-Hour, Two-Way Peak Period Volumes	6,015	6,171	5,266	5,494	4,592	4,330	3,837	3,893	4,031	4,448	4,384	-27.1%	-4.5%	-1.4%

CAMPUS-WIDE ACCESS TRAFFIC

Periods	1990	2000	2007	2011	2012	2013	2014	2015	2016	2017	2018	Percent Change 2007 - 2018	Percent Change 2012-2018	Percent Change 2017-2018
Three-Hour, Two-Way AM Peak Period Volumes (7 AM to 10 AM)	6,279	7,546	6,539	n/a	6,652	n/a	5,933	5,826	6,278	6,118	5,848	-10.6%	-12.1%	-4.4%
Three-Hour, Two-Way PM Peak Period Volumes (3 PM to 6 PM)	7,757	9,235	8,007	n/a	9,314	n/a	8,020	8,371	8,438	8,510	7,831	-2.2%	-15.9%	-8.0%
Total Six-Hour, Two-Way Peak Period Volumes	14,036	16,781	14,546	n/a	15,966	n/a	13,953	14,197	14,716	14,628	13,679	-6.0%	-14.3%	-6.5%

Note: 1990 did not have traffic counts for Ponce/Dickinson and Campo Sano/Wilder. Not a complete data set for Campus-Wide.

US-1 at Mariposa Court Pedestrian Overpass

Tuesday Feb 13, 2018

7:00-10:00am	OVERPASS			
	E-W	W-E	Total	Peak Hour
7:00-7:15am	3	45	48	
7:16-7:30am	2	37	39	
7:31-7:45am	6	27	33	
7:46-8:00am	7	74	81	238
8:01-8:15am	6	35	41	
8:16-8:30am	8	48	56	
8:31-8:45am	11	49	60	
8:46-9:00am	9	40	49	
9:01-9:15am	6	25	31	
9:16-9:30am	5	10	15	
9:31-9:45am	6	14	20	
9:46-10:00am	8	6	14	
Totals	77	410	487	

11:30am-1:30pm	OVERPASS			
	E-W	W-E	Total	Peak Hour
11:30-11:45am	9	10	19	
11:46-12:00pm	10	11	21	80
12:01-12:15pm	11	8	19	
12:16-12:30pm	5	9	14	
12:31-12:45pm	12	14	26	
12:46-1:00pm	12	4	16	
1:01-1:15pm	13	8	21	
1:16-1:30pm	6	8	14	
Totals	78	72	150	

4:00-6:00pm	OVERPASS			
	E-W	W-E	Total	Peak Hour
4:00-4:15pm	99	12	111	261
4:16-4:30pm	35	14	49	
4:31-4:45pm	50	12	62	
4:46-5:00pm	28	11	39	
5:01-5:15pm	67	15	82	
5:16-5:30pm	38	11	49	
5:31-5:45pm	48	2	50	
5:46-6:00pm	14	7	21	
Totals	379	84	463	

Appendix 22

**SURVEYOR'S REPORT
SPECIFIC PURPOSE SURVEY
ALONG SELECTED RIGHTS OF WAY
AT THE UNIVERSITY OF MIAMI MAIN CAMPUS
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

ARTICLE I

DEFINITIONS, GENERALLY:

1. CLIENT: SHALL MEAN THE UNIVERSITY OF MIAMI.
2. ENCROACHMENT, DEFINED: FOR THE PURPOSE OF THIS SURVEY, THE TERM "ENCROACHMENT" SHALL MEAN ANY FIXED, SURFACE IMPROVEMENT THAT MAY HAVE BEEN BUILT FOR, OR TO THE BENEFIT OF THE UNIVERSITY OF MIAMI THAT OCCUPIES THE LANDS OR RIGHTS OF WAY OF THE CITY OF CORAL GABLES. SAID DEFINITION SHALL NOT APPLY TO TREES, LANDSCAPING, SUBSURFACE UTILITIES OR FOUNDATIONS. (SEE ARTICLE VII)
3. CITY: SHALL MEAN THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA.
4. COUNTY: SHALL MEAN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE NAME OF WHICH WAS CHANGED FROM "DADE COUNTY" BY ITS ELECTORS ON NOVEMBER 13, 1997 AND CODIFIED BY ITS BOARD OF COUNTY COMMISSIONERS PURSUANT TO ORDINANCE NO. 97-212. HENCE, ALL REFERENCES TO DOCUMENTS FILED FOR RECORD PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND DOCUMENTS FILED FOR RECORD SUBSEQUENT TO THAT DATE (OR MENTION BY COMMON REPORT, AS THE CASE MAY BE) SHALL MAKE REFERENCE TO THE PRESENT COUNTY NAME.
5. PROJECT AREA: SHALL MEAN ALL THAT AREA INDICATED IN THE PROJECT AREA DESCRIPTION (ARTICLE III) OF THIS REPORT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
6. SURVEY MAP: SHALL MEAN THE GRAPHIC DEPICTION OF THE SPECIFIC PURPOSE SURVEY IN THE FORM OF THE "SPECIFIC PURPOSE SURVEY" MAP MADE A PART HEREOF AND INCORPORATED HEREIN BY REFERENCE.
7. PROJECT AREA: SHALL MEAN ALL THAT AREA INDICATED IN THE PROJECT AREA DESCRIPTION (ARTICLE III) OF THIS REPORT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
8. SURVEYOR: SHALL MEAN THE FIRM OF ATKINS NORTH AMERICA, INC. DULY AUTHORIZED TO PRACTICE SURVEYING AND MAPPING BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES UNDER CERTIFICATE OF AUTHORIZATION NO. LB24.

ARTICLE II

MAP/REPORT OF SPECIFIC PURPOSE SURVEY:

SEE SURVEY MAP/REPORT AS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE. THE DATE OF COMPLETION OF ORIGINAL FIELD SURVEY (THE "SURVEY DATE") IN CONNECTION WITH SAME WAS ON APRIL 8, 2011.

ARTICLE III

PROJECT AREA DESCRIPTION:

ALL THOSE AREAS SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, BEING GENERALLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE "MCKNIGHT BUILDING" LOCATED AT 5809 PONCE DE LEON BOULEVARD, CORAL GABLES, FLORIDA, AS IT RELATES TO THE RIGHTS OF WAY OF PONCE DE LEON BOULEVARD AND SAN AMARO DRIVE AS INDICATED ON SHEET 10 AND 11 OF 11 OF THIS SPECIFIC PURPOSE SURVEY MAP AND REPORT.

AND:

ALL OF THE HARDSCAPE AND UTILITY INFRASTRUCTURE LOCATED ALONG THE EASTERLY RIGHT OF WAY LINE OF SAN AMARO DRIVE, BEGINNING SOUTHWESTERLY OF THE EASTERLY PROLONGATION OF THE CENTERLINE OF MILLER ROAD AND CONTINUING NORTHERLY TO THE EASTERLY PROLONGATION OF THE CENTERLINE OF AVE. PERUGIA (AVE. ROBBIA) AS INDICATED ON SHEETS 4 THROUGH 9 OF 11 OF THIS SPECIFIC PURPOSE SURVEY MAP AND REPORT.

ARTICLE IV

ACCURACY:

THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE IS "COMMERCIAL/HIGH RISK." ALTHOUGH A BOUNDARY SURVEY WAS NOT PERFORMED, THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020690 UM ENCROACHMENTS\100020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/13/2011 12:25 PM

NOT A BOUNDARY SURVEY

ATKINS ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275	RIGHT OF WAY ENCROACHMENTS SPECIFIC PURPOSE SURVEY	ORIGINAL: 04/08/2011	JOB NO. 100020690
			REVISIONS:	DRAWN Z.C.P.
			1.	CHECKED D.W.D.
			2.	QC D.W.D.
			3.	
			4.	
			SHEET: 1 OF 11	

**ARTICLE V
SOURCES OF DATA:**

1. ALL LOCATIONS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT. REFERENCE BEARINGS ARE INDICATED AS (NAD83/90).
2. THE LOCATION OF THE HARDSCAPE FEATURES AS DEPICTED ON THE SURVEY MAPS WERE ACQUIRED FROM PREVIOUS SURVEYS PERFORMED BY ATKINS NORTH AMERICA, INC. THROUGH ITS PREDECESSOR FIRM, PBS&J. SAID FEATURES WERE EXAMINED AND VERIFIED IN THE FIELD BY ATKINS NORTH AMERICA, INC. AS PART OF THIS SURVEY.
3. THE BOUNDARIES OF THE EASEMENTS, RIGHTS OF WAY, BLOCKS AND TRACTS AS INDICATED ON THE SURVEY MAP WERE ACQUIRED FROM THE UNDERLYING PLATS OF RECORD AND OTHER RECORDED DATA AS MORE FULLY SHOWN ON THE SURVEY MAP.
4. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS, BEARINGS AND GEOMETRIC DATA AS INDICATED ON THE SURVEY MAPS WERE ACQUIRED FROM THE UNDERLYING PLATS AND INSTRUMENTS OF RECORD AS CITED THEREON.

**ARTICLE VI
LIMITATIONS:**

1. SINCE NO OTHER INFORMATION OTHER THAN WHAT IS CITED IN THE SOURCES OF DATA WERE FURNISHED, THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE PROJECT AREA THAT ARE NOT SHOWN ON THE SURVEY MAP OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, THE CITY OF CORAL GABLES, OR ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR. THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP OR POSSESSION OF THE PROJECT AREA BY ANY ENTITY OR INDIVIDUAL WHO MAY APPEAR OF PUBLIC RECORD.
2. NO EXCAVATION OR DETERMINATION WAS MADE AS TO HOW THE PROJECT AREA IS SERVED BY UTILITIES. SUBSURFACE UTILITIES, INCLUDING, BUT WITHOUT LIMITATION TO PIPES, WIRES, VAULTS, BOXES, DRAIN TILES, VOIDS, CABLES AND OTHER MATERIALS ANCILLARY TO THE DELIVERY AND/OR DISPOSAL OF WATER, WASTEWATER, SEWAGE, ELECTRICITY, GAS, TELEPHONE SERVICE, CABLE TELEVISION &C. AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE PROJECT AREA WERE NOT LOCATED AND ARE NOT SHOWN. IN ADDITION, THE FOUNDATIONS OF THE EXISTING SURFACE STRUCTURES AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE PROJECT AREA WERE NOT LOCATED. THIS NOTICE IS REQUIRED BY THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
3. SUBSURFACE SOIL CONDITIONS WERE NOT DETERMINED, AS THIS FALLS OUTSIDE THE PURVIEW OF THIS SURVEY. THESE CONDITIONS MAY INCLUDE THE DETERMINATION OF WETLANDS, FILLED-IN AREAS, GEOLOGICAL/ARCHEOLOGICAL CONDITIONS OR POSSIBLE CONTAMINATION BY HAZARDOUS LIQUID OR SOLID WASTE THAT MAY OCCUR WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE PROJECT AREA.
4. WELL-IDENTIFIED FEATURES AS DEPICTED ON THE SURVEY MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT.
5. NOTICE IS HEREBY GIVEN THAT SUNSHINE STATE ONE CALL OF FLORIDA, INC. MUST BE CONTACTED AT 1-800-432-4770 AT LEAST 2 BUSINESS DAYS IN ADVANCE OF ANY CONSTRUCTION, EXCAVATION OR DEMOLITION ACTIVITY WITHIN, UPON, ABUTTING OR ADJACENT TO THE PROJECT AREA. THIS NOTICE IS GIVEN IN COMPLIANCE WITH THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT," PURSUANT TO CHAPTER 556.101-111 OF THE FLORIDA STATUTES.
6. THE SURVEY MAP IS INTENDED TO BE DISPLAYED IN ENGLISH UNITS OF MEASUREMENT AS REPRESENTED BY THE GRAPHIC AND STATED SCALES INDICATED ON THE SURVEY MAP. ATTENTION IS DRAWN TO THE FACT THAT SAID SCALE MAY BE ALTERED BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
7. THIS PRODUCT DOES NOT REPRESENT A BOUNDARY SURVEY OF THE DESCRIBED PREMISES.

**ARTICLE VII
APPARENT PHYSICAL USE:**

1. THE PROJECT AREA CONSISTS OF IMPROVEMENTS AS MORE FULLY SHOWN ON THE SURVEY MAP.
2. THESE MEASUREMENTS AND EXAMINATIONS WERE PERFORMED UNDER MY DIRECT SUPERVISION AND IN MY PROFESSIONAL JUDGMENT, EVERY ATTEMPT WAS MADE TO LOCATE THE DATA IN QUESTION USING THE STANDARD OF CARE FOR SURVEYING AND MAPPING IN THESE MATTERS, SUBJECT TO THE LIMITATIONS AS SET FORTH IN THIS SURVEY MAP AND REPORT.

**ARTICLE VIII
EXPRESS PURPOSE/RECOMMENDATION:**

1. THIS "SPECIFIC PURPOSE SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WAS PREPARED FOR THE EXPRESS PURPOSE OF IDENTIFYING POSSIBLE ENCROACHMENTS ACROSS COMMON BOUNDARY LINES BETWEEN THE UNIVERSITY OF MIAMI OWNED LANDS AND THAT OF THE RIGHTS OF WAY OF THE CITY OF CORAL GABLES. THIS IS PART OF AN EFFORT BY THE CLIENT TO SECURE AN AGREEMENT WITH THE CITY FOR CONTINUED USE OF THESE FEATURES IN MANNER ACCEPTABLE TO BOTH PARTIES.
2. IT IS IMPORTANT TO NOTE THAT ONLY VISIBLE SURFACE INDICATIONS OF SAID ENCROACHMENTS ARE SHOWN ON THE SURVEY MAPS AND NO ATTEMPT WAS MADE TO ASCERTAIN THE OWNERSHIP OR USE OF THE DEPICTED FEATURES. FURTHER, AS STATED ELSEWHERE IN THIS REPORT, THE LOCATION OF SUBSURFACE FOUNDATIONS, UTILITIES OR OTHER NON-VISIBLE FEATURES WERE NOT ADDRESSED BY THIS SURVEY. IT IS RECOMMENDED THAT THIS BE TAKEN INTO CONSIDERATION PRIOR TO THE ENTRY OF ANY AGREEMENT BETWEEN THE CLIENT AND THE CITY.



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

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NOT A BOUNDARY SURVEY

ATKINS ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275	RIGHT OF WAY ENCROACHMENTS SPECIFIC PURPOSE SURVEY	ORIGINAL: 04/08/2011	JOB NO. 100020690
			REVISIONS:	DRAWN Z.C.P.
			1	CHECKED D.W.D.
			2	QC D.W.D.
			3	
4			SHEET: 2 OF 11	

**ARTICLE IX
EASEMENTS AND ENCUMBRANCES:**

NO INFORMATION WAS PROVIDED AS TO THE EXISTENCE OF ANY EASEMENTS OTHER THAN WHAT MAY APPEAR ON THE UNDERLYING PLATS OF RECORD OR OTHER DOCUMENTS CITED HEREIN. PLEASE REFER TO THE LIMITATIONS PORTION (ARTICLE VI) OF THIS REPORT WITH RESPECT TO POSSIBLE RESTRICTIONS OF RECORD AND UTILITY SERVICES.

**ARTICLE X
CLIENT INFORMATION:**

THIS "SPECIFIC PURPOSE SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WERE PREPARED AT THE INSISTENCE OF AND ARE CERTIFIED TO:

THE UNIVERSITY OF MIAMI
SUITE 205
1535 LEVANTE AVENUE
CORAL GABLES, FL 33146

**ARTICLE XI
SURVEYOR'S CERTIFICATE:**

THE STATE OF FLORIDA)
) S.S.
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY: THAT THIS "SPECIFIC PURPOSE SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "SPECIFIC PURPOSE SURVEY" MEETS THE INTENT OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

BY: _____
CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE OF FIELD SURVEY: APRIL 8, 2011
DATE OF CERTIFICATION: APRIL 12, 2011

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS DOCUMENT CONSISTS OF MULTIPLE EXHIBITS AND EACH PART THEREOF SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ACCOMPANIED BY THE OTHERS. THIS NOTICE IS REQUIRED BY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

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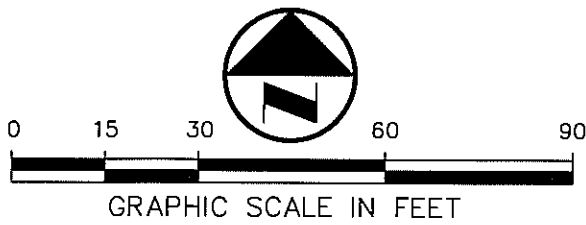


THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

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NOT A BOUNDARY SURVEY

ATKINS ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275	RIGHT OF WAY ENCROACHMENTS SPECIFIC PURPOSE SURVEY	ORIGINAL: 04/09/2011	JOB NO. 100020690
			REVISIONS:	DRAWN Z.C.P.
			1	CHECKED D.W.D.
			2	QC D.W.D.
			3	
			4	
			SHEET: 3 OF 11	



SEE MATCH LINE (SHEET 5-11)

BLOCK 82
"CORAL GABLES
RIVIERA SECTION PART 5"
(PLAT BOOK 20, PAGE 38)

MILLER ROAD

SOUTH LINE, SW 1/4,
SEC. 19- 54S- 41E

NORTH LINE, NW 1/4,
SEC. 30- 54S- 41E

SAN AMARO DRIVE
(HURRICANE DRIVE)

R=1154.03'
L=351.61'
 $\Delta=17^{\circ}27'24"$

FORMER EASTERLY RIGHT OF WAY LINE
(P.B. 20, PG. 19)

AGREEMENT FOR USE
OF PUBLIC RIGHTS
OF WAY
(O.R.B. 26577, PG. 2563)

R=1194.03'
L=68.46'
 $\Delta=03^{\circ}17'06"$

EASTERLY RIGHT OF WAY LINE
AND WESTERLY LINE OF TR.1
(P.B. 46, PG. 81)

TR.1
AMENDED PLAT PORTION
OF MAIN CAMPUS
UNIVERSITY OF MIAMI
(P.B. 46, PG. 81)



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET
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UNLESS ATTACHED TO THE OTHERS.

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

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NOT A BOUNDARY SURVEY

ATKINS

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

ORIGINAL: 04/08/2011
REVISIONS:

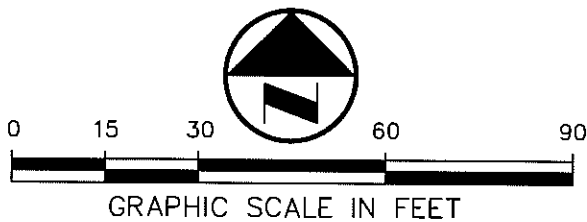
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JOB NO. 100020590

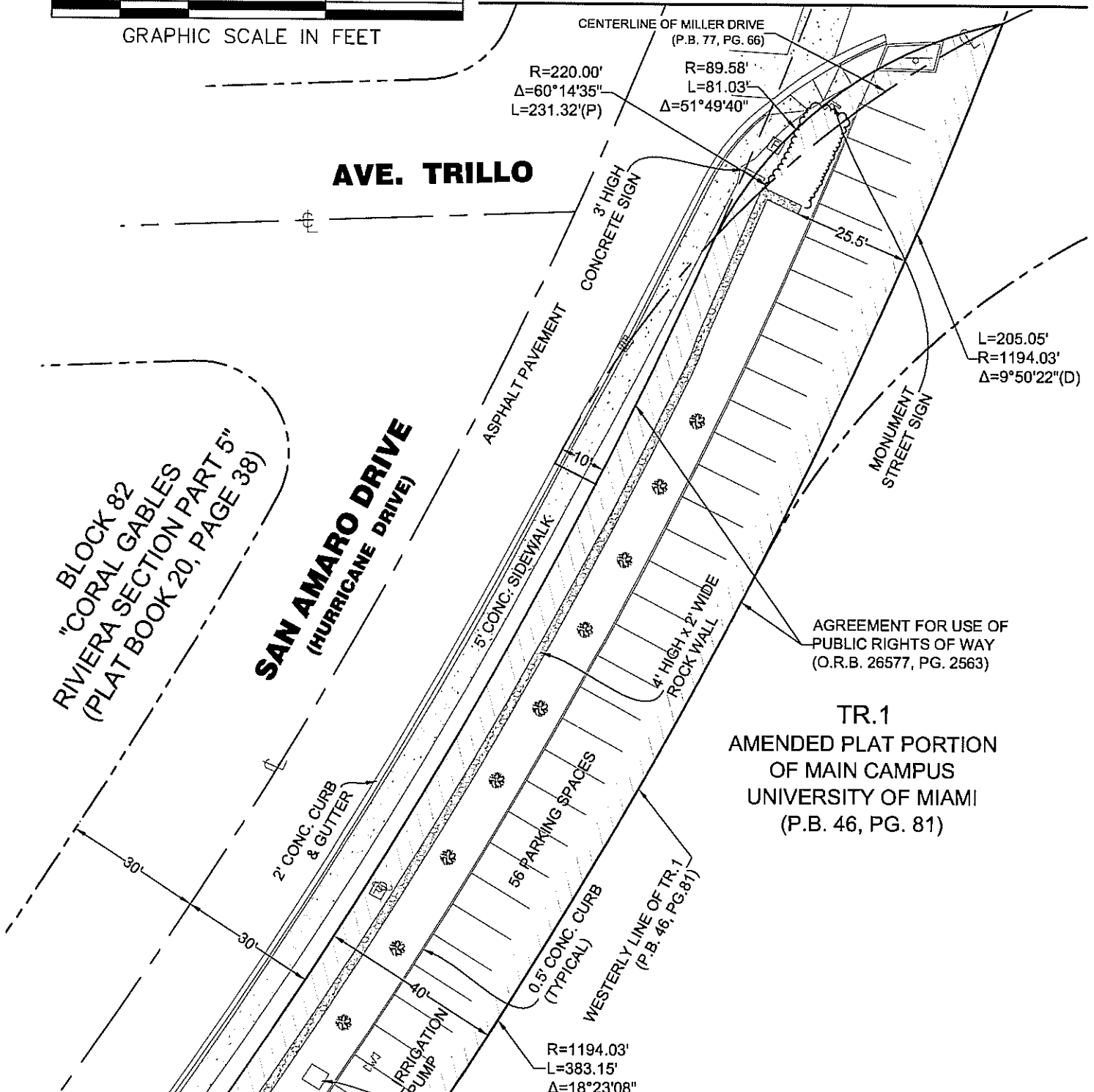
DRAWN Z.C.P.

CHECKED D.W.D.
QC D.W.D.

SHEET: 4 OF 11



SEE MATCH LINE (SHEET 6-11)



SEE MATCH LINE (SHEET 4-11)



NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

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NOT A BOUNDARY SURVEY

ATKINS

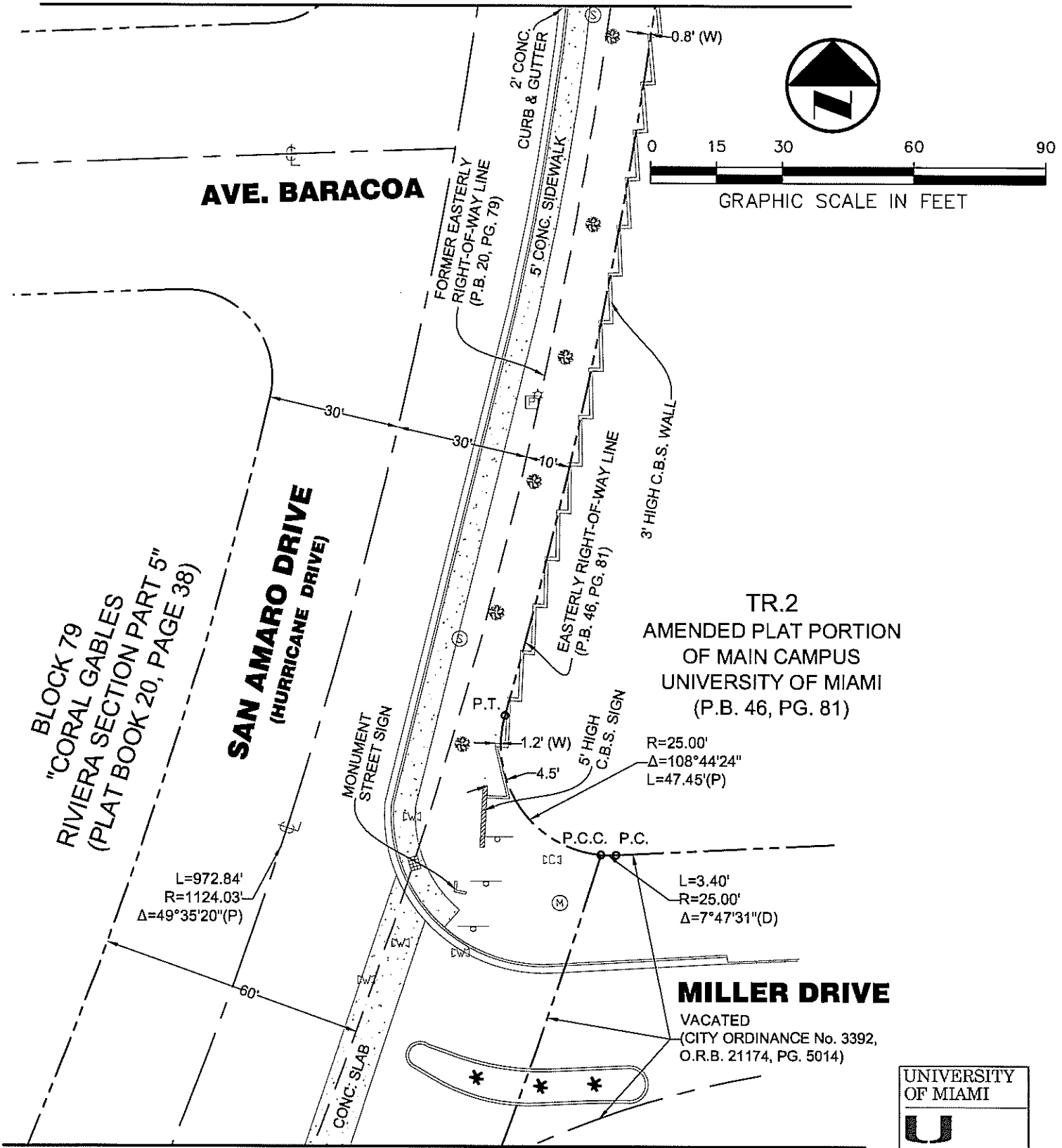
2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

ORIGINAL: 04/08/2011	JOB NO. 100020690
REVISIONS:	DRAWN Z.C.P.
1	CHECKED D.W.D.
2	QC D.W.D.
3	
4	
SHEET: 5 OF 11	

SEE MATCH LINE (SHEET 7-11)



SEE MATCH LINE (SHEET 5-11)

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

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NOT A BOUNDARY SURVEY

ATKINS

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

ORIGINAL: 04/08/2011

REVISIONS:

1
2
3
4

JOB NO. 100020690

DRAWN Z.C.P.

CHECKED D.W.D.

QC D.W.D.

SHEET: 6 OF 11

SEE MATCH LINE (SHEET 8-11)

AVE. ANCONA



GRAPHIC SCALE IN FEET

SAN AMARO DRIVE
(HURRICANE DRIVE)

BLOCK 78
"CORAL GABLES"
RIVIERA SECTION PART 5"
(PLAT BOOK 20, PAGE 38)

MONUMENT
STREET SIGN

FORMER EASTERLY
RIGHT-OF-WAY LINE
(P.B. 20, PG. 79)

BRICKS

GRASS

SIGN
BRICKS

CONC. SIDEWALK

2' CONC. CURB
& GUTTER

6' HIGH
ROCK WALL

1.0' (W)

WESTERLY
LINE OF TR.2
(P.B. 46, PG. 81)

10'

0.8' (W)

"MEMORIAL DRIVE"
(NOT PLATTED)

TR.2
AMENDED PLAT PORTION
OF MAIN CAMPUS
UNIVERSITY OF MIAMI
(P.B. 46, PG. 81)

R=1164.03'
 $\Delta=23^{\circ}10'15''$
L=470.74'(P)

SEE MATCH LINE (SHEET 6-11)

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET
SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE
UNLESS ATTACHED TO THE OTHERS.

UNIVERSITY
OF MIAMI



NOT A BOUNDARY SURVEY

ATKINS

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

ORIGINAL: 04/08/2011

REVISIONS:

1.

2.

3.

4.

JOB NO. 100020690

DRAWN Z.C.P.

CHECKED D.W.D.

QC D.W.D.

SHEET: 7 OF 11

SEE MATCH LINE (SHEET 9-11)

AVE. URBINO

R=3582.03'
 $\Delta=5^{\circ}08'22''$
L=321.31'(P)



GRAPHIC SCALE IN FEET

R=3542.03'
 $\Delta=5^{\circ}08'22''$
L=317.72'(P)

WESTERLY LINE OF TR.2
(P.B. 46, PG.81)

TR.2
AMENDED PLAT PORTION
OF MAIN CAMPUS
UNIVERSITY OF MIAMI
(P.B. 46, PG. 81)

BLOCK 75
"CORAL GABLES"
RIVIERA SECTION PART 5"
(PLAT BOOK 20, PAGE 38)

SAN AMARO DRIVE
(HURRICANE DRIVE)

2' CONC. CURB & GUTTER

3' HIGH C.B.S. WALL

FORMER EASTERLY
RIGHT-OF-WAY LINE
(P.B. 20, PG. 79)

5' CONC. SIDEWALK

SEE MATCH LINE (SHEET 7-11)



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET
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UNLESS ATTACHED TO THE OTHERS.

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

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NOT A BOUNDARY SURVEY

ATKINS

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

ORIGINAL: 04/08/2011
REVISIONS:
1
2
3
4

JOB NO. 100020690
DRAWN Z.C.P.
CHECKED D.W.D.
QC D.W.D.

SHEET: 8 OF 11



0 15 30 60 90

GRAPHIC SCALE IN FEET

AVE. PERUGIA
(AVE. ROBBIA)

BLOCK 73
"CORAL GABLES"
RIVIERA SECTION PART 5"
(PLAT BOOK 20, PAGE 38)

SAN AMARO DRIVE
(HURRICANE DRIVE)

N02°08'44"W(NAD 83/90) N 0°22'53" E(P) 174.33'

2' CONC. CURB & GUTTER

5' CONC. SIDEWALK

N02°08'44"W(C) N 0°22'53" E(P) 174.33'

WESTERLY LINE OF TR.2
(P.B. 46, PG.81)

4' HIGH x 2' WIDE
ROCK WALL

0.5' (W)

DUMPSTER

3' HIGH C.B.S. WALL

TR.2
AMENDED PLAT PORTION
OF MAIN CAMPUS
UNIVERSITY OF MIAMI
(P.B. 46, PG. 81)

UNIVERSITY
OF MIAMI



SEE MATCH LINE (SHEET 8-11)

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

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SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE
UNLESS ATTACHED TO THE OTHERS.

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NOT A BOUNDARY SURVEY

ATKINS

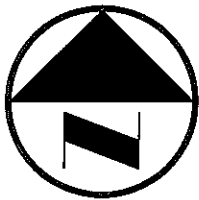
2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

ORIGINAL: 04/08/2011
REVISIONS:
1 _____
2 _____
3 _____
4 _____

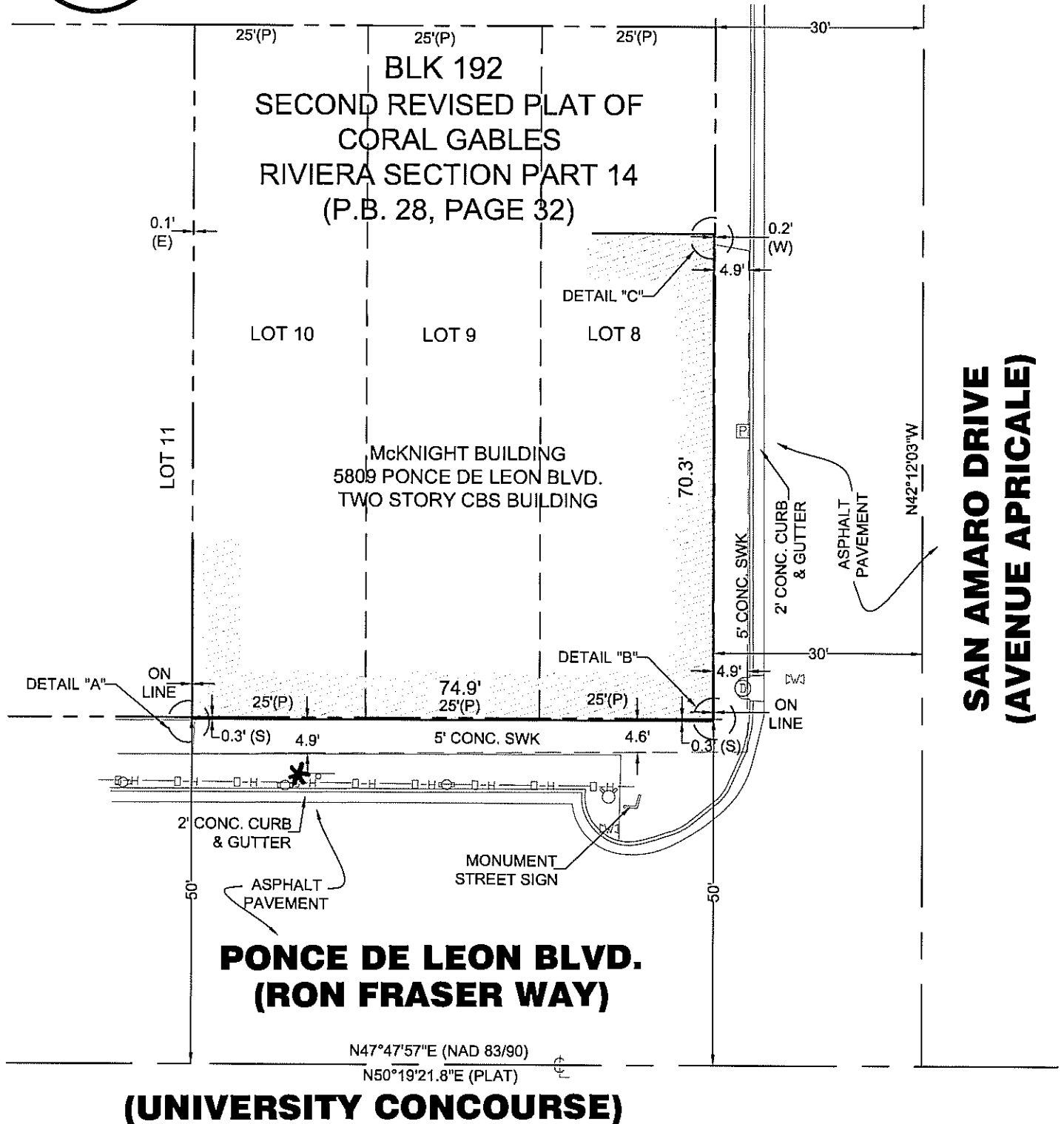
JOB NO. 100020690
DRAWN Z.C.P.
CHECKED D.W.D.
QC D.W.D.
SHEET: 9 OF 11

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24



0 10 20 40 60

GRAPHIC SCALE IN FEET



NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

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NOT A BOUNDARY SURVEY

ATKINS

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

ORIGINAL: 04/08/2011

REVISIONS:

1

2

3

4

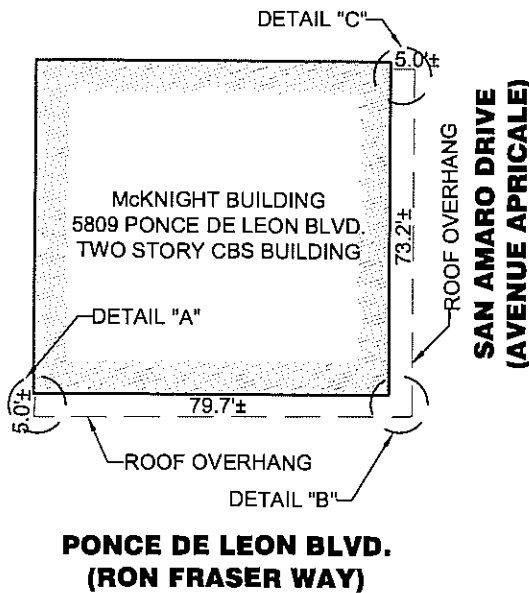
JOB NO. 100020690

DRAWN Z.C.P.

CHECKED D.W.D.

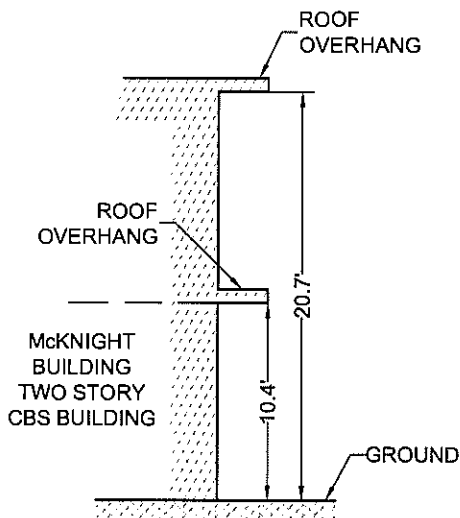
QC D.W.D.

SHEET: 10 OF 11

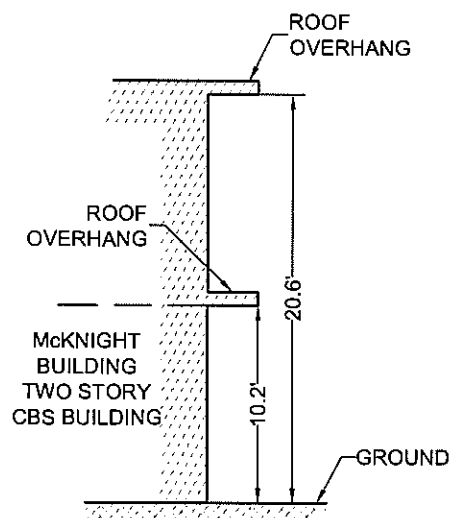


PLAN VIEW
NOT TO SCALE

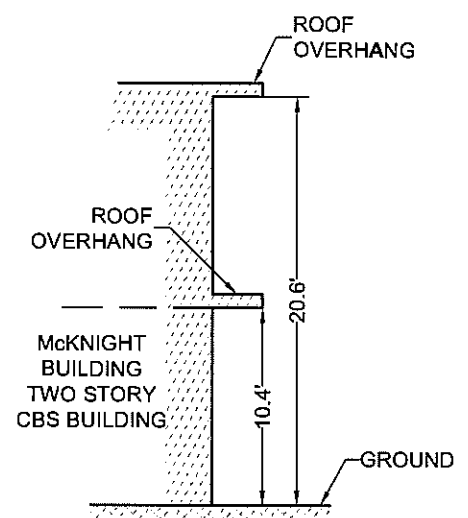
LEGEND		ABBREVIATIONS
	CATCH BASIN	(C) = CALCULATED
	CENTER LINE	Δ = CENTRAL ANGLE (DELTA)
	FIRE HYDRANT	C.B.S. = CONCRETE BLOCK & STUCCO
	LIGHT POLE	CONC. = CONCRETE
	MANHOLE (DRAINAGE)	(D) = DEED
	MANHOLE (SANITARY SEWER)	(E) = EAST
	MANHOLE (TELEPHONE)	L = LENGTH (WHEN USED IN CURVE DATA)
	MANHOLE (UNKNOWN)	± = MORE AND LESS (OR PLUS OR MINUS)
	METER (ELECTRIC)	O.R.B. = OFFICIAL RECORDS BOOK
	PALM TREE	PG. = PAGE
	PARKING METER	(P) = PER PLAT
	PULL BOX	P.B. = PLAT BOOK
	SIGN	P.C.C. = POINT OF COMPOUND CURVATURE
	SIGNAL CONTROLLER	P.C. = POINT OF CURVATURE
	TREE	P.R.C. = POINT OF REVERSE CURVATURE
	UTILITY POLE	P.T. = POINT OF TANGENCY
	VALVE (GAS)	R = RADIUS
	VALVE (IRRIGATION CONTROL)	SEC. = SECTION
	VALVE (WATER)	(S) = SOUTH
		(W) = WEST



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020690 UM ENCROACHMENTS\100020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/13/2011 12:49 PM

THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A BOUNDARY SURVEY

ATKINS
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

ORIGINAL: 04/08/2011
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SHEET: 11 OF 11