

City of Coral Gables Planning Department Staff Report

To: Honorable Planning and Zoning Board Members

From: Planning Department

Date: November 30, 2010

Subject: **Application No. 09-10-120-P. University of Miami – Abandonment and Vacation of Non-Fee Interests.** 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 severability, repealer, codification, and an effective date (Mapping and legal descriptions on file for review within the Planning Department).

Recommendation

The Planning Department based upon the Findings of Fact contained herein recommends approval of the following:

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 severability, repealer, codification, and an effective date (Mapping and legal descriptions on file for review within the Planning Department).

Conditions of approval

The Planning Department recommends approval of the right-of-way vacations 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.

Request

Abandonments and vacations are adopted in ordinance form after recommendation by the Planning and Zoning Board and consideration by the City Commission at two (2) public hearings. Zoning Code Section 3-1203 sets out the standards for the review of the abandonment and vacation of non-fee interests. Review and recommendation is required by both the Public Works Department and the Development Review Committee (DRC), which is forwarded to the City Manager’s Office, Planning and Zoning Board and City Commission. The proposal was presented to the DRC on 11.19.10. Both the Public Works Department and the DRC had no objections and supported the application with the conditions of approval noted herein. The conditions provided herein represent all City Department conditions of approval.

The following background and support materials are attached as follows:

Attachments:

- A - Location map showing the rights-of-way proposed to be vacated
- B - Applicant’s submittal package
- C - Letters of “no objection” received from affected utility companies
- D - Public Works report regarding the DRC review and comments

Background

City reviews and approvals:

City Reviews/Timeline	Date Scheduled/ Reviewed/Approved*
Development Review Committee	11.19.10
Board of Architects	N/A
Board of Adjustment	N/A
Historic Preservation Board	N/A
Local Planning Agency	N/A
Planning and Zoning Board	11.30.10
City Commission 1 st reading	12.14.10
City Commission 2 nd reading	01.11.11

*All scheduled dates and times are subject to change without notice.

Existing abutting property designations:

Applicable Designations	
CLUP Map Designation	"University Campus"
Zoning Map Designation	University Campus District (UCD)
Within Central Business District	No
Mixed Use District	No
Mediterranean Architectural District (citywide)	N/A
Within Coral Gables Redevelopment Infill District (GRID) (Traffic Concurrency Exemption Zone)	Yes

Findings of Facts

This section evaluates the application for consistency with the Zoning Code and Comprehensive Plan (CP). This evaluation provides Findings of Fact and recommendations for compliance with the above.

Compliance with the Zoning Code

Zoning Code Section 3-1203 sets out the standards for the review of the abandonment and vacation of non-fee interests. This section evaluates all applicable provisions and provides Staff evaluation of each. Applications for the abandonment and vacation of city streets, alleys, special purpose easements and other non-fee interests which the City may have in real property may be approved provided that the following criteria are satisfied:

"The non-fee property interest sought to be abandoned:

- 1. Does not provide a benefit to the public health, safety, welfare, or convenience, in that:*
 - a. It is not being used by the City for any of its intended purposes.*
 - b. The Comprehensive Plan, special purpose plan, or capital improvement program does not anticipate its use; or"*

Staff evaluation: The public rights-of-way proposed to be vacated do not provide any measurable benefit to the public health, safety, welfare, or convenience to the residents of Coral Gables as they are located entirely within the confines of the University campus boundaries and are currently utilized for interior circulation. There is no intended use or specific purposes identified in the City's Comprehensive Plan, Capital Improvement Program or any other special purpose plan other than the University of Miami Master Plan for the rights-of-way proposed to be vacated. Pursuant to the approved 2010 Development Agreement between the City and the University, a requirement is provided allowing access for the purpose of emergency vehicle and government services.

"Provides some benefit to the public health, safety, welfare, or convenience, but the overall benefit anticipated to result from the abandonment outweighs the specific benefit derived from the non-fee property interest, in that:

- a. The vacation or abandonment will not frustrate any comprehensive plan, special purpose plan, or capital improvement program of the City;*

- b. *The vacation or abandonment will not interfere with any planning effort of the City that is underway at the time of the application but is not yet completed; and"*

Staff evaluation: The City recently adopted a University Campus Master Plan which provided for Comprehensive Plan text and map amendments, Change of Zoning, Zoning Code text amendment and the proposed vacation of rights-of-way. The City also entered into a separate Development Agreement per Florida Statutes.

"The vacation or abandonment will provide a material public benefit in terms of promoting the desired development and improves the City's long-term fiscal condition and the applicant provides beneficial mitigation in the form of a proffered mitigation plan which mitigates the loss of real property, the increase in the intensity of use and/or impacts on the public health, safety and welfare including increased parking and traffic."

Staff evaluation: The proposed vacations are in compliance and support the development and objectives of the approved University of Miami Master Plan, and are required as a condition of the recently approved University of Miami Development Agreement. The University shall be responsible for the maintenance and repair of the vacated rights-of-way, which is currently the financial responsibility of the City. The City shall also retain the existing on-street parking meters along the vacated rights-of-way, which shall therefore remain a source of revenue for the City.

Utility Reviews

As required by Code, comments were solicited from all affected utility companies. No objections were received from any of the utility companies. Miami-Dade County Water and Sewer Department (WASD) requested that the full width of the existing rights-of-way be reserved as a permanent utility easement with certain rights and privileges and that no permanent structures be allowed. The City's Public Works Department agreed this request and the University also had no objection. WASD's request is included as a recommended condition of approval. All letters of "no objection" from the affected utility companies are provided as Attachment C.

Abutting Property Owner Consent

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 was approved by all abutting property owners and is provided within the applicant's submittal package (see Attachment B).

Findings of Fact Summary

The Findings of Fact that support the approval of the proposal include the following:

1. The proposed vacations are in compliance with the standards set out in Zoning Code Section 3-1203.
2. The public rights-of-way proposed to be vacated do not provide any measurable benefit to the public health, safety, welfare, or convenience to the residents of Coral Gables.

3. The proposed vacations are in compliance and support the development and objectives of the approved University of Miami Master Plan, and are required as a condition of the recently approved University of Miami Development Agreement.
4. The University shall be responsible for the maintenance and repair of the vacated rights-of-way, which is currently the financial responsibility of the City.
5. 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 was approved by all abutting property owners.
6. The Public Works Department has reviewed and recommended approval of vacations subject to conditions.
7. Affected utility companies have reviewed the proposed vacations and have no objections subject to a condition of approval.
8. The vacations have been reviewed by City Staff via the DRC review process, and there were no objections to the proposal.

Public Notification/Comments

The following has been completed to solicit input and provide notice of the application:

Type	Explanation
Neighborhood meeting completed	N/A
Courtesy notification mailed to all property owners within 1,500 feet of the subject property by the Planning Department	10.21.10
Newspaper ad published	10.21.10
Courtesy notification mailed to all property owners within 1,500 feet of the subject property by the Public Works Department	10.27.10
Posted property	11.12.10
Posted agenda on City web page/City Hall	11.17.10
Posted Staff report on City web page	11.24.10

The perimeter of the campus was posted with 30+ signs and 1,653 courtesy notices were mailed out to all property owners by the Planning Department and Public Works Department within 1,500 feet of the entire perimeter of the campus to advise of the request. This is in excess of the 1,000 feet notification per the Zoning Code. The listing of property owners who returned the notification/comment form, including the date received, property owners name, address, object/no objection/no comment and verbatim comments are attached as Attachment E.

Respectfully submitted,

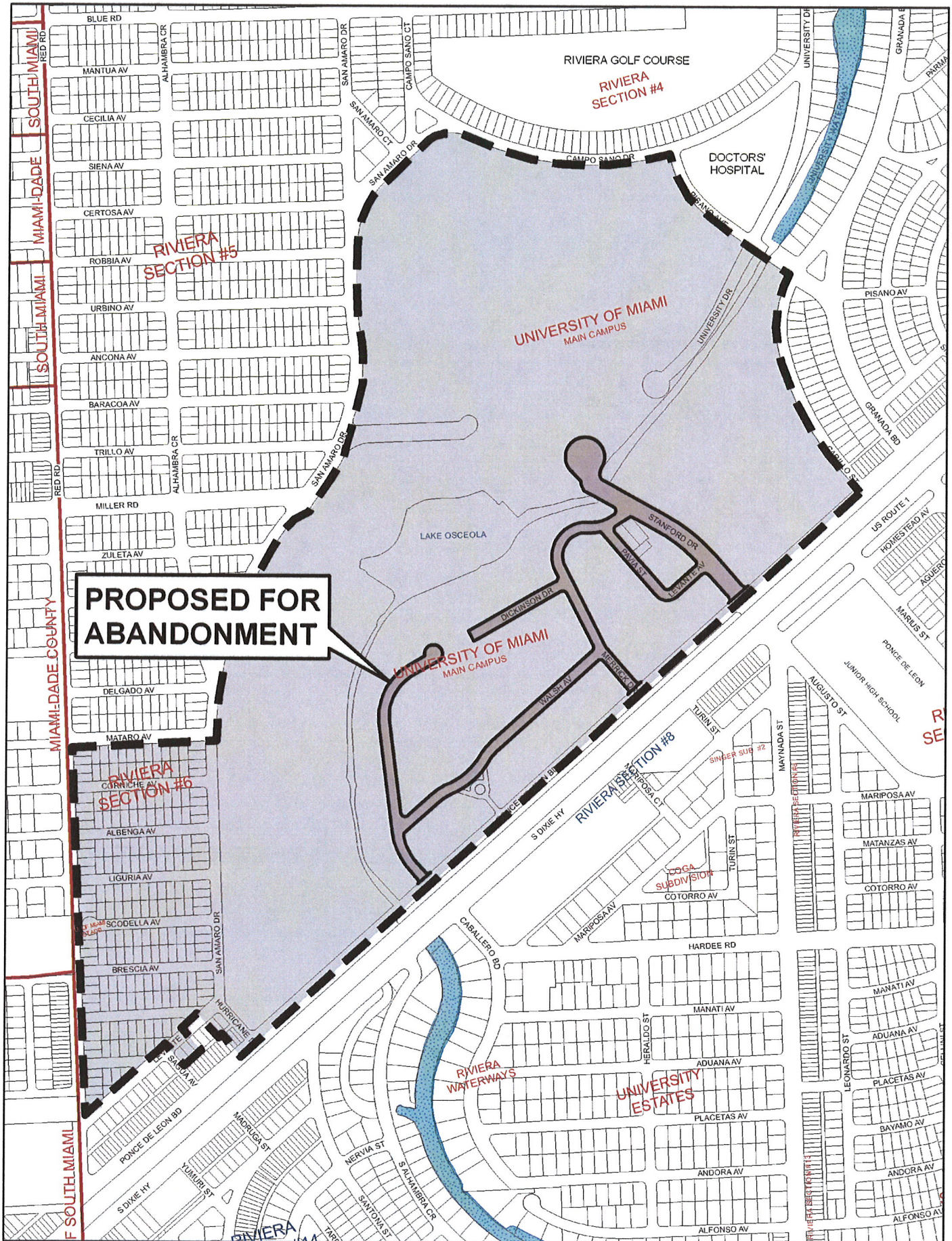


Eric Riel
Planning Director

Attachments:

- A. Location map of rights-of-way proposed to be vacated.
- B. Applicant's submittal package.
- C. Utility companies letters.
- D. Public Works Development Review Committee report and minutes.
- E. Public comments.

Location map of rights-of-way proposed to be vacated





Real Estate and Facilities
1535 Levante Avenue
Coral Gables, FL 33146-2820

Phone: 305-284-6728
Fax: 305-284-3108

September 16, 2010

Eric Riel
Planning Director, City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

Re: Street Vacation
Letter of Intent

Dear Mr. Riel,

The University is requesting the vacation of six streets that are located within the boundaries of the University campus. As per the requirements of Zoning Code section 3-12, this process requires public hearings.

The subject streets are located wholly within the University campus. The vacation of these streets will improve the City's long-term fiscal condition as provided for in the Development Agreement between the City of Coral Gables and the University of Miami.

Reasons for Request

The six subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

Security

There are approximately 9,300 students at the University, and 3,000 employees, faculty, and staff. On a daily basis, 150-300 visitors also are present on campus. In addition, approximately 4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

The University currently has a guard house and guard gates at Stanford Drive, and security gates at Dickinson and Merrick Drives. Stanford Drive is the primary entrance to the University for visitors, and the guard house is staffed 24 hours a day in order to provide directions, parking information and security. The security gates at Dickinson and Merrick Drives are not manned, and are only closed



between the hours of 12:30am and 5:45am although the campus is accessible for those with proper card access during those hours at Stanford Drive.

Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of access and egress and speed limits.

Maintenance

The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus..

Design Continuity and Street Improvements

One of the identifying features of the University of Miami is its lush, well maintained and verdant campus. This natural theme extends from the face of buildings, across green quadrangles and teaching spaces, to the edge of the streets. Despite their primary functional use, the streets are an integral part of the fabric of the campus and provide the first campus experience for visitors, students and staff. The University can include design features on its campus streets such as bike paths, that are of high importance to students, but that may not be as critically necessary for the City. Streetscapes can be harmonized to blend with the University atmosphere.

Campus Improvements

University development is guided by a 20-year Master Plan that includes only preliminary footprints for actual buildings. Occasionally, permission has been asked and granted for streets to be rerouted in order to best accommodate proposed building footprints. Having the streets under University ownership will facilitate any future instances where it would be beneficial to change the routing of a street or pedestrian crossing as part of the city process for changes to the master plan and building permit process. As the campus evolves, street layouts, campus gateways and pedestrian crossings may need to be altered or enhanced to create more efficient access and egress, and this request would simplify permitting.

Thank you very much for your attention to this matter,

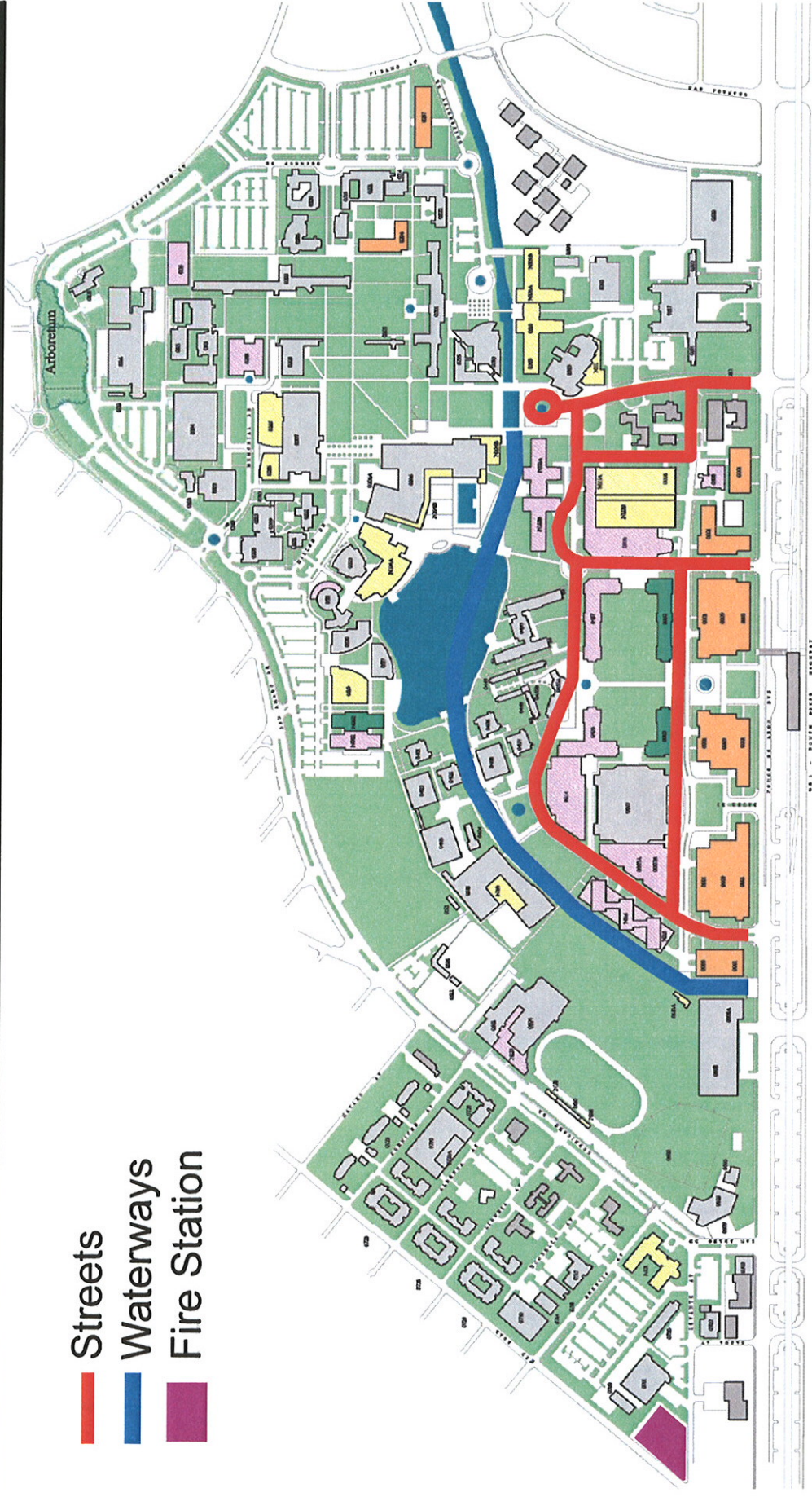
Janet Gavarrete
Associate Vice President
Campus Planning & Development

CC: Irma Abella
Maria de los Angeles Gralla
Jeff Bass
Doug Deans
Alicia Corral

6. Streets, Waterways, and Fire Station

Consolidates Campus as Single Parcel

- Streets
- Waterways
- Fire Station



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this 8th day of October, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University"), and FLORIDA BAPTIST CONVENTION, INC. its successors and assigns ("FBC"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus)"; and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are five public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, FBC, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Streets

The Streets to be vacated are located on the southern end of the Campus as more specifically described in Exhibit "A".

Section 3. University's Obligations

3.1 Easement. Concurrently with the recordation of a QCD, the University shall deliver a perpetual easement granting FBC ingress and egress on and over the streets vacated.

3.2 Maintenance of Streets. The University shall at all times maintain the Streets in the same or better condition as it exists as of the date of vacation. The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way.

Section 4. FBC's Obligations

4.1 Public Hearings. FBC shall not object to the vacation of the road before any City board, or commission hearings on the University's Application.

4.2 Execution of Petition. FBC shall execute the Petition to Vacate, if required by the City, within three (3) days of the University's request to execute the Petition.

4.3 Quit Claim Deed. FBC shall execute the Quit Claim Deed within three (3) days of executing this Agreement. The Quit Claim Deed shall be held in escrow with University's Escrow Agent, Norman I. Weil, Esq., Fowler White Burnett, P.A. The QCD shall be recorded upon obtaining final approval of the Petition. Concurrently with the recordation of the QCD, the University shall record a perpetual easement granting ingress and egress to the Property.

Section 5. Effective Date and Termination.

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and FBC ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement if, (1) the University withdraws the Petition prior to final approval by the City, or (2) the City denies the University's Petition to vacate the streets.

Section 6. Default.

In the event that FBC fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from FBC.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

7.2 Liability. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without negligence or willful misconduct on the part of Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall survive the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and FBC hereby consents to Escrow Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by

from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University: University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To FBC: Florida Baptist Convention, Inc.
1230 Hendricks Avenue
Jacksonville, Florida 32207
Phone: 904-396-2351
Fax: 904-596-4181

Copy to:

Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

9.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and FBC.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and FBC.

9.4 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, and exclusive venue shall be in the courts located in Miami-Dade County Florida.

9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and FBC relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and FBC under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

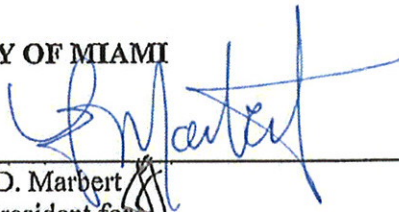
9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of Florida Baptist Convention, Inc. on this ____ day of _____, 2010.

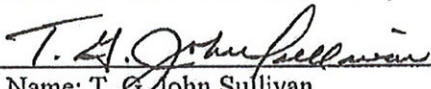
[SIGNATURES ON FOLLOWING PAGE]

UNIVERSITY OF MIAMI

By: 
Larry D. Marbert
Vice President for
Real Estate and Facilities

Date: 10/15/10

FLORIDA BAPTIST CONVENTION, INC.

By: 
Name: T. G. John Sullivan
Title: Executive Director Treasurer

Date: 10-7-2010

**THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA**

STREET AND ALLEY VACATION

DATE: August 26, 2010

APPLICATION FOR VACATION OF A STREET OR ALLEY, (PLEASE CHECK IF APPLICABLE ITEM)

 X Vacation of Streets

Vacation of Alley

PLEASE PRINT OR TYPE:

1.

University of Miami, a Florida corporation, not-for-profit

Name of Applicant

Suite 205

1535 Levante Avenue

Street Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

CHECK APPROPRIATE BOX

☐ Rent ☒ Own

Suite 205

1535 Levante Avenue

Mailing Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

2. A. General description of r.o.w. to be vacated (survey with legal description to be attached)

Henry King Stanford Drive (Miller Drive) from Ponce de Leon Blvd. to cul-de-sac.

Pavia St., from Geo. E. Merrick St. to Ave. Levante.

Geo. E. Merrick St., from Ponce de Leon Boulevard to Pavia St.

Theo. Dickinson Drive, from Ponce de Leon Blvd. to Geo. E. Merrick St.

Ave. Levante, from Pavia St. to Henry King Stanford Drive (Miller Drive).

Wm. E. Walsh Ave., from Theo. Dickinson Dr. to Geo. E. Merrick St.

B. Dimension of proposed vacation: Length in feet: (See following)
Width in feet: (See following)

B. (Continued)

Street	From	To	Length	Width
<u>Theo. Dickinson Drive</u>	<u>Ponce de Leon</u> <u>Wm. E. Walsh</u>	<u>WM. E. Walsh Avenue</u>	<u>353'</u>	<u>60'</u>
<u>Theo. Dickinson Drive</u>	<u>Avenue</u> <u>Theo. Dickinson</u>	<u>Geo. E. Merrick St.</u>	<u>1979'-310'=1669'</u>	<u>60'</u>
<u>WM. E. Walsh Avenue</u>	<u>Drive</u>	<u>Geo. E. Merrick St.</u>	<u>1542'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Ponce de Leon</u> <u>Wm. E. Walsh</u>	<u>WM. E. Walsh Avenue</u>	<u>340'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Avenue</u> <u>Theo. Dickinson</u>	<u>Theo. Dickinson Drive</u>	<u>430'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Drive</u>	<u>Pavia St.</u> <u>Henry King Stanford</u>	<u>513'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Pavia St.</u>	<u>Drive</u>	<u>88'</u>	<u>60'</u>
<u>Pavia St.</u>	<u>Geo. E. Merrick St.</u>	<u>Ave. Levante</u> <u>Henry King Stanford</u>	<u>497'</u>	<u>60'</u>
<u>Ave. Levante</u>	<u>Pavia St.</u>	<u>Drive</u>	<u>352'</u>	<u>60'</u>
<u>Henry King Stanford</u> <u>Drive</u>	<u>Ponce de Leon Blvd.</u>	<u>Ave. Levante</u>	<u>300'</u>	<u>100'</u>
<u>Henry King Stanford</u> <u>Drive</u>	<u>Ave. Levante</u>	<u>Geo. E. Merrick St.</u>	<u>530'</u>	<u>100'</u>
<u>Henry King Stanford</u> <u>Drive</u>	<u>Geo. E. Merrick St.</u>		<u>310'</u>	<u>100'</u>

Note: Street dimensions are based on centerline of intersection calculations and are rounded to the nearest foot.

3. If applicant is going to dedicate property for a Substitute Street or Alley, describe the property to be dedicated for such substitution.

Additional Streets or other Rights of Way will not be dedicated as substitutes for this application. (See Letter of Intent and Part 4 following.)

4. Reason for the requested abandonment, vacation and closure.

The subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

Security

There are approximately 9,300 students at the University, and 3,000 employees, faculty, and staff. On a daily basis, 150-300 visitors also are present on campus. In addition, approximately

4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

The University currently has a guard house and guard gates at Stanford Drive, and security gates at Dickinson and Merrick Drives. Stanford Drive is the primary entrance to the University for visitors, and the guard house is staffed 24 hours a day in order to provide directions, parking information and security. The security gates at Dickinson and Merrick Drives are not manned, and are only closed between the hours of 12:30am and 5:45am although the campus is accessible for those with proper card access during those hours at Stanford Drive.

Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of ingress and egress and speed limits.

Maintenance


The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus.

Design Continuity and Street Improvements

One of the identifying features of the University of Miami is its lush, well maintained and verdant campus. This natural theme extends from the face of buildings, across green quadrangles and teaching spaces, to the edge of the streets. Despite their primary functional use, the streets are an integral part of the fabric of the campus and provide the first campus experience for visitors, students and staff. The University can include design features on its campus streets such as bike paths, that are of high importance to students, but that may not be as critically necessary for the City. Streetscapes can be harmonized to blend with the University atmosphere.

Campus Improvements

University development is guided by a 20-year Master Plan that includes only preliminary footprints for actual buildings. Occasionally, permission has been asked and granted for streets to be rerouted in order to best accommodate proposed building footprints. Having the streets under University ownership will facilitate any future instances where it would be beneficial to change the routing of a street or pedestrian crossing as part of the city process for changes to the master plan and building permit process. As the campus evolves, street layouts, campus gateways and pedestrian crossings may need to be altered or enhanced to create more efficient access and egress, and this request would simplify permitting.


Applicant's Signature
Janet Gavarrete, RLA
Associate Vice-President
University of Miami

APPLICANTS:

Greater Miami Hillel
Foundation, Inc.

Name (Print)

Signature

1100 Stanford Drive
Coral Gables, FL 33146-2002
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3803, Page 453
Deed

The Diocese of Southeast
Florida, Inc.

Name (Print)

Signature

525 NE 15 Street
Miami, FL 33132-1411
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3815, Page 201
Deed

Florida Baptist Convention,
Inc.

Name (Print) T.G. John Sullivan

Signature

1230 Hendricks Avenue
Jacksonville, FL 32207-8619
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

Deed Book 3826, Page 31
Deed

Trustees for the Christian Science
Organization, University of Miami,
Inc.

Name (Print)

Signature

1115 Levante Street
Coral Gables, FL 33146-2506
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 1609, Page 72
Deed

The Board of Trustees of the Florida
Annual Conference of the United
Methodist Church, Inc.

Name (Print)

Signature

1140 East McDonald Street
Lakeland, FL 33801-5641
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 8474, Page 335
Deed

Action by:
Development & Review Committee

Date

Date

Date

City Commission:

Planning Department

Memoranda: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this ___ day of _____, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University), and TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION, UNIVERSITY OF MIAMI, INC., its successors and assigns ("Christian Science"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus)"; and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are six public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, Christian Science, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Streets

The Streets to be vacated are located on the southern end of the Campus as more specifically described in Exhibit "A".

Section 3. University's Obligations

3.1 Easement. Concurrently with the recordation of a QCD, the University shall deliver a perpetual easement granting Christian Science ingress and egress on and over the streets vacated.

3.2 Maintenance of Streets. The University shall at all times maintain the Streets in the same or better condition as it exists as of the date of vacation. The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way.

Section 4. CHRISTIAN SCIENCE's Obligations

4.1 Public Hearings. Christian Science shall not object to the vacation of the road before any City board, or commission hearings on the University's Application.

4.2 Execution of Petition. Christian Science shall execute the Petition to Vacate, if required by the City, within three (3) days of the University's request to execute the Petition.

4.3 Quit Claim Deed. Christian Science shall execute the Quit Claim Deed within three (3) days of executing this Agreement. The Quit Claim Deed shall be held in escrow with University's Escrow Agent, Norman I. Weil, Esq., Fowler White Burnett, P.A. The QCD shall be recorded upon obtaining final approval of the Petition. Concurrently with the recordation of the QCD, the University shall record a perpetual easement granting ingress and egress to the Property.

Section 5. Effective Date and Termination

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and Christian Science ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement.

Section 6. Default.

In the event that Christian Science fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from Christian Science.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

7.2 Liability. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without negligence or willful misconduct on the part of Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and Christian Science hereby consents to Escrow Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by

personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University: University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To Christian Science: Trustees for the Christian Science Organization, University
of Miami, Inc.
1115 Levante Street
Coral Gables, Florida 33146
Phone: _____
Fax: _____

Copy to:

Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

9.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and Christian Science.

9.4 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, and exclusive venue shall be in the courts located in Miami-Dade County Florida.

9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and Christian Science relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and Christian Science under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of Trustees for the Christian Science Organization, University of Miami, Inc. on this ____ day of _____, 2010.

[SIGNATURES ON FOLLOWING PAGE]

UNIVERSITY OF MIAMI

By: _____

Larry D. Marbert
Vice President for
Real Estate and Facilities

Date: _____

10/15/10

TRUSTEES FOR THE CHRISTIAN SCIENCE
ORGANIZATION, UNIVERSITY OF MIAMI,
INC.

By: _____

Name
Title

KERRY KEELER
SEC./TREAS.

Date: _____

10/8/10

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA

STREET AND ALLEY VACATION

DATE: August 26, 2010

APPLICATION FOR VACATION OF A STREET OR ALLEY, (PLEASE CHECK IF APPLICABLE ITEM)

 X Vacation of Streets

 Vacation of Alley

PLEASE PRINT OR TYPE:

1.
University of Miami, a Florida corporation, not-for-profit
Name of Applicant

Suite 205	Coral Gables, FL	
<u>1535 Levante Avenue</u>	<u>33146-2416</u>	<u>305.284.6728</u>
Street Address	City, State, Zip	Telephone Number

CHECK APPROPRIATE BOX

☐ Rent ☒ Own

Suite 205	Coral Gables, FL	
<u>1535 Levante Avenue</u>	<u>33146-2416</u>	<u>305.284.6728</u>
Mailing Address	City, State, Zip	Telephone Number

2. A. General description of r.o.w. to be vacated (survey with legal description to be attached)

Henry King Stanford Drive (Miller Drive) from Ponce de Leon Blvd. to cul-de-sac.

Pavia St., from Geo. E. Merrick St. to Ave. Levante.

Geo. E. Merrick St., from Ponce de Leon Boulevard to Pavia St.

Theo. Dickinson Drive, from Ponce de Leon Blvd. to Geo. E. Merrick St.

Ave. Levante, from Pavia St. to Henry King Stanford Drive (Miller Drive).

Wm. E. Walsh Ave., from Theo. Dickinson Dr. to Geo. E. Merrick St.

B. Dimension of proposed vacation: Length in feet: (See following)
Width in feet: (See following)

B. (Continued)

Street	From	To	Length	Width
<u>Theo. Dickinson Drive</u>	<u>Ponce de Leon</u> <u>Wm. E. Walsh</u>	<u>WM. E. Walsh Avenue</u>	<u>353'</u>	<u>60'</u>
<u>Theo. Dickinson Drive</u>	<u>Avenue</u> <u>Theo. Dickinson</u>	<u>Geo. E. Merrick St.</u>	<u>1979'-310'=1669'</u>	<u>60'</u>
<u>WM. E. Walsh Avenue</u>	<u>Drive</u>	<u>Geo. E. Merrick St.</u>	<u>1542'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Ponce de Leon</u> <u>Wm. E. Walsh</u>	<u>WM. E. Walsh Avenue</u>	<u>340'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Avenue</u> <u>Theo. Dickinson</u>	<u>Theo. Dickinson Drive</u>	<u>430'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Drive</u>	<u>Pavia St.</u> <u>Henry King Stanford</u>	<u>513'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Pavia St.</u>	<u>Drive</u>	<u>88'</u>	<u>60'</u>
<u>Pavia St.</u>	<u>Geo. E. Merrick St.</u>	<u>Ave. Levante</u> <u>Henry King Stanford</u>	<u>497'</u>	<u>60'</u>
<u>Ave. Levante</u>	<u>Pavia St.</u>	<u>Drive</u>	<u>352'</u>	<u>60'</u>
<u>Henry King Stanford</u> <u>Drive</u>	<u>Ponce de Leon Blvd.</u>	<u>Ave. Levante</u>	<u>300'</u>	<u>100'</u>
<u>Henry King Stanford</u> <u>Drive</u>	<u>Ave. Levante</u>	<u>Geo. E. Merrick St.</u>	<u>530'</u>	<u>100'</u>
<u>Henry King Stanford</u> <u>Drive</u>	<u>Geo. E. Merrick St.</u>		<u>310'</u>	<u>100'</u>

Note: Street dimensions are based on centerline of intersection calculations and are rounded to the nearest foot.

3. If applicant is going to dedicate property for a Substitute Street or Alley, describe the property to be dedicated for such substitution.

Additional Streets or other Rights of Way will not be dedicated as substitutes for this application. (See Letter of Intent and Part 4 following.)

4. Reason for the requested abandonment, vacation and closure.

The subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

Security

There are approximately 9,300 students at the University, and 3,000 employees, faculty, and staff. On a daily basis, 150-300 visitors also are present on campus. In addition, approximately

4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

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Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of ingress and egress and speed limits.

Maintenance

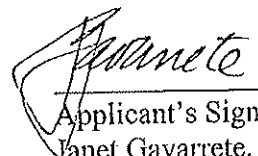
The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus.

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Applicant's Signature
Janet Gavarrete, RLA
Associate Vice-President
University of Miami

APPLICANTS:

Greater Miami Hillel
Foundation, Inc.

Name (Print)

Signature

1100 Stanford Drive
Coral Gables, FL 33146-2002
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3803, Page 453
Deed

The Diocese of Southeast
Florida, Inc.

Name (Print)

Signature

525 NE 15 Street
Miami, FL 33132-1411
Mailing Address

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Florida Baptist Convention,
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Name (Print)

Signature

1230 Hendricks Avenue
Jacksonville, FL 32207-8619
Mailing Address


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Deed

Trustees for the Christian Science
Organization, University of Miami,
Inc.

Name (Print) *KERRY KEELER*
SEC. TREAS.


Signature

1115 Levante Street
Coral Gables, FL 33146-2506
Mailing Address

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The Board of Trustees of the Florida
Annual Conference of the United
Methodist Church, Inc.

Name (Print)

Signature

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Lakeland, FL 33801-5641
Mailing Address

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Deed

Action by:
Development & Review Committee

Date

Date

Date

City Commission:

Planning Department

Memoranda: _____

**THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
STREET AND ALLEY VACATION GUIDELINES**

Please read carefully and comply with all instructions which apply to your request in order to avoid an incomplete application and resultant delay.

LIMITATION AUTHORITY

The Development Review Committee is charged with the responsibility of making an investigation, holding hearings, and submitting recommendation to the City Manager on requests for street and alley vacations. The hearing determination of vacating a street and alley is vested with the City Commission.

PRELIMINARY REVIEW

It is advisable to discuss the application with the staff of the Engineering Division in order to avoid filing is completely future or incomplete application.

INCOMPLETE APPLICATION

All required exhibits and supplementary data must be submitted at the same time as the application is filed, or the application will be determined to be incomplete. Incomplete applications will not be accepted and will be returned to the applicant.

FILING AND HEARING FEES

At the time of filing the application, the applicant shall pay a filing fee of \$1,500 (Ordinance 0-2004-34, Section 5) to pay the cost of processing the application.

EXHIBITS AND DATA

A. GENERAL: All exhibits and data submitted in connection with the application becomes a part of the public records of the City of Coral Gables.

B. LETTER OF INTENT: All applicants must be accompanied by a letter of intent. Please describe in detail in the letter of intent the proposed use of the vacated property, also explain to what extent the request would serve the public benefit which would warrant the granting of the request. The letter of intent shall also contain a statement that all costs relative to the relocation of any and all utilities, pavements, sidewalks, curbing and removal of same where discontinued shall be borne by the applicant.

C. CERTIFIED SURVEY: All applications must be accompanied by a certified survey prepared by a registered land surveyor showing the dimensions of any locations of the street and alley to be vacated. The survey shall also show the following, located within the proposed vacation:

1. Location of power poles.
2. Location of telephone poles.
3. Location of underground telephone, power lines.
4. Location and size of water lines.
5. Location and size of gas lines.
6. Location of sanitary sewer lines.
7. Location and size of stormwater lines.
8. Location and size of soakage pits.
9. Location of all manholes.

D. **WAIVER OF OBJECTION:** Attach letter from the following utility companies stating whether or not they have objections to the vacation of the street and/or alley.

1. Miami-Dade Water & Sewer Department (Mr. Ballesteros 305-669-7650)
2. Florida Power & Light Company (Mr. Victor Muñoz 305-552-4056)
3. Bell South (Mr. Richard Johnson 305 663-8222)
4. City Gas Company of Florida (Mrs. Ana Del Pino 305-835-3612)
5. Comcast (Mr. Leonard Maxwell 954-538-9394)
6. A T & T (Mr. Wess Parsons 786-295-9528)
7. XO Communication and all other Telecommunication Companies.
8. City of Coral Gables Utilities Div. (Mr. Bill Rothman 305-460-5005)

Contact 305-460-5026 for contact persons and mailing addresses.

PLEASE NOTE:

1. No hearing will be scheduled or heard on an incomplete or inaccurate application.
2. Application forms are available at the City of Coral Gables, Engineering Division, 2800 S.W 72 Avenue , Miami, Florida (Telephone # 305-460-5026).
3. Checks for application fee shall be payable to the CITY OF CORAL GABLES.
4. It is advisable to discuss your application with the staff of the Engineering Division in order to avoid a completely futile or incomplete application.

THIS APPLICATION, WITH ALL REQUIRED SUPPLEMENTAL DATA AND INFORMATION, MUST BE COMPLETED IN CONFORMITY WITH THE ATTACHED INSTRUCTIONS AND THEN RETURNED TO THE SECRETARY OF THE STREET AND ALLEY VACATION COMMITTEE WITH THE APPROPRIATE APPLICATION FEE.

I HAVE READ AND UNDERSTAND THE FOREGOING INSTRUCTIONS.

10/15/2010
DATE

University of Miami
By: Janet Gavarrete, AVP
APPLICANT (PRINT OR TYPE)

Janete
APPLICANT'S SIGNATURE



The Diocese Of Southeast Florida

September 30, 2010

The Rev. Frank Corbishley
Chapel of the Venerable Bede
1150 Stanford Drive
Coral Gables, FL 33146

Dear Fr. Corbishley:

This is to confirm that the Executive Committee of the Property and Loan Committee, at its September 29, 2010 conference call meeting approved the following:

Approval of the following documents to be signed by Bishop Frade regarding the negotiations with the University of Miami and the City of Coral Gables concerning the 20 year Master Plan of the Coral Gables main campus of the University of Miami:

1. Memorandum of Understanding
2. Street and Alley Vacation

Sincerely,

A handwritten signature in black ink, reading "Mary Cobiella".

Mary Cobiella
Secretary, Property and Loan Committee

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this ____ day of _____, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University), and DIOCESE OF SOUTHEAST FLORIDA, INC., its successors and assigns ("Diocese"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus"); and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are five public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, Diocese, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

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The Streets to be vacated are located on the southern end of the Campus as more specifically described in Exhibit "A".

Section 3. University's Obligations

3.1 Easement. Concurrently with the recordation of a QCD, the University shall deliver a perpetual easement granting Diocese ingress and egress on and over the streets vacated.

3.2 Maintenance of Streets. The University shall at all times maintain the Streets in the same or better condition as it exists as of the date of vacation. The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way.

3.3 Visibility of the Chapel. The University shall consult with the Diocese regarding any proposed landscaping in the area fronting the Episcopal Church Center property alongside Stanford Drive and Levante Avenue. The proposed landscape plan shall be reviewed and approved by the incumbent chaplain within fifteen days of submittal.

Section 4. Diocese's Obligations

4.1 Public Hearings. Diocese shall not object to the vacation of the road before any City board, or commission hearings on the University's Application.

4.2 Execution of Petition. Diocese shall execute the Petition to Vacate, if required by the City, within three (3) days of the University's request to execute the Petition.

4.3 Quit Claim Deed. Diocese shall execute the Quit Claim Deed within three (3) days of executing this Agreement. The Quit Claim Deed shall be held in escrow with University's Escrow Agent, Norman I. Weil, Esq., Fowler White Burnett, P.A. The QCD shall be recorded upon obtaining final approval of the Petition. Concurrently with the recordation of the QCD, the University shall record a perpetual easement granting ingress and egress to the Property.

Section 5. Effective Date and Termination.

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and Diocese ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement.

Section 6. Default.

In the event that Diocese fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from Diocese.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

7.2 Liability. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without negligence or willful misconduct on the part of Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and Diocese hereby consents to Escrow

Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University: University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To Diocese: Diocese of Southeast Florida, Inc.
525 Northeast 15th Street
Miami, Florida 33132
Phone: _____
Fax: _____

Copy to:

Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

9.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and Diocese.

9.4 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, and exclusive venue shall be in the courts located in Miami-Dade County Florida.

9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and Diocese relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and Diocese under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

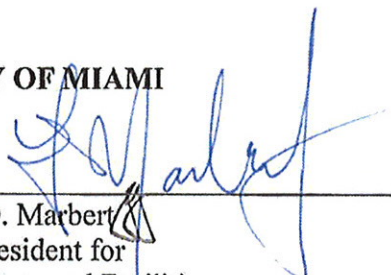
9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of Diocese of Southeast Florida, Inc. on this ____ day of _____, 2010.

[SIGNATURES ON FOLLOWING PAGE]

UNIVERSITY OF MIAMI

By: 

Larry D. Marbert
Vice President for
Real Estate and Facilities

Date: 10/15/10

DIOCESE OF SOUTHEAST FLORIDA, INC.

By: 

Name The Rt. Rev. Leo Frade
Title Bishop

Date: September 30, 2010

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA

STREET AND ALLEY VACATION

DATE: August 26, 2010

APPLICATION FOR VACATION OF A STREET OR ALLEY, (PLEASE CHECK IF APPLICABLE
ITEM)

X Vacation of Streets

 Vacation of Alley

PLEASE PRINT OR TYPE:

1.

University of Miami, a Florida corporation, not-for-profit
Name of Applicant

Suite 205

153 S Levante Avenue

Street Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

CHECK APPROPRIATE BOX

☐ Rent ☒ Own

Suite 205

1535 Levante Avenue

Mailing Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

2. A. General description of r.o.w. to be vacated (survey with legal description to be attached)

Henry King Stanford Drive (Miller Drive) from Ponce de Leon Blvd. to cul-de-sac.

Pavia St., from Geo. E. Merrick St. to Ave. Levante.

Geo. E. Merrick St., from Ponce de Leon Boulevard to Pavia St.

Theo. Dickinson Drive, from Ponce de Leon Blvd. to Geo. E. Merrick St.

Ave. Levante, from Pavia St. to Henry King Stanford Drive (Miller Drive).

Wm. E. Walsh Ave., from Theo. Dickinson Dr. to Geo. E. Merrick St.

B. Dimension of proposed vacation: Length in feet: (See following)
Width in feet: (See following)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this ___ day of _____, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University"), and GREATER MIAMI HILLEL FOUNDATION, INC., its successors and assigns ("Hillel"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus"); and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are six public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, Hillel, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Streets

The Streets to be vacated are located on the southern end of the Campus as more specifically described in Exhibit "A".

Section 3. University's Obligations

3.1 Easement. Concurrently with the recordation of a QCD, the University shall deliver a perpetual easement granting Hillel ingress and egress on and over the streets vacated.

3.2 Maintenance of Streets. The University shall at all times maintain the Streets in the same or better condition as it exists as of the date of vacation. The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way.

Section 4. Hillel's Obligations

4.1 Public Hearings. Hillel shall not object to the vacation of the road before any City board, or commission hearings on the University's Application.

4.2 Execution of Petition. Hillel shall execute the Petition to Vacate, if required by the City, within three (3) days of the University's request to execute the Petition.

4.3 Quit Claim Deed. Hillel shall execute the Quit Claim Deed within three (3) days of executing this Agreement. The Quit Claim Deed shall be held in escrow with University's Escrow Agent, Norman I. Weil, Esq., Fowler White Burnett, P.A. The QCD shall be recorded upon obtaining final approval of the Petition. Concurrently with the recordation of the QCD, the University shall record a perpetual easement granting ingress and egress to the Property.

Section 5. Effective Date and Termination.

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and Hillel ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement.

Section 6. Default.

In the event that Hillel fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from Hillel.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

7.2 Liability. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without negligence or willful misconduct on the part of Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and Hillel hereby consents to Escrow Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing

from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University: University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To Hillel: Hillel Advisory Council, Inc.
1100 Stanford Drive
Coral Gables, Florida 33146
Phone: _____
Fax: _____

Copy to:

Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

9.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and Hillel.

9.4 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, and exclusive venue shall be in the courts located in Miami-Dade County Florida.

9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and Hillel relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and Hillel under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of Greater Miami Hillel Foundation, Inc. on this ____ day of _____, 2010.

[SIGNATURES ON FOLLOWING PAGE]

UNIVERSITY OF MIAMI

By: *[Signature]*

Larry D. Marbert
Vice President for
Real Estate and Facilities

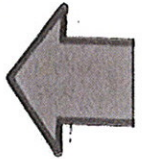
Date: 10/15/10

GREATER MIAMI HILLEL FOUNDATION,
INC.

By: *[Signature]*

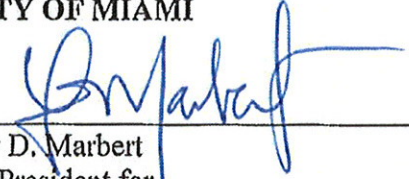
Name *Sidney M. Pety*
Title *Chair of the Board*

Date: 10/6/10



UNIVERSITY OF MIAMI

By: _____

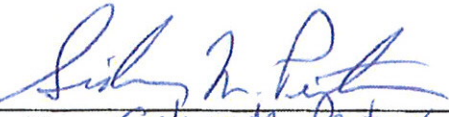

Larry D. Marbert
Vice President for
Real Estate and Facilities

Date: _____

10/15/10

GREATER MIAMI HILLEL FOUNDATION,
INC.

By: _____


Name Sidney M. Pextiny
Title Chair of the Board

Date: _____

10/6/10

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA

STREET AND ALLEY VACATION

DATE: August 26, 2010

APPLICATION FOR VACATION OF A STREET OR ALLEY, (PLEASE CHECK IF APPLICABLE ITEM)

 X Vacation of Streets

 Vacation of Alley

PLEASE PRINT OR TYPE:

1.

University of Miami, a Florida corporation, not-for-profit

Name of Applicant

Suite 205

1535 Levante Avenue

Street Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

CHECK APPROPRIATE BOX

☐

Rent

☒

Own

Suite 205

1535 Levante Avenue

Mailing Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

2. A. General description of r.o.w. to be vacated (survey with legal description to be attached)

Henry King Stanford Drive (Miller Drive) from Ponce de Leon Blvd. to cul-de-sac.

Pavia St., from Geo. E. Merrick St. to Ave. Levante.

Geo. E. Merrick St., from Ponce de Leon Boulevard to Pavia St.

Theo. Dickinson Drive, from Ponce de Leon Blvd. to Geo. E. Merrick St.

Ave. Levante, from Pavia St. to Henry King Stanford Drive (Miller Drive).

Wm. E. Walsh Ave., from Theo. Dickinson Dr. to Geo. E. Merrick St.

B. Dimension of proposed vacation: Length in feet: (See following)
Width in feet: (See following)

B. (Continued)

Street	From	To	Length	Width
<u>Theo. Dickinson Drive</u>	<u>Ponce de Leon</u> <u>Wm. E. Walsh</u>	<u>WM. E. Walsh Avenue</u>	<u>353'</u>	<u>60'</u>
<u>Theo. Dickinson Drive</u>	<u>Avenue</u> <u>Theo. Dickinson</u>	<u>Geo. E. Merrick St.</u>	<u>1979'-310'=1669'</u>	<u>60'</u>
<u>WM. E. Walsh Avenue</u>	<u>Drive</u>	<u>Geo. E. Merrick St.</u>	<u>1542'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Ponce de Leon</u> <u>Wm. E. Walsh</u>	<u>WM. E. Walsh Avenue</u>	<u>340'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Avenue</u> <u>Theo. Dickinson</u>	<u>Theo. Dickinson Drive</u>	<u>430'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Drive</u>	<u>Pavia St.</u> <u>Henry King Stanford</u>	<u>513'</u>	<u>60'</u>
<u>Geo. E. Merrick St.</u>	<u>Pavia St.</u>	<u>Drive</u>	<u>88'</u>	<u>60'</u>
<u>Pavia St.</u>	<u>Geo. E. Merrick St.</u>	<u>Ave. Levante</u> <u>Henry King Stanford</u>	<u>497'</u>	<u>60'</u>
<u>Ave. Levante</u>	<u>Pavia St.</u>	<u>Drive</u>	<u>352'</u>	<u>60'</u>
<u>Henry King Stanford</u> <u>Drive</u>	<u>Ponce de Leon Blvd.</u>	<u>Ave. Levante</u>	<u>300'</u>	<u>100'</u>
<u>Henry King Stanford</u> <u>Drive</u>	<u>Ave. Levante</u>	<u>Geo. E. Merrick St.</u>	<u>530'</u>	<u>100'</u>
<u>Henry King Stanford</u> <u>Drive</u>	<u>Geo. E. Merrick St.</u>		<u>310'</u>	<u>100'</u>

Note: Street dimensions are based on centerline of intersection calculations and are rounded to the nearest foot.

3. If applicant is going to dedicate property for a Substitute Street or Alley, describe the property to be dedicated for such substitution.

Additional Streets or other Rights of Way will not be dedicated as substitutes for this application. (See Letter of Intent and Part 4 following.)

4. Reason for the requested abandonment, vacation and closure.

The subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

Security

There are approximately 9,300 students at the University, and 3,000 employees, faculty, and staff. On a daily basis, 150-300 visitors also are present on campus. In addition, approximately

4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

The University currently has a guard house and guard gates at Stanford Drive, and security gates at Dickinson and Merrick Drives. Stanford Drive is the primary entrance to the University for visitors, and the guard house is staffed 24 hours a day in order to provide directions, parking information and security. The security gates at Dickinson and Merrick Drives are not manned, and are only closed between the hours of 12:30am and 5:45am although the campus is accessible for those with proper card access during those hours at Stanford Drive.

Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of ingress and egress and speed limits.

Maintenance


The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus.

Design Continuity and Street Improvements

One of the identifying features of the University of Miami is its lush, well maintained and verdant campus. This natural theme extends from the face of buildings, across green quadrangles and teaching spaces, to the edge of the streets. Despite their primary functional use, the streets are an integral part of the fabric of the campus and provide the first campus experience for visitors, students and staff. The University can include design features on its campus streets such as bike paths, that are of high importance to students, but that may not be as critically necessary for the City. Streetscapes can be harmonized to blend with the University atmosphere.

Campus Improvements


University development is guided by a 20-year Master Plan that includes only preliminary footprints for actual buildings. Occasionally, permission has been asked and granted for streets to be rerouted in order to best accommodate proposed building footprints. Having the streets under University ownership will facilitate any future instances where it would be beneficial to change the routing of a street or pedestrian crossing as part of the city process for changes to the master plan and building permit process. As the campus evolves, street layouts, campus gateways and pedestrian crossings may need to be altered or enhanced to create more efficient access and egress, and this request would simplify permitting.


Applicant's Signature
Janet Gavarrete, RLA
Associate Vice-President
University of Miami

APPLICANTS:

Greater Miami Hillel
Foundation, Inc.

Name (Print) Sidex Perthy



Signature

1100 Stanford Drive
Coral Gables, FL 33146-2002
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3803, Page 453
Deed

The Diocese of Southeast
Florida, Inc.

Name (Print)

Signature

525 NE 15 Street
Miami, FL 33132-1411
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3815, Page 201
Deed

Florida Baptist Convention,
Inc.

Name (Print)

Signature

1230 Hendricks Avenue
Jacksonville, FL 32207-8619
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

Deed Book 3826, Page 31
Deed

Trustees for the Christian Science
Organization, University of Miami,
Inc.

Name (Print)

Signature

1115 Levante Street
Coral Gables, FL 33146-2506
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 1609, Page 72
Deed

The Board of Trustees of the Florida
Annual Conference of the United
Methodist Church, Inc.

Name (Print)

Signature

1140 East McDonald Street
Lakeland, FL 33801-5641
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 8474, Page 335
Deed

Action by:
Development & Review Committee

Date

Date

Date

City Commission:

Planning Department

Memoranda: _____

**THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
STREET AND ALLEY VACATION GUIDELINES**

Please read carefully and comply with all instructions which apply to your request in order to avoid an incomplete application and resultant delay.

LIMITATION AUTHORITY

The Development Review Committee is charged with the responsibility of making an investigation, holding hearings, and submitting recommendation to the City Manager on requests for street and alley vacations. The hearing determination of vacating a street and alley is vested with the City Commission.

PRELIMINARY REVIEW

It is advisable to discuss the application with the staff of the Engineering Division in order to avoid filing is completely future or incomplete application.

INCOMPLETE APPLICATION

All required exhibits and supplementary data must be submitted at the same time as the application is filed, or the application will be determined to be incomplete. Incomplete applications will not be accepted and will be returned to the applicant.

FILING AND HEARING FEES

At the time of filing the application, the applicant shall pay a filing fee of \$1,500 (Ordinance 0-2004-34, Section 5) to pay the cost of processing the application.

EXHIBITS AND DATA

A. GENERAL: All exhibits and data submitted in connection with the application becomes a part of the public records of the City of Coral Gables.

B. LETTER OF INTENT: All applicants must be accompanied by a letter of intent. Please describe in detail in the letter of intent the proposed use of the vacated property, also explain to what extent the request would serve the public benefit which would warrant the granting of the request. The letter of intent shall also contain a statement that all costs relative to the relocation of any and all utilities, pavements, sidewalks, curbing and removal of same where discontinued shall be borne by the applicant.

C. CERTIFIED SURVEY: All applications must be accompanied by a certified survey prepared by a registered land surveyor showing the dimensions of any locations of the street and alley to be vacated. The survey shall also show the following, located within the proposed vacation:

1. Location of power poles.
2. Location of telephone poles.
3. Location of underground telephone, power lines.
4. Location and size of water lines.
5. Location and size of gas lines.
6. Location of sanitary sewer lines.
7. Location and size of stormwater lines.
8. Location and size of soakage pits.
9. Location of all manholes.

D. **WAIVER OF OBJECTION:** Attach letter from the following utility companies stating whether or not they have objections to the vacation of the street and/or alley.

1. Miami-Dade Water & Sewer Department (Mr. Ballesteros 305-669-7650)
2. Florida Power & Light Company (Mr. Victor Muñoz 305-552-4056)
3. Bell South (Mr. Richard Johnson 305 663-8222)
4. City Gas Company of Florida (Mrs. Ana Del Pino 305-835-3612)
5. Comcast (Mr. Leonard Maxwell 954-538-9394)
6. A T & T (Mr. Wess Parsons 786-295-9528)
7. XO Communication and all other Telecommunication Companies.
8. City of Coral Gables Utilities Div. (Mr. Bill Rothman 305-460-5005)

Contact 305-460-5026 for contact persons and mailing addresses.

PLEASE NOTE:

1. No hearing will be scheduled or heard on an incomplete or inaccurate application.
2. Application forms are available at the City of Coral Gables, Engineering Division, 2800 S.W 72 Avenue , Miami, Florida (Telephone # 305-460-5026).
3. Checks for application fee shall be payable to the CITY OF CORAL GABLES.
4. It is advisable to discuss your application with the staff of the Engineering Division in order to avoid a completely futile or incomplete application.

THIS APPLICATION, WITH ALL REQUIRED SUPPLEMENTAL DATA AND INFORMATION, MUST BE COMPLETED IN CONFORMITY WITH THE ATTACHED INSTRUCTIONS AND THEN RETURNED TO THE SECRETARY OF THE STREET AND ALLEY VACATION COMMITTEE WITH THE APPROPRIATE APPLICATION FEE.

I HAVE READ AND UNDERSTAND THE FOREGOING INSTRUCTIONS.

10-15-2010
DATE

University of Miami
By: Janet Gavarrete, AVP
APPLICANT (PRINT OR TYPE)


APPLICANT'S SIGNATURE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this 15 day of October, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University), and THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC., its successors and assigns ("United Methodist"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus"); and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are five public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, United Methodist, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

DM

Section 5. Effective Date and Termination.

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and United Methodist ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement.

Section 6. Default.

In the event that United Methodist fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from United Methodist.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

7.2 Liability. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7.3 Hold Harmless. The parties will, and hereby agree to, jointly and severally, hold harmless the Escrow Agent against any loss, liability, or expense the undersigned may incur which is not due to the negligence or willful misconduct of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement. This provision shall survive the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and United Methodist hereby consents to

DM

Escrow Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University:

University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To United Methodist:

The Board of Trustees of the Florida Annual Conference of
the United Methodist Church, Inc.
450 Martin Luther King, Jr. Avenue
Lakeland, Florida 33815
Phone: 863-688-5563
Fax: 863-686-7363

Copy to:

The Wesley Foundation at the University of Miami
1210 Stanford Drive
Coral Gables, FL 33146
Phone: 305-284-1920
Fax: 305-284-4346

Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

9.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and United Methodist.

9.4 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, and exclusive venue shall be in the courts located in Miami-Dade County Florida.

9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and United Methodist relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and United Methodist under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

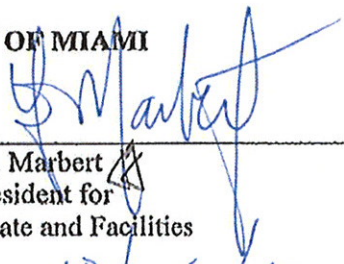
9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.


IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of The Board of Trustees of the Florida Annual Conference of the United Methodist Church, Inc. on this ____ day of _____, 2010.

UNIVERSITY OF MIAMI

By: 
Larry D. Marbert
Vice President for
Real Estate and Facilities

Date: 10/15/10

THE BOARD OF TRUSTEES OF THE
FLORIDA ANNUAL CONFERENCE OF THE
UNITED METHODIST CHURCH, INC.

By: 
Name W. David McEntire
Title Chairperson

Date: 10/15/10

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA

DATE: August 26, 2010

APPLICATION FOR VACATION OF A STREET OR ALLEY, (PLEASE CHECK IF APPLICABLE ITEM)

X Vacation of Streets

Vacation of Alley

PLEASE PRINT OR TYPE:

1. University of Miami, a Florida corporation, not-for-profit
Name of Applicant

Suite 205	Coral Gables, FL	
<u>1535 Levante Avenue</u>	<u>33146-2416</u>	<u>305.284.6728</u>
Street Address	City, State, Zip	Telephone Number

CHECK APPROPRIATE BOX

<input type="checkbox"/>	Rent	<input checked="" type="checkbox"/>	Own
--------------------------	------	-------------------------------------	-----

Suite 205	Coral Gables, FL	
<u>1535 Levante Avenue</u>	<u>33146-2416</u>	<u>305.284.6728</u>
Mailing Address	City, State, Zip	Telephone Number

2. A. General description of r.o.w. to be vacated (survey with legal description to be attached)

Henry King Stanford Drive (Miller Drive) from Ponce de Leon Blvd. to cul-de-sac.

Pavia St., from Geo. E. Merrick St. to Ave. Levante.

Geo. E. Merrick St., from Ponce de Leon Boulevard to Pavia St.

Theo. Dickinson Drive, from Ponce de Leon Blvd. to Geo. E. Merrick St.

Ave. Levante, from Pavia St. to Henry King Stanford Drive (Miller Drive).

Wm. E. Walsh Ave., from Theo. Dickinson Dr. to Geo. E. Merrick St.

- B. Dimension of proposed vacation: Length in feet: (See following)
Width in feet: (See following)

B. (Continued)

Street	From	To	Length	Width
Theo. Dickinson Drive	Ponce de Leon Wm. E. Walsh	WM. E. Walsh Avenue	353'	60'
Theo. Dickinson Drive	Avenue Theo. Dickinson	Geo. E. Merrick St.	1979'-310'=1669'	60'
WM. E. Walsh Avenue	Drive	Geo. E. Merrick St.	1542'	60'
Geo. E. Merrick St.	Ponce de Leon Wm. E. Walsh	Wm. E. Walsh Avenue	340'	60'
Geo. E. Merrick St.	Avenue Theo. Dickinson	Theo. Dickinson Drive	430'	60'
Geo. E. Merrick St.	Drive	Pavia St.	513'	60'
Geo. E. Merrick St.	Pavia St.	Henry King Stanford Drive	88'	60'
Pavia St.	Geo. E. Merrick St.	Ave. Levante	497'	60'
Ave. Levante	Pavia St.	Henry King Stanford Drive	352'	60'
Henry King Stanford Drive	Ponce de Leon Blvd.	Ave. Levante	300'	100'
Henry King Stanford Drive	Ave. Levante	Geo. E. Merrick St.	530'	100'
Henry King Stanford Drive	Geo. E. Merrick St.		310'	100'

Note: Street dimensions are based on centerline of intersection calculations and are rounded to the nearest foot.

3. If applicant is going to dedicate property for a Substitute Street or Alley, describe the property to be dedicated for such substitution.

Additional Streets or other Rights of Way will not be dedicated as substitutes for this application. (See Letter of Intent and Part 4 following.)

4. Reason for the requested abandonment, vacation and closure.

The subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

Security

There are approximately 9,300 students at the University, and 3,000 employees, faculty, and staff. On a daily basis, 150-300 visitors also are present on campus. In addition, approximately

4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

The University currently has a guard house and guard gates at Stanford Drive, and security gates at Dickinson and Merrick Drives. Stanford Drive is the primary entrance to the University for visitors, and the guard house is staffed 24 hours a day in order to provide directions, parking information and security. The security gates at Dickinson and Merrick Drives are not manned, and are only closed between the hours of 12:30am and 5:45am although the campus is accessible for those with proper card access during those hours at Stanford Drive.

Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of ingress and egress and speed limits.

Maintenance

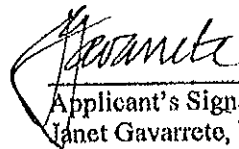
The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus.

Design Continuity and Street Improvements

One of the identifying features of the University of Miami is its lush, well maintained and verdant campus. This natural theme extends from the face of buildings, across green quadrangles and teaching spaces, to the edge of the streets. Despite their primary functional use, the streets are an integral part of the fabric of the campus and provide the first campus experience for visitors, students and staff. The University can include design features on its campus streets such as bike paths, that are of high importance to students, but that may not be as critically necessary for the City. Streetscapes can be harmonized to blend with the University atmosphere.

Campus Improvements

University development is guided by a 20-year Master Plan that includes only preliminary footprints for actual buildings. Occasionally, permission has been asked and granted for streets to be rerouted in order to best accommodate proposed building footprints. Having the streets under University ownership will facilitate any future instances where it would be beneficial to change the routing of a street or pedestrian crossing as part of the city process for changes to the master plan and building permit process. As the campus evolves, street layouts, campus gateways and pedestrian crossings may need to be altered or enhanced to create more efficient access and egress, and this request would simplify permitting.



Applicant's Signature
Janet Gavarrete, RLA
Associate Vice-President
University of Miami

APPLICANTS:

Greater Miami Hillel
Foundation, Inc.
Name (Print)

Signature

1100 Stanford Drive
Coral Gables, FL 33146-2002
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3803, Page 453
Deed

The Diocese of Southeast
Florida, Inc.
Name (Print)

Signature

525 NE 15 Street
Miami, FL 33132-1411
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3815, Page 201
Deed

Florida Baptist Convention,
Inc.
Name (Print)

Signature

1230 Hendricks Avenue
Jacksonville, FL 32207-8619
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

Deed Book 3826, Page 31
Deed

Trustees for the Christian Science
Organization, University of Miami,
Inc.
Name (Print)

Signature

1115 Levante Street
Coral Gables, FL 33146-2506
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 1609, Page 72
Deed

The Board of Trustees of the Florida
Annual Conference of the United
Methodist Church, Inc.
Name (Print)

Signature

450 Martin Luther King, Jr. Ave,
1440 East McDonald Street
Lakeland, FL 33801-5641 33815
Mailing Address (same)

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 8474, Page 335
Deed

Action by:
Development & Review Committee

Date

Date

Date

City Commission:

Planning Department

Memoranda: _____

**THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
STREET AND ALLEY VACATION GUIDELINES**

Please read carefully and comply with all instructions which apply to your request in order to avoid an incomplete application and resultant delay.

LIMITATION AUTHORITY

The Development Review Committee is charged with the responsibility of making an investigation, holding hearings, and submitting recommendation to the City Manager on requests for street and alley vacations. The hearing determination of vacating a street and alley is vested with the City Commission.

PRELIMINARY REVIEW

It is advisable to discuss the application with the staff of the Engineering Division in order to avoid filing is completely future or incomplete application.

INCOMPLETE APPLICATION

All required exhibits and supplementary data must be submitted at the same time as the application is filed, or the application will be determined to be incomplete. Incomplete applications will not be accepted and will be returned to the applicant.

FILING AND HEARING FEES

At the time of filing the application, the applicant shall pay a filing fee of \$1,500 (Ordinance 0-2004-34, Section 5) to pay the cost of processing the application.

EXHIBITS AND DATA

A. GENERAL: All exhibits and data submitted in connection with the application becomes a part of the public records of the City of Coral Gables.

B. LETTER OF INTENT: All applicants must be accompanied by a letter of intent. Please describe in detail in the letter of intent the proposed use of the vacated property, also explain to what extent the request would serve the public benefit which would warrant the granting of the request. The letter of intent shall also contain a statement that all costs relative to the relocation of any and all utilities, pavements, sidewalks, curbing and removal of same where discontinued shall be borne by the applicant.

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1. Location of power poles.
2. Location of telephone poles.
3. Location of underground telephone, power lines.
4. Location and size of water lines.
5. Location and size of gas lines.
6. Location of sanitary sewer lines.
7. Location and size of stormwater lines.
8. Location and size of soakage pits.
9. Location of all manholes.

D. **WAIVER OF OBJECTION:** Attach letter from the following utility companies stating whether or not they have objections to the vacation of the street and/or alley.

1. Miami-Dade Water & Sewer Department (Mr. Ballesteros 305-669-7650)
2. Florida Power & Light Company (Mr. Victor Muñoz 305-552-4056)
3. Bell South (Mr. Richard Johnson 305 663-8222)
4. City Gas Company of Florida (Mrs. Ana Del Pino 305-835-3612)
5. Comcast (Mr. Leonard Maxwell 954-538-9394)
6. A T & T (Mr. Wess Parsons 786-295-9528)
7. XO Communication and all other Telecommunication Companies.
8. City of Coral Gables Utilities Div. (Mr. Bill Rothman 305-460-5005)

Contact 305-460-5026 for contact persons and mailing addresses.

PLEASE NOTE:

1. No hearing will be scheduled or heard on an incomplete or inaccurate application.
2. Application forms are available at the City of Coral Gables, Engineering Division, 2800 S.W. 72 Avenue, Miami, Florida (Telephone # 305-460-5026).
3. Checks for application fee shall be payable to the CITY OF CORAL GABLES.
4. It is advisable to discuss your application with the staff of the Engineering Division in order to avoid a completely futile or incomplete application.

THIS APPLICATION, WITH ALL REQUIRED SUPPLEMENTAL DATA AND INFORMATION, MUST BE COMPLETED IN CONFORMITY WITH THE ATTACHED INSTRUCTIONS AND THEN RETURNED TO THE SECRETARY OF THE STREET AND ALLEY VACATION COMMITTEE WITH THE APPROPRIATE APPLICATION FEE.

I HAVE READ AND UNDERSTAND THE FOREGOING INSTRUCTIONS.

10-15-2010
DATE

University of Miami
By: Janet Gavarrete, AVE
APPLICANT (PRINT OR TYPE)


APPLICANT'S SIGNATURE



Carlos Alvarez, Mayor

Attachment 

Water and Sewer
P. O. Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 305-665-7471

miamidade.gov

October 14, 2010

VIA U.S. MAIL

Mr. Jim Kay, P.E., Engineering Supervisor
City of Coral Gables Public Works Department
2800 SW 72nd Avenue
Miami, Florida 33155
305. 416 5069
jkay@coralgables.com

RE: Road Closing Petition University of Miami Main Campus
Sections 19-54-41 and 30-54-41

Interior roads within UM Main Campus, as depicted on said Topographic Survey prepared for Street vacation, prepared by PBS&J, dated 07-08-2010, Job No. 100001168 0066.03, submitted to this office for review:

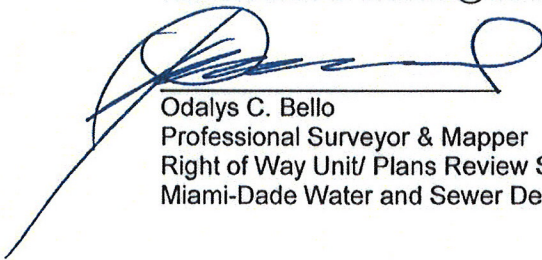
- Stanford Dr. (northwesterly of Ponce De Leon Blvd. ending on cul-de-sac)
- Pavia Street (between Geo E. Merrick Street and Levante Ave)
- Levante Ave (between Pavia Street and Stanford Drive)
- Theo Dickinson Drive (between Ponce De Leon Blvd. and Geo E. Merrick Street)
- WM Walsh Avenue (between Theo Dickinson Drive and Geo E. Merrick Street)

Dear Mr. Kay:

The Miami-Dade Water and Sewer Department (MDWASD) owns and operates existing sewer facilities located within the boundaries of the above referenced portions of right-of-way. MDWASD does not object to the road closures **with the condition that the full width of the existing right-of-way be reserved as a Permanent Utility Easement** with the right and privilege to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water and sewer transmission and distribution facilities and all appurtenances thereto, with full right of ingress thereto and egress therefrom on the right-of-way that is to be closed. No permanent structures will be allowed within the easements, except as standard right of way improvements. MDWASD will not be held responsible for the restoration of pavers, ornamental brick and others except of asphalt in case of a main repaired.

In order to update and maintain our records, MDWASD requests that we be notified once the City Council officially approves this petition.

Should you have any questions regarding this matter, please contact Odalys C. Bello, PSM at 786. 268 5268 or at obello@miamidade.gov.



Odalys C. Bello
Professional Surveyor & Mapper
Right of Way Unit/ Plans Review Section
Miami-Dade Water and Sewer Department

C: Sergio A. Garcia, P. E., Manager Plans Review Section. M-DWASD
Patricia Hernandez, Director's Office M-DWASD
file

Delivering Excellence Every Day



AT&T Florida
9101 SW 24 St
Miami, FL 33165

T: 305-222-8745
F: 305-221-0974
www.att.com

October 8, 2010

Mr. James Kay, PE
City of Coral Gables Public Works Dept
2800 SW 72 Ave
Miami, FL 33155

Re: Interior Street Vacations – University of Miami Main Campus
Coral Gables, Florida

Mr. Kay,

This letter shall serve as notice active AT&T Florida (BellSouth) facilities of record exist within the public right of way proposed to be vacated as referenced. BellSouth Telecommunications, Inc. d/b/a AT&T Florida has no objection to the proposed vacations provided easements are dedicated and/or other provisions made to provide for continued legal occupation of the property by this utility for access to add and maintain the facilities for uninterrupted communication services.

This information is based on existing AT&T Florida records and the TOPOGRAPHIC SURVEY PREPARED FOR THE UNIVERSITY OF MIAMI PROPOSED STREET VACATIONS AT MAIN CAMPUS prepared by PBS&J dated July 8, 2010.

Please contact me for any additional information you may require in this regard.

Sincerely,

Bernabe Macias, Jr., Director
SE Network Operations Const/Eng – SFL District

cc: Orlando Soto, AT&T FL
Kathy Reed, AT&T FL
Manny Hernandez, AT&T FL
on Steve Massie, A&T FL
Douglas Deans, PBS&J



Engineering – Design Department
2601 SW 145th Ave Miramar, FL 33027

Thursday, September 23, 2010

Mr. Jim Kay, P.E.
Engineering Supervisor
City of Coral Gables_ PWD
2800 SW 72nd Ave
Miami, FL 33155

RE: **Letter of No Objection**
Interior Street Vacation: For The Main Campus Of
The University Of Miami, City of Coral Gables, FL
PBS&J Job Number: 10001168 0066.02
Comcast MUID 4107_D / Node: P07

Dear Mr. Kay, P.E.:

Please Be Advised, ...in reference to the **Interior Street Vacation For Main Campus Of The University Of Miami, City of Coral Gables, FL, ... Theo Dickerson Dr., W.M. Walsh Ave., Geo. E. Merrick St. , Pavia St / Ave Levante and Stanford Dr. and parcels 1-6.** ... Comcast has *no objection* to the proposed vacation of the identified streets as outlined in the PBS&J Survey for the above ref. project.

Should you have any further question, please feel free to call me at 1-954-447-8405 fax 1-954-534-7083 or e-mail at Leonard_Maxwell-Newbold@cable.comcast.com

Sincerely,

Leonard Maxwell-Newbold

Digitally signed by Leonard Maxwell-Newbold
DN: cn=Leonard Maxwell-Newbold,
o=Comcast ABB Management Corp.,
ou=Comcast Regional Design Center,
email=leonard_maxwell-newbold@cable.comcast.com, c=US
Date: 2010.09.23 12:28:01 -04'00'

Leonard Maxwell-Newbold
Regional Permit Administrator
Comcast / Southern Division (RDC)
9/23/2010 12:27:37 PM

cc: **PBS&J** (Douglas W. Deans) Folder
File

MUID #4107_D~ 9/23/2010 12:27:37 PM



955 E. 25th St.
Hialeah, FL 33010

Thursday, September 23, 2010

Mr. Jim Kay, P.E.
Engineering Supervisor
City of Coral Gables_ PWD
2800 SW 72nd Ave
Miami, FL 33155

RE: Letter of No Objection

Interior Street Vacation: For The Main Campus Of
The University Of Miami, City of Coral Gables, FL
PBS&J Job Number: 10001168 0066.02
Florida City Gas

Dear Mr. Kay, P.E.:

In regards to the Interior Street Vacation For Main Campus Of **The University Of Miami, City of Coral Gables, FL, ... Theo Dickerson Dr., W.M. Walsh Ave., Geo. E. Merrick St. , Pavia St / Ave Levante and Stanford Dr.** and parcels 1-6. Florida City Gas has *no objection* to the proposed vacation of the identified streets as outlined in the PBS&J Survey for the above ref. project.

Should you have any further question, please feel free to call me at 1-305-835-3632 fax 1-305-835-6491 or e-mail at dpinkney@aglresources.com.

Sincerely,

Mr. Dexter Pinkney
Engineer Technician
Engineering Department

305-835-3632 office
305-796-5706 mobile
305-835-6491 fax
dpinkney@aglresources.com



Florida Power & Light Company, 122 SW 3rd Street, Miami, FL 33130
Phone: 305-377-6012, Fax: 305-377-6010

October 21, 2010

Mr. James Kay, PE
City of Coral Gables Public Works Department
2800 SW 72nd Avenue
Miami, FL 33155

Re: University of Miami Street Vacations - FPL Letter of No Objection

Mr. Kay:

This letter serves as notification of the existence of FPL facilities within the City of Coral Gables right-of-way that is designated to be vacated and turned over to the University of Miami. FPL does not object to the proposed vacation of the streets shown on the Topographic Survey created by the University of Miami provided that easements are created to allow for access/ safe operation and maintenance of all existing FPL facilities within the proposed area.

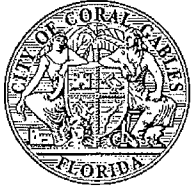
Please be advised the Topographic Survey submitted does not show all of the existing FPL utilities and their locations will need to be determined and recorded at a future date.

Please contact me if you wish to discuss.

Regards,

Robert LLodra
Senior Engineer
Central Service Center
(305) 377-6012 (office)

cc. Rick Ratcliff, FPL
Ray Sanchez, FPL
Rita Suarez, FPL



The City of Coral Gables

October 21, 2010

Public Works Department

2800 SW 72 AVENUE
MIAMI, FLORIDA 33155

Douglas Deans, PSM, Post, Buckley, Schuh and Jernigan
% Jacqueline Guevara
Campus Planning and Development
University of Miami
1535 Levante Avenue, Suite 205
Coral Gables, Florida 33146

Dear Mr. Deans:

RE: Waiver of Objections for Requested Right-of-Way Vacations at University of Miami Campus

In reference to a request by the University of Miami to vacate the streets, avenues and drives within the area bounded by the westerly right-of-way line of Stanford Drive, Ponce de Leon Boulevard, and the Mahi Waterway, please know that the Public Works Department (Utilities Division) has no objections to the proposed vacations and/or closings provided that access for City vehicles, equipment and personnel be granted at all times for the purpose of maintaining its stormwater infrastructure.

Thank you for the opportunity to comment. If you need additional information, please do not hesitate to contact our Engineering Division, Mr. James J. Kay, P.E., Supervisor, at 305-460-5069.

Sincerely,


Glenn Kephart
Public Works Director

C: James J. Kay, P.E., Engineering Division Supervisor
Lina Hickman, Civil Engineer, Permits Section

CITY OF CORAL GABLES

-MEMORANDUM-

TO: PATRICK SALERNO
CITY MANAGER

DATE: NOVEMBER 22, 2010

FROM: GLENN R. KEPHART, P.E.
PUBLIC WORKS DIRECTOR

SUBJECT:
DRC REVIEW AND COMMENTS –
ABANDONMENT AND VACATION
OF INTERNAL STREETS WITHIN
THE UNIVERSITY OF MIAMI
CAMPUS

At the November 19, 2010, Development Review Committee (DRC) meeting City staff reviewed the application by the University of Miami to abandon and vacate the following streets all within the campus boundaries: Theodore Dickinson Drive, William E. Walsh Avenue, George E. Merrick Street, Henry King Stanford Drive, Pavia Street and Levante Avenue. This request is for the transference of ownership from the City of the above listed streets to the University of Miami. The applicant has proffered public easements for the full width of the vacated rights-of-way in order to provide access for law enforcement, fire and life safety, code enforcement and any and all other municipal purposes.

In accordance with Section 62-262 of the City Code, property owners within 1,500 feet of the University campus were notified by letter on October 27, 2010 of the DRC's public meeting where the University of Miami's application would be reviewed. Utility companies and certain government agencies, as well as City departments and offices, were also notified of the DRC meeting.

Public Works recommends approval of the University of Miami application to abandon and vacate the following streets all within the campus boundaries: Theodore Dickinson Drive, William E. Walsh Avenue, George E. Merrick Street, Henry King Stanford Drive, Pavia Street and Levante Avenue subject to the following conditions and provisions, as brought forward at the DRC meeting:

- The vacation of the rights of way shall be subject to continued enforcement of all public utility easements within the rights of way.
- Provisions shall be made for 24-hour access for utility owners and City personnel to enter upon these easements.
- The public rights-of-way to be abandoned are not considered an integral part of the overall City street system.

DRC Review and Comments
Abandonment and Vacation of Internal Streets within
the University of Miami Campus
Page 2

- The proposed vacations will not impact properties and traffic movements of the geographic area within 2,500 feet of the proposed vacations.
- The proposed vacations shall not impede emergency vehicular access to adjacent easement properties or solid waste pick-up arrangements within the street vacations.
- 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.
- 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.
- 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.

Attachments

1. DRC Minutes
2. Public Notification Letter

cc: Maria Menendez, Assistant City Manager
Jesse Medina, Police Sergeant
Robert Lowman, Division Fire Chief
Martha Salazar Blanco, Zoning Official
Sebrina Brown, Concurrency Administrator
Manuel Lopez, Building Official
Carlos Mindreau, City Architect
Eric Riel, Planning Director
Kara Kautz, Historic Preservation Officer
Dan Keys, Public Service Director
Kevin Kinney, Parking Director
Walter Reed, Fire Chief

**THE CITY OF CORAL GABLES
DEVELOPMENT REVIEW COMMITTEE LEVELS I AND II RECAP
NOVEMBER 19, 2010
CORAL GABLES CITY HALL, 405 BILTMORE WAY,
COMMISSION CHAMBER, CORAL GABLES, FLORIDA**

The meeting was scheduled to be held in the Commission Chamber at Coral Gables City Hall, 405 Biltmore Way, Coral Gables, Florida, commencing at 9:30 a.m.

MEMBERS:

ATTENDANCE

Manuel Lopez, Building Department	P
Carlos Mindreau, City Architect	P
Sebrina Brown, Concurrency Department	P
Robert Lowman, Fire Department	P
Kara Kautz, Historic Preservation Officer	P
Kevin Kinney, Parking Director	P
Eric Riel, Planning Department	P
Sgt. Jesse Medina, Police Department	P
Dan Keys, Public Service Department	P
Glenn Kephart, Public Works Department	P
Martha Salazar-Blanco, Zoning Department	P

STAFF:

John Abbott, Secretary	P
------------------------	---

FUNCTION AND PURPOSE:

The Development Review Committee (D.R.C.) is an administrative committee, which reviews projects of varying scope that may require additional review before the City Commission and / or the various development review Boards appointed by the City Commission (the Boards). The D.R.C. is an administrative and technical committee which reviews policy issues and technical issues raised by a development project. The D.R.C. is a consolidation of other administrative committees, such as the Preliminary Review Committee, Street and Alley vacation Committee, Landscape Encroachment Review Committee and other administrative reviews and approvals that may be created. In addition to replacing the aforementioned City committees, the D.R.C. will provide a public forum for the administrative departments of the City to comment and/or act on application or requests including projects of varying scope such as Plats and Replats, Planned Area Developments, Development Agreements, administrative review of off-site landscaping and set back approvals pursuant to the Mediterranean Architectural Regulations. The D.R.C. is intended to streamline and coordinate the review of the development process by identifying and addressing all of the issues that will subsequently be heard by the City Commission and/or other land development boards of the City; therefore, minimizing the number of reviews by the City Commission and the Boards, and providing applicants with a single administrative committee at which they can be provided input, advice and comments regarding all applicable provisions and regulations applicable to the development applications, projects or similar reviews. On all applications referenced in this article, the D.R.C. shall conduct a public review of projects. Public review by the D.R.C. shall occur when the application is filed with the appropriate department for review. The review of projects and comments on development proposals by the D.R.C. shall not be construed to be an approval of any project presented to the Development Review Committee.

The meeting was called to order at 9:30 a.m. by the Chairperson, and the Chairperson announced the following rules of procedure for the hearing:

1. The applicant will be given an opportunity to present their proposal and address each of the items of their request.
2. The committee will then discuss the proposal.

1. DR-10-11-2824
Beirut Restaurant

1563-67 Sunset Road

The Applicant proposes to open a restaurant in the existing location.

COMMITTEE'S COMMENTS:

BUILDING OFFICIAL

- This is a change of occupancy. See Chapter 9 Fla. Bldg. Code Existing Buildings.

CITY ARCHITECT

- Comments pending www.cmindreau@coralgables.com

CONCURRENCY

- Comments pending www.sbrown@coralgables.com

FIRE DEPARTMENT

- Provide a 1/4" = 1'-0" scaled floor plan indicating seating arrangement, fire extinguisher, exit sign & emergency lighting location.
- Provide kitchen equipment layout & hood suppression details.

PUBLIC WORKS

- Parking analysis needs to be completed and required spaces shown on site plan including circulation pattern.

PUBLIC SERVICE

- Work out the proper location for dumpsters in accordance with City Codes.

ZONING

- Change of use from office to restaurant requires up to 14 parking spaces
- Provide plans on how the off-street parking will be provided
- Outdoor seating has a maximum percentage that is allowed
- The use of Hookah bar needs to be discussed
- Set up appointment to see me. Call Annita Diaz at 305-476-7223 or email her at aldiaz@coralgables.com

2. DR-10-01-4601
Street Vacations

UM Campus

BUILDING OFFICIAL

- No comments

CITY ARCHITECT

- Comments pending www.cmindreau@coralgables.com

CONCURRENCY

- Comments pending www.sbrown@coralgables.com

POLICE

- No modifications to streets.

FIRE DEPARTMENT

- That the University be required plans and drawings identifying all roadways within the campus as being dedicated "fire access roads" per NFPA 1 -18.1.1.1
- Those said plans identify all roads, parking lots lanes, and fire apparatus staging lanes per NFPA 1- 18.2.3.1.2.
- That any future Traffic Control Designs be submitted to the Fire Department for approval prior to any installation per NFPA 1-18.2.3.4.7
- That all fire access roads and lanes be maintained and prohibited from obstruction thereafter per NFPA 1-18.2.3.5.1
- That the appropriate specific language be drafted and incorporated into the record binding the above recommendations as part of the approval process.

PUBLIC WORKS

- Public Works has reviewed this application and in accordance with Section 62-262 of the City Code property owners within 1,500 feet of the University campus were notified by letter on October 27, 2010, and separate letters of notification were mailed to utility companies and government agencies that may be affected by this action. In addition, copies of the application were sent to City departments and offices for review and comment.
- In consideration of this requested action Public Works has determined that:
 - The streets currently are local streets that function to serve the internal circulation of the University of Miami Campus, and as such, the vacation and abandonment of these streets should have no negative effect on the overall City transportation system outside the Campus boundaries
 - The Public works Department has no objections to the abandonment and vacation of the streets as proposed conditioned on the following provisions:
 - The full-width of the existing rights-of-way shall be reserved as permanent utility easements with certain rights and privileges and no permanent structures should be allowed within these easements.
 - 24-hour access for Public Safety, Utility owners and City personnel shall be provided to these easements.
 - The City shall maintain ownership and maintenance responsibility for its existing storm sewer system.

PUBLIC SERVICE

- No comments

PLANNING

- The application is subject to review pursuant to the Zoning Code Division 12, titled "Abandonment and Vacations," and the Department has provided applicable comments to the applicant as a part of that process. The DRC comments from City Departments will be provided to the Planning and Zoning Board and City Commission. Any conditions of review provided by the DRC shall be provided as conditions of review before the Board and City Commission.
- The application is scheduled for Planning and Zoning Board consideration on November 30, 2010 and by the

City Commission on December 14, 2010 and January 11, 2011.

PARKING

- No change to parking meter locations.

HISTORIC

- No comments.

ZONING

- Zoning recommends approval
- No comments based on what has been submitted

3. DR-10-11-2828

10901 Old Cutler Road

Botanical Education Facility

The Applicant proposes to build an education facility at Fairchild Tropical Gardens.

COMMITTEE'S COMMENTS:

BUILDING OFFICIAL

- No comments

CITY ARCHITECT

- Comments pending www.cmindreau@coralgables.com

CONCURRENCY

- Comments pending www.sbrown@coalgables.com

POLICE

- During construction contractors should use care with entering the property due to narrow entrance and pedestrian traffic.
- No parking allowed outside on Old Cutler Road.

FIRE DEPARTMENT

- Provide a complete ¼" = 1'-0" life-safety plan indicating the following: fire extinguisher, exit sign & emergency light locations on plans

PUBLIC WORKS

- No comments

PUBLIC SERVICE

- No comments

PLANNING

- No comments

PARKING

- No comments

HISTORIC

- Submit Historical Significance Request for proposed demolition of existing building(s)

- Any site features being disturbed? Take care to protect Gatekeeper's House, gate, coral rock walls, etc. during construction.
- At time of Board of Architects presentation, provide a contextual elevation of proposed building with Gatekeeper's House shown.
- Site plan shows "future building" – defined?
- Any site features being disturbed? Take care to protect existing site features, pergola, coral rock walls, etc. during construction.

ZONING

- Contact Martha Salazar-Blanco, Zoning Official – 305-460-5240 msalazar-blanco@coralgables.com for zoning analysis for this project.

4. DR-10-11-2865 Exhibition Center

10901 Old Cutler Road

The Applicant proposes to build an exhibition center at Fairchild Tropical Gardens.

COMMITTEE'S COMMENTS:

BUILDING OFFICIAL

- No comments

CITY ARCHITECT

- Comments pending www.cmindreau@coralgables.com

CONCURRENCY

- Comments pending www.sbrown@coralgables.com

POLICE

- During construction contractors should use care with entering the property due to narrow entrance and pedestrian traffic.
- No parking allowed outside on Old Cutler Road.

FIRE DEPARTMENT

- Provide a complete 1/4" = 1'-0" life-safety plan indicating the following: fire extinguisher, exit sign & emergency light locations on plans

PUBLIC WORKS

- No comments

PUBLIC SERVICE

- No comments

PLANNING

- No comments

PARKING

- No comments

HISTORIC

- Submit Historical Significance Request for proposed demolition of existing building(s)
- Any site features being disturbed? Take care to protect Gatekeeper's House, gate, coral rock walls, etc. during construction.
- At time of Board of Architects presentation, provide a contextual elevation of proposed building with Gatekeeper's House shown.
- Site plan shows "future building" – defined?
- Any site features being disturbed? Take care to protect existing site features, pergola, coral rock walls, etc. during construction.

ZONING

- Contact Martha Salazar-Blanco, Zoning Official – 305-460-5240 msalazar-blanco@coralgables.com for zoning analysis for this project.

THE CITY OF CORAL GABLES
DEVELOPMENT REVIEW COMMITTEE

John Abbott, Code Compliance Specialist
Secretary

Public Meeting Courtesy Notification

City of Coral Gables
Public Works Department
2800 SW 72 Avenue
Miami, Florida 33155

Email: pwdepartment@coralgables.com

Telephone: (305) 460-5000

Fax: (305) 460-5080

October 27, 2010

Subject: Courtesy Notice of Public Meeting
Application No. PW-10-09-4998

Dear Property Owner:

The City of Coral Gables Development Review Committee will be considering at a public meeting the following:

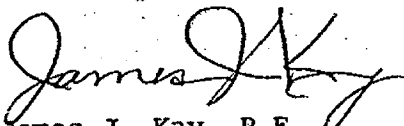
Application No. PW-10-09-4998. University of Miami - Abandonment and Vacation of Public Rights-of-Way. In accordance with Section 62-263 of the Coral Gables City Code, the City's Development Review Committee shall consider an application by the University of Miami for the abandonment and vacation of the following public rights-of-way identified as: Theo. Dickenson 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. The above roads/rights-of-way are internal to the campus and shall physically remain in the same condition. The application is for the transference of ownership, and is not a closure of the roads/rights-of-way. (A map of the roads/right-of-ways is on the back of this notice.)

The Development Review Committee will hold a public meeting to consider the above subject matter in the Commission Chambers, 2nd Floor, City Hall, 405 Biltmore Way, Coral Gables, Florida, on November 19, 2010 at 9:30 a.m. The Planning and Zoning Board will also conduct a public hearing on November 30, 2010, to consider complementary Application No. 09-10-120-P to the above application. The public is invited to attend, but no testimony will be taken at the meeting of the Development Review Committee. The Committee's technical and professional comments shall be forwarded to the Planning and Zoning Board and shall become part of the record.

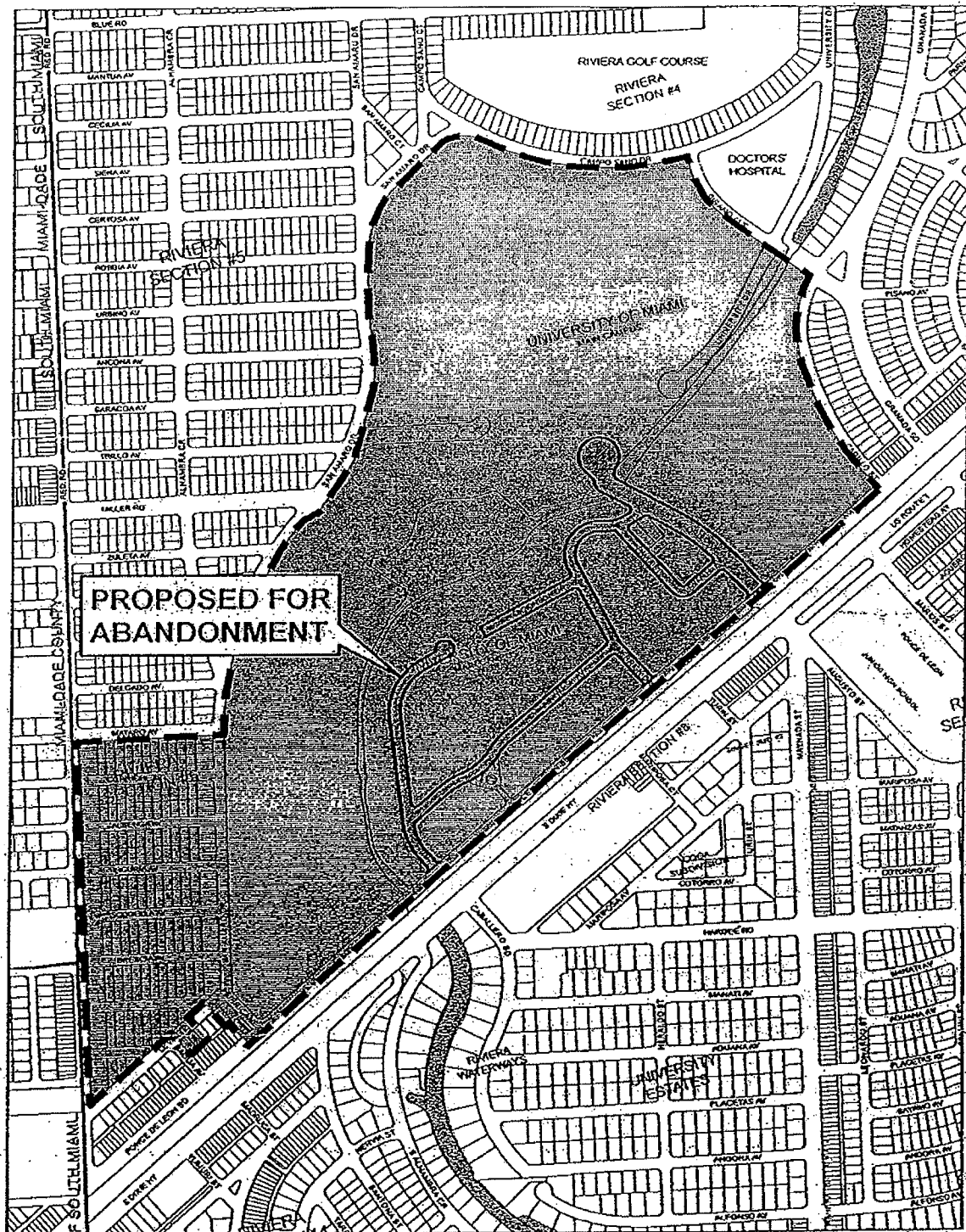
You may provide comments in writing and/or verbally at the Planning and Zoning Board Hearing. This item is also tentatively scheduled to be heard before the City Commission on December 14, 2010 and January 11, 2011.

If you have questions related to this issue please contact James J. Kay, Public Works Department, City of Coral Gables, at 305-460-5000.

Sincerely,



James J. Kay, P.E.
Engineering Division Supervisor
Public Works Department
City of Coral Gables



November 24, 2010

Letters Received from Property Owners – Planning Department
Application No. 09-10-120-P (University of Miami – Abandonment and Vacation of Non-Fee Interests)

	Date Received	Name and Address	Object	No Objection	Comments (Verbatim)
1.	11 03 10	Ruth W. Mims	X		
2.	10 26 10	Dr. Ted Aidman, PHD 8325 Cheryl Lane Miami, FL 33143	X		If in anyway there is any blocking of my building of 1530 Levante Ave. and my accompanying vacant lots in which there may be planned building, I need to be reassured that there will be no blockage of Building plans
3.	10 26 10	Priscilla R. Helmers 1439 Urbino Avenue Coral Gables, FL 33146		X	
4.	10 26 10	Wm. R. Middelthon, Jr. 1441 Baracoa Avenue Coral Gables, FL 33146	X		Public streets inside campus should not be abandoned. Streets should remain open. I cannot imagine a valid justification for this.
5.	10 26 10	Rose Landou 1205 Mariposa Avenue Apt. 226 Coral Gables, FL 33146		X	
6.	10 26 10	Robert E & Elizabeth Gallagher, Jr. 1137 Campo Sano Avenue Coral Gables, FL 33146		X	We strongly support & endorse the application of the University of Miami and urge the Planning & Zoning Board's approval & recommendation to the City Commission.

Attachment **E**