



Development Agreement Annual Report 2011-2012

**Prepared by the University of Miami
For the City of Coral Gables
Submitted August 28, 2012**



August 28, 2012

Mr. Patrick Salerno
City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

RE: Development Agreement Annual Report

Dear Mr. Salerno:

Pursuant to Section 49 of the Development Agreement between the City of Coral Gables and the University of Miami dated September 28, 2010, enclosed is the Development Agreement Annual Report prepared by the University of Miami for the period from September 28, 2011 to September 27, 2012.

The enclosed Annual Report documents the University's and the City's compliance with the requirements of the Development Agreement.

Please review the Annual Report and let us know if it is sufficient to allow you to prepare the written report that is presented to the City Commission at a duly noticed public meeting for review and approval, pursuant to Section 49 of the Development Agreement.

If you have any questions, please let me know.

Sincerely,


Joe Natoli
Sr. Vice President for Business & Finance, & CFO
University of Miami

DEVELOPMENT AGREEMENT ANNUAL REPORT

TABLE OF CONTENTS

| | <u>Page Number</u> |
|--|--------------------|
| 1. PREFACE | 1 |
| 2. STATUTORY PROVISION (SEC. 163.3235 F.S.) | 2 |
| 3. JOINT OBLIGATIONS OF CITY AND UNIVERSITY | 3 |
| a. ANNUAL MEETING | 3 |
| b. ANNUAL REVIEW | 4 |
| 4. CITY OBLIGATIONS | 5 |
| a. COMPREHENSIVE PLAN AMENDMENTS | 5 |
| b. ZONING CODE AMENDMENTS AND CHANGE OF ZONING DISTRICT | 5 |
| c. BANK UNITED CENTER | 6 |
| i. INCREASE IN SEATING CAPACITY | 6 |
| ii. SALE OF ALCOHOL | 6 |
| d. INTERNAL ROAD AND ACCESS | 7 |
| e. CONVEYANCE OF INTERNAL STREETS AND WATERWAYS | 9 |
| f. RE-CONVEYANCE OF FIRE STATION PROPERTY | 11 |
| g. RECORDING OF AGREEMENT AND SUBMISSION TO THE DEPARTMENT OF COMMUNITY AFFAIRS | 12 |
| 5. UNIVERSITY OBLIGATIONS | 12 |
| a. MONETARY OBLIGATIONS | 13 |
| i. CONSIDERATION AND MITIGATION | 13 |
| b. NON-MONETARY OBLIGATIONS | 15 |
| i. GABLES FELLOWS PROGRAM | 15 |
| ii. LECTURE SERIES | 16 |
| iii. PERFORMANCE AND CONCERT SERIES | 17 |
| iv. "MEET THE DOCS" HEALTH CARE PROGRAM | 19 |
| v. HURRICANE ATHLETICS TICKET PROGRAM | 20 |
| vi. BANK UNITED CENTER TICKETS PROGRAM | 21 |
| vii. PONCE DE LEON BEAUTIFICATION IMPROVEMENTS | 21 |
| viii. CONSULTING SERVICES | 23 |
| ix. STUDENT ENROLLMENT | 24 |
| x. USES, INTENSITY OF USE, PUBLIC FACILITIES, RESERVATIONS | 25 |
| xi. MISCELLANEOUS USES AND TEMPORARY OCCUPANCIES | 26 |
| xii. MOBILITY PLAN | 28 |
| xiii. ENCROACHMENTS | 29 |

LIST OF APPENDIXES

1. Ordinance No. 2010-31 – Development Agreement
2. Development Agreement
3. Ordinance No. 2010-29 - Comprehensive Plan Amendment
4. Ordinance No. 2010-34 – Zoning Code Amendment
5. Ordinance No. 2010-35 - Change in Zoning District
6. Resolution No. 2003-7 – Sale of Liquor at Bank United Center
7. Bank United Center Complex (BUCC) Event Management and Security Plan
8. Ordinance No. 2007-16 – UMCAD 2006 Amendments
9. Declaration of Covenants and Restrictions recorded on October 3, 2007 in the public records of Miami-Dade County at OR Book 25968, Pages 4593-4609
10. Ordinance No. 2011-03 - Vacations of Streets
11. Easement of Access
12. Easement as to Parking Meters
13. Deed for Conveyance of Waterways
14. Campus Ownership Map
15. Deed for Re-Conveyance of Fire Station Property
16. Letter of Submittal of Development Agreement to Department of Community Affairs
17. Student Enrollment Report for Fall Semester, 2011
18. University of Miami Mobility Plan 2012
19. Encroachment Study
20. Appendix 20 is the Miscellaneous Uses and Temporary Occupancies Report for the 2011-2012 school year

1. PREFACE

Pursuant to Ordinance No. 2010-31, adopted September 28, 2010, attached hereto as Appendix 1, the City of Coral Gables (“City”) and the University of Miami (“University”) entered into a Development Agreement in accordance with the Florida Local Government Development Agreement Act, section 163.3220-163.3243, F.S. (hereinafter, the “Development Agreement”). A copy of the Development Agreement is attached hereto as Appendix 2.

Section 49 of the Development Agreement provides that the University shall submit an annual report documenting the University’s compliance with the requirements of the Development Agreement at least thirty (30) days prior to the anniversary of the Effective Date of the Development Agreement.

This Development Agreement Annual Report dated August 28, 2012 satisfies the condition in Section 49 of the Development Agreement for the period from September 27, 2011 to September 27, 2012, year two (2) of the Development Agreement.

2. Statutory Provision (SEC. 163 3235 F.S.)

Sec. 163.3235 F.S. provides as follows:

Periodic review of a development agreement – A local government shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. For each annual review conducted during years 6 through 10 of a development agreement, the review shall be incorporated into a written report which shall be submitted to the parties to the agreement and the state land planning agency. The state land planning agency shall adopt rules regarding the contents of the report, provided that the report shall be limited to the information sufficient to determine the extent to which the parties are proceeding in good faith to comply with the terms of the development agreement. If the local government finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the local government.

Note that the Florida Legislature at its 2011 Legislative Session, amended Sec.163.3235 to provide as follows:

Periodic review of a development agreement – A local government shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. If the local government finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the local government.

3. JOINT OBLIGATIONS OF CITY AND UNIVERSITY

a. Annual Meeting

Sec. 5 of the Development Agreement, a copy of which is attached hereto as Appendix 2, provides as follows:

Annual Meeting

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

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

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

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

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

STATUS REPORT:

The University hosted the Development Agreement Annual Meeting on November 28, 2011 at the Newman Alumni Center.

Annual Review

Sec. 49 of the Development Agreement provides as follows:

Annual Review.

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

STATUS REPORT:

The University of Miami submitted this Development Agreement Annual Report to the City of Coral Gables on August 28, 2012, to satisfy the requirements of Sec. 49 of the Development Agreement. Sec. 49 of the Development Agreement complies with and exceeds the requirements of Sec. 163.3235 F.S.

4. CITY OBLIGATIONS

a. Comprehensive Plan Amendments

Sec. 15 of the Development Agreement provides as follows:

Comprehensive Plan Amendments.

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

STATUS REPORT:

The City of Coral Gables amended the Comprehensive Plan by Ordinance No. 2010-29 adopted September 28, 2010, attached hereto as Appendix 3. No further action is required regarding this item.

b. Zoning Code Amendments and Change of Zoning District

Sec. 16 of the Development Agreement provides as follows:

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

STATUS REPORT:

The City of Coral Gables amended the Zoning Code (text and map) by Ordinance No. 2010-34 adopted October 12, 2010, attached hereto as Appendix 4; and approved the change in zoning district application by Ordinance No. 2010-35 adopted October 12, 2010, attached hereto as Appendix 5. No further action is required regarding these items.

b. Bank United Center

i. Increase in Seating Capacity

Sec. 17 (a) of the Development Agreement provides as follows:

Bank United Center

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

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

STATUS REPORT:

No further action is required from the City regarding this item until such time that the University submits to the City an updated Bank United Center Parking and Traffic Management Program which includes an updated Events Management and Security Plan which reflects the additional seats.

ii. Sale of Alcohol

Sec. 17 (b) of the Development Agreement provides as follows:

Bank United Center Notwithstanding any prior City restriction, regulation or approval, the City and the University agree as follows

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

(1) At University Athletic and Academic Programs only in and restricted to the Hurricane 100 facilities and suites. For the purposes of this

- a. for submitting construction plans for the entire Internal Road to:
 - i. December 31, 2015, or
 - ii. the issuance of a building permit for any 2006 UMCAD amendments located north of Lake Osceola; or the issuance of a building permit for UMCAD 2006 Amendment H4, whichever occurs first;

- b. for the completion of the construction of the closure/relocation/consolidation of access drives and the realignment of the existing Miller Road to south of the arboretum to:
 - i. December 31, 2015, or
 - ii. City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H21, whichever occurs first;

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

STATUS REPORT

While the Development Agreement amended Ordinance No. 2007 16, attached hereto as Appendix 8, and the Declaration of Covenants and Restrictions attached hereto as Appendix 9, the City has not filed an amendment to the Declaration of Covenants and Restrictions in the Public Records of Miami-Dade County.

The University has obtained permits and commenced construction of the closure/relocation/consolidation of access drives and the realignment of the existing Miller Road to south of the arboretum (See Sec. 19.b. of Development Agreement). The construction of this phase of the Internal Road will be completed prior to the issuance by the City of a certificate of occupancy for the following projects, which are conditioned upon completion of this phase of the Internal Road:

UMCAD Amendment H2, the new Student Activity Center, currently under construction; and

UMCAD Amendment H21, the Frost School of Music project, currently in permitting.

e. Conveyance of Internal Streets and Waterways

Sec. 21 of the Development Agreement provides as follows:

Conveyance of Internal Streets and Waterways.

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

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

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

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

ii. a perpetual easement in favor of the City for the purposes of owning, maintaining and operating sixty (60) metered parking spaces which are located on and are a part of the internal roads which are more particularly described in Exhibit "I" attached to this Agreement; provided however, at any time after December 31, 2011 during which the amount of annual net revenue generated by the existing meters will be established, the University may relocate the sixty (60) metered parking spaces to other locations on roads within the UM Campus. The relocation of the metered parking spaces shall be subject to a determination by the City Manager, in the City Manager's discretion, that the relocated parking spaces will

generate revenue equal to or greater than the revenues generated by the meters at the original location. In the event that the parking meters are relocated, the City and the University agree that if after one (1) year of operations, the annual revenue from the parking meters is less than the annual revenue from the original sixty (60) meters, the University shall install additional parking meters to increase the annual revenue to the revenue generated by the original meters. The location of the additional metered parking spaces shall be subject to a determination by the City Manager, in the City Manager's discretion, that the additionally located parking spaces will generate sufficient revenue to be greater than the revenues generated by the meters at the original location. The City and the University agree that the parking rates to be charged for the metered parking spaces shall be as established by the City Commission from time to time. The perpetual easement for the metered parking spaces may be released at any time if the University and City agree to a buyout of the metered parking spaces for the net present value of the revenue generated by the original meters.

STATUS REPORT:

The City vacated the Streets by Ordinance No. 2011-03 adopted January 25, 2011, attached hereto as Appendix 10.

An Easement of Access, as well as an Easement as to Parking Meters were submitted to the City by the University March 30, 2011 and were recorded in the Public Records of Miami Dade County on June 16, 2011. They are attached hereto as Appendixes 11 and 12 respectively. Likewise, by Quit Claim Deed dated February 7, 2011, attached hereto as Appendix 13, the City deeded the Waterways to the University. No further action is required regarding these items.

The Campus Ownership Map, attached hereto as Appendix 14, shows that the Campus Area has increased to 239.09 acres with the conveyance of the Internal Streets and Waterways, and with the reconveyance of the Fire Station Property (see Section 4.g. below). No further action is required regarding this item.

g. Re-Conveyance of Fire Station Property

Sec. 22 of the Development Agreement provides as follows:

Re-Conveyance of Fire Station Property

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

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

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

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

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

STATUS REPORT:

By Special Warranty Deed dated February 7, 2011, attached hereto as Appendix 15, the City deeded the Fire Station Property to the City. No further action is required regarding this item. The Campus Ownership Map, attached hereto as Appendix 14, shows that the Campus Area has increased to 239.09 acres with the re-conveyance of the Fire Station Property, and with the conveyance of the Internal Streets and Waterways (see Section 4.f. above). No further action is required regarding this item.

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

Section 46 of the Development Agreement provides as follows:

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

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

STATUS REPORT:

On September 28, 2010, the City recorded the Development Agreement, attached hereto as Appendix 1, in the public records of Miami Dade County, and submitted the Agreement to the Department of Community Affairs on September 28, 2010. A copy of the submittal letter is attached hereto as Appendix 16. No further action is required regarding this item.

5. UNIVERSITY OBLIGATIONS

a. Monetary Obligations

i. Consideration and Mitigation

Sec. 25 of the Development Agreement provides as follows:

Consideration and Mitigation

The City and the University agree that:

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

earned, shall be released to the City upon the completion of the last of the following approval obligations:

- i. final action approving the Zoning Code amendments attached as Exhibit "D";
- ii. final action approving the Comprehensive Plan amendments attached as Exhibit "C";
- iii. final action approving the sale of alcohol at the Bank United Center and approval of an increase in the maximum permitted number of seats in accordance with the provision Paragraph 17;
- iv. final action vacating the internal roads in accordance with Exhibit "G" attached hereto, provided however, that in the event that the University fails to submit an application, together with a survey of the roads to be vacated on or before September 15, 2010, the vacation of the roads shall not be an approval obligation;
- v. final action conveying the Fire Station Property to the University in accordance with Exhibit "J";
- vi. final action conveying the internal waterways to the University in accordance with Exhibit "H"; and
- vii. final action granting a development order amending the campus Master Plan to authorize and approve the Health Center as a permitted use within the University Multi-use Area. In all succeeding years, the annual payments shall be due on December 1 of each year.

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

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

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

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

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

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

STATUS REPORT:

On December 1, 2011 the University paid consideration in the amount of \$1,500,000 per City's wire instructions.

b. Non-Monetary Obligations

i. Gables Fellows Programs

Sec. 6 of the Development Agreement provides as follows:

Gables Fellows Program.

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

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

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

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

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

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

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

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

STATUS REPORT:

Two students have been selected for the Gables Fellows Program: Heidi Savabi (Fall 2012 internship) and Adaeze Ajoke (Spring 2013 internship).

ii. Lecture Series

Sec. 7 of the Development Agreement provides as follows:

University of Miami's Coral Gables Lecture Series.

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

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

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

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

STATUS REPORT:

Six lectures have been held:

Carlos M.N. Eire, professor of history and religious studies at Yale University spoke November 21, 2011 on his struggle against lies about Cuba;

The University of Miami Libraries Cuban Heritage Collection held an exhibition through Spring 2012 on the Cuba-Florida Connection;

Dr. Anthony E. Fiorato, guest Engineering Lecturer at the University of Miami spoke January 23, 2012 on engineering standards;

Dr. Tudor Parfitt, Professor of Modern Jewish Studies at the School of Oriental and African Studies at the University of London spoke April 3, 2012 at 5 PM on Al-Qa'ida, Israel and Judaism;

Andrew Cogar, University of Miami School of Architecture alumnus and partner with Historical Concepts, an Atlanta-based traditional architecture firm spoke April 3, 2012 at 6 PM on architectural patterns from the past to the present; and

Dr. Eduardo Elena, Assistant Professor in the Department of History at the University of Miami and author, held a book talk April 3, 2012 at 8 PM on his book, Dignifying Argentina – Peronism, Citizenship, and Mass Consumption.

iii. Performance and Concert Series

Sec. 8 of the Development Agreement provides as follows:

University Performance and Concert Series.

- (a) The City and the University agree to co-host a concert series comprised of four (4) concerts annually featuring student and faculty performers ("UM Concert Series").
- (b) The City and the University agree that the UM Concert Series may be presented on the UM Campus or off of the UM Campus at venues that are mutually agreed upon by the City and the University.

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

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

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

(f) In addition to the four (4) concerts referenced above in subparagraph 8(a), the University shall present two (2) cultural programs that shall feature performances or exhibitions open to Coral Gables residents. The intent of this subparagraph (f) is to provide programming in the cultural arts in addition to musical performances. By way of illustration, dramatic presentations, poetry readings, photography, painting, or sculptural exhibitions are the types of programs that are intended to be presented in accordance with this subparagraph (f). The choice of venue, provision of content, and covering of the costs for these programs shall be the sole responsibility of the University.

STATUS REPORT:

Four concerts/performances have been held:

The Frost Wind Ensemble of the University of Miami's Frost School of Music held a Q&A and concert on October 7, 2011 at the Maurice Gusman Concert Hall;

The United States Marine Band, "The President's Own", held a concert on October 14, 2011 at the BankUnited Center;

The Frost Percussion Group of the University of Miami's Frost School of Music held a Spring concert on April 4, 2012 at the Maurice Gusman Concert Hall; and

The Frost University Band of the University of Miami's Frost School of Music held a concert on April 25, 2012 at the Maurice Gusman Concert Hall.

Two cultural events have been held:

The University of Miami's School of Architecture presented an Architectural Exhibition on March 23, 2012 at the Jorge M. Perez Architecture Center's Irvin Korach Gallery; and

The University of Miami's Wellness Center held a meditation class on April 20, 2012 at the Wellness Enrichment Suite.

iv. "Meet the Docs" Health Care Program

Sec. 10 of the Development Agreement provides as follows:

"Meet the Docs" Health Care Program.

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

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

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

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

STATUS REPORT:

One "Meet the Docs" lecture has been held:

Dr. Sara J. Czaja, Leonard M. Miller Professor in the Department of Psychiatry and Behavioral Sciences and Scientific Director for the Center on Aging at the University of Miami Miller School of Medicine spoke July 26, 2012 on Aging Gracefully.

v. Hurricane Athletic Tickets Program

Sec. 12 of the Development Agreement provides as follows:

Hurricane Athletics Ticket Program.

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

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

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

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

STATUS REPORT:

Football –Georgia Tech, 10/22/11, 138 tickets distributed.

Baseball Games - 03/25/11, 04/08/11, 04/28/11, 05/13/11, 250 tickets distributed per game.

Men's Basketball Games - 01/22/12, 02/01/12, 02/18/12, 02/26/12, 250 tickets distributed per game.

Women's Basketball Games – 01/26/12, 02/05/12, 02/19/12, 02/26/12, 250 tickets distributed per game.

vi. Bank United Center Ticket Program

Sec. 17 (c) of the Development Agreement provides as follows:

Bank United Center

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

STATUS REPORT:

Program does not go into effect until additional seats are installed at Bank United Center.

vii. Ponce de Leon Beautification Project

Sec. 9 of the Development Agreement provides as follows:

Ponce de Leon Boulevard Beautification Improvements

viii. Consulting Services

Sec. 11 of the Development Agreement provides as follows:

Consulting Services

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

STATUS REPORT:

The University's Parking and Transportation Department worked with the City's Parking Department on parking for the Fourth of July Event held by the City of Coral Gables on July 4, 2012. The University provided 3,000 parking spaces at Ponce and BankUnited Center, a UM shuttle bus picking people up from Dauer Circle, and University of Miami police officers, security guards, and parking staff.

The University of Miami Police Department has worked closely with the Coral Gables Police Department Training Unit to provide a venue for active shooter hands-on realistic training on our campus in a building that was scheduled for demolition. Both departments have benefited from this training.

The University of Miami College of Engineering conducted a literature review that would assist the City of Coral Gables in choosing whether to utilize artificial or natural turf for its park facilities. A team of three engineers was assembled (Professor Helena Solo-Gabriele and students Melissa Barona and Margarita Giraldo). This team met with Commissioner Cabrera, at his request, and also with Pat Salerno on a few occasions, as they gathered information. A final report and presentation

were provided to Mr. Pat Salerno, City Manager on May 16, 2012. The report was titled, "Analysis of Natural and Synthetic Turf."

ix. Student Enrollment

Sec. 13 of the Development Agreement provides as follows:

Student Enrollment.

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

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

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

(i) The University shall submit an application for an amendment to this Agreement which addresses the net new impacts not previously mitigated caused by the increase in Student Enrollment above the Undergraduate Enrollment Mitigation Threshold. The Undergraduate Enrollment Threshold shall be subject to a credit as described in Paragraph 13c(ii) below.

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

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

STATUS REPORT:

The University's obligation to report Student Enrollment is not triggered until such time as the Student Enrollment, as defined in the Development Agreement, reaches 12,000. Attached hereto as Appendix 15 is the Student Enrollment Report for the Fall Semester, 2011, dated November 9, 2011, prepared by the Department of Planning and Institutional Research of the University showing that the current Student Enrollment is under 12,000.

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

Sec. 14 of the Development Agreement provides as follows:

Uses, Intensity of Use, Public Facilities, Reservations.

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

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

(c) University Multi-Use Area. In addition to the uses listed in subparagraph 14(b), the following uses are permitted: conference center, office, lodging, commercial/retail and medical/healthcare uses intended to serve the University's needs and the broader needs of the general public.

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

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

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

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

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

STATUS REPORT:

The City's Adopted Comprehensive Plan and the University Campus District regulations comply with this Section. No further action is required from the University in accordance with this Section.

xi. Miscellaneous Uses and Temporary Occupancies

Sec. 18 of the Development Agreement provides as follows:

Miscellaneous Uses and Temporary Occupancies

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

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

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

proposed activity does not constitute a University Academic Use, in the City Manager's discretion.

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

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

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

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

STATUS REPORT:

As of just prior to the Fall 2011 opening, there were 96 students at the Holiday Inn. As of the Fall 2011 benchmark, there were 32 students at the

Holiday Inn. As of the end of the Fall 2011 semester, there were 26 students at the Holiday Inn who were all reassigned at that point to on-campus spaces being vacated by other students. There were no students in temporary occupancies for the Spring 2012 semester. There have been no uses or activities, on campus or off-campus that require the submittal of reports or the approval of the City Manager. Attached hereto as Appendix 20 is the Miscellaneous Uses and Temporary Occupancies Report for the 2011-2012 school year, dated July 16, 2012, prepared by the Department of Housing and Residential Life of the University.

xii. Mobility Plan

Sec. 20 of the Development Agreement provides as follows:

Mobility Plan.

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

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

STATUS REPORT:

The University of Miami Mobility Plan submitted by the University to the City on June 1, 2012 is attached hereto as Appendix 16.

xiii. Encroachments

Sec. 23 of the Development Agreement provides as follows:

Encroachments.

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

STATUS REPORT:

The Encroachment Study attached hereto as Appendix 17 was submitted by the University to the City on June 1, 2011.

Appendix 1

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-31

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:


DONALD D. SLESNICK II
MAYOR

ATTEST:


WALTER I. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Appendix 2

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

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

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

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

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

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

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

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

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

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

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

1. **Recitals.**

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

2. **Statement of Intent.**

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

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

3. **Defined Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Term.**

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

5. **Annual Meeting.**

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

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

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

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

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

6. **Gables Fellows Program.**

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

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

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

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

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

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

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

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

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

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

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

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

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

8. University Performance and Concert Series.

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

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

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

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

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

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

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

9. Ponce de Leon Boulevard Beautification Improvements.

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

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

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

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

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

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

10. "Meet the Docs" Health Care Program.

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

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

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

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

11. Consulting Services.

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

12. Hurricane Athletics Ticket Program.

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

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

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

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

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

13. Student Enrollment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Comprehensive Plan Amendments.

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

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

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

17. Bank United Center.

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

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

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

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

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

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

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

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

18. Miscellaneous Uses and Temporary Occupancies.

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

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

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

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

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

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

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

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

19. Internal Road and Access.

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

- Road to:
- (a) for submitting construction plans for the entire Internal
 - i. December 31, 2015, or
 - ii. the issuance of a building permit for any 2006 UMCAD amendments located north of Lake Osceola, or
 - iii. the issuance of a building permit for UMCAD 2006 Amendment H4, whichever occurs first;
 - (b) for the completion of the construction of the closure/relocation/consolidation of access drives and the realignment of the existing Miller Road to south of the arboretum to:
 - i. December 31, 2015, or
 - ii. City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H21, whichever occurs first;

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

20. Mobility Plan.

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

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

21. Conveyance of Internal Streets and Waterways.

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

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

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

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

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

22. Re-Conveyance of Fire Station Property.

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

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

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

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

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

23. Encroachments.

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

24. Use of Name, Logo, Trademark

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

25. Consideration and Mitigation

The City and the University agree that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Conflicts and Amendment of Prior Ordinances and Agreements

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

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

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

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

29. Existing UMCAD Obligations.

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

30. Amendments.

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

31. Applicable Laws and Construction.

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

32. Venue and Jurisdiction.

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

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

33. Estoppel Certificates.

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

34. Complete Agreement; Amendments.

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

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

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

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

35. Captions.

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

36. Holidays.

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

37. Exhibits.

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

38. Public Purpose.

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

39. No General Obligation.

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

40. Approvals Not Unreasonably Withheld.

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

41. Preservation of Rights.

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

42. Technical Amendments; Survey Corrections.

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

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

43. Notices.

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

For the City:

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

With a copy to:

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

For the University:

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

With a copy to:

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

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

44. Default and Enforcement.

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

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

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

(iii) City Approval Obligation.

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

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

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

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

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

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

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

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

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

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

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

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

45. Audited Financial Statements.

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

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

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

47. Successors in Interest.

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

48. Effective Date.

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

49. Annual Review.

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

50. Force Majeure.

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

51. No Third Party Beneficiaries.

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

52. Relationship of the Parties.

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

53. Time is of the Essence.

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

54. Further Assurances.

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

55. Construction.

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

56. Approvals.

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

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

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

{Balance of Page Intentionally Left Blank}

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

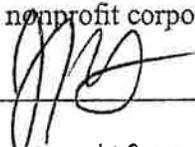
Signed, sealed and delivered in the presence of:

Witness



Print Name: Alan Kroszka

UNIVERSITY OF MIAMI,
a Florida nonprofit corporation

By: 

Its: Sr. VP OF BUSINESS & FINANCE

Witness



Print Name: CHARLES L. SIMON

CITY OF CORAL GABLES, FLORIDA

By: 

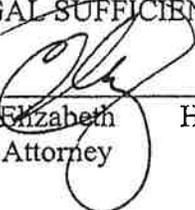
Its: City Manager

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

ATTEST


City Clerk

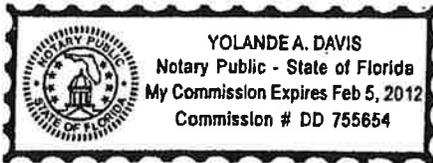
BY: 
Elizabeth Hernandez, City
Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

Notary Seal



Yolande A. Davis

Notary Public, State of Florida
Print Name: Yolande A. Davis

Date: September 28, 2010

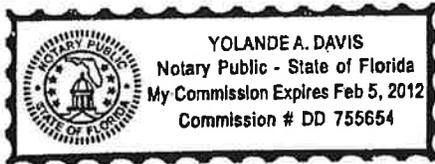
My Commission Expires: Feb. 5, 2012

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

Notary Seal



Yolande Davis

Notary Public, State of Florida
Print Name: YOLANDE A. DAVIS

Date: September 28, 2010

My Commission Expires: Feb. 5, 2012

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



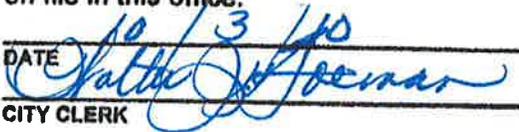
WALTER J. FOEMAN
CITY CLERK

STATE OF FLORIDA • COUNTY OF MIAMI DADE

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

DATE

CITY CLERK

10/3/10


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

for

Appendix 4

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-34

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Moved: Anderson / Seconded: Withers)

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

(Unanimous: 5-0 Vote)

(Agenda Item: E-1)

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Appendix 5

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-35

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Moved: Anderson / Seconded: Kerdyk)

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

(Unanimous: 5-0 Vote)

(Agenda Item: E-3)

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Appendix 6

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. R-2003-7

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

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

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

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

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

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

2003.

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

DONALD D. SLESNICK II
MAYOR

ATTEST:

YOLANDA AGUILAR
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ELIZABETH M. HERNANDEZ
CITY ATTORNEY

Appendix 7

**BANKUNITED CENTER COMPLEX (BUCC)
EVENT MANAGEMENT SECURITY PLAN**

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



Table of Contents

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

BANKUNITED CENTER COMPLEX (BUCC) EVENT MANAGEMENT SECURITY PLAN

I. Introduction

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

II. Alcohol Sale Controls

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

Events

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

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

Age of Attendees

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

Identification (ID) Check

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

Serving of Alcohol

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

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

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

Service Staff, Training and Protocol

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

Intoxicated Patrons

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

III. Security Event Staffing Guidelines

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

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

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

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

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

Security and Event Staffing Guidelines

INTERIOR – SMALL EVENT

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

Security and Event Staffing Guidelines

INTERIOR – MEDIUM EVENT

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

Security and Event Staffing Guidelines

INTERIOR – LARGE EVENT

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

Security and Event Staffing Guidelines

EXTERIOR – SMALL EVENT

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

Security and Event Staffing Guidelines

EXTERIOR – MEDIUM EVENT

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

Security and Event Staffing Guidelines

EXTERIOR – LARGE EVENT

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

IV. Parking/Traffic and Security Event Staffing Guidelines

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

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

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

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

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

V. Attachments

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

Appendix 8

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2007-16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H1. Modification of Previously Approved Demolition of Jerry Herman Theater

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

H6. Art Building 1 Partial Restoration/Replication.

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

Security and Event Staffing Guidelines

EXTERIOR – LARGE EVENT

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

IV. Parking/Traffic and Security Event Staffing Guidelines

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

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

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

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

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

V. Attachments

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

Security and Event Staffing Guidelines

EXTERIOR – SMALL EVENT

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

Security and Event Staffing Guidelines

EXTERIOR – MEDIUM EVENT

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

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

H7. Demolition and Replacement of Whitten Learning Center.

Description: Demolition and Replacement of Whitten Learning Center.

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings:

The 2006 UMCAD application submission demonstrates that:

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

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

H9. Lowe Art Museum Addition Site.

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

H10. Lakeview Student Housing I and II Sites.

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

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

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

- Findings: The 2006 UMCAD application submission demonstrates that:
1. The proposed two phase development of the Lakeview Student Housing facilities is consistent with the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 2. The proposed two phase development of the Lakeview Student Housing facilities is compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements is in the public interest, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 3. The proposed two phase development of the Lakeview Student Housing facilities satisfies the requirements and standards of the UMCAD regulations, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 4. The proposed two phase development of the Lakeview Student Housing facilities does not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 5. The proposed two phase development of the Lakeview Student Housing facilities is compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 6. The proposed two phase development of the Lakeview Student Housing facilities is desirable in terms of the public interest and the physical development of the City, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 7. The proposed two phase development of the Lakeview Student Housing facilities is consistent with the goals and objectives and Future Land Use Maps of the City of Coral Gables Comprehensive Land Use Plan, provided that trip generation, parking and vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

H12. Theater Site Change and Increase in Building Area.

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

- Findings: The 2006 UMCAD application submission demonstrates that:
1. The relocation of the parking garage and construction of a basketball practice facility are consistent with the UMCAD regulations, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 2. The relocation of the parking garage and construction of a basketball practice facility are compliant with the provisions of the City's Zoning Code in terms of use density, size, area, bulk and use, and the improvements is in the public interest, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 3. The relocation of the parking garage and construction of a basketball practice facility satisfy the requirements and standards of the UMCAD regulations, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 4. The relocation of the parking garage and construction of a basketball practice facility do not increase demand for public services and provides for and protect designated common open areas, and further the amenities of light and air, recreation and visual enjoyment, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 5. The relocation of the parking garage and construction of a basketball practice facility are compatible with adjacent properties and neighborhoods outside of the UM Campus, provided that vehicular access associated with the use of the facilities do not adversely affect the function of the City's network of roads and streets.
 6. The relocation of the parking garage and construction of a basketball practice facility

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

H17. Wellness Center Addition Site.

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

Miami Campus Planning and Development, Volume II, 2006 UMCAD Traffic Study Update & Concurrency analysis, prepared by Keith and Schnars, P.A., received and date stamped by the Planning Department on November 22, 2006 (on file within the Planning Department).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H3 the applicant shall satisfy the following:

i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H8 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,

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

b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H8 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.

9. *H9 - Lowe Art Museum Addition.*

a. The development authorized by the approval of 2006 UMCAD Amendment H9 shall be subject to any impact fee or other exactions adopted by the City of Coral which becomes effective prior to the issuance of any building permit for the authorized development, or any portion thereof. Refer to general condition number 6, "Mitigation and impact fees".

b. Notwithstanding the approval of the 2006 UMCAD Amendment H9, the total amount of development authorized pursuant to the UMCAD as thereby amended, shall not exceed the applicable intensity of use limitations set out in the Comprehensive Land Use Plan of the City of Coral Gables, as amended from time to time, calculated on the basis of a sealed survey and legal description of the University of Miami campus actual land area under ownership of the University of Miami. Refer to general condition number 5, "Total amount of development".

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

a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H10 the applicant shall satisfy the following:

i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H10 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,

ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. *H17 - Wellness Center Addition Site.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ELIZABETH HERNANDEZ
CITY ATTORNEY

Appendix 9



CFN 2007R0972015
 OR Bk 25968 Pgs 4593 - 4609; (17pgs)
 RECORDED 10/03/2007 14:25:00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

DECLARATION OF RESTRICTIVE COVENANTS

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

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

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

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

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

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

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

11

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

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

- A. General Conditions applicable to all UMCAD 2006 Amendments H1 through H22 unless noted otherwise herein:
 - 1. Application/supporting documentation. The completion and/or construction of each amendment within the UMCAD 2006 application shall be in conformance with all of the following:
 - a. 2006 UMCAD Amendments and Annual Report, Campus Area Development District (UMCAD) Final Submittal, February 27, 2007 prepared by University of Miami Campus Planning and Development, received, stamped "FINAL" and date stamped by the Planning Department on March 15, 2007 (on file in the Planning Department).
 - b. Methodology Letter of Understanding (MLOU), Study Methodology Traffic Updates for the University of Miami Campus Area Development District (UMCAD), Coral Gables Campus, dated February 5, 2007, revised February 14, 2007 and March 5, 2007, prepared by Keith and Schnars, P.A. received by the Planning Department on March 7, 2007 (on file in the Planning Department).
 - c. Legal descriptions of properties within the main campus, City of Coral Gables, Miami-Dade County, Florida (referenced as University of Miami file name "UM Legal Descriptions August 8, 2004" (on file in the Planning Department).

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

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

6. Mitigation and impact fees.

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

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

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

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

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

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

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

the following:

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

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

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

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

- that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
- b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H11 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.
12. *H12 - Theater Site Change and Increase in Building Area*
 - a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H12 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H12 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager , together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
 - b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H12 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.
 13. *H13 - Art & Architecture College Academics Facility; and Art and Architecture Residential College; and Convocation/Student Parking Garage New Site; and Museum and University Hall Site Changes and Decreases in Building Area.*
 - a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H13 the applicant shall satisfy the following:
 - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H13 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager , together with a mitigation plan for any traffic or access impacts identified in the study; and,
 - ii. The City Manager has approved the local traffic impact and access study and has accepted the proposed mitigation plan submitted by applicant. In the event, that the City Manager determines that the local traffic impact and access study is insufficient or that the proposed mitigation plan is inadequate, the City Manager may request additional information and/or accept the proposed mitigation plan subject to specified modifications or conditions. In the event that applicant does not agree with the City Manager's decision with regard to the local traffic impact and access study set out in the MLOU or the proposed mitigation plan, the applicant shall have the right to appeal such determination to the City Commission.
 - b. No certificate of occupancy shall be issued for the development authorized by the approval of 2006 UMCAD Amendment H13 until the approved mitigation plan as a result of the findings and recommendation of the local traffic impact and access study has been fully implemented by UM and approved/accepted by the City of Coral Gables.
 14. *H14 - Bank United Convocation Center Parking Garage Site Relocation; and Basketball Practice Facility.*
 - a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H14 the applicant shall satisfy the following:

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

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

19. *H19 - Alex Rodriguez Park At Mark Light Field Reduced from Adopted Master Plan; and Demolition of Baseball Media Building*
 - a. UMCAD 2006 Amendment H19 is approved with no conditions.

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

21. *H21 - Center for Music Learning and Leadership at the Frost School of Music; New Academic Facility Replacement; and Demolition of Arnold Volpe Music Building, Bertha Foster Memorial Music Building and Rehearsal Center, and Deletion of Student Services Facility from the adopted location*
 - a. The approval of the 2006 UMCAD Amendment H21 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide UM with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. The applicant shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30

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

- b. No building permit shall be issued for 2006 UMCAD Amendment H21 until construction plans for the relocation and improvement of Miller Road have been submitted to and approved/accepted by the City of Coral Gables or December 31, 2008 whichever occurs first.
 - c. The maximum building heights shall be limited to six (6) floors.
 - d. The applicant shall complete the construction of Miller Road and secure City approval/acceptance prior to certificate of occupancy for 2006 UMCAD Amendment H21 or December 31, 2010, whichever occurs first.
 - e. The applicant shall construct the Miller Road realignment, from Miller Drive to Memorial Drive in substantial compliance with the plan attached hereto as Exhibit D, titled Proposed Internal Circulation, Parking and Projects North of Lake.
 - f. No building permit shall be issued for 2006 UMCAD Amendment H21 until submission and approval is secured by the Planning Department and Public Works Department for a parking site plan for this amendment as referenced in the applicant's submitted programming information provided dated February 2, 2007.
 - g. The Center of Music Learning and Leadership at the Frost School of Music shall be entitled to building permits and certificates of occupancy provided that the University satisfies its obligation with respect to the realignment of Miller Road. The Miller Road realignment as agreed by the parties shall extend from Miller Road to the south side of the arboretum. This new condition shall prevail over the prior generalized language describing amendments "North of the Lake Osceola." The balance of the "North of the Lake" amendments shall remain linked to the obligations with respect to the internal road.
22. *H22 - Interactive Science Center and Engineering Research Site Phase I.*
- a. The approval of the 2006 UMCAD Amendment H22 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide the applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. UM shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the University proportionate share for development pursuant to the approved UMCAD. In the event that the applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any

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

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

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

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

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

Ruth Rubi
Notary Public, State of Florida

My Commission expires:



Approved as to form and content:

Elizabeth M. Hernandez
ELIZABETH M. HERNANDEZ
CITY ATTORNEY

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

Appendix 10



CFN 2011R0395245
 OR Bk 27724 Pgs 2651 - 2653 (3pgs)
 RECORDED 06/16/2011 15:00:13
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2011-03

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. The proposed the abandonment and vacation of non-fee interests of the City for the following public rights-of-way identified as: Theo. Dickinson Drive, Wm. E. Walsh Avenue, George E. Merrick Street, Henry King Stanford Drive, Pavia Street and Levante Avenue, all within the University of Miami campus, Coral Gables, Florida shall be and is hereby approved with the following conditions:

1. The vacation of the rights-of-way shall be subject to continued enforcement of all public utility easements within the rights-of-way.
2. Provisions shall be made for 24-hour access for utility owners and City personnel to enter upon these easements.
3. The public rights-of-way to be abandoned are not considered an integral part of the overall City street system.
4. The proposed vacations will not impact properties and traffic movements of the geographic area within 2,500 feet of the proposed vacations.
5. The proposed vacations shall not impede emergency vehicular access to adjacent easement properties or solid waste pick-up arrangements within the street vacations.
6. Within 180 days of City Commission approval for the vacation of the streets, the University shall produce plans and drawings to the Fire Department identifying all roadways within the campus as being dedicated "fire access roads" per Florida Fire Prevention Code NFPA 1-18.1.1.1. Further, said plans need to identify all roads, parking lot lanes, and fire apparatus staging lanes per Florida Fire Prevention Code NFPA 1-18.2.3.1.2.
7. All future traffic control devices and designs shall be submitted to the Fire Department for approval prior to any installation per Florida Fire Prevention Code NFPA 1-18.2.3.4.7.

8. All fire access roads and lanes shall be maintained and prohibited from any obstructions thereafter per Florida Fire Prevention Code NFPA 1-18.2.3.5.1.

(All mapping and legal descriptions are on file in the Planning Department).

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

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

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

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

SECTION 7. This ordinance shall become effective when the perpetual easements attached hereto as Attachments A and B are duly executed by the University of Miami and filed with the City Clerk of the City of Coral Gables.

PASSED AND ADOPTED THIS TWENTY-FIFTH DAY OF JANUARY, A.D., 2011.

(Moved: Kerdyk / Seconded: Withers)
(Yeas: Withers, Anderson, Kerdyk, Slesnick)
(Majority: (4-0) Vote)
(Absent: Cabrera)
(Agenda Item: E-2)

APPROVED:



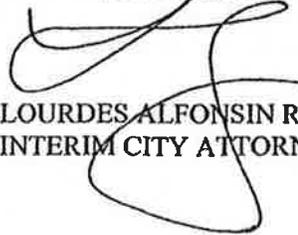
DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

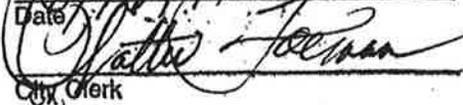
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



LOURDES ALFONSIN RUIZ
INTERIM CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office.

Date: 

City Clerk

Appendix 11

PREPARED BY
CORAL GABLES CITY ATTORNEY
AND UNIVERSITY OF MIAMI
1535 LEVANTE AVE
CORAL GABLES, FL 33146



CFN 2011R0395246
DR Bk 27724 Pgs 2654 - 2668 (15pgs)
RECORDED 06/16/2011 15:00:13
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

EASEMENT OF ACCESS

This Easement of Access Agreement ("Agreement") made this ^{4th} ~~15~~ day of ^{June} ~~April~~ 2011, by and among the University of Miami, a Florida nonprofit corporation ("Grantor" or "UM") and the City of Coral Gables, a Florida municipal corporation ("Grantee" or "City").

WHEREAS, Grantor and Grantee are parties to a certain Development Agreement dated September 28, 2010 ("Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, the City agreed to abandon and vacate the City's non-fee interests in certain streets within UM's campus located at Coral Gables, Florida, which streets are described in Exhibit "A" attached hereto ("Internal Streets"); and

WHEREAS, the Development Agreement provides the City's agreement to abandon and vacate the Internal Streets is subject to a reservation of access in favor of the City for law enforcement, fire and life safety, code enforcement and any and all other municipal purposes; and

WHEREAS, the City has solicited comments as to the abandonment of the Internal Streets from affected utility companies ("Utility Companies"), and no objections were received from any of the utility companies; and

WHEREAS, by Ordinance No. 2011-03, the City has abandoned and vacated the Internal Streets;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. RECITALS. The recitals set forth above are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference.
2. UTILITY COMPANY ACCESS EASEMENTS. Nothing in this Access Easement shall abrogate any existing utility easement and access thereto.

15

3. **GRANT OF ACCESS EASEMENT TO THE CITY.** Grantor does hereby create, grant, declare and convey to the City a non-exclusive perpetual easement over, across, upon and through the Internal Streets for the purposes of vehicular ingress and egress on, upon and through the Internal Streets to provide access to the City for law enforcement, fire and life safety, parking, code enforcement and any and all other municipal purposes.

4. **RELOCATION OF INTERNAL STREETS.** In the event UM modifies or relocates the Internal Streets pursuant to a modification of the approved Campus Master Plan and such modification and/or relocation is approved by the City in accordance with the Code of Ordinances of the City, the perpetual easement granted hereunder shall be deemed to be modified and relocated to such modified or relocated street(s).

5. **FIRE ACCESS ROADS.** Within 180 days from the date hereof, UM shall produce plans and drawings to the City and its Fire Department identifying and setting forth all roadways within the UM campus as dedicated "fire access roads" pursuant to Florida Fire Prevention Code NFPA 1-18.1.1, and identifying all roads, parking lot lanes, and fire apparatus staging lanes pursuant to Florida Fire Prevention Code NFPA 1-18.2.3.1.2. Further, UM agrees to maintain the fire access roads free from all obstruction pursuant to Florida Fire Prevention Code NFPA 1-18.2.3.5.1.

6. **TRAFFIC CONTROL.** UM agrees to and shall submit to the City and its Fire Department plans and designs for all traffic control devices to be installed on the UM campus as required by Florida Fire Prevention Code NFPA 1-18.2.3.4.7.

7. **POLICING AGREEMENTS.** The provisions of the policing agreement between the parties dated December 1, 1969, as modified on February 11, 1977, shall continue to be in full force and effect and are reiterated and incorporated herein by this reference.

8. **HOLD HARMLESS.** In consideration of the City's agreement to abandon and vacate the Internal Streets, UM agrees that UM, at all times, will indemnify and hold harmless the City from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses, liabilities, including, without limitation, attorney's fees and court costs (at trial and all other levels) resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Internal Streets, or by any act or omission of UM, or its employees, agents, contractors, invitees, guests or patrons, upon, at or from the Internal Streets. The City shall not be liable to UM for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of UM or property of UM which may be caused by the act, neglect, omissions or faults of any persons or entities, except when such injury, loss or damage results from the gross negligence of the City, its agents or employees. All personal property placed or moved onto the Internal Streets shall be at the risk of UM or the owner thereof, and the City shall not be liable to UM for any damage to said personal property. UM agrees to waive any rights of subrogation against the City for any injury or damage to persons or property. If the City shall be made a party to any litigation commenced against UM, then UM shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the City in connection with such litigation and any appeal thereof.

Appendix 12



CFN 2011R0395247
 OR Bk 27724 Pgs 2669 - 2683; (15pgs)
 RECORDED 06/16/2011 15:00:13
 DEED DOC TAX 0.60
 SURTAX 0.45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:
 CORAL GABLES CITY ATTORNEY
 AND UNIVERSITY OF MIAMI
 1535 LANTANA AVENUE
 CORAL GABLES, FL 33146

EASEMENT AS TO PARKING METERS

This Easement of Access Agreement ("Agreement") made this 15th day of April 2011, by and among the University of Miami, a Florida nonprofit corporation ("Grantor" or "UM") and the City of Coral Gables, a Florida municipal corporation ("Grantee" or "City").

WHEREAS, Grantor and Grantee are parties to a certain Development Agreement dated September 28, 2010 ("Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, the City agreed to abandon and vacate the City's non-fee interests in certain streets within UM's campus located at Coral Gables, Florida, which streets are described in Exhibit "A" attached hereto ("Internal Streets"); and

WHEREAS, the Development Agreement provides the City's agreement to abandon and vacate the Internal Streets is subject to a reservation of access in favor of the City for the purposes of owning, maintaining and operating sixty (60) metered parking spaces which are located on and are a part of UM's campus, and subject to certain other provisions; and

WHEREAS, by Ordinance No. 2011-03, the City has abandoned and vacated the Internal Streets;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. RECITALS. The recitals set forth above are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference.
2. GRANT OF EASEMENT. Grantor does hereby create, grant, declare and convey to the City a non-exclusive perpetual easement over, across, upon and through the Internal Streets for the purposes of ingress and egress on, upon and through the Internal Streets to allow the City to maintain and operate sixty (60) metered parking spaces which are located on and are a part of the Internal Streets.

15

3. **RIGHT OF RELOCATION.** At any time after December 31, 2011 during which the amount of annual net revenue generated by the existing meters will be established, the University may relocate the sixty (60) metered parking spaces to other locations on roads within the UM Campus. The relocation of the metered parking spaces shall be subject to a determination by the City Manager, in the City Manager's discretion, that the relocated parking spaces will generate revenue equal to or greater than the revenues generated by the meters at the original location. In the event that the parking meters are relocated, the City and the University agree that if after one (1) year of operations, the annual revenue from the parking meters is less than the annual revenue from the original sixty (60) meters, the University shall install additional parking meters to increase the annual revenue to the revenue generated by the original meters. The location of the additional metered parking spaces shall be subject to a determination by the City Manager, in the City Manager's discretion, that the additionally located parking spaces will generate sufficient revenue to be greater than the revenues generated by the meters at the original location.

4. The City and the University agree that the parking rates to be charged for the metered parking spaces shall be as established by the City Commission from time to time. The perpetual easement for the metered parking spaces may be released at any time if the University and City agree to a buyout of the metered parking spaces for the net present value of the revenue generated by the original meters.

5. **HOLD HARMLESS.** In consideration of the City's agreement to abandon and vacate the Internal Streets, UM agrees that UM, at all times, will indemnify and hold harmless the City from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses, liabilities, including, without limitation, attorney's fees and court costs (at trial and all other levels) resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Internal Streets, or by any act or omission of UM, or its employees, agents, contractors, invitees, guests or patrons, upon, at or from the Internal Streets. The City shall not be liable to UM for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of UM or property of UM which may be caused by the act, neglect, omissions or faults of any persons or entities, except when such injury, loss or damage results from the gross negligence of the City, its agents or employees. All personal property placed or moved onto the Internal Streets shall be at the risk of UM or the owner thereof, and the City shall not be liable to UM for any damage to said personal property. UM agrees to waive any rights of subrogation against the City for any injury or damage to persons or property. If the City shall be made a party to any litigation commenced against UM, then UM shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the City in connection with such litigation and any appeal thereof.

6. EFFECTIVE DATE. This Agreement shall become effective as of the date hereof.

7. AMENDMENT. This Agreement may be amended from time to time by mutual written consent of the parties.

8. RELEASE OF EASEMENT. The perpetual easement granted herein may be released at any time, if UM and the City agree to a buyout of the metered parking spaces for the net present value of the revenue generated by the original meters. The amount of annual net revenue shall be established by no later than March 1, 2011.

9. COVENANT RUNNING WITH THE LAND. This Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of Grantor and Grantee, as the case may be, and their respective successors and assigns.

In witness whereof, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered
in presence of:

Meghan Halley
Print Name
Meghan Halley

UNIVERSITY OF MIAMI,
a Florida non-profit corporation

By: [Signature]
Joseph T. Natoli
Senior Vice President, Business and
Finance

Signed, sealed and delivered
in presence of:

Walter Foeman
Print Name
[Signature]
Print Name

CITY OF CORAL GABLES, a municipal corporation of
the State of Florida

By: [Signature]
Patrick Salerno
City Manager

ATTEST:

Walter Foeman
Walter Foeman, City Clerk
6/15/11

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Lourdes Alfonsin, Interim City Attorney

STATE OF FLORIDA :
COUNTY OF MIAMI-DADE : SS

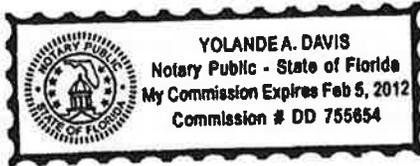
Acknowledged before me this 31st day of January, 2011, by Joseph T. Natoli, the Senior Vice President, Business and Finance of the University of Miami, a Florida nonprofit corporation, who is personally known to me or produced a driver's license as identification.



meghan halley
Notary Public, State of Florida

STATE OF FLORIDA :
COUNTY OF MIAMI-DADE : SS

Acknowledged before me this 15th day of June 2011, by Patrick Salerno, the City Manager of the City of Coral Gables, a municipal corporation of the State of Florida, who is known personally known to me or produced a driver's license as identification.



Yolande A. Davis
Notary Public, State of Florida

Exhibit A



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

"Theo. Dickinson Drive"

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Theo. Dickinson Drive", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd". (University Concourse) as shown on said Plat.

ON THE WEST: By the Westerly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

ON THE NORTH: By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

ON THE EAST: By the Easterly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

Note: This description includes that portion of said "Theo Dickinson Drive" as vacated by the City of Coral Gables pursuant to City Ordinance Number 2682, adopted February 24, 1987 and recorded March 30, 1987 in Official Records Book 13227 at Page 1306 of the Public Records of Dade County (now Miami-Dade County), Florida. This vacated portion of the Right of Way was included in the foregoing legal description due to the positional uncertainty of the legal description for same set forth in said City Ordinance.

"Wm. E. Walsh Ave."

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Wm. E. Walsh Ave.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, and the recorded Plat of UNIVERSITY OF MIAMI DAUER TRACT, according to the Plat thereof, as recorded in Plat Book 161 at Page 60 of the Public Records of Miami-Dade County, Florida being butted and bounded as follows, viz.:

ON THE WEST: By the Westerly Right of Way line of "Theo. Dickinson Drive" as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

March 18, 2008

1



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

ON THE NORTH: By the Northerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST: By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

ON THE SOUTH: By the Southerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

"Geo. E. Merrick St."

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Geo. E. Merrick St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said Plat.

ON THE WEST: By the Westerly Right of Way line of said "Geo. E. Merrick St." as shown on said Plat.

ON THE NORTH: By the Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

ON THE EAST: By the Easterly Right of Way line of said "Geo. E. Merrick St.", extending Northerly and Easterly from its Point of Intersection with the aforementioned Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) to a Point of Intersection with the Northerly prolongation of the Westerly Right of Way line of "Pavia St." as shown on said Plat and Northerly along said Northerly prolongation of the Westerly Right of Way line of "Pavia St." to its Point of Intersection with said Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat. Said Northerly prolongation of the Westerly Right of Way line of "Pavia St." is the same as the Westerly Line of a portion of said "Geo. E. Merrick St." as previously vacated by the City Commission of the City of Coral Gables, Florida, pursuant to Ordinance Number 976, as passed and adopted on June 26, 1956.

**"Henry King Stanford Drive/Pavia St./Ave. Levante"
Parcels abutting properties owned by Religious Entities**

Those certain parcels of land abutting the properties of several religious entities, situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as portions of "Ave. Levante", "Pavia St." and "Henry King Stanford Drive" (as changed per City of Coral Gables Resolution Number 22882 and referred to as such for the balance of these Legal Descriptions), formerly known as "Miller

March 18, 2008

2



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 84 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

Drive," the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida and being more particularly described by metes and bounds as follows, viz.:

Parcel I:

A portion of "Henry King Stanford Drive" abutting property owned by the Board of Trustees of the Florida Annual Conference of the United Methodist Church, Inc. as recorded in Official Records Book 8474 at Page 335 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Methodist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Curvature of a circular curve concave to the Southwest, the same Point of Curvature also being a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence Northwesterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 11°26'55" for 195.72 feet to the Point of Beginning of the hereinafter described parcel of land; thence departing said Centerline of "Henry King Stanford Drive", S38°52'35"W along a line radial to the last described curve for 50.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the most Easterly corner of the Methodist Property; thence Northwesterly along the arc of a circular curve, the same being the Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property, having a Radius of 929.52 feet and a Central Angle of 07°52'21" for 127.72 feet to the Point of Tangency; thence N58°59'45"W along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property for 23.86 feet to the most Northerly corner of said Methodist Property; thence departing said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property, N31°00'15"E for 50.00 feet to a Point of Intersection with said Centerline of "Henry King Stanford Drive"; thence S58°59'45"E along said Centerline of "Henry King Stanford Drive" for 23.86 feet to a Point of Curvature of a circular curve concave to the Southwest; thence Southeasterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 07°52'21" for 134.58 feet to the Point of Beginning.

Parcel II

A portion of "Pavia St." abutting property owned by the Board of Trustees of the Florida

March 18, 2008

3



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

Annual Conference of the United Methodist Church, Inc. as recorded in Official Records Book 8474 at Page 335 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Methodist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 265.35 feet to a Point of Curvature of the arc of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesterly along said Centerline of "Ave. Levante" and along the arc of said curve, having a Radius of 55.00 feet and a Central Angle of 90°00'00" for 86.39 feet to a Point of Intersection with the Centerline of "Pavia St." as shown said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and the Point of Tangency; thence N39°40'30"W along said Centerline of "Ave. Levante" for 129.50 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue N39°40'30"W along said Centerline of "Ave. Levante" for 95.55 feet; thence departing said Centerline of "Ave. Levante", N50°19'30"E for 30.00 feet to a Point of Intersection with the Northeasterly Right of Way line of said "Ave. Levante" and the most Westerly corner of the Methodist Property; thence S39°40'30"E along said Northeasterly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property for 95.55 feet to the most Southerly corner of the Methodist Property; thence departing said Northeasterly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property, S50°19'30"W for 30.00 feet to the Point of Beginning.

Parcel III

Those portions of "Ave. Levante" and "Pavia St." abutting property owned by the Board of Trustees for the Christian Science Organization, University of Miami as recorded in Official Records Book 1609 at Page 72 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Christian Science Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as

March 18, 2008

4



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 171.01 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue S50°19'30"W along said Centerline of "Ave. Levante" for 94.34 feet to a Point of Curvature of the arc of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesterly along said Centerline of "Ave. Levante" and along the arc of said curve, having a Radius of 55.00 feet and a Central Angle of 90°00'00" for 86.39 feet to a Point of Intersection with the Centerline of "Pavia St." as shown said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and the Point of Tangency; thence N39°40'30"W along said Centerline of "Pavia St." for 129.50 feet; thence departing said Centerline of "Pavia St.", N50°19'30"E for 30.00 feet to a Point of Intersection with the Northeastly Right of Way line of said "Pavia St.", with said Point of Intersection also being the most Westerly corner of the Christian Science Property; thence S39°40'30"E along said Northeastly Right of Way line of "Pavia St." and the Southwesterly Line of the Christian Science Property for 129.50 feet to a Point of Curvature of a circular curve concave to the North; thence Southeasterly, Easterly and Northeastly along said Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Christian Science Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Northwesterly Right of Way line of said "Ave. Levante" and the Southeasterly Line of the Christian Science Property, the same Point of Intersection also being the Point of Tangency; thence N50°19'30"E along said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property for 94.34 feet to the most Easterly corner of the Christian Science Property; thence departing said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property, S39°40'30"E for 30.00 feet to the Point of Beginning.

Parcel IV

Those portions of "Ave. Levante" and "Henry King Stanford Drive" abutting property owned by the Florida Baptist Convention as recorded in Deed Book 3826 at Page 31 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Baptist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI with said Point of Intersection also being the Point of Beginning of the hereinafter described parcel of land; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 171.01 feet thence departing said Centerline of "Ave. Levante",

March 18, 2008

5



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

N39°40'30"W for 30.00 feet to a Point of Intersection with the Northwesterly Right of Way line of said "Ave. Levante", the same Point of Intersection also being the most Southerly corner of the Baptist Property; thence N50°19'30"E along said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Baptist Property for 94.34 feet to a Point of Curvature of the arc of a circular curve concave to the West; thence Northeasterly, Northerly and Northwesterly along said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Baptist Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 93°29'10" for 40.79 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the Northeasterly Line of the Baptist Property, the same Point of Intersection also being a Point of Compound Curvature of the arc of a circular curve concave to the Southwest; thence Northwesterly along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Baptist Property and along the arc of said curve, having a Radius of 929.52 feet and a Central Angle of 07°57'45" for 129.18 feet to a Point of Termination along the arc of said curve, with said Point of Termination also being the most Northerly corner of the Baptist Property; thence N38°52'35"E along a line radial to the last described curve for 50.00 feet to a Point of Radial Intersection with the Centerline of said "Henry King Stanford Drive" and with the arc of a circular curve concave to the Southwest; thence Southeasterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 11°26'55" for 195.72 feet to the Point of Beginning.

Parcel V

Portions of "Ave. Levante" and "Henry King Stanford Drive" abutting property owned by the Trustees of the Diocese of South Florida, as recorded in Deed Book 3815 at Page 201 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Diocese Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 120.00 feet to the Point of Beginning of the hereinafter described parcel of land; thence departing said Centerline of "Henry King Stanford Drive," S50°19'30"W for 50.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the most Easterly corner of the Diocese Property; thence N39°40'30"W along said Southwesterly Right of Way line of said "Henry King Stanford Drive" and the Northeasterly Line of the Diocese Property for 75.00 feet to a Point of Curvature of a circular curve concave to the South; thence Northwesterly, Westerly and Southwesterly along said Southwesterly Right of Way line of said "Henry King Stanford Drive" and the Northeasterly Line of the Diocese Property and along the arc of said curve,

March 18, 2008

6



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property with said Point of Intersection also being the Point of Tangency; thence S50°19'30"W along said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property for 179.55 feet to the most Westerly corner of the Diocese Property; thence departing said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property, N39°40'30"W for 30.00 feet to a Point of Intersection with the Centerline of said "Ave. Levante"; thence N50°19'30"E along said Centerline of "Ave. Levante" for 254.55 feet to a Point of Intersection with the Centerline of said "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 130.00 feet to the Point of Beginning.

Parcel VI

Portions of "Henry King Stanford Drive" abutting property owned by the Miami Hillel Foundation, Inc. as recorded in Deed Book 3803 at Page 453 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Hillel Property.")

Begin at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"E along said Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse) for 75.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and a Point of Cusp of the arc of a circular curve concave to the West, with said Point of Cusp bearing S39°40'30"E from the center of said curve; thence Northeasterly, Northerly and Northwesterly along the arc of said Southwesterly Right of Way line of "Henry King Stanford Drive", the Northeasterly Line of the Hillel Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence N39°40'30"W along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property for 95.00 feet to the most Northerly corner of the Hillel Property; thence departing said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property, N50°19'30"E for 50.00 feet to a Point of Intersection with said Centerline of "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 120.00 feet to the Point of Beginning.

"Henry King Stanford Drive" (Remainder)

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Henry King Stanford Drive", the same as more fully described as "Miller Drive" on the recorded Plat of AMENDED PLAT

March 18, 2008



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE WEST: By the Westerly Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

ON THE NORTH: By the Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST: By the Easterly Right of Way line of said "Henry King Stanford Drive" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

Less therefrom:

Those portions of the parcels identified as Parcels I, IV, V and VI respectively, that lie within the boundaries of "Henry King Stanford Drive" as described above.

"Henry King Stanford Drive" (As replatted)

A parcel of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as being a portion of "Henry King Stanford Drive", the same as more fully described as all of Tract "D" of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

"Ave. Levante" and "Pavia St."

Those strips of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Ave. Levante" and "Pavia St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as

March 18, 2008

8



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

recorded in Plat Book 46 at Page 81 and the recorded Plat of REVISED Plat OF CORAL GABLES RIVIERA SECTION PART 7, according to the Plat thereof, as recorded in Plat Book 28 at Page 45, both of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE NORTH: By the Southerly Right of Way line of "Geo. E. Merrick St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST AND NORTH: By the Southwesterly Right of Way line of said "Pavia St." as shown on said recorded Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7, together with the Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Right of Way line of "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE SOUTH: By the Southeasterly Right of Way line of said "Ave. Levante" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE WEST: By the Southwesterly Right of Way line of "Pavia St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

Less therefrom:

Those portions of the parcels identified as Parcels II, III, IV and V respectively, that lie within the boundaries of "Pavia St." and "Ave. Levante" as described above.

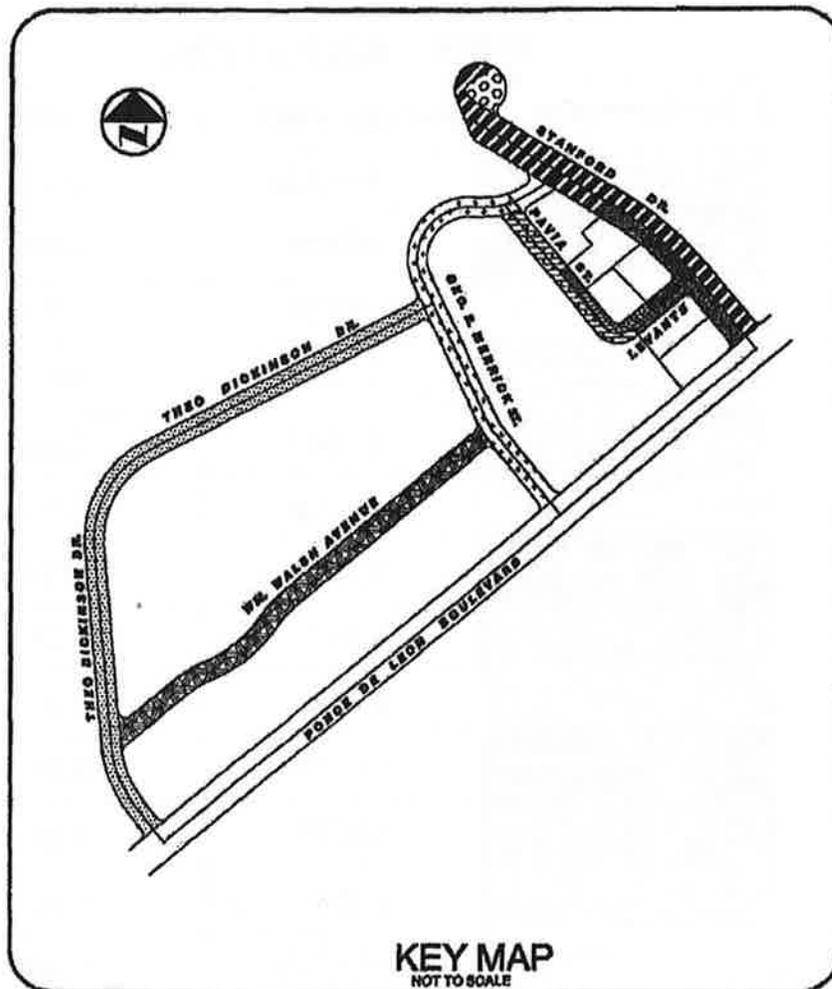
It is the express intent of these Legal Descriptions to encompass all of the Public Rights of Way within the University of Miami Main Campus, known as "Henry King Stanford Drive" (Miller Drive), "Ave. Levante", "Pavia St.", "Geo. E. Merrick St.", "Wm. E. Walsh Ave." and "Theo. Dickinson Drive", the same as more fully described on the underlying and abutting Plats of record, reference to which is made for a more full and complete description of the contents thereof.

March 18, 2008

9



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**



March 18, 2008

10



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY
 WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI
 IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST
 CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

AREA TABULATION

| DESCRIPTION | SQUARE FEET ± | ACRES ± |
|--|----------------|--------------|
| THEO. DICKINSON DRIVE | 135,753 | 3.12 |
| WM. E. WALSH AVENUE | 89,638 | 2.06 |
| GEO. E. MERRICK ST. | 75,830 | 1.74 |
| PAVIA ST. AVE. LEVANTE (REMAINDER) | 24,757 | 0.57 |
| HENRY KING STANFORD DRIVE (REMAINDER) | 89,867 | 2.06 |
| TRACT "D" (P.B. 77, P.88) | 11,249 | 0.26 |
| PARCEL I | 7,751 | 0.18 |
| PARCEL II | 2,867 | 0.07 |
| PARCEL III | 8,600 | 0.20 |
| PARCEL IV | 13,313 | 0.31 |
| PARCEL V | 12,771 | 0.29 |
| PARCEL VI | 6,134 | 0.14 |
| TOTAL: | 478,530 | 11.00 |

March 18, 2008

Appendix 13



CFN 2011R0108273
 DR Bk 27590 Pgs 0641 - 6437 (3pgs)
 RECORDED 02/16/2011 16:01:00
 DEED DOC TAX 0.60
 SURTAX 0.45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by
 and is to be returned to:
 Maria C. Arriola Vélez
 Maria C. Arriola Vélez, PA
 35 Almeria Avenue
 Coral Gables, FL 33134

QUIT CLAIM DEED

THIS INDENTURE, made this 7th day of February, 2011, between THE CITY OF CORAL GABLES, a municipal corporation of the State of Florida (the "Grantor"), whose post office address is 405 Biltmore Way, Coral Gables, FL 33134, and THE UNIVERSITY OF MIAMI, a Florida corporation not-for-profit, whose address is Gables One Tower, Suite 1250, 1320 S. Dixie Highway, Coral Gables, FL 33146 (the "Grantee").

WITNESSETH, that the Grantor, for good and other valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the Grantee and its successors and assigns pursuant to City of Coral Gables Resolution No. R-2010-272, all the right, title, interest, claim and demand which the Grantor has in and to the following property located in Miami-Dade County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof (the "Property")

This conveyance is made to the Grantee herein upon the specific covenant agreement by and between the parties that the Property herein conveyed shall continue at all times to be used and maintained by the Grantee as open waterways, and if at any time the Property is abandoned or used for other purposes, the title thereto shall automatically and absolutely revert to the Grantor without payment of any compensation. This conveyance is further subject to the specific covenant agreement by and between the parties that if at any time the Grantee transfers, assigns, leases or conveys the Property or any portion thereof to a third party, whether such party be a private or public or governmental entity, the title thereto shall automatically and absolutely revert to the Grantor without payment of any compensation.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right,

ARTICLE II

LEGAL DESCRIPTION:

ALL THAT LOT, PIECE OR PARCEL OF LAND KNOWN AS THE "UNIVERSITY WATERWAY," SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, CONTAINED WITHIN TR. 1 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

THAT PORTION OF SAID TR. 1 LYING BETWEEN THE EDGES OF THE "UNIVERSITY WATERWAY" AS IT WAS EXCAVATED AND CONSTRUCTED ON JANUARY 27, 1944. [NOTE: THE UNIVERSITY WATERWAY LYING BETWEEN BLOCKS 270 AND 174, AS SHOWN ON THE PLAT OF "CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, WAS (TOGETHER WITH OTHER LAND) CONVEYED TO THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, BY VIRTUE OF THAT CERTAIN WARRANTY DEED FILED NOVEMBER 25, 1939, RECORDED IN DEED BOOK 2015, PAGE 390 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. THE CITY OF CORAL GABLES CONVEYED TO THE ABUTTING LOT OWNERS THAT PORTION OF THE UNIVERSITY WATERWAY LYING BETWEEN THE EXTERNAL LOT LINES AND THE EDGE OF THE UNIVERSITY WATERWAY AS IT WAS THEN EXCAVATED AND CONSTRUCTED BY QUIT-CLAIM DEED FILED JANUARY 27, 1944, RECORDED IN DEED BOOK 2350, PAGE 27, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. THE APPROXIMATE LOCATION AND DIMENSIONS OF THAT PORTION OF SAID TR. 1 LYING BETWEEN THE EDGES OF THE "UNIVERSITY WATERWAY" AS IT WAS EXCAVATED AND CONSTRUCTED ON JANUARY 27, 1944 (AND, WITH THE EXCEPTION OF THE PORTION WHICH TRAVERSES LAKE OSCEOLA, AS IT SUBSTANTIALLY EXISTS TODAY) ARE AS SHOWN AND DELINEATED AS THE "UNIVERSITY WATERWAY" ON THE PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.]

Appendix 14



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

AREA I:

ALL THOSE LOTS, PIECES, PARCELS OR STRIPS OF LAND, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING GENERALLY DESCRIBED AS THE PROPERTIES OWNED IN FEE SIMPLE BY THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

LOT 1 THROUGH 12, INCLUSIVE, AND LOTS 19 THROUGH 30, INCLUSIVE, IN BLOCK 184 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 30, INCLUSIVE, IN BLOCK 185 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 6, INCLUSIVE, LOTS 10 THROUGH 12, INCLUSIVE, LOTS 19 THROUGH 21, INCLUSIVE AND LOTS 25 THROUGH 30, INCLUSIVE, IN BLOCK 186 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 6, INCLUSIVE, LOTS 25 THROUGH 27, INCLUSIVE, AND LOT 30 IN BLOCK 188 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOT 1, LOTS 4 THROUGH 12, INCLUSIVE, LOT 19, LESS THE SOUTH 70 FEET, LOT 20, LESS THE EAST 20 FEET OF THE SOUTH 70 FEET THEREOF, AND ALL OF LOTS 21 THROUGH 30, INCLUSIVE, IN BLOCK 189 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

LOTS 1 THROUGH 30, INCLUSIVE, IN BLOCK 190 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 20, INCLUSIVE, IN BLOCK 193 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 4 AND 5 IN BLOCK 194 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID LOT 4 AS CONVEYED TO THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, THE SAME AS BEING MORE FULLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 16907 AT PAGE 3532 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (SAID PORTION OF LOT 4 WAS RE-CONVEYED TO THE UNIVERSITY OF MIAMI BY THAT CERTAIN SPECIAL WARRANTY DEED FROM THE CITY OF CORAL GABLES AS RECORDED IN OFFICIAL RECORDS BOOK 27590 AT PAGE 637 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.)

TOGETHER WITH:

LOTS 1, 2, 3, 6, 7 AND 8, AND A PORTION OF LOT 4, BLOCK 194, "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, AT PAGE 79, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND A PORTION OF AVENUE SAGUA, VACATED AND DISCONTINUED BY ORDINANCE NO. 842, CITY OF CORAL GABLES, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$, OF SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 13 MINUTES 22 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 30, FOR 472.32 FEET TO THE INTERSECTION



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

OF THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF SAID AVENUE SAGUA; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST FOR 30.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF S.W. 57TH AVENUE (RED ROAD); THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST FOR 133.37 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 50 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, FOR 13.55 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST FOR 67.32 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 14 SECONDS WEST FOR 138.15 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF AVENUE LEVANTE, AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, AT PAGE 79; THENCE SOUTH 50 DEGREES 19 MINUTES 22 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF AVENUE LEVANTE, FOR 163.61 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY-WESTERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 21 MINUTES 48 SECONDS, FOR AN ARC DISTANCE OF 13.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 41 MINUTES 10 SECONDS WEST FOR 42.27 FEET TO A POINT OF CURVE; THENCE WESTERLY-NORTHWESTERLY-NORTHERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 32 MINUTES 12 SECONDS, FOR AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 57TH AVENUE (RED ROAD); THENCE NORTH 00 DEGREES 13 MINUTES 22 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF S.W. 57TH AVENUE (RED ROAD), FOR 239.82 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY RE-CONVEYED TO THE UNIVERSITY OF MIAMI BY THAT CERTAIN SPECIAL WARRANTY DEED FROM THE CITY OF CORAL GABLES AS RECORDED IN OFFICIAL RECORDS BOOK 27590 AT PAGE 637 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2, THE SOUTHWESTERLY ½ OF LOT 3 AND LOTS 6 THROUGH 10, INCLUSIVE, IN BLOCK 192 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 1 OF "UNIVERSITY OF MIAMI MAIN CAMPUS FIRST ADDITION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 10 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

ALL THOSE STRIPS, LOTS, PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING RIGHTS OF WAY OR ALLEYS VACATED OR ABANDONED IN FAVOR OF THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

AVENUE LEPANTO, (NOW KNOWN AS AVENUE APRICALE), AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 1272, DATED MARCH 13, 1962, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTH: BY THE SOUTH BOUNDARY OF BLOCK 190 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SAID AVENUE LEPANTO (AVENUE APRICALE).

ON THE EAST: BY THE WESTERLY RIGHT OF WAY LINE OF AVENUE LEVANTE, AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

ON THE SOUTH: BY THE NORTH BOUNDARY OF BLOCK 193 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID AVENUE LEPANTO (AVENUE APRICALE).

ON THE WEST: BY THE EAST RIGHT OF WAY LINE OF RED ROAD, (S.W. 57TH AVENUE) AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

TOGETHER WITH:

THAT PORTION OF THE 20-FOOT WIDE ALLEY LYING WITHIN BLOCK 192 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 32, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 3639, DATED DECEMBER 19, 1950 AND RECORDED IN OFFICIAL RECORDS BOOK 13676 AT PAGE 3710, ALL OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA GENERALLY BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTHEAST: BY THE NORTHEASTERLY BOUNDARY OF SAID BLOCK 192.

ON THE SOUTHEAST: BY THE NORTHWESTERLY BOUNDARY OF LOTS 8, 9 AND 10 IN BLOCK 192, THIS ALSO BEING THE SOUTHEASTERLY BOUNDARY OF SAID 20-FOOT WIDE ALLEY.

ON THE SOUTHWEST: BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY BOUNDARY OF SAID LOT 10 IN BLOCK 192.

ON THE NORTHWEST: BY THE CENTERLINE OF SAID 20-FOOT WIDE ALLEY.



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

THAT PORTION OF THE 20-FOOT WIDE ALLEY LYING WITHIN BLOCK 192 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 32, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 3639, DATED DECEMBER 19, 1950 AND RECORDED IN OFFICIAL RECORDS BOOK 13676 AT PAGE 3710, ALL OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTHEAST: BY THE NORTHEASTERLY BOUNDARY OF SAID BLOCK 192.

ON THE SOUTHEAST: BY THE CENTERLINE OF SAID 20-FOOT WIDE ALLEY.

ON THE SOUTHWEST: BY THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY BOUNDARY OF LOT 6 IN SAID BLOCK 192.

ON THE NORTHWEST: BY THE SOUTHEASTERLY BOUNDARY OF LOTS 6 AND 7 IN SAID BLOCK 192, THIS ALSO BEING THE NORTHWESTERLY BOUNDARY OF SAID 20-FOOT WIDE ALLEY.

TOGETHER WITH:

THAT PORTION OF THE 20-FOOT WIDE ALLEY LYING WITHIN BLOCK 192 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 32, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 3639, DATED DECEMBER 19, 1950 AND RECORDED IN OFFICIAL RECORDS BOOK 13676 AT PAGE 3710, ALL OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTHEAST: BY THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY BOUNDARY OF THE SOUTHWESTERLY ½ OF LOT 3 IN SAID BLOCK 192.

ON THE SOUTHEAST: BY THE CENTERLINE OF SAID 20-FOOT WIDE ALLEY.

ON THE SOUTHWEST: BY THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 192.

ON THE NORTHWEST: BY THE SOUTHEASTERLY BOUNDARY OF LOTS 1, 2 AND THE SOUTHWESTERLY ½ OF LOT 3 IN SAID BLOCK 192, THIS ALSO BEING THE NORTHWESTERLY BOUNDARY OF SAID 20-FOOT WIDE ALLEY.

TOGETHER WITH:

AVENUE SAGUA, AS SHOWN AND DESCRIBED ON THE PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, THE SAME AS VACATED BY THE CITY OF CORAL



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 842, DATED JULY 27, 1954, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTH: BY THE SOUTH BOUNDARY OF BLOCK 193 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SAID AVENUE SAGUA.

ON THE EAST: BY THE WESTERLY RIGHT OF WAY LINE OF AVENUE LEVANTE, AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

ON THE SOUTH: BY THE NORTH BOUNDARY OF BLOCK 194 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID AVENUE SAGUA.

ON THE WEST: BY THE EAST RIGHT OF WAY LINE OF RED ROAD, (S.W. 57TH AVENUE) AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

THIS DESCRIPTION INCLUDES THAT PORTION OF AVENUE SAGUA RE-CONVEYED TO THE UNIVERSITY OF MIAMI BY THAT CERTAIN SPECIAL WARRANTY DEED FROM THE CITY OF CORAL GABLES AS RECORDED IN OFFICIAL RECORDS BOOK 27590 AT PAGE 637 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF AVENUE SCODELLA (AVENUE OVIETO) AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "UNIVERSITY OF MIAMI MAIN CAMPUS FIRST ADDITION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 10, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2794 DATED JULY 26, 1988 AND RECORDED IN OFFICIAL RECORDS BOOK 14887 AT PAGE 207, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AREA II:

ALL THOSE LOTS, PIECES, PARCELS OR STRIPS OF LAND, SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING GENERALLY DESCRIBED AS THE PROPERTIES OWNED IN FEE SIMPLE BY THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

LOT 14, 15 AND 16 IN BLOCK 165 OF REVISED PLAT OF "CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

TR. 1 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. SAID TR. 1 INCLUDES THAT PORTION OF THE UNIVERSITY WATERWAY AS CONVEYED BY QUIT-CLAIM DEED FROM THE CITY OF CORAL GABLES TO THE UNIVERSITY OF MIAMI IN OFFICIAL RECORDS BOOK 27590 AT PAGE 641 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 1 AS DEDICATED TO THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA AS ADDITIONAL RIGHT OF WAY FOR SAN AMARO DRIVE, THE SAME AS MORE FULLY DESCRIBED IN THAT CERTAIN ORDINANCE NUMBER 1206, DATED DECEMBER 13, 1960 AND RECORDED IN OFFICIAL RECORDS BOOK 2464 AT PAGE 556, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 2 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 2 AS CONVEYED TO THE DR. JOHN D. MACDONALD FOUNDATION, A CORPORATION NOT FOR PROFIT, THE SAME AS MORE FULLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7079 AT PAGE 650 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 3 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 3 CONVEYED TO THE BOARD OF PUBLIC INSTRUCTION OF DADE COUNTY, FLORIDA (NOW THE MIAMI-DADE COUNTY SCHOOL BOARD) AS MORE FULLY DESCRIBED



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

IN THAT CERTAIN DEED AS RECORDED IN DEED BOOK 4030 AT PAGE 185 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 4 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 4 REPLATTED AS TRACT "A" OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

TR. 5 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 6 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 6 AS CONVEYED TO THE GREATER MIAMI HILLEL FOUNDATION, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 3803 AT PAGE 455 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AND

THAT PORTION OF SAID TR. 6 AS CONVEYED TO THE TRUSTEES OF THE DIOCESE OF SOUTHEAST FLORIDA, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 3815 AT PAGE 209 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

TR. 7 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 7 AS CONVEYED TO THE FLORIDA BAPTIST CONVENTION, INC. PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 3826 AT PAGE 31 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AND

THAT PORTION OF SAID TR. 7 AS CONVEYED TO THE TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION UNIVERSITY OF MIAMI, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1609 AT PAGE 72 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AND

THAT PORTION OF SAID TR. 7 AS CONVEYED TO THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8474 AT PAGE 246 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TRACT "A" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TRACT "A" OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

TOGETHER WITH:

TRACT "B" OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

ALL THOSE STRIPS, LOTS, PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING RIGHTS OF WAY OR ALLEYS VACATED OR ABANDONED IN FAVOR OF THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

A PORTION OF GEO. E. MERRICK STREET, AS SHOWN AND DESCRIBED IN THOSE CERTAIN PLATS ENTITLED "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45 AND "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 976, DATED JUNE 26, 1956, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTHEAST: BY THE SOUTHWESTERLY RIGHT OF WAY LINE OF MILLER DRIVE, NOW KNOWN AS HENRY KING STANFORD DRIVE, AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE SOUTHEAST: BY THE NORTHWESTERLY BOUNDARY OF BLOCK 165 OF SAID PLAT OF "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," THIS ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID GEO. E. MERRICK STREET.

ON THE SOUTHWEST: BY THE NORTHEASTERLY RIGHT OF WAY LINE OF PAVIA STREET, AS SHOWN ON SAID PLAT OF "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7."

ON THE NORTHWEST: BY A SOUTHEASTERLY BOUNDARY OF TR. 1 OF SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," THIS ALSO BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID GEO. E. MERRICK STREET.

TOGETHER WITH:

THAT PORTION OF UNIVERSITY DRIVE AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2244 DATED MAY 12, 1977, THE SAME LYING SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF AVENUE PISANO, AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81, LESS THAT PORTION OF SAID UNIVERSITY DRIVE AS



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

REPLATTED BY "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TRACT "C" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2244 DATED MAY 12, 1977.

TOGETHER WITH:

THAT PORTION OF THEO. DICKINSON DRIVE AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2682 DATED FEBRUARY 24, 1987 AND RECORDED IN OFFICIAL RECORDS BOOK 13227 AT PAGE 1306, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

THAT PORTION OF MILLER DRIVE, AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 3392 DATED JULY 13, 1999 AND RECORDED APRIL 15, 2003 UNDER MIAMI-DADE COUNTY CLERK'S FILE NUMBER 2003R247184 IN OFFICIAL RECORDS BOOK 21174 AT PAGE 5014 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

TRACT "B" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 3392 DATED JULY 13, 1999 AND RECORDED APRIL 15, 2003 UNDER MIAMI-DADE COUNTY CLERK'S FILE NUMBER 2003R247184 IN OFFICIAL RECORDS BOOK 21174 AT PAGE 5014 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II

TOGETHER WITH:

"THEO. DICKINSON DRIVE"

A STRIP OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "THEO. DICKINSON DRIVE", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE SOUTH: BY THE NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD". (UNIVERSITY CONCOURSE) AS SHOWN ON SAID PLAT.

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF SAID "THEO. DICKINSON DRIVE" AS SHOWN ON SAID PLAT.

ON THE NORTH: BY THE WESTERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT.

ON THE EAST: BY THE EASTERLY RIGHT OF WAY LINE OF SAID "THEO. DICKINSON DRIVE" AS SHOWN ON SAID PLAT.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

NOTE: THIS DESCRIPTION INCLUDES THAT PORTION OF SAID "THEO. DICKINSON DRIVE" AS VACATED BY THE CITY OF CORAL GABLES PURSUANT TO CITY ORDINANCE NUMBER 2682, ADOPTED FEBRUARY 24, 1987 AND RECORDED MARCH 30, 1987 IN OFFICIAL RECORDS BOOK 13227 AT PAGE 1306 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. THIS VACATED PORTION OF THE RIGHT OF WAY WAS INCLUDED IN THE FOREGOING LEGAL DESCRIPTION DUE TO THE POSITIONAL UNCERTAINTY OF THE LEGAL DESCRIPTION FOR SAME SET FORTH IN SAID CITY ORDINANCE.

"WM. E. WALSH AVE."

A STRIP OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "WM. E. WALSH AVE.", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AND THE RECORDED PLAT OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF "THEO. DICKINSON DRIVE" AS SHOWN ON SAID PLATS OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND "UNIVERSITY OF MIAMI DAUER TRACT."

ON THE NORTH: BY THE NORTHERLY RIGHT OF WAY LINE OF SAID "WM. E. WALSH AVE." AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE EAST: BY THE WESTERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLATS OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI AND UNIVERSITY OF MIAMI DAUER TRACT."

ON THE SOUTH: BY THE SOUTHERLY RIGHT OF WAY LINE OF SAID "WM. E. WALSH AVE." AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

"GEO. E. MERRICK ST."

A STRIP OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "GEO. E. MERRICK ST.", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE SOUTH: BY THE NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) AS SHOWN ON SAID PLAT.

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF SAID "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT.

ON THE NORTH: BY THE NORTHERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT.

ON THE EAST: BY THE EASTERLY RIGHT OF WAY LINE OF SAID "GEO. E. MERRICK ST.", EXTENDING NORTHERLY AND EASTERLY FROM ITS POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

"PAVIA ST." AS SHOWN ON SAID PLAT AND NORTHERLY ALONG SAID NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF "PAVIA ST." TO ITS POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT. SAID NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF "PAVIA ST." IS THE SAME AS THE WESTERLY LINE OF A PORTION OF SAID "GEO. E. MERRICK ST." AS PREVIOUSLY VACATED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA, PURSUANT TO ORDINANCE NUMBER 976, AS PASSED AND ADOPTED ON JUNE 26, 1956.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

**"HENRY KING STANFORD DRIVE/PAVIA ST./AVE. LEVANTE"
PARCELS ABUTTING PROPERTIES OWNED BY RELIGIOUS ENTITIES**

THOSE CERTAIN PARCELS OF LAND ABUTTING THE PROPERTIES OF SEVERAL RELIGIOUS ENTITIES, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS PORTIONS OF "AVE. LEVANTE", "PAVIA ST." AND "HENRY KING STANFORD DRIVE" (AS CHANGED PER CITY OF CORAL GABLES RESOLUTION NUMBER 22882 AND REFERRED TO AS SUCH FOR THE BALANCE OF THESE LEGAL DESCRIPTIONS), FORMERLY KNOWN AS "MILLER DRIVE," THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

PARCEL I:

A PORTION OF "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 8474 AT PAGE 335 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE METHODIST PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THE SAME POINT OF CURVATURE ALSO BEING A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 979.52 FEET AND A CENTRAL ANGLE OF 11°26'55" FOR 195.72 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE DEPARTING SAID CENTERLINE OF "HENRY KING STANFORD DRIVE", S38°52'35"W ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE MOST EASTERLY CORNER OF THE METHODIST PROPERTY; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE, THE SAME BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE METHODIST PROPERTY, HAVING A RADIUS OF 929.52 FEET AND A CENTRAL ANGLE OF 07°52'21" FOR 127.72 FEET TO THE POINT OF TANGENCY; THENCE N58°59'45"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE METHODIST PROPERTY FOR 23.86 FEET TO THE MOST NORTHERLY CORNER OF SAID METHODIST PROPERTY; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE METHODIST PROPERTY, N31°00'15"E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH SAID CENTERLINE OF "HENRY KING STANFORD DRIVE"; THENCE S58°59'45"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 23.86 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 979.52 FEET AND A CENTRAL ANGLE OF 07°52'21" FOR 134.58 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAME STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC.

PARCEL II

A PORTION OF "PAVIA ST." ABUTTING PROPERTY OWNED BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 8474 AT PAGE 335 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE METHODIST PROPERTY.")



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" FOR 265.35 FEET TO A POINT OF CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CENTERLINE OF "AVE. LEVANTE" AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 86.39 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "PAVIA ST." AS SHOWN SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND THE POINT OF TANGENCY; THENCE N39°40'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 129.50 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE N39°40'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 95.55 FEET; THENCE DEPARTING SAID CENTERLINE OF "AVE. LEVANTE", N50°19'30"E FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE" AND THE MOST WESTERLY CORNER OF THE METHODIST PROPERTY; THENCE S39°40'30"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY LINE OF THE METHODIST PROPERTY FOR 95.55 FEET TO THE MOST SOUTHERLY CORNER OF THE METHODIST PROPERTY; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY LINE OF THE METHODIST PROPERTY, S50°19'30"W FOR 30.00 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAME STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC.

PARCEL III

THOSE PORTIONS OF "AVE. LEVANTE" AND "PAVIA ST." ABUTTING PROPERTY OWNED BY THE TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION, UNIVERSITY OF MIAMI, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 1609 AT PAGE 72 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE CHRISTIAN SCIENCE PROPERTY.")



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" FOR 171.01 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 94.34 FEET TO A POINT OF CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CENTERLINE OF "AVE. LEVANTE" AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 86.39 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "PAVIA ST." AS SHOWN SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND THE POINT OF TANGENCY; THENCE N39°40'30"W ALONG SAID CENTERLINE OF "PAVIA ST." FOR 129.50 FEET; THENCE DEPARTING SAID CENTERLINE OF "PAVIA ST.", N50°19'30"E FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID "PAVIA ST.", WITH SAID POINT OF INTERSECTION ALSO BEING THE MOST WESTERLY CORNER OF THE CHRISTIAN SCIENCE PROPERTY; THENCE S39°40'30"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF "PAVIA ST." AND THE SOUTHWESTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY FOR 129.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 39.27 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY, THE SAME POINT OF INTERSECTION ALSO BEING THE POINT OF TANGENCY; THENCE N50°19'30"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY FOR 94.34 FEET TO THE MOST EASTERLY CORNER OF THE CHRISTIAN SCIENCE PROPERTY; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY, S39°40'30"E FOR 30.00 FEET TO THE POINT OF BEGINNING.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAME STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION, UNIVERSITY OF MIAMI, INC.

August 2, 2011



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

PARCEL IV

THOSE PORTIONS OF "AVE. LEVANTE" AND "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE FLORIDA BAPTIST CONVENTION, INC. AS RECORDED IN DEED BOOK 3826 AT PAGE 31 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE BAPTIST PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" WITH SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" FOR 171.01 FEET THENCE DEPARTING SAID CENTERLINE OF "AVE. LEVANTE", N39°40'30"W FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE", THE SAME POINT OF INTERSECTION ALSO BEING THE MOST SOUTHERLY CORNER OF THE BAPTIST PROPERTY; THENCE N50°19'30"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE BAPTIST PROPERTY FOR 94.34 FEET TO A POINT OF CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE BAPTIST PROPERTY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 93°29'10" FOR 40.79 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE BAPTIST PROPERTY, THE SAME POINT OF INTERSECTION ALSO BEING A POINT OF COMPOUND CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE BAPTIST PROPERTY AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 929.52 FEET AND A CENTRAL ANGLE OF 07°57'45" FOR 129.18 FEET TO A POINT OF TERMINATION ALONG THE ARC OF SAID CURVE, WITH SAID POINT OF TERMINATION ALSO BEING THE MOST NORTHERLY CORNER OF THE BAPTIST PROPERTY; THENCE N38°52'35"E ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE FOR 50.00 FEET TO A POINT OF RADIAL INTERSECTION WITH THE CENTERLINE OF SAID "HENRY KING STANFORD DRIVE" AND WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE ARC OF SAID



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

CURVE, HAVING A RADIUS OF 979.52 FEET AND A CENTRAL ANGLE OF 11°26'55" FOR 195.72 FEET TO THE POINT OF BEGINNING.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAID STRIPS OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE FLORIDA BAPTIST CONVENTION, INC.

PARCEL V

PORTIONS OF "AVE. LEVANTE" AND "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE DIOCESE OF SOUTHEAST FLORIDA, INC. AS RECORDED IN DEED BOOK 3815 AT PAGE 209 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE DIOCESE PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD" DRIVE FOR 120.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE DEPARTING SAID CENTERLINE OF "HENRY KING STANFORD DRIVE," S50°19'30"W FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE MOST EASTERLY CORNER OF THE DIOCESE PROPERTY; THENCE N39°40'30"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE DIOCESE PROPERTY FOR 75.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE DIOCESE PROPERTY AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 39.27 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE NORTHWESTERLY LINE OF THE DIOCESE PROPERTY WITH SAID POINT OF INTERSECTION ALSO BEING THE POINT OF TANGENCY; THENCE S50°19'30"W ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE NORTHWESTERLY LINE OF THE DIOCESE PROPERTY FOR 179.55 FEET TO THE MOST WESTERLY CORNER OF THE DIOCESE PROPERTY; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE NORTHWESTERLY LINE OF THE DIOCESE PROPERTY, N39°40'30"W FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID "AVE. LEVANTE"; THENCE N50°19'30"E ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 254.55 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID "HENRY



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

KING STANFORD DRIVE"; THENCE S39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 130.00 FEET TO THE POINT OF BEGINNING.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAID STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE DIOCESE OF SOUTHEAST FLORIDA, INC.

PARCEL VI

PORTIONS OF "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE GREATER MIAMI HILLEL FOUNDATION, INC. AS RECORDED IN DEED BOOK 3803 AT PAGE 453 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE HILLEL PROPERTY.")

BEGIN AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) FOR 75.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND A POINT OF CUSP OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE WEST, WITH SAID POINT OF CUSP BEARING S39°40'30"E FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE", THE NORTHEASTERLY LINE OF THE HILLEL PROPERTY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 39.27 FEET TO THE POINT OF TANGENCY; THENCE N39°40'30"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE HILLEL PROPERTY FOR 95.00 FEET TO THE MOST NORTHERLY CORNER OF THE HILLEL PROPERTY; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE HILLEL PROPERTY, N50°19'30"E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH SAID CENTERLINE OF "HENRY KING STANFORD DRIVE"; THENCE S39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 120.00 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

OF MIAMI-DADE COUNTY, FLORIDA AND WITH SAID STRIP OF LAND TO BE CONVEYED TO THE UNIVERSITY OF MIAMI BY THE GREATER MIAMI HILLEL FOUNDATION, INC.

"HENRY KING STANFORD DRIVE" (REMAINDER)

A STRIP OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "HENRY KING STANFORD DRIVE", THE SAME AS MORE FULLY DESCRIBED AS "MILLER DRIVE" ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE SOUTH: BY THE NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" (MILLER DRIVE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS WELL AS THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

ON THE NORTH: BY THE RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" (MILLER DRIVE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS WELL AS ON THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE EAST: BY THE EASTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS WELL AS ON THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

LESS THEREFROM:

THOSE PORTIONS OF THE PARCELS IDENTIFIED AS PARCELS I, IV, V AND VI RESPECTIVELY, THAT LIE WITHIN THE BOUNDARIES OF "HENRY KING STANFORD DRIVE" AS DESCRIBED ABOVE.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

"HENRY KING STANFORD DRIVE" (AS REPLATTED)

A PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS BEING A PORTION OF "HENRY KING STANFORD DRIVE", THE SAME AS MORE FULLY DESCRIBED AS ALL OF TRACT "D" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

THIS BEING THE SAME PARCEL OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

"AVE. LEVANTE" AND "PAVIA ST."

THOSE STRIPS OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "AVE. LEVANTE" AND "PAVIA ST.", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 AND THE RECORDED PLAT OF "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE NORTH: BY THE SOUTHERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE EAST AND NORTH: BY THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "PAVIA ST." AS SHOWN ON SAID RECORDED PLATS OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," TOGETHER WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" (MILLER DRIVE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE SOUTH: BY THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE" AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE WEST: BY THE SOUTHWESTERLY RIGHT OF WAY LINE OF "PAVIA ST." AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

LESS THEREFROM:



**MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II**

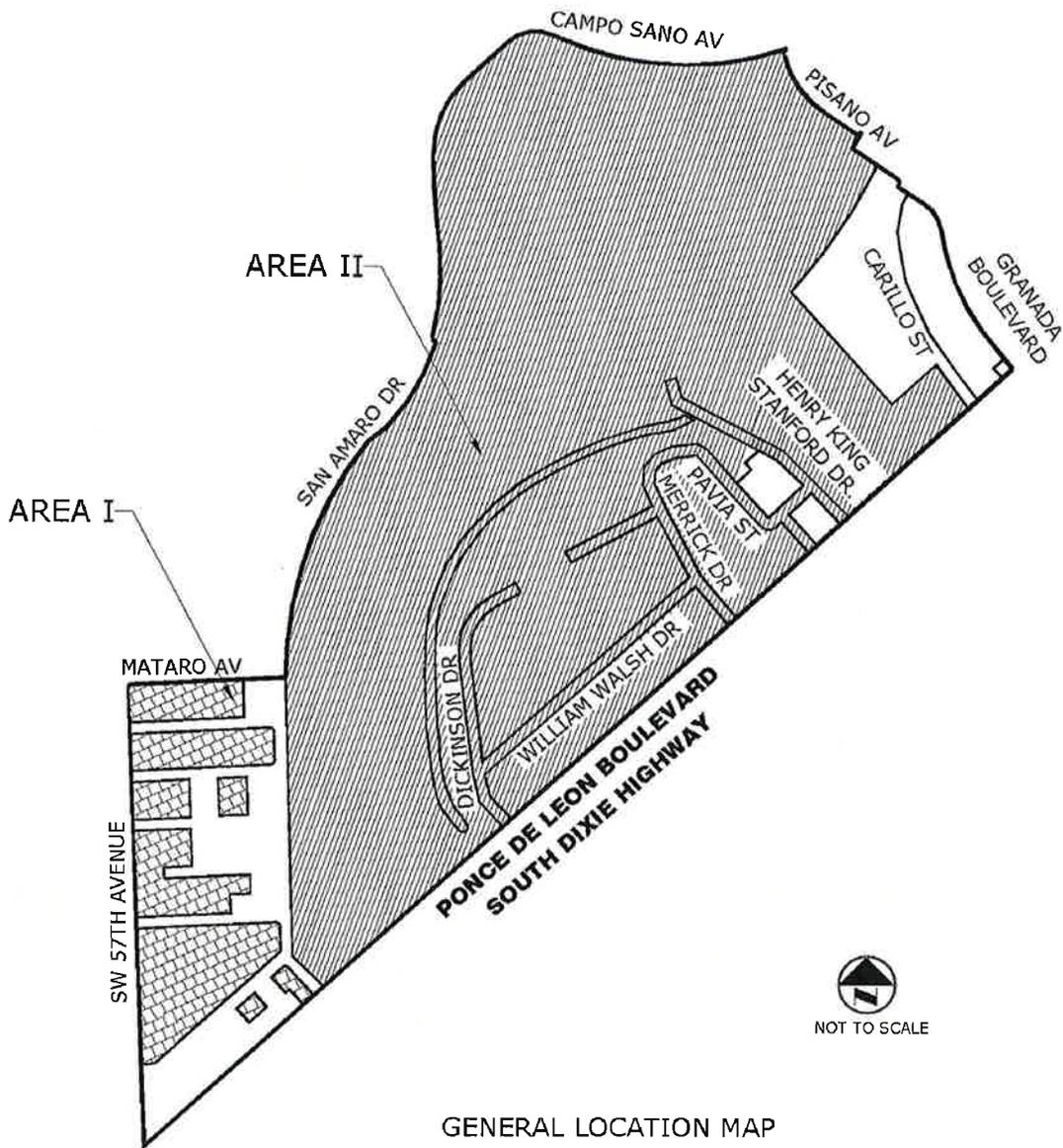
THOSE PORTIONS OF THE PARCELS IDENTIFIED AS PARCELS II, III, IV AND V RESPECTIVELY, THAT LIE WITHIN THE BOUNDARIES OF "PAVIA ST." AND "AVE. LEVANTE" AS DESCRIBED ABOVE.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID STRIPS, LOTS, PIECES OR PARCELS OF LAND AS DESCRIBED WITHIN THE ABOVE TWO (2) DESIGNATED AREAS I AND II CONTAINING 239.09 ACRES, MORE OR LESS, BY CALCULATION.



MAIN CAMPUS-CORAL GABLES, FLORIDA
LEGAL DESCRIPTIONS
AREAS I AND II



GENERAL LOCATION MAP

Appendix 15



CFN 2011R0108272
DR Bk 27590 Pgs 0637 - 6407 (4pgs)
RECORDED 02/16/2011 16:01:00
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument prepared by:
María C. Arriola Vélez
María C. Arriola Vélez, PA
35 Almería Avenue
Coral Gables, FL 33134

Folio No. 03-4130-002-1041

SPECIAL WARRANTY DEED

This Special Warranty Deed is made the 7th day of February, 2011 ~~December, 2010~~, between the CITY OF CORAL GABLES, a municipal corporation of the State of Florida (the "Grantor") whose address is 405 Biltmore Way, Coral Gables, Florida 33134 and the UNIVERSITY OF MIAMI, a Florida Corporation not-for-profit, f/k/a The University of Miami, Incorporated, a non-profit educational corporation of the County of Miami-Dade, State of Florida (the "Grantee"), whose address is Gables One Tower, Suite 1250, 1320 S. Dixie Highway, Coral Gables, FL 33146.

WITNESSETH:

Grantor, in consideration of Ten and No/100 US Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, pursuant to City of Coral Gables Resolution No. R-2010-271, the following property located in Miami-Dade County, Florida (the "Property"), to wit:

See EXHIBIT "A" attached hereto and made a part hereof

Subject to:

1. Taxes and assessments for the year 2011 and subsequent years
2. Zoning and other restrictions imposed by governmental authority
3. Terms of the Plat of CORAL GABLES, RIVIERA SECTION, PART SIX, according to the Plat thereof, as recorded in Plat Book 20, Page 79, of the Public Records of Miami-Dade County, Florida

4

STATE OF FLORIDA)
 :SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7th day of February 2011
~~December, 2010~~, by Patrick Salerno, as City Manager of the City of Coral Gables, who is
personally known to me.

Imelys Sansores

Notary Public, State of Florida

My Commission Expires:
01-21-2012



REC 16907 PG 3536

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

Lots 1, 2, 3, 6, 7 and 8, and a portion of Lot 4, Block 194, CORAL GABLES RIVIERA SECTION PART 6, according to the plat thereof, as recorded in Plat Book 20, at Page 79, of the Public Records of Dade County, Florida, and a portion of Avenue Sagua, vacated and discontinued by Ordinance No. 842, City of Coral Gables, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4, of Section 30, Township 54 South, Range 41 East, Dade County, Florida; thence South 00 degrees 13 minutes 22 seconds West, along the West line of said Section 30, for 472.32 feet to the intersection of the Westerly extension of the North Right-of-Way line of said Avenue Sagua; thence North 89 degrees 41 minutes 10 seconds East for 30.00 feet to the Point of Beginning of the following described parcel of land, said point being on the East right-of-way line of S.W. 57th Avenue (Red Road); thence continue North 89 degrees 41 minutes 10 seconds East for 133.37 feet; thence South 00 degrees 18 minutes 50 seconds East, at right angles to the last described line, for 13.55 feet; thence North 89 degrees 41 minutes 10 seconds East for 67.32 feet; thence South 00 degrees 18 minutes 14 seconds West for 138.15 feet to a point, said point being on the Northerly right-of-way line of Avenue Levante, as shown on said plat of CORAL GABLES RIVIERA SECTION PART 6, according to the plat thereof, as recorded in Plat Book 20, at Page 79; thence South 50 degrees 19 minutes 22 seconds West, along said Northerly right-of-way line of Avenue Levante, for 163.61 feet to a point of curve; thence Southwesterly-Westerly, along the arc of a circular curve to the right, having a radius of 20.00 feet and a central angle of 39 degrees 21 minutes 48 seconds, for an arc distance of 13.74 feet to a point of tangency; thence South 89 degrees 41 minutes 10 seconds West for 42.27 feet to a point of curve; thence Westerly-Northwesterly-Northerly, along the arc of a circular curve to the right, having a radius of 20.00 feet and a central angle of 90 degrees 32 minutes 12 seconds, for an arc distance of 31.60 feet to a point of tangency, said point being on the Easterly right-of-way line of S.W. 57th Avenue (Red Road); thence North 00 degrees 13 minutes 22 seconds East, along said Easterly right-of-way line of S.W. 57th Avenue (Red Road); for 239.82 feet to the POINT OF BEGINNING.

RECORDERS NOTE

The legibility of writing, typing or printing
unsatisfactory in this document when received

RECORDED IN OFFICIAL RECORDS DEPARTMENT
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN;
Clerk of Circuit & County
Courts



UNIVERSITY
OF MIAMI



MOBILITY PLAN

June 2012



Prepared by
University of Miami and
Keith and Schnars, P.A.



TABLE OF CONTENTS

| | |
|--|----|
| Executive Summary | 3 |
| University of Miami Mobility Plan | 7 |
| A. Residential Campus Strategy | 8 |
| 1. On-Campus Residential | |
| 2. Off Campus/Non-University Residential | |
| B. Parking Management Program and Policies | 10 |
| 1. No Freshman Car Policy | |
| 2. Commuter (Students, Faculty, Staff) Restrictions | |
| 3. Service and Deliveries | |
| C. Neighborhood Traffic Improvements | 11 |
| D. Reduction of Traffic North of Lake Osceola | 12 |
| E. Public Transit Program | 14 |
| 1. Metrobus | |
| 2. Metrorail | |
| F. Trip -Sharing Programs | 16 |
| 1. Zipcar | |
| 2. Car/Van Pool | |
| 3. Campus Taxi Stand | |
| G. Hurry 'Canes Shuttle Program | 17 |
| 1. On-Campus Shuttles | |
| 2. Recreational and Shopping Shuttles | |
| 3. Off-Campus Shuttles | |
| H. Bicycle and Pedestrian Programs | 19 |
| 1. U Bike | |
| 2. Pedestrian and Bike Pathways | |
| I. Enhanced Campus Life Programming | 21 |
| J. Regional Traffic Studies | 22 |
| Appendix | |
| 1. Mobility Plan Matrix 2011 - 2012 | 23 |
| Exhibits | |
| A. 2011-2012 Local Traffic Counts | 7 |
| B. Adopted Master Plan | 8 |
| C. Campus Parking Map | 10 |
| D. Access and Internal Circulation – Phase I | 13 |
| E. Internal Road Phase I & II – Loc. Eliminated Parking Spaces | 14 |
| F. Transit Availability Map | 15 |
| G. Campus Shuttle Map | 18 |
| H. Campus Parking Zones | 24 |
| I. Campus Parking Supply | 25 |

D. Reduction of Traffic North of Lake Osceola

The University will control traffic patterns by controlling access to its parking resources. To divert traffic away from the single-family residential areas north of Lake Osceola, the University:

- implemented changes to the parking management program that limit and reduce the amount of parking spaces and permits issued for parking lots adjacent to the residential neighborhoods bordering the campus north of Lake Osceola, resulting in an average 16.6% decline in University traffic between 2011-2012;
- is constructing a new traffic circle at Miller Road;
- is constructing Phase I of the Internal Road which will preserve the existing intramural ball fields and the vitally important Gifford Arboretum;
- will reduce over 300 parking spaces by way of parking lot improvements; and
- will interconnect specific parking lots in the academic core to eliminate the need to exit the campus and drive onto public streets in search of parking.



E. Public Transit Program

The University aggressively promotes the use of public transportation by its students and employees through its Public Transit Program. Each rider on public transit represents one less car on the campus and the roadway network. This successful program includes:

- subsidized Tri-Rail and Metropasses for employees, faculty, and students; and
- encouraging Metrobus ridership.



F. Trip-Sharing Programs

The University community is uniquely positioned to reduce the number of single-occupant vehicle trips by promoting trip-sharing programs. Current programs include:

- car sharing through the Zipcar program;
- car pooling;
- van pooling; and,
- use of taxis.



G. Hurry 'Canes Shuttle Program

The innovative and extremely popular Hurry 'Canes shuttle program promotes campus connectivity and mobility and significantly reduces the single-occupant vehicle trips. The shuttle program connects the campus with:

- transit and campus parking resources;
- nearby merchants and shopping districts;
- the airport during major holidays;



- other UM campuses; and
- SunLife Stadium for major sporting events.

H. Bicycle and Pedestrian Programs

South Florida is a highly suitable location for bicycle and pedestrian transportation programs. In March 2012, the University was named a Bike Friendly University, Bronze, by the League of American Bicyclists. This prestigious achievement validated the University's efforts to develop and support a healthy bike culture on campus. The University's U Bike program will continue to:

- facilitate campus bike sales;
- integrate registration and safety programs for cyclists;
- make air stations available for pumping tires; and
- consider bike storage facilities and pathways as part of campus projects.

I. Enhanced Campus Life Programming

By continuing to develop the campus as a place to live, study, eat, and play, the need to leave the campus is diminished, thereby resulting in fewer trips on the local roadways. Improvements to campus life include:

- enhanced wellness and recreational facilities;
- a new Student Activities Center; and
- new medical and health resources with enhanced student after hours and weekend programming.

J. Regional Traffic Studies

The Mobility Plan does not operate in isolation. Rather, its effectiveness is measured by the results of Regional Traffic Studies ("RTS") that the University performs and updates. A new RTS is scheduled to be completed in 2013. Through the RTS process, the University will:

- measure the efficacy of the Mobility Plan;
- forecast the impact of future campus development; and
- generate recommendations for consideration as part of the Mobility Plan.



UNIVERSITY OF MIAMI MOBILITY PLAN

Reducing traffic on the streets surrounding the campus benefits both the community and the University – it helps preserve the tranquility of the residential areas and reduces pressure on campus parking supply. This is a key benefit to students, faculty, staff, and visitors. In order to reduce the number of single-occupant vehicles that come to the campus, the University of Miami has implemented strategies and programs that have a direct and immediate impact on regional trip reduction, particularly commuter trips that occur during morning and afternoon peak hours.

Since the adoption of the first Campus Master Plan in 1992, the University has been required to closely monitor and report on traffic around the campus in a Regional Traffic Study (RTS). As a result, the University has been able to clearly document and understand historic traffic patterns around campus.

The first RTS in 1992 contained a number of mitigation recommendations to reduce traffic impacts on surrounding residential neighborhoods and arterial approach roads to the campus. At that time, there was a perception among the neighbors surrounding the campus that traffic on local neighborhood streets during rush hour was predominantly generated by University commuter students and staff. The 1992 study found that most traffic was due to non-university related commuters taking short cuts from Red Road and areas to the west to get to downtown Coral Gables. Actual traffic to the University was relatively low.

The 2008 RTS reviewed all traffic-improvement recommendations since 1992. The report revealed that the series of traffic-calming measures, traffic improvements, street closures, and other University mobility programs implemented during the previous years were successful in mitigating traffic in the area and reducing the volume of trips – particularly in the residential neighborhood to the north of the campus.

| Historic Volumes at UM Driveways Along San Amaro Drive and Campo Sano Avenue | | | | | Percent Change 1990 - 2012 | Percent Change 2000 - 2012 | Percent Change 2011 - 2012 |
|--|----------------|----------------|----------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Three Hour, Two-Way AM Peak Hour Period (7 AM - 10 AM) Volumes | | | | | | | |
| UM Access Driveway | April 1990 (1) | April 2000 (2) | April 2011 (3) | April 2012 (4) | | | |
| Miller Drive | 810 | 821 | 645 | 466 | -42.5% | -43.2% | -27.8% |
| Memorial Drive | 566 | 608 | 661 | 582 | 2.8% | -4.3% | -12.0% |
| Robbia Avenue | 236 | 222 | 226 | 223 | -5.5% | 0.5% | -1.3% |
| Brunson Drive | 1,041 | 1,522 | 643 | 568 | -45.4% | -62.7% | -11.7% |
| Total | 2,655 | 3,178 | 2,175 | 1,839 | -30.7% | -42.0% | -15.4% |
| Three Hour, Two-Way AM Peak Hour Period (7 AM - 10 AM) Volumes | | | | Percent Change 1990 - 2012 | Percent Change 2000 - 2012 | Percent Change 2011 - 2012 | |
| UM Access Driveway | April 1990 (1) | April 2000 (2) | April 2011 (3) | | | | April 2012 (4) |
| Miller Drive | 1,093 | 876 | 975 | 797 | -27.1% | -9.0% | -18.3% |
| Memorial Drive | 830 | 848 | 877 | 640 | -22.9% | -24.5% | -27.0% |
| Robbia Avenue | 274 | 174 | 191 | 184 | -32.8% | 5.7% | -3.7% |
| Brunson Drive | 927 | 767 | 828 | 747 | -19.4% | -2.6% | -9.8% |
| Total | 3,124 | 2,655 | 2,871 | 2,368 | -24.2% | -11.1% | -17.5% |

Notes:
 (1) University of Miami, Coral Gables Campus, Parking and Traffic Study; Ralph Burke Associates and Joseph F. Rice, P.E., 1992. Counts April 1990
 (2) University of Miami Traffic and Parking Study Year 2000 Update & Concurrency Analysis, June 2000; Kelth and Schnars, P.A. and Jackson M. Ahlstedt, P.E., June 2000. Counts April 2000
 (3) Traffic counts, April 2011; Traffic Survey Specialists, Inc.
 (4) Traffic counts, March 29 (PM) and April 12 (AM) 2012; Traffic Survey Specialists, Inc.

Exhibit A: 2011 - 2012 Local Traffic Counts

Despite an increase of nearly 1.2 million square feet of campus development during the period, a comparison of the findings in the 1992 and 2008 RTS reports show a modest reduction in traffic patterns around the University.

Traffic data obtained in Spring 2012 indicates that University traffic volumes in the northern sector of campus adjacent to the residential neighborhoods have been reduced by more than 15.41% in the morning peak hours and over 17.5% in the afternoon peak hours compared to corresponding volumes recorded in 2011 (See *Exhibit A – 2011 - 2012 Local Traffic Counts*).

These reductions in traffic volume are the result of programs that have reduced both the number of vehicles that come to the campus, and traffic around and within the campus. The drop in traffic in this area is consistent with an overall flat rate of growth at the University and significant

neighborhood traffic improvements on San Amaro and Campo Sano that slow and divert traffic. The drop in volume is also attributable to the increase of students living in immediate proximity to the campus. The University is committed to further reducing vehicle trips and their impacts on the residential neighborhoods and has implemented programs to support these goals. In Fall 2011, the University implemented changes to its parking management program which assigns parking permits to specific lots and has reduced circulation on surface roads of commuters looking for parking and thus further serving to reduce traffic impacts in the residential neighborhoods bordering campus. The Mobility Plan components are described below:

A. Residential Campus Strategy

An important goal of the University’s strategic plan is to continue the evolution toward becoming a residential campus. The University is committed to providing more student housing and expanding campus life facilities. The increased number of students living on campus has a direct correlation with reduced traffic during peak hours.

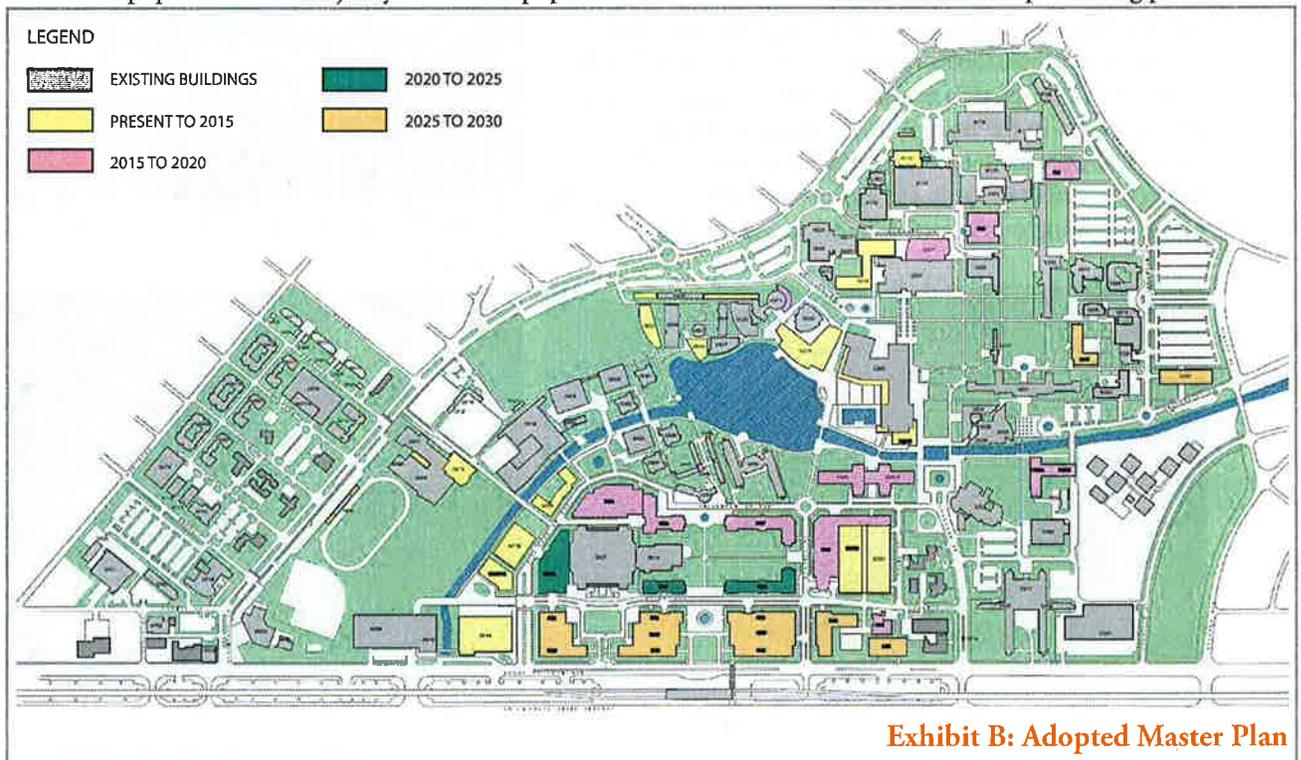
Campus residents are prohibited from driving their vehicles around campus. Instead, they are encouraged to travel by foot, bike, or Hurry ‘Canes shuttles. Campus residents are issued specific parking assignments where their vehicles remain for the majority of the day. By growing the on-campus population and associated parking limitations, campus area traffic is reduced.

See Mobility Plan Matrix, Appendix I, for information on campus population under the Residential Campus Strategy.

1. On-Campus Residential Strategy

The University has a resident student population of almost 4,400 students and a small faculty/staff resident population of about 3,200 (see *Mobility Plan Matrix, Appendix 1*). One of the long-term goals of the University, as reflected in the adopted Campus Master Plan (see *Exhibit B - Adopted Master Plan*), is to increase the number of residential units to provide for over 6,000 resident students.

As stated in the 2008 RTS, any increase in student resident population results in a significant reduction in peak-hour student trips, especially during the morning peak period. The shift in the campus population from a majority commuter population to a majority residential population will reduce vehicular traffic to campus during peak hours.





University Village

In 2006, University Village (UV), an 800-bed residential complex, opened for upperclassmen and graduate students. This project converted 800 students from commuters to residents, instantly reducing daily traffic to campus by some 1,600 vehicle trips. The apartment complex includes two parking garages with 800 spaces reserved exclusively for these residents. The parking ratio is one space per resident, freeing up almost 800 parking spaces in the core of the campus for other uses. Lastly, UV residents are restricted from parking anywhere other than in the UV garages between the hours of 8 a.m. and 4 p.m., Monday through Friday.



University Village Townhomes

The UV residential complex also includes 16 two-and-three bedroom townhome units with enclosed garages and two surface lots for faculty and staff families. In some cases, more than one household member is employed by the University. The estimated trip reduction is approximately 60 trips per day during peak hours and frees up about 30 campus parking spaces.

2. Off-Campus/Non-University Residential Development

Private-sector residential development within a mile of campus has increased significantly in the past five years with the renovation of the Cloisters and the construction of Red Road Commons, the Valencia apartment complex, and various other projects in the nearby South Miami and Merrick Park areas. The University estimates that more than 1,500 students are now living in the vicinity and are either walking, biking, or using public transit to get to the campus.



Red Road Commons



Valencia



Cloisters

B. Parking Management Program and Policies

The University's Parking and Transportation Department (PTD) is responsible for the overall management of parking facilities and services, traffic control, maintenance of an effective commuter system, and meeting the transportation needs of the University community. All vehicles that park on campus must be registered with the PTD and are required to display a current and valid parking permit. See Mobility Plan Matrix, Appendix I, for information on parking supply and parking permits under the Parking Management Program and Policies.

The University has approximately 9,300 parking spaces distributed among 83 surface lots and 5 parking garages. Approximately 2,550 spaces are located north of Lake Osceola, with the remaining 6,750 spaces located to the south (*see Exhibit C – Campus Parking Map*). Nearly 3,250 of the spaces are located in parking garages south of the lake. The University monitors campus parking usage on a daily basis and has estimated that there is a daily vacancy rate of 1,200 spaces. The daily vacancy rate is determined based on daily counts taken by the University of Miami Parking and Transportation Department between 10 a.m. and 2 p.m. (peak campus parking demand) of parking lots and garages taken in two hour intervals as part of daily operations protocols for parking management purposes.

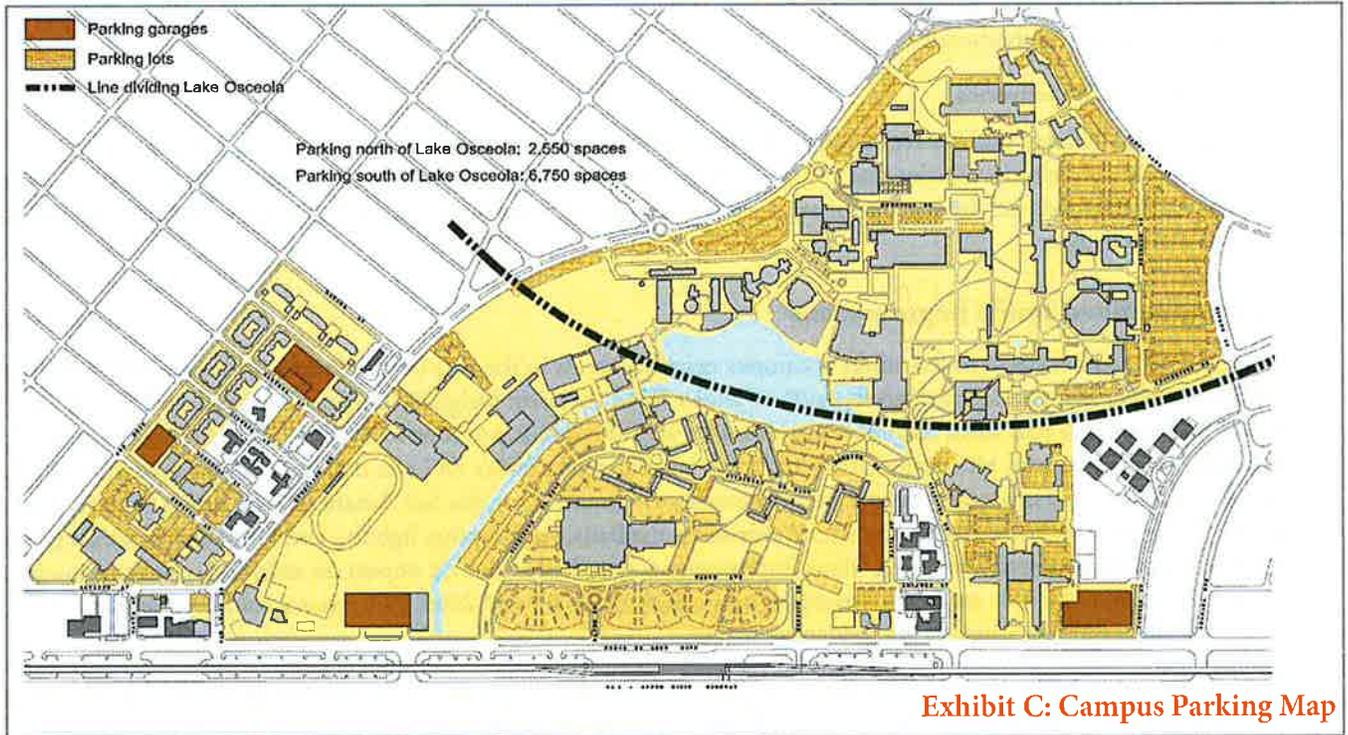


Exhibit C: Campus Parking Map

1. No Freshman Car Policy

In 2008, the University implemented a policy that restricted first-year resident students from bringing a car on campus, which immediately reduced parking demand by nearly 500 cars and decreased vehicle trips.

2. Commuter (Students, Faculty, Staff) Restrictions

One characteristic of campus parking behavior is the tendency of drivers to seek parking as close to their destination as possible. Therefore, the campus core area to the north of Lake Osceola, with approximately 2,550 spaces, is the most desirable area for parking. These lots are also the ones closest to the residential neighborhoods bordering the University.

In Fall 2011, the University implemented changes to the parking management program that issues parking permits for commuter students, faculty, and staff to specific parking lots identified by various colors (See *Exhibit H - Campus Parking Zones*). The number of permits sold for each parking area is calibrated to the number of parking spaces in each lot of the same color as they are all interconnected as well. This ensures that commuters will not have difficulty finding a space in their assigned lot and nearly eliminates the need for commuters to utilize an external surface road to search for parking once they have entered their assigned lot on campus. Due to the distribution of parking on campus, with the majority of parking resources located south of Lake Osceola, the program has served to redirect commuters from lots north of the lake to areas south of the lake, further away from the surrounding residential neighborhoods.



Allen Hall Parking Lot

3. Service and Deliveries

Service and delivery vehicles are encouraged to utilize Ponce de Leon Boulevard to access the campus. This reduces the number of delivery vehicles that approach the campus through the residential neighborhoods. In addition, the University has reduced the number of service vehicles that are in use on the campus and has added numerous electric vehicles to its fleet.

C. Neighborhood Traffic Improvements

A number of improvements to the adjacent campus neighborhoods in the past twenty years have helped divert, reduce, and calm traffic. Many residential streets south of Miller Road (Mataro, Delgado, Zoreta, Consolata, and Zuleta Avenues) and along the Red Road corridor were closed by way of resident petitions to the City. The University installed medians and plantings on Hurricane Drive, and most recently along Ponce de Leon that have helped calm and reduce traffic. The most successful traffic calming improvements are found along the San Amaro Drive/Campo Sano Avenue corridors. These improvements include enhanced sidewalks, medians, landscaping, lighting and limitation of access points to the residential cross streets in the area. These improvements have had a positive impact on reducing speed and minimizing cut-through traffic into residential neighborhoods. Both the 2003 and 2008 RTS reports confirm that traffic volumes have been decreasing on neighboring residential streets.

The intersection of Miller Road and San Amaro Drive will be modified. A traffic circle will take the place of the existing signalized intersection, providing a new access directly to the campus from the traffic circle and eliminating the current Miller Drive access driveway. This action will result in additional reduction of vehicle trips on San Amaro Drive north of Miller Road. In addition, the University Hurry' Cane shuttle will enter and exit the campus at this point instead of continuing north on San Amaro to Memorial Drive. The project is under construction and is expected to be completed by Fall, 2012.



Mataro Street Closure



Campo Sano Drive Median



Hurricane Drive Median

D. Reduction of Traffic North of Lake Osceola

The University of Miami has been implementing programs to improve campus mobility over the last twenty years. The April 2012 traffic counts north of Miller Drive demonstrate that University traffic has been reduced by nearly 31% in the AM peak hours and by 24% in the PM peak hours since 1990 by adding more student housing, more parking south of Lake Osceola, restricting parking, eliminating resident freshman cars, encouraging alternate modes of transportation, and most notably by the changes to the parking management program implemented in the Fall of 2011.

In the early 1990's, before the Regional Traffic Studies ("RTS") were undertaken, a general belief existed that the University was the primary generator of all the traffic in the area. However, numerous RTS reports consistently demonstrated the limited growth of University traffic, and in some cases, the reduction of traffic, despite the 1.2 million square feet of campus development since the first traffic study was conducted in 1992.

When the internal road was made a condition of approval for the 2006 UMCAD Amendments, the prevailing development assumption at that time included an ambitious University development program that would significantly increase trips to the campus. The internal road was intended to help reduce some of the trips on the surrounding roadway network by providing a direct access to the campus at Miller Road and connecting the parking lots north of Lake Osceola. Furthermore, the City required that the University construct the internal road and maintain the existing parking supply north of the lake by building new surface lots.



Pathways



Pathways



Hurry 'Canes Shuttles



University Village

In order to comply with these requirements, a significant portion of the John C. Gifford Arboretum – a highly valued botanical collection used for academic and research purposes by the College of Arts and Sciences and occupying the remaining open space in the area – would be lost. The Arboretum enjoys strong community support and is associated with the Fairchild Tropical Botanic Garden. The internal road plan as originally conceived would have been detrimental to the Arboretum.

The most recent RTS in 2008, the 2011 Mobility Plan, and traffic counts taken in Fall 2011 and Spring 2012 provided a meaningful opportunity to re-evaluate the present utility of the internal road project as originally conceived, given the material changes in circumstances that have occurred since its original inception. This re-evaluation confirms that the parking management program initiated in 2011, together with the planned reduction of parking spaces north of the lake, provide a quantifiable reduction in campus trips. In addition, the new parking management program allows the City and University to preserve the Arboretum.

The parking management program implemented in Fall 2011 restricts commuter parking permits to specific parking lots that are interconnected. Permit holders are assured of finding a space in their assigned lots and no longer need to search campus wide for parking. This eliminates the need for a connecting road through the Arboretum as areas on the northeast and northwest sides of campus will be considered separate parking resources and each is independent from one another.

Furthermore, the loss of spaces north of the lake due to construction, combined with the addition of over 300 spaces at the Pavia Garage shifts a substantial number of commuter parking permits from the academic core to the area south of Lake Osceola. With the shifting of commuter parking permits, the University traffic in the northern area is reduced instead of only being diverted into the campus. Phase I of the internal road includes a direct entry to the campus from Miller Road, eliminates one access connection (Miller Drive), and provides an internal connection from Memorial Drive and all parking lots south of the Arboretum to the new Miller Road campus access. (see *Exhibit D - Access and Internal Circulation - Phase I*).



Gifford Arboretum

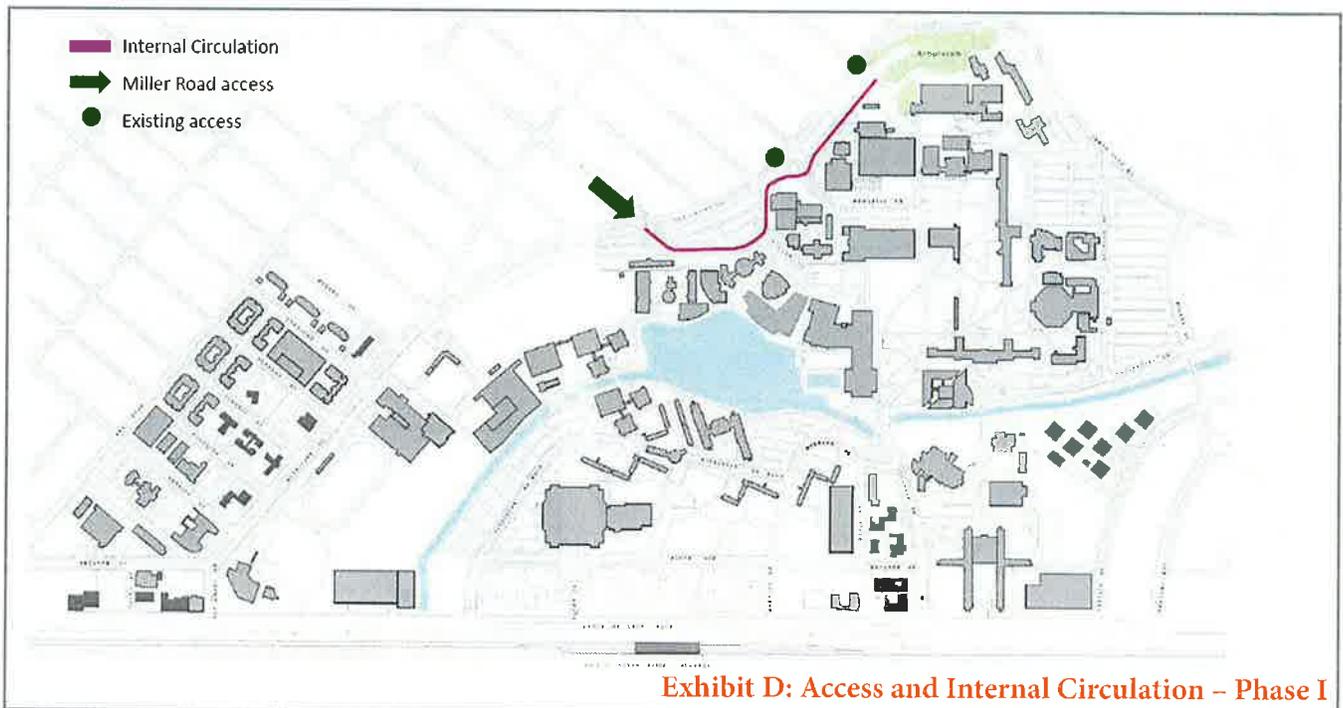
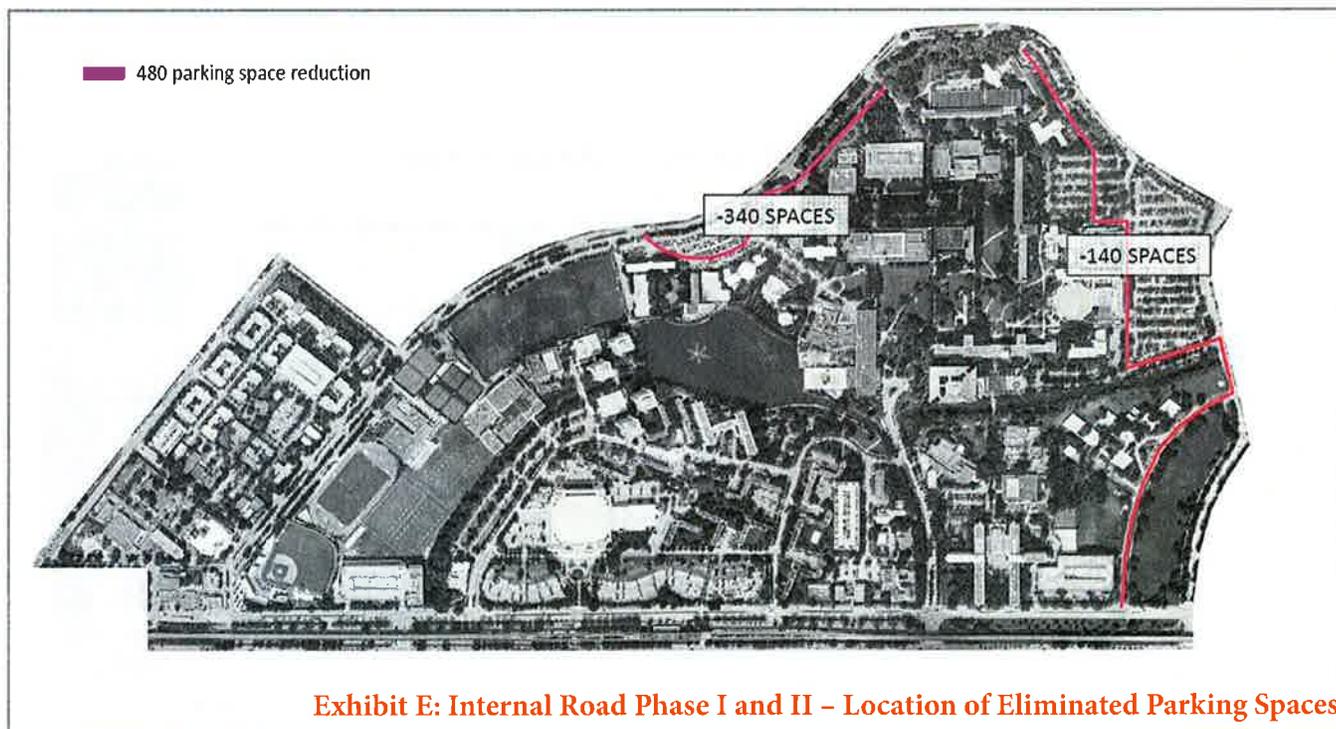


Exhibit D: Access and Internal Circulation – Phase I

The University proposes a revised approach to Phase II of the internal road which will connect the parking lots on the east side of the Campus core from east and south of the Arboretum to University Drive and Pisano Avenue. The parking management program eliminates the need for commuters to traverse the campus looking for spaces since parking permits are limited to very specific parking lots. The revised Phase II road plans do not connect the internal road through the Arboretum, since that would have no intrinsic value in reducing traffic and would be highly destructive to the Arboretum – a key neighborhood amenity as well as a vital academic and research resource.

Lastly, the net effect of Phases I and II will be the elimination of nearly 500 surface parking spaces in the campus areas neighboring the residential areas (See Exhibit E – Internal Road Phase I and proposed Internal Road Phase II – Location of Eliminated Parking Spaces). Because parking resources are a primary driver of traffic, reducing the parking supply and permits sold will result in a reduction of between 1,000 and 2,000 daily vehicle trips in the area north of Miller Road. The expected traffic reduction makes it unnecessary to maintain the existing parking supply north of the lake as required in the original scope of the Internal Road project.



E. Public Transit Program

The proximity of the campus to mass transit supported the inclusion of the University in the City’s “Gables Redevelopment Infill District” (GRID), a transportation concurrency exception area. A key consideration for traffic concurrency exception is the availability and proximity of mass transit. The Miami-Dade County Metrorail runs along the southeast edge of campus between Ponce de Leon Boulevard and U.S. 1, with a University Station that is accessed by a signalized pedestrian crossing on Ponce de Leon Boulevard, just south of Merrick Drive.

To support regional traffic reductions and encourage mass transit ridership, the University implemented a *Public Transit Program* in 2008 to provide free or discounted Tri-Rail and Miami-Dade Metropasses for employees, faculty, and students. Program participants are restricted from purchasing parking permits. However, they may use other modes of campus transportation such as the Hurry ‘Canes Shuttle, which provides convenient access from Metrorail’s University Station to the campus. Full-time students and employees are eligible to purchase monthly Metropasses at a reduced rate. Approximately 390 Coral Gables Campus participants take advantage of this program. Overall, nearly 3,000 faculty and staff take advantage of this program across all three campuses (Coral Gables campus, Miller School of Medicine located in the City of Miami, and Rosenstiel School of Marine and Atmospheric Science on Virginia Key). The program reduces the

number of cars on campus and associated parking needs.

The University is well-served by Miami-Dade Transit (MDT) buses and the Metrorail (see Exhibit F – Transit Availability Map). MDT is the 14th largest public transit system in the country and the largest transit agency in the state of Florida. This integrated transportation system consists primarily of the Metrobus fleet, connecting most areas of Miami-Dade County, Metrorail, and Metromover which serves the downtown central business district of Miami. Currently, Miami-Dade Transit records over 353,000 weekday boardings on this unified system. The MDT connects to the Regional Tri-Rail commuter service, which provides heavy rail commuter services within the Tri-County Area (Miami-Dade, Broward, and Palm Beach Counties). The Mobility Plan Matrix, Appendix 1, provides information on ridership under the Public Transit Program.

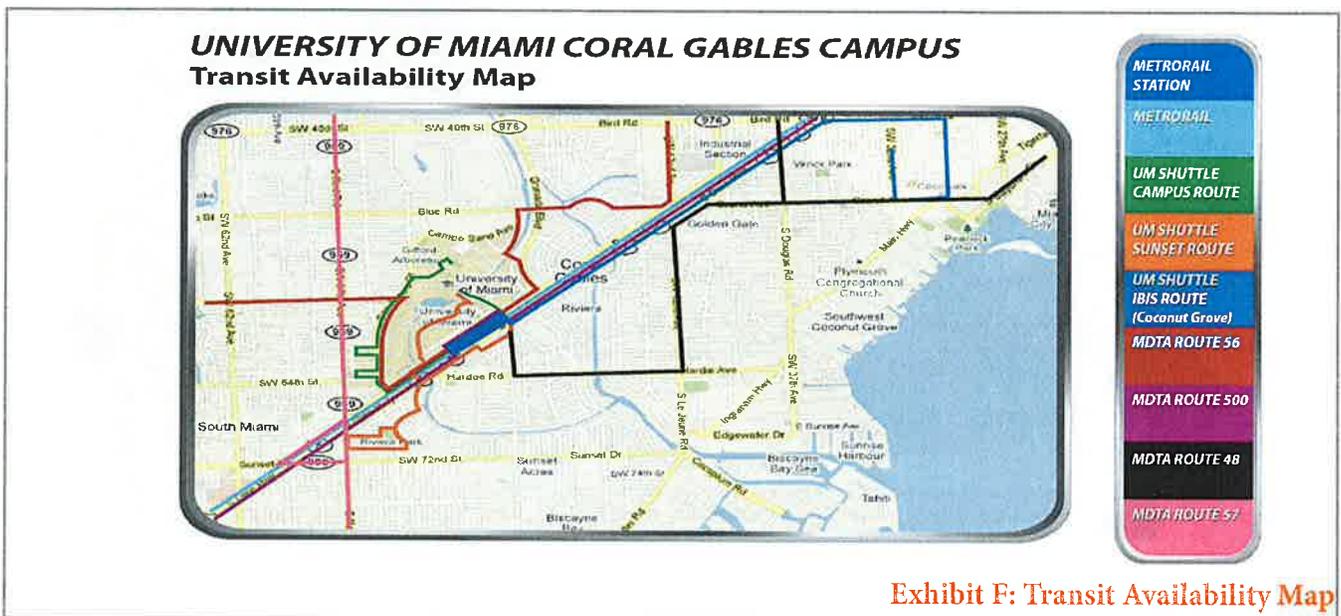


Exhibit F: Transit Availability Map

1. Metrobus

The UM Coral Gables campus is served by three regular Metrobus routes (Routes 48, 56, and 57) and the Midnight Owl Service (Route 500). MDT bus routes serve the area along the peripheral roads and, in several instances, share bus stops with UM’s Hurry ‘Canes shuttle buses.

- **Route 48** operates between the Brickell Metrorail Station and the University Metrorail Station via Coconut Grove and South Bayshore Drive. In the immediate UM campus area, this bus route operates along U.S. 1 and Ponce de Leon Boulevard between South Alhambra Circle and Stanford Drive. The route operates Monday through Friday, between 6:40 a.m. and 7:36 p.m. with a frequency of about 60 minutes.
- **Route 56** operates between SW 162nd Avenue/47th Street (56A), Miller Road, Town and Country Mall (56), and Miami-Dade College Kendall Campus (56) and Miami Children’s Hos-



Metrobus at University Station

pital via the University Metrorail Station and the City of Coral Gables. In the immediate UM campus area, this bus route operates along University Drive (Doctors' Hospital), Pisano Avenue, Granada Boulevard, Ponce de Leon Boulevard (including the University Metrorail Station), San Amaro Drive, and Miller Road. The route operates Monday through Friday, between 6:40 a.m. and 7:36 p.m. with a headway that varies between 25 and 35 minutes.

- **Route 57** operates between the Tri-Rail Airport Station and the Jackson South Hospital via the Miami International Airport, South Miami Metrorail Station, Red Road (NW/SW 57th Avenue), and the SW 152nd Street Park and Ride, Jackson South Hospital. In the immediate UM campus area, this bus route operates along SW 57th Avenue on the southwestern boundary of the campus. The route operates Monday through Friday, between 5:36 a.m. and 7:21 p.m. with a headway that varies between 40 and 60 minutes.

- **Route 500** Midnight Owl operates on a 60-minute headway schedule every night (seven days a week) from around 12:30 a.m. until about 5:30 a.m. The buses stop at or near Metrorail stations, from Dadeland South to the Government Center station, including the University Metrorail station. In the immediate campus area, the route operates along Ponce de Leon Boulevard between Stanford Drive and South Alhambra Circle.

2. Metrorail

Metrorail is a 224.6-mile, elevated rapid transit system which runs from Kendall in southern Miami-Dade County through South Miami, Coral Gables, and downtown Miami; to the Civic Center/Health District; and to Brownsville, Liberty City, Hialeah, and Medley in northwest Miami-Dade, with connections to Broward and Palm Beach counties at the Tri-Rail/Metrorail transfer station. In Summer of 2012, the AirportLink Metrorail Extension project is expected to be completed. This extension of Metrorail will provide a connection from the Earlington Heights Metrorail Station to Miami International Airport. Overall, the system has 22 accessible Metrorail stations about one mile apart from each other providing easy access for bus riders, pedestrians, cyclists, and passengers.

The University Metrorail Station is located on Ponce de Leon Boulevard directly across from the campus and is one of the ten most heavily utilized stations in the system, with nearly 500,000 weekday boardings during Academic Year 2011-2012. A pedestrian traffic signal provides direct access to the campus across Ponce de Leon Boulevard. The station has connecting service provided by MDT Routes 48, 56, 57 and 500 and UM's Hurry 'Canes Shuttle buses.



Metrorail

F. Trip-Sharing Program

The University recognizes that a car is a desirable asset in car-centric South Florida. To provide members of the University community who do not to have a car with the option of utilizing one, the University of Miami hosts a car-sharing program on campus and encourages the use of taxicabs, particularly in the evening. The mobility plan matrix, Appendix 1, provides supporting information on trip sharing programs.

1. Zipcar

Zipcar is an innovative and affordable car-sharing program that was launched on campus in 2008. Car-sharing industry standards report that car sharing takes about 15 private cars off the road for every 50 members, reduces parking demand, saves money, and is good for the environment. It has been reported that car-sharing members:

- drive 40% fewer miles;
- use public transportation about 46% of the time;
- increase bicycle trips by 10%; and
- increase walking trips by 26%.

At present, the UM Zipcar program includes thirteen vehicles (including hybrid models) on campus stationed at three convenient locations with reserved parking spaces:

- Eaton Residential College parking lot across from Lake Osceola;
- Hecht/Stanford Residential parking lot; and
- Mahoney/Pearson Residential parking lot (the cars are located in the first two spaces upon entering the lot via Stanford Drive).

Zipcar members, 18 and older, may rent a vehicle for an hour, a whole day, or longer for a small fee that includes fuel, insurance, and maintenance. Zipcars are available 24 hours a day, seven days a week, and can be reserved online. This program is particularly convenient to resident populations that do not have a car on campus and also for faculty and staff that use public transportation or ride-sharing programs.



Zipcars

There are over 1,200 University and community members of the Zipcar program, a 26% increase from 2011. Based on current usage statistics, each Zipcar is in use approximately 57% of the time with about 48% of its use occurring during weekdays and 76% during the weekends.

2. Car/Van Pool

The University promotes and encourages carpooling by providing a direct link to South Florida Commuter Services web portal from the UM website. This system allows University employees to link daily travel-sharing plans with others travelling to the campus or other employment centers. The commuter program reinforces savings of time and money for commuters as a benefit. For the University, the benefits derived are reduced traffic trips to campus and greater parking vacancy.

3. Campus Taxi Stand Areas

Taxis are an effective means of transportation for students, particularly in the evening hours. The University of Miami Police Department created two weekend campus taxi stand areas that are convenient for resident students. On Thursday, Friday, and Saturday evenings from 9.p.m. to 3.a.m., taxis coming to pick up or drop off anyone on campus are restricted to two locations: on the Dickinson Drive Circle or on Stanford Drive, just east of the Lowe Art Museum. Access to these areas is from Ponce de Leon Boulevard and does not impact the residential neighborhoods.



Taxis

G. Hurry 'Canes Shuttle Program

The Parking Management Program for the University instituted in the Fall of 2011 was designed to encourage commuters and visitors to park and use the Hurry 'Canes Shuttles to get around campus. The success of the management program is confirmed in the system-wide increase in ridership of 43% in the past academic year and the reduced traffic counts recorded in the Fall 2011 and Spring 2012. University's Hurry 'Canes Shuttle is a free program funded by the University that provides easy and direct service throughout campus. A shuttle route map is shown in *Exhibit G – Campus Shuttle Map*. The Mobility Plan Matrix, Appendix 1, provides supporting information on the Hurry 'Canes Shuttle program.



Hurry 'Canes Shuttles

1. On-Campus Shuttle

The two main routes of the Hurry 'Canes Shuttle on the Coral Gables campus connect major parking areas, academic core buildings, University Village, and the public transit system at the University Metrorail Station.

There are two campus shuttle routes. The Ponce/Fountain route serves the western side of the campus and the Stanford

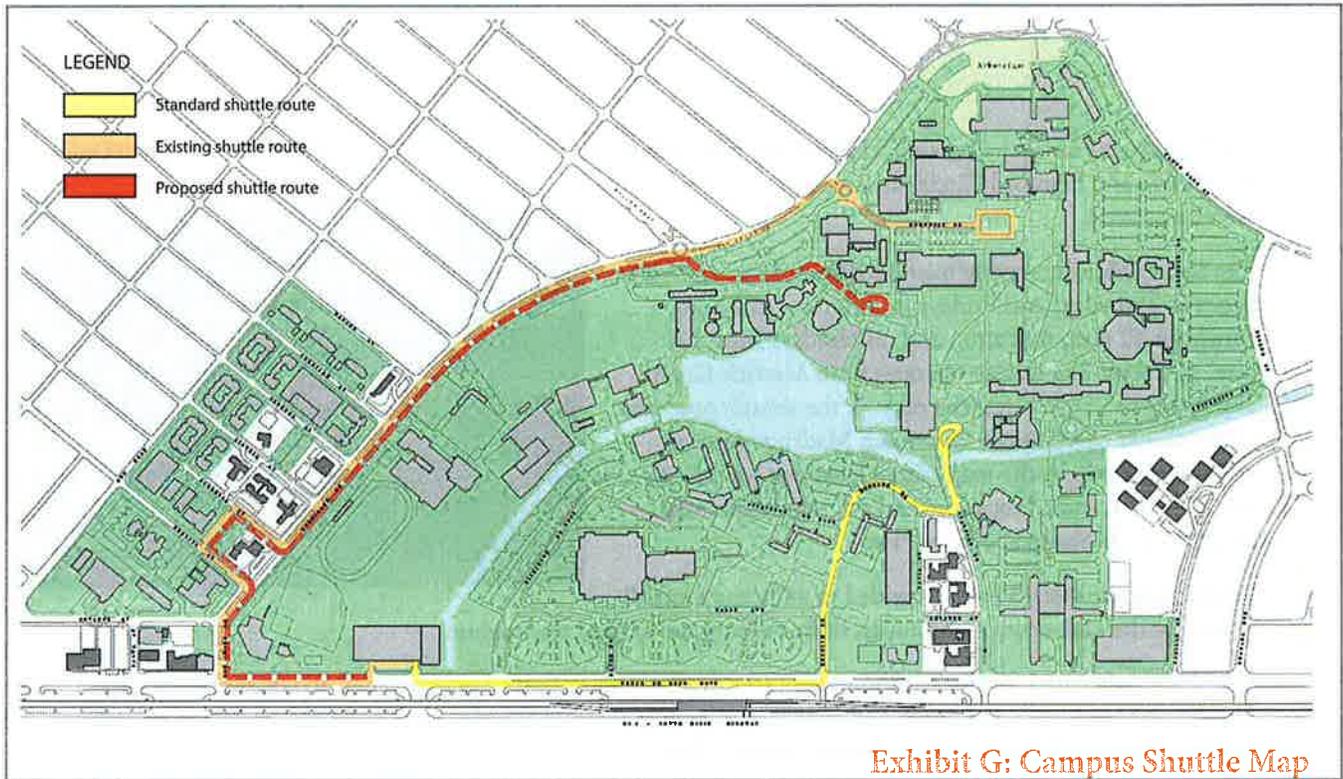


Exhibit G: Campus Shuttle Map

Express serves the eastern side of the campus. Upon completion of the Miller Road Circle and Internal Road Phase I, the route will be modified to enter the campus at the new Miller entrance and the major campus hub will be located near the Library and the new Student Activities Center. The current hub for these two routes is the Ponce Garage, which is centrally located near the intersection of Ponce de Leon Boulevard and South Alhambra Circle. The garage serves as the system's transfer point and is a primary destination for commuters. Shuttle stops are conveniently located throughout campus. The annual ridership is estimated at approximately 803,100 passengers. Each shuttle rider represents one person who did not utilize a vehicle to move throughout the campus or the area.

The shuttles operate Monday through Friday from 7:00 a.m. to 12 midnight during the spring and fall semesters, with approximate headways of six (6) to eight (8) minute intervals during class days, and 15 to 20 minute intervals at other times. During the summer semester, the shuttles operate between 7:00 a.m. and 7 p.m. The Hurry 'Canes Shuttle does not operate on University of Miami designated holidays.

2. Recreational and Shopping Shuttles

The Coral Gables recreational and shopping shuttles serve to provide a safe and efficient way for students to go to recreational and commercial areas without needing to utilize a personal vehicle. The routes operate during the fall and spring semesters.

The Ibis Ride Shuttle, serving over 13,600 riders an-



Hurry 'Canes Shuttles



nually, operates on Thursday and Friday nights from 9 p.m. to 2 a.m. between the Coral Gables campus (University Village and Stanford Circle) and the attractions of Coconut Grove.

The Sunset Shuttle, serving over 28,100 students annually, operates Thursdays and Fridays from 5 p.m. to 2 a.m., Saturdays 12 p.m. to 2 a.m., and on Sundays from 12 p.m. to 6 p.m. The shuttle operates from Merrick Drive and Stanford Circle. After the pickup, the shuttle proceeds to the corner of Mariposa Court and Madruga Avenue and offers service to the many retail locations on the east side of U.S. 1, including supermarkets, restaurants and South Miami's Shops at Sunset Place.



Recreational shuttles are also provided to all home football games for the University community, from the campus to SunLife Stadium.

Shuttles are also used for day trips to nearby area destinations as part of programmed activities for students. During campus breaks and at the end of each semester, University shuttles provide transportation to the Miami and Fort Lauderdale airports for students traveling home.

3. Off-Campus Shuttles

The Rosenstiel School of Marine and Atmospheric Science (RSMAS) Shuttle transports over 11,000 students, faculty, and staff annually from the Coral Gables campus to RSMAS on Virginia Key. It stops at the Vizcaya Metrorail station to encourage the use of public transit for RSMAS students and staff. This route operates Monday through Friday from 7:30 a.m. to 6:30 p.m.

H. Bicycle and Pedestrian Programs

The Coral Gables campus is an attractive environment conducive for biking and walking. The University is a medium-size, semi-urban campus, surrounded on three sides by single-family residential neighborhoods and on one side by the heavily travelled U.S. 1 / Ponce de Leon Boulevard commercial corridor. The Mobility Plan Matrix, Appendix 1, provides supporting information on the bicycle and pedestrian programs.

1. UBike

The University of Miami formalized a bike program, UBike, in 2008 to encourage the use of bicycles. The program is managed by the Parking and Transportation Department (PTD), with input and coordination from other campus departments. The UBike program ensures that concerns and needs representing all aspects of student and University life are considered to make the program accessible, enjoyable, and safe.

In March 2012, the University of Miami was designated as a Bicycle Friendly University at the Bronze level by the League of American Bicyclists. This award is presented to colleges and universities that demonstrate significant commitments to bicycling.



UBike Program

The bike program includes the following components:

- Bikes are sold on campus
- The University Police Department registered over 1,000 campus bikes in the 2011-2012 academic year.
- The Facilities and Construction Department coordinates construction and repairs of existing and new bike paths. Generally, paths on campus are shared by pedestrians and bicyclists. New construction projects are reviewed to ensure that adequate paths are provided and integrated into the campus path system and bike racks are properly situated to encourage more bike usage.
- The University provides bike racks at multiple locations across the campus and continuously monitors bike usage patterns and needs to locate bike rack storage facilities where demand is noted. There are approximately 234 bike racks throughout campus, with current capacity for about 1,600 bikes. These efforts ensure that bike riders will find convenient and secure places to park their bicycles overnight and around campus.
- Free air stations for bike tires are provided at three locations on campus.
- The University of Miami Police Department coordinates with the Facilities Department yearly to conduct a bike sweep and confiscation at the end of the academic year to ensure that abandoned bikes are removed from campus. These bikes are donated to local charities.
- Information on local and regional bike events hosted by outside groups is distributed to students.
- The M-Path along the southeast side of the campus provides connectivity to campus for bicyclists. The M-Path is a paved path that runs the length of the Metrorail guideway and is part of Miami Dade County's Bicycle Plan. This path provides access north to the Vizcaya Metrorail station and south to the Metro busway.



Pathways



Pathways



Pathways

2. Pedestrian and Bike Pathways

When the U Bike program was conceived, the University determined the basic tenets and requirements of the program, with a primary goal to establish shared paths that would allow a bicyclist to traverse the entire campus.

As part of campus infrastructure improvements, the University has developed an extensive system of paths that are used by bicycles and pedestrians and has improved and widened sidewalks to minimize areas of pedestrian and bicycle conflict. Pathways will be incorporated into new campus projects.

I. Enhanced Campus Life Programming

The University provides a number of facilities and programs that helps keep students on campus. More than 270 student clubs, organizations, fraternities, and sororities provide a comprehensive variety of activities that engage and inspire students while connecting them with colleagues involved in similar pursuits.

The forthcoming new Student Activities Center, to be completed in 2013, will become the headquarters for campus life activities. The recently completed expansion of the Wellness Center provides numerous new program offerings that complement the already successful recreational and campus wellness programs. The Cosford Cinema, Lowe Art Museum, BankUnited Center, Ring Theater, dining areas, libraries, Starbucks Coffee Shop, and a variety of outdoor campus areas provide a host of community spaces that add value to campus life and support mobility goals by encouraging students to remain on campus.



Lowe Art Museum



New Student Activities Center



Wellness Center



BankUnited Center

J. Regional Traffic Studies

The University of Miami performs a Regional Traffic Study (RTS) every five years and identifies mitigation that is needed based on a measurement of future roadway and intersection levels of service against the forecasted campus development program through build-out in five year increments. The mitigation in the RTS ensures that the Mobility Plan can continue to ameliorate reasonable traffic impacts. The Mobility Plan and the RTS, both mandated by the Development Agreement between the City of Coral Gables and the University, share common goals and objectives – they promote and quantify local and regional trip reductions, while the RTS has a greater focus on traffic impacts and mitigation. The success of the Mobility Plan is monitored through a mandated annual report that will report changes in the plan.

The Mobility Plan remains flexible and capable of incorporating new and evolving strategies and technologies, as well as abandoning those that prove to be unproductive. While the Mobility Plan reduces overall vehicle trips generation on a local and regional level, the RTS measures the success of those reductions and the extent to which the goals of the Master Plan are being achieved through a defined methodology and process.

| UNIVERSITY OF MIAMI MOBILITY PLAN MATRIX | | |
|---|----------------------------|----------------------------|
| Academic Year, August 2011 to May 2012 | | |
| | Academic Year 2010/2011 | Academic Year 2011/2012 |
| Residential Campus Strategy | | |
| 1. Number of on-campus beds | 4,468 | 4,431 |
| Supporting Information: Campus Population (Headcount) | | |
| 2. Total Number of enrolled students | 14,091 | 14,451 |
| Total Number of Resident students | 4,284 | 4,373 |
| Total Number of Commuters students | 9,807 | 10,078 |
| 3. Total Number of Faculty and Staff | 3,197 | 3,186 |
| Parking Management Program and Policies | | |
| Parking Supply | | |
| 1. Total on-campus parking (surface and garage) | 9,351 | 9,289 |
| 2. Number of parking spaces north of the lake | 2,892 | 2,543 |
| Surface Parking | 2,892 | 2,543 |
| Garage Parking | 0 | 0 |
| 3. Number of parking spaces south of the lake | 6,459 | 6,746 |
| Surface Parking | 3,503 | 3,501 |
| Garage Parking | 2,956 | 3,245 |
| Supporting information: | | |
| 4. Change of Total on-campus parking | 0 | -62 |
| Change of North Campus Area parking supply | 0 | -341 |
| Change of South Campus Area parking supply | 0 | +307 |
| Permits Issued | | |
| 5. Total on campus permits issued | 12,339 | 12,592 |
| 6. Permits issued north of the lake | N/A | 3,698 |
| Residential | 0 | 0 |
| Commuter/all others | N/A | 3,698 |
| 7. Permits issued south of the lake | N/A | 8,894 |
| Residential | 1,320 | 1,227 |
| Commuter/all others | N/A | 7,667 |
| Public Transit Program¹ | | |
| Total University of Miami System | | |
| 1. Number of Metropasses/Tri-Rail Passes distributed | 2,952 | 2,849 |
| University of Miami Coral Gables Campus Only | | |
| 2. Number of Metropasses/Tri-Rail Passes distributed | 460 | 388 |
| University Metrorail Station (source: Miami-Dade County Transit) | | |
| 3. University Metrorail Station Ridership | 456,937 | 486,896 |
| Metrobus Ridership Routes and Stops (source: Metro-Dade Transit) | | |
| 4. Route 56/48/500, UM stops (Yearly total based on 2010 weekday average) | 53,820* | 81,380 |
| Trip-Sharing Program² | | |
| 1. Number of Zipcars on Coral Gables campus | 13 | 13 |
| 2. Number of UM and Coral Gables participants | 969 | 1,218 |
| Campus Taxi Stand Areas | | |
| 3. Number of taxi stand areas on Coral Gables campus | 2 | 2 |
| Hurry'Canes Shuttle Program³ | | |
| On-Campus Shuttle | | |
| 1. Total ridership during academic year | 560,100 | 803,100 |
| Recreational and Shopping Shuttles | | |
| 2. Total ridership during academic year | 37,600 | 41,700 |
| Off-Campus Shuttles (RSMAS) | | |
| 3. Total ridership during academic year | 12,400 | 11,000 |
| Bicycle and Pedestrian Program⁴ | | |
| 1. Total UM Bicycle registration | 1,070 | 1,037 |
| 2. Total on-campus bike racks | 234 | 234 |
| 3. Total bike capacity | 1,658 | 1,658 |

¹ See Volume II Data, Section 1 for supporting documentation

² See Volume II Data, Section 2 for supporting documentation

³ See Volume II Data, Section 3 for supporting documentation

⁴ See Volume II Data, Section 4 for supporting documentation

* 2010-2011 data was adjusted to accurately reflect yearly weekday total

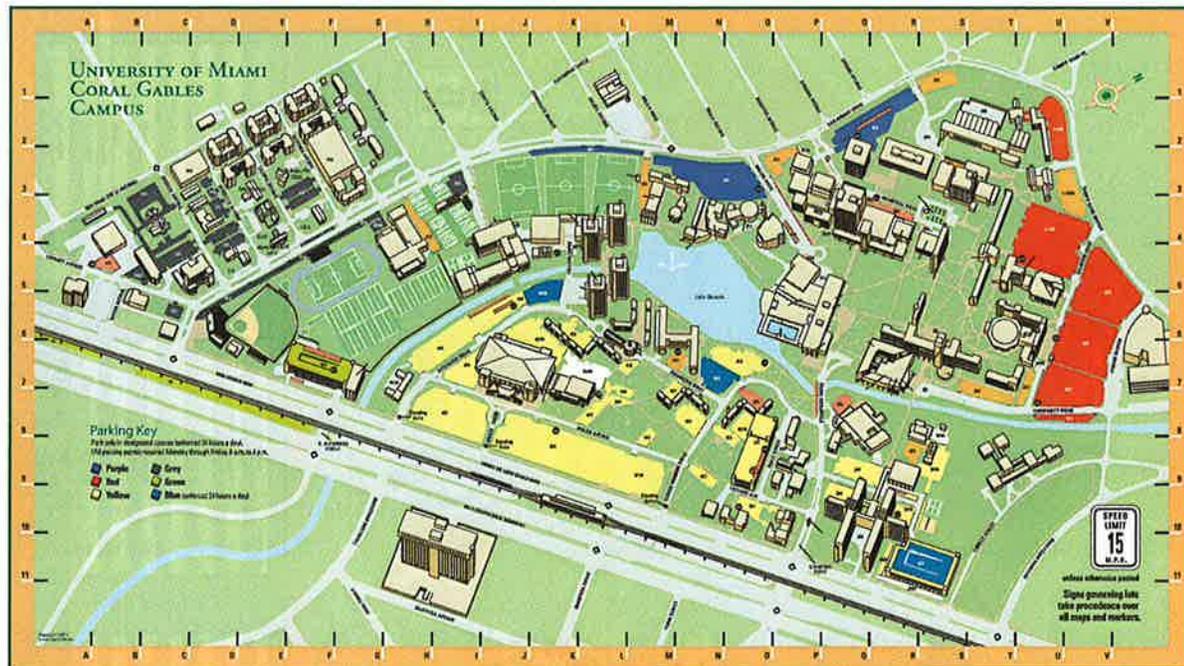


Exhibit H: Academic Year 2011 - 2012 Campus Parking Zones

Appendix 19

**SURVEYOR'S REPORT
 SPECIFIC PURPOSE SURVEY
 ALONG SELECTED RIGHTS OF WAY
 AT THE UNIVERSITY OF MIAMI MAIN CAMPUS
 CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

**ARTICLE I
 DEFINITIONS, GENERALLY:**

1. CLIENT: SHALL MEAN THE UNIVERSITY OF MIAMI.
2. ENCROACHMENT, DEFINED: FOR THE PURPOSE OF THIS SURVEY, THE TERM "ENCROACHMENT" SHALL MEAN ANY FIXED, SURFACE IMPROVEMENT THAT MAY HAVE BEEN BUILT FOR, OR TO THE BENEFIT OF THE UNIVERSITY OF MIAMI THAT OCCUPIES THE LANDS OR RIGHTS OF WAY OF THE CITY OF CORAL GABLES. SAID DEFINITION SHALL NOT APPLY TO TREES, LANDSCAPING, SUBSURFACE UTILITIES OR FOUNDATIONS. (SEE ARTICLE VII)
3. CITY: SHALL MEAN THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA.
4. COUNTY: SHALL MEAN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE NAME OF WHICH WAS CHANGED FROM "DADE COUNTY" BY ITS ELECTORS ON NOVEMBER 13, 1997 AND CODIFIED BY ITS BOARD OF COUNTY COMMISSIONERS PURSUANT TO ORDINANCE NO. 97-212. HENCE, ALL REFERENCES TO DOCUMENTS FILED FOR RECORD PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND DOCUMENTS FILED FOR RECORD SUBSEQUENT TO THAT DATE (OR MENTION BY COMMON REPORT, AS THE CASE MAY BE) SHALL MAKE REFERENCE TO THE PRESENT COUNTY NAME.
5. PROJECT AREA: SHALL MEAN ALL THAT AREA INDICATED IN THE PROJECT AREA DESCRIPTION (ARTICLE III) OF THIS REPORT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
6. SURVEY MAP: SHALL MEAN THE GRAPHIC DEPICTION OF THE SPECIFIC PURPOSE SURVEY IN THE FORM OF THE "SPECIFIC PURPOSE SURVEY" MAP MADE A PART HEREOF AND INCORPORATED HEREIN BY REFERENCE.
7. PROJECT AREA: SHALL MEAN ALL THAT AREA INDICATED IN THE PROJECT AREA DESCRIPTION (ARTICLE III) OF THIS REPORT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
8. SURVEYOR: SHALL MEAN THE FIRM OF ATKINS NORTH AMERICA, INC. DULY AUTHORIZED TO PRACTICE SURVEYING AND MAPPING BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES UNDER CERTIFICATE OF AUTHORIZATION NO. LB24.

**ARTICLE II
 MAP/REPORT OF SPECIFIC PURPOSE SURVEY:**

SEE SURVEY MAP/REPORT AS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE. THE DATE OF COMPLETION OF ORIGINAL FIELD SURVEY (THE "SURVEY DATE") IN CONNECTION WITH SAME WAS ON APRIL 8, 2011.

**ARTICLE III
 PROJECT AREA DESCRIPTION:**

ALL THOSE AREAS SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, BEING GENERALLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE "MCKNIGHT BUILDING" LOCATED AT 5809 PONCE DE LEON BOULEVARD, CORAL GABLES, FLORIDA, AS IT RELATES TO THE RIGHTS OF WAY OF PONCE DE LEON BOULEVARD AND SAN AMARO DRIVE AS INDICATED ON SHEET 10 AND 11 OF 11 OF THIS SPECIFIC PURPOSE SURVEY MAP AND REPORT.

AND:

ALL OF THE HARDSCAPE AND UTILITY INFRASTRUCTURE LOCATED ALONG THE EASTERLY RIGHT OF WAY LINE OF SAN AMARO DRIVE, BEGINNING SOUTHWESTERLY OF THE EASTERLY PROLONGATION OF THE CENTERLINE OF MILLER ROAD AND CONTINUING NORTHERLY TO THE EASTERLY PROLONGATION OF THE CENTERLINE OF AVE. PERUGIA (AVE. ROBBIA) AS INDICATED ON SHEETS 4 THROUGH 9 OF 11 OF THIS SPECIFIC PURPOSE SURVEY MAP AND REPORT.

**ARTICLE IV
 ACCURACY:**

THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE IS "COMMERCIAL/HIGH RISK." ALTHOUGH A BOUNDARY SURVEY WAS NOT PERFORMED, THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020690 UM ENCROACHMENTS\100020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/13/2011 12:25 PM

NOT A BOUNDARY SURVEY

| | | | | | | | | | | | | | | |
|--|--|--|----------------------|-------------------|------------|--------------|---------|----------------|---------|-----------|---------|--|---------|-----------------------|
| <p style="font-size: small; margin: 0;">2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275</p> <p style="font-size: x-small; margin: 0;">ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24</p> | <p>RIGHT OF WAY ENCROACHMENTS SPECIFIC PURPOSE SURVEY</p> | <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">ORIGINAL: 04/08/2011</td> <td style="width: 50%;">JOB NO. 100020690</td> </tr> <tr> <td>REVISIONS:</td> <td>DRAWN Z.C.P.</td> </tr> <tr> <td>1 _____</td> <td>CHECKED D.W.D.</td> </tr> <tr> <td>2 _____</td> <td>QC D.W.D.</td> </tr> <tr> <td>3 _____</td> <td></td> </tr> <tr> <td>4 _____</td> <td style="text-align: right;">SHEET: 1 OF 11</td> </tr> </table> | ORIGINAL: 04/08/2011 | JOB NO. 100020690 | REVISIONS: | DRAWN Z.C.P. | 1 _____ | CHECKED D.W.D. | 2 _____ | QC D.W.D. | 3 _____ | | 4 _____ | SHEET: 1 OF 11 |
| ORIGINAL: 04/08/2011 | JOB NO. 100020690 | | | | | | | | | | | | | |
| REVISIONS: | DRAWN Z.C.P. | | | | | | | | | | | | | |
| 1 _____ | CHECKED D.W.D. | | | | | | | | | | | | | |
| 2 _____ | QC D.W.D. | | | | | | | | | | | | | |
| 3 _____ | | | | | | | | | | | | | | |
| 4 _____ | SHEET: 1 OF 11 | | | | | | | | | | | | | |

**ARTICLE V
SOURCES OF DATA:**

1. ALL LOCATIONS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT. REFERENCE BEARINGS ARE INDICATED AS (NAD83/90).
2. THE LOCATION OF THE HARDSCAPE FEATURES AS DEPICTED ON THE SURVEY MAPS WERE ACQUIRED FROM PREVIOUS SURVEYS PERFORMED BY ATKINS NORTH AMERICA, INC. THROUGH ITS PREDECESSOR FIRM, PBS&J. SAID FEATURES WERE EXAMINED AND VERIFIED IN THE FIELD BY ATKINS NORTH AMERICA, INC. AS PART OF THIS SURVEY.
3. THE BOUNDARIES OF THE EASEMENTS, RIGHTS OF WAY, BLOCKS AND TRACTS AS INDICATED ON THE SURVEY MAP WERE ACQUIRED FROM THE UNDERLYING PLATS OF RECORD AND OTHER RECORDED DATA AS MORE FULLY SHOWN ON THE SURVEY MAP.
4. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS, BEARINGS AND GEOMETRIC DATA AS INDICATED ON THE SURVEY MAPS WERE ACQUIRED FROM THE UNDERLYING PLATS AND INSTRUMENTS OF RECORD AS CITED THEREON.

**ARTICLE VI
LIMITATIONS:**

1. SINCE NO OTHER INFORMATION OTHER THAN WHAT IS CITED IN THE SOURCES OF DATA WERE FURNISHED, THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE PROJECT AREA THAT ARE NOT SHOWN ON THE SURVEY MAP OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, THE CITY OF CORAL GABLES, OR ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR. THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP OR POSSESSION OF THE PROJECT AREA BY ANY ENTITY OR INDIVIDUAL WHO MAY APPEAR OF PUBLIC RECORD.
2. NO EXCAVATION OR DETERMINATION WAS MADE AS TO HOW THE PROJECT AREA IS SERVED BY UTILITIES. SUBSURFACE UTILITIES, INCLUDING, BUT WITHOUT LIMITATION TO PIPES, WIRES, VAULTS, BOXES, DRAIN TILES, VOIDS, CABLES AND OTHER MATERIALS ANCILLARY TO THE DELIVERY AND/OR DISPOSAL OF WATER, WASTEWATER, SEWAGE, ELECTRICITY, GAS, TELEPHONE SERVICE, CABLE TELEVISION & C. AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE PROJECT AREA WERE NOT LOCATED AND ARE NOT SHOWN. IN ADDITION, THE FOUNDATIONS OF THE EXISTING SURFACE STRUCTURES AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE PROJECT AREA WERE NOT LOCATED. THIS NOTICE IS REQUIRED BY THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
3. SUBSURFACE SOIL CONDITIONS WERE NOT DETERMINED, AS THIS FALLS OUTSIDE THE PURVIEW OF THIS SURVEY. THESE CONDITIONS MAY INCLUDE THE DETERMINATION OF WETLANDS, FILLED-IN AREAS, GEOLOGICAL/ARCHEOLOGICAL CONDITIONS OR POSSIBLE CONTAMINATION BY HAZARDOUS LIQUID OR SOLID WASTE THAT MAY OCCUR WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE PROJECT AREA.
4. WELL-IDENTIFIED FEATURES AS DEPICTED ON THE SURVEY MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT.
5. NOTICE IS HEREBY GIVEN THAT SUNSHINE STATE ONE CALL OF FLORIDA, INC. MUST BE CONTACTED AT 1-800-432-4770 AT LEAST 2 BUSINESS DAYS IN ADVANCE OF ANY CONSTRUCTION, EXCAVATION OR DEMOLITION ACTIVITY WITHIN, UPON, ABUTTING OR ADJACENT TO THE PROJECT AREA. THIS NOTICE IS GIVEN IN COMPLIANCE WITH THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT," PURSUANT TO CHAPTER 556.101-111 OF THE FLORIDA STATUTES.
6. THE SURVEY MAP IS INTENDED TO BE DISPLAYED IN ENGLISH UNITS OF MEASUREMENT AS REPRESENTED BY THE GRAPHIC AND STATED SCALES INDICATED ON THE SURVEY MAP. ATTENTION IS DRAWN TO THE FACT THAT SAID SCALE MAY BE ALTERED BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
7. THIS PRODUCT DOES NOT REPRESENT A BOUNDARY SURVEY OF THE DESCRIBED PREMISES.

**ARTICLE VII
APPARENT PHYSICAL USE:**

1. THE PROJECT AREA CONSISTS OF IMPROVEMENTS AS MORE FULLY SHOWN ON THE SURVEY MAP.
2. THESE MEASUREMENTS AND EXAMINATIONS WERE PERFORMED UNDER MY DIRECT SUPERVISION AND IN MY PROFESSIONAL JUDGMENT, EVERY ATTEMPT WAS MADE TO LOCATE THE DATA IN QUESTION USING THE STANDARD OF CARE FOR SURVEYING AND MAPPING IN THESE MATTERS, SUBJECT TO THE LIMITATIONS AS SET FORTH IN THIS SURVEY MAP AND REPORT.

**ARTICLE VIII
EXPRESS PURPOSE/RECOMMENDATION:**

1. THIS "SPECIFIC PURPOSE SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WAS PREPARED FOR THE EXPRESS PURPOSE OF IDENTIFYING POSSIBLE ENCROACHMENTS ACROSS COMMON BOUNDARY LINES BETWEEN THE UNIVERSITY OF MIAMI OWNED LANDS AND THAT OF THE RIGHTS OF WAY OF THE CITY OF CORAL GABLES. THIS IS PART OF AN EFFORT BY THE CLIENT TO SECURE AN AGREEMENT WITH THE CITY FOR CONTINUED USE OF THESE FEATURES IN MANNER ACCEPTABLE TO BOTH PARTIES.
2. IT IS IMPORTANT TO NOTE THAT ONLY VISIBLE SURFACE INDICATIONS OF SAID ENCROACHMENTS ARE SHOWN ON THE SURVEY MAPS AND NO ATTEMPT WAS MADE TO ASCERTAIN THE OWNERSHIP OR USE OF THE DEPICTED FEATURES. FURTHER, AS STATED ELSEWHERE IN THIS REPORT, THE LOCATION OF SUBSURFACE FOUNDATIONS, UTILITIES OR OTHER NON-VISIBLE FEATURES WERE NOT ADDRESSED BY THIS SURVEY. IT IS RECOMMENDED THAT THIS BE TAKEN INTO CONSIDERATION PRIOR TO THE ENTRY OF ANY AGREEMENT BETWEEN THE CLIENT AND THE CITY.



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\10020690 UM ENCROACHMENTS\10020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/13/2011 12:25 PM

NOT A BOUNDARY SURVEY

ATKINS 2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

| | |
|----------------------|-----------------------|
| ORIGINAL: 04/08/2011 | JOB NO. 10020690 |
| REVISIONS: | DRAWN Z.C.P. |
| 1 _____ | CHECKED D.W.D. |
| 2 _____ | QC D.W.D. |
| 3 _____ | |
| 4 _____ | SHEET: 2 OF 11 |

**ARTICLE IX
EASEMENTS AND ENCUMBRANCES:**

NO INFORMATION WAS PROVIDED AS TO THE EXISTENCE OF ANY EASEMENTS OTHER THAT WHAT MAY APPEAR ON THE UNDERLYING PLATS OF RECORD OR OTHER DOCUMENTS CITED HEREIN. PLEASE REFER TO THE LIMITATIONS PORTION (ARTICLE VI) OF THIS REPORT WITH RESPECT TO POSSIBLE RESTRICTIONS OF RECORD AND UTILITY SERVICES.

**ARTICLE X
CLIENT INFORMATION:**

THIS "SPECIFIC PURPOSE SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WERE PREPARED AT THE INSISTENCE OF AND ARE CERTIFIED TO:

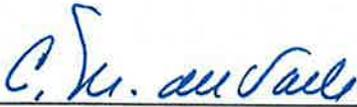
THE UNIVERSITY OF MIAMI
SUITE 205
1535 LEVANTE AVENUE
CORAL GABLES, FL 33146

**ARTICLE XI
SURVEYOR'S CERTIFICATE:**

THE STATE OF FLORIDA)
) S.S.
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY: THAT THIS "SPECIFIC PURPOSE SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "SPECIFIC PURPOSE SURVEY" MEETS THE INTENT OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

BY: 
CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE OF FIELD SURVEY: ARIL 8, 2011
DATE OF CERTIFICATION: APRIL 12, 2011

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS DOCUMENT CONSISTS OF MULTIPLE EXHIBITS AND EACH PART THEREOF SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ACCOMPANIED BY THE OTHERS. THIS NOTICE IS REQUIRED BY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

© 2001-ATKINS NORTH AMERICA, INC.
AS SUCCESSOR TO PBS&J
ALL RIGHTS RESERVED
U.S. COPYRIGHT REGISTRATION NO. TXU1-004-364

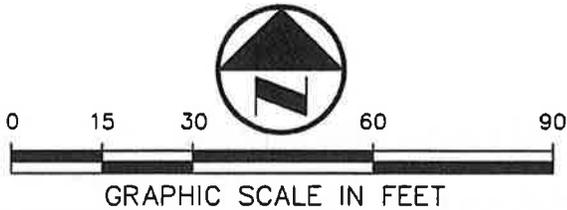


THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

DRAWING: V-PROJECTS/UNIVERSITY OF MIAMI/100010090 UM ENCROACHMENTS/100020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/12/2011 12:35 PM

NOT A BOUNDARY SURVEY

| | | | |
|--|--|------------------------------------|---------------------------------|
|  <p>2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275</p> <p>ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24</p> | <p>RIGHT OF WAY ENCROACHMENTS SPECIFIC PURPOSE SURVEY</p> | <p>ORIGINAL: <u>04/08/2011</u></p> | <p>JOB NO. <u>100020690</u></p> |
| | | <p>REVISIONS:</p> | <p>DRAWN <u>Z.C.P.</u></p> |
| | | <p>1 _____</p> | <p>CHECKED <u>D.W.D.</u></p> |
| | | <p>2 _____</p> | <p>QC <u>D.W.D.</u></p> |
| | | <p>3 _____</p> | <p>SHEET: 3 OF 11</p> |



SEE MATCH LINE (SHEET 5-11)

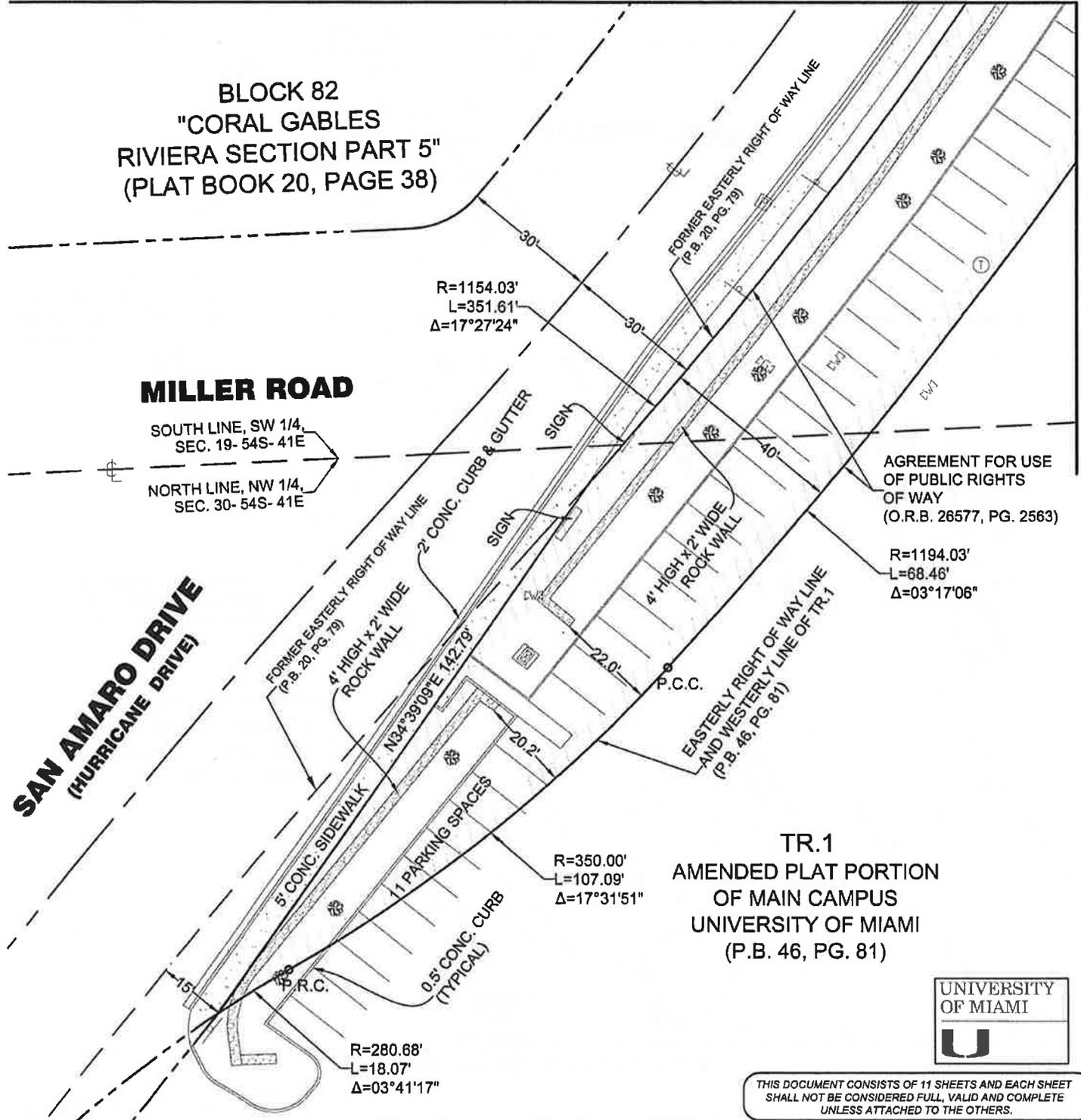
BLOCK 82
"CORAL GABLES
RIVIERA SECTION PART 5"
(PLAT BOOK 20, PAGE 38)

MILLER ROAD

SOUTH LINE, SW 1/4,
SEC. 19- 54S- 41E

NORTH LINE, NW 1/4,
SEC. 30- 54S- 41E

**SAN AMARO DRIVE
(HURRICANE DRIVE)**



TR.1
AMENDED PLAT PORTION
OF MAIN CAMPUS
UNIVERSITY OF MIAMI
(P.B. 46, PG. 81)



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\10020690 UM ENCROACHMENTS\10020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/3/2011 12:48 PM

NOT A BOUNDARY SURVEY

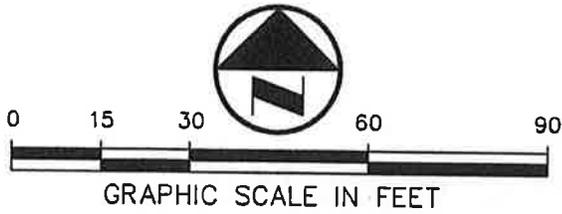
ATKINS
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

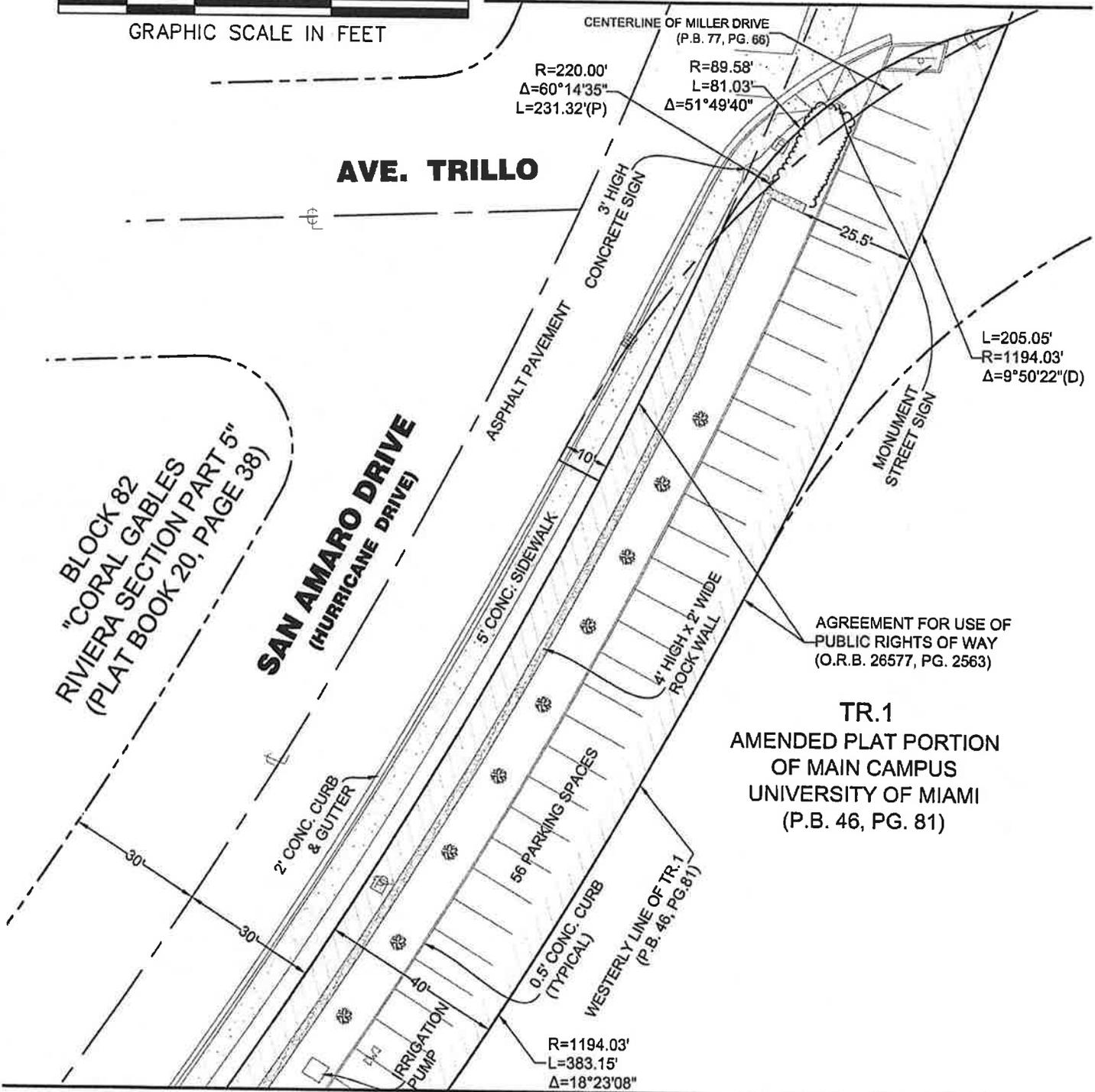
**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

| | |
|----------------------|------------------|
| ORIGINAL: 04/08/2011 | JOB NO. 10020690 |
| REVISIONS: | DRAWN Z.C.P. |
| 1 | CHECKED D.W.D. |
| 2 | QC D.W.D. |
| 3 | |
| 4 | |

SHEET: 4 OF 11



SEE MATCH LINE (SHEET 6-11)



SEE MATCH LINE (SHEET 4-11)



NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020690 UM ENCROACHMENTS\100020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/14/2011 8:43 AM

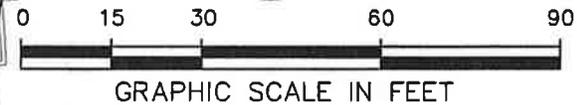
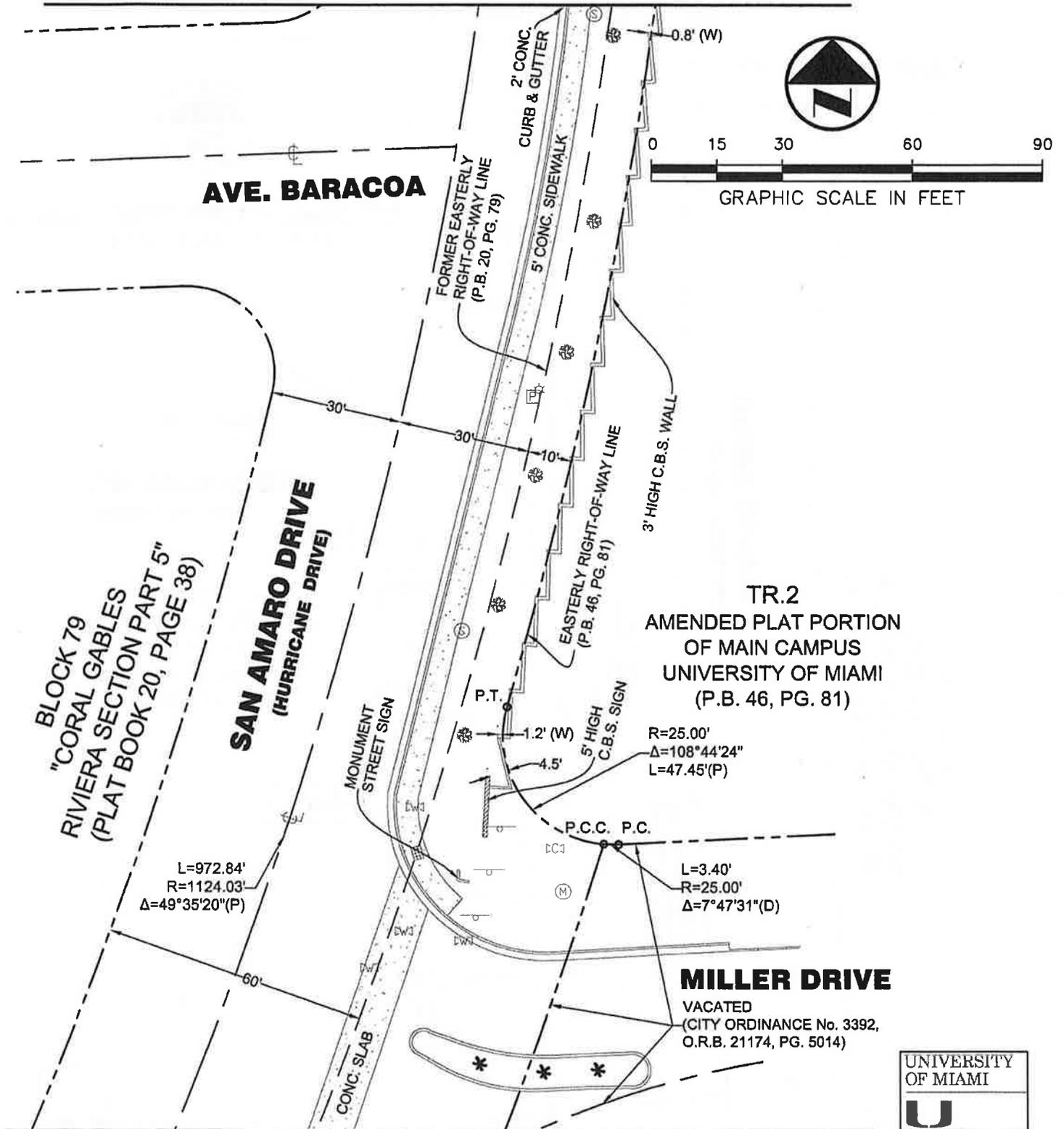
NOT A BOUNDARY SURVEY

ATKINS 2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

| | |
|----------------------|-----------------------|
| ORIGINAL: 04/08/2011 | JOB NO. 100020690 |
| REVISIONS: | DRAWN Z.C.P. |
| 1 | CHECKED D.W.D. |
| 2 | QC D.W.D. |
| 3 | |
| 4 | |
| | SHEET: 5 OF 11 |

SEE MATCH LINE (SHEET 7-11)



AVE. BARACOA

**SAN AMARO DRIVE
(HURRICANE DRIVE)**

TR.2
AMENDED PLAT PORTION
OF MAIN CAMPUS
UNIVERSITY OF MIAMI
(P.B. 46, PG. 81)

BLOCK 79
"CORAL GABLES"
RIVIERA SECTION PART 5"
(PLAT BOOK 20, PAGE 38)

MILLER DRIVE

VACATED
(CITY ORDINANCE No. 3392,
O.R.B. 21174, PG. 5014)



SEE MATCH LINE (SHEET 5-11)

THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020690 UM ENCROACHMENTS\100020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/14/2011 8:42 AM

NOT A BOUNDARY SURVEY

ATKINS
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

| | |
|-----------------------|-------------------|
| ORIGINAL: 04/08/2011 | JOB NO. 100020690 |
| REVISIONS: | DRAWN Z.C.P. |
| 1 | CHECKED D.W.D. |
| 2 | QC D.W.D. |
| 3 | |
| 4 | |
| SHEET: 6 OF 11 | |

SEE MATCH LINE (SHEET 8-11)

AVE. ANCONA

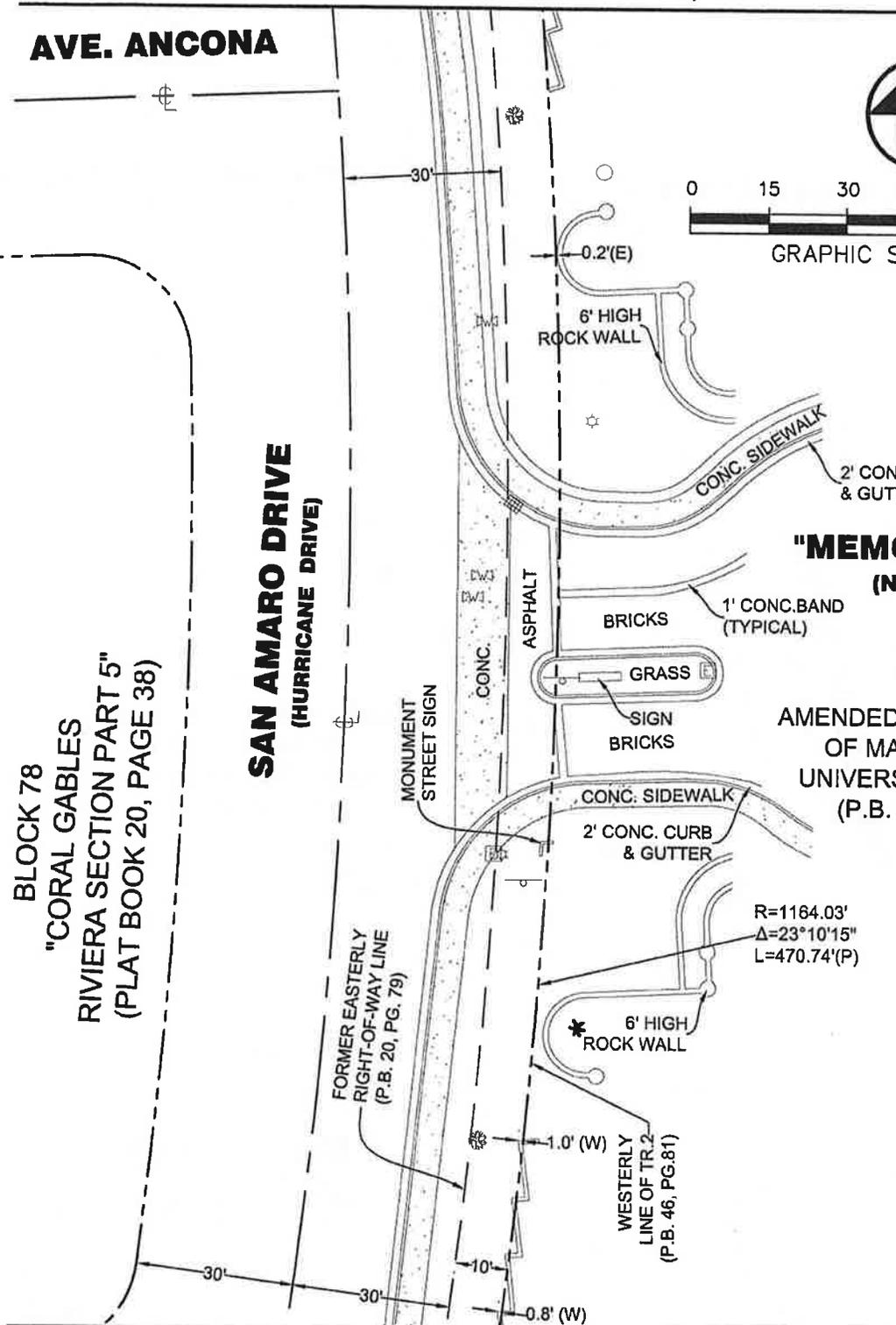


**SAN AMARO DRIVE
(HURRICANE DRIVE)**

BLOCK 78
"CORAL GABLES"
RIVIERA SECTION PART 5"
(PLAT BOOK 20, PAGE 38)

**"MEMORIAL DRIVE"
(NOT PLATTED)**

TR.2
AMENDED PLAT PORTION
OF MAIN CAMPUS
UNIVERSITY OF MIAMI
(P.B. 46, PG. 81)



SEE MATCH LINE (SHEET 6-11)



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020690 UM ENCROACHMENTS\100020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/14/2011 8:42 AM

NOT A BOUNDARY SURVEY

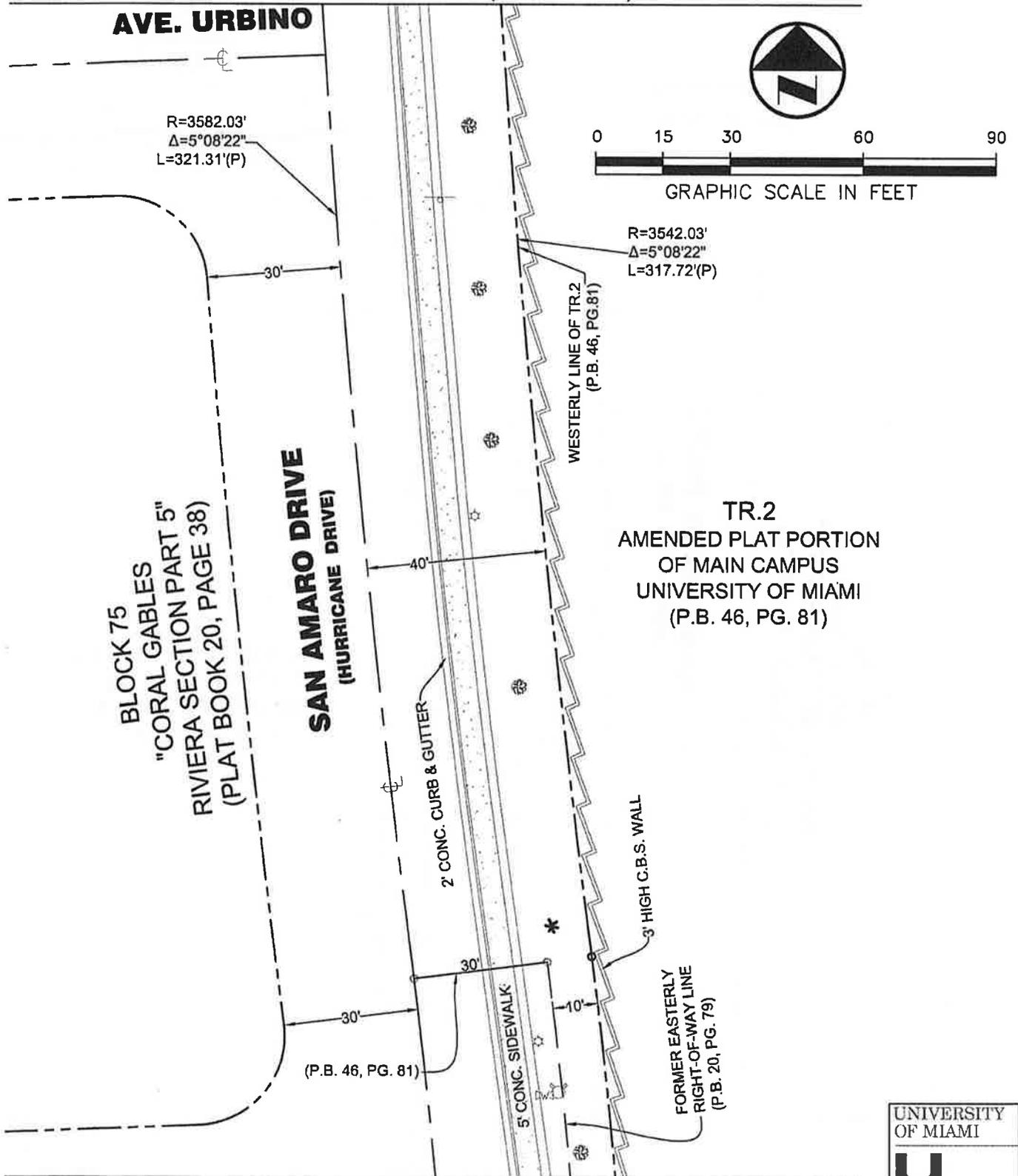
ATKINS 2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

| | |
|----------------------|-------------------|
| ORIGINAL: 04/08/2011 | JOB NO. 100020690 |
| REVISIONS: | DRAWN Z.C.P. |
| 1 | CHECKED D.W.D. |
| 2 | QC D.W.D. |
| 3 | |
| 4 | |

SHEET: 7 OF 11

SEE MATCH LINE (SHEET 9-11)



SEE MATCH LINE (SHEET 7-11)

THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.



NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

NOT A BOUNDARY SURVEY

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020690 UM ENCROACHMENTS\110020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/13/2011 12:48 PM

| | | | |
|--|--|------------------------------------|--|
| <p>2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275</p> <p>ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24</p> | <p>RIGHT OF WAY ENCROACHMENTS SPECIFIC PURPOSE SURVEY</p> | ORIGINAL: 04/08/2011 REVISIONS: | JOB NO. 100020690 DRAWN Z.C.P. CHECKED D.W.D. QC D.W.D. |
| | | 1 | |
| | | 2 | |
| | | 3 | |
| | | 4 | |
| | | SHEET: 8 OF 11 | |



GRAPHIC SCALE IN FEET

AVE. PERUGIA
(AVE. ROBBIA)

BLOCK 73
"CORAL GABLES"
RIVIERA SECTION PART 5"
(PLAT BOOK 20, PAGE 38)

SAN AMARO DRIVE
(HURRICANE DRIVE)

N02°08'44"W (NAD 83/90) N 0°22'53" E (P) 174.33'

2' CONC. CURB & GUTTER

5' CONC. SIDEWALK

N02°08'44"W (C) N 0°22'53" E (P) 174.33'

3' HIGH C.B.S. WALL

4' HIGH x 2' WIDE
ROCK WALL

0.5' (W)

DUMPSTER

WESTERLY LINE OF TR.2
(P.B. 46, PG.81)

TR.2
AMENDED PLAT PORTION
OF MAIN CAMPUS
UNIVERSITY OF MIAMI
(P.B. 46, PG. 81)

UNIVERSITY
OF MIAMI



SEE MATCH LINE (SHEET 8-11)

THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020690 UM ENCROACHMENTS\100020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/13/2011 12:49 PM

NOT A BOUNDARY SURVEY

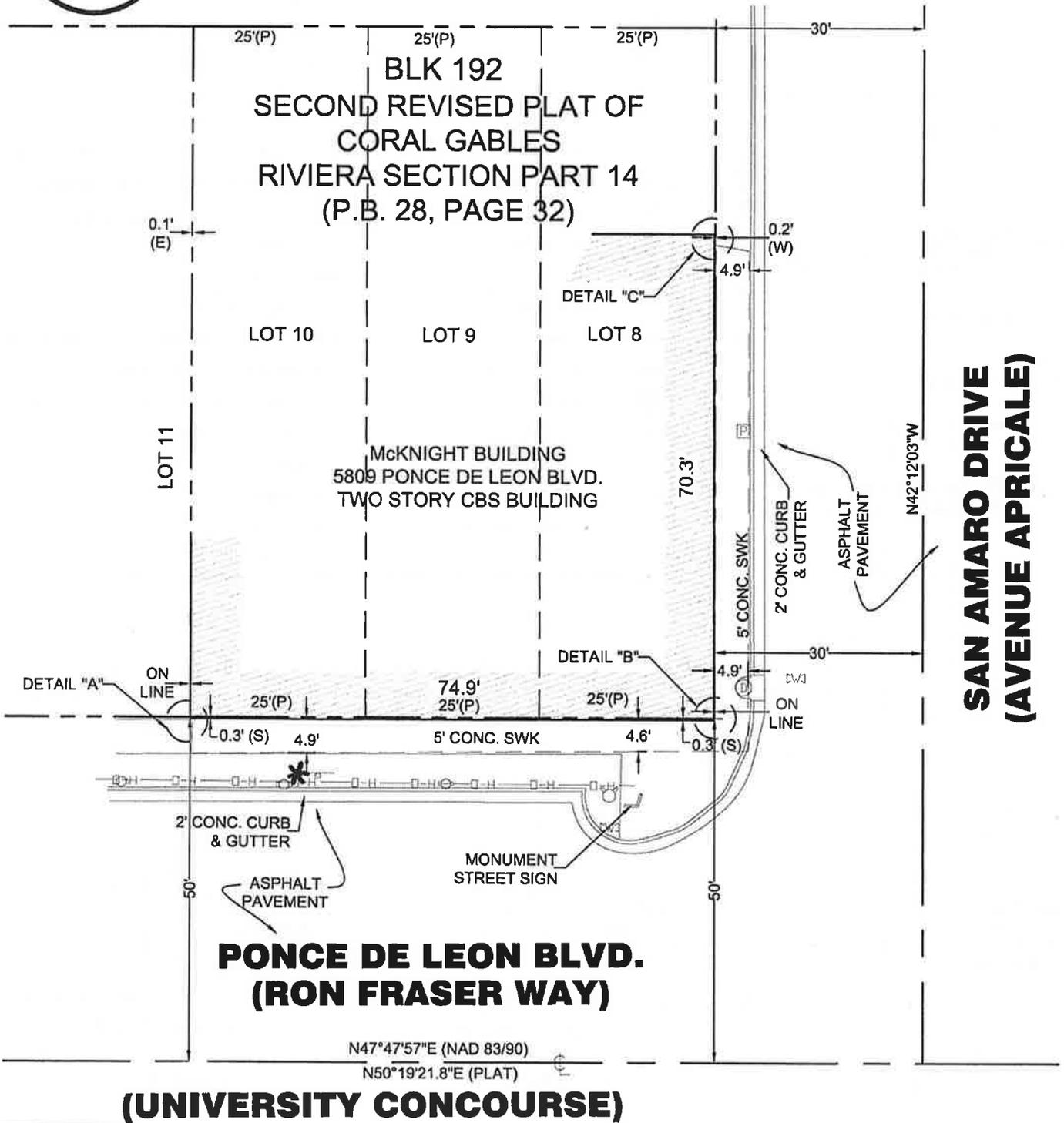
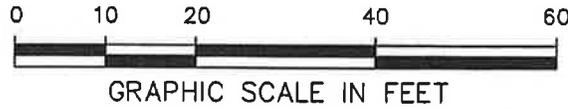
ATKINS 2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

| | |
|------------|------------|
| ORIGINAL: | 04/08/2011 |
| REVISIONS: | |
| 1. | |
| 2. | |
| 3. | |
| 4. | |

| | |
|-----------------------|-----------|
| JOB NO. | 100020690 |
| DRAWN | Z.C.P. |
| CHECKED | D.W.D. |
| QC | D.W.D. |
| SHEET: 9 OF 11 | |



NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A BOUNDARY SURVEY

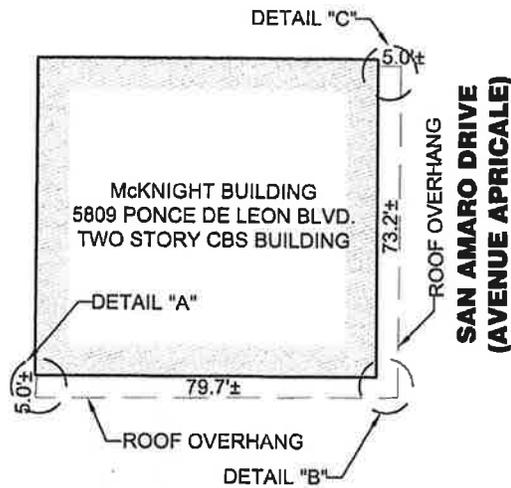
ATKINS 2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

| | |
|------------------------|-------------------|
| ORIGINAL: 04/08/2011 | JOB NO. 100020690 |
| REVISIONS: | DRAWN Z.C.P. |
| 1 | CHECKED D.W.D. |
| 2 | QC D.W.D. |
| 3 | |
| 4 | |
| SHEET: 10 OF 11 | |

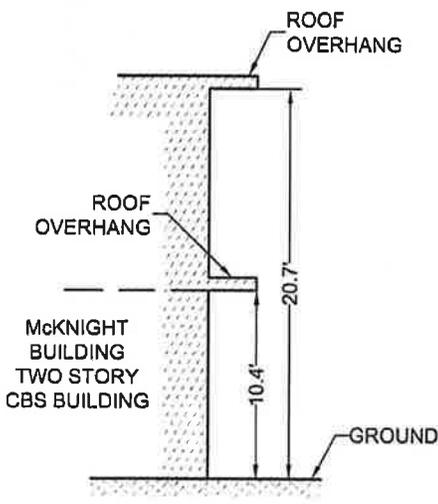
DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020690 UM ENCROACHMENTS\100020690 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/13/2011 12:48 PM



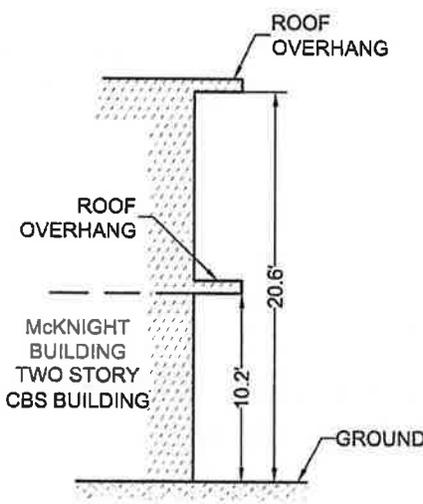
**PONCE DE LEON BLVD.
(RON FRASER WAY)**

**PLAN VIEW
NOT TO SCALE**

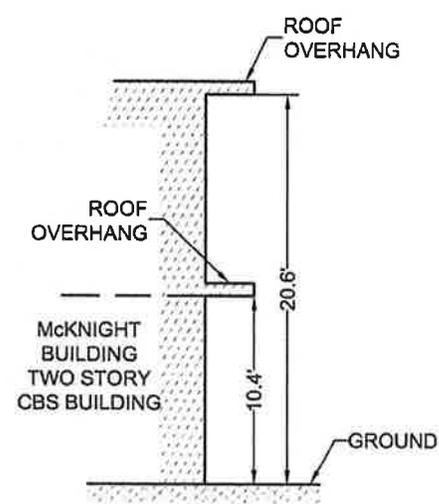
| LEGEND | | ABBREVIATIONS | |
|--------|----------------------------|---------------|----------------------------------|
| | CATCH BASIN | (C) = | CALCULATED |
| | CENTER LINE | Δ = | CENTRAL ANGLE (DELTA) |
| | FIRE HYDRANT | C.B.S. = | CONCRETE BLOCK & STUCCO |
| | LIGHT POLE | CONC. = | CONCRETE |
| | MANHOLE (DRAINAGE) | (D) = | DEED |
| | MANHOLE (SANITARY SEWER) | (E) = | EAST |
| | MANHOLE (TELEPHONE) | L = | LENGTH (WHEN USED IN CURVE DATA) |
| | MANHOLE (UNKNOWN) | ± = | MORE AND LESS (OR PLUS OR MINUS) |
| | METER (ELECTRIC) | O.R.B. = | OFFICIAL RECORDS BOOK |
| | PALM TREE | PG. = | PAGE |
| | PARKING METER | (P) = | PER PLAT |
| | PULL BOX | P.B. = | PLAT BOOK |
| | SIGN | P.C.C. = | POINT OF COMPOUND CURVATURE |
| | SIGNAL CONTROLLER | P.C. = | POINT OF CURVATURE |
| | TREE | P.R.C. = | POINT OF REVERSE CURVATURE |
| | UTILITY POLE | P.T. = | POINT OF TANGENCY |
| | VALVE (GAS) | R = | RADIUS |
| | VALVE (IRRIGATION CONTROL) | SEC. = | SECTION |
| | VALVE (WATER) | (S) = | SOUTH |
| | | (W) = | WEST |



**DETAIL "A"
NOT TO SCALE**



**DETAIL "B"
NOT TO SCALE**



**DETAIL "C"
NOT TO SCALE**



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100020590 UM ENCROACHMENTS\100020590 SAN AMARO ENCROACHMENTS.DWG / PRINTED: 4/13/2011 12:48 PM

NOT A BOUNDARY SURVEY

ATKINS
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

**RIGHT OF WAY ENCROACHMENTS
SPECIFIC PURPOSE
SURVEY**

| | |
|------------------------|-------------------|
| ORIGINAL: 04/08/2011 | JOB NO. 100020690 |
| REVISIONS: | DRAWN Z.C.P. |
| 1 | CHECKED D.W.D. |
| 2 | QC D.W.D. |
| 3 | |
| 4 | |
| SHEET: 11 OF 11 | |

Appendix 20



MEMORANDUM

July 16, 2012

TO: Irma Abella, Director of Development Regulations, Campus Planning

FROM: Jon Baldessari, Associate Director of Housing & Residential Life

SUBJECT: Development Agreement, Section 18, subparagraph c
Miscellaneous Uses and Temporary Occupancies

Pursuant to the Development Agreement between the University of Miami and the City of Coral Gables (Section 18, subparagraph c), the University agrees to provide the City with a report with regard to the students in temporary occupancy.

The student temporary occupancy at the Holiday Inn for the 2011-2012 Academic Year was as follows:

- Prior to the Fall 2011 opening 96 students
- Fall 2011 mid-semester benchmark 32 students
- End of the Fall 2011 semester 26 students
- Spring 2012 semester 0 students

*All students in temporary occupancy had been reassigned at that point to on campus spaces vacated by other students