

**Development Agreement  
Annual Report 2022-2023  
Prepared by the University of Miami  
For the City of Coral Gables  
August 25, 2023**

**DEVELOPMENT AGREEMENT  
2023 ANNUAL REPORT**

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## **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 – September 28, 2010.

This Development Agreement Annual Report dated August 25, 2023, satisfies the condition in Section 49 of the Development Agreement for the period from September 28, 2022, to September 27, 2023.

**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.

### **3. Amendments to Recitals**

Exhibit A of the First Recital of the Development Agreement was amended by Ordinance 2019-07, on January 22, 2019, attached hereto as Appendix 3A, to include in the campus the property located at 6500 Red Road. The legal description of the campus was amended, and the total acreage of the campus increased to 240.61 acres. The amended Exhibit A is attached hereto as Appendix 3B.

No amendments to the Recitals occurred in this reporting year.

#### 4. JOINT OBLIGATIONS OF CITY AND UNIVERSITY

##### Sec. 5 – Annual Meeting

Sec. 5 of the Development Agreement provides as follows:

##### 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.*

##### **Status:**

The City of Coral Gables hosted the Development Agreement Annual Meeting on January 31, 2023.

## **Sec. 49 – Annual Review**

Sec. 49 of the Development Agreement provides as follows:

### *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.*

### **Status:**

The University of Miami submitted the 2022 Development Agreement Annual Report to the City of Coral Gables on August 26, 2022, to satisfy the requirements of Sec. 49 of the Development Agreement and Sec. 163.3235 F.S.

**5. CITY OBLIGATIONS**

**Sec. 15 – Comprehensive Plan Amendments**

Sec. 15 of the Development Agreement provides as follows:

*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.*

**Status:**

The City of Coral Gables met this requirement when it amended the Comprehensive Plan by Ordinance No. 2010-29 adopted September 28, 2010, attached hereto as Appendix 4. No further action is required regarding this item.

## **Sec. 16 – Zoning Code Amendments and Change of Zoning District Application**

Sec. 16 of the Development Agreement provides as follows:

### *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.*

### **Status:**

The City of Coral Gables met this requirement when it amended the Zoning Code (text and map) by Ordinance No. 2010-34 adopted October 12, 2010, attached hereto as Appendix 5A; and approved the change in zoning district application by Ordinance No. 2010-35 adopted October 12, 2010, attached hereto as Appendix 5B. As a clarification, on March 18, 2016, the City Attorney of the City of Coral Gables issued a City Attorney Opinion, attached hereto as Composite Appendix 5C, to the effect that Ordinance No. 2010-34 replaced the UMCAD provisions, including the UMCAD map and text, therefore the UMCAD map and text are no longer legally operative. No further action is required regarding these items.

## **Sec. 17 – Watsco Center – Increase in Seating Capacity**

Sec. 17 of the Development Agreement reads as follows:

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

*(a) Ordinance No. 2007-16 is hereby amended to increase the authorized seating capacity of the Watsco Center to a maximum of 9,830 seats, provided however that no additional seats shall be installed until an updated Watsco 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:**

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

## **Sec. 17 – Watsco Center – Alcoholic Beverages**

Sec. 17 of the Development Agreement reads as follows:

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

*(b) Alcoholic beverages may be sold at the Watsco 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 extracurricular 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 Watsco 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.*

### **Status:**

The Development Agreement amended Resolution No. 2003-7, attached hereto as Appendix 6A, to permit the sale of alcohol at the Watsco Center.

Resolution 2019-82, attached hereto as Appendix 6B, approved the sale of alcoholic beverages throughout the Watsco Center. The University application to amend the Development Agreement to allow the sale of alcoholic beverages at all University events throughout the Watsco Center was approved by the City Commission on August 27, 2019, pursuant to Ordinance 2019-24, attached as Appendix 6C. An updated Event Management and Security Plan is attached as Appendix 6D.

**Sec. 19 – Internal Road and Access**

Sec. 19 of the Development Agreement provides as follows:

*19. Internal Road and Access*

*Ordinance No. 2007-16, previously recorded on October 3, 2007, in the public records at OR Book 25968, Pages 4593-4609 UMCAD 2006, and the concurrent Declaration of Covenants and Restrictions are hereby amended to extend the deadline:*

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

While the Development Agreement amended Ordinance No. 2007-16, attached hereto as Appendix 7A, and the Declaration of Covenants and Restrictions attached hereto as Appendix 7B, 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 completed 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). A copy of the Letter of Sufficiency dated October 3, 2013, from Gray Robinson is attached hereto as Appendix 7C.

The construction of this phase of the Internal Road has been 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, already completed and which received a Certificate of Occupancy on June 18, 2014, see attached as Appendix 7D.

UMCAD Amendment H21, the Frost School of Music project, already completed and which received a Certificate of Occupancy on November 28, 2016, see attached as Appendix 7E.

On July 2, 2015, the University submitted to the City of Coral Gables an application for an amendment to the Development Agreement to modify the scope of Phase II of the Internal Road. While said application was pending with the City, the City Attorney, by email dated December 9, 2015, attached as Appendix 7F, made the determination that equitable tolling applied for the period of time while the application was pending, therefore the University was not required to present construction plans for Phase II of the Internal Road until the period of equitable tolling was completed.

On November 15, 2016, the City passed and adopted Ordinance No. 2016-56, attached hereto as Appendix 7G, which approved the amendment to the Development Agreement requested by the University to modify the scope of Phase II of the Internal Road. Section 19 of the Development Agreement was amended by Ordinance No. 2016-56 to read as follows:

19. Internal Road and Access.

a. Ordinance #2007-16, passed and adopted March 27, 2007 (UMCAD 2006), and the concurrent declaration of Covenants and Restrictions, recorded on October 3, 2007, in the public records at OR Book 25968, Pages 4593-4609 are hereby amended as follows:

- i. for submitting construction plans for the entire Internal Road to:
  - a) December 31, 2016, or
  - b) the issuance of a building permit for any 2006 UMCAD amendments located north of Lake Osceola,
  - c) or the issuance of a building permit for UMCAD 2006 Amendment H4, or
  - d) the issuance of a building permit for UMCAD 2006 Amendment H22, whichever occurs first;
- ii. for the completion of the construction of the closure/relocation/consolidation of access

drives and the realignment of the existing Miller Road to south of the arboretum to:

- a) December 31, 2016, or
- b) City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H21, whichever occurs first;

iii. for the completion of the Internal Road to:

- a) December 31, 2017, or
- b) City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H4, or
- c) City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H22, whichever occurs first.

iv. Any surface parking spaces displaced or affected by the construction of the modified Internal Road shall be replaced one-for-one anywhere on campus.

b. Construction of the Internal Road is subject to the following conditions:

i. The construction documents for the improvements in the campus and in the right-of-way area of Pisano Avenue shall be submitted for review and approval pursuant to applicable city regulations. Submittal of construction plans for these improvements and completion of these improvements shall follow the Internal Road deadlines outlined in Section 19 of the Development Agreement dated September 28, 2010, between the City of Coral Gables and the University of Miami, and as modified by this Development Agreement Amendment Request.

ii. The University shall fund construction costs for specific public realm improvements to be designed and constructed by the City based upon input from City Staff, the surrounding residential community and the University up to \$250,000 ("Public Realm Improvements")>

a. The Public Realm Improvements shall be designed and constructed by the City to benefit the surrounding residential community at locations adjacent to the University's campus.

b. The University shall tender payment to fund the Public Realm Improvements when presented by the

- City with written request for payment with the appropriate contract / work order for the construction of the Public Realm Improvements.
- c. This condition-and the University's obligation to fund the Public Realm Improvements-shall expire within ten (10) years of the date of the adoption of this Ordinance No. 2016-56, unless extended in writing by the mutual consent of the parties.
  - d. Based upon public input received during the public outreach process, no changes to the existing sidewalk and lighting shall occur on San Amaro Drive from Memorial Drive to Campo Sano Avenue west of the Gifford Arboretum.
- iii. The University will identify pedestrian/bicycle pathway connections internally on campus comprised of both current and new segments as needed to provide connectivity from Memorial Drive to University Drive including Brunson Drive.
  - iv. The University will install signage, wayfinding, maps and labels of the Gifford Arboretum's unique plant species. Installation of these features shall follow the Internal Road deadlines outlined in Section 29 of the Development Agreement dated September 28, 2010, between the City of Coral Gables and the University of Miami, and as modified by the Development Agreement Amendment request.
  - v. Commission approval is required for a special treatment sidewalk, decorative pavers, landscaping, irrigation, street lighting, landscaping lighting, and any other encroachments into, onto, under and over the right of way. The above encroachments shall be approved by City resolution and a Hold Harmless agreement shall be executed.
  - vi. Incorporate Silva cell planters or structural soil into the landscape plans for all trees planted within the public right-of-way.
  - vii. The University shall maintain the existing bridge crossing from University Drive south over the canal to accommodate pedestrian connectivity as well as emergency police vehicles.
  - viii. The University shall construct a service road connecting Phase I and Phase II of the Internal Road along the north side of the Knight Physics Building and south of the Gifford Arboretum in a manner that does not impact the existing Arboretum. Construction of this service road connection

shall follow the Internal Road deadlines outlined in Section 19 of the Development Agreement dated September 28, 2010, between the City of Coral Gables and the University of Miami, and as modified by the Development Agreement Amendment request.

- ix. The University shall expand the Arboretum to include a portion of that land previously occupied by the University's wood art studio. Expansion of the Arboretum shall follow the Internal Road deadlines outlined in Section 10 of the Development Agreement dated September 28, 2010, between the City of Coral Gables and the University of Miami, and as modified by the Development Agreement Amendment request.

As of July 15, 2018, the University has completed the construction of the Internal Road, the connection of parking lots, and the improvements to Pisano Avenue. More specifically, the University has satisfied in full the conditions of Section 19 of this Development Agreement, as amended by Sections 3 and 4 of Ordinance No. 2016-56, passed and adopted November 15, 2016, as follows:

1. Plans for the construction of the Internal Road were submitted to the City on December 21, 2016.
2. The realignment of the existing Miller Road to south of the arboretum was completed and accepted by the City in 2013.  
The closure/relocation/consolidation of access drives has been completed as per building permit BL-17-06-2508.
3. The Internal Road was completed as per building permits BL-17-06-2508 and PW-17-11-1426.
4. Approximately 420 parking spaces were displaced due to construction of the Internal Road. 849 parking spaces were replaced with construction of the Merrick Garage south of the lake.
5. Construction documents for improvements to the campus and in the right-of-way were submitted to the City on December 21, 2016.
6. Funding of the public realm improvements is pending City's identification of said improvements.
7. The University has identified a network of paths that are suitable connections to provide connectivity from Metrorail Drive including Brunson Drive.
8. Signage has been installed in the Gifford Arboretum.
9. A hold harmless agreement has been executed and recorded for encroachments on Campo Sano at Brunson Drive and Wilder Drive.
10. The existing bridge crossing has been maintained.

11. A service road has been completed along the north side of the Knight Physics Building and south of the Gifford Arboretum.
12. The Gifford Arboretum has been expanded to include a portion of the land previously occupied by the University's wood art studio.

A letter of compliance from the City is included in Appendix 7H indicating compliance with this section.

No further action is required regarding this item.

## **Sec. 21 – Conveyance of Internal Streets and Waterways**

Sec. 21 of the Development Agreement provides as follows:

### *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.*

**Status:**

The City vacated the Streets by Ordinance No. 2011-03 adopted January 25, 2011, attached hereto as Appendix 8A. 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 8B and 8C respectively. Likewise, by Quit Claim Deed dated February 7, 2011, attached hereto as Appendix 8D, the City deeded the Waterways to the University.

A graphic depicting ownership is included in Exhibit A of the Development Agreement and is included in this report in Appendix 3B. The total campus ownership is 240.61 acres.

No further action is required regarding this item.

## **Sec. 22 – Re-Conveyance of Fire Station Property**

Sec. 22 of the Development Agreement provides as follows:

### *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.*

### **Status:**

By Special Warranty Deed dated February 7, 2011, attached hereto as Appendix 9, the City deeded the Fire Station Property to the University. No further action is required regarding this item.

A graphic depicting ownership is included in Exhibit A of the Development Agreement and is included in this report in Appendix 3B. The total campus ownership is 240.61 acres.

No further action is required regarding this item.

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

Section 46 of the Development Agreement provides as follows:

*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.*

**Status:**

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 10.

No further action is required regarding this item.

## 6. UNIVERSITY OBLIGATIONS

### Sec. 25. – Monetary Obligations – Consideration and Mitigation

Sec. 25 of the Development Agreement provides as follows:

#### 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 Watsco 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:**

On December 1, 2022, the University paid consideration in the amount of \$1,025,000 per City's wire instructions.

## **b. Non-Monetary Obligations**

### **Sec. 6 – Gables Fellows Programs**

Sec. 6 of the Development Agreement provides as follows:

#### *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.*

**Status:**

Jasmine Young served as the Gables Fellow for the Fall 2022 semester and Spring 2023 semester.

## Sec. 7 – Lecture Series

Sec. 7 of the Development Agreement provides as follows:

### 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.*

### Status:

The six required lectures have been held. All the lectures are described below:

- Southern Glazer's Distinguished Leaders Lecture featuring Thomas Michaud, President and CEO, Keefe, Bruyette & Woods via Zoom meeting on October 27, 2022;
- Investigating the Indefinite Detention of Mariel Refugees, a conversation with investigative journalists Andrew Beck Grace and Chip Brantley at the Bill Cosford Cinema on February 27, 2023;
- Athletics Department lecture on "Football: Leadership Off the Field" by Brandon Shore, Senior Vice-President, Miami Dolphins at the Finker Frenkel Promenade on March 22, 2023;
- Cuban Heritage Collection: Voices of Change – The Rise of Independent Journalism in Cuba at the Richter Library on April 13, 2023;
- Myrna and Sheldon Palley Glass Artist Lecture Series featuring Sabrina Knowles and Jenny Pohlman at the Lowe Art Museum on April 26, 2023 and;

- The Arnold and Augusta Newman Endowed Lecture Series in Photography presents David Burnett at the Lowe Art Museum on May 18, 2023.

## **Sec. 8 – Performance and Concert Series**

Sec. 8 of the Development Agreement provides as follows:

### *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.*

**Status:**

The 4 required concerts have been held. All the concerts are described below.

**Concerts:**

- An Evening of Ukrainian and Polish Song at Gusman Concert Hall on June 22, 2022;
- Disney 100-year Celebration featuring the Henry Mancini Institute Orchestra at Gusman Concert Hall on November 4, 2022;
- Jazz Holiday Concert – Swingin’ for the Holidays at Gusman Concert Hall on December 2, 2022; and
- Frost Chopin Festival: An Evening of Ukrainian and Polish Song at Gusman Concert Hall on June 22, 2022.

The 2 required cultural programs have been held plus seven additional cultural programs. All the cultural programs are described below.

**Cultural Programs:**

- Lowe Art Museum: The Art of Mindfulness, via Zoom on July 5, 2022;
- Lowe Art Museum: The Art of Mindfulness, via Zoom on July 12, 2022;
- Bill Cosford Cinema presents: *Vengeance* at Cosford Cinema on July 25, 2022;
- Book Talk: *The Restless Exile of Gerardo Machado* at Richter Library on August 11, 2022;
- Lowe Connects: Maria Elena Gonzalez in conversation with Dr. Jill Deupi via Zoom on August 24, 2022;
- Lowe Art Museum Curator and Artist Conversation: Alba Triana presents her artworks and Rolando Pena performs *Less is More* at the Lowe Art Museum on September 10, 2022;
- Book Talk: *Give Me Liberty*, a conversation with author David Hoffman at Richter Library on September 29, 2022;
- Lowe After Hours at the Lowe Art Museum on October 6, 2022;
- Lowe Art Museum Free Family Workshop: Inspired Portraits at the Lowe Art Museum on January 21, 2023.

## Sec. 10 – “Meet the Docs” Health Care Program

Sec. 10 of the Development Agreement provides as follows:

### 10. “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:

The 4 required “Meet the Docs” lectures have been held. The lectures are described below.

- UMiami Health Talk: *Contemporary Issues in Men’s Health – What You Need to Know*, Via Zoom June 6, 2022;
- UMiami Health Talks: *Transform Your Life with Bariatric Surgery*, via Zoom on February 9, 2023;
- Heart to Heart: Innovations in Cardiovascular Health on February 15, 2023 at the Newman Alumni Center; and
- UMiami Health Talks: *Enlarged Prostate? Learn the Latest in Minimally Invasive Options*, via Zoom on April 20, 2023..

## Sec. 12 – Hurricane Athletic Tickets Program

Sec. 12 of the Development Agreement provides as follows:

### 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.*

#### **Status:**

**Football:** Duke, October 22, 2022  
250 tickets available

**Baseball:** Virginia Tech, March 18, 2023  
250 tickets available

Central Florida, April 4, 2023  
250 tickets available

Florida Atlantic, April 25, 2023  
250 tickets available

Duke, May 19, 2023  
250 tickets available

**Men's Basketball:** Rutgers, November 30, 2022  
250 tickets available

Vermont, December 28, 2022  
250 tickets available

Louisville, February 11, 2023  
250 tickets available

Pittsburgh, March 4, 2023  
250 tickets available

**Women's Basketball:** Florida, December 11, 2022  
250 tickets available

Virginia Tech, January 8, 2023  
250 tickets available

Florida State, February 9, 2023  
250 tickets available

Virginia, February 26, 2023  
250 tickets available

**Baseball:** Virginia Tech, March 18, 2023  
250 tickets available

Central Florida, April 4, 2023  
250 tickets available

Florida Atlantic, April 25, 2023  
250 tickets available

Duke, May 19, 2023  
250 tickets available

## **Sec. 17 – Watsco Center Ticket Program**

Sec. 17 of the Development Agreement reads as follows:

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

*(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 Watsco 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:**

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

## **Sec. 9 – Ponce de Leon Beautification Project**

Sec. 9 of the Development Agreement provides as follows:

### *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.*

### **Status:**

The University's financial contribution is not due until the City requests said financial contribution in writing and commences construction of the Ponce de Leon beautification work. The City adopted Resolution No. 2012-57 on March 13, 2012, authorizing the purchase and installation of landscape materials in the medians along Ponce de Leon between Red Road and LeJeune Road, with the University's portion indicated at \$59,486. The City installed the landscaping and requested said financial contribution from the University. The University paid the City said amount on October 25, 2013.

## **Sec. 11 – Consulting Services**

Sec. 11 of the Development Agreement provides as follows:

### *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.*

### **Status:**

The University has several ongoing consulting partnerships with the City. UM and the City have partnered with the City's GIS division and on the School of Architecture's Real Estate Development and Urbanism program.

## **Sec. 13 – Student Enrollment**

Sec. 13 of the Development Agreement provides as follows:

### **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.*

**Status:**

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 11 is the Student Enrollment Report for the Fall Semester 2022, dated November 14, 2022, prepared by the Office of Planning, Institutional Research, and Assessment of the University showing that the current Student Undergraduate FTE Enrollment is 11,932 students which is under 12,000.

## **Sec. 14 – Uses, Intensity of Use, Public Facilities, Reservations**

Sec. 14 of the Development Agreement provides as follows:

### *14. 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:**

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.

## **Sec. 18 – Miscellaneous Uses and Temporary Occupancies**

Sec. 18 of the Development Agreement provides as follows:

### **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, University Campus Serving Uses, including but not limited to: academic programs, academic uses and activities; instructional uses and activities, and student housing facilities (collectively, “University Academic Uses”) shall be permitted to be established only within the boundaries of the UM Campus. In the event that this Agreement is amended to authorize University Campus Serving Uses, including but not limited to University Academic Uses, outside of the UM Campus, such University Campus Serving Use and the property to be used shall be listed in subparagraph (g) of this Paragraph. In the event that the University no longer owns or leases the property listed in subparagraph (g) the authorization shall be deemed to be terminated and to be of no further legal force and effect.*
- (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 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.*
- (g) The University is authorized to use the following property for University Campus Serving Uses, including but not limited to Academic Uses together with all permitted uses under the City Code: (1) 5915 Ponce de Leon Boulevard Coral Gables FL 33146 (Metro Tax Assessor Folio No 03-4130-009-0250).*

**Status:**

(1) Pursuant to Ordinance No. 2014-11 adopted May 13, 2014, the City amended Paragraph 18 of the Development Agreement that governs the Miscellaneous Uses and Temporary Occupancies to provide that the University may make use of property within the corporate limits of the City, and to include the property commonly known as the Plumer Building, at 5915 Ponce de Leon Boulevard, Coral Gables Florida. Attached hereto as Appendix 12A is Ordinance No. 2014-11.

(2) In Fall 2022, students were assigned temporary housing at Thesis Hotel located within the corporate limits of the City. The students were housed there the entire Fall Semester as communicated to the City Manager via letter. In Spring 2023, an additional 90 students were assigned temporary housing at the THesis Hotel but all students,

including those housed there since the Fall, were moved to on-campus housing within weeks of the start of the semester. There have been no other 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 12B is the letter to the City Manager regarding students at Thesis Hotel and the Miscellaneous Uses and Temporary Occupancies memo for the Spring semester 2023, dated March 17, 2023.

## **Sec. 20 – Mobility Plan**

Sec. 20 of the Development Agreement provides as follows:

### *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, carpools, 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:**

The University of Miami Mobility Plan submitted by the University to the City on June 1, 2023, is attached hereto as Appendix 13.

## **Sec. 23 – Encroachments**

Sec. 23 of the Development Agreement provides as follows:

### **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.*

### **Status:**

The Encroachment Study attached hereto as Appendix 14 was submitted by the University to the City on June 1, 2011.

No further action is required regarding this item.



**Development Agreement  
Annual Report 2022-2023  
Appendices**

**Prepared by the University of Miami  
For the City of Coral Gables  
August 25, 2023**

## LIST OF APPENDICES

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### Appendix Number

1. Ordinance No. 2010-31– Development Agreement
2. Development Agreement
- 3A. Ordinance 2019-07 – Amendment to Development Agreement Amending Exhibit A
- 3B. Exhibit A of Development Agreement, as Amended
4. Ordinance No. 2010-29- Comprehensive Plan Amendment
- 5A. Ordinance No. 2010-34– Zoning Code Amendment
- 5B. Ordinance No. 2010-35- Change in Zoning District
- 5C. City Attorney email dated March 18, 2016; Letter from University dated September 23, 2015; and Ordinance 2010-34
- 6A. Resolution No. 2003-7- Sale of Liquor at Watsco Center
- 6B. Resolution 2019-82 – Sale of Liquor at Watsco Center
- 6C. Ordinance No. 2019-24 Approving Amendment to Development Agreement – Watsco Center
- 6D. Event Management and Security Plan dated August 2019
- 7A. Ordinance No. 2007-16– UMCAD 2006 Amendments
- 7B. Declaration of Restrictive Covenants recorded on October 3, 2007 in the public records of Miami-Dade County at OR Book 25968, Pages 4593-4609
- 7C. Internal Road Letter of Sufficiency dated October 3, 2013 from Gray Robinson
- 7D. Certificate of Occupancy for Student Activity Center dated June 18, 2014
- 7E. Certificate of Occupancy for School of Music dated November 28, 2016
- 7F. City Attorney E-mail dated December 9, 2015
- 7G. Ordinance No. 2016-56 – Development Agreement Amendment Internal Road
- 7H. Internal Road Letter of Sufficiency dated August 20, 2018 from City of Coral Gables
- 8A. Ordinance No. 2011-03- Vacations of Streets
- 8B. Easement of Access
- 8C. Easement as to Parking Meters
- 8D. Deed for Conveyance of Waterways
9. Deed for Fire Station Property
10. Letter of Submittal of Development Agreement to Department of Community Affairs
11. Student Enrollment Report for Fall Semester 2021
- 12A. Ordinance No. 2014-11 – Amendment to Paragraph 18 of Development Agreement that governs the Miscellaneous Uses and Temporary Occupancies
- 12B. Miscellaneous Uses and Temporary Occupancies Report for the 2021-2022 academic year
13. University of Miami Mobility Plan 2022
14. Encroachment Study

# 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 57<sup>TH</sup> 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 57<sup>th</sup> 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](http://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 57<sup>th</sup> 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 section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

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

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

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

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

APPROVED:



DONALD D. SLESNICK II  
MAYOR

ATTEST:



WALTER L. FOEMAN  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ  
CITY ATTORNEY

# Appendix 2

CITY OF CORAL GABLES AND  
UNIVERSITY OF MIAMI AGREEMENT

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

RECITALS

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

1. **Recitals.**

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

2. **Statement of Intent.**

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

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

3. **Defined Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. Term.**

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

**5. Annual Meeting.**

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

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

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

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

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

**6. Gables Fellows Program.**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **8. University Performance and Concert Series.**

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

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

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

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

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

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

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

**9. Ponce de Leon Boulevard Beautification Improvements.**

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

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

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

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

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

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

**10. "Meet the Docs" Health Care Program.**

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

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

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

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

**11. Consulting Services.**

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

**12. Hurricane Athletics Ticket Program.**

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

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

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

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

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

### 13. Student Enrollment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. Comprehensive Plan Amendments.**

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

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

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

**17. Bank United Center.**

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

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

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

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

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

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

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

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

**18. Miscellaneous Uses and Temporary Occupancies.**

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

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

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

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

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

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

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

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

**19. Internal Road and Access.**

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

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

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

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

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

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

**20. Mobility Plan.**

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

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

**21. Conveyance of Internal Streets and Waterways.**

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

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

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

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

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

**22. Re-Conveyance of Fire Station Property.**

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

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

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

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

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

### **23. Encroachments.**

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

**24. Use of Name, Logo, Trademark**

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

**25. Consideration and Mitigation.**

The City and the University agree that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**28. Conflicts and Amendment of Prior Ordinances and Agreements**

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

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

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

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

**29. Existing UMCAD Obligations.**

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

**30. Amendments.**

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

**31. Applicable Laws and Construction.**

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

**32. Venue and Jurisdiction.**

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

(b) Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the 11<sup>th</sup> 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.

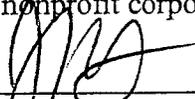
Signed, sealed and delivered in the presence of:

Witness



Print Name: Alan Krosseth

UNIVERSITY OF MIAMI,  
a Florida nonprofit corporation

By: 

Its: SR VP OF BUSINESS & FINANCE

Witness



Print Name: CHARLES L. SIGMON

CITY OF CORAL GABLES, FLORIDA

By: Patrick Salerno

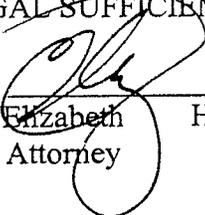
Its: City Manager

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

ATTEST

  
City Clerk

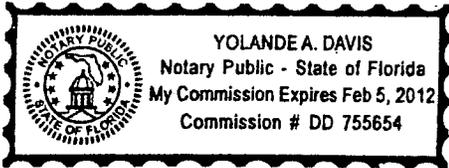
BY:   
Elizabeth Hernandez, City  
Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28<sup>th</sup> 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

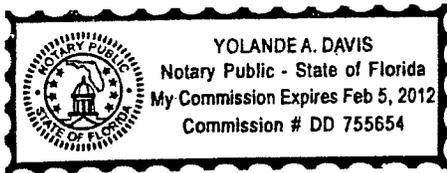
My Commission Expires: Feb. 5, 2012

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

Notary Seal



Yolande A. Davis

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

Date: September 28, 2010

My Commission Expires: Feb. 5, 2012

**EXHIBITS**

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

STATE OF FLORIDA, COUNTY OF DADE  
 I HEREBY CERTIFY that this is a true copy of the  
 original filed in this office on Sept. 26 day of 2010  
 WITNESS my hand and Official Seal.  
 HARVEY RUVIN, CLERK, of Circuit and County Courts  
 By [Signature] D.C.



# Appendix 3A

**CITY OF CORAL GABLES, FLORIDA**

**ORDINANCE NO. 2019-07**

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES AMENDING THE CITY OF CORAL GABLES AND UNIVERSITY OF MIAMI DEVELOPMENT AGREEMENT, ADOPTED BY ORDINANCE NO. 2010-31 ON 09.28.10, PURSUANT TO ZONING CODE ARTICLE 3, DIVISION 19, ENTITLED “DEVELOPMENT AGREEMENTS,” FOR THE UNIVERSITY OF MIAMI, CITY OF CORAL GABLES CAMPUS, AMENDING THE FIRST RECITAL TO INCLUDE THE PROPERTY LEGALLY DESCRIBED AS LOTS 1 THRU 8 AND 34 THRU 40, BLOCK 196, CORAL GABLES RIVIERA SECTION 6 (6500 RED ROAD), CORAL GABLES, FLORIDA; AND PROVIDING FOR A REPEALER PROVISION, SEVERABILITY CLAUSE, CODIFICATION, ENFORCEABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, an application was submitted requesting an amendment to the City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010, pursuant to Zoning Code Article 3, Division 19, entitled “Development Agreements”, for the University of Miami, City of Coral Gables Campus, amending the First Recital to include the property located at 6500 Red Road; and

**WHEREAS**, the purpose of the modification to the First Recital and its reference to Exhibit A, that contains the legal description and map for the University of Miami Coral Gables Campus is to reflect the University of Miami’s acquisition of the property at 6500 Red Road, legally described as Lots 1 thru 8 and 34 thru 40, Block 196, Coral Gables Riviera Section 6, Coral Gables, Florida; and

**WHEREAS**, after notice of public hearing duly published and notification of all property owners of record within one thousand five hundred (1500) feet of the property, a public hearing was held before the Planning and Zoning Board on November 14, 2018, at which hearings all interested persons were afforded the opportunity to be heard; and

**WHEREAS**, at a public hearing held on November 14, 2018, the Planning and Zoning Board recommended approval of the amendment to the University of Miami Development Agreement with conditions (vote: 6-0); and

**WHEREAS**, the City Commission held a public hearing on January 8, 2019 at which hearing all interested persons were afforded an opportunity to be heard and this application for an amendment to the Development Agreement was approved on First Reading (vote: 5-0); and

**WHEREAS**, the City Commission held a public hearing on (month) (day), 2019 at which hearing all interested persons were afforded an opportunity to be heard and this application for an amendment to the Development Agreement was approved on Second Reading (vote: 5-0); and

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

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

**SECTION 2.** The City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010 is hereby amended in the First Recital and its reference to Exhibit A containing the legal description and map of the University of Miami Coral Gables Campus as follows<sup>1</sup>:

**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.

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<sup>1</sup> Deletions are indicated by ~~strikethrough~~. Insertions are indicated by underline. The General Location Map provided herein has been modified to include the additional property.

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.

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 PURSUANT TO CORAL GABLES CITY ORDINANCE NO. 842 DATED JULY 27, 1954 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4501 OF THE PUBLIC RECORDS OF MIAMIDADE COUNTY, 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 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 WESTERLYNORTHWESTERLY- 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 1/2 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.

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 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4505 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, 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:

LOTS 1 THROUGH 8, INCLUSIVE AND LOTS 34 THROUGH 40, INCLUSIVE, AND ALL OF ALLEY NORTHWESTERLY & ADJACENT TO LOTS 34 THROUGH 40, LESS BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 NORTHWESTERLY 10 FEET TO POINT OF BEGINNING, BLOCK 196 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 32, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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 GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 842, DATED JULY 27, 1954 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4501 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, 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.

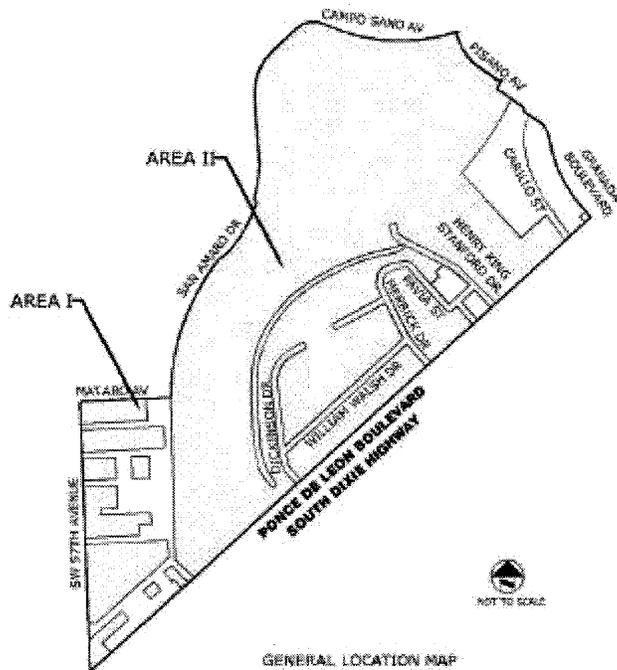
ON THE WEST: BY THE EAST RIGHT OF WAY LINE OF RED ROAD, (S.W. 57TH AVENUE) AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

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.

\*\*\*



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

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

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

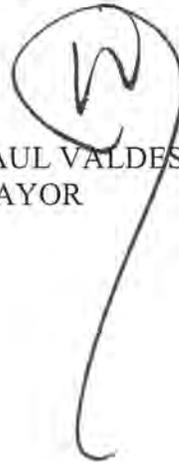
**SECTION 6.** This development permit by the City of Coral Gables does not in any way create any right on the part of an applicant to obtain a permit from a county, state or federal agency. Likewise, this development permit does not create any liability on the part of the City of Coral Gables for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a county, state or federal agency, or if the applicant undertakes actions that result in a violation of county, state or federal law. In addition, as a condition of this approval, all county, state and federal permits must be obtained before commencement of the development.

**SECTION 7.** This Ordinance shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-SECOND, DAY OF JANUARY A.D.,  
2019.

(Moved: Quesada / Seconded: Keon)  
(Yeas: Keon, Lago, Mena, Quesada, Valdes-Fauli)  
(Unanimous: 5-0 Vote)  
(Agenda Item: F-3)

APPROVED:

A handwritten signature in blue ink, consisting of a large, stylized letter 'W' enclosed in a circle, with a long vertical line extending downwards from the bottom of the circle.

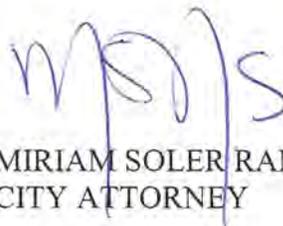
RAUL VALDES-FAULI  
MAYOR

ATTEST:

A handwritten signature in blue ink, appearing to be 'B. Y. Urquia'.

BILLY Y. URQUIA  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

A handwritten signature in blue ink, consisting of stylized initials 'MSR'.

MIRIAM SOLER RAMOS  
CITY ATTORNEY

# Appendix 3B

UNIVERSITY  
OF MIAMI



**MAIN CAMPUS-CORAL GABLES, FLORIDA  
LEGAL DESCRIPTIONS  
AREAS I AND II  
AUGUST 14, 2018  
(SUPERSEDES ALL PREVIOUS ISSUES)**

**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.

UNIVERSITY  
OF MIAMI



**MAIN CAMPUS-CORAL GABLES, FLORIDA  
LEGAL DESCRIPTIONS  
AREAS I AND II  
AUGUST 14, 2018  
(SUPERSEDES ALL PREVIOUS ISSUES)**

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 PURSUANT TO CORAL GABLES CITY ORDINANCE NO. 842 DATED JULY 27, 1954 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4501 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, 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

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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 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 1/2 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.

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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 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4505 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, 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:

LOTS 1 THROUGH 8, INCLUSIVE AND LOTS 34 THROUGH 40, INCLUSIVE, AND ALL OF ALLEY NORTHWESTERLY & ADJACENT TO LOTS 34 THROUGH 40, LESS BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 NORTHWESTERLY 10 FEET TO POINT OF BEGINNING, BLOCK 196 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 32, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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 GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 842,

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DATED JULY 27, 1954 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4501 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, 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.

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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 IN THAT

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CERTAIN DEED AS RECORDED IN DEED BOOK 4030 AT PAGE 185 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 4 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 4 REPLATTED AS TRACT "A" OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

TR. 5 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 6 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 6 AS CONVEYED TO THE GREATER MIAMI HILLEL FOUNDATION, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 3803 AT PAGE 455 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AND

THAT PORTION OF SAID TR. 6 AS CONVEYED TO THE TRUSTEES OF THE DIOCESE OF SOUTHEAST FLORIDA, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 3815 AT PAGE 209 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

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TOGETHER WITH:

TR. 7 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 7 AS CONVEYED TO THE FLORIDA BAPTIST CONVENTION, INC. PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 3826 AT PAGE 31 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AND

THAT PORTION OF SAID TR. 7 AS CONVEYED TO THE TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION UNIVERSITY OF MIAMI, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1609 AT PAGE 72 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AND

THAT PORTION OF SAID TR. 7 AS CONVEYED TO THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC., PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8474 AT PAGE 246 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TRACT "A" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TRACT "A" OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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.

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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 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4503 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, 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 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4509 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, 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 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.

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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 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4509 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF THEO. DICKINSON DRIVE AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2682 DATED FEBRUARY 24, 1987 AND RECORDED IN OFFICIAL RECORDS BOOK 13227 AT PAGE 1306, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

THAT PORTION OF MILLER DRIVE, AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 3392 DATED JULY 13, 1999 AND RECORDED APRIL 15, 2003 UNDER MIAMI-DADE COUNTY CLERK'S FILE NUMBER 2003R247184 IN OFFICIAL RECORDS BOOK 21174 AT PAGE 5014 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

TRACT "B" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 3392 DATED JULY 13, 1999 AND RECORDED APRIL 15, 2003 UNDER MIAMI-DADE COUNTY CLERK'S FILE NUMBER 2003R247184 IN OFFICIAL RECORDS BOOK 21174 AT PAGE 5014 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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TOGETHER WITH:

"THEO. DICKINSON DRIVE"

A STRIP OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "THEO. DICKINSON DRIVE", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE SOUTH: BY THE NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD". (UNIVERSITY CONCOURSE) AS SHOWN ON SAID PLAT.

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF SAID "THEO. DICKINSON DRIVE" AS SHOWN ON SAID PLAT.

ON THE NORTH: BY THE WESTERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT.

ON THE EAST: BY THE EASTERLY RIGHT OF WAY LINE OF SAID "THEO. DICKINSON DRIVE" AS SHOWN ON SAID PLAT.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED 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 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,

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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 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 "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

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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 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4503 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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 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 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

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"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 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID STRIP OF LAND WAS FURTHER CONVEYED TO THE UNIVERSITY OF MIAMI BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC., PURSUANT TO THAT CERTAIN CORRECTIVE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 27823 AT PAGE 4088 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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.")

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

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"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 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID STRIP OF LAND WAS FURTHER CONVEYED TO THE UNIVERSITY OF MIAMI BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC., PURSUANT TO THAT CERTAIN CORRECTIVE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 27823 AT PAGE 4088 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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.")

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

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"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 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID STRIPS OF LAND WERE FURTHER CONVEYED TO THE UNIVERSITY OF MIAMI BY THE TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION, UNIVERSITY OF MIAMI, INC., PURSUANT TO THAT CERTAIN QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 27712 AT PAGE 3910 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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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 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.

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SAID STRIPS OF LAND WERE FURTHER CONVEYED TO THE UNIVERSITY OF MIAMI BY THE FLORIDA BAPTIST CONVENTION, INC., PURSUANT TO THAT CERTAIN CORRECTIVE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 27823 AT PAGE 4080 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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

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LEGAL DESCRIPTIONS  
AREAS I AND II  
AUGUST 14, 2018  
(SUPERSEDES ALL PREVIOUS ISSUES)**

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 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID STRIPS OF LAND WERE FURTHER CONVEYED TO THE UNIVERSITY OF MIAMI BY THE DIOCESE OF SOUTHEAST FLORIDA, INC., PURSUANT TO THAT CERTAIN QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 27712 AT PAGE 3914 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID STRIP OF LAND WAS FURTHER CONVEYED TO THE UNIVERSITY OF

UNIVERSITY  
OF MIAMI



**MAIN CAMPUS-CORAL GABLES, FLORIDA  
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MIAMI BY THE GREATER MIAMI HILLEL FOUNDATION, INC., PURSUANT TO THAT CERTAIN QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 27712 AT PAGE 3919 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

"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 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

UNIVERSITY  
OF MIAMI



**MAIN CAMPUS-CORAL GABLES, FLORIDA  
LEGAL DESCRIPTIONS  
AREAS I AND II  
AUGUST 14, 2018  
(SUPERSEDES ALL PREVIOUS ISSUES)**

"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 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."

UNIVERSITY  
OF MIAMI



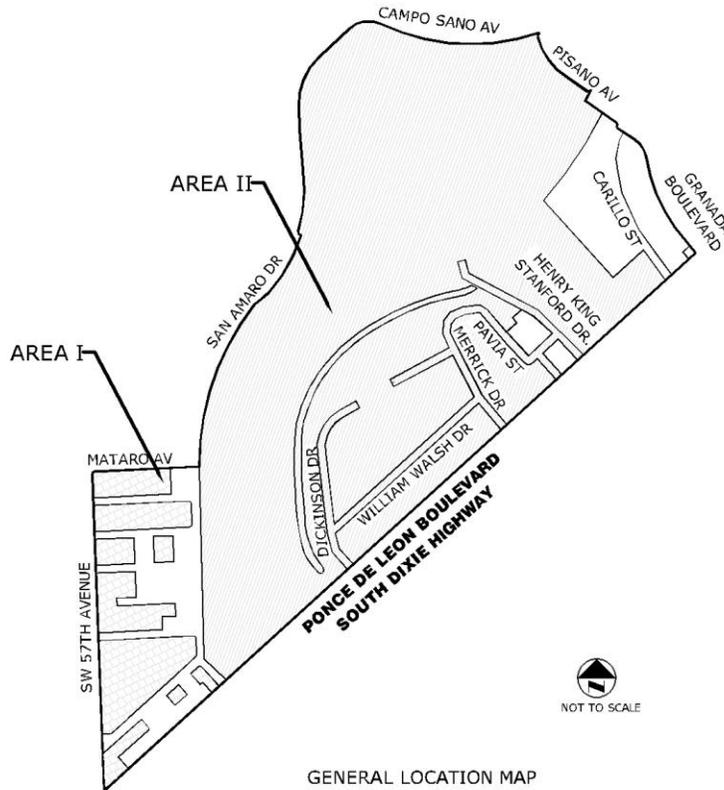
**MAIN CAMPUS-CORAL GABLES, FLORIDA  
LEGAL DESCRIPTIONS  
AREAS I AND II  
AUGUST 14, 2018  
(SUPERSEDES ALL PREVIOUS ISSUES)**

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.

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 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 240.61 ACRES, MORE OR LESS, BY CALCULATION.



# Appendix 4

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 57<sup>TH</sup> 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 57<sup>TH</sup> 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](http://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 57<sup>th</sup> 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 57<sup>th</sup> 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.

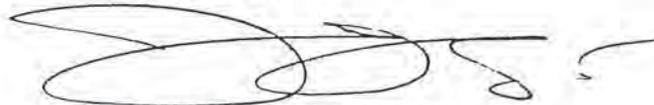
**SECTION 6.** It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of the City of Coral Gables, Florida, as amended, which provisions may be renumbered or re-lettered and that the word ordinance be changed to "section", "article",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

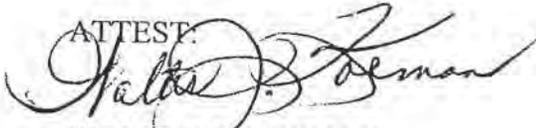
(Moved: Anderson / Seconded: Kerdyk)  
(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)  
(Unanimous: 5-0 Vote)  
(Agenda Item: E-4)

APPROVED:



DONALD D. SLESNICK II  
MAYOR

ATTEST:



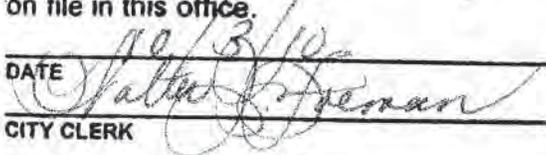
WALTER J. FOEMAN  
CITY CLERK

**STATE OF FLORIDA • COUNTY OF MIAMI DADE**

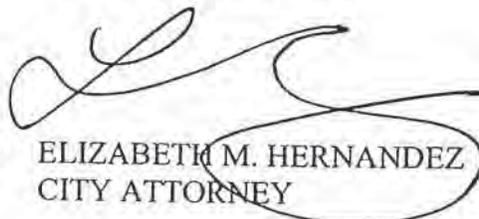
I, HEREBY CERTIFY that the foregoing  
(Pages 1 - 5, inclusive)  
is a true and correct copy of the original  
on file in this office.

DATE

CITY CLERK

09/28/10  


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

*for* 

ELIZABETH M. HERNANDEZ  
CITY ATTORNEY

# Appendix 5A

**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 5B

**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 57<sup>TH</sup> 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 57<sup>th</sup> 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 57<sup>th</sup> 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 5C

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

### **City Attorney Opinion**

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

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

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

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

### **Craig E. Leen, City Attorney**

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



**CORAL GABLES**  
THE CITY BEAUTIFUL

*Celebrating 90 years of a dream realized.*



September 23, 2015

Via U.S. Mail and Email: [cleen@coralgables.com](mailto:cleen@coralgables.com)

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

RE: Status of UMCAD Maps and Text

Dear Mr. Leen:

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

**Justification for the University's request**

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

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

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

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

September 23, 2015

Page 2

Mr. Craig Leen

We look forward to your determination regarding this matter.

Sincerely,



Irma Abella, Esq.

Director of Development Regulations

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

**CITY OF CORAL GABLES, FLORIDA**

**ORDINANCE NO. 2010-34**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS TWELFTH DAY OF OCTOBER, A.D., 2010.  
(Moved: Anderson / Seconded: Withers)  
(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)  
(Unanimous: 5-0 Vote)  
(Agenda Item: E-1)

APPROVED:



DONALD D. SLESNICK II  
MAYOR

ATTEST:



WALTER J. FOEMAN  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ  
CITY ATTORNEY

# Appendix 6A

## 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 6B

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2019-82**

A RESOLUTION OF THE CITY COMMISSION APPROVING THE SALE OF ALCOHOLIC BEVERAGES THROUGHOUT THE UNIVERSITY OF MIAMI'S WATSCO CENTER.

**WHEREAS**, in 2003, the City of Coral Gables ("City") passed Resolution No. 2003-7, approving a Retail Beverage and Liquor Store License for the University of Miami's ("UM") Convocation Center located at 1245 Dauer Dr., Coral Gables, FL 33146 (Basketball Arena), subject to the City's code provisions at the time; and

**WHEREAS**, in 2010, the City and UM executed a Development Agreement, which amended Resolution 2003-7, to allow for the sale of alcoholic beverages at the Basketball Arena during non-University athletic and academic programs and events, and only within the Hurricane 100 facilities and suites during the University's athletic and academic programs; and

**WHEREAS**, UM has requested to amend the existing language in the Development Agreement to allow for the sale of alcoholic beverages at the Basketball Arena during University athletic and academic programs in accordance with applicable laws; and

**WHEREAS**, the Basketball Arena is a non-restaurant facility and UM has requested the ability to expand the existing sales of alcoholic beverages on premises; and

**WHEREAS**, pursuant to Section 6-4(a)(4) of the City Code, a non-restaurant facility must receive approval from the City Commission after administrative review from the City Manager and meet the requirements set forth in the City Code in order to sell alcoholic beverages; and

**WHEREAS**, the provisions of Section 6-4(b) of the City Code provide the following conditions for the issuance of a retail beverage or retail liquor store license for a non-restaurant facility:

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 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 or her designee for the purpose of determining that such non-restaurant facilities are in compliance with the existing requirements; and

**WHEREAS**, the request meets the minimum requirements set forth in Section 6-4(b) of the City Code; and

**WHEREAS**, the City Commission's approval is contingent on UM acquiring any and all applicable licenses, approvals, and/or endorsements for alcohol sales from including, but not limited to, the State of Florida, the NCAA, and the ACC;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY 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 the Resolution upon adoption hereof.

**SECTION 2.** The City approves the request to allow the sale of alcoholic beverages throughout the Basketball Arena, located at 1245 Dauer Dr, Coral Gables, FL 33146, contingent on the Development Agreement being amended to reflect that change.

**SECTION 3.** The City reserves the right, at its discretion, to revoke the approval of the retail beverage license without further enforcement proceedings if the conditions above are not met.

**SECTION 4.** That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWELFTH DAY OF MARCH, A.D., 2019.

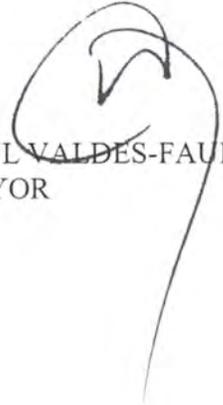
(Moved: Quesada / Seconded: Keon)

(Yeas: Lago, Mena, Quesada, Keon, Valdes-Fauli)

(Majority Vote: (5-0) Vote)

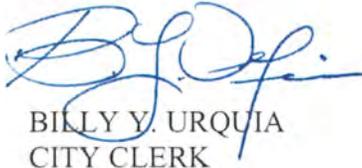
(Agenda Item: G-3)

APPROVED:

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a vertical line that curves at the bottom.

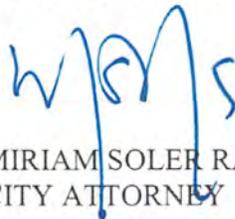
RAUL VALDES-FAULI  
MAYOR

ATTEST:

A handwritten signature in blue ink, appearing to be 'B. Urquia' with a stylized flourish.

BILLY Y. URQUIA  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

A handwritten signature in blue ink, consisting of the letters 'M', 'S', and 'R' in a stylized, cursive font.

MIRIAM SOLER RAMOS  
CITY ATTORNEY

# Appendix 6C

**CITY OF CORAL GABLES, FLORIDA**

**ORDINANCE NO. 2019-24**

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES AMENDING THE CITY OF CORAL GABLES AND UNIVERSITY OF MIAMI DEVELOPMENT AGREEMENT, ADOPTED BY ORDINANCE NO. 2010-31 ON SEPTEMBER 28, 2010, PURSUANT TO ZONING CODE ARTICLE 3, DIVISION 20, ENTITLED “DEVELOPMENT AGREEMENTS,” FOR THE UNIVERSITY OF MIAMI, CITY OF CORAL GABLES CAMPUS, AMENDING SECTION 17 “BANK UNITED CENTER” TO ALLOW FOR THE SALE OF ALCOHOLIC BEVERAGES; AND PROVIDING FOR SEVERABILITY, REPEALER AND AN EFFECTIVE DATE. (LEGAL DESCRIPTION ON FILE).

**WHEREAS**, an application was submitted requesting an amendment to the City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010, pursuant to Zoning Code Article 3, Division 20, entitled “Development Agreements,” for the University of Miami, City of Coral Gables Campus, amending Section 17 “Bank United Center” to allow for the sale of alcoholic beverages; and

**WHEREAS**, the purpose of the modification to Section 17 “Bank United Center” and its reference to Exhibit A, that contains the description of the facility is to allow certain uses; and

**WHEREAS**, the City Commission approved Resolution No. 2019-82 on March 12, 2019, to allow the sale of alcoholic beverages throughout the University of Miami’s Watsco Center; and

**WHEREAS**, after notice of public hearing duly published and notification of all property owners of record within one thousand (1,000) feet of the property, a public hearing was held before the Planning and Zoning Board on June 12, 2019, at which hearings all interested persons were afforded the opportunity to be heard; and

**WHEREAS**, at a public hearing held on June 12, 2019, the Planning and Zoning Board recommended approval of the amendment to the University of Miami Development Agreement with conditions (vote: 7-0); and

**WHEREAS**, the City Commission held a public hearing on July 9, 2019 at which hearing all interested persons were afforded an opportunity to be heard and this application for an amendment to the Development Agreement was approved on first reading (vote: 5-0); and

**WHEREAS**, after notice of public hearing duly published and notification of all property owners of record within one thousand (1,000) feet of the property, a public hearing was held before the City Commission on August 27, 2019, at which hearings all interested persons were afforded the opportunity to be heard; and

**WHEREAS**, at the public hearing held on August 27, 2019, before the City Commission, this application for an amendment to the Development Agreement was approved on Second Reading (vote:5-0);

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

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

**SECTION 2.** The City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010 is hereby amended as shown in Exhibit “A,” attached hereto and incorporated herein by this reference.

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

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

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

**SECTION 6.** This development permit by the City of Coral Gables does not in any way create any right on the part of an applicant to obtain a permit from a county, state or federal agency. Likewise, this development permit does not create any liability on the part of the City of Coral Gables for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a county, state or federal agency, or if the applicant undertakes actions that result in a violation of county, state or federal law. In addition, as a condition of this approval, all county, state and federal permits must be obtained before commencement of the development.

**SECTION 7.** This Ordinance shall become effective upon the date of its passage and adoption herein.

2019.

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

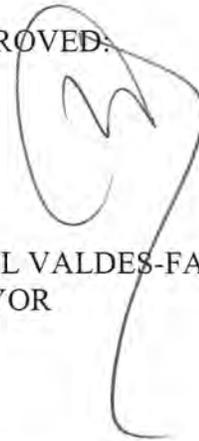
(Moved: Keon / Seconded: Mena)

(Yeas: Mena, Fors, Jr., Keon, Lago, Valdes-Fauli)

(Unanimous: 5-0 Vote)

(Agenda Item: F-1)

APPROVED:

A handwritten signature in black ink, appearing to be 'Raul Valdes-Fauli', written over the word 'APPROVED:'.

RAUL VALDES-FAULI  
MAYOR

ATTEST:

A handwritten signature in blue ink, appearing to be 'Billy Y. Urquia', written over the word 'ATTEST:'.

BILLY Y. URQUIA  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

A handwritten signature in blue ink, appearing to be 'Miriam Soler Ramos', written over the text 'APPROVED AS TO FORM AND LEGAL SUFFICIENCY:'.

MIRIAM SOLER RAMOS  
CITY ATTORNEY

## Exhibit "A"

City of Coral Gables and University of Miami Development Agreement

\* \* \*

~~Bank United Center~~ **Convocation Center**. The Convocation Center, also known as the ~~Bank United Center~~ Watsco Center and the Basketball Arena, located in the Coral Gables Campus of the University of Miami

\* \* \*

### 17. ~~Bank United Center~~ **Convocation Center**

\* \* \*

(b) Alcoholic beverages may be sold at the ~~Bank United Center~~ Convocation 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) ~~A~~ at programs and events ~~which are not University athletic and academic programs and events,~~ in indoor public spaces (including the concourse, floor, and event levels, suites and the Hurricane 100 facilities as well as in temporary seating ~~in such areas~~).

# Appendix 6D

From: [Corral, Alicia M](mailto:Corral.Alicia.M)  
To: [Corral, Alicia M](mailto:Corral.Alicia.M)  
Subject: FW: University of Miami Watsco Center Complex - Updated Event Management Plan  
Date: Thursday, August 29, 2019 1:13:35 PM

---

Begin forwarded message:

**From:** "Levi Garcia, Naomi" <[nlevi-garcia@coralgables.com](mailto:nlevi-garcia@coralgables.com)>  
**Date:** August 15, 2019 at 12:45:29 PM EDT  
**To:** "Gavarrete, Janet L." <[jgavarrete@miami.edu](mailto:jgavarrete@miami.edu)>  
**Cc:** "Lopez, Solanch" <[slopez@coralgables.com](mailto:slopez@coralgables.com)>  
**Subject: RE: University of Miami Watsco Center Complex - Updated Event Management Plan**

Hi Janet,

The City Manager, Police and Fire Chief have reviewed and approved. Please let me know if you need anything else.

Best,

Naomi Levi Garcia, Esq.  
Assistant City Attorney  
Intergovernmental Affairs Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL  
305-460-5248

-----Original Message-----

From: Gavarrete, Janet L. <[jgavarrete@miami.edu](mailto:jgavarrete@miami.edu)>  
Sent: Monday, August 12, 2019 9:23 AM  
To: Levi Garcia, Naomi <[nlevi-garcia@coralgables.com](mailto:nlevi-garcia@coralgables.com)>  
Subject: Re: University of Miami Watsco Center Complex - Updated Event Management Plan

[This email comes from an external source]

You are wonderful thank you!

Sent from my iPhone



August 7, 2019

**VIA HAND DELIVERY**

Mr. Peter Iglesias, City Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134

Re: University of Miami Watsco Center Complex, Updated Event Management Security Plan

Dear Mr. Iglesias,

The University of Miami is pleased to submit the updated Watsco Center Complex Event Management Security Plan which now includes alcohol sales controls for all events throughout the Watsco Center, pursuant to Resolution 2019-82 and the Ordinance amending the Development Agreement set for second reading on August 27, 2019. The revised Plan was prepared by the Oak View Group Facilities and the University of Miami, dated August 2019.

As further background, on March 12, 2019, the City Commission passed Resolution 2019-82, approving the sale of alcoholic beverages throughout the Watsco Center (previously limited to the Hurricane 100 Room and suites during athletic and academic programs). Pursuant to the terms of the Resolution, the University submitted an application to amend the Development Agreement for consistency to allow the sale of alcohol beverages at all events throughout the Watsco Center. That application went before the Planning and Zoning Board on June 12, 2019, and was heard on first reading by the City Commission on July 9, 2019. The second reading of the Ordinance is scheduled for August 27, 2019 as stated above.

The updated Event Management Safety and Security Plan before you reflects the updated controls and staffing guidelines for the sale of alcoholic beverages throughout the Watsco Center. The University requests approval of the revised Plan prior to the August 27<sup>th</sup> City Commission meeting when the Ordinance amending the Development Agreement is scheduled for second reading.

Kindly advise if there is any additional information needed from the University.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Robert W. Vale, Esq.  
Assistant General Counsel

cc: Janet Gavarrete

**WATSCO CENTER COMPLEX (WCC)**  
**AKA UM CONVOCATION CENTER**  
**EVENT MANAGEMENT SECURITY PLAN**

*Prepared by:*  
**Oak View Group Facilities and**  
**The University of Miami**  
**August, 2019**



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

# **WATSCO CENTER COMPLEX (WCC) A.K.A UM CONVOCATION CENTER EVENT MANAGEMENT SECURITY PLAN**

## **I. Introduction**

This event management and security plan is for events that will have alcohol sales. The plan was developed jointly by Oak View Group Facilities' event and facility manager, the University of Miami administration, and the University of Miami Police Department. It comprises four components: alcohol sale controls, security event staffing guidelines, and parking/traffic and security staffing guidelines

## **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. NCAA, ACC, etc), and with University of Miami policies and regulations.

### **Events**

For all Watsco Center Events, alcohol sales will be permitted in the concourse, floor, event levels, suites and the Hurricane 100 facilities. The decision to sell alcohol for these events will be by the discretion of the University of Miami and WCC General Manager.

### **Age of Attendees**

All guests served alcohol must have a valid state-issued ID, military ID or passport with photo or any other ID or 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 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.

All guests, regardless of age, will hand their ID to the concession management staff to be scanned. Alcohol compliance concession management staff shall physically examine and scan all forms of State and Military issued identification, out of protective covers, by touching and handling it. If ID is approved by scanner, guest will receive a wristband.

The passport is the only document that cannot be scanned by the ID Scanner, as it does not have a bar code. Concession management staff will manually check these documents.

### **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. If a guest already has a drink present, he/she will only be allowed to order one more drink.

Sales of alcohol will end at all locations one hour prior to conclusion of a community event or at the end of halftime for basketball games. Alcohol sales may be terminated earlier at discretion of the Watsco 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**

If a staff member observes a guest that has provided proper identification transferring a purchased alcoholic beverage to another guest who appears to be 30 years of age or younger, the staff member must obtain valid identification from the guest in question. If the guest in question cannot produce valid identification, the beverage must be taken from the guest's possession.

The General Manager of the WCC, the Concessions Manager, or staff member shall have the authority to determine whether a person appears to be intoxicated. If in the judgment of the General Manager, the Concessions Manager or staff member a guest has become intoxicated, the General Manager or staff member 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 WCC or referral for arrest and prosecution by legal authorities.

## **III. Security Event Staffing Guidelines**

This section addresses security and event staffing guidelines inside the WCC. Prior to each event at the WCC, a meeting will be held among UM police and Coral Gables police, UM parking and transportation and WCC staff 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 paid guests subject to variance based on genre of event and in consultation between UM and Coral Gables police liaisons.
- One EMS team and ambulance (team consists of three Coral Gables EMS paramedics). This is in addition to critical care nurses employed by the WCC for every event.

- At least one uniformed police officer will be positioned in proximity to each alcohol sales area during the time alcohol is sold. Those police officers will be redeployed to main entrance area upon event termination to observe guest departure from any WCC event.

Staffing guidelines for the WCC staff, police and traffic control will be dependent upon the expected type and size of the event (small, medium, large) per the following charts:

## Security and Event Staffing Guidelines

<i>Attendance: 1000-3000</i>	<b>A Small Event</b>	
<b>WCC Interior</b>		
<b>Event Staffing</b>	<b>Event Staff without alcohol</b>	<b>Event Staff with Alcohol</b>
<b>Security</b>		
Security Supervisor	2	2
Security-Loading Dock	1	1
Security-Wanders	6	6
Security-Bag Checkers	6	6
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
Police Bowl Floor	0	2
	<b>38</b>	<b>48</b>

## Security and Event Staffing Guidelines

<i>Attendance: 3000-5000</i>	<b>B-Medium Event</b>	
WCC Interior		
Event Staffing	Event Staff without alcohol	Event Staff with Alcohol
<b>Security</b>		
Security Supervisor	2	2
Security-Loading Dock	1	1
Security-Wanders	10	10
Security-Bag Checkers	10	10
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
Police Bowl Floor	0	2
Police Suite Level	0	2
	57	71

## Security and Event Staffing Guidelines

<i>Attendance: 5000-8000</i>	<b>C-Large Event</b>	
<b>WCC Interior</b>		
<b>Event Staffing</b>	<b>Event Staff without alcohol</b>	<b>Event Staff with Alcohol</b>
<b>Security</b>		
Security Supervisor	3	3
Security-Loading Dock	1	1
Security-Wanders	16	16
Security-Bag Checkers	16	16
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
Police SE Concourse (Roam)	0	2
Police Bowl Floor	0	2
Police Suite Level	0	2
	<b>79</b>	<b>95</b>

#### **IV. Parking/Traffic and Security Event Staffing Guidelines**

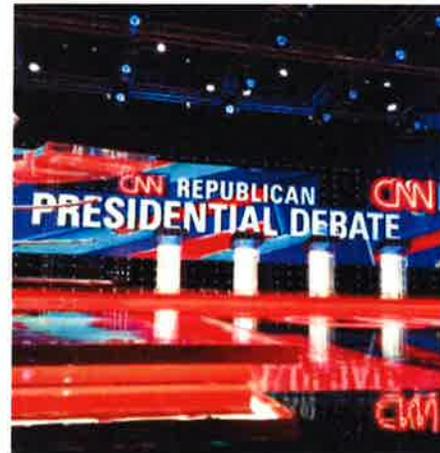
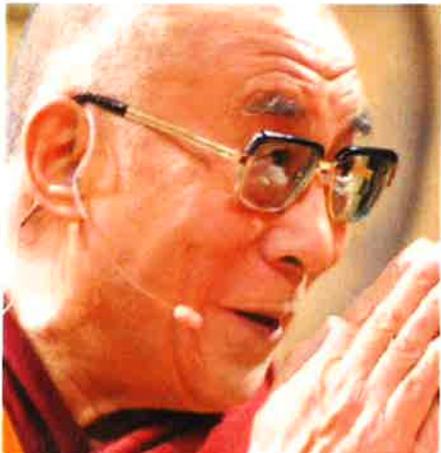
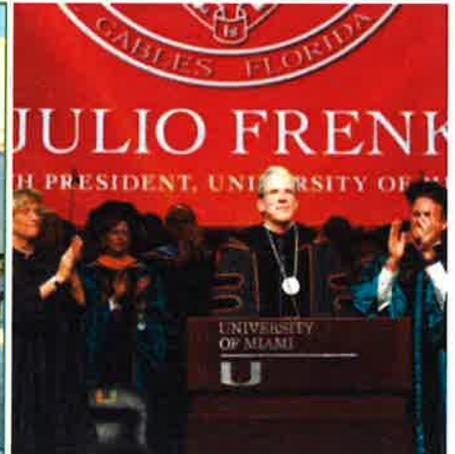
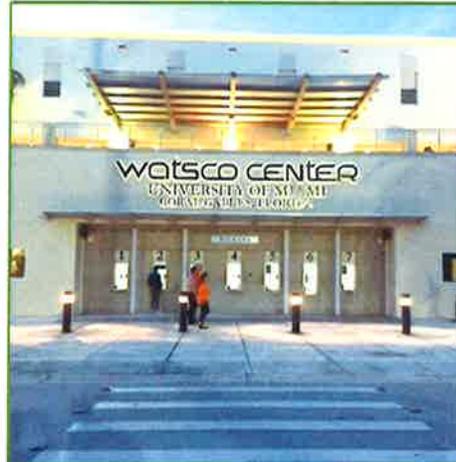
This section addresses parking/traffic and security outside the WCC.

Police are designated as part of the approved WCC Parking and Traffic Management Program. Staffing for all events is done in cooperative effort between CGPD, UMPD and WCC 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 WCC management. Coral Gables and UM traffic personnel who are released after the event start time will be redeployed to WCC interior to provide additional police assistance as necessary. Personnel who are redeployed to interior of WCC will return to traffic detail one hour prior to conclusion of WCC event consistent with closure of alcohol sales.

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 WCC approximately (1) one hour prior to the conclusion of the event when alcohol sales inside the WCC end.





Prepared by

**KS** KEITH & SCHNARS

Project No. 15121.28  
Certificate of Authorization #1337

# UNIVERSITY OF MIAMI WATSCO CENTER PARKING AND TRAFFIC MANAGEMENT PROGRAM

FINAL REPORT May 18, 2018 / Revised August 5, 2019

Prepared for:



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# UNIVERSITY OF MIAMI WATSCO CENTER PARKING AND TRAFFIC MANAGEMENT PROGRAM

FINAL REPORT MAY 18, 2018  
REVISED AUGUST 5, 2019

*Prepared for:*



*Prepared by*



**Certificate of Authorization #1337  
K&S Project 15121.28**

## Engineer's Certification:

I, Jose Luis Rodriguez, certify that I currently hold an active Professional Engineer's License in the State of Florida and I am competent through educational experience to provide engineering services in the civil and traffic engineering disciplines contained in this report. I further certify that this report was prepared by me or under my responsible charge as defined in Chapter 61G15-18.001 F.A.C. and that all statements, conclusions and recommendations made herein are true and correct to my knowledge and duty.

*Jose Luis Rodriguez*  
Jose Luis Rodriguez, P.E. 45596

Date: *August 5, 2019*

Professional Engineer, State of Florida License No. 45596



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# 1.0 INTRODUCTION

## 1.1 PURPOSE

This Parking and Traffic Management Program (PTMP) was prepared to ensure adequate, convenient, and efficient parking and traffic circulation for the Watsco Center at the Coral Gables campus of the University of Miami (UM). This program provides different options for event management based on the size, type of event and time of day during the academic year for implementation by UM. The PTMP also addresses parking management for concurrent events at the Watsco Center and at the Alex Rodriguez Park (Baseball Park) at Mark Light Field.<sup>1</sup>

Event size varies depending on event type. The types of events are generally categorized as academic/athletic (lectures, symposia, university graduations, basketball) or non-academic (trade shows, concerts, local high school graduations). Daytime is generally described to be from 8:00 AM to 4:00 PM and the academic calendar is defined when classes are in session.

Event parking and traffic management for the Watsco Center is provided by the Watsco Center management group in coordination with the University's Parking and Transportation Services (UMP&T), UM Police, and City of Coral Gables Police (collectively to in this report as Police).

## 1.2 BACKGROUND

The Watsco Center is a 200,000 square foot, 7,972 seat (maximum occupancy) multi-purpose sports and entertainment facility located on the UM, Coral Gables Campus (see **Figure 1-1**). The Watsco Center was originally named the University of Miami Convocation Center from 2003 to 2005. Between 2005 and 2016, it was known as the BankUnited Center.

Prior to the opening of the then named Convocation Center in 2003, a PTMP was developed.<sup>2</sup> That PTMP was originally developed in coordination with the City of Coral Gables (City) and was completed in March 2003.

---

<sup>1</sup> Formerly known as the "Mark Light Stadium".

<sup>2</sup> *University of Miami UM Convocation Center Parking and Management Program*, Jackson M. Ahlstadt, P.E. and Keith and Schnars, P. A., Revised March 2003.



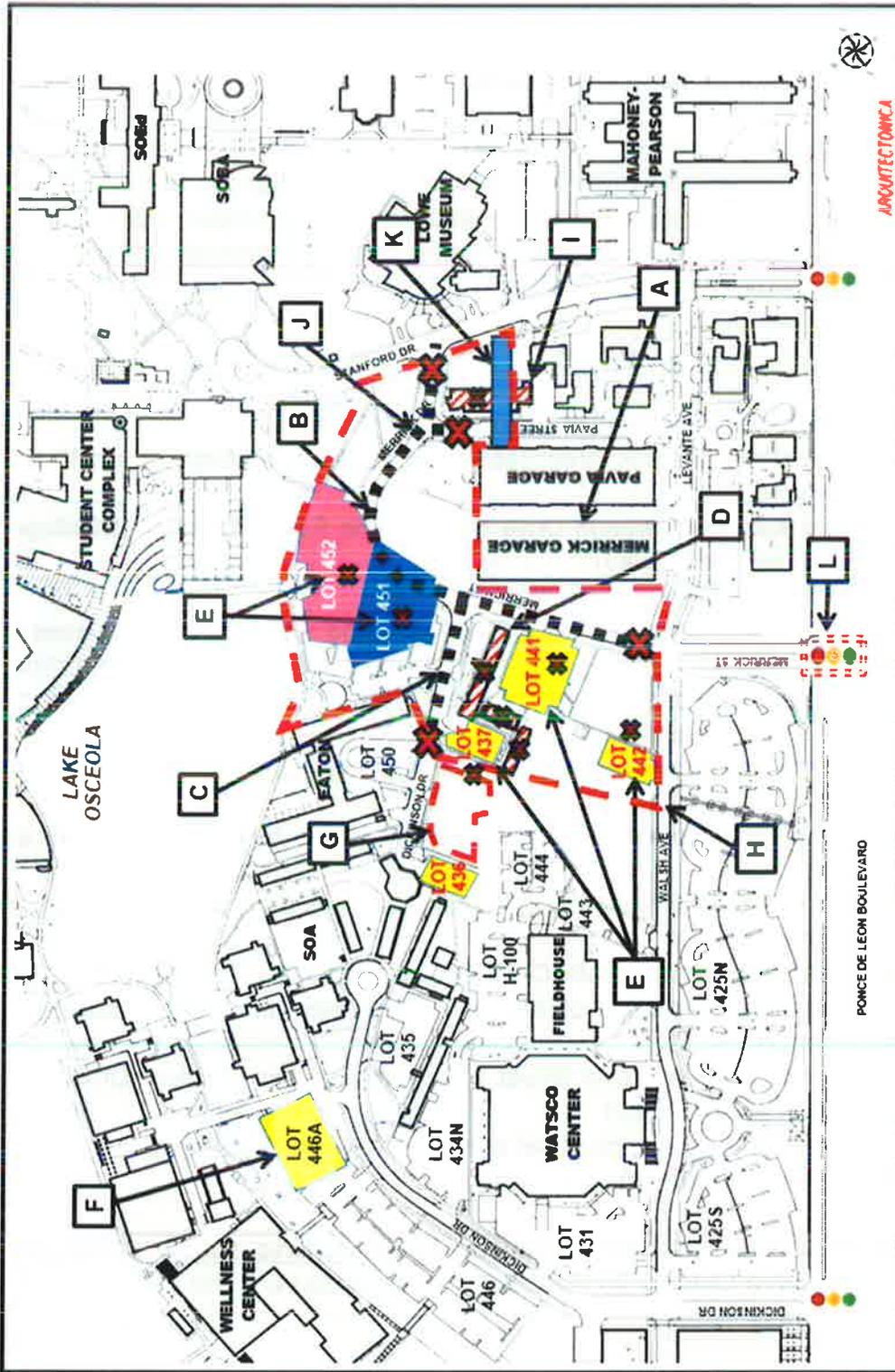
The 2003 PTMP was updated and received approval by the City in October 2016 to include parking and circulation changes south of Lake Osceola and the inclusion of The Lennar Foundation Medical Center (Lennar Center).

The current PTMP has been a successful plan for managing the parking and traffic for all events at the Watsco Center. However, current and planned changes to the campus south of Lake Osceola (with new construction and demolitions) impacts the parking supply and circulation, thus requiring an amendment to the City-approved October 2016 PTMP.

The primary changes are (see **Figure 1-2**):

- A. Merrick Garage was completed in Fall 2016;
- B. Permanent closure of Merrick Street between Walsh/Levante Avenues and Pavia Street (completed);
- C. Permanent closure of Dickinson Drive between the Eaton Residential College and Merrick Street (completed);
- D. Demolition of Rhodes House (completed);
- E. Removal of parking Lots 437, 441, 442, 452, and 451 (total 303 spaces - completed). Parking Lot 436 was temporarily removed during the construction of the Thomas P. Murphy Design Studio. Parking Lot 436 was reopened in March 2018 with a reduced capacity;
- F. Parking Lot 446A changed from resident parking only (BLUE zone) to universal parking (YELLOW zone - completed);
- G. Construction of the Thomas P. Murphy Design Studio building (completed in Spring 2018);
- H. Construction of the Student Housing Project with 1,115 beds and ancillary uses slated to open in Fall 2019;
- I. Proposed demolition of the Health Center Building (2019);
- J. Proposed permanent closure of Merrick Street between Pavia Street and Stanford Drive (2019);
- K. Proposed construction of Pavia Street Extension between Stanford Drive and Pavia Garage (Fall 2019); and
- L. Proposed new signal at Merrick Street and Ponce de Leon Boulevard (warranted and pending implementation).

As documented in **Section 4.0**, the on-campus **event parking supply difference** between the City approved October 2016 PTMP (4,483 spaces) and this update (4,415 spaces) **is 68 spaces less**.



FIGURE

1-2

Watsco Center Parking and Traffic Management Program

Current and Planned Changes



This PTMP was prepared to ensure adequate and convenient parking and satisfactory traffic management for all events at the Watsco Center including a concurrent event at the baseball park and extreme events.

The PTMP for the Watsco Center consists of the following four components:

1. An extensive data collection program completed for the City-approved October 2016 PTMP. This data was used to estimate parking demand rates for the various types of events. This amendment does not require additional data collection;
2. An estimate of the parking demand for various types of events. This component was prepared in the City-approved October 2016 PTMP and is still valid;
3. A parking plan which identifies the parking facilities to be used for the various combinations of events; and
4. A traffic management plan which identifies signage and traffic operations plans for the various event types.

### **1.3 OBJECTIVES**

The objectives of the PTMP are to:

- Estimate the parking requirement for the various event types at the Watsco Center;
- Identify parking areas suitable to serve the events (Parking Plan);
- Identify traffic management practices to be implemented (Traffic Management Plan); and
- Establish a Parking Management Program for the different events at the Watsco Center (Parking Plan).

### **1.4 CITY OF CORAL GABLES ORDINANCE NO. 2964**

The City's Ordinance No. 2964 (Section 2-22) sets forth certain limitations for concurrent events at the Watsco Center and the baseball park at Mark Light Stadium and daytime attendance at the Watsco Center during the academic year as follows:

*“Convocation activities shall be scheduled so as not to coincide with events at Mark Light Stadium. All convocation uses shall be reviewed and approved by the City Manager. Further, any activities scheduled at the Convocation center during academic year class days between the hours of 8:00 a.m. and 4:00 p.m. shall not attract more than 1,600 (one thousand and six hundred) spectators/visitors.”*

Parking demand (**Section 3.8**) for concurrent events at Watsco Center and the Baseball Park at the various attendance levels has been estimated and reflects that campus parking supply is sufficient (**Section 5.12**) to have concurrent events.

The 1,600-attendance threshold in the ordinance for non-academic attendees during daytime and the academic year was set in 2003 in relation to projected parking rates and parking supply at that time. Current parking rates and parking supply support a threshold of 1,175 attendees (**Section 5.7** and **Table 5-3**) for non-academic events during the academic year. Daytime academic events during the academic year are not limited since attendees are already on campus. This new threshold is also not applicable to non-academic events where external attendees are bussed in with City approval of a specific event parking and traffic plan.

## 1.5 METHODOLOGY

The PTMP was developed consistent with the Methodology Letter submitted to the City on July 18, 2014, as amended August 1, 2014 and as approved by the City on August 7, 2014 (see **Appendix A-1**). The methodology analysis steps are as follows:

- Data collection: No additional event traffic counts or parking accumulation data was conducted for this update. The data sources are the following reports:
  - *Convocation/Bank United Center Assessment of Proposed Seating Expansion*, Keith and Schnars, August 2010;
  - *2012 University of Miami Parking Impact Analysis Report (UMPIAR)*, Keith and Schnars. June 1, 2013, Revised January 15, 2014; and
  - *University of Miami Convocation Center Parking and Traffic Management Program*, Keith and Schnars, Final Report October 26, 2016;
- Parking demand from the aforementioned documents was used to calculate the parking rates for the various event types. The demand rates included a 95 percent efficiency factor. This information was prepared in the approved October 2016 PTMP and does not require revisions;
- Estimates were made of the number of parking spaces required to meet the demands of the Watsco Center event types:
  - This step included revisions to account for the change in background parking associated with or the removal of the resident parking Lot 451 (BLUE zone), the change of parking Lot 446A from resident parking only/blue zone to universal parking in the YELLOW zone, the removal of the YELLOW zone Lots 437, 441, 442, and the removal of the PINK zone Lot 452.

- The parking accumulation data collected on October 10, 2017 for the 2018 UMPIAR has been used to update the non-event background parking, and accounts for the parking resource changes mentioned above;
- The PTMP was updated to focus on various factors such as:
  - Parking garage arrival and discharge;
  - Traffic flow immediate to the Watsco Center and the baseball park;
  - Intersection traffic management;
  - Pedestrian movements and corridors;
  - Emergency vehicle access;
  - Parking supply and locations;
  - Parking locations for concurrent events with the baseball park; and
  - Signing and staffing plan.

The approved methodology and the extensive event data collected in the months of January through June 2016 for the City-approved October 2016 PTMP remains valid and no additional data collection is necessary.

## 1.6 CITY REVIEW AND APPROVAL

The updated Watsco PTMP report, dated May 18, 2018, was submitted to the City on June 1, 2018 for review and approval. The City's first round of comments, dated April 19, 2019, were received by UM and a response to comments, dated June 12, 2019, was prepared and delivered to the City. Subsequently, the City responded with its second round of comments dated July 8, 2019. The City determined that all of the review comments had been addressed and that a consolidated report incorporating the review comments should be prepared and provided to the City for the official record.

The City review letters and UM responses are provided in **Appendix A-2**.

## 1.7 RESOURCES

The principal resources used for the development of this report were the following:

- ***University of Miami UM Convocation Center Parking and Management Program***, Jackson M. Ahlstadt, P.E. and Keith and Schnars, P. A., January 2001, Revised March 2003;
- ***Convocation/Bank United Center Assessment of Proposed Seating Expansion***, Keith and Schnars, P. A., August 2010;
- ***Special Event and Non-Event Days Parking and Traffic Data Collection and Analysis, Spring 2013 Semester, Memorandum***, Keith and Schnars, P. A., April 29, 2013;

- **2012 University of Miami Parking Impact Analysis Report (UMPIAR)**, Keith and Schnars. P. A., June 1, 2013, Revised January 15, 2014;
- **University of Miami Convention Center Special Event and Non-Event Parking Data Collection, UM Coral Gables Campus**, Keith and Schnars, P. A., January-March 2016;
- **2016 UM Commencement and High School Graduation Parking Data Collection**, UM Campus Planning and Development Office, May-June 2016;
- **University of Miami Convocation Center Parking and Traffic Management Program, Final Report**, UM Campus Planning and Development Office, October 26, 2016;
- **The Lennar Foundation Medical Center Parking and Traffic Management Plan, VOLUME 1: DRAFT AMENDMENT 1 REPORT**, University of Miami, December 16, 2016;
- **Technical Memorandum: University of Miami Student Housing Project, Traffic Impact and Access Study**, UM Campus Facilities Design and Construction Office, March 28, 2017; and
- **2018 UMPIAR**, parking data collection program, October 10, 2017.

**[Remainder of page intentionally left blank]**

## 2.0 DATA COLLECTION AND PARKING RATES

### 2.1 INTRODUCTION

The objective of the data collection program is to collect parking accumulation data to estimate parking rates per attendee for various events at the Watsco Center<sup>1</sup> and the baseball park during the academic and non-academic year. The academic year is defined as the time when classes are in session during the Fall and Spring semesters between 8:00 AM and 4:00 PM, Monday through Friday. This amendment to the City-approved October 2016 PTMP does not require additional event data collection. The event data collected and parking rates developed for the City-approved October 2016 PTMP remain valid for this amendment.

The parking accumulation data was collected for various types of events and a non-event day at the parking resources which are typically used for Watsco Center and Baseball Park events. The data gathered on the non-event day establishes the typical campus parking accumulation (background) for comparison with the parking accumulations during Watsco Center and baseball park events. The primary means for assessing the parking rates is by calculating the difference in the parking accumulations between the non-event day and the event days adjusted with a 95 percent efficiency factor.

Data on the event days was collected for the period from at most two hours prior to the event start time up to three hours after the event start time. Data was collected for the following events:

- Weekday non-event day (academic year);
- Weekday non-event day (non-academic year);
- Daytime weekday event at Watsco Center (academic year);
- Basketball game at Watsco Center (academic year);
- Baseball game at the baseball park (academic year);
- Baseball game at the baseball park and concert event at Watsco Center (academic year);
- UM Commencement (non-academic year); and
- High school graduation (non-academic year).

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<sup>1</sup> Note: During the data collection period of January 2016 to June 2016, the Watsco Center was known as the BankUnited Center.

## 2.2 STUDY AREA

The study area (see **Figure 2-1a**) consists primarily of the parking facilities south of Lake Osceola proximate to the Watsco Center and the baseball park where specific event parking is provided and walking distances are reasonable. **Table 2-1** lists the parking facilities within the study area where parking accumulation data were collected during the events in 2016. The available parking inventory was adjusted to account for the temporary loss of spaces due to the construction of the Lennar Center<sup>2</sup> occurring at the time of the event data collection (January – June 2016) and changes in the number of spaces. There was a total of 4,270 available parking spaces in January 2016 within the study area in the City-approved October 2016 PTMP. The change in parking inventory as of October 2017 does not affect the established parking rates in the City-approved October 2016 PTMP.

The GREEN, YELLOW, PINK, and GREY zones are parking resources used by commuter students, faculty and staff by permit only on weekdays between 8:00 AM and 4:00 PM.<sup>3,4</sup> After 4:00 PM, the facilities are available to all users. The Metro North and Metro South lots are METRORAIL lots leased by UM and used by employees of the Gables One Tower located on the east side of US-1.<sup>5</sup> The BROWN zone consists of the Merrick Garage which was under construction at the time of the event data collection (January – June 2016).

Lot 450 (ORANGE zone) and various GREY zone lots (Lots 705, 705B, 705D, 702) are gated restricted use areas for UM staff and/or special permit holders. These lots were excluded from the study area. The BLUE zone Lots 446A and 451 were excluded in the City-approved October 2016 PTMP since these were restricted to resident students and are enforced 24 hours/7 days a week.

In the Fall of 2016, the Merrick Garage was opened and the Ponce de Leon Garage was transferred to the Lennar Center. The Ponce de Leon Garage may be used for events after 5:00 PM on weekdays and anytime on weekends and holidays.

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<sup>2</sup> The Lennar Foundation Health Center initiated operations in Fall 2016.

<sup>3</sup> The University of Miami assigns parking spaces to students, faculty and staff based on a color coded system: BLUE, GREEN, GREY, ORANGE, PINK, PURPLE, RED, WHITE, YELLOW, BROWN, and BURGUNDY (Lot 42 since Fall 2016). The PURPLE and RED parking facilities are located north of Lake Osceola. The BLUE and ORANGE lots are restricted lots and are found throughout the campus. PURPLE lots are enforced from 8:00 AM to 6:00 PM. All other non-restricted lots are enforced from 8:00 AM to 4:00 PM.

<sup>4</sup> Prior to Fall 2016, the Ponce de Leon Garage had been designated as a GREEN zone facility. After Fall 2016, the Ponce de Leon Garage was designated for the exclusive use of The Lennar Center until 5:00 PM.

<sup>5</sup> The lots are restricted to UM Gables One employees until 4:00 PM on weekdays. The lots are open to the public (free) after 4:00 PM on weekdays and 24-hours on weekends and holidays.



**FIGURE 2-1a**

**Event Study Area - January through June 2016**

Watsco Center Parking and Traffic Management Program

UNIVERSITY OF MIAMI KEITH & SCHNARS

**Table 2-1  
Event Parking Accumulation Data Collection  
January 2016 through June 2016**

Facility ID	Facility Name	Parking Zone Color Code (1)	Capacity (2)	Area Totals	Survey Period Adjustments due to Construction or Other Factors (3)	Adjusted Survey Parking Capacity	Basis for Adjustment
42	CG Municipal 42	GREEN (4)	182			182	
43	CG Municipal 43	GREEN (4)	51			51	
608	Ponce de Leon Garage	GREEN (5)	1,040		-32	1,008	Police spaces + Field
<b>SUBTOTAL GREEN</b>				<b>1,273</b>		<b>1,241</b>	
307	Canterbury Day Care/ Writing Center	PINK	40		30	70	New parking added
320	Pavia Garage	PINK	869			869	
452	Eaton Residential College	PINK	87		-5	82	
<b>SUBTOTAL PINK</b>				<b>996</b>		<b>1,021</b>	
425N	Serpentine North	YELLOW	454		-4	450	Construction equipment
425S	Serpentine South	YELLOW	143		-2	141	Field Inventory Survey
431	WATSCO Center VIP Lot	YELLOW	68			68	
434N	WATSCO Center North Lot	YELLOW	82		2	84	Field Inventory Survey
435	Pentland/La Gorce House	YELLOW	48		2	50	Field Inventory Survey
436	Old Foster House	YELLOW	14			14	
437	Rhode House	YELLOW	19			19	
441	Rhode House	YELLOW	56			56	
442	Old Railey/ Smith Houses	YELLOW	24		-1	23	Field Inventory Survey
443	Old Allen/ Smith Houses	YELLOW	35		-1	34	Field Inventory Survey
444	Old Allen/ Smith Houses	YELLOW	40		-2	38	Field Inventory Survey
446	Herbert Wellness Center	YELLOW	169		-57	112	Construction Area
H100 (433)	Hurricane 100 Lot (Special Events)	NONE	95			95	Also reserved for special events. Assume YELLOW Zone for analysis.
<b>SUBTOTAL YELLOW</b>				<b>1,227</b>		<b>1,164</b>	
601 & 604	Sports Complex	GREY	105		1	106	Field Inventory Survey
701	McKnight Building	GREY	35		-6	29	Field Inventory Survey
711 & 714	Orovitz North/Founders Hall	GREY	204		-2	202	Field Inventory Survey
715	Studio Arts	GREY	80		8	88	Field Inventory Survey
716	Brescia	GREY	66		1	67	Field Inventory Survey
717 & 718	Cuban Am. Studies/Pick	GREY	44			44	
721	Liguria	GREY	84		-2	82	Field Inventory Survey
<b>SUBTOTAL GREY</b>				<b>618</b>		<b>618</b>	
Metro North	Metro North	Glades 1	130			130	
Metro South	Metro South	Glades 2	35		61	96	Field Inventory Survey
<b>SUBTOTAL METRO</b>				<b>165</b>		<b>226</b>	
<b>TOTAL STUDY AREA PARKING FACILITY CAPACITY =</b>						<b>4,270</b>	

Notes:

- (1) UM Parking and Transportation Service parking management system in effect during the study period: January through June 2016.
- (2) Basic parking inventory provided by UM Parking and Transportation Services. Inventory updated January 21, 2015.
- (3) Based on field inventory and observations in January 2016.
- (4) Lots 42 and 43 re-designated from GREEN to new code BURGUNDY since Fall 2016.
- (5) Since December 2016, Ponce B18:J47de Leon Garage may be used for WATSCO Center events after 5:00 PM on weekdays and anytime on weekends and holidays.

Parking Lots 42 and 43 were re-designated from GREEN to BURGUNDY since the fall of 2016. In the summer of 2017, Lots 437, 441, 442, 451 and 452 were removed to accommodate the footprint of the Housing Project and Lot 446A was designated as a YELLOW zone lot.

The parking accumulation data collected on October 10, 2017 (7:00 AM to 7:00 PM) for the 2018 UMPIAR has been used for the non-event day background during the academic year (**Figure 2-1b**) in order to account for the parking resource modifications. The background parking for Metro North and Metro South parking lots from the City-approved October 2016 PTMP is still valid since data from these areas is not used for the UMPIAR.

The UM commencements and High School graduations occur during the non-academic year and; therefore, the background from the previously City-approved October 2016 PTMP remains valid.

## **2.3 NON-EVENT WEEKDAY (ACADEMIC YEAR) BACKGROUND**

The information gathered on the non-event weekdays serves to establish the typical background parking accumulations within the study area for comparison with the special event days.

### 2.3.1 Non-Event Daytime

The non-event daytime parking accumulation data was collected on October 10, 2017 for the 2018 UMPIAR from 7:00 AM to 7:00 PM at the parking facilities illustrated in **Figure 2-2**. The primary parking areas were all of the YELLOW, PINK, BROWN, WHITE and Mahoney-Pearson Garage facilities. The available parking supply was 3,797 spaces. The highest morning accumulation occurred at 11:00 AM with 2,819 parked vehicles representing an occupancy of 74.2 percent of the available parking. The parking accumulation data for the non-event daytime period is provided in **Appendix B, Table B-1**.

### 2.3.2 Non-Event Evening

The non-event evening parking accumulation was collected on October 10, 2017. The parking accumulation was collected from 7:00 AM to 7:00 PM at the parking facilities illustrated in **Figure 2-1b**. The primary parking areas selected were the YELLOW, PINK, BROWN, WHITE, GREY, and BURGUNDY zones. The available parking supply was 5,445 spaces. The parking accumulation at 6:00 PM (corresponding to one hour before the typical Watsco Center evening event start time) was 2,199 spaces representing an occupancy of 40.4 percent of the available parking. The parking accumulation data for the non-event evening period is provided in **Appendix B, Table B-2**.

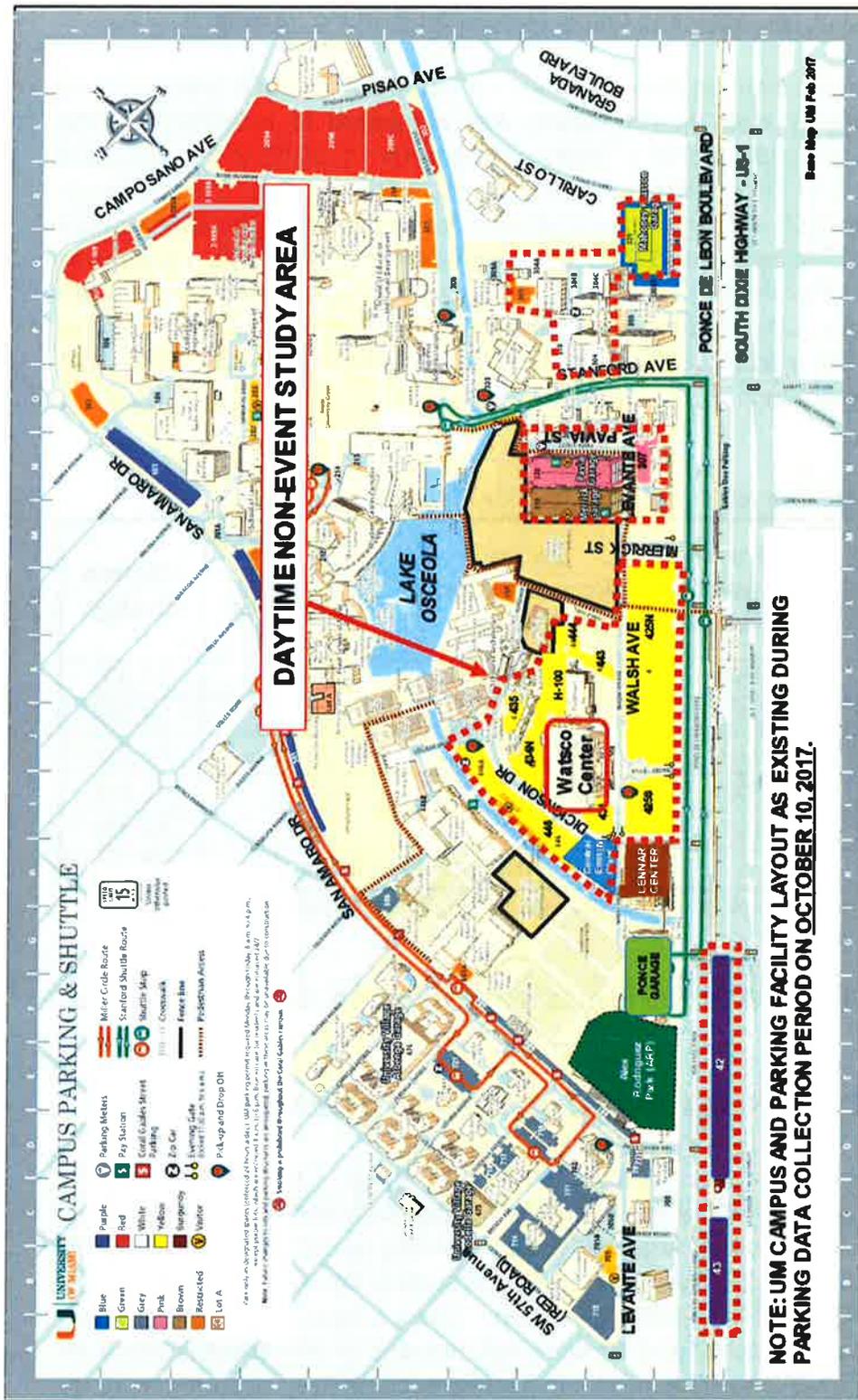


**Watsco Center Parking and Traffic Management Program**

**Non-Event Study Area - October 2017**

**FIGURE 2-1b**





**FIGURE 2-2**

**Daytime Non-Event Parking Study Area**

Watsco Center Parking and Traffic Management Program

UNIVERSITY OF MIAMI KEITH & SCHNARS

### 2.3.3 Comparison of Thursday and Friday Non-Event Evening Parking

The original non-event evening data collection on February 18, 2016 conducted on an academic weekday evening (Thursday) was compared to a limited parking accumulation survey conducted on a Friday night (March 18, 2016) in the YELLOW zones not impacted by the baseball game occurring on that evening. This five-hour survey (4:00 PM to 9:00 PM) was conducted in order to determine the comparative difference between Thursday and Friday non-event parking. The results, provided in **Table 2-2**, indicate that there is an average difference of 42.7 percent between the Thursday and Friday non-event evening parking accumulations. The differences in parking accumulation is attributed to the reduced scheduling of evening classes and reduced stay by commuters.

**Table 2-2**  
**Parking Accumulation on Non-Event Evenings**

<b>Time Period</b>	<b>Thursday Accumulation (non-event)</b>	<b>Friday Accumulation (non-event)</b>	<b>Accumulation Difference, Thursday vs Friday</b>	<b>Percent Change</b>
4:00 - 5:00 PM	758	477	281	37.1%
5:00 - 6:00 PM	675	415	260	38.5%
6:00 - 7:00 PM	619	353	266	43.0%
7:00 - 8:00 PM	502	291	211	42.0%
8:00 - 9:00 PM	490	230	260	53.1%
Average Percent Change =				<b>42.7%</b>

Source: Special 5-hour survey of YELLOW Zone parking facilities on March 18, 2016 (see **Appendix C**)

The non-event parking data for February 18, 2016 and March 18, 2016 are provided in **Appendix C**.

## 2.4 DAYTIME WEEKDAY EVENT AT WATSCO CENTER

Parking accumulation data was collected for the 15<sup>th</sup> Annual United Way Women's Leadership Breakfast as the daytime event during the academic year for this study. The event was on Wednesday, January 20, 2016 starting at 8:00 AM through 10:00 AM and attended by 968 persons. The parking accumulation data was collected at the YELLOW and GREEN zone parking facilities. The available parking supply was 2,172 parking spaces (Lots 42 and 43 were not included in this analysis since no event visitor used these lots). The maximum parking accumulation occurred at 10:00

AM with 2,215 parked vehicles representing an occupancy of 102 percent of the available parking.

The parking rate has been estimated as 0.833 parking spaces per attendee<sup>6</sup> (including the 95 percent efficiency factor) or 1.20 attendees per space. It is noted that the United Way event is a non-typical daytime academic year event. The Watsco Center management group has indicated that typical daytime events have higher vehicle occupancies (lower parking demand). The parking accumulation data for the United Way event (YELLOW and GREEN zones) as well as the parking rate calculations are included in **Appendix D**.

## 2.5 BASKETBALL GAME AT WATSCO CENTER

Parking accumulation data was collected for the basketball game between the University of Miami Hurricanes and Duke University Blue Devils. The event was on Monday, January 25, 2016 with opening tip-off at 7:00 PM. The basketball game was attended by 7,012 persons, 1,300 of which were students.

The parking accumulation data was collected at all of the YELLOW, PINK and GREEN zones, as well as, some GREY zone parking areas (Lots 601, 604, and 701), as shown in **Figure 2-3**. The available parking supply was 3,787 parking spaces and the maximum parking accumulation occurred at 7:30 PM with 3,898 vehicles parked representing an occupancy of 103 percent of the available parking. The parking rate has been estimated as 0.404 parking spaces per attendee (including the 95 percent efficiency factor) or 2.48 attendees per space. The parking accumulation data for the basketball study area and the parking rate calculations are included in **Appendix E**.

The Duke University Basketball game is usually the highest attended basketball game at the Watsco Center. The following are the attendance and parking rates recorded at the three home games against Duke since 2010:

- UM versus Duke University, February 17, 2010;<sup>7</sup>
  - 5,568 attendees (19% students);
  - 69.8% Watsco Center capacity of 7,972 seats; and
  - Parking rate = 0.363 parking space per attendee.

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<sup>6</sup> A 95% efficiency factor was applied to the demand parking ratio (0.791/0.95) to calculate the parking rate of 0.833 spaces per attendee.

<sup>7</sup> Source: *Convocation/Bank United Center Assessment of Proposed Seating Expansion*, Keith and Schnars, P.A., August 2010.



FIGURE

2-3

Watsco Center Parking and Traffic Management Program

# Basketball Game Event Parking Study Area



- UM versus Duke University, January 23, 2013;<sup>8</sup>
  - 7,613 attendees (15% students);
  - 95.5% Watsco Center capacity; and
  - Parking rate = 0.295 spaces per attendee.
- UM versus Duke University, January 25, 2016;<sup>9</sup>
  - 7,012 attendees (19% students);
  - 88.0% Watsco Center capacity; and
  - Parking rate = 0.404 spaces per attendee.

Based on these three major games, the average basketball parking rate is 0.354 (including the 95 percent efficiency factor) or 2.82 attendees per space.

## 2.6 BASEBALL GAME AT ALEX RODRIGUEZ PARK AT MARK LIGHT FIELD

Parking accumulation data was collected for the baseball game between the University of Miami Hurricanes and University of Louisville Cardinals. The event was on Friday, March 18, 2016, starting at 7:00 PM. The baseball game was attended by 2,905 persons of which approximately 6 percent were students. There was no Watsco Center or other significant UM campus event on-going on the night of the baseball parking accumulation data collection.

The parking accumulation data was collected at all of the GREEN and GREY zone study area facilities and YELLOW zone Lots 425N and 425S, as shown in **Figure 2-4**. Using the factors summarized in **Table 2-2**, the Thursday evening non-event parking accumulation data was adjusted to reflect Friday evening non-event parking conditions to assess background parking conditions.

The available parking supply was 2,450 parking spaces and the maximum parking accumulation occurred at 7:00 PM with 1,322 vehicles parked representing an occupancy of 54 percent of the available parking. The parking rate has been estimated as 0.318 parking spaces per attendee (including the 95 percent efficiency factor) or 3.14 attendees per space. The parking accumulation data for the baseball study area and the parking rate calculations are included in **Appendix F**.

<sup>8</sup> Source: *Special Event and Non-Event Days Parking and Traffic Data Collection and Analysis*, Keith and Schnars, P.A., April 29, 2013. This was the highest attended basketball game at Watsco Center during the 2012-2013 season.

<sup>9</sup> This was the highest attended basketball game at Watsco Center during the 2015-2016 season.



## 2.7 CONCERT EVENT AT WATSCO CENTER

Parking accumulation data was collected for a Watsco Center concert on Friday, February 26, 2016. The event was the Freestyle Explosion Concert which started at approximately 7:30 PM. The concert was attended by 2,170 persons. Concurrent with the Watsco Center event that night was a baseball game: University of Miami Hurricanes versus University of Florida Gators. The game started at approximately 7:00 PM and had an attendance of 4,147 persons of which 9 percent were students.

Parking accumulation data for the concurrent events was collected at all of the YELLOW, GREEN, PINK, and GREY facilities, as shown in **Figure 2-5**. The available parking supply was 4,044 parking spaces and the maximum parking accumulation occurred at 8:00 PM with 2,904 vehicles parked.

The Thursday evening non-event parking data was adjusted to reflect Friday evening non-event parking conditions based on the factors presented in **Table 2-2**.

The parking rate for the concert event was determined by segregating the baseball and concert parking data as per the procedure presented in **Table 2-3**. The parking rate has been estimated as 0.485 parking spaces per attendee (including the 95 percent efficiency factor) or 2.06 attendees per space.

The parking accumulation data for the baseball plus concert study area, as well as, the parking rate calculations are included in **Appendix G**.

**Table 2-3  
Concert Parking Rate Determination**

a.	Apply March 18 Baseball parking rate to Florida Game (Feb 26)	0.302
b.	Florida Game attendees	4,147
c.	Estimated Florida Game occupied spaces (a x b)	1,252
d.	Net maximum spaces occupied concurrent events (Feb 26)	2,253
e.	Net estimated occupied spaces for Concert (d - c) =	1,001
f.	Number of Concert Attendees =	2,170
g.	Net Event Spaces Occupied/Attendee (e/f) =	<b>0.461</b>
h.	Parking Rate (Occupied/Attendee) adjusted with a 95% efficiency factor =	<b>0.485</b>



## 2.8 UNIVERSITY COMMENCEMENTS

Parking accumulation data for UM commencements was collected on Friday, May 6, 2016 during the non-academic year. There were three commencement events with an average attendance of 5,003 persons:

- Morning Commencement – 8:30 AM with 5,649 attendees;
- Mid-day Commencement -- 2:00 PM with 4,614 attendees; and
- Evening Commencement – 5:00 PM with 4,747 attendees.

The parking facilities used in the UM commencement study area are shown in **Figure 2-6**. The available parking supply was 3,005 spaces during the UM commencement day (see **Appendix H**).

Parking accumulation data was also collected on Thursday, May 19, 2016 to serve as the non-event day. The count periods for the non-event days were limited to 9:15 AM (848 vehicles parked), 3:00 PM (891 vehicles parked), and 5:00 PM (580 vehicles parked) (see **Appendix H**).

The average commencement event parking occupancy was 72.8 percent of the available parking. The parking accumulation data for the UM commencement and the parking rate calculations are included in **Appendix H**.

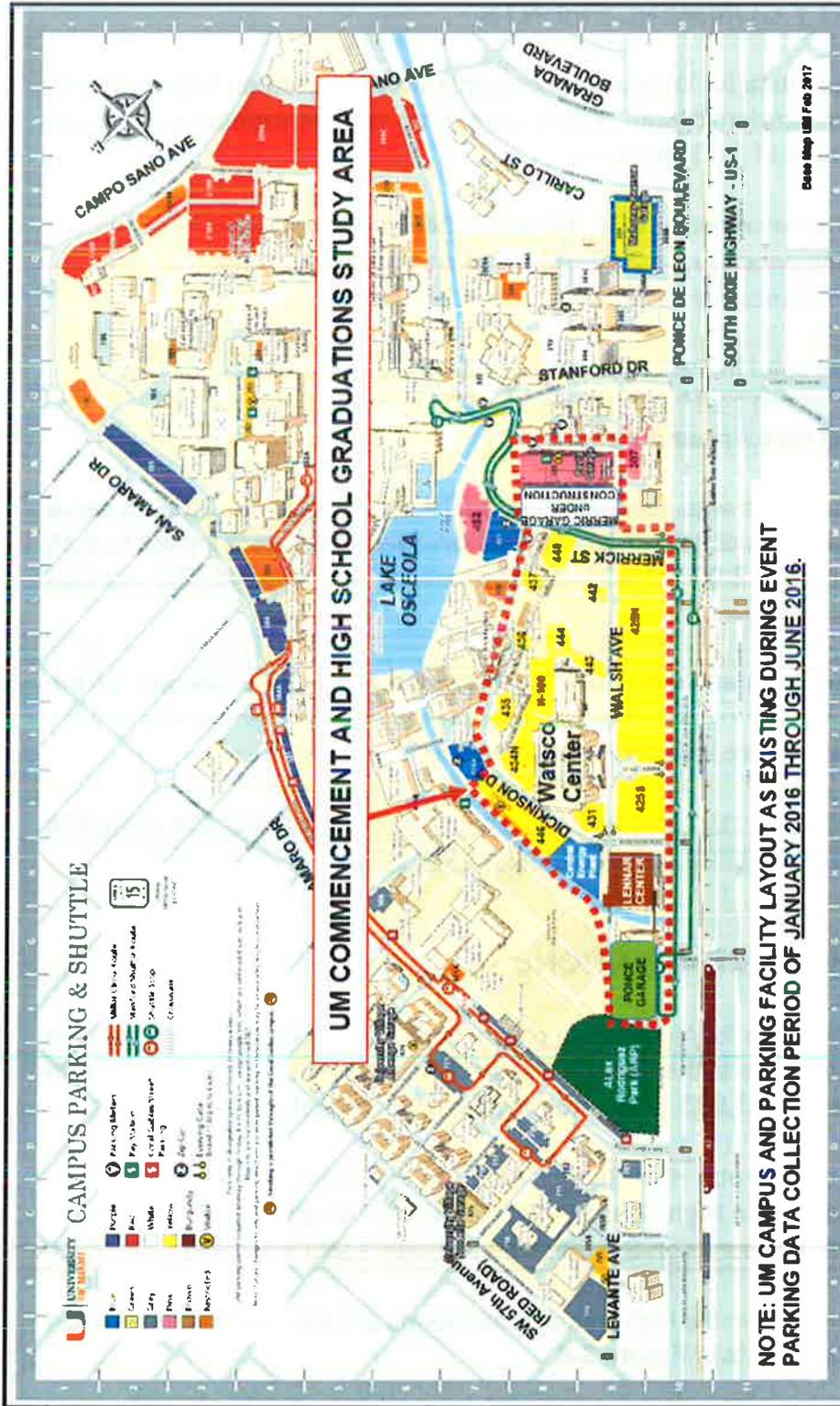
The parking rate has been estimated as 0.297 parking spaces per attendee (including the 95 percent efficiency factor) or 3.37 attendees per space.

## 2.9 HIGH SCHOOL GRADUATIONS

Parking accumulation data for high school graduations were collected for three high school graduation activities at the Watsco Center during the non-academic year with an average attendance of 3,923. The three high school graduation events were:

- June 2, 2016, Palmetto High School, 8:30 AM with 4,041 attendees;
- June 6, 2016, Killian High School, 8:30 AM with 3,749 attendees; and
- June 6, 2016, Hialeah High School, 1:00 PM with 3,980 attendees.

The parking facilities used in the high school graduations are the same as those used for the UM commencements in **Figure 2-6**.



FIGURE

2-6

**UM Commencements and High School Graduations Parking Study Area**

Watsco Center Parking and Traffic Management Program



Parking accumulation data was also collected on Thursday, May 19, 2016 to serve as the non-event day. The count periods for the non-event days were limited to 9:15 AM (848 vehicles parked), 3:00 PM (891 vehicles parked), and 5:00 PM (580 vehicles parked) (see **Appendix I**).

The average event parking occupancy was 71.3 percent of the available parking. The parking accumulation data for the high school graduations and the parking rate calculations are included in **Appendix I**.

The parking rate has been estimated as 0.343 parking spaces per attendee (including the 95 percent efficiency factor) or 2.92 attendees per space.

## 2.10 SUMMARY OF PARKING RATES

A summary of the parking rates developed in the City-approved October 2016 PTMP for each type of event at the Watsco Center and the baseball park is presented in **Table 2-4**. These parking rates remain valid for this amendment.

**Table 2-4**  
**Summary of Watsco Center/Baseball Park Event Parking Rates**

<b>Event</b>	<b>Parking Rate (Spaces per Attendee) *</b>	<b>Persons per Parking Space</b>
Watsco Center Daytime	0.833	1.20
Watsco Center Basketball	0.354	2.82
Baseball Park	0.318	3.14
Watsco Center Evening Concert	0.485	2.06
Watsco Center UM Commencements	0.297	3.37
Watsco Center High School Graduations	0.343	2.92

\* Parking rates include the 95 percent efficiency factor.

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## 3.0 PARKING DEMAND

### 3.1 INTRODUCTION

Consistent with the approved methodology, parking demand has been estimated for the following scenarios:

- Non-Event Watsco Center Use;
- Daytime Weekday Events (during the academic year, the attendance is limited to 1,600 attendees as set forth in the UMCAD);
- UM Commencements and High School Graduations (non-academic year);
- Minor Type C Evening Weekday Events (less than 2,000 attendees);
- Typical Type B Evening Weekday Events (between 2,000 and 6,000 attendees);
- Maximum Type A Evening Weekday Events (More than 6,000 attendees); and
- Concurrent events at Watsco Center and the baseball park.

**Table 3-1** presents the parking demand for the events based on the parking rates derived in the previous chapter. The parking demand for the various events estimated in the City approved October 2016 PTMP remain valid and no revisions are necessary.

### 3.2 BACKGROUND DEMAND

The background or base parking demand was determined from the non-event parking accumulation data collected as follows:

- Evening Watsco Center and baseball: October 10, 2017 (**Appendix B**);
- Daytime Watsco Center: October 10, 2017 (**Appendix B**);
- UM commencement and High School graduation: May 19, 2016 (**Appendices H and I**); and
- Metro North and South parking lots: February 18, 2016 (**Appendix C**).

Parking utilization is lower on Fridays due to fewer scheduled classes yielding a lower on-site student population. Based on the field data collection and observations as part of the City-approved October 2016 PTMP, it was found that the background (non-event) parking accumulation on Friday evenings (between 4:00 PM and 9:00 PM) is on average 42.7 percent less than Thursday evening accumulations (see **Table 2-2**).

The background parking utilization is even lower on weekends and; therefore, there are sufficient parking spaces available for any weekend Watsco Center events. However, the management plans for weekdays and weekends will be the same since the event demand is not anticipated to be different.

**Table 3-1** presents the background parking for each event type and parking facility. This background demand was applied to the event demands to determine the parking requirements for each event scenario (see **Chapter 5**). A detailed breakdown of the background demand by facility and event is presented in **Appendix J**.

### **3.3 NON-EVENT WATSCO CENTER USE PARKING DEMAND**

On non-event days, the Watsco Center functions as part of the UM campus. Employees and athletes at the Watsco Center are part of the UM community and purchase parking permits through UM's parking management program. The campus parking accumulation south of Lake Osceola was 76.0 percent based on the parking accumulation data collected on October 10, 2017 (Tuesday).<sup>1</sup>

### **3.4 DAYTIME WATSCO CENTER WEEKDAY EVENTS PARKING DEMAND**

UM often hosts a variety of small events such as academic conventions, seminars, festivals, daytime breakfast and luncheons, etc. during the academic year. These do not require major parking control efforts other than designating parking areas for events attendees.

**Table 3-2** presents the parking demand for a daytime Watsco Center event. A summary of the demand for various activity levels (attendees) is presented below:

- 100 persons is estimated to be 83 spaces;
- 250 persons is estimated to be 208 spaces;
- 500 persons is estimated to be 417 spaces;
- 750 persons is estimated to be 625 spaces;
- 1,000 persons is estimated to be 833 spaces;
- 1,200 persons is estimated to be 1,000 spaces; and
- 1,600 persons is estimated to be 1,333 spaces.

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<sup>1</sup> Source: 2018 University of Miami Parking Impact Analysis Report (2018 UMPIAR), Final Report, August 9, 2019, as approved by City of Coral Gables.

**Table 3-1  
UM Non-Event Background Parking Demand**

Daytime Event	Weekday Evening Basketball 6:00 PM (1)	Evening Concert (Monday-Thursday) 6:00 PM (1)	Evening Concert (Friday) 6:00 PM (1) (2)	UM Commencement (3:00 PM) (3)	High School Graduation (3:00 PM) (3)	UM Commencement (5:00 PM) (3)	High School Graduation (5:00 PM) (3)
<b>TYPE A</b>							
N/A	Y/PK/BW/PG/G/ M/GN	Y/PK/BW/PG/G/ WH/M/GN	Y/PK/BW/PG/G/ WH/M/GN	Y/PK/BW/IGN	Y/PK/BW/IGN	Y/PK/BW/PG	Y/PK/BW/PG
N/A	1,692	2,170	1,243	1,105	1,105	780	780
<b>TYPE B</b>							
N/A	Y/PK/BW/PG	Y/PK/BW/PG/G/ M/GN	Y/PK/BW/PG	Y/PK/BW/IGN	Y/PK/BW/IGN	Y/PK/BW	Y/PK/BW
N/A	1,463	1,692	970	1,105	1,105	780	780
<b>TYPE C</b>							
Y/PK/BW/WH	Y/PK/BW	Y/PK/BW	Y/PK/BW	Y/PK/BW	Y/PK/BW	Y/PK/BW	Y/PK/BW
2,819	1,463	1,463	838	1,080	1,080	780	780

**Notes:**

- (1) Non-Event Evening, October 10, 2017. Metro North and South, February 18, 2016.
- (2) Adjusted for Friday Evening Non-Event Parking at 57.3% at 6:00 PM (see Table 2-2).
- (3) May 19, 2016. Source: University of Miami Planning Office.

**Legend:**

- Y = Yellow Zone
- PK = Pink Zone
- BW = Brown Zone
- PG = Ponce Garage
- G = Gray Zone
- WH = White/Blue/Green Zone
- M = Metro North
- GN = Green Zone (Burgandy in 2017)

**Table 3-2  
Events Parking Demand**

Event Type	Attendance	Parking Rates (Space per Attendee) and Parking Demand (Parking Spaces)					
		Daytime Event	Evening Basketball	Evening Concert	Evening Baseball	UM Commencement	High School Graduation
		0.833	0.354	0.485	0.318	0.297	0.343
<b>TYPE A EVENT: Greater than 6,000 Attendees</b>							
→ <b>Maximum Watsco Center Capacity</b>	7,972		2,822	3,866		2,368	2,734
	7,500		2,655	3,638		2,228	2,573
	7,000		2,478	3,395		2,079	2,401
	6,500		2,301	3,153		1,931	2,230
	6,300		2,230	3,056		1,871	2,161
	6,200		2,195	3,007		1,841	2,127
	6,100		2,159	2,959		1,812	2,092
	6,000		2,124	2,910		1,782	2,058
<b>TYPE B EVENT: Between 2,000 and 6,000 Attendees</b>							
→ <b>Maximum Baseball Capacity</b>	6,000		2,124	2,910		1,782	2,058
	5,000		1,770	2,425		1,485	1,715
	4,999		1,770	2,425	1,590	1,485	1,715
	4,000		1,416	1,940	1,272	1,188	1,372
	3,000		1,062	1,455	954	891	1,029
	2,000		708	970	636	594	686
	2,000		708	970	636	594	686
<b>TYPE C EVENT: Less than 2,000 Attendees</b>							
→ <b>Maximum Allowable Daytime Attendance Academic Year</b>	2,000		708	970	636	594	686
	1,900		673	922	604	564	652
	1,800		637	873	572	535	617
	1,700		602	825	541	505	583
	1,600	1,333	566	776	509	475	549
	1,500	1,250	531	728	477	446	515
	1,400	1,166	496	679	445	416	480
	1,300	1,083	460	631	413	386	446
	1,200	1,000	425	582	382	356	412
	1,100	916	389	534	350	327	377
	1,000	833	354	485	318	297	343
	750	625	266	364	239	223	257
	500	417	177	243	159	149	172
250	208	89	121	80	74	86	
100	83	35	49	32	30	34	

### **3.5 UM COMMENCEMENTS AND HIGH SCHOOL GRADUATIONS PARKING DEMAND**

The UM Commencements and High School graduations take place during the non-academic year. **Table 3-2** presents the Type A, B, and C parking demand for these types of events. A summary of the parking demand by event type is presented below:

Type C at the maximum 2,000 attendee level:

- 594 for UM Commencements; and
- 686 for High School graduations.

Type B at the maximum 6,000 attendee level:

- 1,782 for UM Commencements; and
- 2,058 for High School graduations.

Type A at the maximum 7,972 attendee level:

- 2,368 for UM Commencements; and
- 2,734 for High School graduations.

### **3.6 MINOR TYPE C WATSCO CENTER WEEKDAY EVENING EVENTS PARKING DEMAND**

Minor Type C Watsco Center weekday evening events have a 2,000 maximum attendee level. **Table 3-2** presents the parking demand for various events and attendance levels. The maximum parking demand for concerts, basketball games, and baseball games within this category is presented below:

- 970 spaces for concerts; and
- 708 spaces for basketball games.

### **3.7 TYPICAL TYPE B WATSCO CENTER WEEKDAY EVENING EVENTS PARKING DEMAND**

Typical Type B Watsco Center weekday evening events have attendance levels from 2,000 to a maximum of 6,000 persons. **Table 3-2** presents the parking demand for various events and attendance levels. The maximum parking demand for concerts, basketball games, and baseball games within this category is presented below:

- 2,910 spaces for concerts; and
- 2,124 spaces for basketball games.

### 3.8 MAXIMUM TYPE A WATSCO CENTER WEEKDAY EVENING EVENTS PARKING DEMAND

Maximum Type A Watsco Center weekday evening events have attendance levels from 6,000 to the maximum seating capacity of 7,972 persons. **Table 3-2** presents the parking demand for various events and attendance levels. The maximum parking demand for concerts and basketball games within this category is presented below:

- 3,866 spaces for concerts;
- 2,822 spaces for basketball games;

### 3.9 CONCURRENT EVENTS PARKING DEMAND

The parking demand for concurrent events at the Watsco Center and the baseball park, after 5:00 PM, has been estimated for typical concurrent events (Watsco Center sports/concerts and baseball games) and various attendance combinations. **Table 3-3** presents the estimated parking demand for concurrent baseball and basketball games.

**Table 3-4** presents the estimated parking demand for concurrent baseball and concert (Watsco Center) events. These tables help to determine the parking demand with respect to the scale of the events and parking capacity.

The following are sample applications of **Tables 3-3** and **3-4**:

- **Table 3-3:** If there is a scheduled evening basketball game with an anticipated attendance of 5,000 (horizontal axis) and a baseball game with an anticipated attendance of 4,000 (vertical axis), the expected combined parking demand is 3,042 parking spaces; and
- **Table 3-4:** If there is a scheduled evening concert at the Watsco Center with an anticipated attendance of 5,000 (horizontal axis) and a baseball game with an anticipated attendance of 4,000 (vertical axis), the expected combined parking demand is 3,697 parking spaces.

### 3.10 NON-TYPICAL EVENTS ATTENDANCE

Non-typical events are those for which parking resources adjacent to the Watsco Center will not be available due to strict security measures. The following extreme events have been hosted at the Watsco Center in recent years:

**Table 3-3  
Concurrent Baseball and Basketball Parking Demand**

Attendance		Baseball								
		1,000	1,500	2,000	2,500	3,000	3,500	4,000	4,500	4,999
<b>Basketball</b>	<b>1,000</b>	672	831	990	1,149	1,308	1,467	1,626	1,785	1,944
	<b>1,500</b>	849	1,008	1,167	1,326	1,485	1,644	1,803	1,962	2,121
	<b>2,000</b>	1,026	1,185	1,344	1,503	1,662	1,821	1,980	2,139	2,298
	<b>2,500</b>	1,203	1,362	1,521	1,680	1,839	1,998	2,157	2,316	2,475
	<b>3,000</b>	1,380	1,539	1,698	1,857	2,016	2,175	2,334	2,493	2,652
	<b>3,500</b>	1,557	1,716	1,875	2,034	2,193	2,352	2,511	2,670	2,829
	<b>4,000</b>	1,734	1,893	2,052	2,211	2,370	2,529	2,688	2,847	3,006
	<b>4,500</b>	1,911	2,070	2,229	2,388	2,547	2,706	2,865	3,024	3,183
	<b>5,000</b>	2,088	2,247	2,406	2,565	2,724	2,883	3,042	3,201	3,360
	<b>5,500</b>	2,265	2,424	2,583	2,742	2,901	3,060	3,219	3,378	3,537
	<b>6,000</b>	2,442	2,601	2,760	2,919	3,078	3,237	3,396	3,555	3,714
	<b>6,500</b>	2,619	2,778	2,937	3,096	3,255	3,414	3,573	3,732	3,891
	<b>7,000</b>	2,796	2,955	3,114	3,273	3,432	3,591	3,750	3,909	4,068
	<b>7,500</b>	2,973	3,132	3,291	3,450	3,609	3,768	3,927	4,086	4,245
<b>7,972</b>	3,140	3,299	3,458	3,617	3,776	3,935	4,094	4,253	4,412	

**Table 3-4  
Concurrent Baseball and Concert Parking Demand**

Attendance		Baseball								
		1,000	1,500	2,000	2,500	3,000	3,500	4,000	4,500	4,999
<b>Concert</b>	<b>1,000</b>	803	962	1,121	1,280	1,439	1,598	1,757	1,916	2,075
	<b>1,500</b>	1,046	1,205	1,364	1,523	1,682	1,841	2,000	2,159	2,317
	<b>2,000</b>	1,288	1,447	1,606	1,765	1,924	2,083	2,242	2,401	2,560
	<b>2,500</b>	1,531	1,690	1,849	2,008	2,167	2,326	2,485	2,644	2,802
	<b>3,000</b>	1,773	1,932	2,091	2,250	2,409	2,568	2,727	2,886	3,045
	<b>3,500</b>	2,016	2,175	2,334	2,493	2,652	2,811	2,970	3,129	3,287
	<b>4,000</b>	2,258	2,417	2,576	2,735	2,894	3,053	3,212	3,371	3,530
	<b>4,500</b>	2,501	2,660	2,819	2,978	3,137	3,296	3,455	3,614	3,772
	<b>5,000</b>	2,743	2,902	3,061	3,220	3,379	3,538	3,697	3,856	4,015
	<b>5,500</b>	2,986	3,145	3,304	3,463	3,622	3,781	3,940	4,099	4,257
	<b>6,000</b>	3,228	3,387	3,546	3,705	3,864	4,023	4,182	4,341	4,500
	<b>6,500</b>	3,471	3,630	3,789	3,948	4,107	4,266	4,425	4,584	4,742
	<b>7,000</b>	3,713	3,872	4,031	4,190	4,349	4,508	4,667	4,826	4,985
	<b>7,500</b>	3,956	4,115	4,274	4,433	4,592	4,751	4,910	5,069	5,227
<b>7,972</b>	4,184	4,343	4,502	4,661	4,820	4,979	5,138	5,297	5,456	

- Dalai Lama on October 26, 2010 (6,059 attendees);
- Obama for America Rally on October 11, 2012 (7,000+ attendees);
- Republican Team Rally on October 31, 2012 (3,471 attendees); and
- CNN Republican Debate on March 10, 2016 (2,107 attendees).

In cases such as the most recent CNN Republican Debate, the parking lots immediately adjacent to the Watsco Center (Lots 446, 431, 434N, 435, 436, 444, 443, 445S, and a third of Lot 425N) were not available for parking due to strict security requirements. VIPs were allowed to park in Lot 425S, but had to go through a security check point.

Parking for these types of events will be handled on a case by case basis.

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## 4.0 CAMPUS PARKING SUPPLY

### 4.1 ON-CAMPUS PARKING

With the construction of the new 1,115 bed UM Student Residence project, the Thomas P. Murphy Design Studio, and other campus changes, the parking supply available for the Watsco Center and the Baseball Park has changed as compared to the City-approved October 2016 PTMP. These changes are as follows:

- Removal of parking Lots 437, 441, 442, 452, and 451 (total -303 spaces);
- Ponce Garage supply that may be used for Watsco Center events after 5:00 pm on weekdays and weekends decreased from 848 to 816 spaces due to installation of additional ticket gates in the garage;
- Parking Lot 307 in the PINK parking zone was reduced from 70 to 39 spaces due to the construction of the Levante Avenue Extension between Pavia Street and Merrick Street;
- Installation of new on-street parallel parking spaces in the PINK zone along Pavia Street and Levante Avenue (25 spaces added);
- The Merrick Garage was opened in Fall 2016 (843 spaces added); and
- Parking Lot 446A (60 spaces) was rezoned from BLUE (resident student) to YELLOW.

**Table 4-1** presents the available on-campus parking supply as of October 2017. **A total of 4,415 campus parking spaces (not including the WHITE, BLUE/GREEN Zones) are available south of Lake Osceola as compared to the 4,483 parking spaces in the City approved October 2016 PTMP, a difference of only 68 less parking spaces.**

As shown in **Table 4-1**, there are a total of 5,210 campus parking spaces available south of Lake Osceola as of October 2017 for events at Watsco Center. This is an expanded area that includes the WHITE and BLUE/GREEN Zones. The parking inventory was performed by Keith & Schnars in October 2017. The detailed parking inventory is included in **Appendix B (Table B-2)**.

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**Table 4-1  
Fall 2017 On-Campus Parking Supply**

Facility ID	Facility Name	Parking Zone Color Code	Parking Spaces
608	Ponce de Leon Garage (1)	LENNAR	816
<b>Subtotal Ponce de Leon Garage =</b>			<b>816</b>
307	Canterbury Day Care/ Writing Center	PINK	39
320	Pavia Garage	PINK	857
On-Street	Pavia Street	PINK	9
On-Street	Levante Avenue	PINK	16
319	Merrick Garage	BROWN	843
<b>Subtotal PINK + BROWN =</b>			<b>1,764</b>
425N	Serpentine North	YELLOW	456
425S	Serpentine South	YELLOW	141
431	Watsco Center VIP Lot	YELLOW	68
434N	Watsco Center North Lot	YELLOW	66
435	Pentland/La Gorce House	YELLOW	51
436	Old Foster House	YELLOW	14
443	Old Allen/ Smith Houses	YELLOW	36
444	Old Allen/ Smith Houses	YELLOW	40
446	Herbert Wellness Center (2)	YELLOW	213
446A	Herbert Wellness Center (3)	YELLOW	60
H100 (433)	Hurricane 100 Lot	YELLOW	93
<b>Subtotal YELLOW =</b>			<b>1,238</b>
601/ 604	Sports Complex	GREY	106
701	McKnight Building	GREY	29
711/714	Orovitz North/Founders Hall	GREY	179
715	Studio Arts	GREY	89
716	Brescia	GREY	66
717/718	Cuban Am. Studies/Pick Hall	GREY	44
721	Liguria	GREY	84
<b>Subtotal GREY =</b>			<b>597</b>
304	Mahoney-Pearson Residential College	WHITE	35
304A	Mahoney-Pearson Residential College	WHITE	30
304B	Mahoney-Pearson Residential College	WHITE	43
304C	Mahoney-Pearson Residential College	WHITE	45
309	Mahoney-Pearson Residential College	WHITE	50
310	Mahoney-Pearson Residential College	WHITE	86
321	Mahoney-Pearson Garage	BLUE/GREEN	506
<b>Subtotal WHITE/Mahoney-Pearson Garage =</b>			<b>795</b>
<b>TOTAL ON-CAMPUS PARKING FACILITY CAPACITY (4) =</b>			<b>5,210</b>

Notes:

- (1) Ponce de Leon Garage available after 5:00 PM on weekdays and anytime on weekends. First level (including ramp between first and second floors) reserved for valet.
- (2) Parking spaces restored with completion of Lennar Center in Fall 2016. Does not include spaces reserved for Lennar Center.
- (3) Lot 446A was formerly a resident student lot (BLUE). The lot includes 10 parking spaces reserved for ZIP CARS.
- (4) Previously approved Watsco Center PTMP, October 2016, total on-campus parking facility capacity was 4,483. Current capacity without WHITE and BLUE/GREEN Zones = 4,415, a difference of only 68 less parking spaces.

## 4.2 OFF-CAMPUS PARKING

In addition to the on-campus parking, UM leases Lots 42 and 43 from the City. The two lots lie under the METRORAIL along Ponce de Leon Boulevard south of S. Alhambra Circle.

UM also leases the Metro North lot from Miami-Dade County. The lot lies under the METRORAIL along Ponce de Leon Boulevard between Stanford Drive and Merrick Street. The lot is used exclusively for UM employees assigned to the Gables One Tower on the east side of US-1 (South Dixie Highway) during office hours.

These three leased lots have a combined 365 parking spaces. In addition, the three lots are available for unrestricted use by UM after 4:00 PM on weekdays and all day on weekends and holidays. **Table 4-2** presents a summary of the off-campus lots and the relative walking distances to Watsco Center and the corresponding walk times.

**Table 4-2**  
**Off-Campus Parking Supply**

Facility ID	Facility Name	Parking Zone Color Code	Capacity (1)	Walking Distance to Watsco Center (feet) (2)	Walk Time to Watsco Center (minutes) (3)
42	CG Municipal 42	BURGUNDY	184	2,200	10
43	CG Municipal 43	BURGUNDY	51	3,300	16
<b>SUB-TOTAL BURGUNDY =</b>			235		
Metro North	Miami-Dade County		130	1,100	5
<b>TOTAL OFF-CAMPUS PARKING FACILITY CAPACITY =</b>			365		

Notes:

(1) Based on Keith & Schnars Parking Inventory, October 2017.

(2) Distances measured along most direct pedestrian way/sidewalks.

(3) Assumed 3.5 ft/sec pedestrian speed.

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## 5.0 PARKING REQUIREMENTS AND PLANS

### 5.1 INTRODUCTION

A key part of the successful operation of major campus events is the parking and traffic management practices of the UM staff, UM Police Department and City of Coral Gables Police (Note: Both police departments will be referred to as Police in this report). This requires an efficient coordinated process consisting of advanced planning and allocation of resources including personnel, parking facilities management, and traffic control.

This section presents a series of parking plans geared to the event types, the number of anticipated attendees, and the resources necessary to assure a satisfactory outcome.

### 5.2 PARKING CAPACITY BY EVENT TYPE

**Table 5-1** presents the breakdown of parking spaces available for each event type by parking facility. A summary of the events and total parking spaces is presented below:

- Daytime events = 3,797 spaces;
- Evening basketball = 4,652 spaces;
- Evening concert = 5,447 spaces;
- Evening baseball = 2,270 spaces;
- UM commencement in the daytime (before 5:00 pm) = 3,237 spaces;
- UM commencement in the evening (after 5 pm) = 3,818 spaces;
- High school graduations in the daytime (before 5:00 pm) = 3,237 spaces;
- High school graduations in the evening (after 5:00 pm) = 3,818 spaces;
- Baseball and basketball concurrent events in the evening (after 5:00 pm) = 4,780 spaces; and
- Baseball and concert concurrent events in the evening (after 5:00 pm) = 4,780 spaces

### 5.3 TYPICAL DAY-TO-DAY WATSCO CENTER PARKING PLAN

On a typical non-event day, the only Watsco Center parking need is for employees, delivery trucks, service vehicles, and an occasional visitor to the Watsco Center offices or ticket center. Lot 431 serves the typical day-to-day population of the Watsco Center with 68 marked spaces (including 9 Americans with Disabilities Act (ADA) spaces) and loading and service docks. The lot is gate controlled and requires an access card.

**Table 5-1**  
**Available Parking Capacity by Event Type**  
Available Capacity by Event Type

Parking Facilities	Daytime	Evening Basketball	Evening Concert	Evening Baseball	UM Commencement (Daytime)	High School Graduations (Daytime)	UM Commencement (Evening)	High School Graduations (Evening)	Baseball + Basketball	Baseball + Concert
Lot 42	UM (1)	184	184	184	184	184	(6)	(6)	184	184
Lot 43	UM (1)	51	51	51	51	51	(6)	(6)	51	51
Ponce Garage	Lennar (2)	816	816	816	(6)	(6)	816	816	816	816
Pavia Garage	857	857	857	(6)	857	857	857	857	857	857
Merrick Garage	843	843	843	(6)	843	843	843	843	843	843
Yellow Lots	1,238	1,238	1,238	597	1,238	1,238	1,238	1,238	1,238	1,238
Pink Lot 307	39	39	39	(6)	39	39	39	39	39	39
On-Street Parking	25	25	25	25	25	25	25	25	25	25
Grey Lots (4) (5)	UM (1)	469	469	597	(6)	(6)	(6)	(6)	597	597
White/MP Garage	795	(6)	795	(6)	(6)	(6)	(6)	(6)	(6)	(6)
Metro North	Gables (3)	130	130	(6)	(6)	(6)	(6)	(6)	130	130
<b>TOTAL</b>	<b>3,797</b>	<b>4,652</b>	<b>5,447</b>	<b>2,270</b>	<b>3,237</b>	<b>3,237</b>	<b>3,818</b>	<b>3,818</b>	<b>4,780</b>	<b>4,780</b>

Notes:

- (1) Reserved for UM permit holders only. Available evenings and during other non-academic periods.
- (2) Used by The Lennar Foundation Health Center during the day. Available to use after 5:00 PM on weekdays. Available also on weekends and holidays.
- (3) Exclusive use by Gables One employees, weekdays until 5:00 PM. Can be used for all evening events as needed.
- (4) Grey Lots totaling 469 spaces consist of Lots 601-604, 701, 711, 714, and 715-716.
- (5) Grey Lots totaling 597 spaces consist of Lots 601-604, 701, 711, 714-718, and 721.
- (6) Not used for this event type.

Three dedicated parking spaces in Lot 425S serve Watsco Center's box office.

No parking management plan is required for this scenario.

## 5.4 ADA AND VIP WATSCO EVENT PARKING

Attendee parking requirements for special events at the Watsco Center include those attendees with the need for special ADA accommodations and VIPs.

### 5.4.1 ADA Parking

ADA spaces are presently located adjacent and accessible to the WATSCO CENTER at Lot 425N (5 spaces), Lot 425S (3 spaces), Lot 431 (9 spaces), Lot 443 (5 spaces), Lot 434N (3 spaces), and Lot H-100 (4 spaces). During special events, additional temporary ADA parking as needed is provided in Lots 434N and 425S (Serpentine). The demand for ADA parking is inherently included in the calculated parking rates.

### 5.4.2 VIP Parking

Most of the venues at the Watsco Center involve pre-event ticket sales which often includes preferential VIP parking. The demand for VIP parking is inherently included in the calculated parking rates. **Table 5-2** lists the lots (or sections of lots) that are designated during special events for reserved ticket holders, VIP, production/media, and other special parking uses. **Figure 5-1** illustrates the VIP parking locations representing a total of 832 parking spaces and typically provided in the following order:

- Lot H100 (Hurricane 100);
- Lot 434N;
- Lots 443/444 (Baker Houses);
- Lot 425S; and
- Lot 425N, if needed.

The VIP parking areas are increased or reduced depending on how many VIPs are expected based on ticket sales and/or special guest invitations. Lot 431 is not used as a VIP parking site since it is needed to accommodate event and Watsco Center support vehicles, including communications media vehicles.

**Table 5-2  
Event Reserved/VIP Parking Allocation**

<b>Lot</b>	<b>Facility Name</b>	<b>Parking Spaces (1)</b>
424N	Serpentine North	456
425S	Serpentine South	141
H100	Hurricane 100 VIP Lot	93
434N	Watsco Center VIP North Lot	66
443	VIP	36
444	VIP	40
<b>TOTAL =</b>		<b>832</b>

Notes:

(1) Based on October 2017 parking inventory.

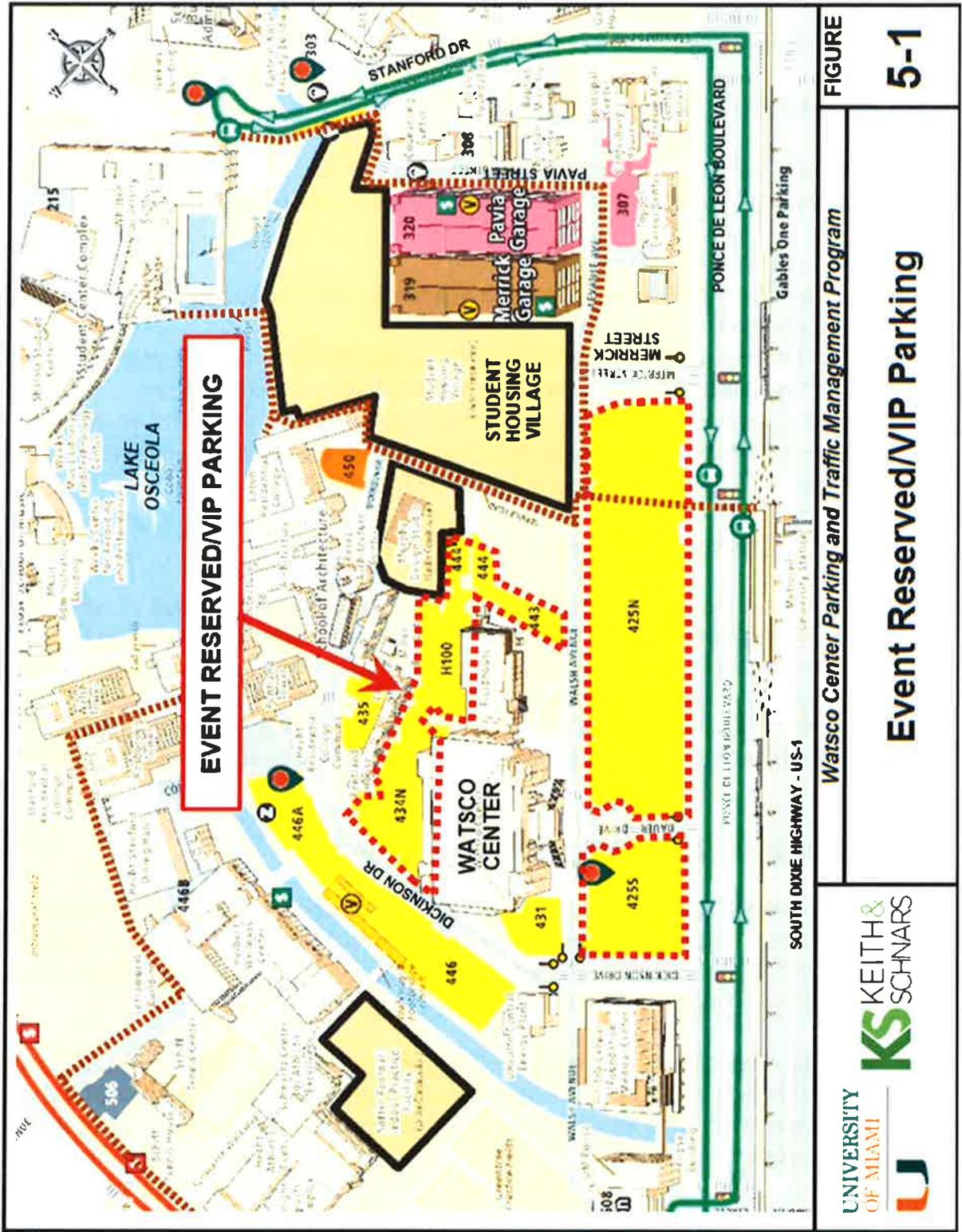
## **5.5 PONCE GARAGE UTILIZATION**

For many years the Ponce Garage has served as one of the primary parking facilities for all of the major events at the Watsco Center and the baseball park. However, with the opening of the Lennar Center, the garage serves the needs of this facility exclusively during the latter's weekday hours of operations (7:00 AM to 6:00 PM). Commuter students and faculty/staff are no longer allowed to park at the Ponce Garage on weekdays during Lennar's hours of operation.

As agreed in the City-approved October 2016 PTMP, the garage is available for Watsco Center or the baseball park for events after 5:00 PM and on an as needed basis.

In order to use the Ponce Garage, the following protocol with the Lennar Center is in place as agreed in the City-approved October 2016 PTMP:

- Both Watsco Center and Lennar Center have designated contact persons to coordinate the use of the garage and event operations;
- On the day of the event, the Ponce Garage is used for event parking on weekdays after 5:00 PM and anytime on weekends and holidays;
- Before the start of the event, all valet vehicles still in the garage at 5:00 PM are relocated to the first floor. The first floor is not used for event parking during weekdays. However; the first floor is available on weekends and holidays; and



**FIGURE 5-1**

**Watsco Center Parking and Traffic Management Program**

**Event Reserved/VIP Parking**

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- Event parking personnel is stationed at the garage portals and the speed ramp to help all entering and exiting vehicles.

## 5.6 PARKING REQUIREMENTS

Based upon the estimated parking demands (**Table 3-2**) and current non-event parking accumulations, parking requirements were determined for the following scenarios:

- Non-Event Watsco Center Use;
- Daytime Weekday Events (during the academic year, the attendance is limited to 1,600 attendees as set forth in the UMCAD);
- UM Commencement and High School Graduations (non-academic year);
- Minor Type C Evening Weekday Events (Less than 2,000 attendees);
- Typical Type B Evening Weekday Events (Between 2,000 and 6,000 attendees);
- Maximum Type A Evening Weekday Events (More than 6,000 attendees); and
- Concurrent events at Watsco Center and the Baseball Park.

### 5.6.1 Non-Event Watsco Center Use

On non-event days, the Watsco Center functions as part of the UM campus. Employees and athletes at the Watsco Center are part of the UM community and purchase parking permits through UM's parking management program. The UM campus parking accumulation south of Lake Osceola was 76.0 percent based on the parking accumulation data collected on October 10, 2017 (Tuesday) for the previously referenced 2018 UMPIAR. Thus, the available UM parking supply is sufficient to accommodate the non-event day.

### 5.6.2 Watsco Center Daytime Events Parking Requirements

**Table 5-3** presents the single event parking demand for daytime and evening events at the Watsco Center. During the academic year, daytime event attendance is limited to 1,600 between 8:00 AM and 4:00 PM, Monday through Friday. The parking requirement by anticipated attendance is summarized below:

- 100 attendees require an estimated 2,902 spaces (83 spaces for event demand [see **Table 3-2**] plus 2,819 spaces maximum non-event background demand);
- 250 attendees require an estimated 3,027 spaces (208 spaces for event demand plus background demand);

**Table 5-3  
Single Event Parking Requirements**

Event Type	Attendance	Parking Requirement							
		Daytime Event	Evening Basketball	Evening Concert (Monday-Thursday)	Evening Concert (Friday)	UM Commencement (Daytime)	High School Graduation (Daytime)	UM Commencement (Evening)	High School Graduation (Evening)
<b>TYPE A EVENT: Greater than 6,000 Attendees</b>									
<b>WATSCO CENTER Capacity</b>	7,972		4,514		5,109			3,148	3,514
	7,600		4,382		4,929	(3)		3,037	3,387
	7,500		4,347	(2)	4,881	3,333		3,008	3,353
	7,000		4,170	5,565	4,638	3,184		2,859	3,181
	6,500		3,993	5,323	4,396	3,036	(4)	2,711	3,010
	6,400		3,958	5,274	4,347	3,006	3,300	2,681	2,975
	6,300		3,922	5,226	4,299	2,976	3,266	2,651	2,941
	6,200		3,887	5,177	4,250	2,946	3,232	2,621	2,907
	6,100		3,851	5,129	4,202	2,917	3,197	2,592	2,872
	6,001		3,816	5,080	4,153	2,887	3,163	2,562	2,838
Maximum Non-Event Background Parking (Table 3-1)		N/A	1,692	2,170	1,243	1,105	1,105	780	780
Available Parking Spaces		N/A	4,652	5,447	5,447	3,237	3,237	3,818	3,818
<b>TYPE B EVENT: Between 2,000 and 6,000 Attendees</b>									
<b>Maximum Baseball Capacity</b>	6,000		3,587	4,602	3,748	2,887	3,163	2,562	2,838
	5,500		3,410	4,360	3,506	2,739	2,992	2,414	2,667
	5,000		3,233	4,117	3,263	2,590	2,820	2,265	2,495
	4,999		3,233	4,117	3,263	2,590	2,820	2,265	2,495
	4,000		2,879	3,632	2,778	2,293	2,477	1,968	2,152
	3,000		2,525	3,147	2,293	1,996	2,134	1,671	1,809
	2,001		2,171	2,662	1,808	1,699	1,791	1,374	1,466
Maximum Non-Event Background Parking (Table 3-1)		N/A	1,463	1,692	838	1,105	1,105	780	780
Available Parking Spaces		N/A	3,818	4,652	3,818	3,237	3,237	3,002	3,002
<b>TYPE C EVENT: Less than 2,000 Attendees</b>									
<b>Maximum Allowable Daytime Attendance Academic Year</b>	2,000		2,171	2,433	1,808	1,674	1,766	1,374	1,466
	1,900		2,136	2,385	1,760	1,644	1,732	1,344	1,432
	1,800		2,100	2,336	1,711	1,615	1,697	1,315	1,397
	1,700		2,065	2,288	1,663	1,585	1,663	1,285	1,363
	1,600		2,029	2,239	1,614	1,555	1,629	1,255	1,329
	1,500		1,994	2,191	1,566	1,526	1,595	1,226	1,295
	1,400		1,959	2,142	1,517	1,496	1,560	1,196	1,260
	1,300	(1)	1,923	2,094	1,469	1,466	1,526	1,166	1,226
	1,200	3,819	1,888	2,045	1,420	1,436	1,492	1,136	1,192
	1,100	3,735	1,852	1,997	1,372	1,407	1,457	1,107	1,157
	1,000	3,652	1,817	1,948	1,323	1,377	1,423	1,077	1,123
	750	3,444	1,729	1,827	1,202	1,303	1,337	1,003	1,037
	500	3,236	1,640	1,706	1,081	1,229	1,252	929	952
	250	3,027	1,552	1,584	959	1,154	1,166	854	866
	100	2,902	1,498	1,512	887	1,110	1,114	810	814
Maximum Non-Event Background Parking (Table 3-1)		2,819	1,463	1,463	838	1,080	1,080	780	780
Available Parking Spaces		3,797	3,002	3,002	3,002	3,002	3,002	3,002	3,002

Notes:

- (1) Actual attendance is **1,175** persons for 3,797 parking spaces  
 (2) Actual attendance is **6,755** persons for 5,447 parking spaces.

- (3) Actual attendance is **7,180** persons for 3,237 parking spaces.  
 (4) Actual attendance is **6,215** persons for 3,237 parking spaces.

- 500 attendees require an estimated 3,236 spaces (417 spaces for event demand plus background demand);
- 750 attendees require an estimated 3,444 spaces (625 spaces for event demand plus background demand);
- 1,000 attendees require an estimated 3,652 spaces (833 spaces for event demand plus background demand);
- 1,100 attendees require an estimated 3,735 spaces (916 spaces for event demand plus background demand); and
- 1,175 attendees require an estimated 3,797 spaces (979 spaces for event demand plus background demand).

Based on the existing parking supply and demand, the campus parking supply is sufficient to support **1,175 external non-UM attendees** for daytime events during the academic year. The 1,600 attendance threshold for non-academic attendees during daytime and academic year in the ordinance was set in 2003 in relation to projected parking rates and parking supply at the time. Current parking rates and parking supply support a threshold of 1,175 attendees for non-academic events during the academic year. **Daytime academic events during the academic year are not limited, as attendees are already on campus.** This 1,175 attendee threshold is **not applicable to non-academic events where external attendees are bussed in** with City approval of an event specific parking and traffic plan.

### 5.6.3 UM Commencements and High School Graduations Parking Requirements

The UM Commencements and High School graduations take place during the non-academic year when the non-event parking needs are lower (e.g., end of UM semesters and in late May and June for high school graduations). **Table 5-3** presents the Type A, B, and C parking demand including the demand for commencements and High School daytime graduations.

The maximum parking demand for the three types of events are summarized as follows:

Type C at the maximum 2,000 attendee level:

- 1,674 spaces for UM Commencement (594 event spaces plus 1,080 spaces maximum non-event background demand); and
- 1,766 for High School graduations (686 event spaces plus 1,080 spaces maximum non-event background demand).

Type B at the maximum 6,000 attendee level:

- 2,887 spaces for UM Commencement (1,782 event spaces plus 1,105 background demand); and
- 3,163 spaces for High School graduations (2,058 event spaces 1,105 plus background demand).

Type A at the maximum attendance level:

- 3,237 spaces at the maximum daytime attendee level of 7,180 for UM Commencement (2,132 event spaces plus 1,105 spaces maximum non-event background demand); and
- 3,237 spaces at the maximum daytime attendance of 6,215 for High School graduations (2,132 event spaces plus 1,105 spaces maximum non-event background demand).

**Table 5-3** presents the parking demand for Type A, B, and C events including the demand for evening commencements and High School graduations. The maximum parking demand for the three types of events is summarized as follows:

Type C at the maximum 2,000 attendee level:

- 1,374 spaces for UM Commencement (594 event spaces plus 780 spaces maximum non-event background demand); and
- 1,466 for High School graduations (686 event spaces plus 780 spaces maximum non-event background demand).

Type B at the maximum 6,000 attendee level:

- 2,562 spaces for UM Commencement (1,782 event spaces plus 780 spaces maximum non-event background demand); and
- 2,838 spaces for High School graduations (2,058 event spaces plus 780 spaces maximum non-event background demand).

Type A at the maximum 7,972 attendee level:

- 3,148 spaces for UM Commencement (2,368 event spaces plus 780 spaces maximum non-event background demand); and
- 3,514 spaces for High School graduations (2,734 event spaces plus 780 spaces maximum non-event background demand).

#### 5.6.4 Minor Type C Evening Weekday Events Parking Requirements

**Table 5-3** presents the parking demand for Minor Type C events at the 2,000 maximum attendee level including the demand for concerts and basketball games. The maximum parking demand for the two types of events is summarized as follows:

- 2,433 spaces for concerts between Monday through Thursday (970 event spaces plus 1,463 spaces maximum non-event background demand);
- 1,808 spaces for concerts on Friday (970 event spaces plus 834 spaces maximum non-event background demand); and
- 2,171 spaces for basketball games (708 event spaces plus 1,463 spaces maximum non-event background demand).

#### 5.6.5 Typical Type B Evening Weekday Events Parking Requirements

**Table 5-3** presents the parking demand for the typical Type B events at the 6,000 maximum attendee level including the demand for concerts and basketball games. The maximum parking demand for the two types of events is summarized as follows:

- 4,602 spaces for concerts between Monday through Thursday (2,910 event spaces plus 1,692 spaces maximum non-event background demand);
- 3,748 spaces for concerts on Friday (2,910 event spaces plus 838 spaces maximum non-event background demand); and
- 3,587 spaces for basketball games (2,124 event spaces plus 1,463 spaces maximum non-event background demand).

#### 5.6.6 Maximum Type A Evening Weekday Events Parking Requirements

**Table 5-3** presents the parking demand for the maximum Type A events including the demand for concerts and basketball games. The maximum parking demand for the two types of events is summarized as follows:

- 5,447 spaces at the maximum attendee level of 6,755 for concerts between Monday through Thursday (3,277 event spaces plus 2,170 spaces maximum non-event background demand);
- 5,109 spaces for concerts at the maximum attendee level of 7,972 on Friday (3,866 event spaces plus 1,243 spaces maximum non-event background demand); and
- 4,514 spaces at the maximum attendee level of 7,972 for basketball games (2,822 event spaces plus 1,692 spaces maximum non-event background demand).

### 5.6.7 Concurrent Events at Watsco Center and the Baseball Park

The combined parking demand for concurrent events at the Watsco Center and baseball park for a weekday (Monday through Thursday) after 5:00 PM, has been estimated for the various attendance combinations as shown in **Table 5-4** for baseball and basketball and **Table 5-5** for baseball and a concert.

The following are sample applications of **Tables 5-4** and **5-5**:

- **Table 5-4:** A combined 4,999 attendee baseball game and a 4,000 attendee basketball game would require 4,732 parking spaces (maximum number of available spaces is 4,780). Likewise, an anticipated 7,000 attendee basketball game would limit the baseball game to approximately 1,500 attendees in order not to exceed the available parking capacity; and
- **Table 5-5:** A combined 4,999 attendee baseball game and a 3,000 attendee concert would require 4,771 parking spaces. Likewise, an anticipated 5,000 attendee concert would limit the baseball game to approximately 1,500 attendees in order not to exceed the available parking capacity.

Although concurrent events on weekdays are limited as described in **Section 3.8**, the analysis shows that they can be supported at various attendance combinations.

## **5.7 DAYTIME WEEKDAY WATSCO CENTER PARKING PLAN**

The Watsco Center will have daytime events during the academic year based on the following guidelines:

- The 1,600 attendee limit does not apply to UM events for which guests are already parked on campus;
- The 1,600 attendee limit does not apply to non-UM events which will have attendees bussed in; and
- Non-UM events with 1,175 or less external attendees may park on campus.

Daytime events during the academic year with maximum external attendance of 1,175 persons would require up to 3,797 spaces to accommodate the event and typical commuter parking. The parking requirement is accommodated in:

- The YELLOW zone;
- The PINK zone;
- The BROWN zone;
- The WHITE zone; and
- The BLUE/GREEN zone

The total available capacity using these parking resources is 3,797 spaces. This parking plan is presented graphically in **Figure 5-2**.

**Table 5-4  
Concurrent Baseball and Basketball Parking Requirement**

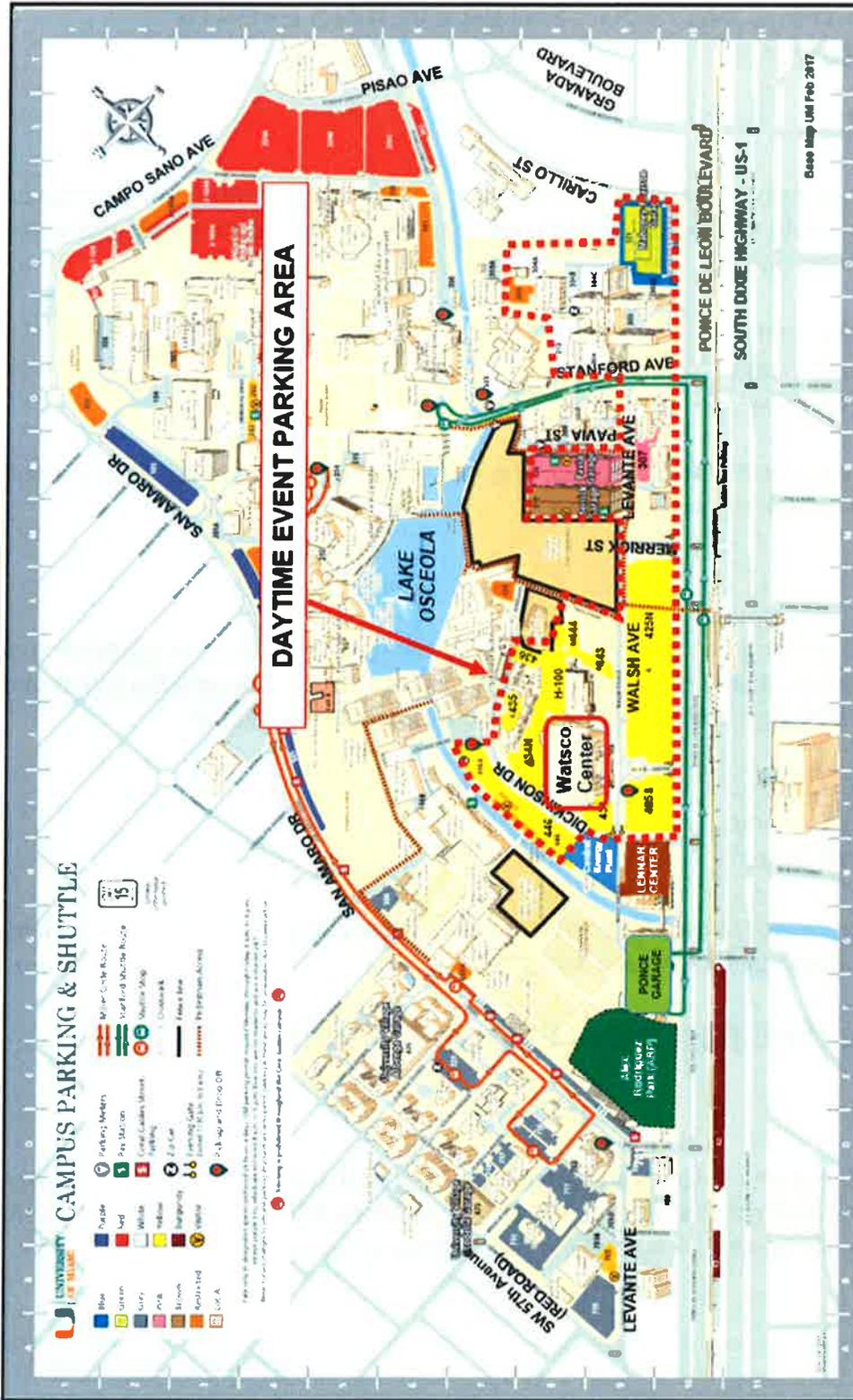
Attendance		Baseball								
		1,000	1,500	2,000	2,500	3,000	3,500	4,000	4,500	4,999
<b>Basketball</b>	<b>1,000</b>	2,398	2,557	2,716	2,875	3,034	3,193	3,352	3,511	3,670
	<b>1,500</b>	2,575	2,734	2,893	3,052	3,211	3,370	3,529	3,688	3,847
	<b>2,000</b>	2,752	2,911	3,070	3,229	3,388	3,547	3,706	3,865	4,024
	<b>2,500</b>	2,929	3,088	3,247	3,406	3,565	3,724	3,883	4,042	4,201
	<b>3,000</b>	3,106	3,265	3,424	3,583	3,742	3,901	4,060	4,219	4,378
	<b>3,500</b>	3,283	3,442	3,601	3,760	3,919	4,078	4,237	4,396	4,555
	<b>4,000</b>	3,460	3,619	3,778	3,937	4,096	4,255	4,414	4,573	4,732
	<b>4,500</b>	3,637	3,796	3,955	4,114	4,273	4,432	4,591	4,750	N/A
	<b>5,000</b>	3,814	3,973	4,132	4,291	4,450	4,609	4,768	N/A	N/A
	<b>5,500</b>	3,991	4,150	4,309	4,468	4,627	N/A	N/A	N/A	N/A
	<b>6,000</b>	4,168	4,327	4,486	4,645	N/A	N/A	N/A	N/A	N/A
	<b>6,500</b>	4,345	4,504	4,663	N/A	N/A	N/A	N/A	N/A	N/A
	<b>7,000</b>	4,522	4,681	N/A						
	<b>7,500</b>	4,699	N/A							
<b>7,972</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

N/A = Exceeds maximum available supply (4,780 spaces from Table 5-1).

**Table 5-5  
Concurrent Baseball and Concert Parking Requirement**

Attendance		Baseball								
		1,000	1,500	2,000	2,500	3,000	3,500	4,000	4,500	4,999
<b>Concert</b>	<b>1,000</b>	2,529	2,688	2,847	3,006	3,165	3,324	3,483	3,642	3,801
	<b>1,500</b>	2,772	2,931	3,090	3,249	3,408	3,567	3,726	3,885	4,043
	<b>2,000</b>	3,014	3,173	3,332	3,491	3,650	3,809	3,968	4,127	4,286
	<b>2,500</b>	3,257	3,416	3,575	3,734	3,893	4,052	4,211	4,370	4,528
	<b>3,000</b>	3,499	3,658	3,817	3,976	4,135	4,294	4,453	4,612	4,771
	<b>3,500</b>	3,742	3,901	4,060	4,219	4,378	4,537	4,696	N/A	N/A
	<b>4,000</b>	3,984	4,143	4,302	4,461	4,620	4,779	N/A	N/A	N/A
	<b>4,500</b>	4,227	4,386	4,545	4,704	N/A	N/A	N/A	N/A	N/A
	<b>5,000</b>	4,469	4,628	N/A						
	<b>5,500</b>	4,712	N/A							
	<b>6,000</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>6,500</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>7,000</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>7,500</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>7,972</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

N/A = Exceeds maximum available supply (4,780 spaces from Table 5-1).



**FIGURE 5-2**

Watsco Center Parking and Traffic Management Program

**Daytime Event Parking Plan**

UNIVERSITY OF MIAMI KEITH & SCHNARS

## **5.8 MINOR TYPE C WATSCO CENTER EVENING EVENTS PARKING PLAN**

### **5.8.1 Basketball**

The minor Type C evening basketball event parking demand with a maximum attendance of 2,000 persons would require up to 2,895 parking spaces to accommodate the event and typical commuter parking. The parking requirement is accommodated in:

- The YELLOW zone;
- The PINK zone; and
- The BROWN zone.

The total available capacity using these parking resources is 3,002 spaces. This parking plan is presented graphically in **Figure 5-3**.

### **5.8.2 Concert**

The minor Type C evening concert event parking demand with a maximum attendance of 2,000 persons would require up to 2,433 parking spaces to accommodate the event and typical commuter parking. The parking requirement is accommodated in:

- The YELLOW zone;
- The PINK zone; and
- The BROWN zone.

The total available capacity using these parking resources is 3,002 spaces. This parking plan is presented graphically in **Figure 5-3**.

## **5.9 TYPICAL TYPE B EVENING EVENTS PARKING PLAN**

### **5.9.1 Basketball**

The typical Type B evening basketball event parking demand with a maximum attendance of 6,000 persons would require up to 3,587 parking spaces to accommodate the event and typical commuter parking. The parking requirement is accommodated in:



- The YELLOW zone;
- The PINK zone;
- The BROWN zone; and
- The Ponce Garage.

The total available capacity using these parking resources is 3,818 spaces. This parking plan is presented graphically in **Figure 5-4**.

### 5.9.2 Concert

The typical Type B evening concert event parking demand with a maximum attendance of 6,000 persons would require up to 4,602 parking spaces for Monday through Thursday and 3,748 parking spaces for Friday to accommodate the event and typical commuter parking. The parking requirement is accommodated in:

#### Monday –Thursday:

- The YELLOW zone;
- The PINK zone;
- The BROWN zone;
- The Ponce Garage;
- The GREY zone;
- The Burgundy zone; and
- Metro North parking lot.

#### Friday:

- The YELLOW zone;
- The PINK zone;
- The BROWN zone; and
- The Ponce Garage.

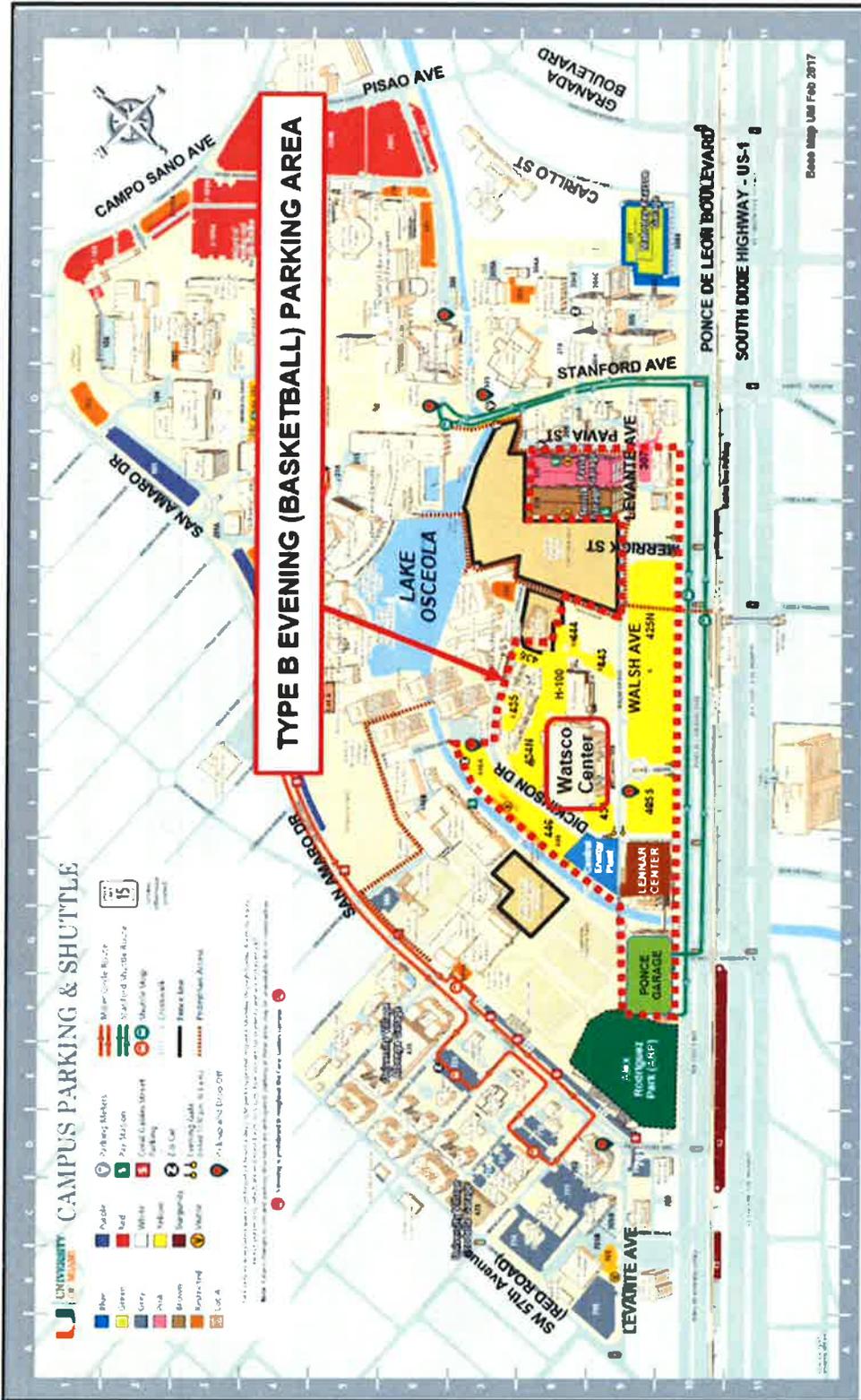
The total available capacity using these parking resources are 4,780 spaces for Monday through Thursday and 3,818 spaces for Friday. This parking plan is presented graphically in **Figure 5-5**.

## **5.10 MAXIMUM TYPE A EVENING EVENTS PARKING PLAN**

### 5.10.1 Basketball Game

The maximum Type A evening basketball event parking demand with a maximum attendance of 7,972 persons would require up to 4,514 parking spaces to accommodate the event and typical commuter parking. The parking requirement is accommodated in:

- The YELLOW zone;
- The PINK zone;
- The BROWN zone;
- The Ponce Garage;



**FIGURE 5-4**

Watsco Center Parking and Traffic Management Program

**Type B Events (Basketball) Evening Parking Plan**

UNIVERSITY OF MIAMI KEITH & SCHNARS



- The GREY zone;
- The BURGUNDY zone; and
- Metro North parking lot.

The total available capacity with these parking resources is 4,780 spaces. This parking plan is presented graphically in **Figure 5-6**.

#### 5.10.2 Watsco Center Major Concert

The maximum number of concert attendees for Monday through Thursday evenings is 6,755 persons and for Friday evenings is 7,972 persons. The parking demand for these maximum attendee evening concerts would require 5,447 spaces for Monday through Thursday and 5,109 spaces for Friday to accommodate the event and typical commuter parking. The parking requirement is provided in:

- The YELLOW zone;
- The PINK zone;
- The BROWN zone;
- The Ponce Garage;
- The GREY zone;
- WHITE zone;
- BLUE/GREEN zone;
- The Burgundy zone; and
- Metro North parking lot.

The total available capacity with these parking resources is 5,575 spaces. This parking plan is presented graphically in **Figure 5-6**.

### **5.11 UM COMMENCEMENTS AND HIGH SCHOOL GRADUATIONS PARKING PLAN**

As previously noted, the UM commencements and High School graduations at the Watsco Center are typically conducted during the non-academic period (UM classes have been concluded).

#### 5.11.1 Daytime UM Commencements and High School graduations

The minor Type C daytime event parking demand with maximum attendance of 2,000 persons would require up to 1,674 parking spaces for UM Commencement and 1,766 parking spaces for High School graduation to accommodate the event and typical parking. The parking requirement is accommodated in:



- The YELLOW zone;
- The PINK zone; and
- The BROWN zone.

The total available capacity using these parking resources is 3,002 spaces. This parking plan is presented graphically in **Figure 5-7**.

The typical Type B daytime event parking demand with maximum attendance of 6,000 persons would require up to 2,887 parking spaces for UM Commencement and 3,163 parking spaces for High School graduation to accommodate the event and typical parking. The parking requirement is accommodated in:

- The YELLOW zone;
- The PINK zone;
- The BROWN zone; and
- BURGUNDY zone.

The total available capacity using these parking resources is 3,237 spaces. This parking plan is presented graphically in **Figure 5-8**.

The maximum Type A daytime event parking demand at the maximum attendance would require up to 3,237 parking spaces. The maximum attendance for UM Commencement is 7,180 persons and for High School graduation is 6,125 persons. The parking requirement is accommodated in:

- The YELLOW zone;
- The PINK zone;
- The BROWN zone; and
- The BURGUNDY zone.

The total available capacity with these parking resources is 3,237 spaces. This parking plan is presented graphically in **Figure 5-8**.

#### 5.11.2 Evening UM Commencements and High School Graduations

The minor Type C evening event parking demand with a maximum attendance of 2,000 persons would require up to 1,374 parking spaces for UM Commencement and 1,466 parking spaces for High School graduation to accommodate the event and typical parking. The parking requirement is accommodated in:





**FIGURE 5-8**

**Watsco Center Parking and Traffic Management Program**

**Type A and B Daytime UM Commencement and High School Graduation Parking Plan**

- The YELLOW zone;
- The PINK zone; and
- The BROWN zone.

The total available capacity using these parking resources is 3,002 spaces. This parking plan is presented graphically in **Figure 5-9**.

The typical Type B evening event parking demand with maximum attendance of 6,000 persons would require up to 2,562 parking spaces for UM Commencement and 2,838 parking spaces for High School graduation to accommodate the event and typical parking. The parking requirement is accommodated in:

- The YELLOW zone;
- The PINK zone; and
- The BROWN zone.

The total available capacity using these parking resources is 3,002 spaces. This parking plan is presented graphically in **Figure 5-9**.

The maximum Type A evening event parking demand with maximum attendance of 7,972 persons would require up to 3,148 parking spaces for UM Commencement and 3,514 parking spaces for High School graduation to accommodate the event and typical parking. The parking requirement is accommodated in:

- The YELLOW zone;
- The PINK zone;
- The BROWN zone; and
- The Ponce Garage.

The total available capacity using these parking resources is 3,818 spaces. This parking plan is presented graphically in **Figure 5-10**.

## **5.12 CONCURRENT EVENTS PARKING PLAN**

### 5.12.1 Concurrent Watsco Center Basketball and the Baseball Park

The parking requirements for concurrent basketball and baseball events and non-event demand is presented in the parking requirement matrix shown in **Table 5-4**.





The parking requirement matrix is based on the assumption of the events occurring on a weekday evening during the academic period and attendees not exceeding the capacity limitations of the Watsco Center (7,972 seats) or the Baseball Park (4,999 seats). The total available parking capacity is 4,780 spaces (see **Table 5-1**). The maximum combined attendees that can be accommodated by the available parking is approximately between 8,500 and 9,000 persons.

For example, the maximum combined parking requirement for a 4,999 attendee baseball game and a 4,000 attendee basketball game is 4,732 parking spaces. Likewise, an anticipated 7,000 attendee basketball game would limit the baseball game to approximately 1,500 attendees in order not to exceed the available parking capacity.

There is sufficient parking capacity to accommodate a maximum combined event attendance level of 9,000 persons.

#### 5.12.2 Concurrent Watsco Center Concert and the Baseball Park

The parking requirements for the concurrent basketball and baseball events and non-event demand is presented in the parking requirement matrix shown in **Table 5-5**.

The parking requirement matrix is based on the assumption of the events occurring on a weekday evening during the academic period and attendees not exceeding the capacity limitations of the Watsco Center (7,972 seats) or the Baseball Park (4,999 seats). The total available parking capacity is 4,780 spaces (**Table 5-1**). The maximum combined attendees that can be accommodated by the available parking capacity is approximately 6,500 to 8,000 persons.

For example, the maximum combined parking requirement for a 3,500 attendee baseball game and a 4,000 attendee concert would require 4,779 parking spaces. Likewise, an anticipated 4,500 attendee concert and a 2,500 attendee baseball game would require 4,704 parking spaces.

There is sufficient parking capacity to accommodate a maximum combined event attendance level of 8,000 persons.

### **5.13 NON-TYPICAL EVENTS PARKING PLAN**

Planning for Non-Typical events often involves the Watsco Center management group, UMPT, and City of Coral Gables, Miami-Dade County, State, and/or Federal security agencies. As soon as the potential of a Non-Typical event is known, the City will be notified and depending on the date, time of day, and anticipated number of attendees to the extreme event, the aforementioned entities will develop and implement special actions

limiting academic and non-academic activities on the campus, as well as special parking and traffic controls.

UM will provide a 30-day notification to the City of a Non-Typical event provided that such lead time is known. There have been Non-Typical events that UM has hosted such as the presidential candidate debates and the Dalai Lama visit for which a 30-day lead time has not been provided to UM. In such cases, the City will be immediately notified after UM has been given the notification for hosting this type of Non-Typical event.

**[Remainder of page intentionally left blank]**

## 6.0 TRAFFIC MANAGEMENT PLAN

### 6.1 INTRODUCTION

Previous sections of this report have addressed the parking needs for the Watsco Center establishing the number of vehicles which must be accommodated for events of different attendance levels. This section addresses the management of traffic around the facility. The traffic issues addressed include arrival and discharge traffic routing, parking garage and lot accessibility, traffic flow immediately adjacent to the Watsco Center, pedestrian movements, and emergency vehicle access.

### 6.2 ASSUMPTIONS AND SCHEDULED PROJECTS

The following assumptions and planned and/or committed projects were incorporated into the Traffic Management Plan:

- The Merrick and Pavia Garages will serve both event and commuter parking concurrently;
- Maintain current Watsco Center event type classifications;
- Continued utilization of current event/reserved parking plan including designated reserved lots as shown in **Figure 5-1**;
- Signalized Ponce de Leon Boulevard and Merrick Street intersection;
- Ponce Garage is used exclusively by the Lennar Center during weekdays until 5:00 PM;
- Permanent closure of Merrick Street between Walsh/Levante Avenues and Pavia Street (completed);
- Permanent closure of Dickinson Drive between the Eaton Residential College and Merrick Street (completed);
- Construction of the Thomas P. Murphy Design Studio building which opened in Spring 2018;
- Construction of the Student Housing Project with 1,115 beds and ancillary uses slated to open in Fall 2019;
- Proposed demolition of the Health Center Building (Fall 2019);
- Proposed permanent closure of Merrick Street between Pavia Street and Stanford Drive (2019); and
- Proposed construction of Pavia Street Extension between Stanford Drive and Pavia Garage (Fall 2019). Merrick Street between Pavia Street and Stanford Drive will be closed.

### 6.3 TRAFFIC ROUTING

Traffic control and routing for activities will depend on the anticipated attendance of the varied events at the Watsco Center and other venues on the UM campus. The localized traffic patterns near the Watsco Center have been identified based on traffic data obtained in April 2013 during a special event and non-event survey of traffic at the UM campus. Based on this data, estimates of typical event arrival distribution patterns were determined as presented in **Table 6-1**:

**Table 6-1**  
**Estimated Origin of Event Traffic**

Direction of Inbound Event Traffic	Percent
Southbound Ponce de Leon Boulevard	32.1%
Southbound US-1/South Dixie Highway	18.7%
Westbound Stanford Drive/Augusto Street	1.9%
Northbound Ponce de Leon Boulevard	37.1%
Northbound US-1/Dixie Highway	5.6%
Westbound S. Alhambra Cir.	4.6%

*Source: Special Event and Non-Event Days Parking and Traffic Data Collection and Analysis, Spring 2013 Semester, Memorandum, Keith and Schnars, P. A., April 29, 2013.*

In summary the arrival and departure patterns are as follows:

- From Ponce de Leon Boulevard north of Stanford Drive:
  - Inbound: Traffic routed south via Ponce de Leon Boulevard to Stanford Drive, Merrick Street, Dickinson Drive, North and South Metro lots, Merrick and Pavia Garages, Serpentine lot and other lots surrounding the Watsco Center, and the Ponce Garage (if used);
  - Outbound – Reverse inbound with some traffic going to northbound US-1.
  
- From Ponce de Leon Boulevard south of S. Alhambra Circle:
  - Inbound: Traffic routed north via various streets including Red Road, Levante Avenue, San Amaro Drive, and Ponce de Leon Boulevard to Stanford Drive, Merrick Street, Dickinson Drive, North and South Metro lots, Merrick and Pavia Garages, Serpentine lot and other lots surrounding the Watsco Center and the Ponce Garage (if used); and
  - Outbound – Reverse inbound with some traffic going to southbound US-1.

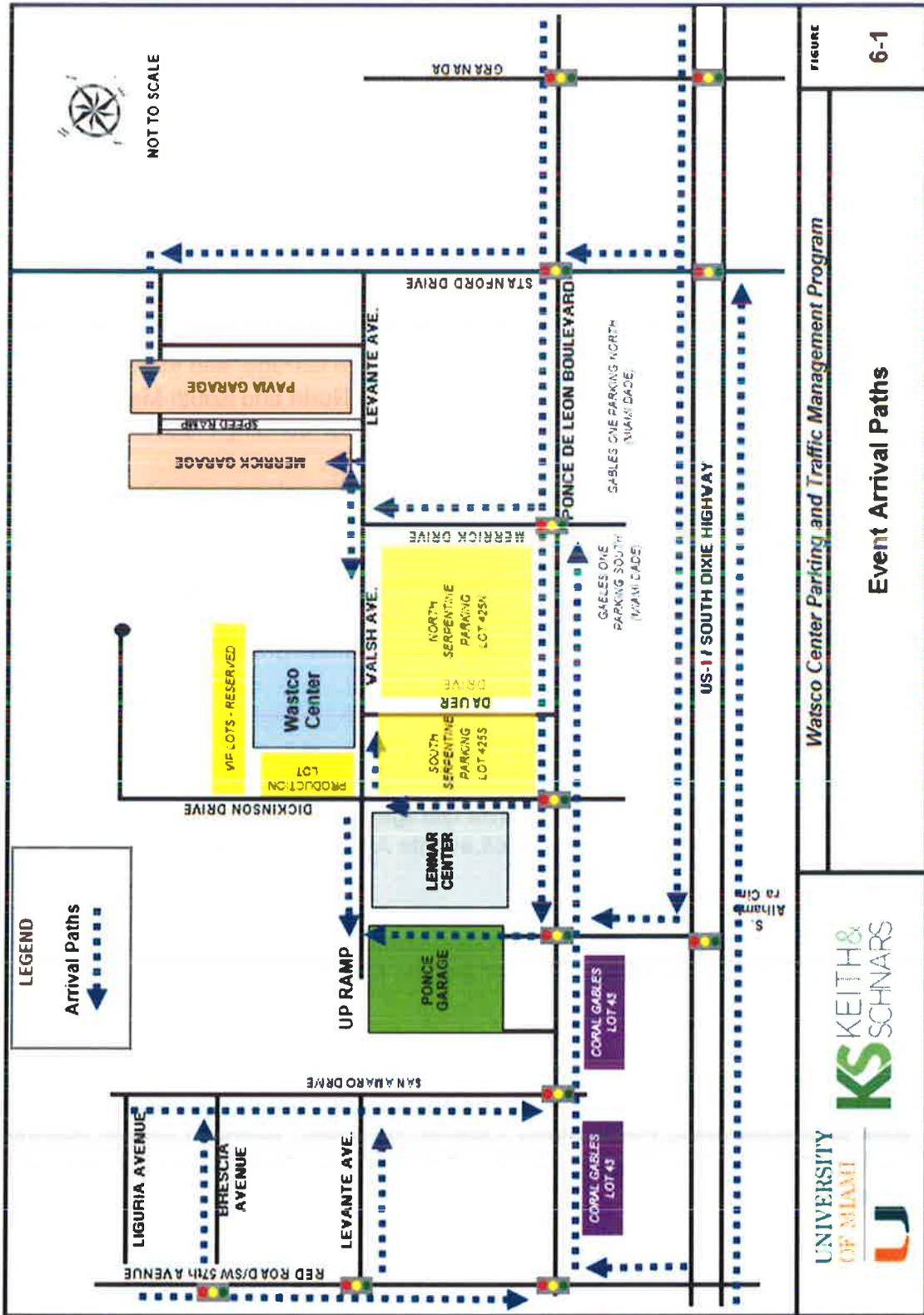
- From US-1 north of Stanford Drive:
  - Inbound: Traffic routed south via Stanford Drive to Ponce de Leon Boulevard and then to Merrick Street , Dickinson Drive, North and South Metro lots, Pavia Garage, Serpentine lot and other lots surrounding the Watsco Center, and the Ponce Garage; and
  - Outbound – Reverse inbound with some traffic going to northbound US-1.
  
- From US-1 south of S. Alhambra Circle:
  - Inbound: Traffic rerouted north via US-1 to S. Alhambra Circle to Ponce de Leon Boulevard, to the entrance to the Ponce Garage; and then to Stanford Drive, Merrick Street , and Dickinson Drive, North and South Metro lots, the Pavia Garage, Serpentine lot and other lots surrounding the Watsco Center; and
  - Outbound – Reverse inbound with some traffic going to southbound Ponce de Leon Boulevard.

**Figures 6-1 and 6-2** present the traffic arrival and departure patterns, respectively. These figures show all possible routes since each event is unique and the final routes are developed at the discretion of the Watsco Center management group in coordination with UMP&T and Police.

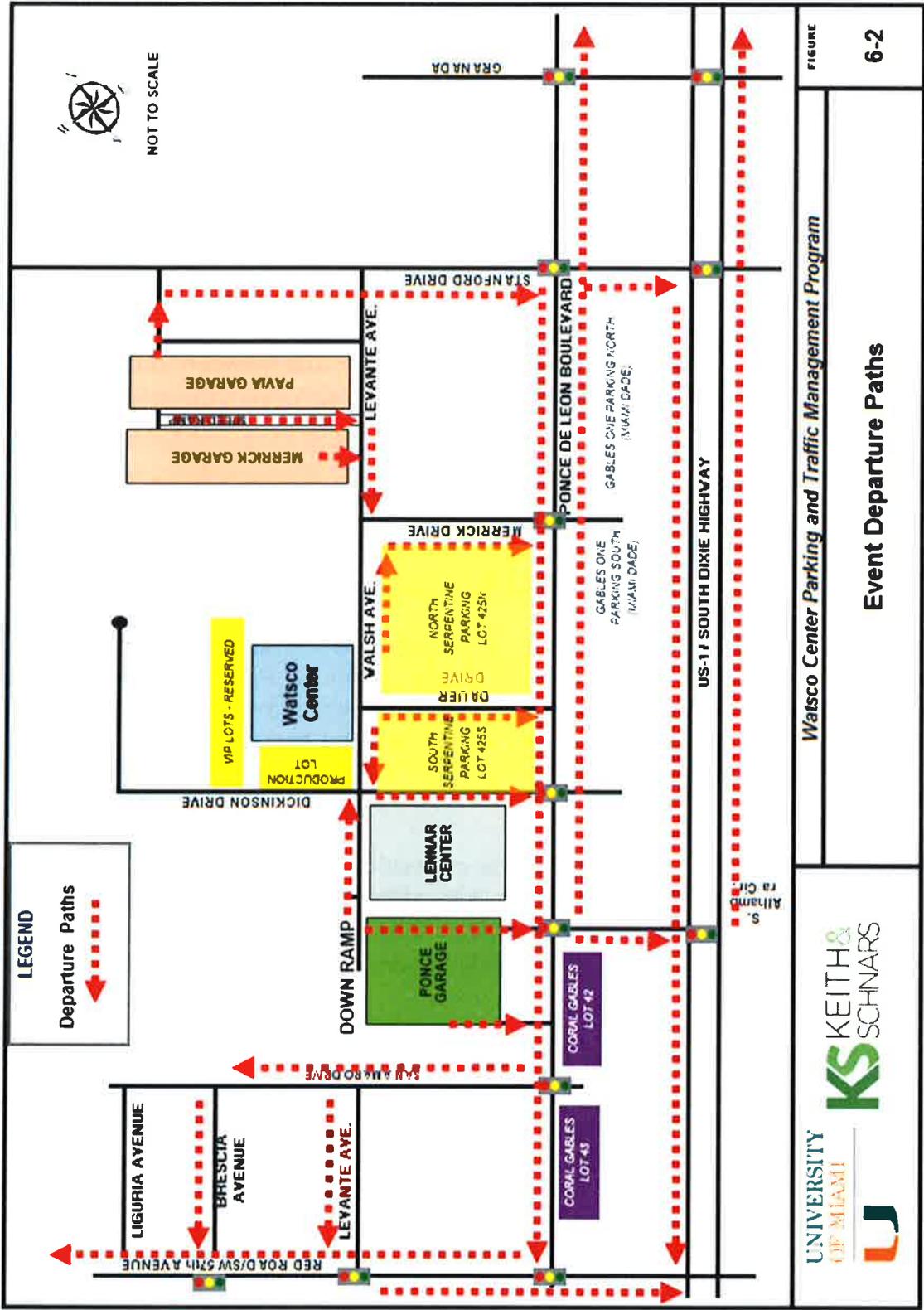
## **6.4 PEDESTRIAN CIRCULATION**

Between the Watsco Center and Merrick/Pavia Garages, the major pedestrian circulation is along the sidewalks on the Walsh Avenue/Levante Avenue corridor as follows:

- The main pedestrian Merrick Garage access portal is located at the southwest corner immediately adjacent to the Walsh Avenue/Levante Avenue corridor. The walk time between the Watsco Center and the Merrick Garage is estimated to be 5 minutes.
  
- The main pedestrian access portals are located along the north end of the Pavia Garage with access to Pavia Street. After exiting the garage, pedestrians would walk southeast along Pavia Street towards the Walsh Avenue/Levante Avenue corridor. The walk time between Watsco Center and the Pavia Garage is estimated to be 8 minutes.



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KS  
Watsco Center Parking and Traffic Management Program  
Event Arrival Paths  
FIGURE 6-1



**Watsco Center Parking and Traffic Management Program**

**Event Departure Paths**

**FIGURE 6-2**



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Between the Watsco Center and Ponce Garage (evening events at 5:00 pm), the pedestrian circulation is along Ponce de Leon Boulevard or Walsh Avenue as follows:

- The Ponce Garage elevator access portal is located at the southeast corner immediately adjacent to Ponce de Leon Boulevard. Pedestrians would proceed to walk to Dickinson Drive where they would turn to the north towards the Walsh Avenue corridor. The walk time between the Watsco Center and Ponce Garage when pedestrians walk along Ponce de Leon Boulevard is estimated to be 5 minutes.
- The Ponce Garage stairwell access portal is located at the northeast corner immediately adjacent to Walsh Avenue. The walk time between Watsco Center and Ponce Garage when pedestrians walk along Walsh Avenue is estimated to be 4 minutes.

Between the Watsco Center and BURGUNDY zone (Lots 42 and 43), pedestrian circulation is along the south side of Ponce de Leon Boulevard. Pedestrians would cross Ponce de Leon Boulevard at S. Alhambra Circle. The walk time is estimated to be 8 minutes from the centroid of the parking lot.

Between the Watsco Center and Metro North / Metro South parking lots, pedestrian circulation is along the south side of Ponce de Leon Boulevard. Pedestrians would cross Ponce de Leon Boulevard at the midblock pedestrian signal at the University Metro Rail station and enter the campus through the YELLOW zone parking lot 425N along the pedestrian walkway. The walk time is estimated to be 7 minutes from the centroid of the parking lot.

Between the Watsco Center and GREY zone, pedestrian circulation is along San Amaro Drive. Pedestrians would cross San Amaro Drive at Ponce de Leon Boulevard if parked on the west side of the road. Pedestrians would then proceed to walk along Ponce de Leon Boulevard to Dickinson Drive. The walk time is estimated to be 13 minutes from the centroid of the GREY zone.

## **6.5 EMERGENCY VEHICLE ACCESS**

Emergency Medical Services (EMS) and fire department vehicles access to and from the Watsco Center is an important consideration in any traffic plan. During major events, Police personnel will be on hand to direct traffic and assist emergency vehicles by clearing paths through the local and event traffic.

Fire and EMS response is provided by the City of Coral Gables Fire Rescue Station at US-1 and Riviera Drive, approximately 1.2 miles north of the Watsco Center. A Miami-Dade Fire Station is located less than a mile away off South Dixie Highway at SW 70<sup>th</sup> Street.

The closest hospital with emergency room services is Doctors' Hospital at University Drive and Pisano Avenue, bordering UM's north campus area.

EMS will be able to access all areas of the Watsco Center. Primary emergency access would be via US-1 and Ponce de Leon Boulevard. The emergency vehicles would then utilize the Walsh Avenue and/or Dauer Drive approaches to the Watsco Center.

## **6.6 WATSCO CENTER ENTRY WAY OPERATION**

The segment of Walsh Avenue that traverses the front of the Watsco Center is normally closed during all events including daytime events to prevent through traffic and congestion at the main entry. The area is kept clear of vehicles to provide a more pedestrian oriented atmosphere. The closures include the following actions:

- On the south segment of Walsh Avenue at Dickinson Drive, the road is closed (portable barriers) just north of the access driveways serving Lots 425S and 431. UM personnel, often supplemented with directional signs, are stationed at the road barriers to direct motorists either to the visitors parking lot (Lot 425S) or to the media/service lot (Lot 431). The latter would require a card key or special pass to enter. Access to Lot 431 can also be made via the driveway off Dickinson Drive, west of Walsh Avenue.
- Dauer Drive is a direct road connection between Ponce de Leon Boulevard and the Walsh Avenue/ Watsco Center, ending as a small roundabout at the Watsco Center's main entrance. The opening and/or closure of the Dauer Drive access is determined by the Watsco Center management team in coordination with UMP&T and Police.
- The connectors between the Dauer Drive roundabout and Walsh Avenue are fenced off, directing motorists to either Lot 425N to the north or Lot 425S to the south.
- On the segment of Walsh Avenue just north of the main entry, the road is fenced off south of the last driveway connection to Lot 425N. UM personnel are stationed at this position to control access to the Watsco Center entry area.

- Access to the Watsco Center entry area is prohibited except for UM parking management or service vehicles, emergency vehicles, special permitted visitors pre-approved by UM/ Watsco Center, and others upon discretion of management.

## **6.7 TRANSPORTATION SERVICES**

Public transportation is available in the form of Metrorail with a station immediately across from campus/Watsco Center and regular Miami-Dade Transit bus service along Ponce de Leon Boulevard. Bus stops are located at Merrick Street, the Metrorail University Station, Dickinson Drive, and the Ponce Garage.

**[Remainder of page intentionally left blank]**

## 7.0 TRAFFIC OPERATIONS PLAN

This section presents the proposed staffing and signing recommendations for the proposed Watsco Center event traffic management plans. The staffing plan and signing locations presented in the Watsco Center PTMP are consistent with those presented in the City-approved October 2016 PTMP, except where noted.

### 7.1 RECOMMENDED PERSONNEL STAFFING AND LOCATION PLAN

#### 7.1.1 Introduction

A management plan of traffic during major events needs professional parking and traffic management field staff or personnel (Staff) supplied and coordinated by the Watsco Center management group, UMP&T, and Police. These personnel have several functions including:

- Managing the filling of the various lots;
- Controlling inbound and outbound traffic at the garages and other major lots;
- Setting up and operating the changeable message signs (when used as needed) along Ponce de Leon Boulevard, street barriers, and other temporary static information signs throughout the area;
- Providing assistance to motorists;
- Assisting with safe pedestrian crossings at the major crossing areas along Walsh Avenue; and
- Staffing the various checkpoints to permit passage only by authorized UM, Watsco Center, Police and Watsco Center media/VIP and staff vehicles.

The role of the Police is to control traffic and pedestrian movements; while, Staff's role is to control and direct the internal campus parking activities. Police personnel may have secondary assignments at the discretion of the Watsco Center management group.

UM currently has effective parking and traffic control staffing plans for each of the three primary event types. UM works closely with Police to assure minimum traffic delays and congestion for both incoming and exiting traffic.

The personnel setups presented in this section assume weekday and evening events during the academic year. Due to the nature of different types of events and their specific needs and scheduling (weekends, holidays, and non-academic year dates), the staffing levels will be coordinated in advance amongst the Watsco Center management group, UMP&T, and Police depending on the type/magnitude of the event.

#### 7.1.2 Recommended Staffing and Location Plan

The recommended traffic control staffing and location plan for Type A events (more than 6,000 attendees) is the following:

1. Two Police at Ponce de Leon Boulevard and South Alhambra Circle;
2. Three Police at Ponce de Leon Boulevard and Dickinson Drive;
3. Two Police at Ponce de Leon Boulevard and Merrick Street;
4. Two Police at Ponce de Leon Boulevard and Stanford Drive;
5. One Police at Ponce de Leon Boulevard and Dauer Drive (optional up to 2 Police);
6. Three UM personnel at Dickinson Drive and Walsh Avenue;
7. Three UM personnel at Merrick Street and Walsh/Levante Avenue;
8. Two UM personnel at Stanford Drive and Levante Avenue;
9. Two UM personnel at Pavia Street and Levante Avenue;
10. Two UM personnel at the Ponce de Leon Garage portal;
11. Two UM personnel at the Merrick Garage portal and speed ramp at Levante Avenue;
12. One UM personnel at the Pavia Garage portal on Pavia Street; and
13. One UM personnel at the Ponce Garage speed ramp on Walsh Avenue (Relocated from Merrick Garage Portal on Merrick Street in the 2016 PTMP).

The recommended traffic control staffing and location plan for Type B events (between 2,000 and 6,000 attendees) include:

1. Two Police at Ponce de Leon Boulevard and South Alhambra Circle;
2. Three Police at Ponce de Leon Boulevard and Dickinson Drive;
3. Two Police at Ponce de Leon Boulevard and Merrick Street ;
4. One Police at Ponce de Leon Boulevard and Stanford Drive;
5. One Police at Ponce de Leon Boulevard and Dauer Drive (optional up to 2 Police);
6. Three UM personnel at Dickinson Drive and Walsh Avenue;
7. Three UM personnel at Merrick Street and Walsh/Levante Avenue;
8. One UM personnel at Stanford Drive and Levante Avenue;

9. One UM personnel at the Ponce de Leon Garage portal;
10. Two UM personnel at the Merrick Garage portal and speed ramp at Levante Avenue;
11. One UM personnel at Pavia Street and Levante Avenue (Reduced from two UM personnel in the 2016 PTMP);
12. One UM personnel at the Ponce Garage speed ramp on Walsh Avenue (Relocated from Merrick Garage Portal on Merrick Street in 2016 PTMP); and
13. One UM personnel at the main Pavia Street portal of the Pavia Garage.

The traffic control actions for Type C events (less than 2,000 attendees) include:

1. Two Police at Ponce de Leon Boulevard and Dickinson Drive;
2. Two Police at Ponce de Leon Boulevard and Merrick Street ;
3. Dauer Drive closed;
4. UM personnel at Dickinson Drive and Walsh Avenue, as necessary; and
5. UM personnel at Merrick Street and Walsh/Levante Avenue, as necessary.

**Figures 7-1** through **7-3** show the location for the parking and traffic control personnel for each event type. The plans are guidelines which may be adjusted by the Watsco Center Management group in collaboration with UMP&T, and Police.

## **7.2 RECOMMENDED SIGNAGE LOCATIONS**

The signing plan is based on the approach routing discussed in **Chapter 6**. The focus of the plan is to separate, to the greatest extent possible, conflicting traffic flows and to afford drivers the easiest approach and departure as well as access to the most convenient parking. Importantly, the plan strives to direct event traffic to use roadways outside of residential areas.

For day to day operations as well as activities with smaller attendance, the existing UM signing identifying the facilities and allowable parking lots and garages for visitor use should suffice. Static signing will also be used to direct drivers with special needs (disabled, media, etc.) since these attendees will be handled in special locations not accessible to the general public.







UM currently has two large portable electronic Variable Message Signs (VMS). These signs will be placed on Ponce de Leon Boulevard north of Stanford Drive and South of S. Alhambra Circle at least two days prior to the event to warn motorists of expected increases in traffic and delays. On the day of the event, the portable VMS should be used to guide drivers to parking locations, and the messages may be adjusted as needed on-site depending on the availability of parking. The message should say the type of event such as "CONCERT", "BASKETBALL", etc.

Temporary static event parking signs can be placed at several locations along the area as listed as follows<sup>1</sup>:

- Ponce de Leon Boulevard – Southbound
  - Northeast corner at Stanford Drive (Reserved ↑ and Event →);
  - Northeast corner at Merrick Street (Reserved → and Event →);
  - Northwest corner at Dickinson Drive (Reserved → and Event ↑);
  - Northwest corner at Dickinson Drive – Include sign with NO RIGHT TURN and message "Lots Full – Go to Ponce Garage ↑", to be used only as needed; and
  - Northwest corner at S. Alhambra Circle/Ponce Garage (Event→).
  
- Ponce de Leon Boulevard – Northbound
  - Southeast corner at San Amaro Drive (Reserved and Event ↑ and →);
  - Southwest corner
  - Southeast corner at S, Alhambra Circle (Event Parking ← and ↑ and Reserved Parking ↑);
  - Southeast corner at Dickinson Drive (Reserved ←, All Event Parking ↑); and
  - Southeast corner at Merrick Street (Reserved and Event Parking ←).
  
- Stanford Drive – Westbound
  - Northeast corner at Ponce de Leon Boulevard (Reserved ← and All Event ← and ↑);

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<sup>1</sup> For signing purposes only, the following roadway orientations are assumed: North-South – Ponce de Leon Boulevard, US-1 and Red Road. East-West – Granada Boulevard, Stanford Drive, Merrick Street, Dauer Drive, Dickinson Drive, S. Alhambra Circle, and San Amaro Drive.

- Median at Levante Avenue (Event Parking ←); and
  - Northwest corner at Pavia Street Extension (All Event ←) [New, not in 2016 PTMP].
- Merrick Street – Westbound
    - Median at Levante Avenue (Reserved ←); and
    - Northeast corner at Levante Avenue (All Event →) [Note: Changed from 2016 PTMP].
- Dickinson Drive – Westbound
    - Northeast corner at Walsh Avenue (Reserved Parking → and ↑, Event Parking ←) [Note: Changed from 2016 PTMP]; and
    - Northeast corner at Lot 431 (Reserved Parking →).
- Dickinson Drive – Eastbound
    - Southwest corner at Walsh Avenue (Reserved Parking ←, Event Parking →).
- Levante Avenue -- Northbound
    - Northeast corner at Merrick Garage driveway (All Event ←) [New, not in 2016 PTMP]; and
    - Northeast corner at Merrick Garage Speed Ramp (All Event ←) [New, not in 2016 PTMP].
- Levante Avenue – Southbound
    - Northwest corner at Pavia Street (All Event Parking →); and
    - Northwest corner at Merrick Garage Speed Ramp (All Event →) [New, not in 2016 PTMP]
- Pavia Street – Westbound
    - Pavia Garage portal – (Event Parking ←).

- S. Alhambra Circle – Westbound
  - Northeast corner at S. Alhambra Circle and Ponce de Leon Boulevard (Reserved → and All Event → and ↑).
- San Amaro Drive – Eastbound
  - Southwest corner at Ponce de Leon Boulevard (All Event ← and ↑).

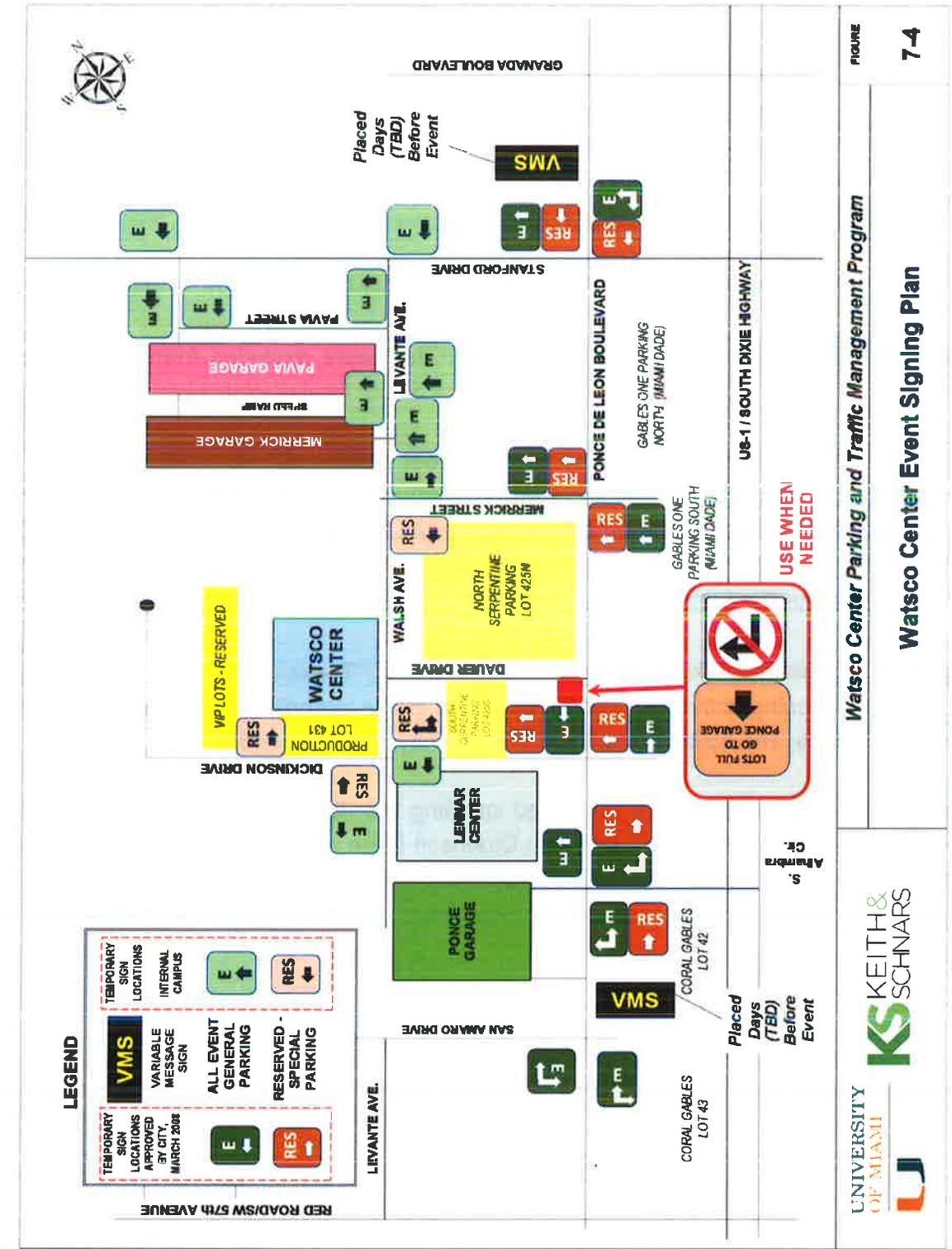
The following signs from the approved 2016 PTMP were excluded from the Watsco Center PTMP due to permanent closure of Merrick Street west of Walsh/Levante Avenue:

- Northbound Dickinson Drive at Merrick Street (All Event →);
- Westbound Merrick Street and Merrick Garage main portal (All Event →);
- Northbound Merrick Street at Pavia Street (All Event →);
- Southbound Merrick Street at Pavia Street (All Event ←); and
- Eastbound Pavia Street at Pavia Garage entrance (All Event →).

**Figure 7-4** shows the parking management signing plan. These control actions are typical for weekday evening activities. For Types A and B, the actions are applied as required during weekends. The actions for a Type C event may not be applied on weekends.

The City of Coral Gables police requested installing two (2) permanent message boards along Ponce de Leon Boulevard between Dickinson Drive and Stanford Drive. However, City's zoning code Section 5-1902 (D) (13) prohibits the use of "Electronic Signs".

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Watsco Center Parking and Traffic Management Program

Watsco Center Event Signing Plan

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FIGURE 7-4

# Appendix 7A

**CITY OF CORAL GABLES, FLORIDA**

**ORDINANCE NO. 2007-16**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*H1. Modification of Previously Approved Demolition of Jerry Herman Theater*

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

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

**Findings:** The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

Findings:     The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

*H6. Art Building 1 Partial Restoration/Replication.*

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

Description: Demolition and Replacement of Whitten Learning Center.

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings:

The 2006 UMCAD application submission demonstrates that:

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

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

*H9. Lowe Art Museum Addition Site.*

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

**Findings:** The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

*H17. Wellness Center Addition Site.*

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

Findings: The 2006 UMCAD application submission demonstrates that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the University proportionate share for development pursuant to the approved UMCAD. In the event that applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.
6. *H6 - Art Building 1 Partial Restoration.*
  - a. The applicant shall submit within 120 days of approval of these UMCAD 2006 amendments, an application to the Historic Resources Department for Historic Preservation Board determination as to whether the Arts buildings should be designated as a local historic landmark; and if the buildings are so designated, the University shall apply for a special certificate of appropriateness for the proposed partial demolition/restoration of the buildings and to comply with the terms and conditions of the certificate.
7. *H7 - Demolition and Replacement of Whitten Learning Center.*
  - a. UMCAD 2006 Amendment H7 in approved with no conditions.

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

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

9. *H9 - Lowe Art Museum Addition.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. *H17 - Wellness Center Addition Site.*

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

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

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

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

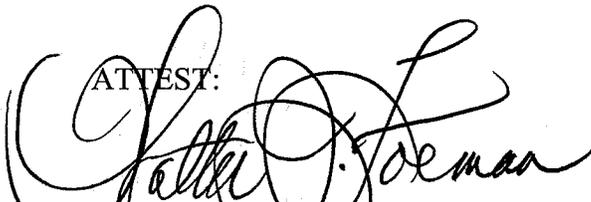
(Moved: Anderson / Seconded: Kerdyk)  
(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)  
(Unanimous 5-0 Vote)  
(Agenda Item E-3)

APPROVED:



DONALD D. SLESNICK II  
MAYOR

ATTEST:



WALTER J. FOEMAN  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



ELIZABETH HERNANDEZ  
CITY ATTORNEY

# Appendix 7B



**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 Northwesterly 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. 57<sup>th</sup> 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 Northwesterly Right of Way line of University Drive; thence Southwesterly along said Northwesterly 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 Northwesterly Right of Way line of Ponce de Leon Boulevard; thence Southwesterly along said Northwesterly 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. 57<sup>th</sup> 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.

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

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

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

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

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

6. Mitigation and impact fees.

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

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

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

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

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

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

1. *H1 - Retain the Jerry Herman Theatre Complex.*
  - a. UMCAD 2006 amendment H1 is approved subject to a maximum building height of one (1) floor.
2. *H2 - Renovation and Expansion of the Norman A. Whitten University Center; Demolition of Charles A. Gauthier Hall "Rathskeller"; and a New Student Activity Center.*
  - a. The approval of the 2006 UMCAD Amendment H2 shall be subject to the submission of the UMCAD Regional Traffic Study (UMRTS) to the City of Coral Gables on or before August 1, 2007. If the City Manager determines that the UMRTS is insufficient, the City Manager shall provide applicant with a written statement describing with specificity the manner in which the Assessment is insufficient within sixty (60) days after submission of the Assessment. UM shall submit the additional information required to make the UMRTS sufficient within thirty (30) days. The City will have 30 days for final review of the UMRTS. The City Manager shall use the results of the UMRTS to establish the University proportionate share for development pursuant to the approved UMCAD. In the event that applicant does not agree with the City Manager's decision with regard to the proportionate share, the applicant shall have the right to appeal such determination to the City Commission. In the event that the applicant shall fail to submit the UMRTS on or before August 1, 2007, or in the event that the Assessment is timely submitted, but the City Manager determines that the submitted Assessment is insufficient, no further building permits shall be issued for UMCAD development until the UMRTS is submitted and determined to be sufficient by the City Manager. Proportionate share fee, as defined in the UMRTS is not applicable to any roadway mitigation within the UMCAD limits (referenced on Exhibit 2 of the UMRTS MLOU) or any of the residential streets included in the UMRTS. Any traffic mitigation required within the UMCAD limits or on any residential streets will be designed, permitted, and constructed by the applicant at their cost. Proportionate share fee shall be assessed and/or paid by January 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> of the years 2010, 2015 and 2020 as provided for in the MLOU. Failure to provide proportionate share fee shall result in no further issuance of any UMCAD 2006 amendment building permits or certificate of occupancy/certificate's of use.
6. *H6 - Art Building 1 Partial Restoration.*
  - a. The applicant shall submit within 120 days of approval of these UMCAD 2006 amendments, an application to the Historic Resources Department for Historic Preservation Board determination as to whether the Arts buildings should be designated as a local historic landmark; and if the buildings are so designated, the University shall apply for a special certificate of appropriateness for the proposed partial demolition/restoration of the buildings and to comply with the terms and conditions of the certificate.
7. *H7 - Demolition and Replacement of Whitten Learning Center.*
  - a. UMCAD 2006 Amendment H7 in approved with no conditions.
8. *H8 - Increased Building Area for Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase I; Miguel B. Fernandez Family Entrepreneurship Building at the School of Business Administration, Residential and Academic Site Phase II; and Demolition of Behavioral Medicine Research Institute.*
  - a. Prior to the issuance of a building permit for 2006 UMCAD Amendment H3 the applicant shall satisfy the following:
    - i. Submission of a local traffic impact and access study of the development authorized by approval of 2006 UMCAD Amendment H8 in accordance with the local traffic impact and access study methodology set out in the MLOU to the City Manager, together with a mitigation plan for any traffic or access impacts identified in the study; and,

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

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

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

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

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

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

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

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

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

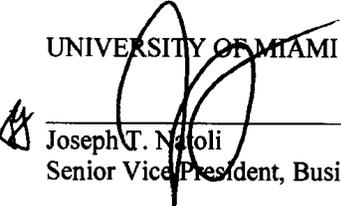
*NOW, THEREFORE*, for good and valuable consideration, the undersigned does hereby declare that it will not convey or cause to be conveyed the title to the above referenced Property without requiring the successor in title to abide by all the terms and conditions set forth herein.

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

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

ATTEST:

  
 \_\_\_\_\_  
 Aileen M. Ugalde  
 Vice President, General Counsel  
 And Secretary

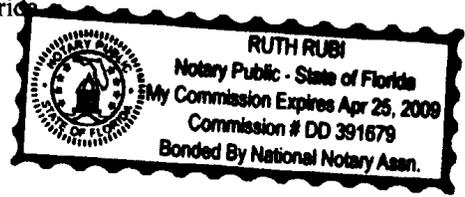
UNIVERSITY OF MIAMI  
 By:  \_\_\_\_\_ *JUN 14*  
 Joseph T. Nofoli  
 Senior Vice President, Business and Finance

STATE OF FLORIDA     )  
   ) ss.  
 COUNTY OF DADE         )

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

Ruth Rubi  
Notary Public, State of Florida

My Commission expires:



Approved as to form and content:

Elizabeth M. Hernandez  
ELIZABETH M. HERNANDEZ  
CITY ATTORNEY

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

# Appendix 7C

CHARLIE.SIEMON@GRAY-ROBINSON.COM

October 3, 2013

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

Dear Janet:

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

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

Sincerely,



Charlie L. Siemon

CLS/lgh

# Appendix 7D

# Certificate of Occupancy



## City of Coral Gables

Parcel Address 1330 MILLER DR  
RATHSKELLER  
CORAL GABLES, FL 33146

Permit Number: BL-11-04-5599

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

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

Parcel Number: 03-4130-015-0010

Owner: UNIVERSITY OF MIAMI & W INS & R

Permit Holder: MOSS & ASSOCIATES

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

Date:

6/18/14

  
\_\_\_\_\_  
Building Official

INVALID WITHOUT AN APPROVED SIGNATURE

# Appendix 7E

# Certificate of Occupancy



## City of Coral Gables

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

Permit Number: BL-12-12-0561

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

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

Parcel Number: 03-4130-015-0010

Owner: UNIVERSITY OF MIAMI INS & R E

Permit Holder: UNIVERSITY OF MIAMI INS & R E

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

Date:

11/28/14

  
Building Official

INVALID WITHOUT AN APPROVED SIGNATURE

# Appendix 7F

**From:** "Leen, Craig" <[cleen@coralgables.com](mailto:cleen@coralgables.com)>

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

**To:** 'Emily Vaughan' <[evaughan@shubinbass.com](mailto:evaughan@shubinbass.com)>

**Cc:** "Trias, Ramon" <[rtrias@coralgables.com](mailto:rtrias@coralgables.com)>, "Gavarrete, Janet L." <[jgavarrete@miami.edu](mailto:jgavarrete@miami.edu)>, Jeff Bass <[jbass@shubinbass.com](mailto:jbass@shubinbass.com)>, "Wu, Charles" <[cwu@coralgables.com](mailto:cwu@coralgables.com)>, "Ramos, Miriam" <[mramos@coralgables.com](mailto:mramos@coralgables.com)>, "Figueroa, Yaneris" <[yfigueroa@coralgables.com](mailto:yfigueroa@coralgables.com)>

**Subject:** RE: University of Miami - Development Agreement

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

**Craig E. Leen, City Attorney**

*Board Certified by the Florida Bar in  
City, County and Local Government Law*

City of Coral Gables

405 Biltmore Way

Coral Gables, Florida 33134

Phone: (305) 460-5218

Fax: (305) 460-5264

Email: [cleen@coralgables.com](mailto:cleen@coralgables.com)

# Appendix 7G

## CITY OF CORAL GABLES, FLORIDA

### ORDINANCE NO. 2016-56

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Internal Road and Access.**

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

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

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

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

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

executed hereunder.

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

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

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

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

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

(Moved: Keon / Seconded: Quesada)

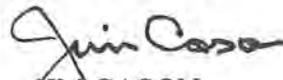
(Yeas: Slesnick, Keon, Quesada, Cason)

(Majority: (4-1) Vote)

(Nays: Lago)

(Agenda Item: E-1)

APPROVED:

  
JIM CASON  
MAYOR

ATTEST:

  
WALTER J. FOEMAN  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
CRAIG E. LEEN  
CITY ATTORNEY

# Appendix 7H



## The City of Coral Gables

Development Services Department

CODE ENFORCEMENT DIVISION

427 BILTMORE WAY, SUITE 100

CORAL GABLES, FLORIDA 33134

August 20, 2018

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

RE: Internal Road – University of Miami

Dear Ms. Gavarrette:

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

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

Sincerely,

A handwritten signature in black ink that reads "Charles K. Wu".

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

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

# Appendix 8A



**CITY OF CORAL GABLES, FLORIDA**

**ORDINANCE NO. 2011-03**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. All fire access roads and lanes shall be maintained and prohibited from any obstructions thereafter per Florida Fire Prevention Code NFPA 1-18.2.3.5.1.  
(All mapping and legal descriptions are on file in the Planning Department).

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

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

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

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

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

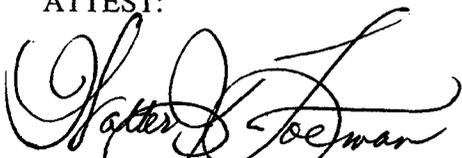
PASSED AND ADOPTED THIS TWENTY-FIFTH DAY OF JANUARY, A.D., 2011.  
(Moved: Kerdyk / Seconded: Withers)  
(Yeas: Withers, Anderson, Kerdyk, Slesnick)  
(Majority: (4-0) Vote)  
(Absent: Cabrera)  
(Agenda Item: E-2)

APPROVED:



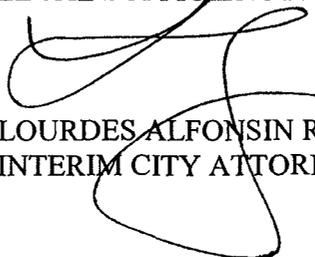
DONALD D. SLESNICK II  
MAYOR

ATTEST:



WALTER J. FOEMAN  
CITY CLERK

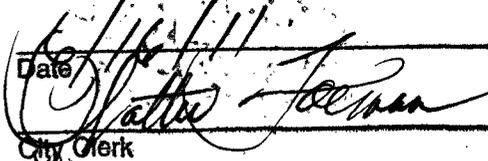
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



LOURDES ALFONSIN RUIZ  
INTERIM CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

Date: 1/25/11  
  
City Clerk

# Appendix 8B

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



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

**EASEMENT OF ACCESS**

This Easement of Access Agreement ("Agreement") made this <sup>4th</sup> ~~15th~~ <sup>June</sup> 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 law enforcement, fire and life safety, code enforcement and any and all other municipal purposes; and

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

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

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

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

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

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

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

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

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

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

9. DATE. This Agreement shall become effective as of the date hereof.
10. AMENDMENT. This Agreement may be amended from time to time by mutual written consent of the parties.
11. COVENANT RUNNING WITH THE LAND. This Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of Grantor and Grantee, as the case may be, and their respective successors and assigns.
12. NO PUBLIC DEDICATION. Nothing contained in this Agreement shall, in any way, be deemed to constitute a gift of or dedication of any portion of any lands described herein to the general public or for the benefit of the general public whatsoever, it being the intention of the Parties that this Agreement shall be limited to and used for the purposes expressed in this Agreement and only for the benefit of the Grantee and Grantor.

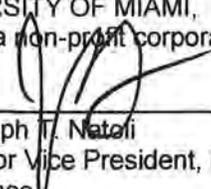
In witness whereof, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered  
in presence of:

Meghan Halley  
Print Name

Meghan Halley  
Print Name

UNIVERSITY OF MIAMI,  
a Florida non-profit corporation

By:   
Joseph J. Natoli  
Senior Vice President, Business and  
Finance



**Exhibit A**



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

**"Theo. Dickinson Drive"**

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Theo. Dickinson Drive", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd". (University Concourse) as shown on said Plat.

ON THE WEST: By the Westerly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

ON THE NORTH: By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

ON THE EAST: By the Easterly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

Note: This description includes that portion of said "Theo Dickinson Drive" as vacated by the City of Coral Gables pursuant to City Ordinance Number 2682, adopted February 24, 1987 and recorded March 30, 1987 in Official Records Book 13227 at Page 1306 of the Public Records of Dade County (now Miami-Dade County), Florida. This vacated portion of the Right of Way was included in the foregoing legal description due to the positional uncertainty of the legal description for same set forth in said City Ordinance.

**"Wm. E. Walsh Ave."**

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Wm. E. Walsh Ave.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, and the recorded Plat of UNIVERSITY OF MIAMI DAUER TRACT, according to the Plat thereof, as recorded in Plat Book 161 at Page 60 of the Public Records of Miami-Dade County, Florida being butted and bounded as follows, viz.:

ON THE WEST: By the Westerly Right of Way line of "Theo. Dickinson Drive" as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

ON THE NORTH: By the Northerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST: By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

ON THE SOUTH: By the Southerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**"Geo. E. Merrick St."**

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Geo. E. Merrick St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said Plat.

ON THE WEST: By the Westerly Right of Way line of said "Geo. E. Merrick St." as shown on said Plat.

ON THE NORTH: By the Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

ON THE EAST: By the Easterly Right of Way line of said "Geo. E. Merrick St.", extending Northerly and Easterly from its Point of Intersection with the aforementioned Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) to a Point of Intersection with the Northerly prolongation of the Westerly Right of Way line of "Pavia St." as shown on said Plat and Northerly along said Northerly prolongation of the Westerly Right of Way line of "Pavia St." to its Point of Intersection with said Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat. Said Northerly prolongation of the Westerly Right of Way line of "Pavia St." is the same as the Westerly Line of a portion of said "Geo. E. Merrick St." as previously vacated by the City Commission of the City of Coral Gables, Florida, pursuant to Ordinance Number 976, as passed and adopted on June 26, 1956.

**"Henry King Stanford Drive/Pavia St./Ave. Levante"  
Parcels abutting properties owned by Religious Entities**

Those certain parcels of land abutting the properties of several religious entities, situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as portions of "Ave. Levante", "Pavia St." and "Henry King Stanford Drive" (as changed per City of Coral Gables Resolution Number 22882 and referred to as such for the balance of these Legal Descriptions), formerly known as "Miller

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
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

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

Annual Conference of the United Methodist Church, Inc. as recorded in Official Records Book 8474 at Page 335 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Methodist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 265.35 feet to a Point of Curvature of the arc of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesterly along said Centerline of "Ave. Levante" and along the arc of said curve, having a Radius of 55.00 feet and a Central Angle of 90°00'00" for 86.39 feet to a Point of Intersection with the Centerline of "Pavia St." as shown said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and the Point of Tangency; thence N39°40'30"W along said Centerline of "Ave. Levante" for 129.50 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue N39°40'30"W along said Centerline of "Ave. Levante" for 95.55 feet; thence departing said Centerline of "Ave. Levante", N50°19'30"E for 30.00 feet to a Point of Intersection with the Northeastly Right of Way line of said "Ave. Levante" and the most Westerly corner of the Methodist Property; thence S39°40'30"E along said Northeastly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property for 95.55 feet to the most Southerly corner of the Methodist Property; thence departing said Northeastly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property, S50°19'30"W for 30.00 feet to the Point of Beginning.

**Parcel III**

Those portions of "Ave. Levante" and "Pavia St." abutting property owned by the Board of Trustees for the Christian Science Organization, University of Miami as recorded in Official Records Book 1609 at Page 72 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Christian Science Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 171.01 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue S50°19'30"W along said Centerline of "Ave. Levante" for 94.34 feet to a Point of Curvature of the arc of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesterly along said Centerline of "Ave. Levante" and along the arc of said curve, having a Radius of 55.00 feet and a Central Angle of 90°00'00" for 86.39 feet to a Point of Intersection with the Centerline of "Pavia St." as shown said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and the Point of Tangency; thence N39°40'30"W along said Centerline of "Pavia St." for 129.50 feet; thence departing said Centerline of "Pavia St.", N50°19'30"E for 30.00 feet to a Point of Intersection with the Northeasterly Right of Way line of said "Pavia St.", with said Point of Intersection also being the most Westerly corner of the Christian Science Property; thence S39°40'30"E along said Northeasterly Right of Way line of "Pavia St." and the Southwesterly Line of the Christian Science Property for 129.50 feet to a Point of Curvature of a circular curve concave to the North; thence Southeasterly, Easterly and Northeasterly along said Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Christian Science Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Northwesterly Right of Way line of said "Ave. Levante" and the Southeasterly Line of the Christian Science Property, the same Point of Intersection also being the Point of Tangency; thence N50°19'30"E along said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property for 94.34 feet to the most Easterly corner of the Christian Science Property; thence departing said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property, S39°40'30"E for 30.00 feet to the Point of Beginning.

**Parcel IV**

Those portions of "Ave. Levante" and "Henry King Stanford Drive" abutting property owned by the Florida Baptist Convention as recorded in Deed Book 3826 at Page 31 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Baptist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI with said Point of Intersection also being the Point of Beginning of the hereinafter described parcel of land; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 171.01 feet thence departing said Centerline of "Ave. Levante",

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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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 FLAT 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,

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property with said Point of Intersection also being the Point of Tangency; thence S50°19'30"W along said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property for 179.55 feet to the most Westerly corner of the Diocese Property; thence departing said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property, N39°40'30"W for 30.00 feet to a Point of Intersection with the Centerline of said "Ave. Levante"; thence N50°19'30"E along said Centerline of "Ave. Levante" for 254.55 feet to a Point of Intersection with the Centerline of said "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 130.00 feet to the Point of Beginning.

**Parcel VI**

Portions of "Henry King Stanford Drive" abutting property owned by the Miami Hillel Foundation, Inc. as recorded in Deed Book 3803 at Page 453 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Hillel Property.")

Begin at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"E along said Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse) for 75.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and a Point of Cusp of the arc of a circular curve concave to the West, with said Point of Cusp bearing S39°40'30"E from the center of said curve; thence Northeasterly, Northerly and Northwesterly along the arc of said Southwesterly Right of Way line of "Henry King Stanford Drive", the Northeasterly Line of the Hillel Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence N39°40'30"W along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property for 95.00 feet to the most Northerly corner of the Hillel Property; thence departing said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property, N50°19'30"E for 50.00 feet to a Point of Intersection with said Centerline of "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 120.00 feet to the Point of Beginning.

**"Henry King Stanford Drive" (Remainder)**

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Henry King Stanford Drive", the same as more fully described as "Miller Drive" on the recorded Plat of AMENDED PLAT

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE WEST: By the Westerly Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

ON THE NORTH: By the Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST: By the Easterly Right of Way line of said "Henry King Stanford Drive" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

Less therefrom:

Those portions of the parcels identified as Parcels I, IV, V and VI respectively, that lie within the boundaries of "Henry King Stanford Drive" as described above.

**"Henry King Stanford Drive" (As replatted)**

A parcel of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as being a portion of "Henry King Stanford Drive", the same as more fully described as all of Tract "D" of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

**"Ave. Levante" and "Pavia St."**

Those strips of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Ave. Levante" and "Pavia St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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recorded in Plat Book 46 at Page 81 and the recorded Plat of REVISED Plat OF CORAL GABLES RIVIERA SECTION PART 7, according to the Plat thereof, as recorded in Plat Book 28 at Page 45, both of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

**ON THE NORTH:** By the Southerly Right of Way line of "Geo. E. Merrick St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**ON THE EAST AND NORTH:** By the Southwesterly Right of Way line of said "Pavia St." as shown on said recorded Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7, together with the Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Right of Way line of "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**ON THE SOUTH:** By the Southeasterly Right of Way line of said "Ave. Levante" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**ON THE WEST:** By the Southwesterly Right of Way line of "Pavia St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

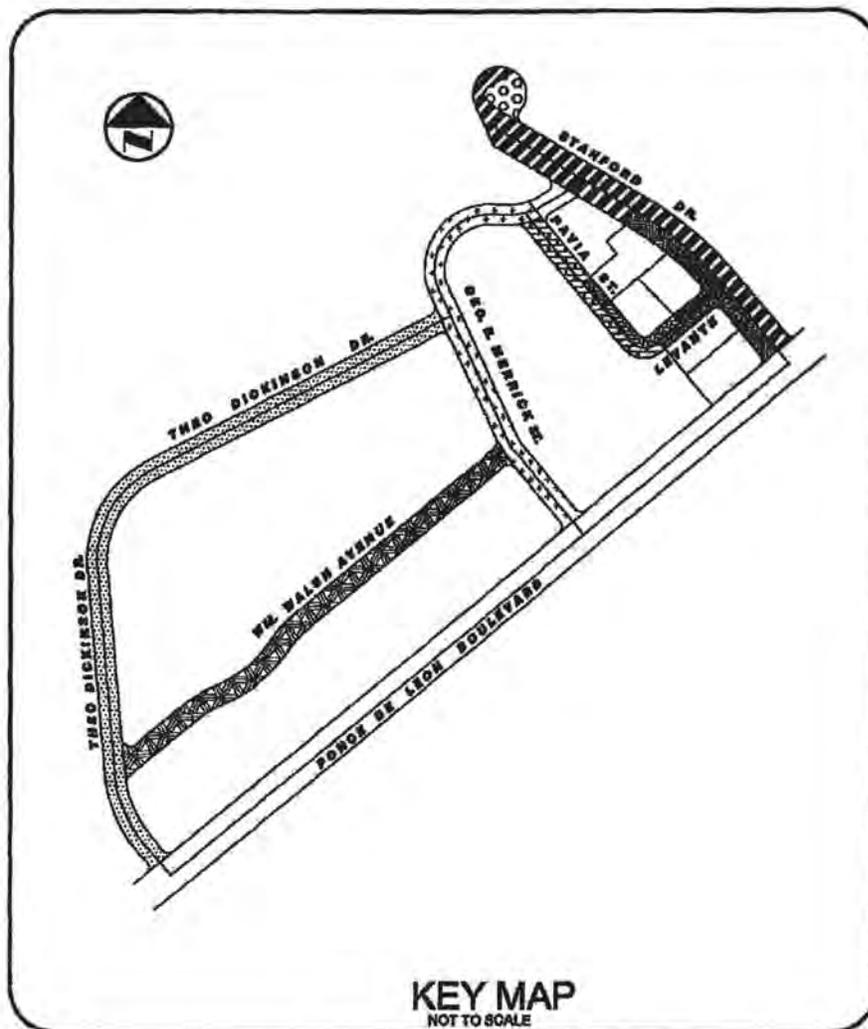
Less therefrom:

Those portions of the parcels identified as Parcels II, III, IV and V respectively, that lie within the boundaries of "Pavia St." and "Ave. Levante" as described above.

It is the express intent of these Legal Descriptions to encompass all of the Public Rights of Way within the University of Miami Main Campus, known as "Henry King Stanford Drive" (Miller Drive), "Ave. Levante", "Pavia St.", "Geo. E. Merrick St.", "Wm. E. Walsh Ave." and "Theo. Dickinson Drive", the same as more fully described on the underlying and abutting Plats of record, reference to which is made for a more full and complete description of the contents thereof.



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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 CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

**AREA TABULATION**

DESCRIPTION	SQUARE FEET ±	ACRES ±
THEO. DICKINSON DRIVE	135,753	3.12
WM. E. WALSH AVENUE	89,638	2.06
GEO. E. MERRICK ST.	75,830	1.74
PAVIA ST. AVE. LEVANTE (REMAINDER)	24,757	0.57
HENRY KING STANFORD DRIVE (REMAINDER)	89,867	2.06
TRACT "D" (P.B. 77, P.66)	11,249	0.26
PARCEL I	7,751	0.18
PARCEL II	2,867	0.07
PARCEL III	8,600	0.20
PARCEL IV	13,313	0.31
PARCEL V	12,771	0.29
PARCEL VI	6,134	0.14
<b>TOTAL:</b>	<b>478,530</b>	<b>11.00</b>

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# Appendix 8C



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

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

**EASEMENT AS TO PARKING METERS**

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

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

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

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

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

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

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

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

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

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

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

7. AMENDMENT. This Agreement may be amended from time to time by mutual written consent of the parties.

8. RELEASE OF EASEMENT. The perpetual easement granted herein may be released at any time, if UM and the City agree to a buyout of the metered parking spaces for the net present value of the revenue generated by the original meters. The amount of annual net revenue shall be established by no later than March 1, 2011.

9. COVENANT RUNNING WITH THE LAND. This Agreement and all conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of Grantor and Grantee, as the case may be, and their respective successors and assigns.

In witness whereof, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered  
in presence of:

Meghan Halley  
Print Name

Meghan Halley

UNIVERSITY OF MIAMI,  
a Florida non-profit corporation

By: [Signature]  
Joseph T. Natoli  
Senior Vice President, Business and  
Finance

Signed, sealed and delivered  
in presence of:

Walter Foerger  
Print Name

Walter Foerger  
Print Name

CITY OF CORAL GABLES, a municipal corporation of  
the State of Florida

By: [Signature]  
Patrick Salerno  
City Manager



**Exhibit A**



**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

**"Theo. Dickinson Drive"**

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Theo. Dickinson Drive", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

**ON THE SOUTH:** By the Northerly Right of Way line of "Ponce de Leon Blvd". (University Concourse) as shown on said Plat.

**ON THE WEST:** By the Westerly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

**ON THE NORTH:** By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

**ON THE EAST:** By the Easterly Right of Way line of said "Theo. Dickinson Drive" as shown on said Plat.

Note: This description includes that portion of said "Theo Dickinson Drive" as vacated by the City of Coral Gables pursuant to City Ordinance Number 2682, adopted February 24, 1987 and recorded March 30, 1987 in Official Records Book 13227 at Page 1306 of the Public Records of Dade County (now Miami-Dade County), Florida. This vacated portion of the Right of Way was included in the foregoing legal description due to the positional uncertainty of the legal description for same set forth in said City Ordinance.

**"Wm. E. Walsh Ave."**

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Wm. E. Walsh Ave.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, and the recorded Plat of UNIVERSITY OF MIAMI DAUER TRACT, according to the Plat thereof, as recorded in Plat Book 161 at Page 60 of the Public Records of Miami-Dade County, Florida being butted and bounded as follows, viz.:

**ON THE WEST:** By the Westerly Right of Way line of "Theo. Dickinson Drive" as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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ON THE NORTH: By the Northerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

ON THE EAST: By the Westerly Right of Way line of "Geo. E. Merrick St." as shown on said Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and UNIVERSITY OF MIAMI DAUER TRACT.

ON THE SOUTH: By the Southerly Right of Way line of said "Wm. E. Walsh Ave." as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**"Geo. E. Merrick St."**

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Geo. E. Merrick St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

ON THE SOUTH: By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said Plat.

ON THE WEST: By the Westerly Right of Way line of said "Geo. E. Merrick St." as shown on said Plat.

ON THE NORTH: By the Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat.

ON THE EAST: By the Easterly Right of Way line of said "Geo. E. Merrick St.", extending Northerly and Easterly from its Point of Intersection with the aforementioned Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) to a Point of Intersection with the Northerly prolongation of the Westerly Right of Way line of "Pavia St." as shown on said Plat and Northerly along said Northerly prolongation of the Westerly Right of Way line of "Pavia St." to its Point of Intersection with said Northerly Right of Way line of "Geo. E. Merrick St." as shown on said Plat. Said Northerly prolongation of the Westerly Right of Way line of "Pavia St." is the same as the Westerly Line of a portion of said "Geo. E. Merrick St." as previously vacated by the City Commission of the City of Coral Gables, Florida, pursuant to Ordinance Number 976, as passed and adopted on June 26, 1956.

**"Henry King Stanford Drive/Pavia St./Ave. Levante"  
Parcels abutting properties owned by Religious Entities**

Those certain parcels of land abutting the properties of several religious entities, situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as portions of "Ave. Levante", "Pavia St." and "Henry King Stanford Drive" (as changed per City of Coral Gables Resolution Number 22882 and referred to as such for the balance of these Legal Descriptions), formerly known as "Miller

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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Drive," the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida and being more particularly described by metes and bounds as follows, viz.:

**Parcel I:**

A portion of "Henry King Stanford Drive" abutting property owned by the Board of Trustees of the Florida Annual Conference of the United Methodist Church, Inc. as recorded in Official Records Book 8474 at Page 335 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Methodist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Curvature of a circular curve concave to the Southwest, the same Point of Curvature also being a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence Northwesterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 11°26'55" for 195.72 feet to the Point of Beginning of the hereinafter described parcel of land; thence departing said Centerline of "Henry King Stanford Drive", S38°52'35"W along a line radial to the last described curve for 50.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and the most Easterly corner of the Methodist Property; thence Northwesterly along the arc of a circular curve, the same being the Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property, having a Radius of 929.52 feet and a Central Angle of 07°52'21" for 127.72 feet to the Point of Tangency; thence N58°59'45"W along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property for 23.86 feet to the most Northerly corner of said Methodist Property; thence departing said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Methodist Property, N31°00'15"E for 50.00 feet to a Point of Intersection with said Centerline of "Henry King Stanford Drive"; thence S58°59'45"E along said Centerline of "Henry King Stanford Drive" for 23.86 feet to a Point of Curvature of a circular curve concave to the Southwest; thence Southeasterly along said Centerline of "Henry King Stanford Drive" and the arc of said curve, having a Radius of 979.52 feet and a Central Angle of 07°52'21" for 134.58 feet to the Point of Beginning.

**Parcel II**

A portion of "Pavia St." abutting property owned by the Board of Trustees of the Florida

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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Annual Conference of the United Methodist Church, Inc. as recorded in Official Records Book 8474 at Page 335 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Methodist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 265.35 feet to a Point of Curvature of the arc of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesterly along said Centerline of "Ave. Levante" and along the arc of said curve, having a Radius of 55.00 feet and a Central Angle of 90°00'00" for 86.39 feet to a Point of Intersection with the Centerline of "Pavia St." as shown said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and the Point of Tangency; thence N39°40'30"W along said Centerline of "Ave. Levante" for 129.50 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue N39°40'30"W along said Centerline of "Ave. Levante" for 95.55 feet; thence departing said Centerline of "Ave. Levante", N50°19'30"E for 30.00 feet to a Point of Intersection with the Northeastly Right of Way line of said "Ave. Levante" and the most Westerly corner of the Methodist Property; thence S39°40'30"E along said Northeastly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property for 95.55 feet to the most Southerly corner of the Methodist Property; thence departing said Northeastly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Methodist Property, S50°19'30"W for 30.00 feet to the Point of Beginning.

**Parcel III**

Those portions of "Ave. Levante" and "Pavia St." abutting property owned by the Board of Trustees for the Christian Science Organization, University of Miami as recorded in Official Records Book 1609 at Page 72 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Christian Science Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwestern Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"W along said Centerline of "Ave. Levante" as

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
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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 Northeasterly Right of Way line of said "Pavia St.", with said Point of Intersection also being the most Westerly corner of the Christian Science Property; thence S39°40'30"E along said Northeasterly Right of Way line of "Pavia St." and the Southwesterly Line of the Christian Science Property for 129.50 feet to a Point of Curvature of a circular curve concave to the North; thence Southeasterly, Easterly and Northeasterly along said Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Line of the Christian Science Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Northwesterly Right of Way line of said "Ave. Levante" and the Southeasterly Line of the Christian Science Property, the same Point of Intersection also being the Point of Tangency; thence N50°19'30"E along said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property for 94.34 feet to the most Easterly corner of the Christian Science Property; thence departing said Northwesterly Right of Way line of "Ave. Levante" and the Southeasterly Line of the Christian Science Property, S39°40'30"E for 30.00 feet to the Point of Beginning.

**Parcel IV**

Those portions of "Ave. Levante" and "Henry King Stanford Drive" abutting property owned by the Florida Baptist Convention as recorded in Deed Book 3826 at Page 31 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Baptist Property.")

Commence at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence N39°40'30"E along said Centerline of "Henry King Stanford Drive" for 250.00 feet to a Point of Intersection with the Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI with said Point of Intersection also being the Point of Beginning of the hereinafter described parcel of land; thence S50°19'30"W along said Centerline of "Ave. Levante" as shown on said Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI for 171.01 feet thence departing said Centerline of "Ave. Levante",

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
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,

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
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having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to a Point of Intersection with the Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property with said Point of Intersection also being the Point of Tangency; thence S50°19'30"W along said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property for 179.55 feet to the most Westerly corner of the Diocese Property; thence departing said Southeasterly Right of Way line of "Ave. Levante" and the Northwesterly Line of the Diocese Property, N39°40'30"W for 30.00 feet to a Point of Intersection with the Centerline of said "Ave. Levante"; thence N50°19'30"E along said Centerline of "Ave. Levante" for 254.55 feet to a Point of Intersection with the Centerline of said "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 130.00 feet to the Point of Beginning.

**Parcel VI**

Portions of "Henry King Stanford Drive" abutting property owned by the Miami Hillel Foundation, Inc. as recorded in Deed Book 3803 at Page 453 of the Public Records of Dade County (now Miami-Dade County), Florida. (Hereinafter, "the Hillel Property.")

Begin at the Point of Intersection of the Centerline of "Henry King Stanford Drive" and the Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse), the location of which is more fully described on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI; thence S50°19'30"E along said Northwesterly Right of Way line of "Ponce de Leon Blvd." (University Concourse) for 75.00 feet to a Point of Intersection with the Southwesterly Right of Way line of said "Henry King Stanford Drive" and a Point of Cusp of the arc of a circular curve concave to the West, with said Point of Cusp bearing S39°40'30"E from the center of said curve; thence Northeasterly, Northerly and Northwesterly along the arc of said Southwesterly Right of Way line of "Henry King Stanford Drive", the Northeasterly Line of the Hillel Property and the arc of said curve, having a Radius of 25.00 feet and a Central Angle of 90°00'00" for 39.27 feet to the Point of Tangency; thence N39°40'30"W along said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property for 95.00 feet to the most Northerly corner of the Hillel Property; thence departing said Southwesterly Right of Way line of "Henry King Stanford Drive" and the Northeasterly Line of the Hillel Property, N50°19'30"E for 50.00 feet to a Point of Intersection with said Centerline of "Henry King Stanford Drive"; thence S39°40'30"E along said Centerline of "Henry King Stanford Drive" for 120.00 feet to the Point of Beginning.

**"Henry King Stanford Drive" (Remainder)**

A strip of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Henry King Stanford Drive", the same as more fully described as "Miller Drive" on the recorded Plat of AMENDED PLAT

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 46 at Page 81 of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

**ON THE SOUTH:** By the Northerly Right of Way line of "Ponce de Leon Blvd." (University Concourse) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**ON THE WEST:** By the Westerly Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

**ON THE NORTH:** By the Right of Way line of said "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**ON THE EAST:** By the Easterly Right of Way line of said "Henry King Stanford Drive" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, as well as on the recorded Plat of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

Less therefrom:

Those portions of the parcels identified as Parcels I, IV, V and VI respectively, that lie within the boundaries of "Henry King Stanford Drive" as described above.

**"Henry King Stanford Drive" (As replatted)**

A parcel of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as being a portion of "Henry King Stanford Drive", the same as more fully described as all of Tract "D" of SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book 77 at Page 66 of the Public Records of Dade County (now Miami-Dade County), Florida.

**"Ave. Levante" and "Pavia St."**

Those strips of land situate, lying and being in Section 30, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida, identified as "Ave. Levante" and "Pavia St.", the same as more fully described on the recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI, according to the Plat thereof, as

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

recorded in Plat Book 46 at Page 81 and the recorded Plat of REVISED Plat OF CORAL GABLES RIVIERA SECTION PART 7, according to the Plat thereof, as recorded in Plat Book 28 at Page 45, both of the Public Records of Dade County (now Miami-Dade County), Florida, being butted and bounded as follows, viz.:

**ON THE NORTH:** By the Southerly Right of Way line of "Geo. E. Merrick St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**ON THE EAST AND NORTH:** By the Southwesterly Right of Way line of said "Pavia St." as shown on said recorded Plats of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI and REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7, together with the Northwesterly Right of Way line of "Ave. Levante" and the Southwesterly Right of Way line of "Henry King Stanford Drive" (Miller Drive) as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**ON THE SOUTH:** By the Southeasterly Right of Way line of said "Ave. Levante" as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

**ON THE WEST:** By the Southwesterly Right of Way line of "Pavia St." as shown on said recorded Plat of AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI.

Less therefrom:

Those portions of the parcels identified as Parcels II, III, IV and V respectively, that lie within the boundaries of "Pavia St." and "Ave. Levante" as described above.

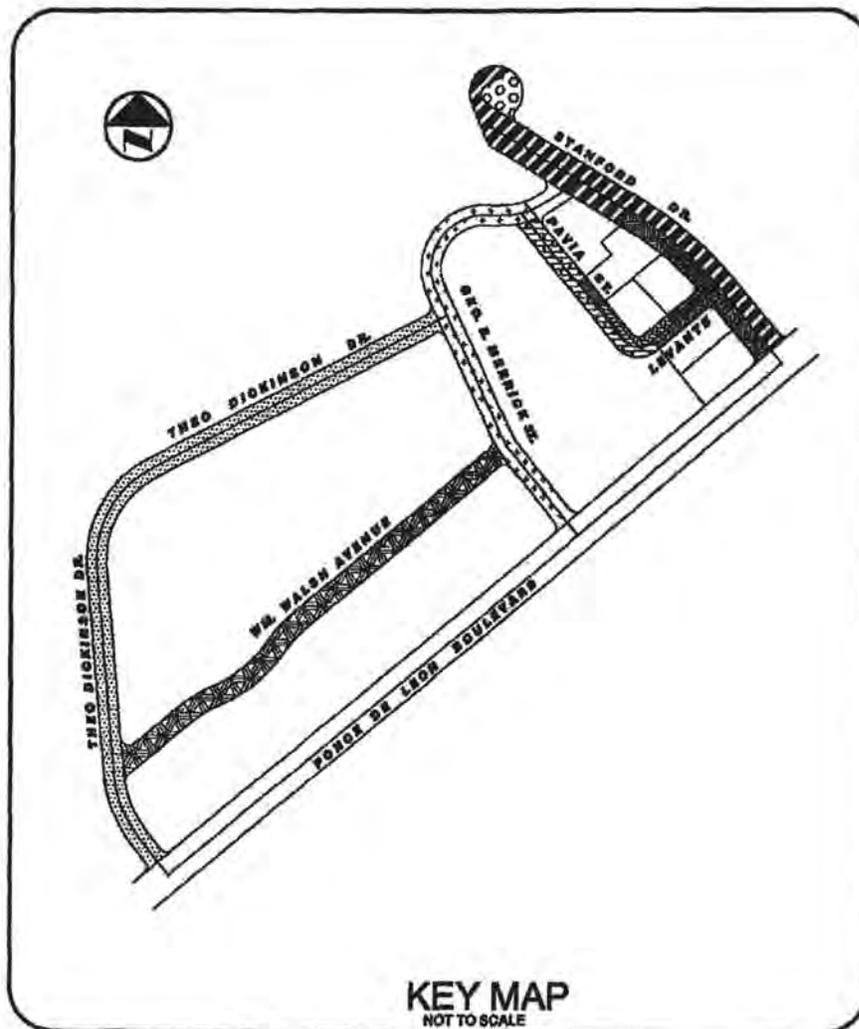
It is the express intent of these Legal Descriptions to encompass all of the Public Rights of Way within the University of Miami Main Campus, known as "Henry King Stanford Drive" (Miller Drive), "Ave. Levante", "Pavia St.", "Geo. E. Merrick St.", "Wm. E. Walsh Ave." and "Theo. Dickinson Drive", the same as more fully described on the underlying and abutting Plats of record, reference to which is made for a more full and complete description of the contents thereof.

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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**



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**LEGAL DESCRIPTIONS OF SELECTED PUBLIC RIGHTS OF WAY  
 WITHIN THE MAIN CAMPUS OF THE UNIVERSITY OF MIAMI  
 IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
 CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

**AREA TABULATION**

DESCRIPTION	SQUARE FEET <sup>±</sup>	ACRES <sup>±</sup>
THEO. DICKINSON DRIVE	135,753	3.12
WM. E. WALSH AVENUE	89,638	2.06
GEO. E. MERRICK ST.	75,830	1.74
PAVIA ST. AVE. LEVANTE (REMAINDER)	24,757	0.57
HENRY KING STANFORD DRIVE (REMAINDER)	89,867	2.06
TRACT "D" (P.B. 77, P.66)	11,249	0.26
PARCEL I	7,751	0.18
PARCEL II	2,867	0.07
PARCEL III	8,600	0.20
PARCEL IV	13,313	0.31
PARCEL V	12,771	0.29
PARCEL VI	6,134	0.14
<b>TOTAL:</b>	<b>478,530</b>	<b>11.00</b>

March 18, 2008

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# Appendix 8D



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 7<sup>th</sup> February, 2011 day of ~~December~~, 2010, between THE CITY OF CORAL GABLES, a municipal corporation of the State of Florida (the "Grantor"), whose post office address is 405 Biltmore Way, Coral Gables, FL 33134, and THE UNIVERSITY OF MIAMI, a Florida corporation not-for-profit, whose address is Gables One Tower, Suite 1250, 1320 S. Dixie Highway, Coral Gables, FL 33146 (the "Grantee").

**WITNESSETH**, that the Grantor, for good and other valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the Grantee and its successors and assigns pursuant to City of Coral Gables Resolution No. R-2010-272, all the right, title, interest, claim and demand which the Grantor has in and to the following property located in Miami-Dade County, Florida, to wit:

***See Exhibit "A" attached hereto and made a part hereof (the "Property")***

This conveyance is made to the Grantee herein upon the specific covenant agreement by and between the parties that the Property herein conveyed shall continue at all times to be used and maintained by the Grantee as open waterways, and if at any time the Property is abandoned or used for other purposes, the title thereto shall automatically and absolutely revert to the Grantor without payment of any compensation. This conveyance is further subject to the specific covenant agreement by and between the parties that if at any time the Grantee transfers, assigns, leases or conveys the Property or any portion thereof to a third party, whether such party be a private or public or governmental entity, the title thereto shall automatically and absolutely revert to the Grantor without payment of any compensation.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right,



**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 9



CFN 2011R0108272  
 DR Bk 27590 Pgs 0637 - 640; (4pgs)  
 RECORDED 02/16/2011 16:01:00  
 DEED DOC TAX 0.60  
 SURTAX 0.45  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:  
 Maria C. Arriola Vélez  
 Maria C. Arriola Vélez, PA  
 35 Almeria Avenue  
 Coral Gables, FL 33134

**Folio No. 03-4130-002-1041**

**SPECIAL WARRANTY DEED**

This Special Warranty Deed is made the 7<sup>th</sup> day of February, 2011 ~~December, 2010~~, between the CITY OF CORAL GABLES, a municipal corporation of the State of Florida (the "Grantor") whose address is 405 Biltmore Way, Coral Gables, Florida 33134 and the UNIVERSITY OF MIAMI, a Florida Corporation not-for-profit, f/k/a The University of Miami, Incorporated, a non-profit educational corporation of the County of Miami-Dade, State of Florida (the "Grantee"), whose address is Gables One Tower, Suite 1250, 1320 S. Dixie Highway, Coral Gables, FL 33146.

WITNESSETH:

Grantor, in consideration of Ten and No/100 US Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, *pursuant to City of Coral Gables Resolution No. R-2010-271*, the following property located in Miami-Dade County, Florida (the "Property"), to wit:

***See EXHIBIT "A" attached hereto and made a part hereof***

Subject to:

1. Taxes and assessments for the year 2011 and subsequent years
2. Zoning and other restrictions imposed by governmental authority
3. Terms of the Plat of CORAL GABLES, RIVIERA SECTION, PART SIX, according to the Plat thereof, as recorded in Plat Book 20, Page 79, of the Public Records of Miami-Dade County, Florida

4. Items contained in Declaration of Restrictive Covenants filed October 3, 2007, and recorded in Official Records Book 25968, Page 4593, of the Public Records of Miami-Dade County, Florida
5. Liens, claims for payment or other matters arising from that certain Notice of Commencement filed October 12, 2010, and recorded in Official Records Book 27450, Page 4885, of the Public Records of Miami-Dade County, Florida
6. Easements for utilities
7. Easement of Access between Grantor and Grantee
8. Easement for Parking Meters between Grantor and Grantee

To have and to hold unto Grantee and Grantee's successors and assigns in fee simple forever.

Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

If any terms, covenant or condition of this conveyance, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this conveyance and the application of such term, covenant or condition to persons or circumstances other than those to which the same is held to be invalid or unenforceable shall not be affected thereby, and each and every term, covenant or condition thereof, shall be valid and enforceable, to the fullest extent permitted by law, subject to the terms and conditions thereof.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty deed as of the day and year first written above.

Signed sealed and delivered in presence of:

*Lillian Quiroz*  
*[Signature]*

City of Coral Gables, a municipal corporation of the State of Florida

By: *Patrick Salerno*  
 Patrick Salerno, City Manager

ATTEST:

By: *Walter Foeman*  
 Walter Foeman, City Clerk  
 2/7/11

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*  
 Elizabeth Hernandez, City Attorney  
 Lourdes Alfonso Ruiz, Intern City Attorney

STATE OF FLORIDA            )  
  :SS  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February 2011 ~~December~~, 2010, by Patrick Salerno, as City Manager of the City of Coral Gables, who is personally known to me.

*Imely Sansores*  
\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:  
01.21.2012



REC 16907 PG 3536

EXHIBIT "A"  
TO  
SPECIAL WARRANTY DEED

Lots 1, 2, 3, 6, 7 and 8, and a portion of Lot 4, Block 194, CORAL GABLES RIVIERA SECTION PART 6, according to the plat thereof, as recorded in Plat Book 20, at Page 79, of the Public Records of Dade County, Florida, and a portion of Avenue Sagua, vacated and discontinued by Ordinance No. 842, City of Coral Gables, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4, of Section 30, Township 54 South, Range 41 East, Dade County, Florida; thence South 00 degrees 13 minutes 22 seconds West, along the West line of said Section 30, for 472.32 feet to the intersection of the Westerly extension of the North Right-of-Way line of said Avenue Sagua; thence North 89 degrees 41 minutes 10 seconds East for 30.00 feet to the Point of Beginning of the following described parcel of land, said point being on the East right-of-way line of S.W. 57th Avenue (Red Road); thence continue North 89 degrees 41 minutes 10 seconds East for 133.37 feet; thence South 00 degrees 18 minutes 50 seconds East, at right angles to the last described line, for 13.55 feet; thence North 89 degrees 41 minutes 10 seconds East for 67.32 feet; thence South 00 degrees 18 minutes 14 seconds West for 138.15 feet to a point, said point being on the Northerly right-of-way line of Avenue Levante, as shown on said plat of CORAL GABLES RIVIERA SECTION PART 6, according to the plat thereof, as recorded in Plat Book 20, at Page 79; thence South 50 degrees 19 minutes 22 seconds West, along said Northerly right-of-way line of Avenue Levante, for 163.61 feet to a point of curve; thence Southwesterly-Westerly, along the arc of a circular curve to the right, having a radius of 20.00 feet and a central angle of 39 degrees 21 minutes 48 seconds, for an arc distance of 13.74 feet to a point of tangency; thence South 89 degrees 41 minutes 10 seconds West for 42.27 feet to a point of curve; thence Westerly-Northwesterly-Northerly, along the arc of a circular curve to the right, having a radius of 20.00 feet and a central angle of 90 degrees 32 minutes 12 seconds, for an arc distance of 31.60 feet to a point of tangency, said point being on the Easterly right-of-way line of S.W. 57th Avenue (Red Road); thence North 00 degrees 13 minutes 22 seconds East, along said Easterly right-of-way line of S.W. 57th Avenue (Red Road); for 239.82 feet to the POINT OF BEGINNING.

RECORDERS NOTE

The legibility of writing, typing or printing  
unsatisfactory in this document when received

RECORDED IN OFFICIAL RECORDS  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN;  
Clerk of Circuit & County  
Courts



# Appendix 10



## The City of Coral Gables

### Planning Department

CITY HALL 405 BILTMORE WAY  
CORAL GABLES, FLORIDA 33134

September 28, 2010

Mr. Ray Eubanks, Plans Processing Administrator  
Department of Community Affairs  
Plans Processing Section  
Division of Community Planning  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
Hollywood, FL 33021

Re: Development Agreement between City of Coral Gables and University of Miami

Dear Mr. Eubanks:

Please find attached an executed Development Agreement pursuant to F.S. 163.3221-et-seq. ratified this day between the City of Coral Gables and University of Miami.

If you have any questions or need further information, please feel free to call me at (305) 460-5211.

Sincerely,

A handwritten signature in black ink, appearing to be "ER", is written over the word "Sincerely,".

Eric Riel, Jr.  
Planning Director

#### Exhibits:

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

# Appendix 11



## MEMORANDUM

November 14, 2022

**TO:** Alicia Corral

**FROM:** Peter Liu

**SUBJECT:** Student Enrollment Report

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The recent agreement between the University of Miami and the City of Coral Gables asks the University to track the enrollment of full-time equivalent undergraduate degree-seeking students enrolled in classes on the UM (Coral Gables) Campus. This degree-undergraduate FTE, based on the official “benchmark” report for Fall Semester, 2022 (the source of our official reports to the federal government and the state for the 2022-2023 year), was 11,932.

Feel free to contact our office at 284-3856 or via e-mail [umdata@miami.edu](mailto:umdata@miami.edu) if you have any questions.

# Appendix 12A

## CITY OF CORAL GABLES, FLORIDA

### ORDINANCE NO. 2014-11

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES AMENDING THE CITY OF CORAL GABLES AND UNIVERSITY OF MIAMI DEVELOPMENT AGREEMENT, ADOPTED BY ORDINANCE NO. 2010-31 ON 09.28.10, PURSUANT TO ZONING CODE ARTICLE 3, DIVISION 19, ENTITLED "DEVELOPMENT AGREEMENTS", FOR THE UNIVERSITY OF MIAMI, CITY OF CORAL GABLES CAMPUS, AMENDING PARAGRAPH 18 OF THE DEVELOPMENT AGREEMENT THAT GOVERNS THE MISCELLANEOUS USES AND TEMPORARY OCCUPANCIES THE UNIVERSITY MAY MAKE OF PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY, AND TO INCLUDE THE PROPERTY COMMONLY KNOWN AS THE "PLUMER BUILDING", AND LEGALLY DESCRIBED AS THE NORTHEAST 25' OF LOT 9 AND LOTS 10-22, BLOCK 196, RIVIERA SECTION 14 (5915 PONCE DE LEON BOULEVARD), CORAL GABLES, FLORIDA; AND PROVIDING FOR SEVERABILITY, REPEALER AND AN EFFECTIVE DATE.

**WHEREAS**, An application was submitted requesting an amendment to the City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010, pursuant to Zoning Code Article 3, Division 19, entitled "Development Agreements", for the University of Miami, City of Coral Gables Campus, amending Paragraph 18 of the Development Agreement that governs the miscellaneous uses and temporary occupancies the University may make of property within the corporate limits of the City; and

**WHEREAS**, the amendment includes the property commonly known as the "Plumer Building", and legally described as the northeast 25' of Lot 9 and Lots 10-22, Block 196, Riviera Section 14 (5915 Ponce de Leon Boulevard), Coral Gables, Florida, as a property occupied by the University that would be subject to the provisions governing miscellaneous uses and temporary occupancies by the University within the corporate limits of the City; and

**WHEREAS**, after notice of public hearing duly published and notification of all property owners of record within one thousand (1000) feet of the property, public hearing was held before the Planning and Zoning Board on April 9, 2014, at which hearings all interested persons were afforded the opportunity to be heard; and

**WHEREAS**, at a public hearing held on April 9, 2014, the Planning and Zoning Board recommended approval of the amendment to the University of Miami Development Agreement (vote: 7-0); and

**WHEREAS**, the City Commission held a public hearing on April 22, 2014 at which hearing all interested persons were afforded an opportunity to be heard and this application amending the University of Miami Development Agreement was approved on first reading (vote: 5-0); and

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

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

**SECTION 2.** The City of Coral Gables and University of Miami Development Agreement, adopted by Ordinance No. 2010-31 on September 28, 2010 is hereby amended as follows:

*18. Miscellaneous Uses and Temporary Occupancies*

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

- (a) Unless expressly approved by an amendment to this Agreement, University Campus Serving Uses, including but not limited to: academic programs, academic uses and activities; instructional uses and activities, and student housing facilities (collectively, "University Academic Uses") shall be permitted to be established only within the boundaries of the UM Campus. In the event that this Agreement is amended to authorize University Campus Serving Uses, including but not limited to University Academic Uses, outside of the UM Campus, such University Campus Serving Use and the property to be used shall be listed in subparagraph (g) of this Paragraph. In the event that the University no longer owns or leases the property listed in subparagraph (g) the authorization shall be deemed to be terminated and to be of no further legal force and effect.*
- (g) The University is authorized to use the following property for University Campus Serving Uses, including but not limited to Academic Uses together with all permitted uses under the City Code:  
(1) 5915 Ponce de Leon Boulevard Coral Gables FL 33146 (Metro Tax Assessor Folio No. 03-4130-009-0250).*

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

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

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

**SECTION 6.** This development permit by the City of Coral Gables does not in any way create any right on the part of an applicant to obtain a permit from a county, state or federal agency. Likewise, this development permit does not create any liability on the part of the City of Coral Gables for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a county, state or federal agency, or if the applicant undertakes actions that result in a violation of county, state or federal law. In addition, as a condition of this approval, all county, state and federal permits must be obtained before commencement of the development.

**SECTION 7.** This ordinance shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS THIRTEENTH DAY OF MAY, A.D., 2014.

(Moved: Quesada / Seconded: Kerdyk)  
(Yeas: Lago, Quesada, Keon, Kerdyk, Cason)  
(Unanimous: 5-0 Vote)  
(Agenda Item: E-3)

APPROVED:



JIM CASON  
MAYOR

ATTEST:



WALTER J. FOEMAN  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



CRAIG E. LEEN  
CITY ATTORNEY

# Appendix 12B



November 3, 2022

Peter Iglesias  
City Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134

Re: Temporary Occupancies Notice under Development Agreement between the City of Coral Gables and the University of Miami ("Development Agreement")

Dear Mr. Iglesias:

Under Section 18(c) of the Development Agreement, the University is required to receive City Manager approval when temporary occupancy of a hotel or other overnight accommodation located outside the UM campus exceeds a single semester.

Students have been housed at THesis Hotel located at 1350 S. Dixie Hwy., Coral Gables since the beginning of Fall semester while they await housing assignments. Usually, all students awaiting assignments are moved to University housing within a few weeks. However, this Fall, students will occupy THesis Hotel for the entire semester until they move to on-campus housing for Spring. The University may also need to house additional students at THesis Hotel for the Spring semester. The length of occupancy will depend on availability of on-campus housing but may extend to the entire semester.

The University is requesting City Manager approval for this temporary occupancy. Every effort will be made to move students to on-campus housing as quickly as possible.

If you require any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jessica Brumley', written over the typed name.

Jessica Brumley  
Vice President, Facilities Operations & Planning



## MEMORANDUM

**DATE:** March 17, 2023

**TO:** Peter Iglesias, City Manager  
City of Coral Gables

**CC:** Jennifer Garcia, City Planner  
Jessica Brumley, University of Miami

**FROM:** Alicia Corral  
Campus Planning & Development

**RE:** Temporary Occupancy  
Development Agreement

---

Pursuant to Section 18 (c) of the Development Agreement between the University of Miami and the City of Coral Gables, the University is required to report temporary occupancy by students outside of the UM campus.

For the Spring 2023 semester, 90 students were temporarily housed at THesis Hotel pending dormitory assignments. These students have already been assigned housing on campus and are no longer residing at THesis Hotel.

Please do not hesitate to contact our office if we can provide any additional information.

# Appendix 13

# UNIVERSITY OF MIAMI MOBILITY PLAN

June 2023

Prepared by  
**University of Miami and  
McMahon Associates, Inc.**



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# Executive Summary

The University of Miami is committed to reducing its impact on the environment through mobility programs and strategies that reduce single-occupant vehicle trips and maximize efficiency for moving to, from, within, and around the Coral Gables campus. Improved mobility is an integral part of the daily life of students, faculty, and staff. Mobility programs contribute to a reduction in traffic and, correspondingly, reduce the carbon footprint of the University, leading to a greater sense of personal well-being and a more sustainable, green campus.

In 2007, the University formalized its commitment to a sustainable future by signing the American College and University Presidents Climate Commitment (ACUPCC), which provides a framework for institutions of higher learning to become carbon neutral. The University’s sustainability efforts are all part of Green U which aims to make the University a “community leader in...the practice of ecologically sound maintenance and operations procedures.” To this end, the University has become increasingly residential, eliminated cars for resident freshmen, provides an employee discount public transit program, and developed an efficient parking management program to reduce the impact on roadways. The University encourages the use of fuel efficient and electric vehicles, trip sharing, transit, walking, and bicycling. Hurry ’Canes shuttles transport students, faculty, and staff around campus and connects them to other campuses, athletic events, and nearby public transit stops. In addition, street closures and traffic-calming measures have reduced non-University traffic on adjoining residential streets. The University’s commitment to reduce environmental impact has been recognized by the City, which named the University a Platinum Green Business in 2021.

University mobility strategies and neighborhood traffic improvements have contributed to generally stable traffic counts around the University. The impact of the pandemic, however, is still being felt as traffic patterns continue to stabilize based on new hybrid and work from home practices. This year, traffic to the University increased compared to last year but is still nearly 12% lower than 2020.

The effectiveness of the University’s mobility programs, strategies, and policies is measured every 5 years by the Regional Traffic Study (RTS). This year, the 2023 Regional Traffic Study has been submitted to the City.

Nearly 3 years past the pandemic, the world and the University have adapted to new habits for both staff and students. Data collected for the 2023 Mobility Plan shows how, after the anomalies of 2020 and 2021, University traffic, parking, and mobility practices are restabilizing at near pre-pandemic levels.



The following are the components of the University's Mobility Plan:

### REDUCTION OF TRAFFIC NORTH OF LAKE OSCEOLA

The University influences traffic patterns by managing its parking resources with the goal of diverting traffic away from the single-family residential areas north of Lake Osceola. Roadway improvements along Campo Sano Avenue and San Amaro Drive also help reduce through-traffic in the residential areas.

### RESIDENTIAL CAMPUS STRATEGY AND ENHANCED CAMPUS LIFE PROGRAMS

The University is in the midst of a multi-year initiative that will replace and improve many of its residential buildings. In the summer of 2022, the two towers of Hecht Residential were demolished to allow for the construction of the first phase of Centennial Village, a state of the art housing complex that will eventually replace all four towers of Hecht-Stanford Residential College with five new residential buildings. The end result of the residential campus strategy is approximately 1,500 net new beds on campus that will convert commuters to campus residents. In addition, the number of off-campus private market rental units in nearby areas continue to increase.

### PARKING MANAGEMENT PROGRAM

The University's parking management program sells permits to specific zones where commuters are guaranteed to find parking, eliminating the need to drive around searching for a parking space and reducing traffic on surrounding roads. Parking permit purchases increased 17.6% from last year as more employees returned to work. However, hybrid work that allowed some employees to continue to work from home contributed to reduced use of parking lots likely due to hybrid employees decisions to buy full-time permits for those few days they do come to the University.

### HURRY 'CANES SHUTTLE PROGRAM

The Hurry 'Canes shuttle program promotes campus connectivity and facilitates the movement of people around the campus. The shuttle program serves the University community within the campus as well as those who live within walking distance.

### PUBLIC TRANSIT PROGRAM

The University has convenient access to public transit and promotes its use by its students and employees through its Public Transit Program. The pandemic has caused significant reductions in the number of public transit users.



## RIDE HAILING SERVICES AND TAXIS

The University population has embraced trip sharing programs and ride hailing services such as Uber and Lyft. Drop-off and pick-up counts at key locations indicate that rideshare usage has recovered to near pre-pandemic levels. The carpool app RideFlag is promoted on the University website and participants are incentivized with upgrades to their parking location.

## BICYCLE AND PEDESTRIAN PROGRAMS

The University's U Bike program encourages the use of bicycles. The University has been named a Bike Friendly University, Bronze Level, by the League of American Bicyclists in 2012, 2016, and again in 2020 which validates the University's continued efforts to develop and support a healthy bike culture on campus.

Through all these measures, the University continues to enhance programs and strategies that maximize efficiency for moving to, from, within, and around the campus.



# University of Miami Mobility Plan

Reducing the traffic that comes to the campus benefits both the community and the University. It helps to preserve the tranquility of the residential areas, supports a sustainable campus with a reduced carbon footprint, and encourages the well-being of students, faculty, staff, and visitors. In order to reduce the number of single-occupant vehicles that come to the campus, the University has implemented strategies and programs that have a direct and immediate impact on trips.

Since the adoption of the first Campus Master Plan in 1992, the University has prepared technical traffic studies and reports including a Regional Traffic Study (RTS) in 1992, 2003, 2008, 2013, 2018, and 2023. In addition, the University measures the overall campus traffic volumes every Spring semester at each campus access driveway. As a result, the University has been able to clearly document and understand local traffic patterns both at a regional and local level.

Historically, University traffic has remained stable in the San Amaro Drive/Campo Sano Avenue corridors despite an increase of over one million square feet of campus development since 2010. The Spring 2023 traffic volumes in the San Amaro/Campo Sano corridor were 21.4% lower in the morning and 19.7% lower in the afternoon peak periods as

compared to corresponding volumes in 2012. This year, traffic counts continued to show a reduction in traffic to the University compared to 2020 but trending up to pre-2020 levels. (See Exhibit A: 1990 - 2023 Peak Period Trips).

Ride Hailing services have become an important component of how students and visitors move around and have nearly recovered their share of campus trips compared to pre-pandemic levels. Ride hailing accounted for 6% of traffic in the AM peak hours and 6% of traffic in the PM peak hours.

Future traffic counts will continue to observe if the pandemic caused any long-term changes to traffic patterns. The historic stability in the University's traffic in this area reflects significant neighborhood traffic calming and improvements on San Amaro Drive, Miller Road, and Campo Sano Avenue that slow and divert traffic, an increase in the number of students living on campus and in the vicinity, policies that encourage students to move throughout campus without using a car, and a parking management plan that assigns parking permits to specific lots.

The components of University's Mobility Plan are described below:

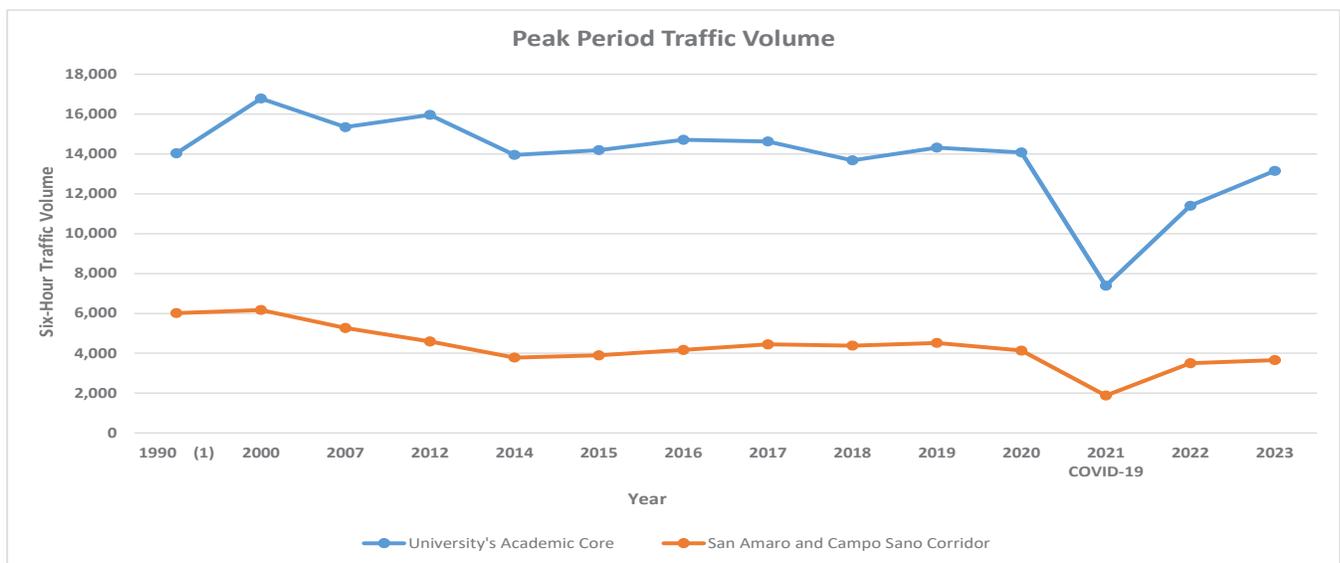


EXHIBIT A | 1990 - 2023 PEAK PERIOD TRIPS

## A. Reduction of Traffic North of Lake Osceola

Traffic continued to increase this year compared to last year due to in-person classes and a return of more employees to campus offices but were still lower than the traffic volumes in 2020, the last year of counts before the pandemic.

Although overall traffic increased this year compared to the historic lows of 2021, they are still nearly 7% lower compared to 2020 pre-pandemic traffic counts. In the areas north of the lake adjacent to the residential neighborhoods traffic counts are nearly 12% lower overall compared to 2020 and 20.4% lower overall as compared to corresponding volumes in 2012. Traffic volumes at all driveways providing access to the academic core was down 6.8% in the AM Peak hours and 6.5% in the PM peak hours compared to 2020.

Traffic improvements to the roadways separating the campus from the neighborhoods have helped divert, reduce, and calm traffic. Mataro, Delgado, Zoreta, Consolata, and Zuleta Avenues are closed at Red Road. City installed medians and plantings along Ponce de Leon Boulevard and the roundabouts at Miller Road and San Amaro Drive, San Amaro Drive and Campo Sano Avenue, and at Miller Road and Alhambra Circle serve as effective traffic calming features as do enhanced sidewalks, medians, landscaping, lighting and limitation of vehicular access points to the residential cross streets in the area. The University Hurry<sup>®</sup> Canes shuttle enters the campus at the Miller Road entrance and does not continue north into the residential areas.



Brunson Drive Improvements



Mataro Street Closure



Miller Road Entrance

## B. Residential Campus Strategy and Enhanced Campus Life

An important goal of the University's strategic plan is to encourage students to live, eat, and play on campus. This enhances the student experience and reduces the amount of traffic coming to and leaving from the campus. This goal is achieved by providing more student housing and continuing to expand campus life facilities and activities. The increased number of students living or spending longer time on campus has a direct correlation with reduced traffic during peak hours. (See Exhibit B: Adopted Campus Master Plan).

See Mobility Plan Matrix, Appendix 2, for information on the campus population under the Residential Campus Strategy.

### B.1. Residential Campus Strategy

Lakeside Village opened for occupancy in Fall 2021. With over 1,100 beds, this student housing development has helped shift a portion of the campus population from commuters to residents and is expected to continue to reduce vehicular trips.

In the Summer of 2022, construction commenced on Centennial Village, the next component of the student housing master plan. This project will replace the four towers of the Hecht-



Lakeside Village

Stanford residential complex with a modern and state-of-the-art residential community. The two Hecht Residential College towers have been demolished and construction of two new residential buildings with a dining hall is underway. Upon completion in 2024, this will be followed by the demolition of Stanford Residential College and the construction of three more residential buildings. Once completed, Centennial Village will replace 1,726 beds with over 2,000 new beds by Fall 2026. Overall, with the completion of Lakeside Village and Centennial Village, the campus will have approximately 1,500 net new student beds with an expected corresponding reduction in vehicular trips.



Lakeside Village

**B.2. Off-Campus/Non-University Residential Development**  
Private-sector residential development near campus serves students, faculty, and staff and makes it easier to either walk, bike, or use public transit to get to the campus. In the last eighteen months both Core and Cascade within Link at Douglas, adjacent to the Douglas Metrorail Station, have opened within two miles of campus. Additionally, multiple housing types are being developed in the neighborhood across SW 57 Ave.



Centennial Village

**B.3. Enhanced Campus Life Programming**  
The campus hosts a bounty of social, cultural and academic activities, and sporting venues. The Student Center Complex is the community center of the University providing space for students to study, socialize, and engage in student life. The Herbert Wellness Center provides programming that fosters the body and spirit through education, wellness, and recreational programs. Cosford Cinema, Lowe Art Museum, Watsco Center, Ring Theater, libraries, and other spaces provide a variety of programs to cater to a wide variety of interests. The extensive dining options at the Student Center Complex and Lakeside Village enticed students to stay on campus for their dining needs. Lakeside Village study



Cascade, within Link at Douglas

- Existing Buildings
- Present to 2025
- 2026 to 2030
- 2031 to 2035

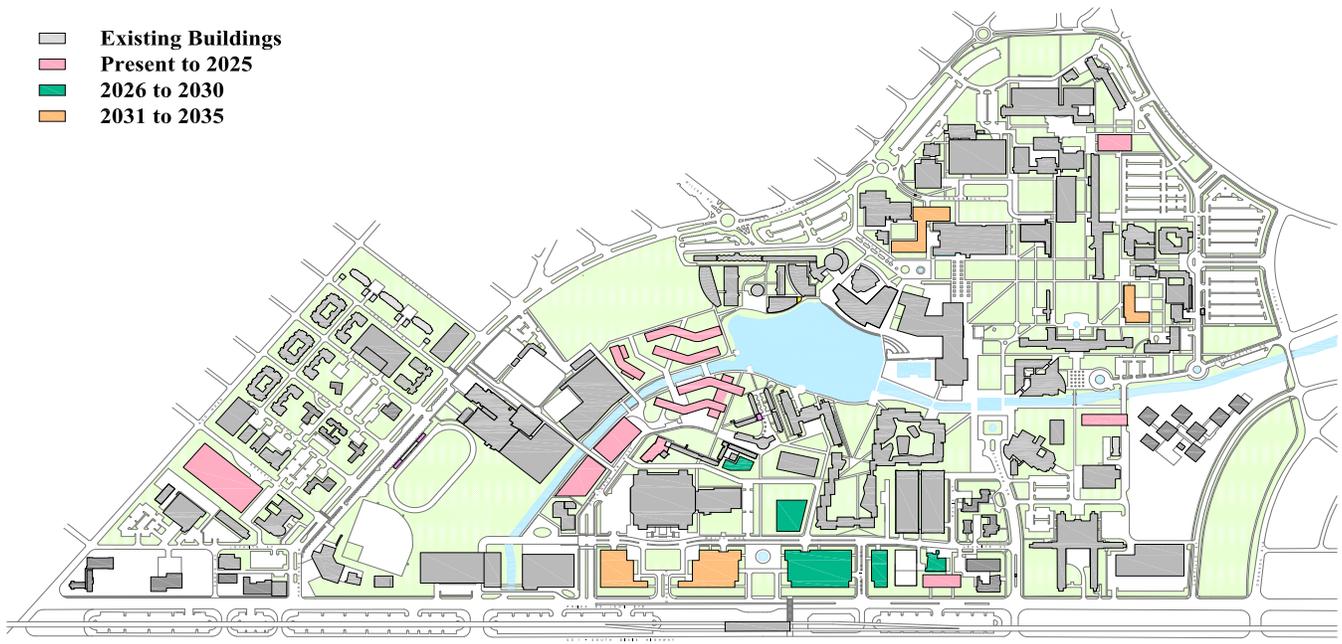


EXHIBIT B | Adopted Campus Master Plan

rooms, meditation rooms, and recreation opportunities including an outdoor gym and sand volleyball courts provide students with interesting options for on-campus activities. The Farmers Market continues to be a successful draw every Wednesday on campus.

### C. Parking Management Program and Policies

The University’s Parking and Transportation Department is responsible for the management of parking facilities, services, and traffic control. All vehicles that park on campus must have their license plate registered with the University as license plate recognition technology is used to monitor parking usage. See Mobility Plan Matrix, Appendix 2, for information on parking supply and parking permits.

The University has 7,869 parking spaces for academic use distributed among surface lots and five parking garages. Of these spaces, 2,286 spaces are located north of Lake Osceola and the remaining 5,583 spaces are located south of Lake Osceola, with 3,048 of these spaces located in parking garages. See Exhibit C: Campus Parking Map. In addition, The Lennar Foundation Medical Center utilizes 1,070 spaces in the Ponce Garage and near the Watsco Center. There has been a net increase of 4 spaces overall in the past year generally due to more efficient use of existing parking facilities and the rededication of parking spaces for parking use.

A return of many employees to campus offices resulted in a record number of permits sold. A portion was likely the result of hybrid employees purchasing full-time permits to utilize only certain days. As a result, parking lots were visibly less crowded with utilization rates averaging near 70%.



Donna E. Shalala Student Center



Farmers Market

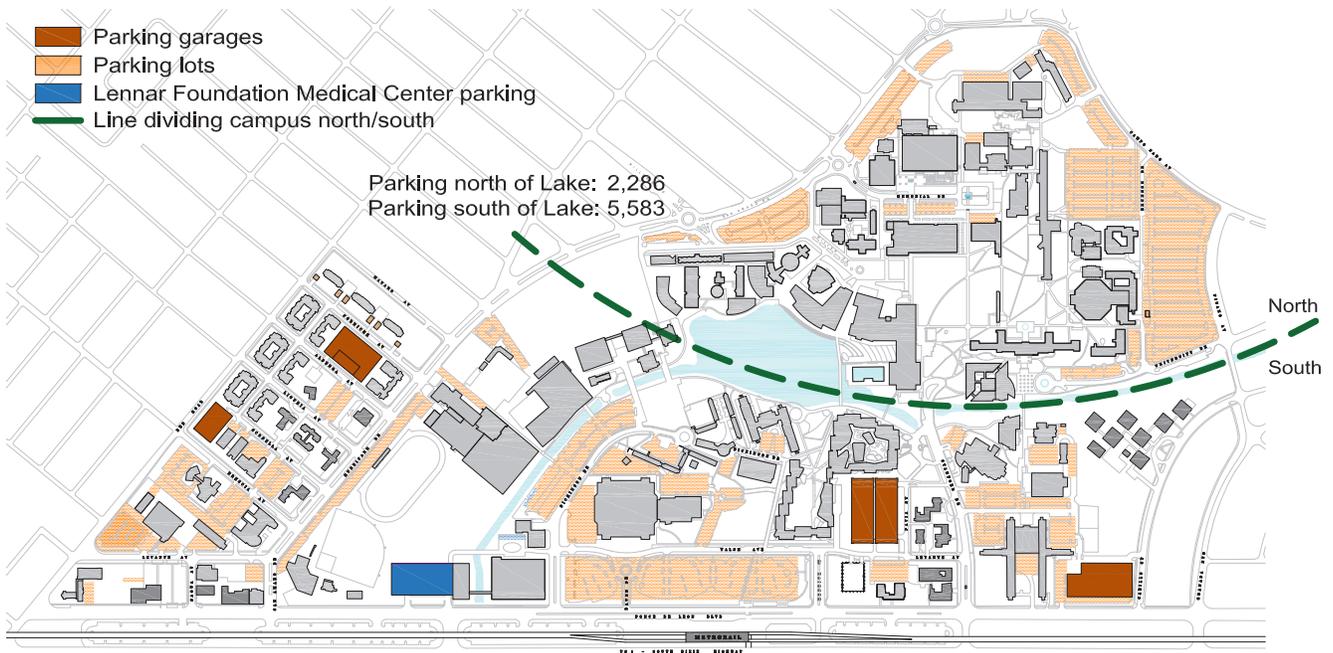


EXHIBIT C | Campus Parking Map

A detailed analysis of the University’s parking conditions was submitted to the City as part of the Parking Impact Analysis Report on June 1, 2023.

### C.1. No Freshmen Resident Car Policy

The University restricts first-year resident students from bringing a car on campus. This policy reduces parking demand and traffic and has helped to reduce overall resident parking permit counts.

### C.2. Parking Management Program

The University’s parking management program issues parking permits for specific color-coded lots to commuter students, faculty, and staff. The number of permits sold for each color of parking area is calibrated to the number of spaces in lots of that color and nearly eliminates the need for commuters to utilize external surface roads to search for parking once they have entered their assigned lot. Due to the distribution of parking on campus, with nearly three-quarters of parking resources located south of Lake Osceola, the program has helped redirect commuters from lots north of the lake to areas south of the lake, further away from the surrounding residential neighborhoods.

The number of permit sales were the highest they have been since 2015. Parking permit sales increased by over 17% compared to last year driven by the return to work of many employees that had been working from home. Some permit purchases may be hybrid employees purchasing full-time permits for use only on days they are in the office. While this has not translated to higher parking lot utilization or corresponding traffic, it will continue to be monitored.

### C.3. Service and Deliveries

Delivery vehicles are encouraged to utilize Ponce de Leon Boulevard to access the campus to reduce the number of delivery vehicles that approach the campus from the direction of the residential neighborhoods. Service vehicles circulate north of the lake by utilizing the controlled access service road behind Physics. In addition, the University has reduced the number of service vehicles that are in use on campus and continues to add electric vehicles to its fleet.



Physics Controlled Access Service Road

## D. Hurry ‘Canes Shuttle Program

The University’s Hurry ‘Canes Shuttle is a free service that provides easy and direct connectivity throughout the campus as shown in Exhibit D: Campus Shuttle Map. Shuttle ridership increased by over 42% compared to 2022 although still not at pre-pandemic levels.

See Mobility Plan Matrix, Appendix 2, for information on the Hurry ‘Canes Campus Shuttle ridership.

### D.1. On-Campus Shuttle

The two main routes of the Hurry ‘Canes Shuttle on the Coral Gables campus connect major parking areas, academic core buildings, University Village, and the public transit system at the University Metrorail Station.

The Miller/Brescia route serves the western side of the campus and the Stanford/Ponce route serves the eastern side. The Miller/Brescia shuttle connects Miller Drive and University Village via San Amaro Drive and is also the route utilized by nearby off-campus residents to come to campus. The Stanford/Ponce shuttle provides connectivity between Stanford Circle and the Ponce Garage with a stop at the Metrorail University Station. Shuttle stops are conveniently located throughout campus.

The ridership for academic year 2022-2023 was counted to be 466,701 passengers through April, a 42% increase from the previous year but still not at pre-pandemic levels.

The shuttles operate on weekdays from 7 a.m. to 10 p.m. during the Spring and Fall semesters, with approximate headways of seven (7) to nine (9) minutes during class days, and eighteen (18) to twenty (20) minutes at other times. During the Summer semester, the shuttles operate between 7:30 a.m. and 6 p.m.



Hurry ‘Canes Shuttle

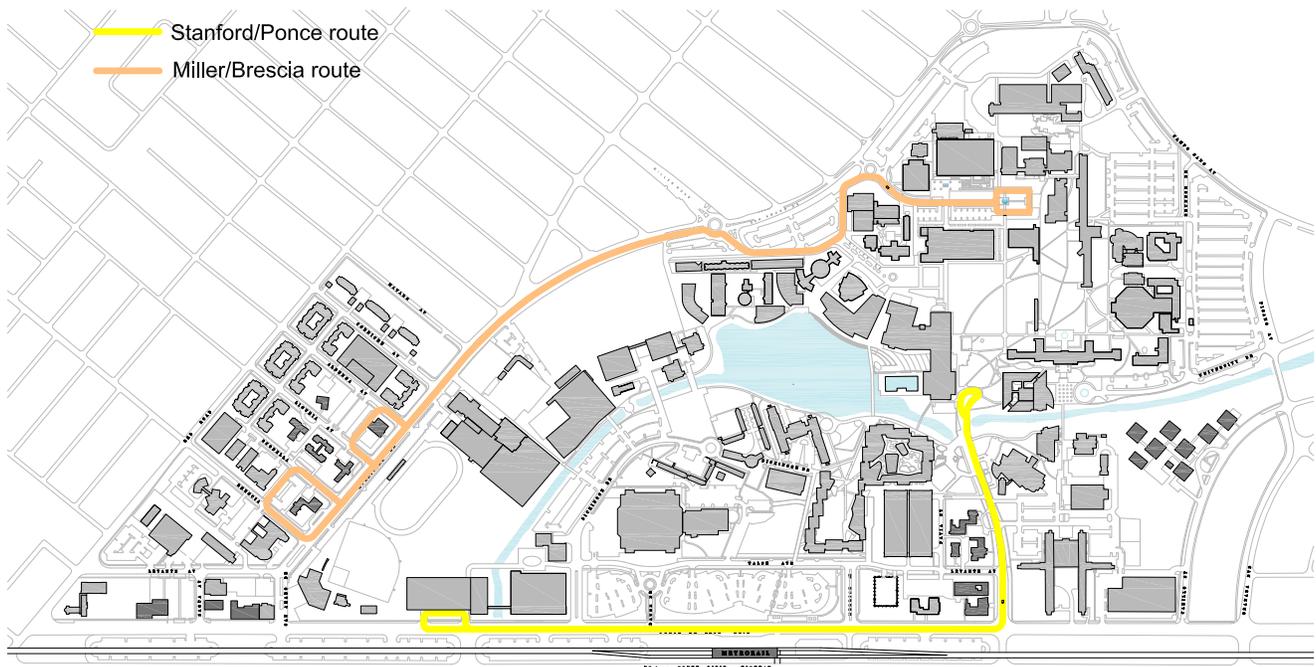


EXHIBIT D | Campus Shuttle Map

Saferide, an after-hours University minivan service, runs from 10 p.m. to 3 a.m., Monday through Friday. This on-demand University transportation service allows students to forego utilizing a car even if they know they will be on campus late in the evening. This service is available to all University students and will pick up and drop off on campus as well as along Red Rd., San Amaro Dr., Ponce de Leon Blvd., Campo Sano Ave., and Pisano Ave. including at the Metrorail station.

#### D.2. RSMAS, and Football Game Shuttles

The RSMAS Shuttle transported students, faculty, and staff from the Coral Gables campus to RSMAS on Virginia Key with stops at the Vizcaya Metrorail station. This route operates on weekdays from 7:30 a.m. to 6:30 p.m.

Shuttles transport students to UM football games from the Coral Gables campus. Game day shuttles transported 10,118 fans to the stadium.



Hurry 'Canes Shuttles



Vizcaya Metrorail Station



Brightline



Pedestrian Overpass

### E. Public Transit Program

The campus is included in the City’s “Gables Redevelopment Infill District” (GRID) due to the availability and proximity of mass transit. The University is well served by Miami-Dade Transit (MDT) which provides an accessible elevated rapid transit system (Metrorail) at the University Station and bus service (Metrobus) near the campus (see Exhibit E: Transit Availability Map). In addition, University shuttles provide linkages between campuses and Metrorail stations.

MDT is the 15th largest public transit system in the country and the largest transit agency in the State of Florida. This integrated transportation system consists primarily of the Metrobus fleet, Metrorail, and Metromover which serves the downtown central business district of Miami. MDT connects to Tri-Rail and Brightline, which provide regional heavy rail commuter services within Miami-Dade, Broward, and Palm Beach Counties. Mobility Plan Matrix, Appendix 2, provides information on ridership under the Public Transit Program section.

A pedestrian overpass over US-1 provides pedestrians a safe overhead path across US-1 and helps connect Gables One Tower, the commercial, office, and residential uses on the south side of US-1 with the Metrorail Station and the campus on the north side of US-1.

To encourage mass transit ridership, the University Public Transit



### F.1. Zipcar

Zipcar is an innovative and affordable car-sharing program. Car-sharing industry standards report that car sharing takes up to 11 personally owned vehicles off the road, reduces parking demand, saves money, and is good for the environment. It has been reported that car-sharing members:

- Drive fewer miles
- Use more public transportation
- Increase bicycle and walking trips

At present, the Zipcar program has 14 vehicles on campus stationed at Hecht/Stanford, Mahoney/Pearson and University Village.



Zipcar

Zipcar members, 18 and older, may rent a vehicle for an hour, a day, or longer for a small fee. Zipcars are available 24 hours a day, seven days a week, and can be reserved online. This program is particularly convenient to resident populations that do not have a car on campus and for faculty and staff that use public transportation or ride-sharing programs.

There are nearly 1,400 University and community members of the Zipcar program. See Mobility Plan Matrix, Appendix 2.



### F.2. Ride Hailing and Taxis

Uber, Lyft, and taxis are an effective means of transportation for students. Ride hailing services are now an indispensable part of many students' mobility options.

For security purposes and in order to facilitate pickups and drop-offs, UM parking service officers guide pickup drivers to seven suggested pick-up and drop-off locations away from the neighboring residential areas:

- Miller Drive, near Richter Library and Shalala Student Center;
- University Drive, near the School of Business Administration;
- Stanford Circle;
- Lowe Art Museum;
- Herbert Wellness Center;
- Watsco Center; and
- Newman Alumni Center located at San Amaro Drive and Levante Avenue.



App-Based On-Demand Transportation

In Spring 2023, the University conducted counts of ride hailing services at four locations: Stanford Circle, Miller Drive, Schwartz Center for Nursing/Memorial Classroom Building, and Brunson Drive. Rideshare trips constituted 6% of trips during AM and PM peak hours compared to 8% of trips in 2020 demonstrating

the continuing interest by students, faculty, and staff for these services. See Appendix 2A, 2B, and 2C for detailed information on ride-share traffic.

### F.3. Carpool

In partnership with RideFlag, the University promotes a carpool on-demand app that matches participants with real-time carpool rides. Students, faculty, and staff who register and utilize RideFlag are provided with premium parking as an incentive.



Carpool

## G. Bicycle and Pedestrian Programs

The Coral Gables campus is an attractive environment conducive to biking and walking. The University is a medium-sized, semi-urban campus, surrounded on three sides by single-family residential neighborhoods and on one side by the heavily travelled US-1 / Ponce de Leon Boulevard commercial corridor. Mobility Plan Matrix, Appendix 2, provides supporting information on bicycle and pedestrian programs.

### G.1. U Bike

The University of Miami bike program, U Bike, encourages the use of bicycles and works to make biking accessible, enjoyable and safe on campus. The program is managed by the PTD, with input and coordination from other campus departments. The University has been named a Bike Friendly University, Bronze Level, by the League of American Bicyclists in 2012, 2016, and again in 2020. The bike program includes the following components:

- Used bike sales on campus with a portion of the proceeds reinvested in the student bike group
- Traffic safety classes for bicyclists
- Online bike/scooter registration monitored by the University Police Department. In the 2022-2023 academic year, 931 bikes/scooters were registered.
- Free U-Lock when registering a bike
- Adequate bike parking throughout campus and monitoring of bike usage patterns and needs. These efforts ensure that bike riders will find convenient and secure places to park their bicycles overnight and around campus
- Air stations for tires provided at three locations on campus
- Fix-it repair stations at three locations on campus
- Free shower access for students, faculty, and staff commuting to the University by bicycle
- Support and funding to the U Bike student group
- Yearly bike sweeps by the University of Miami Police and Facilities Department to remove abandoned bikes
- Yearly safety fair in partnership with FDOT and multiple municipal police departments
- Distribution of information on local and regional bike events hosted by outside groups
- Easy access to the M-Path located along the southeast side of the campus providing connectivity to campus for bicyclists. The



Bicycle Friendly University, Bronze Level



U Bike Program



M-Path

M-Path is a paved path that runs the length of the Metrorail guideway and is part of Miami Dade County’s Bicycle Plan. This path provides access north to the Vizcaya Metrorail station and south to the Metro busway. A proposed enhancement of the M-Path (The Underline) would provide a more active and engaging linear park experience for pedestrians and bicyclists.

#### G.2. Pedestrian and Bike Pathways

The University has developed an extensive system of paths that are used by bicycles and pedestrians and has improved and widened sidewalks to minimize areas of pedestrian and bicycle conflict. Pedestrian bridges over University waterways have provided the campus community with more direct paths within campus. The Fate Bridge connects the campus core from the Student Center Complex to the housing and parking garages south of the lake. The Athletic/Wellness pedestrian bridge connects University Village and the Hecht Athletic Complex with the Watsco Center and other areas south of the lake. Lakeside Village has an extensive network of pedestrian pathways connecting across all directions to campus. In addition, new campus projects consider pedestrian circulation and connectivity when designing pedestrian walkways.

The University is committed to incorporating new and evolving strategies and technologies for greater mobility as part of campus sustainability efforts.



Pedestrian Bridge

**APPENDIX 1**  
**Historic Traffic Counts 1990 - 2023**

**Appendix 1A**

**TRAFFIC VOLUMES AT THE FIVE MAIN DRIVEWAYS ON SAN AMARO DRIVE AND CAMPO SANO AVENUE**

Periods	1990 (1)	2000	2007	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021 (2)	2022	2023	Percent Change 1990-2023	Percent Change 2012-2023	Percent Change 2020-2023
Three-Hour, Two-Way AM Peak Period Volumes (7 AM to 10 AM)	2,729	3,309	2,392	2,376	1,985	1,990	1,617	1,595	1,877	1,865	1,912	1,987	1,856	819	1,371	1,561	-42.8%	-21.4%	-15.9%
Three-Hour, Two-Way PM Peak Period Volumes (3 PM to 6 PM)	3,286	2,862	2,874	3,118	2,607	2,340	2,169	2,298	2,289	2,583	2,472	2,531	2,276	1,063	2,128	2,093	-36.3%	-19.7%	-8.0%
<b>Total Six-Hour, Two-Way Peak Period Volumes</b>	<b>6,015</b>	<b>6,171</b>	<b>5,266</b>	<b>5,494</b>	<b>4,592</b>	<b>4,330</b>	<b>3,786</b>	<b>3,893</b>	<b>4,166</b>	<b>4,448</b>	<b>4,384</b>	<b>4,518</b>	<b>4,132</b>	<b>1,882</b>	<b>3,499</b>	<b>3,654</b>	<b>-39.3%</b>	<b>-20.4%</b>	<b>-11.6%</b>

**ACADEMIC CORE ACCESS TRAFFIC**

Periods	1990 (1)	2000	2007	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021 (2)	2022	2023	Percent Change 1990-2023	Percent Change 2012-2023	Percent Change 2020-2023
Three-Hour, Two-Way AM Peak Period Volumes (7 AM to 10 AM)	6,279	7,546	6,539	n/a	6,652	n/a	5,933	5,826	6,278	6,118	5,848	5,947	6,168	3,056	4,597	5,749	-8.4%	-13.6%	-6.8%
Three-Hour, Two-Way PM Peak Period Volumes (3 PM to 6 PM)	7,757	9,235	8,807	n/a	9,314	n/a	8,020	8,371	8,438	8,510	7,831	8,369	7,915	4,336	6,814	7,403	-4.6%	-20.5%	-6.5%
<b>Total Six-Hour, Two-Way Peak Period Volumes</b>	<b>14,036</b>	<b>16,781</b>	<b>15,346</b>	<b>n/a</b>	<b>15,966</b>	<b>n/a</b>	<b>13,953</b>	<b>14,197</b>	<b>14,716</b>	<b>14,628</b>	<b>13,679</b>	<b>14,316</b>	<b>14,083</b>	<b>7,392</b>	<b>11,411</b>	<b>13,152</b>	<b>-6.3%</b>	<b>-17.6%</b>	<b>-6.6%</b>

Notes:

(1) 1990 did not have traffic counts for Ponce/Dickinson and Campo Sano/Wilder. Not a complete data set for the University's Academic Core

(2) Traffic volumes influenced by COVID-19.

**Appendix 1B  
TRAFFIC VOLUMES AT THE FIVE MAIN DRIVEWAYS ON SAN AMARO DRIVE AND CAMPO SANO AVENUE**

**Three-Hour, Two-Way AM Peak Period Volumes (7 AM to 10 AM)**

<b>UM Entrance</b>	<b>1990 (1)</b>	<b>2000 (2)</b>	<b>2011 (3)</b>	<b>2012 (4)</b>	<b>2013 (5)</b>	<b>2014 (6)</b>	<b>2015 (9)</b>	<b>2016 (10)</b>	<b>2017 (12)</b>	<b>2018 (13)</b>	<b>2019 (14)</b>	<b>2020 (15)</b>	<b>2021 (16)</b>	<b>2022 (17)</b>	<b>2023 (18)</b>	<b>Percent Change 1990 - 2023</b>	<b>Percent Change 2012 - 2023</b>	<b>Percent Change 2020 - 2023</b>
San Amaro Drive/Miller Road (7)	N/A	N/A	N/A	N/A	238	(8)	264	374	402	467	479	469	234	264	305			
San Amaro Drive/Miller Drive (7)	810	821	645	466	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
San Amaro Drive/Memorial Drive	566	608	661	582	849	782	556	663	541	528	539	496	235	344	383			
San Amaro Drive/Robbia Avenue	236	222	226	223	177	162	183	165	191	186	169	178	71	134	145			
Campo Sano Avenue/Wilder Drive (11)	76	136	201	146	205	251	225	248	302	326	353	327	134	291	320			
Campo Sano Avenue/Brunson Drive	1,041	1,522	643	568	521	422	367	427	429	405	447	386	145	338	408			
<b>AM THREE HOUR TOTALS</b>	<b>2,729</b>	<b>3,309</b>	<b>2,376</b>	<b>1,985</b>	<b>1,990</b>	<b>1,617</b>	<b>1,595</b>	<b>1,877</b>	<b>1,865</b>	<b>1,912</b>	<b>1,987</b>	<b>1,856</b>	<b>819</b>	<b>1,371</b>	<b>1,561</b>	<b>-42.8%</b>	<b>-21.4%</b>	<b>-15.9%</b>

**Three-Hour, Two-Way PM Peak Period Volumes (3 PM to 6 PM)**

<b>UM Entrance</b>	<b>1990 (1)</b>	<b>2000 (2)</b>	<b>2011 (3)</b>	<b>2012 (4)</b>	<b>2013 (5)</b>	<b>2014 (6)</b>	<b>2015 (9)</b>	<b>2016 (10)</b>	<b>2017 (12)</b>	<b>2018 (13)</b>	<b>2019 (14)</b>	<b>2020 (15)</b>	<b>2021 (16)</b>	<b>2022 (17)</b>	<b>2023 (18)</b>	<b>Percent Change 1990 - 2023</b>	<b>Percent Change 2012 - 2023</b>	<b>Percent Change 2020 - 2023</b>
San Amaro Drive/Miller Road (7)	N/A	N/A	N/A	N/A	371	(8)	383	445	648	556	709	566	314	490	444			
San Amaro Drive/Miller Drive (7)	1,093	876	975	816	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
San Amaro Drive/Memorial Drive	830	848	877	640	820	1,024	720	624	686	589	622	690	272	578	507			
San Amaro Drive/Robbia Avenue (11)	274	174	191	184	171	195	236	190	181	195	220	190	80	142	137			
Campo Sano Avenue/Wilder Drive	162	197	247	222	286	329	383	415	428	504	465	327	202	440	466			
Campo Sano Avenue/Brunson Drive	927	767	828	745	692	621	576	615	640	628	515	503	195	478	539			
<b>PM THREE HOUR TOTALS</b>	<b>3,286</b>	<b>2,862</b>	<b>3,118</b>	<b>2,607</b>	<b>2,340</b>	<b>2,169</b>	<b>2,298</b>	<b>2,289</b>	<b>2,583</b>	<b>2,472</b>	<b>2,531</b>	<b>2,276</b>	<b>1,063</b>	<b>2,128</b>	<b>2,093</b>	<b>-36.3%</b>	<b>-19.7%</b>	<b>-8.0%</b>

**Total Six-Hour, Two-Way Peak Period Volumes**

<b>SIX-HOUR TOTAL VOLUMES</b>	<b>YEAR</b>															<b>Percent Change</b>		
	<b>1990</b>	<b>2000</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>1990 - 2023</b>	<b>2012 - 2023</b>	<b>2020 - 2023</b>
	<b>6,015</b>	<b>6,171</b>	<b>5,494</b>	<b>4,592</b>	<b>4,330</b>	<b>3,786</b>	<b>3,893</b>	<b>4,166</b>	<b>4,448</b>	<b>4,384</b>	<b>4,518</b>	<b>4,132</b>	<b>1,882</b>	<b>3,499</b>	<b>3,654</b>	<b>-39.3%</b>	<b>-20.4%</b>	<b>-11.6%</b>

**NOTES:**

- (1) Traffic counts conducted April 18-19, 1990, University of Miami Coral Gables Campus Parking and Traffic Study, Ralph Burke Associates and Joseph L. Rice.
- (2) Traffic counts conducted in April 2000, University of Miami, Coral Gables Campus, Year 2000 Update & Concurrency Analysis, Keith and Schnars and Jack A. Ahlstedt, P.E., June 2000.
- (3) Traffic counts conducted April 12-13, 2011, Traffic Survey Specialists, Inc.
- (4) Traffic counts conducted March 29 - April 12, 2012, Traffic Survey Specialists, Inc. (Data for 2013 Regional Traffic Study)
- (5) Traffic counts conducted April 2, 2013, Traffic Survey Specialists, Inc.
- (6) Traffic counts conducted April 2, 2014, Traffic Survey Specialists, Inc.
- (7) San Amaro Drive/Miller Road operated as signalized intersection until late 2012 with no access to the Campus. Intersection converted to roundabout mid-October 2012 with a new Miller Road access to the UM Campus via the roundabout. The Miller Drive access to the UM Campus was permanently closed.
- (8) UM access at Miller Road Roundabout closed due to campus construction (School of Music). Traffic diverted to Memorial Drive access.
- (9) Traffic counts conducted April 1, 2015, Traffic Survey Specialists, Inc.
- (10) Traffic counts conducted March 30, 2016, Traffic Survey Specialists, Inc.
- (11) 2015 volumes revised as result of review of the data.
- (12) Traffic counts conducted March 2, 2017, Traffic Survey Specialists, Inc. (Data for 2018 Regional Traffic Study)
- (13) Traffic counts conducted April 10, 2018, Traffic Survey Specialists, Inc.
- (14) Traffic counts conducted March 19, 2019, Traffic Survey Specialists, Inc.
- (15) Traffic counts conducted February 18, 2020, Traffic Survey Specialists, Inc.
- (16) Traffic counts conducted March 16, 2021, Traffic Survey Specialists, Inc. Traffic volumes influenced by COVID-19.
- (17) Traffic counts conducted April 19, 2022,
- (18) Traffic counts conducted February 28, 2023, Traffic Survey Specialists, Inc.

**APPENDIX 1C**

Academic Core Intersections	Spring 2023 Traffic Volumes - February 28, 2023							
	AM Peak Period (7-10 AM)			PM Peak Period (3-6 PM)			6-Hour Two-Way	Access Percent
	Inbound	Outbound	Two-Way	Inbound	Outbound	Two-Way		
<b>North of Lake Osceola</b>								
1 San Amaro Drive/Miller Road	220	85	305	235	209	444	749	5.7%
2 San Amaro Drive/Memorial Drive	255	128	383	203	304	507	890	6.8%
3 San Amaro Drive/Robbia Avenue	119	26	145	58	79	137	282	2.1%
4 San Amaro Drive, Lot 504A S. Driveway	24	11	35	3	22	25	60	0.5%
7 Campo Sano Avenue/Wilder Drive	260	60	320	170	296	466	786	6.0%
8 Campo Sano Avenue/Brunson Drive	350	58	408	253	286	539	947	7.2%
10 Pisano Avenue/University Drive	246	313	559	207	292	499	1,058	8.0%
11 Pisano Avenue Lot 209 (North)	245	100	345	169	252	421	766	5.8%
12 Pisano Avenue Lot 209 (South)	335	106	441	239	327	566	1,007	7.7%
<b>Campo Sano and Pisano Driveways Total:</b>	<b>2,054</b>	<b>887</b>	<b>2,941</b>	<b>1,537</b>	<b>2,067</b>	<b>3,604</b>	<b>6,545</b>	<b>49.8%</b>
<b>South of Lake Osceola</b>								
6 Ponce de Leon Blvd/Mahoney-Pearson Garage Driveway	266	57	323	99	323	422	745	5.7%
9 Ponce de Leon Blvd/Mahoney-Pearson Service Driveway (2)	31	30	61	40	45	85	146	1.1%
13 Ponce de Leon Blvd/Stanford Drive	840	226	1,066	703	823	1,526	2,592	19.7%
14 Ponce de Leon Blvd/Merrick Street	528	94	622	249	539	788	1,410	10.7%
18 Ponce de Leon Blvd/Dauer Drive (1)	0	0	0	0	0	0	0	0.0%
19 Dickinson Drive/Walsh Avenue	500	236	736	396	582	978	1,714	13.0%
<b>Ponce de Leon Blvd Driveway Total:</b>	<b>2,165</b>	<b>643</b>	<b>2,808</b>	<b>1,487</b>	<b>2,312</b>	<b>3,799</b>	<b>6,607</b>	<b>50.2%</b>
<b>Academic Core Total:</b>	<b>4,219</b>	<b>1,530</b>	<b>5,749</b>	<b>3,024</b>	<b>4,379</b>	<b>7,403</b>	<b>13,152</b>	<b>100.0%</b>

Note:

(1) Ponce de Leon Boulevard/Dauer Drive gate closed on February 28, 2023.

**APPENDIX 2**  
**Ride Hailing Services**  
**2023 Counts**

**Appendix 2A**  
**Rideshare Counts on 2/28/2023 (Tuesday)**

1. Stanford Drive Circle						
Start Time	Pick Up		Drop Off		Total	Two-Way Traffic
	Uber/Lyft	Taxi	Taxi	Uber/Lyft		
7:00 AM	7	0	0	24	31	62
8:00 AM	4	0	0	27	31	62
9:00 AM	13	0	0	37	50	100
3-Hour AM Drop/Pick	24	0	0	88	112	224
3-Hour AM Traffic	48	0	0	176		
3:00 PM	34	0	0	39	73	146
4:00 PM	21	0	0	32	53	106
5:00 PM	21	0	0	22	43	86
3-Hour PM Drop/Pick	76	0	0	93	169	338
3-Hour PM Traffic	152	0	0	186		
Six-Hours Drop/Pick	100	0	0	181	281	562
Six-Hours Traffic	200	0	0	362		

2. Miller Drive Plaza						
Start Time	Pick Up		Drop Off		Pick/Drop Total	Two-Way Traffic
	Uber/Lyft	Taxi	Taxi	Uber/Lyft		
7:00 AM	0	0	0	9	9	18
8:00 AM	0	0	0	7	7	14
9:00 AM	0	0	0	7	7	14
3-Hour AM Drop/Pick	0	0	0	23	23	46
3-Hour AM Traffic	0	0	0	46		
3:00 PM	6	0	0	1	7	14
4:00 PM	2	0	0	4	6	12
5:00 PM	3	0	0	0	3	6
3-Hour PM Drop/Pick	11	0	0	5	16	32
3-Hour PM Traffic	22	0	0	10		
Six-Hours Drop/Pick	11	0	0	28	39	78
Six-Hours Traffic	22	0	0	56		

3. Brunson Drive - Allen Hall / School of Communication Area (North-South)						
Start Time	Pick Up		Drop Off		Pick/Drop Total	Two-Way Traffic
	Uber/Lyft	Taxi	Taxi	Uber/Lyft		
7:00 AM	0	0	0	7	7	14
8:00 AM	0	0	0	8	8	16
9:00 AM	4	0	0	15	19	38
3-Hour AM Drop/Pick	4	0	0	30	34	68
3-Hour AM Traffic	8	0	0	60		
3:00 PM	3	0	0	1	4	8
4:00 PM	3	0	0	3	6	12
5:00 PM	3	0	0	3	6	12
3-Hour PM Drop/Pick	9	0	0	7	16	32
3-Hour PM Traffic	18	0	0	14		
Six-Hours Drop/Pick	13	0	0	37	50	100
Six-Hours Traffic	26	0	0	74		

4. Schwartz / Allen Hall Area (East-West)						
Start Time	Pick Up		Drop Off		Pick/Drop Total	Two-Way Traffic
	Uber/Lyft	Taxi	Taxi	Uber/Lyft		
7:00 AM	0	0	0	3	3	6
8:00 AM	0	0	0	0	0	0
9:00 AM	4	0	0	5	9	18
3-Hour AM Drop/Pick	4	0	0	8	12	24
3-Hour AM Traffic	8	0	0	16		
3:00 PM	2	0	0	1	3	6
4:00 PM	3	0	0	1	4	8
5:00 PM	1	0	0	0	1	2
3-Hour PM Drop/Pick	6	0	0	2	8	16
3-Hour PM Traffic	12	0	0	4		
Six-Hours Drop/Pick	10	0	0	10	20	40
Six-Hours Traffic	20	0	0	20		

**Appendix 2B**  
**Rideshare Percentage of Total Traffic Volumes**

Time	University Academic Core Two-Way Traffic	Uber / Lyft /Taxi			
		Pick-Up	Drop-Off	Two-Way Traffic	% of Total
<b>North of Lake Osceola</b>					
3-HR AM	2,941	8	61	138	4.7%
3-HR PM	3,604	26	14	80	2%
Six-Hours	6,545	34	75	218	3%
<b>South of Lake Osceola</b>					
3-HR AM	2,808	24	88	224	8%
3-HR PM	3,799	76	93	338	9%
Six-Hours	6,607	100	181	562	9%
<b>Total</b>					
3-HR AM	5,749	32	149	362	6%
3-HR PM	7,403	102	107	418	6%
Six-Hours	13,152	134	256	780	6%

**Appendix 2C**  
**Total Rideshare and Two-Way Traffic at 4-Locations**

<b>Total at Four (4) Locations</b>					
<b>Time Frame</b>	<b>Pick Up</b>		<b>Drop Off</b>		<b>Total</b>
	<b>Uber/Lyft</b>	<b>Taxi</b>	<b>Taxi</b>	<b>Uber/Lyft</b>	
<b>3-Hour AM Drop/Pick</b>	32	0	0	149	181
<b>3-Hour PM Drop/Pick</b>	102	0	0	107	209
<b>Six-Hours Drop/Pick</b>	134	0	0	256	390
<b>Time Frame</b>	<b>Pick Up Traffic</b>		<b>Drop Off Traffic</b>		<b>Total</b>
	<b>Uber/Lyft</b>	<b>Taxi</b>	<b>Taxi</b>	<b>Uber/Lyft</b>	
<b>3-Hour AM Traffic</b>	64	0	0	298	362
<b>3-Hour PM Traffic</b>	204	0	0	214	418
<b>Six-Hours Traffic</b>	268	0	0	512	780

**APPENDIX 3**  
**Mobility Plan Matrix**

**Appendix 3: Mobility Plan Matrix  
Academic Years 2015-2023**

Program	Academic Year 2015-16	Academic Year 2016-17	Academic Year 2017-18	Academic Year 2018-19	Academic Year 2019-20	Academic Year 2020-21	Academic Year 2021-22	Academic Year 2022-23
<b>A. Residential Campus Strategy<sup>1</sup></b>								
A.1. Number of on-campus beds	4,344	4,293	4,300	4,212	4,212	5,157	5,307	4,585
<b>Campus Population (Headcount)</b>								
A.2. Total Number of enrolled students	14,666	14,459	14,572	14,910	15,384	11,603 <sup>o</sup>	16,238	16,270
Total Number of Resident students	4,013	4,048	4,193	4,181	4,137	3,692	5,158	4,568
Total Number of Commuter students	10,653	10,411	10,379	10,729	11,247	7,911	11,080	11,702
A.3. Total Number of Faculty and Staff	3,326	3,344	3,447	3,454	3,521	3,374	3,378	3,562
<b>B. Academic Parking Management Program and Policies<sup>2</sup></b>								
<b>Academic Parking Supply</b>								
B.1. Total on-campus parking (surface and garage)	8,824	8,620	8,297	8,195	8,136	8,121	7,865	7,869
<b>Parking Supply North of the Lake</b>								
B.2. Total on-campus parking north of the lake (surface and garage)	2,471	2,469	2,473	2,350	2,337	2,336	2,287	2,286
Surface Parking	2,471	2,469	2,473	2,350	2,337	2,336	2,287	2,286
Red Zone	1,775	1,782	1,734	1,646	1,709	1,709	1,709	1,703
Purple Zone	696	687	739	704	628	627	578	583
Garage Parking	-	-	-	-	-	-	-	-
<b>Parking Supply South of the Lake</b>								
B.3. Total on-campus parking south of the lake (surface and garage)	6,353	6,151	5,824	5,845	5,799	5,785	5,578	5,583
Surface Parking	3,113	3,120	2,697	2,802	2,760	2,741	2,540	2,535
Garage Parking	3,240	3,031	3,127	3,043	3,039	3,044	3,038	3,048
Yellow Zone	1,190	1,281	1,261	1,260	1,237	1254	1116	1012
Pink Zone	1,128	980	919	918	912	905	896	895
White Zone	594	329	326	322	323	320	320	327
Grey Zone	794	807	759	795	793	778	778	800
Green Zone	1,279	-	-	-	-	-	-	-
Brown Zone	-	863	859	860	868	866	848	884
Burgundy Zone	-	235	235	203	203	201	203	204
Green Zone (formerly Blue Zone)	532	774	590	610	588	586	542	587
University Village	836	836	831	831	829	829	829	828
Ponce Garage (UMPD/Psychology)	-	46	46	46	46	46	46	46
<b>Supporting Information:</b>								
B.4. Change of Total on-campus parking	-54	-204	323	-102	-59	-74	-256	4
Change of North Campus Area parking supply	1	-2	-4	-123	-13	-14	-203	-1
Change of South Campus Area parking supply	-55	-202	327	21	-46	-60	-49	5
<b>Permits issued</b>								
B.5. Total on campus permits issued	9,818	9,624	9,122	9,718	9,601	6,803	9,112	10,719
<b>Permits Issued North of the Lake</b>								
B.6. Permits issued north of the lake	2,566	2,523	2,645	2,756	2,674	2485	2,646	3,194
Red Zone	2,165	2,109	2,053	2,170	2,132	1989	2,165	2,684
Purple Zone	401	414	563	586	542	496	481	510
Lot A (Demolished)	-	-	29	-	-	-	-	-
<b>Permits Issued South of the Lake</b>								
B.7. Permits issued south of the lake	8,432	8,340	5,657	6,586	6,315	3770	5871	6819
Residential	797	764	697	598	547	658	867	936
Blue Zone	404	388	297	256	236	-	-	-
Yellow Zone	-	-	60	-	-	85	146	116
Brown Zone	-	-	-	-	-	216	314	310
Green Zone - Mahoney Pearson Garage	-	-	-	-	-	77	107	82
University Village	393	376	340	342	311	280	300	428
Commuters	5,412	5,354	4,960	5,988	5,768	3112	5004	5883
Yellow Zone	1,298	1,419	1,189	1,769	1,845	631	1605	1050
Pink Zone	913	983	958	973	1,075	1026	986	1258
White Zone	474	222	282	317	362	240	283	349
Grey Zone	619	754	635	820	657	422	691	883
Green Zone - Mahoney Pearson Garage	1,602	579	352	454	365	264	442	915
Burgundy Zone	-	155	164	234	185	76	153	254
Brown Zone	-	914	1,086	1,024	1,120	327	709	1,027
Albenga Garage	-	-	86	59	87	54	63	75
Ponce Garage (UMPD/Psychology)	-	-	-	-	72	72	72	72
Miscellaneous permits - BOT, Emeritus, Reserved, Adj. Faculty, Service, Motorcycle, Vendor,	1043	983	820	376	612	548	595	706
<b>C. Non-Academic Parking Management Program and Policies</b>								
<b>Non-Academic Parking Supply</b>								
C.1. Total parking	-	1,067	1,070	1,070	1,070	1,070	1,070	1,070
Lennar Foundation Medical Center - Ponce Garage	-	1,056	1,059	1,059	1,059	1,059	1,059	1,059
Lennar Foundation Medical Center - Yellow Zone	-	11	11	11	11	11	11	11
<b>D. Public Transit Program<sup>3</sup></b>								
<b>Total University of Miami System**</b>								
D.1. Average Number of Monthly Metropasses/Tri-Rail Passes distributed	2,840	2,845	2,776	2,501	2,661	-	<sup>oo</sup>	1,511
<b>University of Miami Coral Gables Only</b>								
D.2. Average Number of Monthly Metropasses/Tri-Rail Passes distributed	371	360	381	386	399	-	<sup>oo</sup>	141
<b>University Metrorail Station (source: Miami-Dade County Transit)</b>								
D.3. University Metrorail Station Ridership*	512,398	473,905	443,519	531,366	428,603	117,951	235,765	335,684
UPDATE to include August through May	-	-	-	-	-	-	302,024	-
<b>Metrobus Ridership Routes and Stops (source: Metro-Dade Transit)</b>								
D.4. Route 48/56/57/500, UM stops (yearly total based on weekday average)***	114,400	98,024	72,540	-	-	-	-	-
<b>E. Trip-Sharing Program<sup>4</sup></b>								
<b>Zip Car Program</b>								
E.1. Number of Zipcars on Coral Gables campus	16	19	14	12	12	7	20	14
E.2. Number of UM and Coral Gables participants	1,540	1,296	1,219	1,178	1,200	936	1,325	1,376
<b>Car/Van Pool</b>								
E.3. Total number of program registrants	3	0	187	336	249	-	-	9
<b>Taxi/Ride Share Stand Areas</b>								
E.4. Number of pickup / drop off locations (formerly taxi/ride share stand areas)	2	2	7	7	7	7	7	7
<b>Ridehailing<sup>5</sup></b>								
E.5. Percentage of Campus Trips in the AM Peak Hours	-	-	-	-	8%	2%	1%	6%
E.6. Percentage of Campus Trips in the PM Peak Hours	-	-	-	-	5%	3%	2%	6%
<b>F. Hurry'Canes Shuttle Program<sup>6</sup></b>								
<b>On-Campus Shuttle*</b>								
F.1. Total ridership during academic year	721,532	654,566	705,405	747,399	556,521	153,562	327,077	466,701
<b>Recreational and Shopping Shuttles / Football Game Shuttles**</b>								
F.2. Total ridership during academic year**	8,146	4,694	1,657	12,378	7,429	-	10,007	10,118
<b>Rosenstiel School of Marine and Atmospheric Science (RSMAS) Shuttles</b>								
F.3. Total ridership during academic year*	13,856	13,357	9,827	10,003	7,559	4,411	7,412	n/a
<b>Saferide</b>								
F.4. Total ridership during academic year*	-	-	-	3,643	2,652	-	606	n/a
<b>G. Bicycle Program<sup>7</sup></b>								
G.1. Total annual UM Bicycle registration	1,164	913	515	791	749	703	594	931 <sup>ooo</sup>
G.2. Total on-campus bike racks****	335	349	351	294	127	126	435	n/a
G.3. Total bike capacity	1,752	1,808	1,812	1,686	1,818	1800	1,743	n/a

**Appendix 3: Mobility Plan Matrix  
Academic Years 2015-2023**

Program	Academic Year 2015-16	Academic Year 2016-17	Academic Year 2017-18	Academic Year 2018-19	Academic Year 2019-20	Academic Year 2020-21	Academic Year 2021-22	Academic Year 2022-23
<ol style="list-style-type: none"> <li>1. See Volume II, Section A for supporting documentation</li> <li>2. See Volume II, Section B for supporting documentation</li>   <li>3. See Volume II, Section D for supporting documentation</li>   <li>4. See Volume II, Section E for supporting documentation</li> <li>5. See Appendix 2, Mobility Plan for supporting documentation</li> <li>6. See Volume II, Section F for supporting documentation</li> <li>7. See Volume II, Section G for supporting documentation</li> </ol>								

\* Includes available data up to March 2023

\*\*From 2019 on, reflects only football game shuttles.

\*\*\*Miami-Dade Transit no longer records ridership on Route 56, Route 48 discontinued

\*\*\*\*Bike rack counts were conducted per location instead of individual racks. Future counts will continue to be per location.

<sup>oo</sup> Data not available at time of submittal

<sup>ooo</sup> Scooters can also be registered

# Appendix 14

**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.

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**NOT A BOUNDARY SURVEY**

<p style="font-size: small;">2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275</p> <p style="font-size: x-small;">ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24</p>	<p><b>RIGHT OF WAY ENCROACHMENTS                  SPECIFIC PURPOSE                  SURVEY</b></p>	<p>ORIGINAL: <u>04/08/2011</u></p> <p>REVISIONS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>
		<p>JOB NO. <u>100020690</u></p> <p>DRAWN <u>Z.C.P.</u></p> <p>CHECKED <u>D.W.D.</u></p> <p>QC <u>D.W.D.</u></p> <p style="text-align: right;"><b>SHEET: 1 OF 11</b></p>

**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 WHERE 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 LEGAL RESTRICTIONS ON THE PROJECT AREA THAT ARE NOT SHOWN ON THE SURVEY MAP OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, THE CITY OF CORAL GABLES, OR ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR. THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP OR POSSESSION OF THE PROJECT AREA BY ANY ENTITY OR INDIVIDUAL WHO MAY APPEAR OF PUBLIC RECORD.
2. NO EXCAVATION OR DETERMINATION WAS MADE AS TO HOW THE PROJECT AREA IS SERVED BY UTILITIES. SUBSURFACE UTILITIES, INCLUDING, BUT WITHOUT LIMITATION TO PIPES, WIRES, VAULTS, BOXES, DRAIN TILES, VOIDS, CABLES AND OTHER MATERIALS ANCILLARY TO THE DELIVERY AND/OR DISPOSAL OF WATER, WASTEWATER, SEWAGE, ELECTRICITY, GAS, TELEPHONE SERVICE, CABLE TELEVISION &C. AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE PROJECT AREA WERE NOT LOCATED AND ARE NOT SHOWN. IN ADDITION, THE FOUNDATIONS OF THE EXISTING SURFACE STRUCTURES AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE PROJECT AREA WERE NOT LOCATED. THIS NOTICE IS REQUIRED BY THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
3. SUBSURFACE SOIL CONDITIONS WERE NOT DETERMINED, AS THIS FALLS OUTSIDE THE PURVIEW OF THIS SURVEY. THESE CONDITIONS MAY INCLUDE THE DETERMINATION OF WETLANDS, FILLED-IN AREAS, GEOLOGICAL/ARCHEOLOGICAL CONDITIONS OR POSSIBLE CONTAMINATION BY HAZARDOUS LIQUID OR SOLID WASTE THAT MAY OCCUR WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE PROJECT AREA.
4. WELL-IDENTIFIED FEATURES AS DEPICTED ON THE SURVEY MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT.
5. NOTICE IS HEREBY GIVEN THAT SUNSHINE STATE ONE CALL OF FLORIDA, INC. MUST BE CONTACTED AT 1-800-432-4770 AT LEAST 2 BUSINESS DAYS IN ADVANCE OF ANY CONSTRUCTION, EXCAVATION OR DEMOLITION ACTIVITY WITHIN, UPON, ABUTTING OR ADJACENT TO THE PROJECT AREA. THIS NOTICE IS GIVEN IN COMPLIANCE WITH THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT," PURSUANT TO CHAPTER 556.101-111 OF THE FLORIDA STATUTES.
6. THE SURVEY MAP IS INTENDED TO BE DISPLAYED IN ENGLISH UNITS OF MEASUREMENT AS REPRESENTED BY THE GRAPHIC AND STATED SCALES INDICATED ON THE SURVEY MAP. ATTENTION IS DRAWN TO THE FACT THAT SAID SCALE MAY BE ALTERED BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
7. THIS PRODUCT DOES NOT REPRESENT A BOUNDARY SURVEY OF THE DESCRIBED PREMISES.

**ARTICLE VII  
APPARENT PHYSICAL USE:**

1. THE PROJECT AREA CONSISTS OF IMPROVEMENTS AS MORE FULLY SHOWN ON THE SURVEY MAP.
2. THESE MEASUREMENTS AND EXAMINATIONS WERE PERFORMED UNDER MY DIRECT SUPERVISION AND IN MY PROFESSIONAL JUDGMENT, EVERY ATTEMPT WAS MADE TO LOCATE THE DATA IN QUESTION USING THE STANDARD OF CARE FOR SURVEYING AND MAPPING IN THESE MATTERS, SUBJECT TO THE LIMITATIONS AS SET FORTH IN THIS SURVEY MAP AND REPORT.

**ARTICLE VIII  
EXPRESS PURPOSE/RECOMMENDATION:**

1. THIS "SPECIFIC PURPOSE SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WAS PREPARED FOR THE EXPRESS PURPOSE OF IDENTIFYING POSSIBLE ENCROACHMENTS ACROSS COMMON BOUNDARY LINES BETWEEN THE UNIVERSITY OF MIAMI OWNED LANDS AND THAT OF THE RIGHTS OF WAY OF THE CITY OF CORAL GABLES. THIS IS PART OF AN EFFORT BY THE CLIENT TO SECURE AN AGREEMENT WITH THE CITY FOR CONTINUED USE OF THESE FEATURES IN MANNER ACCEPTABLE TO BOTH PARTIES.
2. IT IS IMPORTANT TO NOTE THAT ONLY VISIBLE SURFACE INDICATIONS OF SAID ENCROACHMENTS ARE SHOWN ON THE SURVEY MAPS AND NO ATTEMPT WAS MADE TO ASCERTAIN THE OWNERSHIP OR USE OF THE DEPICTED FEATURES. FURTHER, AS STATED ELSEWHERE IN THIS REPORT, THE LOCATION OF SUBSURFACE FOUNDATIONS, UTILITIES OR OTHER NON-VISIBLE FEATURES WERE NOT ADDRESSED BY THIS SURVEY. IT IS RECOMMENDED THAT THIS BE TAKEN INTO CONSIDERATION PRIOR TO THE ENTRY OF ANY AGREEMENT BETWEEN THE CLIENT AND THE CITY.



THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

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**NOT A BOUNDARY SURVEY**

<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><b>RIGHT OF WAY ENCROACHMENTS SPECIFIC PURPOSE SURVEY</b></p>		<p>ORIGINAL: 04/08/2011</p> <p>REVISIONS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>	<p>JOB NO. 100020690</p> <p>DRAWN _____ Z.C.P.</p> <p>CHECKED _____ D.W.D.</p> <p>QC _____ D.W.D.</p> <p><b>SHEET: 2 OF 11</b></p>
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**ARTICLE IX  
EASEMENTS AND ENCUMBRANCES:**

NO INFORMATION WAS PROVIDED AS TO THE EXISTENCE OF ANY EASEMENTS OTHER THAN WHAT MAY APPEAR ON THE UNDERLYING PLATS OF RECORD OR OTHER DOCUMENTS CITED HEREIN. PLEASE REFER TO THE LIMITATIONS PORTION (ARTICLE VI) OF THIS REPORT WITH RESPECT TO POSSIBLE RESTRICTIONS OF RECORD AND UTILITY SERVICES.

**ARTICLE X  
CLIENT INFORMATION:**

THIS "SPECIFIC PURPOSE SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WERE PREPARED AT THE INSISTENCE OF AND ARE CERTIFIED TO:

THE UNIVERSITY OF MIAMI  
SUITE 205  
1535 LEVANTE AVENUE  
CORAL GABLES, FL 33146

**ARTICLE XI  
SURVEYOR'S CERTIFICATE:**

THE STATE OF FLORIDA     )  
  ) S.S.  
COUNTY OF MIAMI-DADE    )

I HEREBY CERTIFY: THAT THIS "SPECIFIC PURPOSE SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "SPECIFIC PURPOSE SURVEY" MEETS THE INTENT OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

ATKINS NORTH AMERICA, INC.  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

BY: \_\_\_\_\_  
CARLOS M. DEL VALLE, PLS  
PROFESSIONAL LAND SURVEYOR NO. 4408  
STATE OF FLORIDA  
DATE OF FIELD SURVEY: 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.

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**NOT A BOUNDARY SURVEY**

**ATKINS** 2001 N.W. 107th AVE.  
MIAMI, FL  
33172-2507  
(305) 592-7275  
ATKINS NORTH AMERICA, INC.  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**RIGHT OF WAY ENCROACHMENTS  
SPECIFIC PURPOSE  
SURVEY**

ORIGINAL: 04/09/2011   JOB NO. 100020690  
REVISIONS:                   DRAWN Z.C.P.  
1.                               CHECKED D.W.D.  
2.                               QC D.W.D.  
3.                                 
4.                                 
SHEET: 3 OF 11



0 15 30 60 90



GRAPHIC SCALE IN FEET

SEE MATCH LINE (SHEET 5-11)

BLOCK 82  
"CORAL GABLES  
RIVIERA SECTION PART 5"  
(PLAT BOOK 20, PAGE 38)

### MILLER ROAD

SOUTH LINE, SW 1/4,  
SEC. 19- 54S- 41E

NORTH LINE, NW 1/4,  
SEC. 30- 54S- 41E

**SAN AMARO DRIVE**  
(HURRICANE DRIVE)

R=1154.03'  
L=351.61'  
Δ=17°27'24"

AGREEMENT FOR USE  
OF PUBLIC RIGHTS  
OF WAY  
(O.R.B. 26577, PG. 2563)

R=1194.03'  
L=68.46'  
Δ=03°17'06"

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.

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NOT A BOUNDARY SURVEY

# ATKINS

2001 N.W. 107th AVE.  
MIAMI, FL  
33172-2507  
(305) 592-7275

ATKINS NORTH AMERICA, INC.  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

## RIGHT OF WAY ENCROACHMENTS SPECIFIC PURPOSE SURVEY

ORIGINAL: 04/09/2011

REVISIONS:

- 1
- 2
- 3
- 4

JOB NO. 100020690

DRAWN Z.C.P.

CHECKED D.W.D.

QC D.W.D.

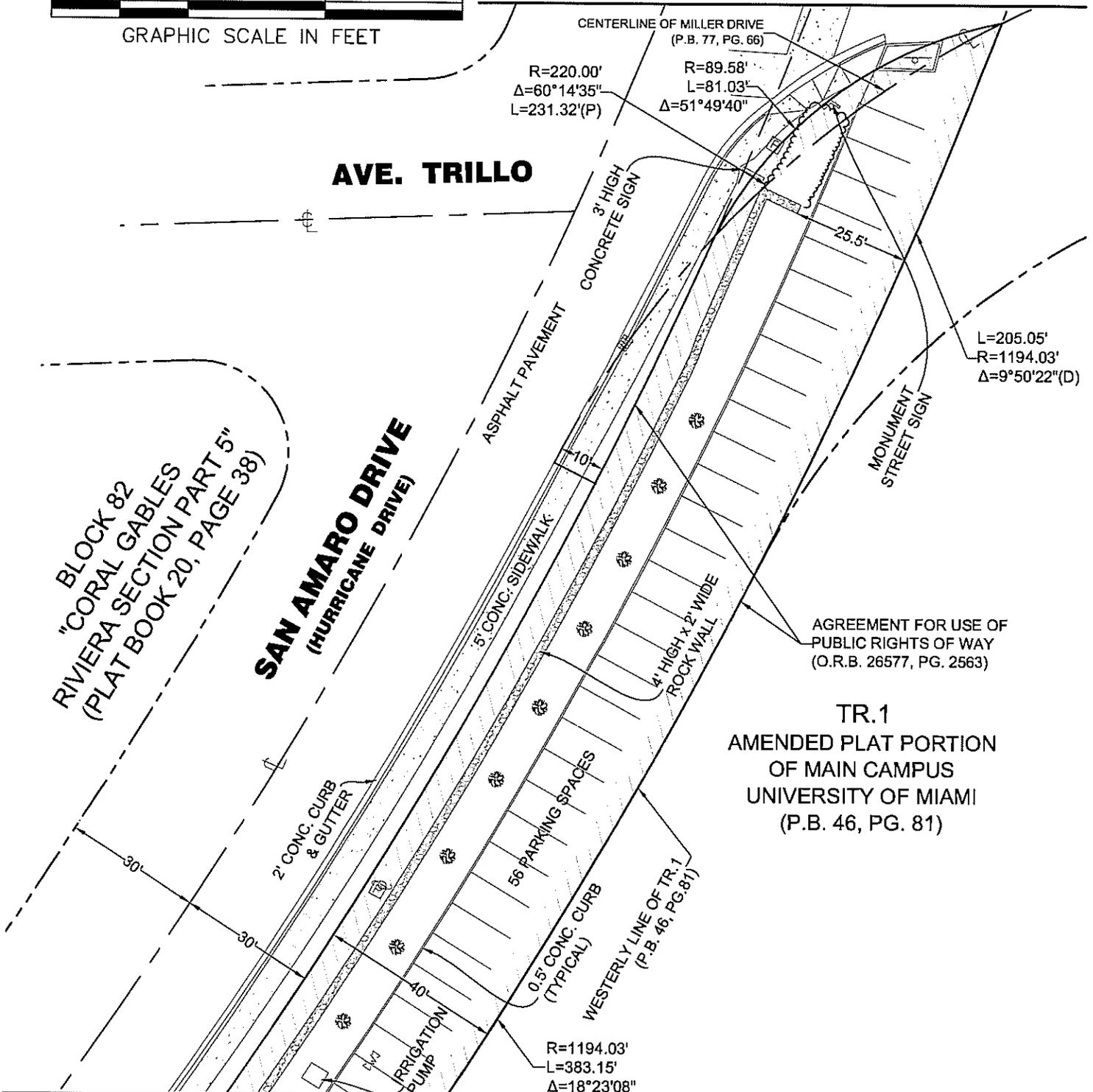
SHEET: 4 OF 11



0 15 30 60 90

GRAPHIC SCALE IN FEET

SEE MATCH LINE (SHEET 6-11)



SEE MATCH LINE (SHEET 4-11)



NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

THIS DOCUMENT CONSISTS OF 11 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

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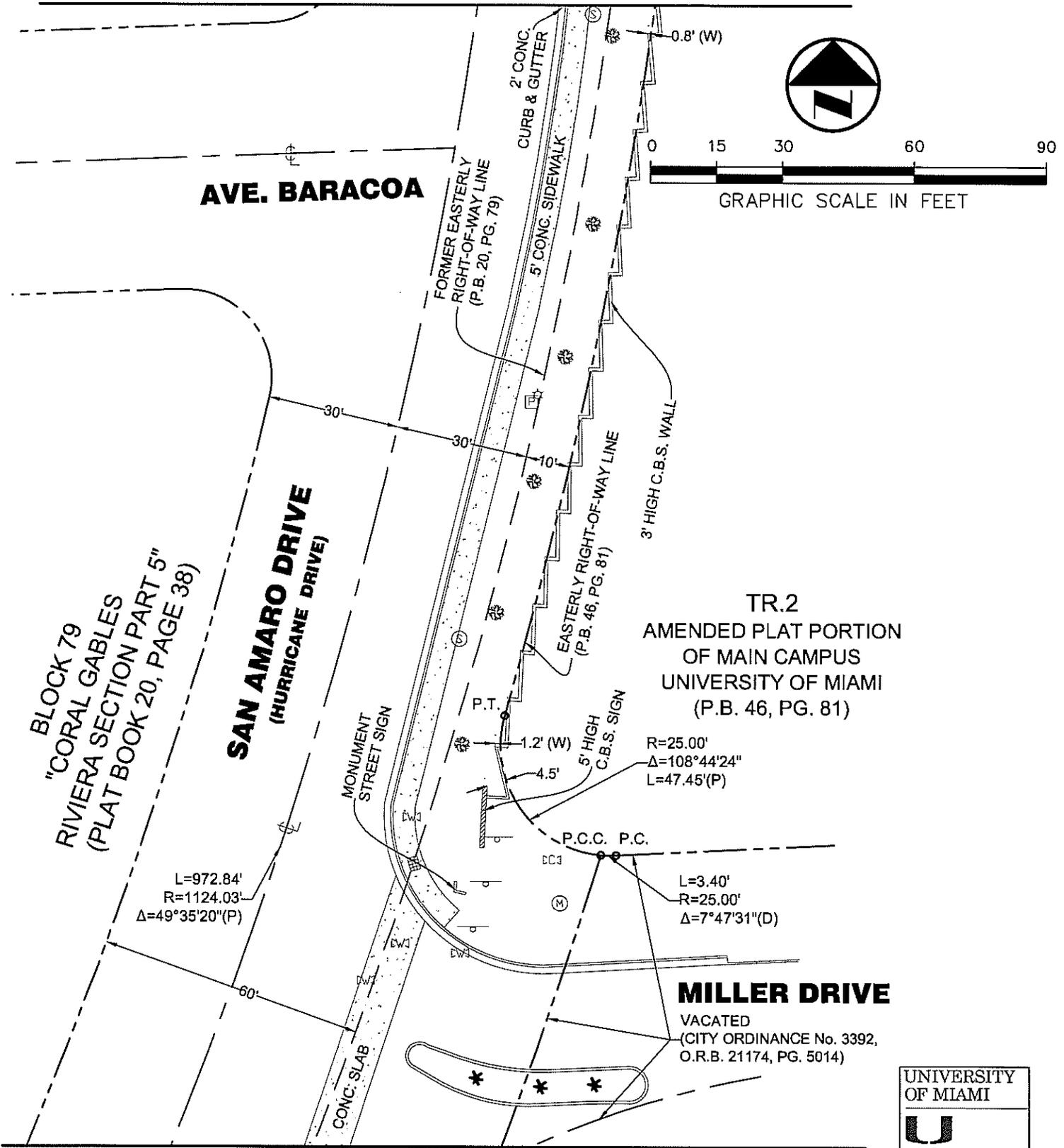
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33172-2507  
(305) 592-7275

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.
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3	
4	
<b>SHEET: 5 OF 11</b>	

SEE MATCH LINE (SHEET 7-11)



SEE MATCH LINE (SHEET 5-11)

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4	
<b>SHEET: 6 OF 11</b>	

SEE MATCH LINE (SHEET 8-11)

**AVE. ANCONA**



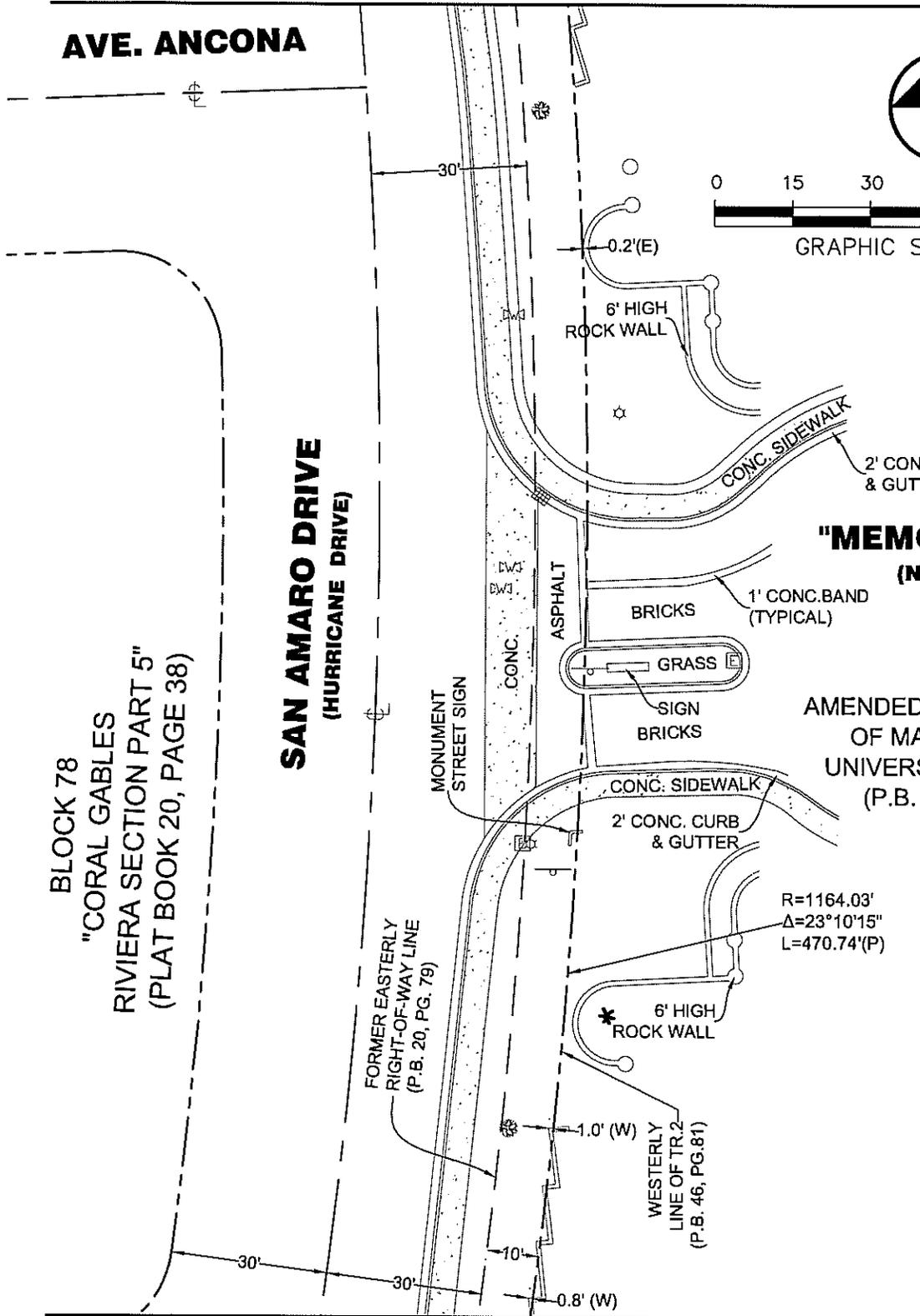
GRAPHIC SCALE IN FEET

**SAN AMARO DRIVE  
(HURRICANE DRIVE)**

BLOCK 78  
"CORAL GABLES"  
RIVIERA SECTION PART 5"  
(PLAT BOOK 20, PAGE 38)

**"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)



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NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

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4	

**SHEET: 7 OF 11**

SEE MATCH LINE (SHEET 9-11)

**AVE. URBINO**

R=3582.03'  
 $\Delta=5^{\circ}08'22''$   
 L=321.31'(P)



GRAPHIC SCALE IN FEET

R=3542.03'  
 $\Delta=5^{\circ}08'22''$   
 L=317.72'(P)

WESTERLY LINE OF TR.2  
 (P.B. 46, PG.81)

TR.2  
 AMENDED PLAT PORTION  
 OF MAIN CAMPUS  
 UNIVERSITY OF MIAMI  
 (P.B. 46, PG. 81)

BLOCK 75  
 "CORAL GABLES"  
 "CORAL SECTION PART 5"  
 RIVIERA SECTION PART 5  
 (PLAT BOOK 20, PAGE 38)

**SAN AMARO DRIVE**  
 (HURRICANE DRIVE)

2' CONC. CURB & GUTTER

3' HIGH C.B.S. WALL

FORMER EASTERLY  
 RIGHT-OF-WAY LINE  
 (P.B. 20, PG. 79)

5' CONC. SIDEWALK

(P.B. 46, PG. 81)

SEE MATCH LINE (SHEET 7-11)

NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

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**RIGHT OF WAY ENCROACHMENTS  
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3	
4	

**SHEET: 8 OF 11**



**AVE. PERUGIA**  
(AVE. ROBBIA)

BLOCK 73  
"CORAL GABLES"  
"RIVIERA SECTION PART 5"  
(PLAT BOOK 20, PAGE 38)

**SAN AMARO DRIVE**  
(HURRICANE DRIVE)

N02°08'44"W(NAD 83/90) N 0°22'53" E(P) 174.33'

2' CONC. CURB & GUTTER

5' CONC. SIDEWALK

N02°08'44"W(C) N 0°22'53" E(P) 174.33'

WESTERLY LINE OF TR.2  
(P.B. 46, PG.81)

4' HIGH x 2' WIDE  
ROCK WALL

0.5' (W)

DUMPSTER

3' HIGH C.B.S. WALL

TR.2  
AMENDED PLAT PORTION  
OF MAIN CAMPUS  
UNIVERSITY OF MIAMI  
(P.B. 46, PG. 81)

SEE MATCH LINE (SHEET 8-11)

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UNIVERSITY  
OF MIAMI



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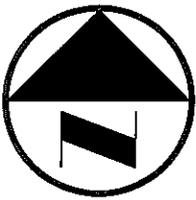
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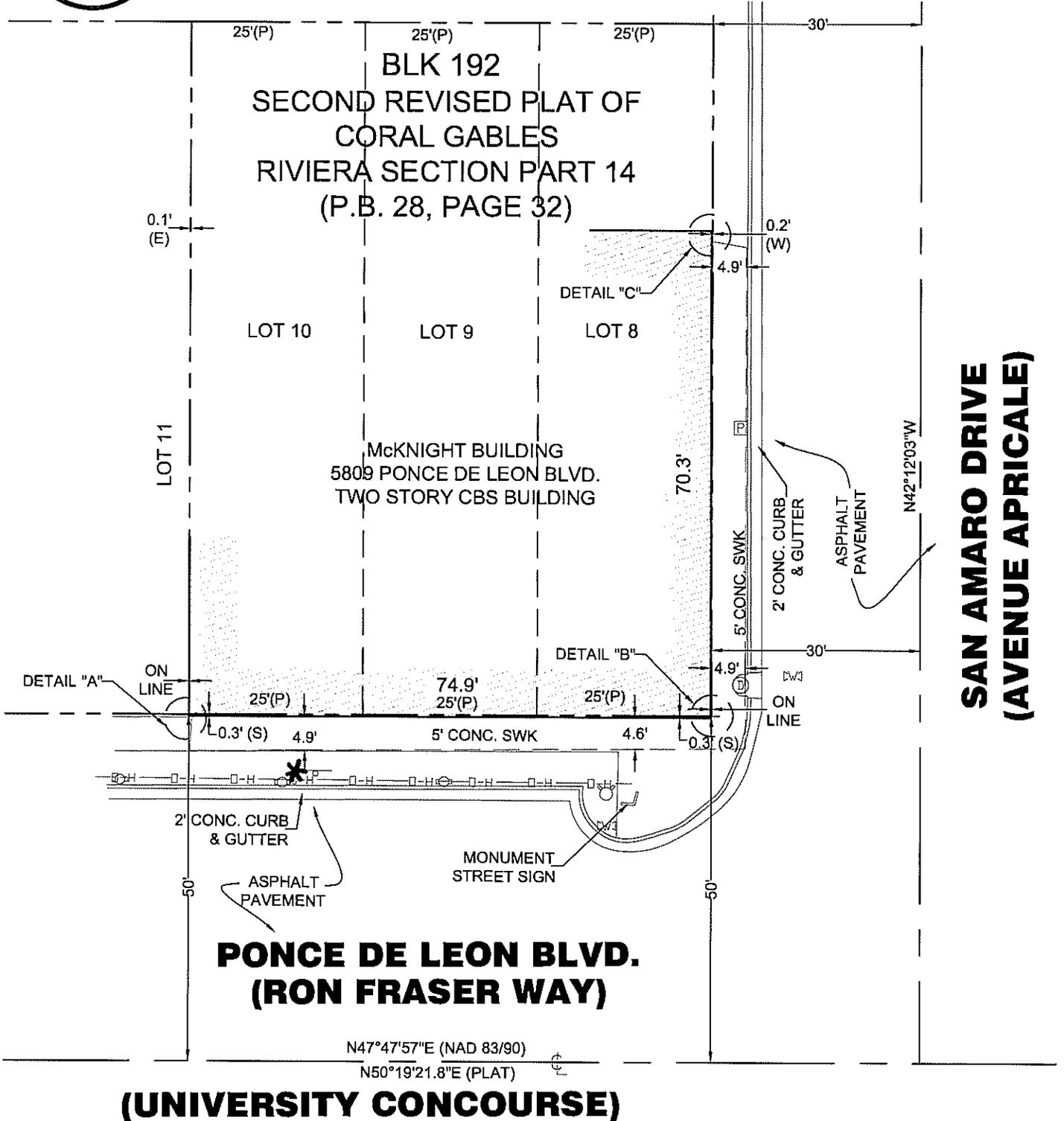
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3	
4	
<b>SHEET: 9 OF 11</b>	



0 10 20 40 60

GRAPHIC SCALE IN FEET



**SAN AMARO DRIVE**  
**(AVENUE APRICALE)**



NOTE: SEE SHEET 11 FOR LEGEND AND ABBREVIATIONS.

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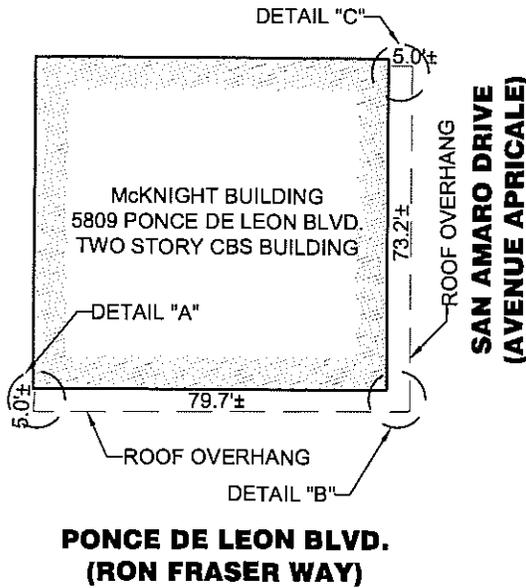
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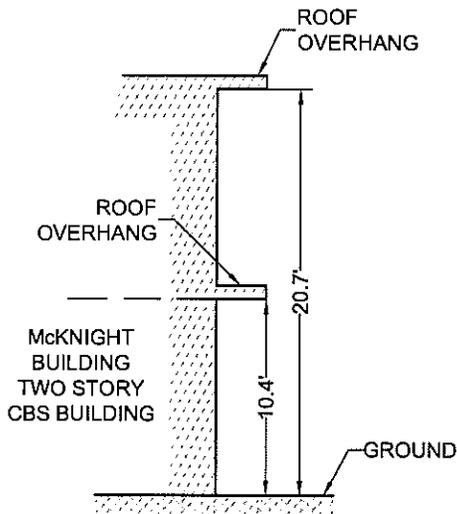
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<b>SHEET: 10 OF 11</b>	

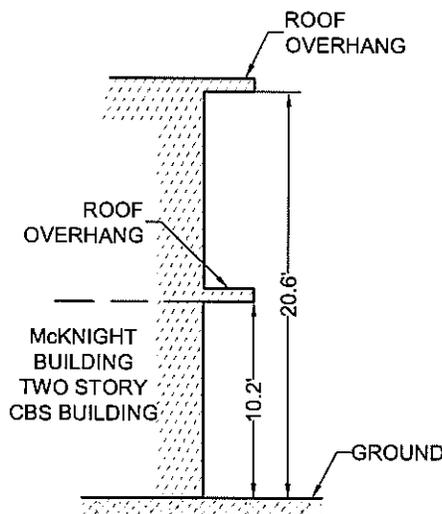


PLAN VIEW  
NOT TO SCALE

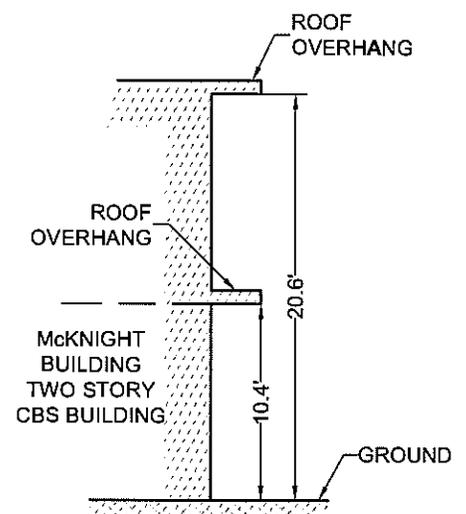
LEGEND		ABBREVIATIONS	
	CATCH BASIN	(C) =	CALCULATED
	CENTER LINE	Δ =	CENTRAL ANGLE (DELTA)
	FIRE HYDRANT	C.B.S. =	CONCRETE BLOCK & STUCCO
	LIGHT POLE	CONC. =	CONCRETE
	MANHOLE (DRAINAGE)	(D) =	DEED
	MANHOLE (SANITARY SEWER)	(E) =	EAST
	MANHOLE (TELEPHONE)	L =	LENGTH (WHEN USED IN CURVE DATA)
	MANHOLE (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



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