



**Development Agreement
Annual Report 2015-2016**
Prepared by the University of Miami
For the City of Coral Gables
August 26, 2016

DEVELOPMENT AGREEMENT 2016 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.

This Development Agreement Annual Report dated August 26, 2016 satisfies the condition in Section 49 of the Development Agreement for the period from September 28, 2015 to September 27, 2016, year six (6) of the Development Agreement.

2. Statutory Provision (SEC. 163.3235 F.S.)

Sec. 163.3235 F.S. provides as follows:

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

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

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

3. JOINT OBLIGATIONS OF CITY AND UNIVERSITY

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 University of Miami hosted the Development Agreement Annual Meeting on December 10, 2015 at the University of Miami.

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 this Development Agreement Annual Report to the City of Coral Gables on August 26, 2016, to satisfy the requirements of Sec. 49 of the Development Agreement. Sec. 49 of the Development Agreement complies with and exceeds the requirements of Sec. 163.3235 F.S.

4. CITY OBLIGATIONS

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

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 amended the Zoning Code (text and map) by Ordinance No. 2010-34 adopted October 12, 2010, attached hereto as Appendix 4; and approved the change in zoning district application by Ordinance No. 2010-35 adopted October 12, 2010, attached hereto as Appendix 5. 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 5A, 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 – Bank United 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 Bank United Center to a maximum of 9,830 seats, provided however that no additional seats shall be installed until an updated Bank United Center Parking and Traffic Management Program, which includes an updated Event Management and Security Plan which reflects the additional seats, has been submitted to the City and approved by the City Manager or his designee.

Status:

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

Sec. 17 – Bank United 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 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 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 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.*

Status:

The Development Agreement amended Resolution No. 2003-7, attached hereto as Appendix 6, to permit the sale of alcohol at the Bank United Center. On November 4, 2010, the University submitted to the City an Event Management and Security Plan, which was approved by the City Manager on January 28, 2011, and is attached hereto as Appendix 7. No further action is required regarding this item.

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 8, and the Declaration of Covenants and Restrictions attached hereto as Appendix 9, the City has not filed an amendment to the Declaration of Covenants and Restrictions in the Public Records of Miami-Dade County.

The University has 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 composite Appendix 10.

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 composite Appendix 10.

UMCAD Amendment H21, the Frost School of Music project, already completed and which received a Temporary Certificate of Occupancy on February 5, 2015 that was renewed on August 9, 2016, see attached as composite Appendix 10.

The University has 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. Said application is currently pending with the City. The City Attorney, by email dated December 9, 2015, attached as composite Appendix 10, has made the determination that equitable tolling applies for the period of time while the application is pending, therefore the University is not required to present construction plans for Phase II of the Internal Road until the period of equitable tolling is completed, as determined by the City Attorney.

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 11. 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 12 and 13 respectively. Likewise, by Quit Claim Deed dated February 7, 2011, attached hereto as Appendix 14, the City deeded the Waterways to the University. No further action is required regarding these items.

The Campus Ownership Map, attached hereto as Appendix 15, shows that the Campus Area has increased to 239.09 acres with the conveyance of the Internal Streets and Waterways, and with the re-conveyance of the Fire Station Property (see Section 4.g. below). 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 16, the City deeded the Fire Station Property to the University. No further action is required regarding this item. The Campus Ownership Map, attached hereto as Appendix 15, shows that the Campus Area has increased to 239.09 acres with the re-conveyance of the Fire Station Property, and with the conveyance of the Internal Streets and Waterways (see Section 4.f. above). No further action is required regarding this item.

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 17. No further action is required regarding this item.

5. 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 Bank United Center and approval of an increase in the maximum permitted number of seats in accordance with the provision Paragraph 17;*
 - iv. final action vacating the internal roads in accordance with Exhibit “G” attached hereto, provided however, that in the event that the University fails to submit an application, together with a survey of the roads to be vacated on or before September 15, 2010, the vacation of the roads shall not be an approval obligation;*
 - v. final action conveying the Fire Station Property to the University in accordance with Exhibit “J”;*
 - vi. final action conveying the internal waterways to the University in accordance with Exhibit “H”; and*
 - vii. final action granting a development order amending the campus Master Plan to authorize and approve the Health Center as a permitted use within the*

University Multi-Use Area. In all succeeding years, the annual payments shall be due on December 1 of each year.

- (b) The payments in consideration for the conveyance of internal streets and waterways provided for in Paragraph 21 and the re-conveyance of the Fire Property in Paragraph 22 and as mitigation for the uses and intensities of use authorized in Paragraph 14, which payments are in addition to the University's obligations under UMCAD 2006, Ordinance 2007-16. The University agrees that the payments provided for in this Paragraph do not entitle the University to a credit of any kind against the obligations of UMCAD 2006, Ordinance 2007-16 or against conditions of approval for any future modifications, changes or amendments to the Campus Master Plan.*
- (c) The Campus Master Plan as amended by UMCAD 2006, Ordinance 2007-16 (and by this Agreement) shall remain in full force and effect and shall be deemed for all purposes to be the approved and adopted Campus Master Plan ("Campus Master Plan") if and when the City adopts the University Campus zoning district ("Zoning District Code") in accordance with the draft attached hereto as Exhibit D. Future Regional Traffic Studies shall be conducted pursuant to the methodology developed for the 2007 Regional Traffic Study and Concurrency which is attached hereto as Exhibit "L".*
- (d) All rights, obligations, conditions of approval and mitigation obligations imposed in connection with the adoption of Ordinance 2007-16 shall remain in full force and effect unless modified by future City action, or performed (or satisfied) by the University.*
- (e) If and when the City adopts the University Campus District in accordance with the form of the draft attached hereto as Exhibit D, changes and amendments to the Campus Master Plan shall be governed by the UCD Zoning District.*
- (f) If and when a change or amendment to the Campus Master Plan is approved at the request of the University, the City may impose reasonable conditions of approval to mitigate the net new traffic impacts caused by the change or amendment at the time of issuance of a building permit.*
- (g) The University agrees to reimburse the City for the reasonable cost of any professional consultants, including planners, economists, engineers, public safety/security experts and attorneys required by the City with regard to any request, application, report or other submission by the University in the implementation of this Agreement and all actions related thereto, including any amendments to the Campus Master Plan or this Agreement; and in the defense of any challenge by a party other than the University to this Agreement or any City action taken pursuant to this Agreement. The City agrees that it will comply*

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

Status:

On December 1, 2015 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:

Two students were selected for the Gables Fellows Program: Manru Ma for the Fall Semester 2015 internship and Shannon Casey for the Spring Semester 2016 internship.

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:

Six required lectures have been held. An additional 3 lectures were also held:

- Asma Uddin presented “Religious Freedom 2015 Promises & Perils, Local & Global” on October 21, 2015 at the CAS Gallery;
- Dr. Don DeAngelis presented “Sea Level Rise & Changes in Coast Vegetation in Southern Florida” on November 4, 2015 at the Cox Science Center;
- 2nd Annual VizUM Symposium: “A Celebration of Infographics & Data Visualization” on November 12, 2015 at the Newman Alumni Center;

- Currents Lecture: Charles Waldheim, Harvard Graduate School of Design, presented “Landscape Urbanism” on February 22, 2016 at Glasgow Hall;
- Bill Walker presented “Hop in the Jalopy – Tales of ‘On-the-Road’ Genealogical Research” on March 15, 2016 at the Richter Library;
- Technoglass Lecture Series: Bijoy Jain, Studio Mumbai, presented “Designing within the Limitations of an Environment, Emphasizing Local Materials, Techniques, and Builders” on March 16, 2016 at Glasgow Hall;
- Technoglass Lecture Series: Bernard Fort-Brescia, founder of Arquitectonica, presented New Old Modern on April 6, 2016 at Glasgow Hall;
- Henry King Stanford Distinguished Professors Lecture Series: Dr. Marcyliena Morgan, Professor and Executive Director of the Hip Hop Archive and Research Institute presented “Hiphop and the Global Influence of American Cultural Politics” on April 7, 2016 at Storer Auditorium; and
- Sea Level Rise and its Impacts on Coastal Policy in Southeast Florida. Panelists: Jim Murley, Miami-Dade County Chief Resilience Officer, Professor Brian Soden, Professor of Atmospheric Sciences at RSMAS, Thomas Ruppert, P.A., Florida Sea Grant College Program, Mitchell Chester P.A., CLEO Institute/SLRAmerica.org, on April 11, 2016 at the Whitten University Center.

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 University presented 4 required concerts plus 3 additional concerts. The University also presented 2 required cultural programs plus 1 additional cultural program.

Concerts:

- “Chamber Music Treasures – Music by Brahms, Messiaen, and More” performed by Richard Todd, Joel Smirnoff, and Christopher O’Riley at Festival Miami at the Gusman Concert Hall on October 28, 2015. Tickets distributed to residents: 38;
- “Great American Masters: Music of Bernstein, Grantham, Ticheli, & More” performed by the Frost Wind Ensemble on November 2, 2015. Tickets distributed to residents: 25;
- Jazz in the Gables Lunchtime Concert Series presented by Professor Brian Lynch and the Brian Lynch Artist Ensemble on January 13, 2016;
- Music in the Arboretum presented by Jesse Klirfeld’s Jazz Quintet on March 16, 2016;
- Frost Jazz Vocal Ensembles JV1 and JV2 on April 3, 2016;
- Annual University Band Concert, Christian Noon and Chee Weng Yim, conductors on April 6, 2016; and
- “Symphonic Winds”, Robert Carnochan, Director on April 20, 2016.

Cultural Programs:

- “Hometown Maps” exhibition presented by Richter Library and School of Architecture, October – December 2015;
- “George Merrick, Son of the South Wind” Book Presentation by Arva Moore Parks, January 14, 2016; and
- Music Learning and Teaching Film Series: “Whiplash” followed by panel discussion on March 2, 2016.

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:

Four required “Meet the Docs” lectures plus 1 additional lecture have been held:

- Neuroscience and Genetics Open House on November 6, 2015 at the Neuroscience Building;
- “Facts vs. Fiction Surrounding Medical Marijuana: Endocannabinoid Science’s Changing Perspectives” presented by Dr. Jeffrey Block on March 2, 2016;
- “Latest Advances in Precision Medicine in Cancer Treatment” presented by Dr. Jonathan C. Trent on May 2, 2016;
- “Stay Heart Healthy and Avoid Strokes” presented by Dr. Jeffrey Goldberger and Dr. Ralph Sacco on May 23, 2016; and

- “What You Should Know about Sports Related Concussions” presented by Dr. Michael Hoffer and Dr. Gillian Hotz on June 21, 2016.

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:	Clemson Tigers, October 24, 2015 26 Buy one ticket, get two free tickets were purchased for a total of 78 tickets distributed
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Baseball:	University of Florida, February 28, 2016 250 tickets distributed
	Louisville, March 19, 2016 250 tickets distributed
	University of Virginia, April 23, 2016 250 tickets distributed
	University of Pittsburgh, May 15, 2016 250 tickets distributed
Men's Basketball:	Northeastern University, November 27, 2015, 250 tickets distributed
	Princeton University, December 29, 2015, 250 tickets distributed
	Wake Forest University, January 23, 2016 250 tickets distributed
	University of Pittsburgh, February 9, 2016 250 tickets distributed
Women's Basketball:	University of North Carolina, January 17, 2016 250 tickets distributed
	FSU, January 24, 2016 250 tickets distributed
	Duke University, February 7, 2016 250 tickets distributed
	Virginia Tech, February 21, 2016 250 tickets distributed

Sec. 17 – Bank United 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 Bank United Center. Where tickets for events do not contain a face value, the University may impute a fair value to such tickets and the City is free to accept or reject such tickets. Rejection of such tickets does not relieve the University of the obligations under the provisions of this paragraph. The selection of the events shall be in the sole discretion of the University. The distribution of the tickets shall be the sole responsibility of the City and the City agrees to establish a program for the public distribution of the tickets. Each Coral Gables resident receiving a free ticket shall furnish the City with appropriate identification to demonstrate residency together with a mailing address and email address (if available).

Status:

Program does not go into effect until additional seats are installed at Bank United 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 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's Parking and Transportation Department worked with the City's Parking Department on parking for the Fourth of July Event held by the City of Coral Gables on July 4, 2016. The University provided 600 parking spaces at Ponce Garage and BankUnited Center parking lots.

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 18 is the Student Enrollment Report for the Fall Semester 2015, dated June 27, 2016, prepared by the Department of Planning and Institutional Research of the University showing that the current Student Enrollment is 10,402 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 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.*
- (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 19 is Ordinance No. 2014-11.

(2) As of Fall Semester 2015 opening week (August 15th moving forward), there were no students assigned temporarily to the Holiday Inn. There have been no uses or activities, on campus or off-campus that require the submittal of reports or the approval of the City Manager. Attached hereto as Appendix 20 is the Miscellaneous Uses and Temporary Occupancies Report for the 2015-2016 school year, dated September 2, 2015, prepared by the Department of Housing and Residential Life of the University.

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, car pools, parking management strategies and programs designed to reduce external trips and shorten trips lengths wherever possible. The Mobility Plan shall provide for management programs for on-campus parking. The Mobility Plan shall establish measurable targets for various modes of travel and identify sources and means for achieving those targets. The University agrees to implement the approved Mobility Plan as soon as practicable after the approval of the Plan by the City and throughout the term of this Agreement. The University may propose amendments to the Mobility Plan from time to time, subject to review and approval by the City Manager, or his designee.

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

Status:

The University of Miami Mobility Plan submitted by the University to the City on June 1, 2016 is attached hereto as Appendix 21.

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 22 was submitted by the University to the City on June 1, 2011.