



City of Coral Gables Planning and Zoning Staff Recommendation

Applicant:	University of Miami
Application:	Comprehensive Plan Map Amendment, Zoning Code Text Amendment and an Amendment to the University of Miami Development Agreement
Property:	University of Miami - Coral Gables, Florida Campus and Plumer Building (5915 Ponce de Leon Boulevard), Coral Gables, Florida
Public Hearing - Dates/Time/ Location:	Local Planning Agency (LPA)/Planning and Zoning Board, April 9, 2014, 6:00 – 9:00 p.m., City Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida, 33134

Application Request.

The University of Miami is requesting a Comprehensive Plan map amendment, Zoning Code text amendment and an amendment to the 2010 University of Miami Development Agreement, as follows:

- 1. An Ordinance of the City Commission of Coral Gables, Florida requesting an amendment to the Future Land Use Map of the City of Coral Gables Comprehensive Plan pursuant to Small Scale amendment procedures (ss. 163.3187, Florida Statutes), from "University Campus" to "University Campus Multi-Use Area" for a parcel of land approximately 1.22 acres in size that would extend the existing designated University Campus Multi-Use Area south across the University Waterway Canal up to and including the Fred C. and Helen D. Flipse Building, located on the Coral Gables Campus, Coral Gables, Florida; and, providing for severability, repealer and an effective date. (Legal description on file at the City) (LPA review)*
- 2. An Ordinance of the City Commission of Coral Gables, Florida providing for a text amendment to the City of Coral Gables Official Zoning Code, Article 4, "Zoning Districts", Division 2, "Overlay and Special Purpose Districts", Section 4-202, "University Campus District (UCD)", amending the UCD Frontage "C" provisions to establish height and setback requirements for a porte-cochere located along Ponce de Leon Boulevard; and providing for severability, repealer, codification, and an effective date. (PZB review)*
- 3. 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. (legal description on file) (PZB review)

Summary of Application.

The University of Miami (hereinafter referred to as “University”), has submitted a proposed Comprehensive Plan map Amendment, Zoning Code text amendment and an amendment to the University of Miami Development Agreement (hereinafter referred to as the “Amendments”). All three proposed amendments require public hearing review by the Planning and Zoning Board and City Commission review at two (2) public hearings (Ordinance format). The application package submitted by the University is provided as Attachment A.

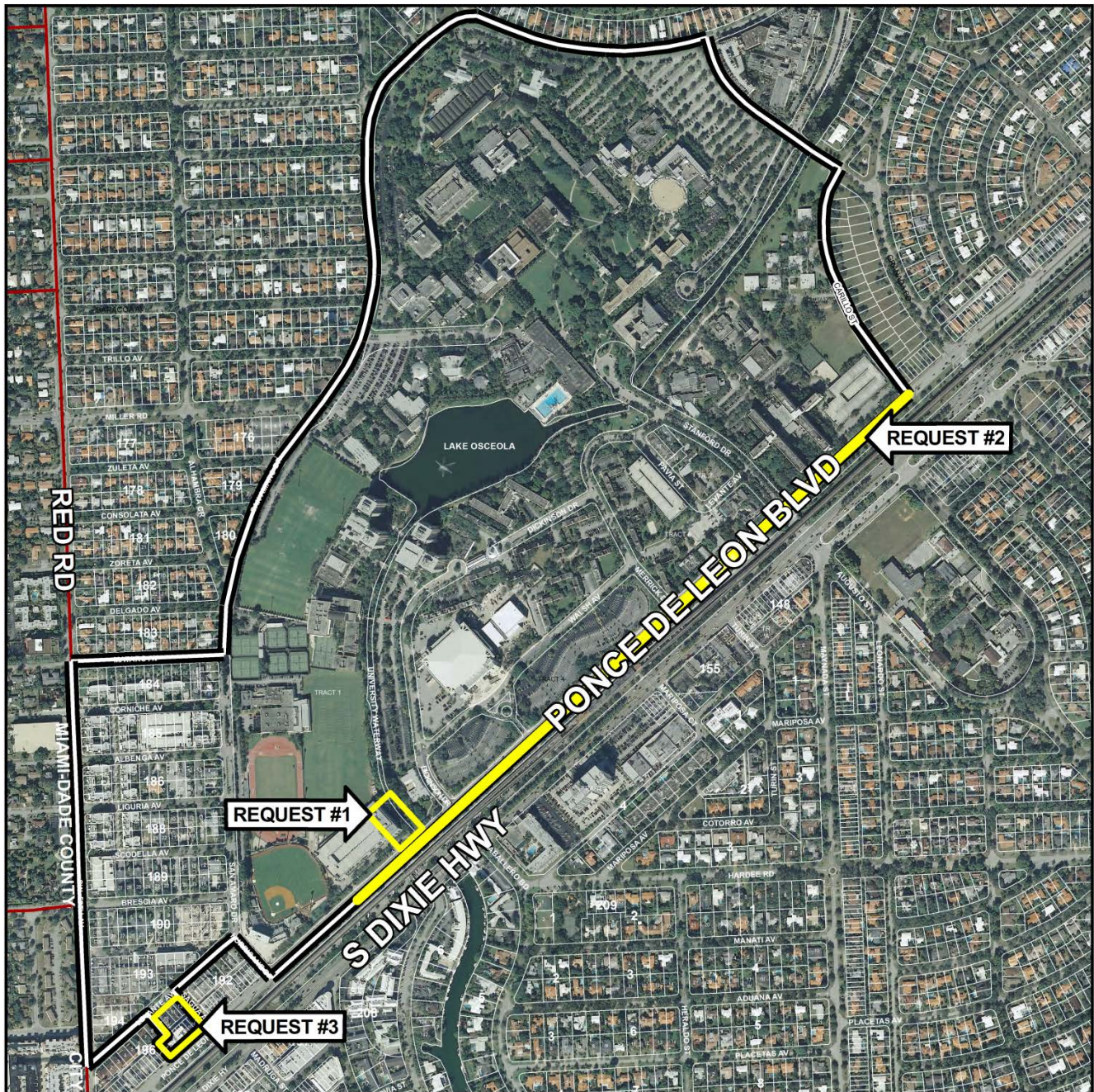
The Application includes three (3) requests, summarized as follows:

1. An amendment to the City’s Future Land Use Map designation from “University Campus” to “University Campus Multi-Use Area” for a parcel of land approximately 1.22 acres in size that would extend the existing designated University Campus Multi-Use Area south across the University Waterway Canal up to and including the Fred C. and Helen D. Flipse Building.
2. A Zoning Code text amendment to the Code’s “University Campus District (UCD)”, amending the UCD Frontage “C” provisions to establish height and setback requirements for a porte-cochere located along Ponce de Leon Boulevard.
3. Amend Paragraph 18 of the University of Miami Development Agreement that governs the miscellaneous and temporary uses 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.

Detailed maps and graphics showing the areas that are the subject of the proposed amendments are provided in the University’s application package with the submittal letter (see Attachment A).

The location of the areas that are the subject of the Application are along Ponce de Leon Boulevard, as shown on the following aerial/location map:

Aerial/Location Map



Timeline, Site Data and City Review .
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The application has undergone the following City reviews:

Type of Review	Date
Development Review Committee	03.28.14
Residents' meeting	03.26.14
Board of Architects	N/A
Historic Preservation Board	N/A
Planning and Zoning Board	04.09.14
City Commission, 1 st reading	TBD
City Commission, 2 nd reading	TBD

The following table and map identify the applicable property's designations for the University campus and the Plumer Building:

University's Property Designations

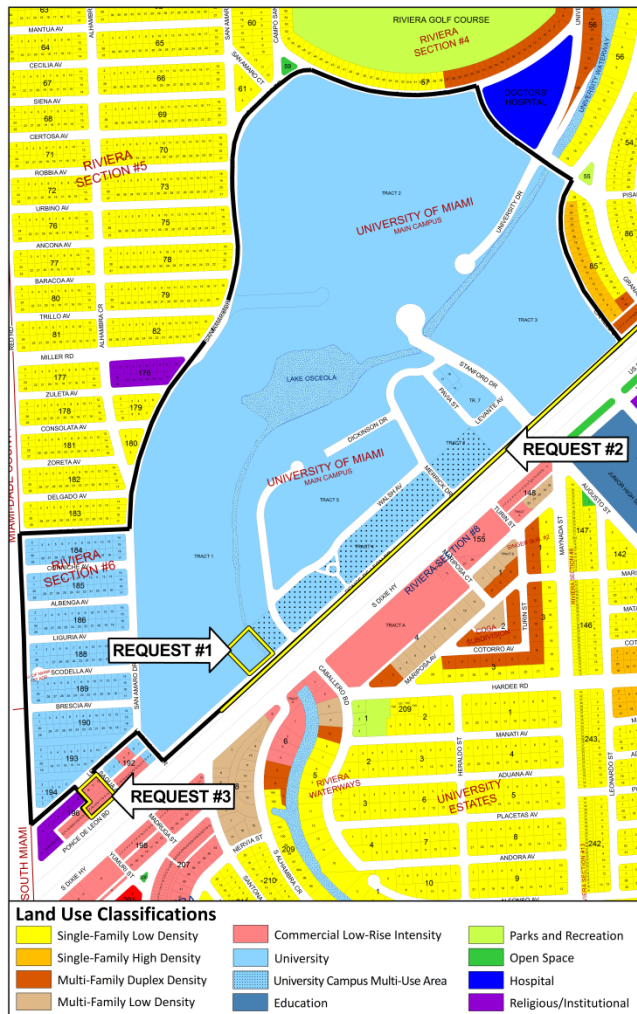
Comprehensive Plan Map designation	"University Campus" and "University Campus Multi-Use Area"
Zoning Map designation	University Campus District (UCD)
Within Coral Gables Redevelopment Infill District (GRID)	Yes

Plumer Building's Property Designations

Comprehensive Plan Map designation	"Commercial Low-Rise Intensity"
Zoning Map designation	Commercial (C) District and Commercial Limited (CL) District
Within Coral Gables Redevelopment Infill District (GRID)	Yes

The existing land use and zoning designations for the University campus and Plumer Building are illustrated on the following maps:

Existing Future Land Use Map



Existing Zoning Map



Description of Proposed Amendments.

Proposed Amendments

A detailed description of the proposed Comprehensive Plan map amendment, Zoning Code text amendment and amendment to the University of Miami Development Agreement is presented in the University's application package provided as Attachment A.

1. Comprehensive Plan map amendment. The proposed amendment to the City's Future Land Use Map comprises 1.22 acres, and is classified as a small scale amendment (less than 10 acres in size). The amendment would extend the existing designated University Campus Multi-Use Area south across

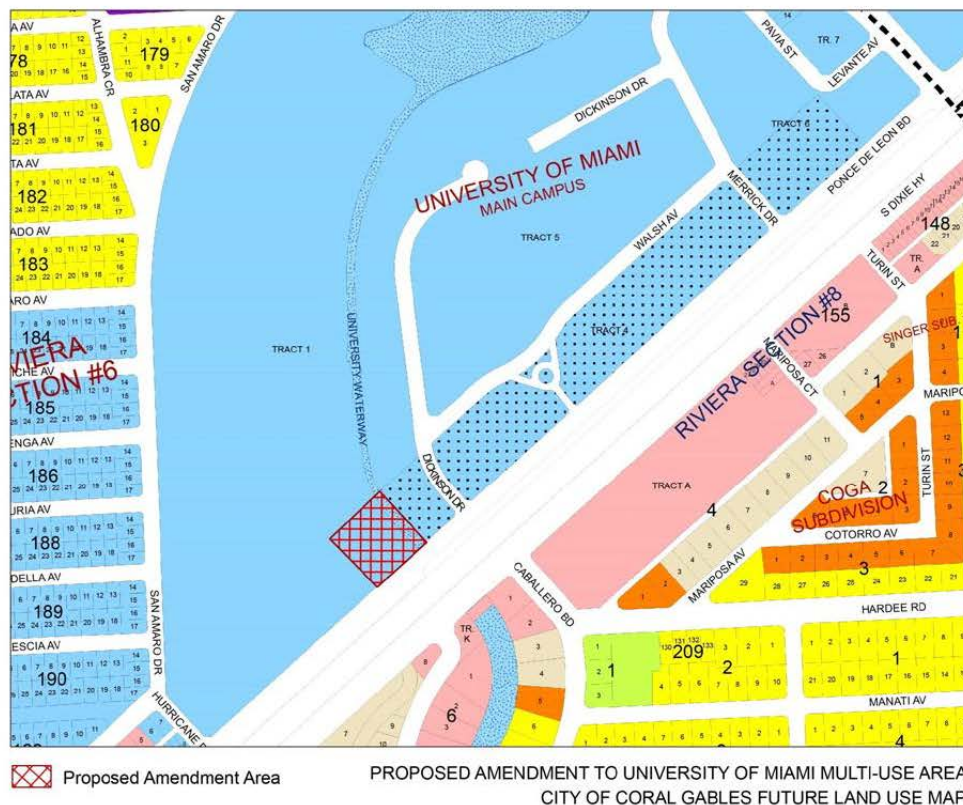
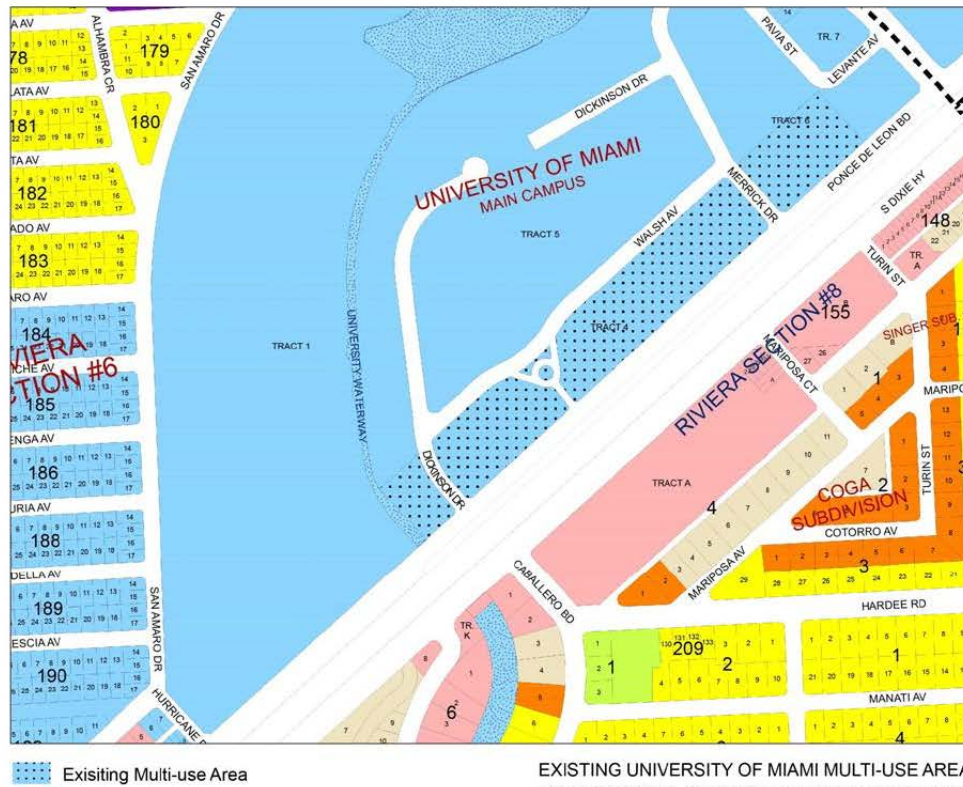
the University Waterway Canal up to and including the Flipse Building, which is attached to the Ponce Garage. The Flipse Building is located between the proposed UHealth Building and the Ponce Garage, which would serve the UHealth Building. The proposed amendment would include the Flipse Building within the Multi-Use Area, and would allow those uses permitted in the Multi-Use Area within the Flipse Building.

The following are the uses identified in the City's Comprehensive Plan that are permitted within the University Campus Multi-Use Area:

Policy FLU-1.1.6. *Other land use classifications are as follows (Land use descriptions provided herein are general descriptions, refer to underlying/assigned Zoning Classification for the list of permitted uses):*

Table FLU-5. Other Land Uses.				
Classification	Description		Density / Intensity	Height
University Campus	Land uses for learning, research, living and other uses which are ancillary to a university campus.		Maximum F.A.R. of 0.7 for the entire campus as a planned development site.	Per the Zoning Code.
	Sub Category			
	University Campus Multi-use Area	In addition to the uses in Table FLU-5 hereinabove, this category shall include other land uses that are associated or affiliated with the university, or directly supportive of the university's mission to educate and nurture students, to create knowledge, and to provide service to the community. Such other uses shall include lodging, conference center, governmental/public sector, research, office, and medical/ healthcare uses. Retail uses ancillary to or which serve the other use(s) permitted in the University Campus and University Campus Multi-Use Area may be integrated in an amount not to exceed fifteen percent (15%) of the total floor area.		

The following maps showing the existing land use designations and the proposed Comprehensive Plan Map amendment:



2. Zoning Code text amendment. The proposed text amendment amends Section 4-202(G) of the Zoning Code which establishes the height and setback performance standards for University development around the perimeters of the Campus. The proposal is to amend University Campus District (UCD) Frontage C to establish height and setback requirements for a porte-cochere. UCD Frontage C is located only along Ponce de Leon Boulevard, and does not front onto any residentially zoned districts. The existing Zoning Code provisions currently do not sufficiently address the use of porte-cocheres for buildings on the non-residential perimeter of the University campus. The proposed amendments would establish height and setback standards for a porte-cochere located on the University Campus along Ponce de Leon Boulevard.

The following is the specific text amendment proposed by the University (shown in underline format):

G. Performance Standards.

Heights and setbacks of buildings. All new proposed structures and buildings within the UCD District shall comply with the following height and setback requirements. In the event, more restrictive provisions have been approved or a part of the Campus Master Plan, the provisions of the Campus Master Plan shall control.

c. UCD Frontage C.

- i. A masonry wall with a maximum height of four (4) feet shall be setback at least fifteen (15) feet from the front property line.*
- ii. A masonry wall with a maximum height of six (6) feet shall be setback at least twenty-five (25) feet from the front property line.*
- iii. Surface parking spaces shall be setback at least twenty-five (25) feet from the front property line.*
- iv. No building shall be permitted within fifty (50) feet of the front property line.*
- v. The maximum permitted building height within one hundred (100) feet of the front property line is ninety (90) feet.*
- vi. The maximum permitted building height between one hundred (100) and one hundred and sixty (160) feet from the front property line shall increase above ninety (90) feet by one (1) foot in height for every one (1) foot of additional setback from the front property line.*
- vii. The maximum permitted height shall be one hundred and fifty (150) feet, or thirteen (13) stories.*
- viii. A porte-cochere may be extended into a required setback, provided that it does not exceed thirty (30) feet in height and provided that it is set back at least twenty (20) feet from the property line.*

3. Amend University of Miami Development Agreement. The current Development Agreement between the City of Coral Gables and the University of Miami was adopted by Ordinance No. 2010-31 on 09.28.10. A copy of the Development Agreement is provided with the University's submittal package (see Attachment A). The proposal is to amend 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 Plumer Building (5915 Ponce de Leon Boulevard) for campus serving uses. The University leases space within the Plumer Building, and has occupied just under half of the building since 1989. The space is used for academic instruction and faculty and administrative offices.

The existing provisions in the Development Agreement governing miscellaneous use and temporary uses are inconsistent with a use that was in existence at the time of adoption of the Development Agreement. The following are the proposed amendments to Paragraph 18 of the Development Agreement that are intended to correct that oversight (shown in ~~strike through~~/underline format):

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, ~~the University's~~ 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).

Findings of Fact.

This section of the report presents City Staff's evaluation of the application and Findings of Facts. The City's responsibility is to review the Amendments for consistency with the City's Comprehensive Plan (CP) Goals, Objectives and Policies, compliance with the Zoning Code and compliance with other

applicable portions of the City Code.

Comprehensive Plan Map Amendment

The City's responsibility is to evaluate the application for the Comprehensive Plan map amendment with the appropriate provisions of the Zoning Code, and for "Consistency" with the Comprehensive Plan Goals, Objectives and Policies. The proposal is requesting an amendment to the City's Future Land Use Map designation from "University Campus" to "University Campus Multi-Use Area" in order to extend the existing designated University Campus Multi-Use Area south to include an additional parcel of land approximately 1.22 acres in size.

Zoning Code Section 3-1506 provides the standards for Comprehensive Plan Map amendments, as follows:

"A. Proposed amendments to the Text and Maps of the Comprehensive Land Use Plan shall be reviewed pursuant to the following standards:

- 1. Whether it specifically advances any objective or policy of the Comprehensive Land Use Plan.*
- 2. Whether it is internally consistent with Comprehensive Land Use Plan.*
- 3. Its effect on the level of service of public infrastructure.*
- 4. Its effect on environmental resources.*
- 5. Its effect on the availability of housing that is affordable to people who live or work in the City of Coral Gables.*
- 6. Any other effect that the City determines is relevant to the City Commission's decision on the application."*

Staff comments: The standards identified in Section 3-1506 for the proposed CP map amendment are satisfied. The project is consistent with the CP Goals, Objectives and Policies in the Future Land Use, Mobility and Design Elements of the City's Comprehensive Plan as provided herein.

Zoning Code Text Amendment

The provisions within the Zoning Code establish procedures for zoning district boundary changes (map amendments) and for Zoning Code text amendments. The Zoning Code provisions apply to all such amendments, whether initiated by the City or by one (1) or more private property owners. The Zoning Code states the primary concern when making zoning changes shall be given to protection of residential uses, where occupancy is generally for twenty-four (24) hours per day and seven (7) days per week, than to other types of uses; and primary consideration shall be given to protection of established investments than to projected investments.

Zoning Code Section 3-1405 provides the standards for Zoning Code text amendments, as follows:

"The Planning and Zoning Board shall not recommend adoption of, and the City Commission shall not adopt, text amendments to these land development regulations or City-initiated district boundary changes unless the text amendment or City-initiated district boundary change:

- A. *Promotes the public health, safety, and welfare.*
- B. *Does not permit uses the Comprehensive Plan prohibits in the area affected by the district boundary change or text amendment.*
- C. *Does not allow densities or intensities in excess of the densities and intensities which are permitted by the future land use categories of the affected property.*
- D. *Will not cause a decline in the level of service for public infrastructure which is the subject of a concurrency requirement to a level of service which is less the minimum requirements of the Comprehensive Plan.*
- E. *Does not directly conflict with an objective or policy of the Comprehensive Plan.”*

Staff comments: The standards identified in Section 3-1405 for the proposed Zoning Code text amendment are satisfied. The proposed amendment to the Zoning Code does not allow a prohibited use, increase allowed densities or intensities, will not cause a decline in level of service and does not conflict with any objective or policy of the Comprehensive Plan. The proposed amendment to the Zoning Code does allow for the inclusion of porte-cocheres in the design of buildings fronting onto Ponce de Leon Boulevard in the Multi-Use Zone of the UCD, which will promote better urban design.

Amendment of Development Agreement

The City Commission may enter into development agreements in accordance with the provisions of Zoning Code Article 3, Division 19, “Development Agreements” and Chapter 163, Florida Statutes 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.

Zoning Code Section 3-1906 provides the standards for review of a development agreement, as follows:

“In reaching a decision as to whether or not the development agreement should be approved, approved with changes, approved with conditions, or disapproved, the City Commission and the Planning and Zoning Board shall determine whether the development agreement is consistent with and furthers the goals, policies and objectives of the Comprehensive Plan.”

Staff comments: The standards identified in Section 3-1906 for the proposed Zoning Code text amendment are satisfied. The proposed amendment to the Development Agreement is consistent with and furthers the Goals, Objectives and Policies of the Comprehensive Plan as have been specified and identified in the following section of this report. The proposed amendment to the Development Agreement will correct an existing inconsistency in existence at the date of inception of the Agreement that was not contemplated in the Development Agreement.

Consistency Evaluation of the Comprehensive Plan Goals, Objectives and Policies

This section provides a detailed analysis of the Comprehensive Plan providing a basis of consistency, and finds the following CP Goals, Objectives and Policies are applicable.

Consistent CP Goals, Objectives and Policies are as follows:

Ref. No.	Comprehensive Plan Goals, Objectives and Policies	Staff Review
1.	Policy GOV-1.1.4. Encourage the formation of neighborhood and civic organizations to facilitate effective participation in the community; build relationships between City staff and organizations to enhance communication between the parties with the intent of providing an additional opportunity to communicate with City staff, applicable boards/committees, and the City Commission.	Complies
2.	Policy GOV-1.1.5. Ensure that resident's concerns regarding incompatible or inconsistent development are addressed in conformance with established provisions of the City Code, Comprehensive Plan, and Zoning Code provisions; and coordinate with established neighborhood organizations in the planning and implementation of neighborhood improvements – such as historic preservation, infrastructure, traffic calming, landscaping, public safety, and other quality of life issues.	Complies
3.	Policy FLU-1.1.7. A concurrency impact analysis is completed for all development orders issued by the City. This includes changes in use, building permits, and change in zoning or conditional use applications. Applicants are required to satisfy all concurrency conditions prior to issuance of a building permit.	Complies
4.	Objective FLU-1.2. Efforts shall continue to be made to control blighting influences, and redevelopment shall continue to be encouraged in areas experiencing deterioration.	Complies
5.	Objective FLU-1.3. By the year 2015 the City shall endeavor to reduce the number of inconsistencies between the Future Land Use Map and the actual land uses from 40 to 20.	Complies
6.	Policy FLU-1.3.1. Private properties desiring to develop or seek City development order reviews which have inconsistent land use and zoning classifications shall, as a part of the City's development review process, be required to undergo applicable City review for a change in land use and/or zoning to provide for consistent land and zoning designations. The determination as to the proper assignment of land use and/or zoning to correct the inconsistency shall be based on conformance with the goals, objective and polices of the City's Comprehensive Plan and Zoning Code regulations.	Complies
7.	Policy FLU-1.3.3. Non-residential uses designated in the Comprehensive Plan which cause significant noise, light, glare, odor, vibration, dust, hazardous conditions or industrial traffic, shall provide buffering such as landscaping, walls and setbacks, when located adjacent to or across the street from incompatible uses such	Complies

Ref. No.	Comprehensive Plan Goals, Objectives and Policies	Staff Review
	as residential uses.	
8.	Objective FLU-1.4. Provide for protection of natural and historic resources from development and/or redevelopment together with continued maintenance.	Complies
9.	Policy FLU-1.4.3. Historic sites shall be identified and protected, and performance standards for development and sensitive reuse of historic resources shall be established.	Complies
10.	Policy FLU-1.7.1. Encourage effective and proper high quality development of the Central Business District, the Industrial District and the University of Miami employment centers which offer potential for local employment in proximity to protected residential neighborhoods.	Complies
11.	Policy FLU-1.11.1. Maintain and enforce effective development and maintenance regulations through site plan review, code enforcement, and design review boards and committees.	Complies
12.	Objective FLU-1.12. The City shall enforce the recently adopted Zoning Code which maintains the high aesthetic community design standards.	Complies
13.	Objective FLU-1.13. The City shall enforce the recently adopted Zoning Code which creates, preserves and maintains scenic vistas in keeping with the classic traditions as embodied in the original city plan.	Complies
14.	Policy FLU-1.14.1. The City shall enforce Zoning Code provisions which continue to address the location and extent of residential and non-residential land uses consistent with the Future Land Use Map in order to preserve the character of existing neighborhoods.	Complies
15.	Goal FLU-3. The City as a part of its development review process shall engage public/community participation and collaboration to provide for a transparent development review process.	Complies
16.	Policy DES-1.1.5. Promote the development of property that achieves unified civic design and proper relationship between the uses of land both within zoning districts and surrounding districts, by regulating, limiting and determining the location, height, density, bulk and massing, access to light and air, area of yards, open space, vegetation and use of buildings, signs and other structures.	Complies
17.	Policy DES-1.1.6. Maintain the character of the residential and nonresidential districts, and their peculiar suitability for particular uses.	Complies
18.	Policy DES-1.1.7. Preserve residential properties to assure that future development will be in conformity with the foregoing distinctive character, with respect to type, intensity, design and appearance.	Complies
19.	Policy MOB-1.1.2. Encourage land use decisions that encourage infill, redevelopment and reuse of vacant or underutilized parcels that support walking, bicycling and public transit use.	Complies
20.	Policy MOB-1.1.3. Locate higher density development along transit corridors and near multimodal stations.	Complies
21.	Policy MOB-1.1.8. Protect residential areas from parking impacts of nearby nonresidential uses and businesses and discourage parking facilities that intrude,	Complies

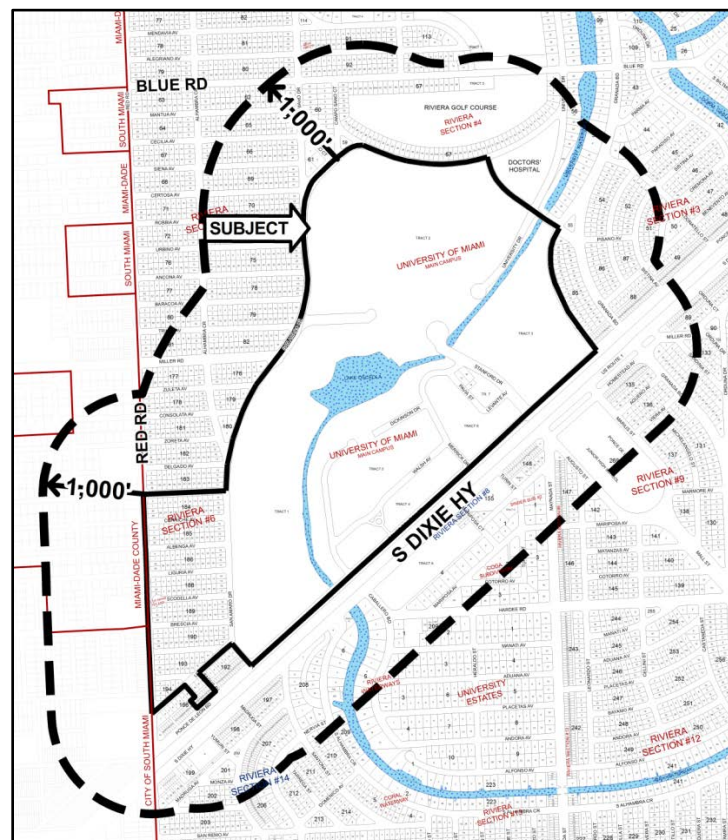
Ref. No.	Comprehensive Plan Goals, Objectives and Policies	Staff Review
	impact and increase traffic into adjacent residential areas.	
22.	Objective MOB-2.7. The City's Comprehensive Plan, this element and all applicable plans and programs shall protect and minimize any potential traffic impacts to the community and residential neighborhoods.	Complies

Staff Comments: Staff has determined that the Application is “consistent” with the CP’s Goals, Objectives and Policies identified herein.

Public Notification and Comments.

The Zoning Code requires that a courtesy notification be provided to all property owners within 1,000 feet of the campus boundaries. The notice lists the type of applications filed, proposed public hearing dates/time and location where the application files can be reviewed. The notice also provides for an opportunity to submit comments on pending applications. Approximately 1,199 notices were mailed. No public comments were received. A Copy of the legal advertisement and courtesy notice are provided as Attachments B and C.

A map of the notice radius is as follows:



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

Public Notice

Type	Date
Courtesy notification - 1,000 feet of the campus boundary	03.27.14
Posting of property	03.27.14
Legal advertisement	03.27.14
Posted agenda on City web page/City Hall	04.04.14
Posted Staff report on City web page	04.04.14

Staff Recommendation.

The Planning and Zoning Division based upon the complete Findings of Fact contained within this Report recommends **approval** of the following as specified herein:

1. *An Ordinance of the City Commission of Coral Gables, Florida requesting an amendment to the Future Land Use Map of the City of Coral Gables Comprehensive Plan pursuant to Small Scale amendment procedures (ss. 163.3187, Florida Statutes), from “University Campus” to “University Campus Multi-Use Area” for a parcel of land approximately 1.22 acres in size that would extend the existing designated University Campus Multi-Use Area south across the University Waterway Canal up to and including the Fred C. and Helen D. Flipse Building, located on the Coral Gables Campus, Coral Gables, Florida; and, providing for severability, repealer and an effective date. (Legal description on file at the City) (LPA review)*
2. *An Ordinance of the City Commission of Coral Gables, Florida providing for a text amendment to the City of Coral Gables Official Zoning Code, Article 4, “Zoning Districts”, Division 2, “Overlay and Special Purpose Districts”, Section 4-202, “University Campus District (UCD)”, amending the UCD Frontage “C” provisions to establish height and setback requirements for a porte-cochere located along Ponce de Leon Boulevard; and providing for severability, repealer, codification, and an effective date. (PZB review)*
3. *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. (legal description on file) (PZB review)*

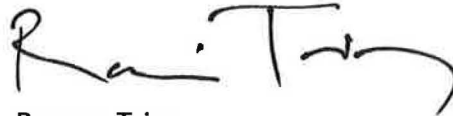
Attachments.

The following attachments are included as background information:

- A. University's submittal package.
- B. 03.27.14 Legal notice published.
- C. 03.27.14 Courtesy notice mailed to all property owners within 1,000 feet.

Please visit the City's webpage at www.coralgables.com to view all application materials. The complete application also is on file and available for examination during business hours at the Planning Division, 427 Biltmore Way, Suite 201, Coral Gables, Florida, 33134.

Respectfully submitted,



Ramon Trias
Director of Planning and Zoning
City of Coral Gables, Florida



CITY OF CORAL GABLES
PLANNING AND ZONING BOARD APPLICATIONS

April 9, 2014

- A. Comprehensive Plan Map Amendment**
- B. Zoning Code Text Amendment**
- C. Development Agreement Amendment**

UNIVERSITY OF MIAMI
Planning and Zoning Board
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April 9, 2014

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6. Application fees
7. Property owner list and labels



City of Coral Gables Planning Division Application

305.460.5211

planning@coralgables.com

www.coralgables.com

Application request

The undersigned applicant(s)/agent(s)/property owner(s) request City of Coral Gables consideration and review of the following application(s) (please check all that apply):

- ☐ Abandonment and Vacations
- ☐ Annexation
- ☐ Coral Gables Mediterranean Architectural Design Special Locational Site Plan
- ☒ Comprehensive Plan Map Amendment - Small Scale
- ☐ Comprehensive Plan Map Amendment - Large Scale
- ☐ Comprehensive Plan Text Amendment
- ☐ Conditional Use - Administrative Review
- ☐ Conditional Use without Site Plan
- ☐ Conditional Use with Site Plan
- ☒ Development Agreement
- ☐ Development of Regional Impact
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- ☐ Mixed Use Site Plan
- ☐ Planned Area Development Designation and Site Plan
- ☐ Planned Area Development Major Amendment
- ☐ Restrictive Covenants and/or Easements
- ☐ Site Plan
- ☐ Separation/Establishment of a Building Site
- ☐ Subdivision Review for a Tentative Plat and Variance
- ☐ Transfer of Development Rights Receiving Site Plan
- ☐ University Campus District Modification to the Adopted Campus Master Plan
- ☐ Zoning Code Map Amendment
- ☒ Zoning Code Text Amendment
- ☐ Other: _____

General information

Street address of the subject property: 1535 Levante Avenue, Coral Gables, FL 33146

Property/project name: University of Miami

Legal description: Lot(s) see attached

Block(s) _____ Section (s) _____

Property owner(s): University of Miami c/o Larry Marbert

Property owner(s) mailing address: 1535 Levante Avenue, Coral Gables, FL 33146

Telephone: Business (305) 284-5660 Fax (305) 284-4105

Other _____ Email lmarbert @ miami.edu



City of Coral Gables Planning Division Application

Applicant(s)/agent(s): Jeffrey Bass, Shubin & Bass

Applicant(s)/agent(s) mailing address: 46 SW 1st Street, Miami, FL 33130

Telephone: Business 305 381-6060

Fax 305 381-9457

Other _____ Email jbass @ shubinbass.com

Property information

Current land use classification(s): University Campus Use

Current zoning classification(s): University Campus District

Proposed land use classification(s) (if applicable): N/A

Proposed zoning classification(s) (if applicable): N/A

Supporting information (to be completed by Planning Staff)

A Preapplication Conference is required with the Planning Division in advance of application submittal to determine the information necessary to be filed with the application(s). Please refer to the Planning Division Development Review Process Handbook, Section 3.0, for an explanation of each item. If necessary, attach additional sheets to application. The Planning Division reserves the right to request additional information as necessary throughout the entire review process.

- ☒ Aerial.
- ☒ Affidavit providing for property owner's authorization to process application.
- ☐ Annexation supporting materials.
- ☒ Application fees.
- ☒ Application representation and contact information.
- ☐ Appraisal.
- ☐ Architectural/building elevations.
- ☐ Building floor plans.
- ☐ Comprehensive Plan text amendment justification.
- ☐ Comprehensive Plan analysis.
- ☐ Concurrency impact statement.
- ☐ Encroachments plan.
- ☐ Environmental assessment.
- ☐ Historic contextual study and/or historical significance determination.
- ☐ Landscape plan.
- ☐ Lighting plan.
- ☐ Massing model and/or 3D computer model.
- ☒ Miami-Dade County Conflict of Interest and Code of Ethics Lobbyist form.
- ☒ Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- ☐ Parking study.
- ☒ Photographs of property, adjacent uses and/or streetscape.
- ☐ Plat.
- ☒ Property survey and legal description.



City of Coral Gables Planning Division Application

- ☒ Property owners list, notification radius map and two sets of labels.
- ☐ Public Realm Improvements Plan for mixed use projects.
- ☐ Public school preliminary concurrency analysis (residential land use/zoning applications only).
- ☐ Sign master plan.
- ☐ Site plan and supporting information.
- ☒ Statement of use and/or cover letter.
- ☐ Streetscape master plan.
- ☐ Traffic accumulation assessment.
- ☐ Traffic impact statement.
- ☐ Traffic impact study.
- ☐ Traffic stacking analysis.
- ☐ Utilities consent.
- ☐ Utilities location plan.
- ☐ Vegetation survey.
- ☐ Video of the subject property.
- ☐ Zoning Analysis (Preliminary).
- ☐ Zoning Code text amendment justification.
- ☐ Warranty Deed.
- ☐ Other: _____

Application submittal requirements

1. Hard copies. Sixteen (16) hard copies of the entire application shall be submitted including all items identified in the preapplication conference.
2. Digital media copies. Two (2) compact discs (CD ROMs) of the entire application including all the items identified in the Preapplication Conference. Each document shall be separated into PDF files (i.e., application; site plan; landscape plan; etc.). Please include a "Table of Contents" identifying all PDF file name(s). Each PDF file size shall not exceed 10 Mb. All discs shall be labeled with the applicant(s) name, project name and date of submittal.

Applicant/agent/property owner affirmation and consent

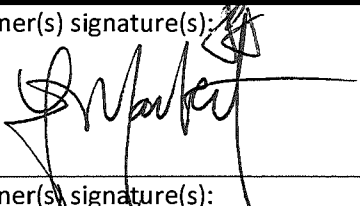
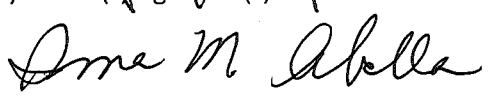
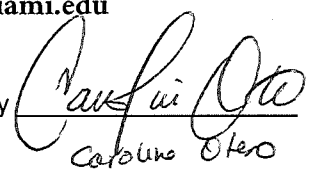
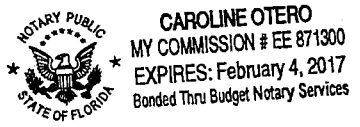
(I) (We) affirm and certify to all of the following:

1. Submission of the following:
 - a. Warranty deed/tax record as proof of ownership for all properties considered as a part of the application request;
or
 - b. Authorized as the applicant(s)/agent(s) identified herein to file this application and act on behalf of all current property owner(s) and modify any valid City of Coral Gables entitlements in effect during the entire review process.
2. This request, application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of Coral Gables unless identified and approved as a part of this application request or other previously approved applications. Applicant understands that any violation of these provisions renders the application invalid.
3. That all the information contained in this application and all documentation submitted herewith is true to the best of (my) (our) knowledge and belief.
4. Understand that the application, all attachments and fees become a part of the official records of the City of Coral Gables and are not returnable.



City of Coral Gables Planning Division Application

5. Failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
6. All representatives of the application have registered with and completed lobbyist forms for the City of Coral Gables City Clerk's office.
7. Understand that under Florida Law, all the information submitted as part of the application are public records.
8. Additional costs in addition to the application fees may be assessed associated with the review of applications by the City. These are costs that may be incurred by the applicant due to consultant fees paid by City to review the application. The types of reviews that could be conducted may include but are not limited to the following: property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees will be assessed upon finalization of the City application review.

Property owner(s) signature(s): 	Property owner(s) print name: University of Miami c/o Larry Marbert
Property owner(s) signature(s): 	Property owner(s) print name: University of Miami c/o Irma Abella
Property owner(s) signature(s):	Property owner(s) print name:
Address: 1535 Levante Avenue, Coral Gables, FL 33146	
Telephone: (305) 284-5660	Fax: (305) 284-4105
Email: lmarbert@miami.edu and/or iabella@miami.edu	
NOTARIZATION	
STATE OF FLORIDA/COUNTY OF _____ The foregoing instrument was acknowledged before me this <u>3</u> day of <u>March</u> by  (Signature of Notary Public - State of Florida)	
	
(Print, Type or Stamp Commissioned Name of Notary Public) ☒ Personally Known OR ☐ Produced Identification; Type of Identification Produced _____	



City of Coral Gables Planning Division Application

Contract Purchaser(s) Signature:

N/A

Contract Purchaser(s) Print Name:

N/A

Contract Purchaser(s) Signature:

Contract Purchaser(s) Print Name:

Address:

Telephone:

Fax:

Email:

NOTARIZATION

STATE OF FLORIDA/COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____ by _____

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

☐ Personally Known OR ☐ Produced Identification; Type of Identification Produced _____

Applicant(s)/Agent(s) Signature:

Applicant(s)/Agent(s) Print Name:

Address:

Telephone:

Fax:

Email:

NOTARIZATION

STATE OF FLORIDA/COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____ by _____

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

☐ Personally Known OR ☐ Produced Identification; Type of Identification Produced _____

March 3, 2014

Via Hand Delivery and U.S. Mail

Ms. Jane Tompkins
Development Services Director
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

Re: Planning Board Application Requesting Comprehensive Land Use Map Change; Zoning Code Text Amendment; and Amendment to Development Agreement

Dear Ms. Tompkins,

The University of Miami (“University”) proposes the following amendments:

A. Comprehensive Land Use Map Change.

1. Proposed Small Scale Amendment.

The proposed small scale amendment changes the City of Coral Gables (“City”) Comprehensive Land Use Map as described in Exhibit “A.1” attached hereto, extending the University Multi-Use Zone slightly to the south across the canal to include the Flipse Building, which is attached to the Ponce Garage. The total land area of the amendment comprises approximately 1.22 acres. A legal description and sketch of the current Land Use Map and of the proposed extension of the Multi-Use Zone is attached hereto as Exhibit “A.2”. An aerial of the property subject of the proposed amendment is attached hereto as Exhibit “A.3” and photographs of the same are hereby attached as Exhibit “A.4”. Ordinance No. 2010-29 that approved the most recent Comprehensive Land Use Map change is attached hereto as Exhibit “A-5”.

2. Justification

The proposed amendment allows all uses permitted in the University Multi-Use Zone in the Flipse Building. The Flipse Building is located between the UHealth Building and the proposed parking facility for the UHealth Building. As such, it makes sense to include the Flipse Building within the Multi-Use Zone and to allow those permitted uses within the Multi-Use Zone to be permitted in Flipse.

3. Conclusion

The proposed change to the Comprehensive Land Use Map, consisting of the extension of the University Multi-Use Zone slightly to the south across the canal to include the Flipse Building, will make the uses permitted in said building consistent with the uses permitted in the proposed UHealth Building.

B. Zoning Code Text Amendment

1. Proposed Text Amendment

The proposed text amendment, described in Exhibit “B.1” attached hereto, amends Section 4-202.G.1.c of the City’s Zoning Code – Height and Setback Standards for University Campus District (“UCD”) Frontage C to allow porte cocheres in the setback area. An aerial of the property subject of the proposed amendment is attached hereto as Exhibit “B.2”. Ordinance No. 2010-34 that approved the most recent amendment to Sec. 4-202 of the Zoning Code is attached hereto as Exhibit “B-3”.

2. Justification

The existing regulations in the City’s Zoning Code governing the heights and setbacks of buildings and structures within the UCD Frontage C, that includes the Multi-Use Zone, do not sufficiently address the design element of a port cochere which typically extends from a building in the horizontal plane to offer protection from the elements. From a design perspective, the port cochere adds architectural interest and character to the frontage on Ponce de Leon. From a functional perspective, a port cochere makes sense for the UHealth building. The uses contemplated therein provide a wide range of medical and health care services. Logically, visitors to the building should be protected from the elements during arrival and departure.

3. Conclusion

The proposed amendment to the Zoning Code, consisting of the modification of the established height and setback performance standards for the University Campus District (“UCD”) Frontage C, will allow for the inclusion of much needed porte cocheres in the design of buildings fronting Ponce de Leon Boulevard in the Multi-Use Zone of the UCD.

C. Amendment to Development Agreement

1. Proposed Amendment

The proposed amendment, described in Exhibit C.1 attached hereto, amends Section 18, “Miscellaneous Uses and Temporary Occupancies” of Development Agreement (“Development Agreement”) between the City of Coral Gables (“City”) and the University (see Exhibit “C.2” attached hereto), approved pursuant to Ordinance No. 2010-31 (see Exhibit “C.3” attached hereto) to allow Campus Serving Uses at 5915 Ponce de Leon Boulevard. Miami Dade County property records for the property subject of the amendment are attached hereto as Exhibit “C.4”, photographs of the same are attached hereto as Exhibit “C-5” and an aerial of the same is attached hereto as Exhibit “C.6”.

2. Justification

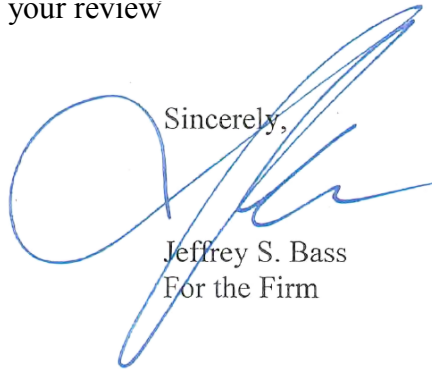
The existing provisions in the Development Agreement governing the “Miscellaneous and Temporary Uses” the University may make of property within the corporate limits of the City are inconsistent with a use that was in existence at the time of inception of the Development Agreement, an effect that was not foreseen or intended by the City or the University. The purpose of the proposed amendment is to correct that oversight.

3. Conclusion.

The proposed amendment to the Development Agreement, consisting of the modification of Paragraph 18 of the Development Agreement that governs the Miscellaneous and Temporary Uses the University may make of property within the corporate limits of the City, will make said standards consistent with a use in existence at the date of inception of the Development Agreement that was not contemplated in the Development Agreement.

We respectfully ask that the City of Coral Gables support the University's request for the proposed amendments.

Thank you for your attention to this matter and please do not hesitate to contact me if you require additional information to assist with your review

Sincerely,

Jeffrey S. Bass
For the Firm

Enclosures (1)

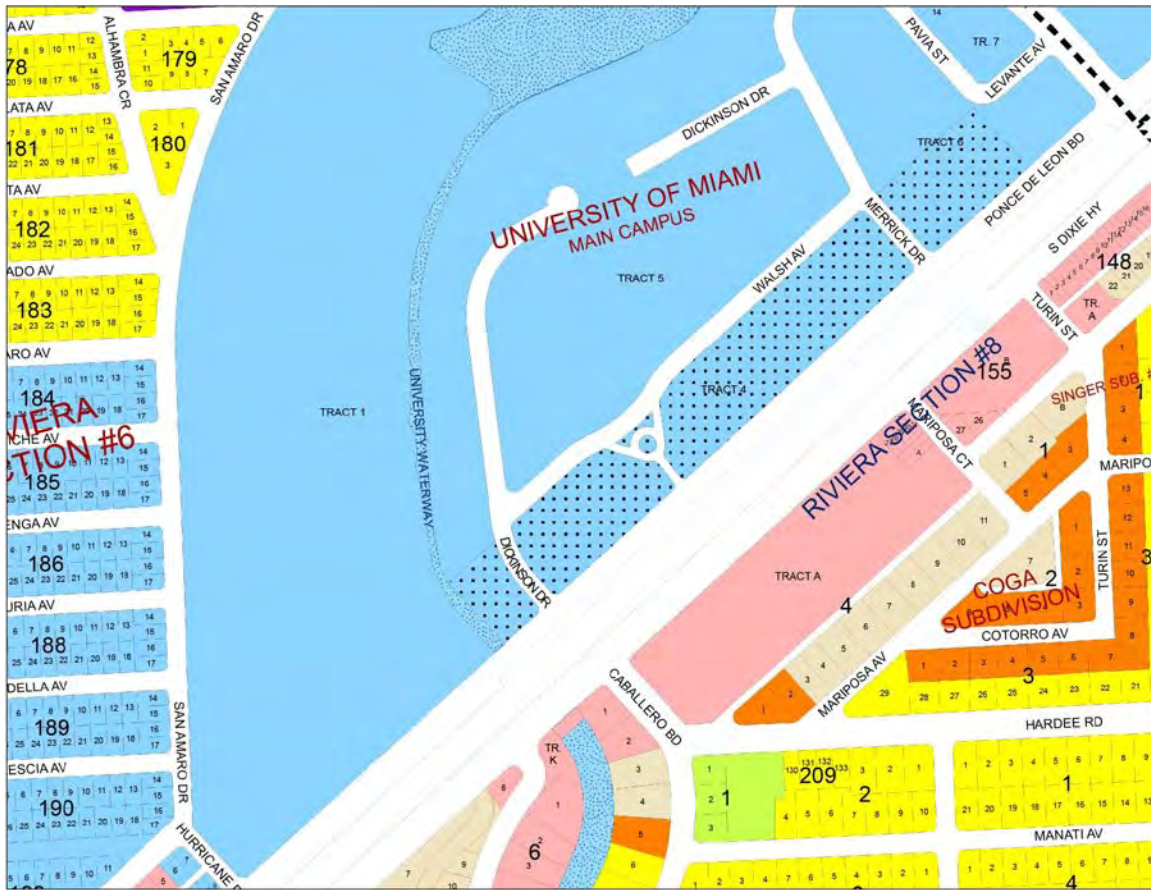
cc: Charles Wu, City of Coral Gables
Ramon Trias, City of Coral Gables
Craig Leen, City of Coral Gables
Charlie Siemon, Outside Counsel for City of Coral Gables
Janet Gavarrete, University of Miami
Aileen Ugalde, University of Miami
Judd Goldberg, University of Miami
Alicia Corral, University of Miami
Ricardo Herran, University of Miami
Irma Abella, University of Miami

EXHIBITS

- A.1 Proposed Amendment to Comprehensive Land Use Map- UCD Multi-Use Zone
- A.2 Legal Description and Sketch of current and proposed Multi-Use Zone
- A.3 Aerial of proposed expansion of Multi-Use Zone
- A.4 Photographs of proposed expansion of Multi-Use Zone
- A.5 Ordinance No. 2010-29

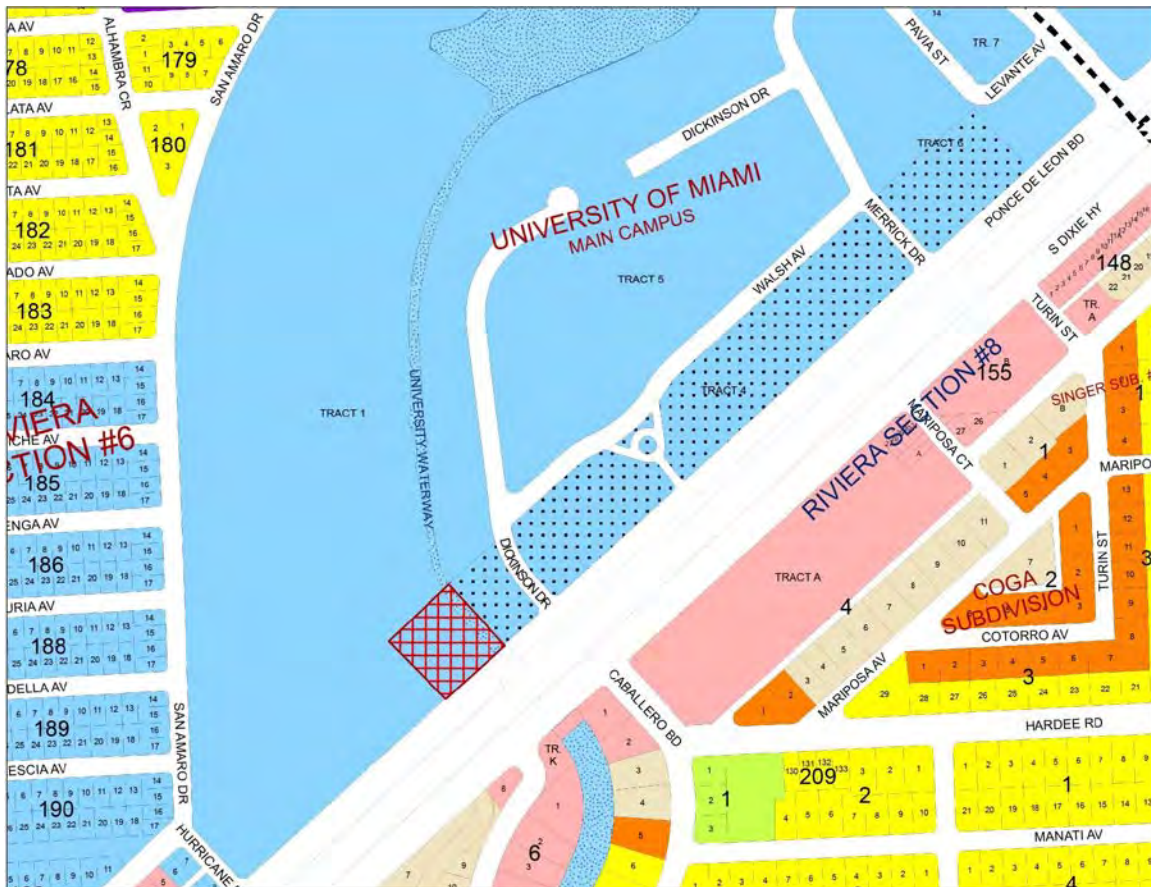
- B.1 Proposed Text Amendment to Sec. 2-202.G.1.c of Zoning Code
- B.2 Aerial of UCD Frontage C
- B.3 Ordinance No. 2010-34

- C.1 Proposed Amendment to Development Agreement
- C.2 Development Agreement
- C.3 Ordinance No. 2010-31
- C.4 Miami-Dade County Property Appraiser's file for 5915 Ponce de Leon Boulevard
- C.5 Photographs for 5915 Ponce de Leon Boulevard
- C.6 Aerial of 5915 Ponce de Leon Boulevard



Existing Multi-use Area

EXISTING UNIVERSITY OF MIAMI MULTI-USE AREA
CITY OF CORAL GABLES FUTURE LAND USE MAP



Proposed Amendment Area

PROPOSED AMENDMENT TO UNIVERSITY OF MIAMI MULTI-USE AREA
CITY OF CORAL GABLES FUTURE LAND USE MAP

Exhibit A.1

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MULTI-USE AREA ADDITION
AT THE UNIVERSITY OF MIAMI
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

ARTICLE I

DEFINITIONS, GENERALLY:

1. CLIENT: SHALL MEAN THE UNIVERSITY OF MIAMI.
2. SKETCH: SHALL MEAN THE GRAPHIC DEPICTION OF THE MAP MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
3. SUBJECT PROPERTY: SHALL MEAN ALL THOSE LOTS, PIECES OR PARCELS OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
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 COUNTY ORDINANCE NUMBER 97-212. ALL REFERENCES TO INSTRUMENT RECORDED PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND CONVERSELY, ALL REFERENCES TO INSTRUMENTS RECORDED SUBSEQUENT TO THAT DATE (OR MENTION BY COMMON REPORT, AS THE CASE MAY BE) SHALL REFER TO THE PRESENT COUNTY NAME.
5. CITY: SHALL MEAN THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA.

ARTICLE II

LEGAL DESCRIPTION

ALL THOSE 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, CONSISTING OF PORTIONS OF TR. 1 AND THE UNIVERSITY WATERWAY AS SHOWN ON THE PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED JUNE 30, 1948 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.:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF PAVIA ST. WITH THE SOUTHEASTERLY LINE OF SAID TR. 6, THIS LINE ALSO BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," THENCE S50°19'30"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD FOR 2253.57 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE CONTINUE S50°19'30"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD FOR 182.52 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD, N39°40'30"W AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR 290.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF WM. E. WALSH AVE. AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," THENCE N50°19'30"E ALONG SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF WM. E. WALSH AVE. FOR 182.52 FEET; THENCE DEPARTING SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF WM. E. WALSH AVE., S39°40'30"E FOR 290.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 52931 SQUARE FEET OR 1.22 ACRES MORE OR LESS BY CALCULATION.

ARTICLE III

SOURCES OF DATA:

THE LEGAL DESCRIPTION AS CITED UNDER ARTICLE II WAS CREATED BASED ON THE FOLLOWING DATA:

1. "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED JUNE 30, 1948 IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.
2. "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED MARCH 17, 2004 IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
3. CORAL GABLES CITY ORDINANCE NUMBER 2011-03, ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (AS TO THE EXISTING RIGHTS OF WAY.)
4. TAX ROLL DATA PUBLISHED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER'S OFFICE FOR THE 2013 TAX YEAR. (FOR REFERENCE ONLY.)
5. BEARINGS AS SHOWN HEREON REFER TO A BEARING OF S50°19'30"W ALONG THE CENTERLINE OF PONCE DE LEON BOULEVARD AS INDICATED ON THE SURVEY MAP AND BASED ON THE UNDERLYING PLAT OF RECORD. ALL LOCATIONS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT (NAD83/90).
6. THE LOCATION OF THE BOUNDARIES AS DEPICTED ON THIS DOCUMENT WERE ACQUIRED FROM THE FOREGOING DATA AND DIRECTION PROVIDED BY THE CLIENT.



THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100038896 MULTI-USE AREA SKETCH AND LEGAL DESCRIPTION\DWG\100038896 MULTI-ZONE SKETCH_LEGAL.DWG / PRINTED: 2/25/2014 11:56 AM

NOT A BOUNDARY SURVEY

ATKINS

2001 N.W. 107th AVE.
MIAMI, FL
33172-2507
(305) 592-7275

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**MULTI-USE AREA ADDITION
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

ORIGINAL: 2/25/14
REVISIONS:
1: _____
2: _____
3: _____
4: _____

JOB NO. 100038896
DRAWN Z.C.P.
CHECKED D.W.D.
QC D.W.D.

SHEET: 1 OF 3

Exhibit A.2

**ARTICLE IV
LIMITATIONS:**

1. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, THE CITY OF CORAL GABLES, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACTS OF LANDS THEREOF.
3. THE SKETCH PORTION OF THIS DOCUMENT IS INTENDED TO BE DISPLAYED AT A SCALE OF 1 INCH = 100 FEET IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS DRAWN TO THE FACT THAT THIS SCALE MAY BE ALTERED BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

**ARTICLE V
CLIENT INFORMATION:**

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE INSISTENCE OF:

THE UNIVERSITY OF MIAMI
SUITE 205
1535 LEVANTE AVENUE
CORAL GABLES, FLORIDA 33146

**ARTICLE VI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS 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 LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

BY: 
DOUGLAS W. DEANS, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE OF CERTIFICATION: FEBRUARY 25, 2014

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 TEXT DATA AND EACH PAGE AND COMPONENT THEREOF SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETED UNLESS APPENDED TO THE OTHERS. THIS NOTICE IS REQUIRED PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

©2014-ATKINS NORTH AMERICA, INC.
ALL RIGHTS RESERVED



THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100038896 MULTI-USE AREA SKETCH AND LEGAL DESCRIPTION\DWG\100038896 MULTI-ZONE SKETCH_LEGAL.DWG / PRINTED: 2/25/2014 11:57 AM

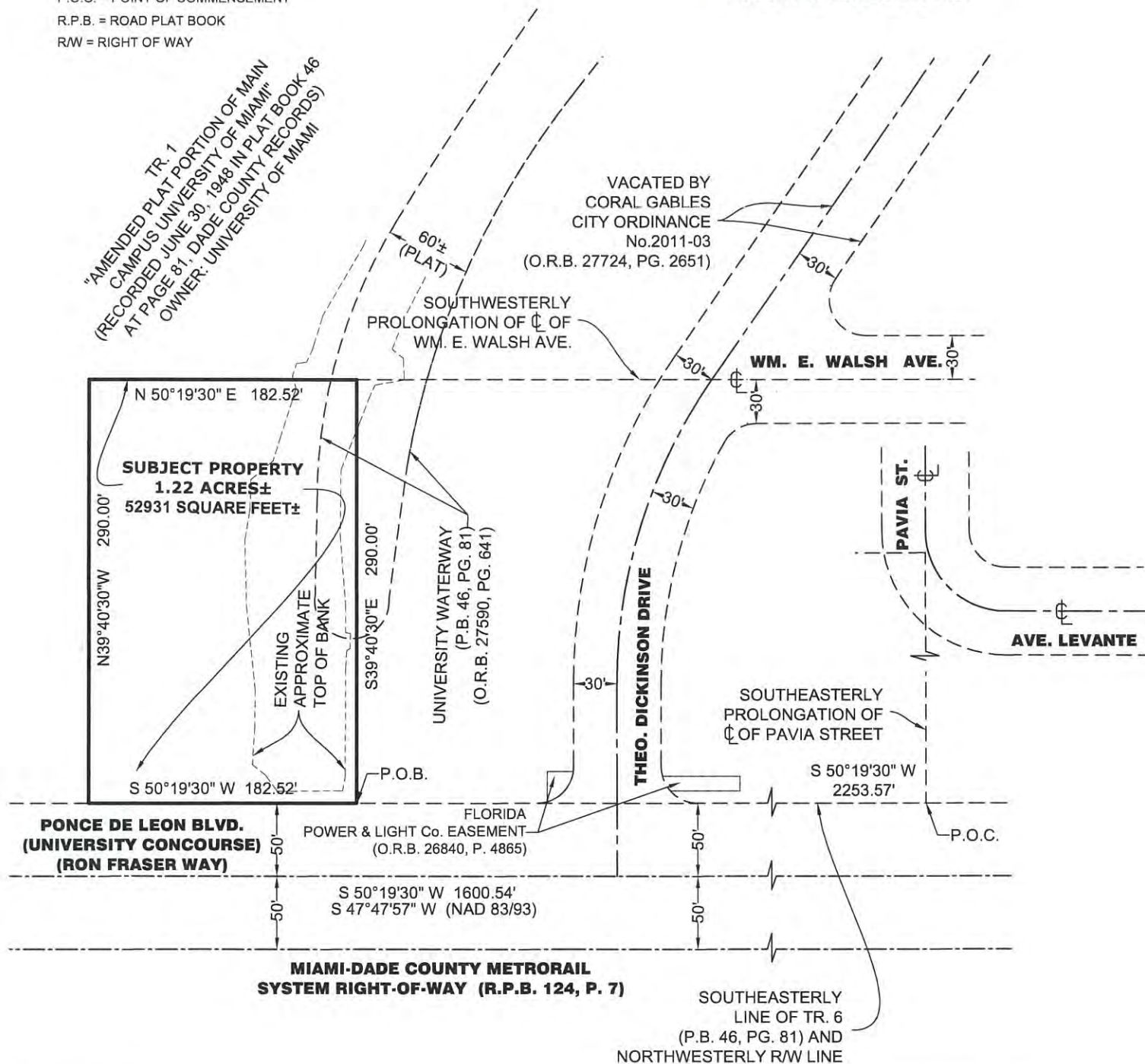
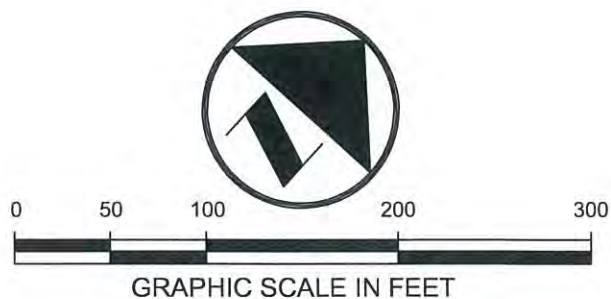
NOT A BOUNDARY SURVEY

ATKINS ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275	MULTI-USE AREA ADDITION SKETCH TO ACCOMPANY LEGAL DESCRIPTION	ORIGINAL: 2/25/14	JOB NO. 100038896
			REVISIONS:	DRAWN Z.C.P.
			1:	CHECKED D.W.D.
			2:	QC D.W.D.
			3:	
			4:	
			SHEET: 2 OF 3	

LEGEND
CENTER LINE

ABBREVIATIONS

± = MORE OR LESS (OR PLUS OR MINUS)
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.P.B. = ROAD PLAT BOOK
R/W = RIGHT OF WAY



DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100038896 MULTI-USE AREA SKETCH AND LEGAL DESCRIPTION\DWG\100038896 MULTI-ZONE SKETCH_LEGAL.DWG / PRINTED: 2/25/2014 11:58 AM

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ORIGINAL: 2/25/14
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2: _____
3: _____
4: _____

JOB NO. 100038896
DRAWN Z.C.P.
CHECKED D.W.D.
QC D.W.D.

SHEET: 3 OF 3

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MULTI-USE AREA
(EXPANDED PARCEL)
AT THE UNIVERSITY OF MIAMI
CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA**

**ARTICLE I
DEFINITIONS, GENERALLY:**

1. CLIENT: SHALL MEAN THE UNIVERSITY OF MIAMI.
2. SKETCH: SHALL MEAN THE GRAPHIC DEPICTION OF THE MAP MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
3. SUBJECT PROPERTY: SHALL MEAN ALL THOSE LOTS, PIECES OR PARCELS OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
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 COUNTY ORDINANCE NUMBER 97-212. ALL REFERENCES TO INSTRUMENT RECORDED PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND CONVERSELY, ALL REFERENCES TO INSTRUMENTS RECORDED SUBSEQUENT TO THAT DATE (OR MENTION BY COMMON REPORT, AS THE CASE MAY BE) SHALL REFER TO THE PRESENT COUNTY NAME.
5. CITY: SHALL MEAN THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA.

**ARTICLE II
LEGAL DESCRIPTION**

ALL THOSE 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, CONSISTING OF PORTIONS OF TR. 1, TR. 4, TR. 6, PAVIA ST., WM. E. WALSH AVE. THE UNIVERSITY WATERWAY AND THEO. DICKINSON DRIVE AS SHOWN ON THE PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED JUNE 30, 1948 IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, TOGETHER WITH PORTIONS OF WM. E. WALSH AVE. AND ALL OF TRACT "A" OF "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED MARCH 17, 2004 IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF PAVIA ST. WITH THE SOUTHEASTERLY LINE OF SAID TR. 6, THIS LINE ALSO BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD FOR 2436.09 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD, N39°40'30"W AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR 290.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF SAID WM. E. WALSH AVE. THENCE ALONG SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF WM. E. WALSH AVE., SAID CENTERLINE OF WM. E. WALSH AVE. AND THE NORTHEASTERLY PROLONGATION OF SAID CENTERLINE OF WM. E. WALSH AVE. FOR THE FOLLOWING COURSES: THENCE N50°19'30"E FOR 715.79 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.46 FEET AND A CENTRAL ANGLE OF 17°09'26" FOR 97.46 FEET TO A POINT OF REVERSE CURVATURE WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 407.54 FEET AND A CENTRAL ANGLE OF 34°18'52" FOR 244.08 FEET TO A POINT OF REVERSE CURVATURE WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.46 FEET AND A CENTRAL ANGLE OF 17°09'26" FOR 97.46 FEET TO THE POINT OF TANGENCY; THENCE N50°19'30"E FOR 1287.84 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHEASTERLY PROLONGATION THE CENTERLINE OF PAVIA ST.; THENCE S39°40'30"E ALONG SAID SOUTHEASTERLY PROLONGATION OF THE CENTERLINE OF PAVIA ST. FOR 290.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 699147 SQUARE FEET OR 16.05 ACRES MORE OR LESS BY CALCULATION.

**ARTICLE III
SOURCES OF DATA:**

THE LEGAL DESCRIPTION AS CITED UNDER ARTICLE II WAS CREATED BASED ON THE FOLLOWING DATA:

1. "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED JUNE 30, 1948 IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.
2. "UNIVERSITY OF MIAMI DAUER TRACT," ACCORDING TO THE PLAT THEREOF, AS RECORDED MARCH 17, 2004 IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
3. CORAL GABLES CITY ORDINANCE NUMBER 2011-03, ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA ON JANUARY 25, 2011 AND RECORDED JUNE 16, 2011 IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (AS TO THE EXISTING RIGHTS OF WAY.)
4. TAX ROLL DATA PUBLISHED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER'S OFFICE FOR THE 2013 TAX YEAR. (FOR REFERENCE ONLY.)

UNIVERSITY
OF MIAMI



THIS DOCUMENT CONSISTS OF 6 SHEETS AND EACH SHEET
SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE
UNLESS ATTACHED TO THE OTHERS.

DRAWING: V:\PROJECTS\UNIVERSITY OF MIAMI\100038896 MULTI-USE AREA SKETCH AND LEGAL DESCRIPTION\DWG\100038896 MULTI-ZONE SKETCH_LEGAL TWO PARCEL.DWG / PRINTED: 2/25/2014 11:29 AM

NOT A BOUNDARY SURVEY

ATKINS 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 ATKINS NORTH AMERICA, INC. FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	MULTI-USE AREA EXPANDED PARCEL SKETCH TO ACCOMPANY LEGAL DESCRIPTION	ORIGINAL: 2/25/14	JOB NO. 100038896
		REVISIONS:	DRAWN Z.C.P.
		1 -	CHECKED D.W.D.
		2 -	QC D.W.D.
		3 -	
		4 -	SHEET: 1 OF 6

5. BEARINGS AS SHOWN HEREON REFER TO A BEARING OF S50°19'30"W ALONG THE CENTERLINE OF PONCE DE LEON BOULEVARD AS INDICATED ON THE SURVEY MAP AND BASED ON THE UNDERLYING PLAT OF RECORD. ALL LOCATIONS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT (NAD83/90).
6. THE LOCATION OF THE BOUNDARIES AS DEPICTED ON THIS DOCUMENT WERE ACQUIRED FROM THE FOREGOING DATA AND DIRECTION PROVIDED BY THE CLIENT.

**ARTICLE IV
LIMITATIONS:**

1. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, THE CITY OF CORAL GABLES, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACTS OF LANDS THEREOF.
3. THE SKETCH PORTION OF THIS DOCUMENT IS INTENDED TO BE DISPLAYED AT A SCALE OF 1 INCH = 100 FEET IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS DRAWN TO THE FACT THAT THIS SCALE MAY BE ALTERED BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

**ARTICLE V
CLIENT INFORMATION:**

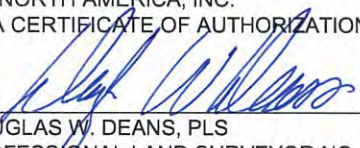
THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE INSISTENCE OF:

THE UNIVERSITY OF MIAMI
SUITE 205
1535 LEVANTE AVENUE
CORAL GABLES, FLORIDA 33146

**ARTICLE VI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS 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 LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

BY: 
DOUGLAS W. DEANS, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE OF CERTIFICATION: FEBRUARY 25, 2014

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 TEXT DATA AND EACH PAGE AND COMPONENT THEREOF SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETED UNLESS APPENDED TO THE OTHERS. THIS NOTICE IS REQUIRED PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

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UNIVERSITY
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FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**MULTI-USE AREA EXPANDED PARCEL
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

ORIGINAL: 2/25/14
REVISIONS:
1: _____
2: _____
3: _____
4: _____

JOB NO. 100038896
DRAWN Z.C.P.
CHECKED D.W.D.
QC D.W.D.
SHEET: 2 OF 6



0 50 100 200 300

GRAPHIC SCALE IN FEET

TR. 1
"AMENDED PLAT PORTION OF MAIN
CAMPUS UNIVERSITY OF MIAMI"
(RECORDED JUNE 30, 1948 IN PLAT BOOK 46
AT PAGE 81, DADE COUNTY RECORDS)
OWNER: UNIVERSITY OF MIAMI

VACATED BY
CORAL GABLES
CITY ORDINANCE
No. 2011-03
(O.R.B. 27724, PG. 2651)

SOUTHWESTERLY
PROLONGATION OF $\angle$ OF
WM. E. WALSH AVE.

WM. E. WALSH AVE.

N 50°19'30" E 715.79'

N 39°40'30" W 290.00'

EXISTING
APPROXIMATE
TOP OF BANK

UNIVERSITY WATERWAY
(P.B. 46, PG. 81)
(O.R.B. 27590, PG. 641)

THEO. DICKINSON DRIVE

PONCE DE LEON BLVD.
(UNIVERSITY CONCOURSE)
(RON FRASER WAY)

FLORIDA
POWER & LIGHT Co. EASEMENT
(O.R.B. 26840, P. 4865)

S 50°19'30" W
S 47°47'57" W (NAD 83/93)

MIAMI-DADE COUNTY METRORAIL SYSTEM RIGHT-OF-WAY (R.P.B. 124, P. 7)

LEGEND
 $\angle$ CENTER LINE

ABBREVIATIONS

Δ = CENTRAL ANGLE (DELTA)
L = LENGTH (WHEN USED IN CURVE DATA)
 $\pm$ = MORE OR LESS (OR PLUS OR MINUS)
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PC = POINT OF CURVATURE
P.R.C. = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
R.P.B. = ROAD PLAT BOOK
R = RADIUS
R/W = RIGHT OF WAY

SEE MATCH LINE (4-6)

UNIVERSITY
OF MIAMI



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**MULTI-USE AREA EXPANDED PARCEL
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

NOT A BOUNDARY SURVEY

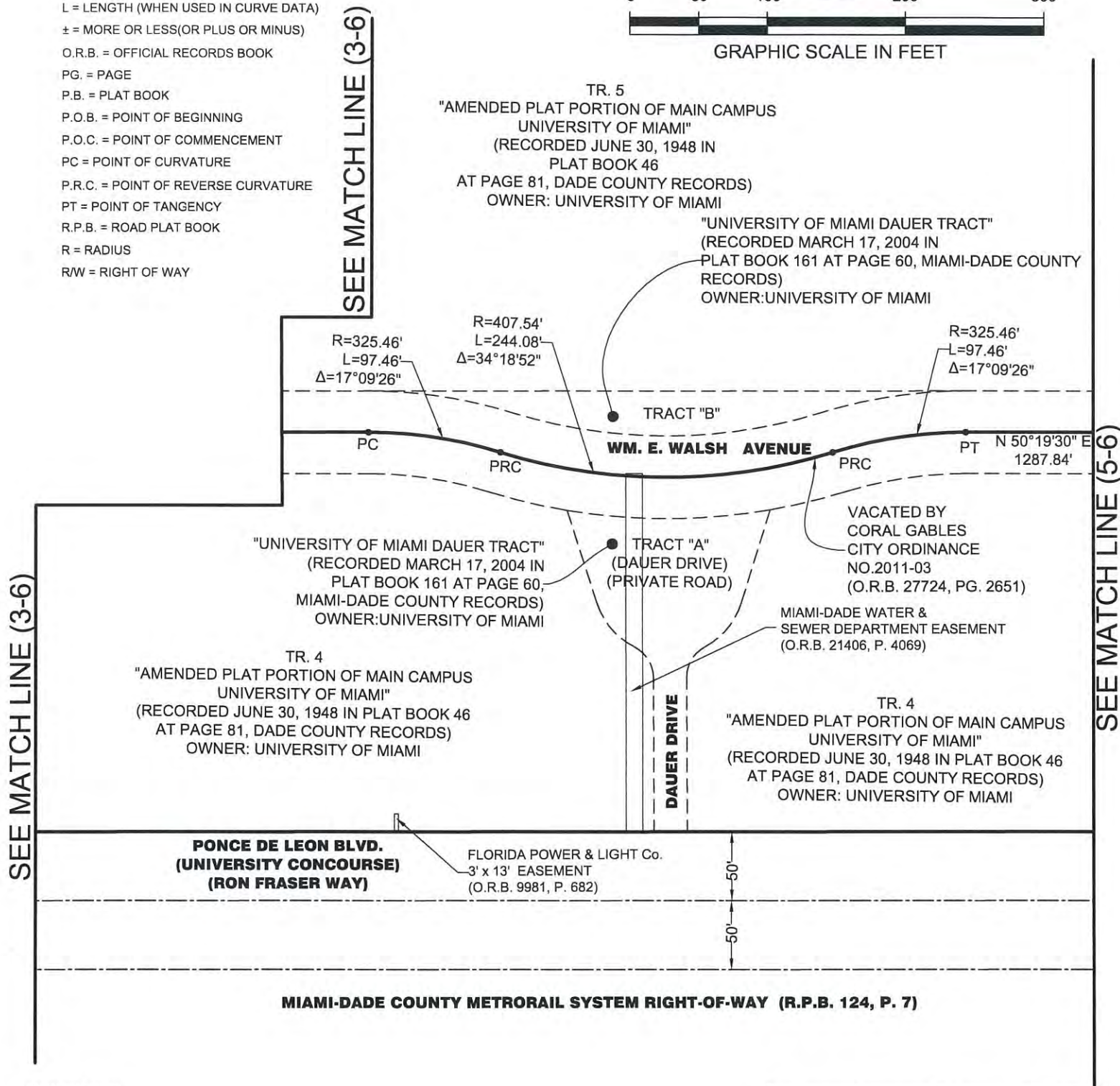
ORIGINAL: 2/25/14
REVISIONS:
1: _____
2: _____
3: _____
4: _____

JOB NO. 100038896
DRAWN Z.C.P.
CHECKED D.W.D.
QC D.W.D.
SHEET: 3 OF 6

LEGEND
C CENTER LINE

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MIAMI, FL
33172-2507
(305) 592-7275

**MULTI-USE AREA EXPANDED PARCEL
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

ORIGINAL: 2/25/14
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1: _____
2: _____
3: _____
4: _____

JOB NO. 100038896
DRAWN Z.C.P.
CHECKED D.W.D.
QC D.W.D.
SHEET: 4 OF 6

LEGEND
CL CENTER LINE

ABBREVIATIONS

Δ = CENTRAL ANGLE (DELTA)
L = LENGTH (WHEN USED IN CURVE DATA)
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O.R.B. = OFFICIAL RECORDS BOOK
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PT = POINT OF TANGENCY
R.P.B. = ROAD PLAT BOOK
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R/W = RIGHT OF WAY



0 50 100 200 300

GRAPHIC SCALE IN FEET

TR. 5
"AMENDED PLAT PORTION OF MAIN CAMPUS
UNIVERSITY OF MIAMI"
(RECORDED JUNE 30, 1948 IN PLAT BOOK 46
AT PAGE 81, DADE COUNTY RECORDS)
OWNER: UNIVERSITY OF MIAMI

WM. E. WALSH AVENUE

FLORIDA POWER & LIGHT CO.
EASEMENT
(O.R.B. 20825, P. 1959)

SUBJECT PROPERTY
16.05 ACRES±
699147 SQUARE FEET±

TR. 4
"AMENDED PLAT PORTION OF MAIN CAMPUS
UNIVERSITY OF MIAMI"
(RECORDED JUNE 30, 1948 IN PLAT BOOK 46
AT PAGE 81, DADE COUNTY RECORDS)
OWNER: UNIVERSITY OF MIAMI

FLORIDA POWER & LIGHT Co.
3' x 13' EASEMENT
(O.R.B. 9981, P. 682)

CORAL GABLES
GRANT OF EASEMENT
(O.R.B. 25496-793)

PONCE DE LEON BLVD.
(UNIVERSITY CONCOURSE)
(RON FRASER WAY)

MIAMI-DADE COUNTY METRORAIL SYSTEM RIGHT-OF-WAY (R.P.B. 124, P. 7)

SEE MATCH LINE (4-6)

SEE MATCH LINE (6-6)

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OF MIAMI



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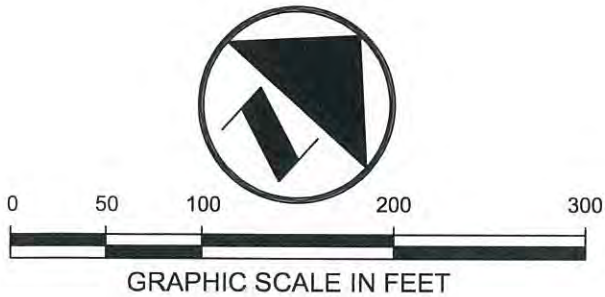
**MULTI-USE AREA EXPANDED PARCEL
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

ORIGINAL: 2/25/14
REVISIONS:
1: _____
2: _____
3: _____
4: _____

JOB NO. 100038896
DRAWN Z.C.P.
CHECKED D.W.D.
QC D.W.D.

SHEET: 5 OF 6

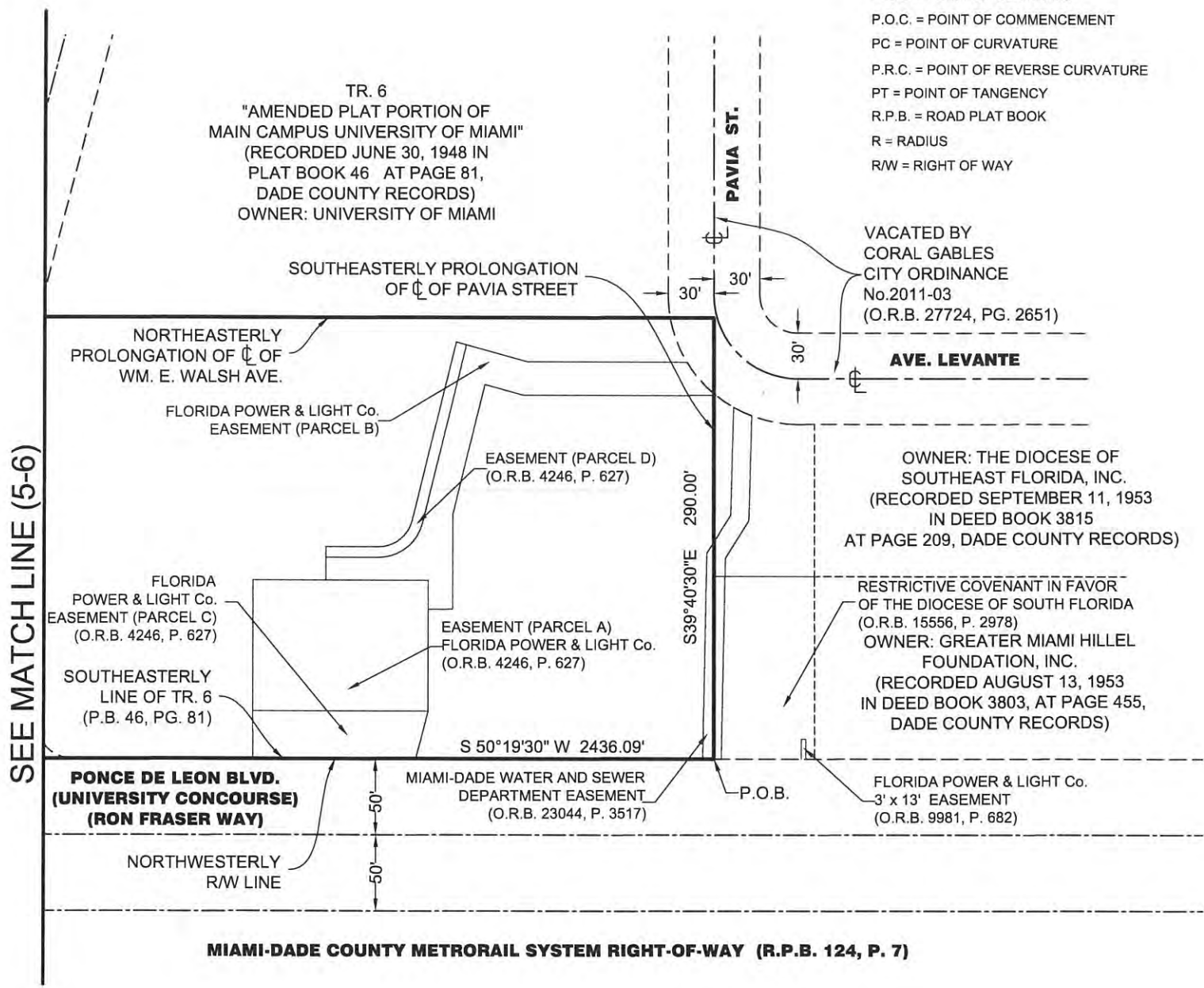
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FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24



LEGEND
 CL CENTER LINE

ABBREVIATIONS

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- PT = POINT OF TANGENCY
- R.P.B. = ROAD PLAT BOOK
- R = RADIUS
- R/W = RIGHT OF WAY



UNIVERSITY
 OF MIAMI



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 (305) 592-7275

**MULTI-USE AREA EXPANDED PARCEL
 SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION**

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REVISIONS:	DRAWN Z.C.P.
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2:	QC D.W.D.
3:	
4:	
	SHEET: 6 OF 6

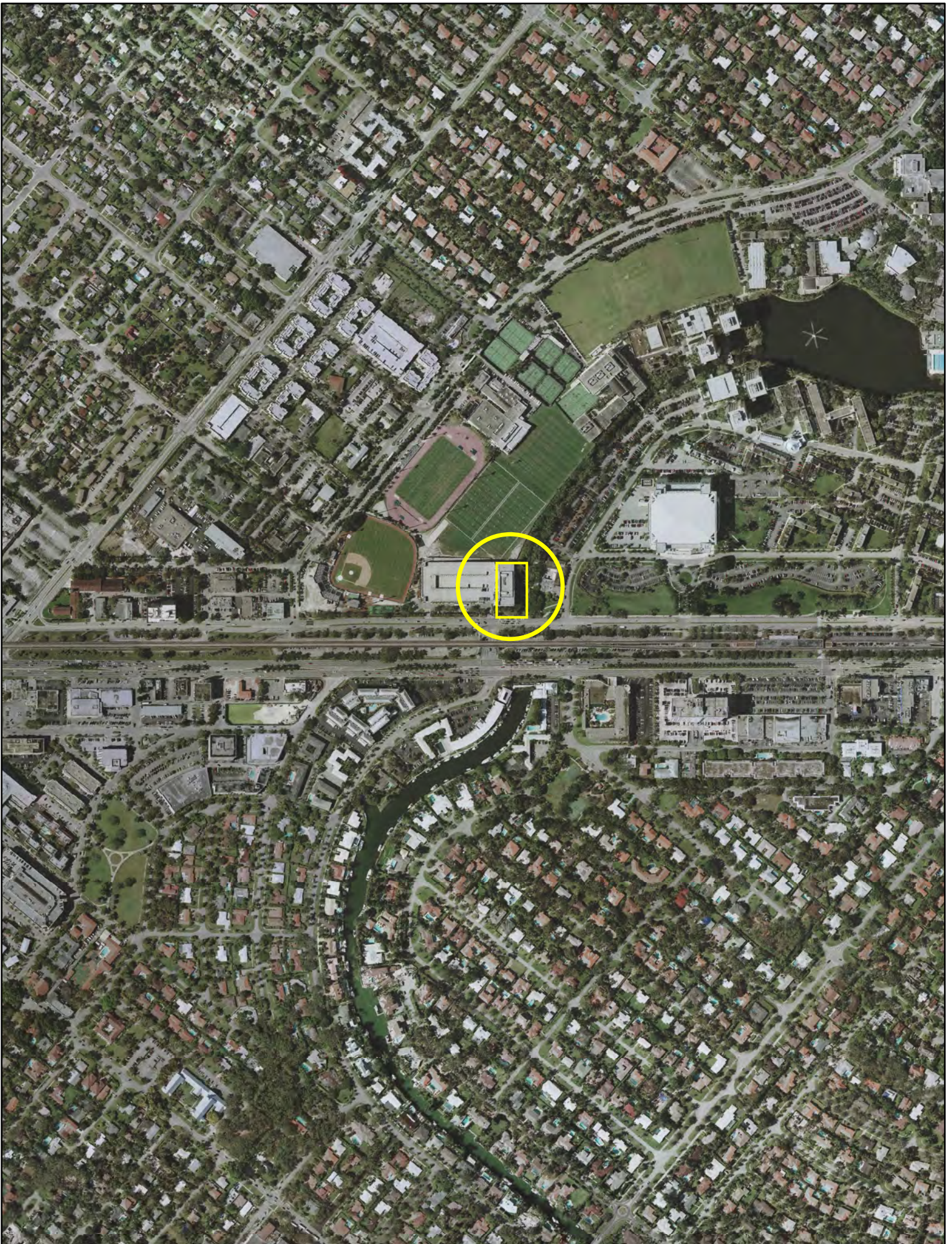


Exhibit A.3



View towards Flipse Building and canal from Ponce de Leon Boulevard



Looking west towards the Ponce de Leon garage and Flipse Building from Ponce de Leon Boulevard



Looking north from the south corner of Ponce de Leon Boulevard and S. Alhambra Circle.

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3

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

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

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

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

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

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

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



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

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

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

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

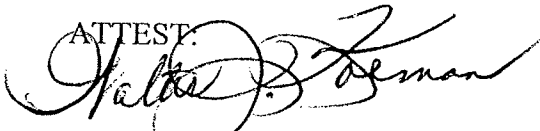
(Moved: Anderson / Seconded: Kerdyk)
(Yeas: Withers, Anderson, Cabrera, Kerdyk, Slesnick)
(Unanimous: 5-0 Vote)
(Agenda Item: E-4)

APPROVED:



DONALD D. SLESNICK II
MAYOR

ATTEST:



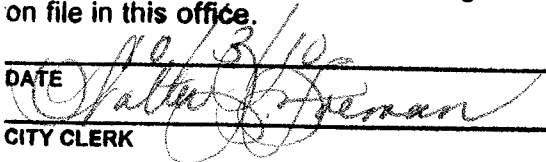
WALTER J. FOEMAN
CITY CLERK

STATE OF FLORIDA • COUNTY OF MIAMI DADE

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

DATE

CITY CLERK

10/3/10


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


for ELIZABETH M. HERNANDEZ
CITY ATTORNEY

EXHIBIT “B.1”

Proposed Amendment to Sec. -202.G.1.c of the City Code- Heights and Setback Standards for University Campus District (“UCD”) Frontage C

Section 4-202-G.1.c.

UCD Frontage C,

- i. A masonry wall with a maximum height of four (4) feet shall be setback at least fifteen (15) feet from the front property line.
- ii. A masonry wall with a maximum height of six (6) feet shall be setback at least twenty-five (25) feet from the front property line.
- iii. Surface parking spaces shall be setback at least twenty-five (25) feet from the front property line.
- iv. No building shall be permitted within fifty (50) feet of the front property line.
The maximum permitted building height within one hundred (100) feet of the front property line is ninety (90) feet.
- v. The maximum permitted building height between one hundred (100) and one hundred and sixty (160) feet from the front property line shall increase above ninety (90) feet by one (1) foot in height for every one (1) foot of additional setback from the front property line.
- vi. The maximum permitted height shall be one hundred and fifty (150) feet, or thirteen (13) stories.
- vii. A porte cochere may extend into a required setback, provided that it does not exceed thirty (30) feet in height and provided that it is setback at least twenty (20) feet from the front property line.



50' SETBACK LINE EXHIBIT

Exhibit B.2

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

EXHIBIT "C.1"

Proposed Amendment to Section 18, "Miscellaneous Uses and Temporary Occupancies" of Development Agreement dated September 28, 2010 between the City of Coral Gables and the University of Miami.

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~~ Campus Serving Uses, included 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 event, 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 sub-paragraph 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 at 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.

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 preempted by the provisions of this Agreement.

29. Existing UMCAD Obligations.

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

30. Amendments.

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

31. Applicable Laws and Construction.

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

32. Venue and Jurisdiction.

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

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

33. Estoppel Certificates.

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

34. Complete Agreement; Amendments.

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

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

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

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

35. Captions.

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

36. Holidays.

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

37. Exhibits.

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

38. Public Purpose.

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

39. No General Obligation.

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

40. Approvals Not Unreasonably Withheld.

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

41. Preservation of Rights.

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

42. Technical Amendments; Survey Corrections.

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

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

43. Notices.

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

For the City:

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

With a copy to:

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

For the University:

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

With a copy to:

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

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

44. Default and Enforcement.

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

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

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

(iii) City Approval Obligation.

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

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

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

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

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

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

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

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

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

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

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

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

45. **Audited Financial Statements.**

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

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

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

47. **Successors in Interest.**

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

48. **Effective Date.**

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

49. Annual Review.

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

50. Force Majeure.

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

51. No Third Party Beneficiaries.

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

52. Relationship of the Parties.

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

53. Time is of the Essence.

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

54. Further Assurances.

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

55. Construction.

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

56. Approvals.

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

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

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

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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.

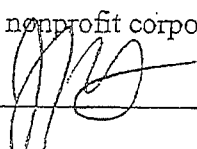
Signed, sealed and delivered in the presence of:

Witness



Print Name: Alan Kirsch

UNIVERSITY OF MIAMI,
a Florida nonprofit corporation

By: 

Its: SEN VP OF BUSINESS & FINANCE

Witness



Print Name: CHARLES L. SIMON

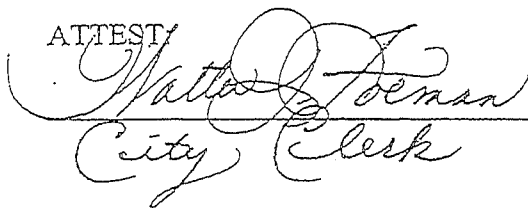
CITY OF CORAL GABLES, FLORIDA

By: Patrick Salerno

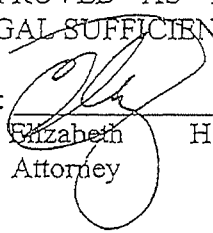
Its: City Manager

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

ATTEST


City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

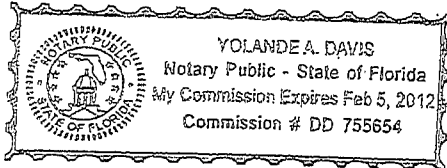
BY: 
Elizabeth Hernandez, City
Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

Notary Seal



Yolande A. Davis
Notary Public, State of Florida

Print Name: Yolande A. Davis

Date: September 28, 2010

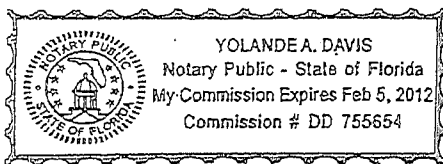
My Commission Expires: Feb. 5, 2012

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

Notary Seal



Yolande A. Davis
Notary Public, State of Florida

Print Name: YOLANDE A. DAVIS

Date: September 28, 2010

My Commission Expires: Feb. 5, 2012

[illegible]

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2010-31

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

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

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

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

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

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

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

WHEREAS, the applicant, the University of Miami has provided courtesy notification mailing to all property owners of record within one thousand (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 available for inspection at City of Coral Gables Planning Department and City Clerk's office and available on the City's Web page at www.coralgables.com for easy retrieval; and

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

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

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

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

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

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

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

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

SECTION 5. If any section, part of 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 I. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


ELIZABETH M. HERNANDEZ
CITY ATTORNEY

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Aerial Photography - 2012

0 55 ft

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Close

Summary Details:

Folio No.:	03-4130-009-0250
Property:	5915 PONCE DE LEON BLVD
Mailing Address:	PLUMER PROPERTIES LTD PRTNRSHP & RICH-CHRIS CORP 5915 PONCE DE LEON BLVD #19 CORAL GABLES FL 33146-2435

Property Information:

Primary Zone:	6400 COMMERCIAL - CENTRAL
CLUC:	0013 OFFICE BUILDING
Beds/Baths:	0/0
Floors:	6
Living Units:	0
Adj Sq Footage:	62,805
Lot Size:	42,500 SQ FT
Year Built:	1971
Legal Description:	CORAL GABLES RIVIERA SEC 14 2ND REV PL PB 28-32 NELY25FT OF LOT 9 & LOTS 10 THRU 22 BLK 196 LOT SIZE 425,000 X 100 OR 18327-3805 07 1998 5

Assessment Information:

Year:	2013
Land Value:	\$2,975,000
Building Value:	\$4,384,176
Market Value:	\$7,359,176
Assessed Value:	\$7,359,176

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$7,359,176
County:	\$0/\$7,359,176
City:	\$0/\$7,359,176
School Board:	\$0/\$7,359,176

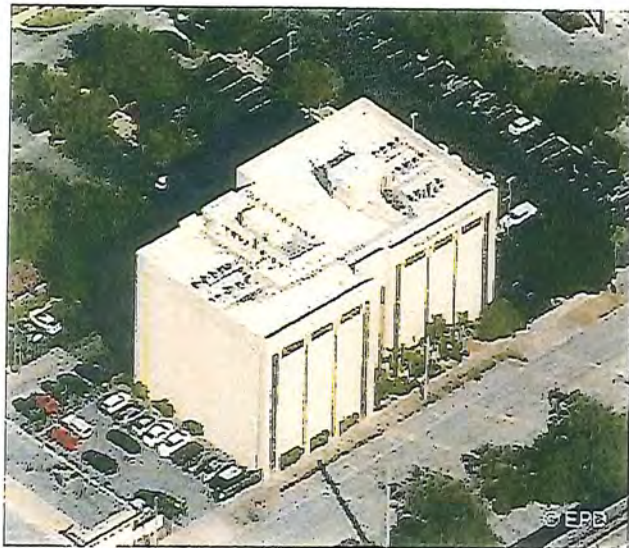
Sale Information:

Sale Date:	7/1998
Sale Amount:	\$0
Sale O/R:	18327-3805
Sales Qualification Description:	Sales which are disqualified as a result of examination of the deed
View Additional Sales	

Exhibit C.4



Plumer Building, 5915 Ponce de Leon Boulevard



Aerial view of Plumer Building

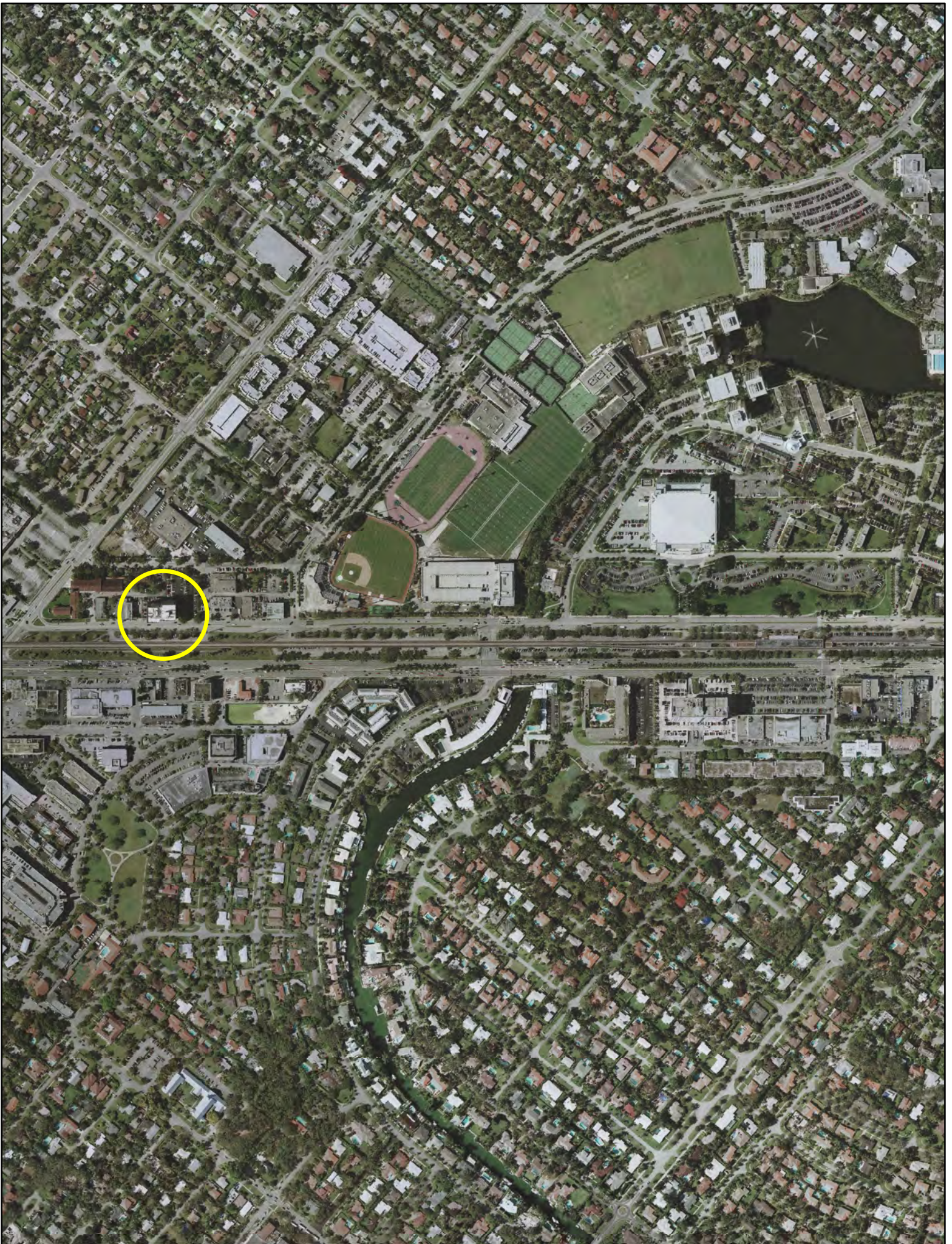


Exhibit C.6

My Home
Miami-Dade County, Florida

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Property Information Map



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0 145 ft

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Close

Summary Details:

Folio No.:	03-4130-002-0890
Property:	1527 CORNICHE AVE
Mailing Address:	THE UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	0100 SINGLE FAMILY - GENERAL
CLUC:	0003 MULTIFAMILY 3 OR MORE UNITS
Beds/Baths:	24/18
Floors:	2
Living Units:	12
Adj Sq Footage:	20,643
Lot Size:	40,100 SQ FT
Year Built:	2009
Legal Description:	C GABLES RIVIERA SEC 6 PB 20-79 LOTS 19 THRU 27 INC LESS BLK 184 S70FT OF LOT 19 & E20FT OF S70FT OF LOT 20 LOT SIZE IRREGULAR

Assessment Information:

Year:	2013
Land Value:	\$761,900
Building Value:	\$1,608,616
Market Value:	\$2,370,516
Assessed Value:	\$2,370,516

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$2,370,516
County:	\$0/\$2,370,516
City:	\$0/\$2,370,516
School Board:	\$0/\$2,370,516

My Home

Miami-Dade County, Florida

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MIAMI-DADE

Property Information Map



Aerial Photography - 2012

0 326 ft

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Close

Summary Details:

Folio No.:	03-4130-015-0030
Property:	5202 UNIVERSITY DR
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFF PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	129,411
Lot Size:	63.96 ACRES
Year Built:	1950
Legal Description:	MAIN CAMPUS UNIVERSITY MIAMI AMD PB 46-81 TRACT 2 LESS DESC BEG NE COR OF TR S TH NWLY AD 530FT SWLY AD 78.03FT SWLYSELY AD 38.37FT S 14 DEG E 6.36FT SELY

Assessment Information:

Year:	2013
Land Value:	\$11,842,765
Building Value:	\$2,584,016
Market Value:	\$14,426,781
Assessed Value:	\$14,426,781

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$14,426,781/\$0
County:	\$14,426,781/\$0
City:	\$14,426,781/\$0
School Board:	\$14,426,781/\$0

My Home

Miami-Dade County, Florida

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Property Information Map



Aerial Photography - 2012

0 435 ft

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Summary Details:

Folio No.:	03-4130-015-0010
Property:	1239 DICKINSON DR
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	12
Living Units:	0
Adj Sq Footage:	657,055
Lot Size:	76.17 ACRES
Year Built:	1967
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 LEON BLVD PB 46-4 NE ALG NW/L OF BLVD 537.41FT TO POB NWLY290.77FT

Assessment Information:

Year:	2013
Land Value:	\$14,103,200
Building Value:	\$45,018,089
Market Value:	\$59,121,289
Assessed Value:	\$59,121,289

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$59,121,289/\$0
County:	\$59,121,289/\$0
City:	\$59,121,289/\$0
School Board:	\$59,121,289/\$0

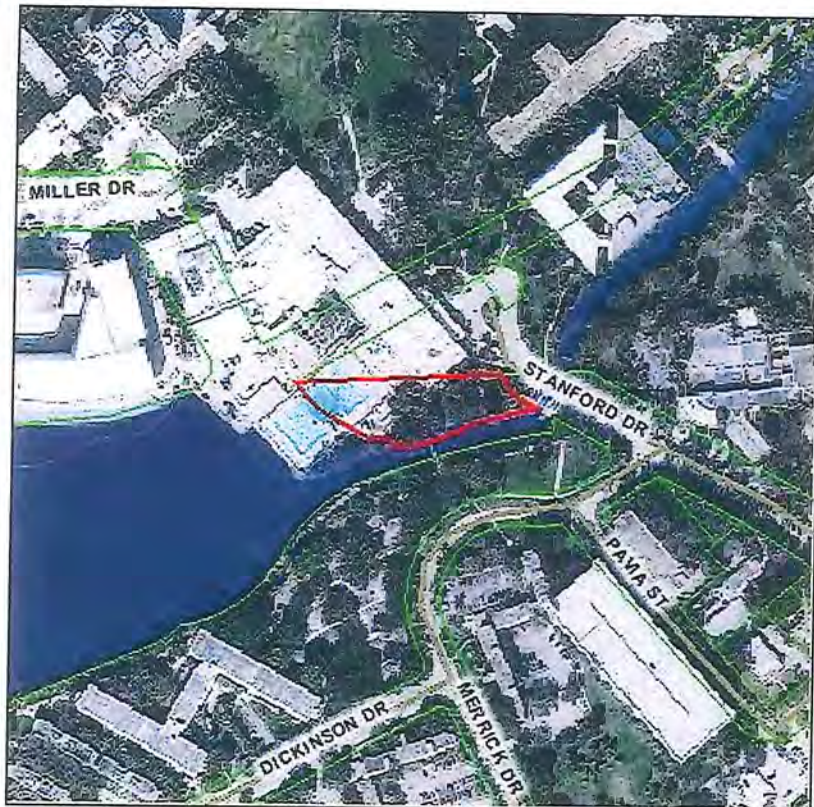
My Home

Miami-Dade County, Florida

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Property Information Map



Aerial Photography - 2012

0 143 ft

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Close

Summary Details:

Folio No.:	03-4130-017-0010
Property:	5501 SAN AMARO DR
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	29,095
Lot Size:	2.03 ACRES
Year Built:	2004
Legal Description:	19-30 54 41 2.04 AC M/L MAIN CAMPUS UNIVERSITY OF MIAMI 2ND AMENDED PLAT PB 77-66 TRACT A LOT SIZE 88862 SQUARE FEET

Assessment Information:

Year:	2013
Land Value:	\$1,110,775
Building Value:	\$3,404,309
Market Value:	\$4,515,084
Assessed Value:	\$4,515,084

Taxable Value Information:

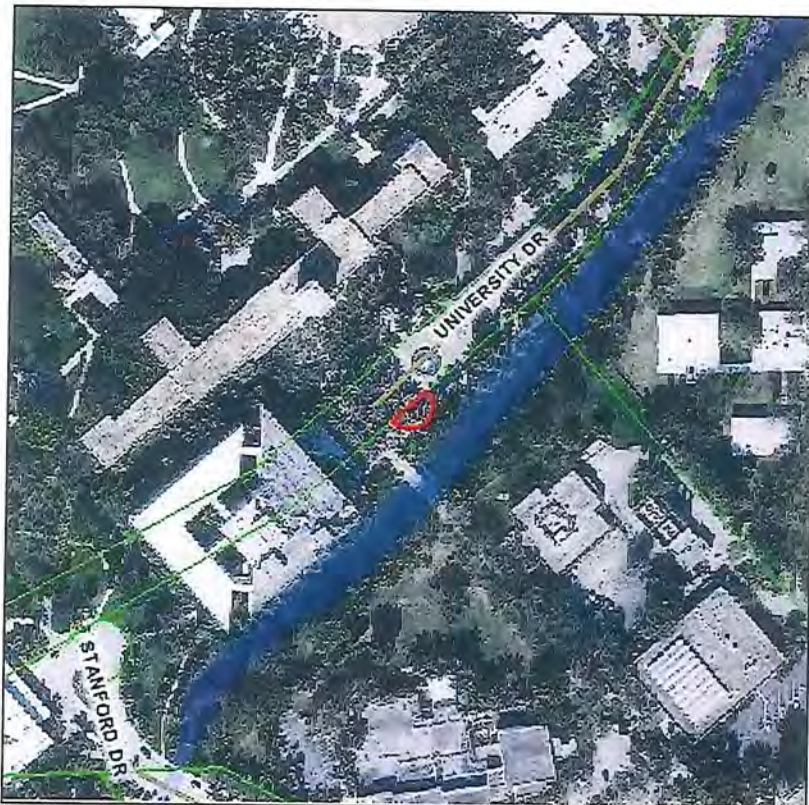
Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$4,515,084/\$0
County:	\$4,515,084/\$0
City:	\$4,515,084/\$0
School Board:	\$4,515,084/\$0

My Home
Miami-Dade County, Florida

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Property Information Map



Aerial Photography - 2012

0 105 ft

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Close

Summary Details:

Folio No.:	03-4130-017-0030
Property:	
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	2,178 SQ FT
Year Built:	0
Legal Description:	19-30 54 41 0.05 AC M/L MAIN CAMPUS UNIVERSITY OF MIAMI 2ND AMENDED PLAT PB 77-66 TRACT C LOT SIZE 2178 SQUARE FEET

Assessment Information:

Year:	2013
Land Value:	\$12,524
Building Value:	\$0
Market Value:	\$12,524
Assessed Value:	\$11,979

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$11,979/\$0
County:	\$11,979/\$0
City:	\$11,979/\$0
School Board:	\$12,524/\$0

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Summary Details:

Folio No.:	03-4130-015-0070
Property:	1101 STANFORD DR
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	3
Living Units:	0
Adj Sq Footage:	299,438
Lot Size:	15.05 ACRES
Year Built:	2002
Legal Description:	19-30 54 41 15.05 AC MAIN CAMPUS UNIVERSITY MIAMI AMD TRACT 5 PB 46-81 LOT SIZE 655580 SQUARE FEET

Assessment Information:

Year:	2013
Land Value:	\$4,589,060
Building Value:	\$55,693,089
Market Value:	\$60,282,149
Assessed Value:	\$60,282,149

Taxable Value Information:

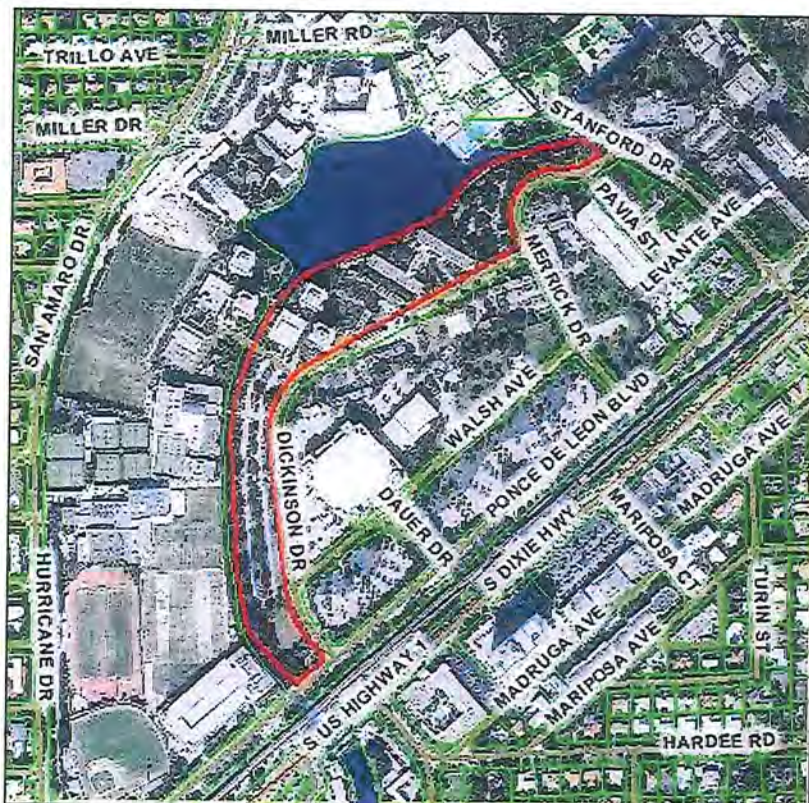
Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$60,282,149/\$0
County:	\$60,282,149/\$0
City:	\$60,282,149/\$0
School Board:	\$60,282,149/\$0

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Summary Details:

Folio No.:	03-4130-015-0020
Property:	5665 PONCE DE LEON BLVD
Mailing Address:	UNIVERSITY OF MIAMI % REAL ESTATE OFFICE P O BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	3600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	2
Living Units:	0
Adj Sq Footage:	13,591
Lot Size:	5.62 ACRES
Year Built:	1965
Legal Description:	19-30 54 41 5.63 AC PB 46-81 MAIN CAMPUS UNIV MIA AMD PT TR 1 BEG X NE/L OF AVE APRICALA & NW/L PONCE DE LEON BLVD PB 46-81 NE ALG NW/L OF BLVD 537.41FT TO POB NWLY290.77

Assessment Information:

Year:	2013
Land Value:	\$1,716,680
Building Value:	\$637,300
Market Value:	\$2,353,980
Assessed Value:	\$2,353,980

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$2,353,980/\$0
County:	\$2,353,980/\$0
City:	\$2,353,980/\$0
School Board:	\$2,353,980/\$0

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Summary Details:

Folio No.:	03-4130-014-0010
Property:	1115 LEVANTE AVE
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	1
Lot Size:	31,984 SQ FT
Year Built:	0
Legal Description:	19-30 54 41 C GAB RIV SEC 7 REV PB 28-45 LOTS 14 TO 16 INC & ALL OF ST LYG NWLY & ADJ THERETO BLK 165 LOT SIZE 31984 SQUARE FEET

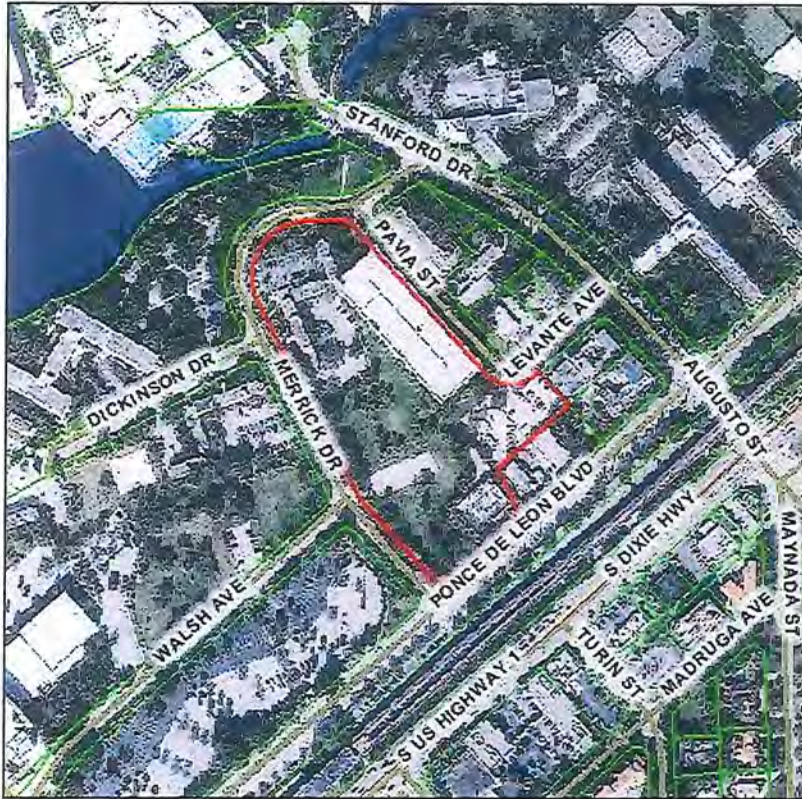
Assessment Information:

Year:	2013
Land Value:	\$623,688
Building Value:	\$510,625
Market Value:	\$1,134,313
Assessed Value:	\$1,134,313

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$1,134,313/\$0
County:	\$1,134,313/\$0
City:	\$1,134,313/\$0
School Board:	\$1,134,313/\$0

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Summary Details:

Folio No.:	03-4130-015-0100
Property:	5225 PONCE DE LEON BLVD
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	137,550
Lot Size:	6.40 ACRES
Year Built:	2002
Legal Description:	19-30 54 41 6.40 AC M/L MAIN CAMPUS UNIV MIA AMD PB 46-81 TR 6 LESS DB 4089-333 3917-162 3803-453 & 3815-209 LOT SIZE 278784 SQUARE FEET

Assessment Information:

Year:	2013
Land Value:	\$1,951,488
Building Value:	\$6,661,228
Market Value:	\$8,612,716
Assessed Value:	\$8,612,716

Taxable Value Information:

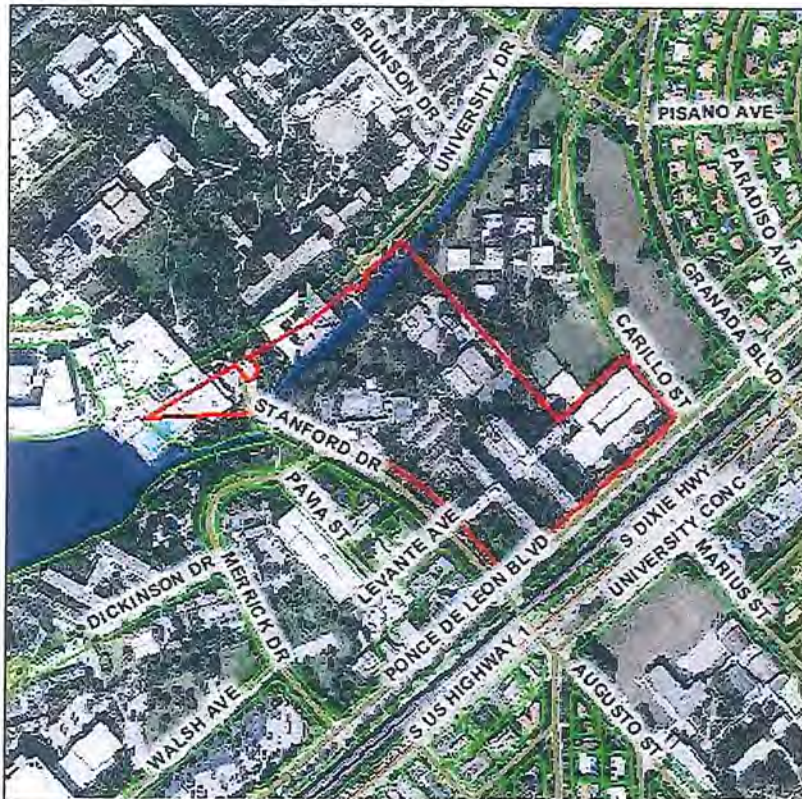
Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$8,612,716/\$0
County:	\$8,612,716/\$0
City:	\$8,612,716/\$0
School Board:	\$8,612,716/\$0

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Summary Details:

Folio No.:	03-4130-015-0050
Property:	1350 MILLER RD
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	2
Living Units:	0
Adj Sq Footage:	257,059
Lot Size:	28.08 ACRES
Year Built:	1950
Legal Description:	19-30 54 41 28.08 AC PB 46-81 MAIN CAMPUS UNIVERSITY MIAMI AMD TR 3 LESS PARCEL TO B.P.I. PER DB 4030-185 & LESS PORT PER PB 77-76 LOT SIZE 1223165 SQUARE FEET

Assessment Information:

Year:	2013
Land Value:	\$5,198,451
Building Value:	\$11,407,471
Market Value:	\$16,605,922
Assessed Value:	\$16,605,922

Taxable Value Information:

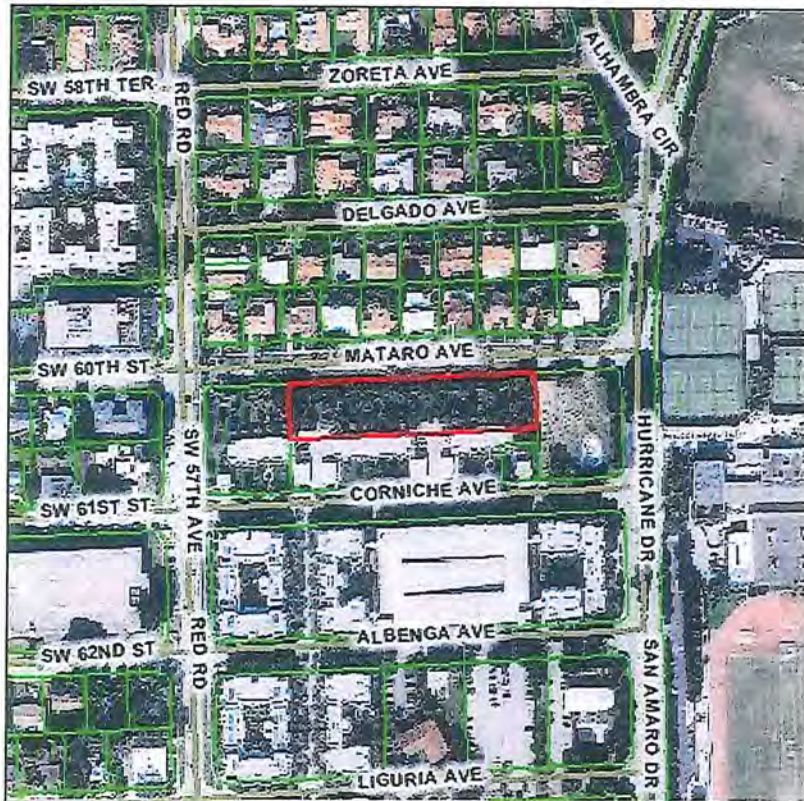
Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$16,605,922/\$0
County:	\$16,605,922/\$0
City:	\$16,605,922/\$0
School Board:	\$16,605,922/\$0

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Summary Details:

Folio No.:	03-4130-002-0870
Property:	1537 CORNICHE AVE
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	0100 SINGLE FAMILY - GENERAL
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	45,000 SQ FT
Year Built:	0
Legal Description:	C GABLES RIVIERA SEC 6 PB 20-79 LOTS 4 THRU 12 INC BLK 184 LOT SIZE 450.000 X 100

Assessment Information:

Year:	2013
Land Value:	\$810,000
Building Value:	\$0
Market Value:	\$810,000
Assessed Value:	\$810,000

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$810,000/\$0
County:	\$810,000/\$0
City:	\$810,000/\$0
School Board:	\$810,000/\$0

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Summary Details:

Folio No.:	03-4130-002-0861
Property:	5801 SW 57 AVE
Mailing Address:	UNIVERSITY OF MIAMI REAL ESTATE DEPT PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8800 SPECIFIC NO-COMP/QUALIFY
CLUC:	0003 MULTIFAMILY 3 OR MORE UNITS
Beds/Baths:	12/6
Floors:	2
Living Units:	6
Adj Sq Footage:	9,023
Lot Size:	31,000 SQ FT
Year Built:	2009
Legal Description:	30 54 41 C GAB RIVIERA SEC 6 PB 20- 79 LOTS 1-2-3 & 28-29 & 30 BLK 184 LOT SIZE 200,000 X 155 OR 00000-0000 1072 00

Assessment Information:

Year:	2013
Land Value:	\$604,500
Building Value:	\$722,635
Market Value:	\$1,327,135
Assessed Value:	\$1,327,135

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$1,327,135
County:	\$0/\$1,327,135
City:	\$0/\$1,327,135
School Board:	\$0/\$1,327,135

Sale Information:

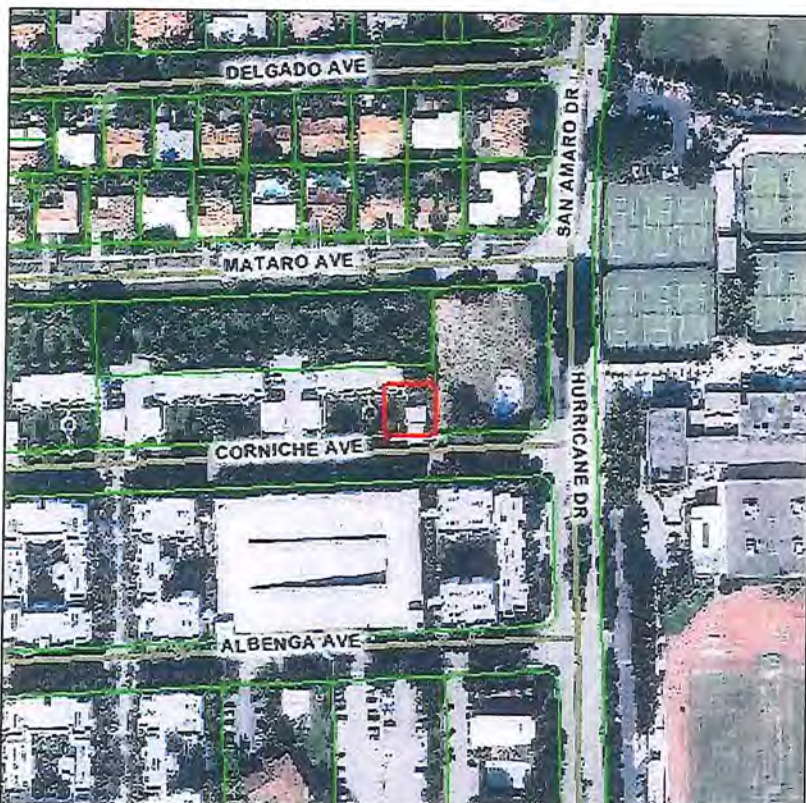
Sale Date:	10/1972
Sale Amount:	\$82,500
Sale O/R:	00000-0000
Sales Qualification Description:	Sales which are qualified
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Summary Details:

Folio No.:	03-4130-002-0891
Property:	
Mailing Address:	UNIVERSITY OF MIAMI 1535 LEVANTE AVE #208 CORAL GABLES FL 33146-2416

Property Information:

Primary Zone:	0100 SINGLE FAMILY - GENERAL
CLUC:	0080 VACANT LAND GOVERNMENT
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	4,900 SQ FT
Year Built:	0
Legal Description:	C GABLES RIVIERA SEC 6 PB 20-79 S70FT OF LOT 19 & E20FT OF S70FT OF LOT 20 BLK 184 LOT SIZE 70,000 X 70 COC 22473-0072 06 2004 5 OR 22473-0072 0604 01

Assessment Information:

Year:	2013
Land Value:	\$176,400
Building Value:	\$0
Market Value:	\$176,400
Assessed Value:	\$176,400

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$176,400
County:	\$0/\$176,400
City:	\$0/\$176,400
School Board:	\$0/\$176,400

Sale Information:

Sale Date:	6/2004
Sale Amount:	\$0
Sale O/R:	22473-0072
Sales Qualification Description:	Sales which are disqualified as a result of examination of the deed
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Summary Details:

Folio No.:	03-4130-002-0990
Property:	1560 LIGURIA AVE
Mailing Address:	UNIV OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	0100 SINGLE FAMILY - GENERAL
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	245/213
Floors:	4
Living Units:	79
Adj Sq Footage:	87,575
Lot Size:	61,376 SQ FT
Year Built:	2006
Legal Description:	C GABLES RIVIERA SEC 6 PB 20-79 LOTS 1 THRU 6 & LOTS 25 THRU 27 & LOT 30 BLK 188 & LOTS 1 & 2 BLK 1 OF UNIVERSITY OF MIAMI MAIN CAMPUS OF PB 87-10

Assessment Information:

Year:	2013
Land Value:	\$1,150,800
Building Value:	\$8,026,873
Market Value:	\$9,177,673
Assessed Value:	\$9,177,673

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$9,177,673/\$0
County:	\$9,177,673/\$0
City:	\$9,177,673/\$0
School Board:	\$9,177,673/\$0

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Summary Details:

Folio No.:	03-4130-002-0900
Property:	1540 CORNICHE AVE
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	0100 SINGLE FAMILY - GENERAL
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	337/305
Floors:	4
Living Units:	121
Adj Sq Footage:	333,540
Lot Size:	3.35 ACRES
Year Built:	2006
Legal Description:	C GABLES RIVIERA SEC 6 PB 20-79 LOTS 1 THRU 30 BLK 185 LOT SIZE 146000 SQ FT LOT SIZE IRREGULAR

Assessment Information:

Year:	2013
Land Value:	\$2,737,500
Building Value:	\$24,157,822
Market Value:	\$26,895,322
Assessed Value:	\$26,895,322

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$26,895,322/\$0
County:	\$26,895,322/\$0
City:	\$26,895,322/\$0
School Board:	\$26,895,322/\$0

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Summary Details:

Folio No.:	03-4130-002-0940
Property:	1565 LIGURIA AVE
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	0100 SINGLE FAMILY - GENERAL
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	215/183
Floors:	4
Living Units:	71
Adj Sq Footage:	87,575
Lot Size:	61,000 SQ FT
Year Built:	2006
Legal Description:	C GABLES RIVIERA SEC 6 PB 20-79 LOTS 1 THRU 6 & 25 THRU 30 BLK 186 LOT SIZE 61000 SQ FT

Assessment Information:

Year:	2013
Land Value:	\$1,143,750
Building Value:	\$7,999,993
Market Value:	\$9,143,743
Assessed Value:	\$9,143,743

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$9,143,743/\$0
County:	\$9,143,743/\$0
City:	\$9,143,743/\$0
School Board:	\$9,143,743/\$0

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Summary Details:

Folio No.:	03-4130-002-1000
Property:	1590 SCODELLA AVE
Mailing Address:	UNIV OF MIA INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	0100 SINGLE FAMILY - GENERAL
CLUC:	0019 AUTOMOTIVE OR MARINE
Beds/Baths:	0/0
Floors:	2
Living Units:	0
Adj Sq Footage:	34,578
Lot Size:	31,376 SQ FT
Year Built:	2006
Legal Description:	C GABLES RIVIERA SEC 6 PB 20-79 LOT 1 & LOTS 28 THRU 30 BLK 189 & LOTS 3 & 4 BLK 1 OF UNIVERSITY OF MIAMI MAIN CAMPUS 1ST ADDN OF PB 87-10

Assessment Information:

Year:	2013
Land Value:	\$643,208
Building Value:	\$2,050,370
Market Value:	\$2,693,578
Assessed Value:	\$2,693,578

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$2,693,578/\$0
County:	\$2,693,578/\$0
City:	\$2,693,578/\$0
School Board:	\$2,693,578/\$0

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Summary Details:

Folio No.:	03-4130-009-0010
Property:	1540 LEVANTE AVE
Mailing Address:	UNIVERSITY OF MIAMI % R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	6100 COMMERCIAL - NEIGHBORHOOD
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	2
Living Units:	0
Adj Sq Footage:	15,879
Lot Size:	12,500 SQ FT
Year Built:	1958
Legal Description:	CORAL GABLES RIVIERA SEC 14 2ND REV PL PB 28-32 LOTS 1 & 2 & SW1/2 LOT 3 BLK 192 LOT SIZE 125.000 X 100

Assessment Information:

Year:	2013
Land Value:	\$875,000
Building Value:	\$778,722
Market Value:	\$1,653,722
Assessed Value:	\$1,653,722

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$1,653,722/\$0
County:	\$1,653,722/\$0
City:	\$1,653,722/\$0
School Board:	\$1,653,722/\$0

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Summary Details:

Folio No.:	03-4130-002-1041
Property:	
Mailing Address:	UNIVERSITY OF MIAMI GABLES ONE TOWER 1320 S DIXIE HWY STE 1250 CORAL GABLES FL 33146-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0066 EXTRA FEA OTHER THAN PARKING
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	44,076 SQ FT
Year Built:	0
Legal Description:	30 54 41 1.012 AC C GABLES RIVERA SEC 6 PB 20-79 LOTS 1-2-3-6- 7-8 & PORT OF LOT 4 BLK 194 & PORT OF SAGUA AVE CLOSED PER ORD 842 DESC COMM NW COR OF SEC THS O DEG W 472.32FT

Assessment Information:

Year:	2013
Land Value:	\$760,311
Building Value:	\$3,784
Market Value:	\$764,095
Assessed Value:	\$764,095

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$764,095/\$0
County:	\$764,095/\$0
City:	\$764,095/\$0
School Board:	\$764,095/\$0

Sale Information:

Sale Date:	2/2011
Sale Amount:	\$100
Sale O/R:	27590-0637
Sales Qualification Description:	Deeds to or executed by a federal, state, or local government agency (including trustees (or Board) of the Internal Improvement Trust Fund, courts, counties, municipalities, sheriffs, or educational organizations)
View Additional Sales	

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0 159 ft

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Folio No.:	03-4130-002-1040
Property:	1507 LEVANTE AVE
Mailing Address:	UNIVERSITY OF MIAMI INS & R E OFFICE PO BOX 248106 CORAL GABLES FL 33124-

Primary Zone:	8600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	0/0
Floors:	3
Living Units:	0
Adj Sq Footage:	78,341
Lot Size:	2.65 ACRES
Year Built:	1970
Legal Description:	30 54 41 2.652 AC C GABLES RIEVERA SEC 6 PB 20-79 BLKS 193 & 194 & THAT PART OF SAGUA AVE LYING BETWEEN SAID BLKS LESS LOTS 1-2-3-6-7-8 & PORT OF LOT 4 BLK 194 & PORT OF SAGUA AVE

Year:	2013
Land Value:	\$878,134
Building Value:	\$3,517,969
Market Value:	\$4,396,103
Assessed Value:	\$4,396,103

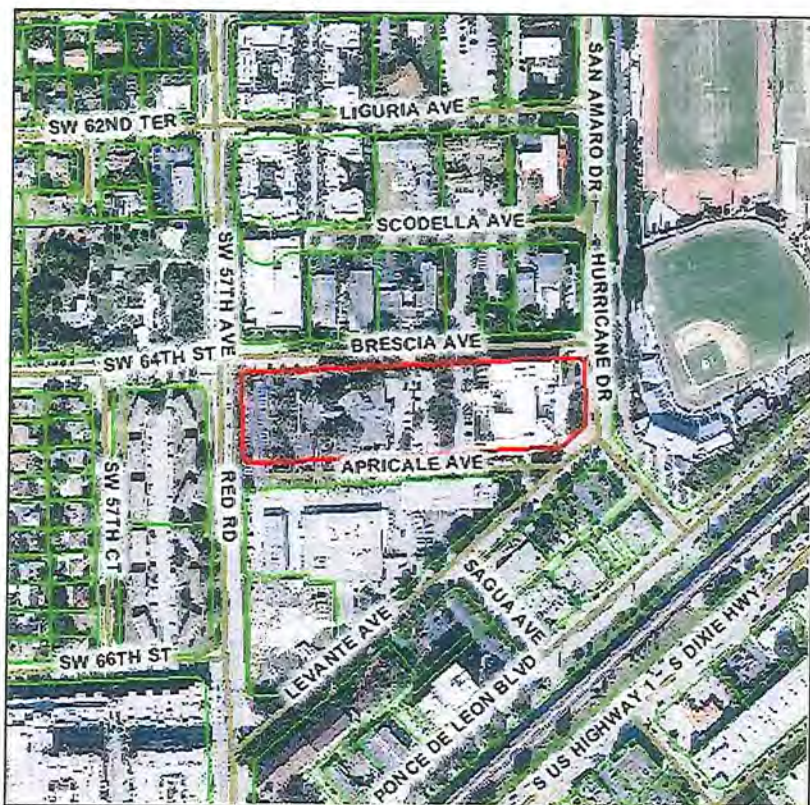
Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$4,396,103/\$0
County:	\$4,396,103/\$0
City:	\$4,396,103/\$0
School Board:	\$4,396,103/\$0

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Summary Details:

Folio No.:	03-4130-002-1030
Property:	1550 BRESCIA AVE
Mailing Address:	UNIVERSITY OF MIAMI
Address:	REAL ESTATE OFF PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0041 EDUCATIONAL - PRIVATE
Beds/Baths:	9/8
Floors:	4
Living Units:	0
Adj Sq Footage:	75,227
Lot Size:	3.42 ACRES
Year Built:	1966
Legal Description:	C GABLES RIVIERA SEC 6 PB 20-79 LOTS 1 THRU 30 BLK 190 LOT SIZE 149163 SQ FT

Assessment Information:

Year:	2013
Land Value:	\$1,044,141
Building Value:	\$9,730,428
Market Value:	\$10,774,569
Assessed Value:	\$10,774,569

Taxable Value Information:

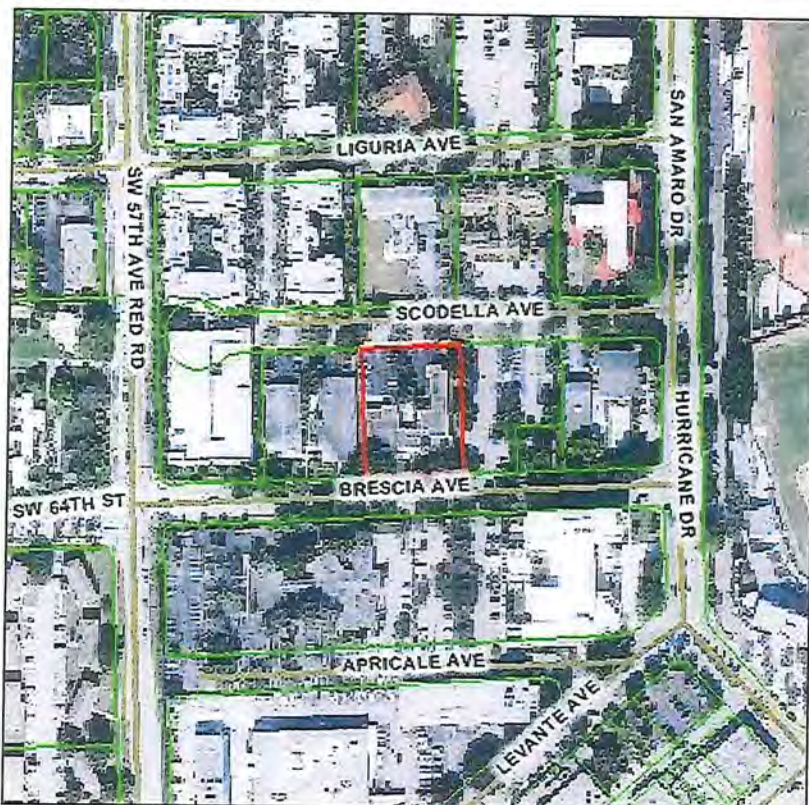
Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$10,774,569/\$0
County:	\$10,774,569/\$0
City:	\$10,774,569/\$0
School Board:	\$10,774,569/\$0

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Summary Details:

Folio No.:	03-4130-002-1001
Property:	1531 BRESCIA AVE
Mailing Address:	UNIVERSITY OF MIAMI
Address:	REAL EST OFF - PO BOX 248106 CORAL GABLES FL 33124-

Property Information:

Primary Zone:	8600 SPECIAL USE
CLUC:	0042 CLUB OR HALL - PRIVATE
Beds/Baths:	0/0
Floors:	2
Living Units:	0
Adj Sq Footage:	10,409
Lot Size:	30,000 SQ FT
Year Built:	1960
Legal Description:	30 54 41 C GABLES RIVIERA SEC 6 PB 20- 79 LOTS 7 TO 9 INC & 22 TO 24 INC BLK 189 LOT SIZE 300.000 X 100 CF 73R191025

Assessment Information:

Year:	2013
Land Value:	\$585,000
Building Value:	\$416,975
Market Value:	\$1,001,975
Assessed Value:	\$1,001,975

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$1,001,975/\$0
County:	\$1,001,975/\$0
City:	\$1,001,975/\$0
School Board:	\$1,001,975/\$0

CONTACT INFO:

Agent: Shubin & Bass
Jeffrey Bass, Esq.
46 SW 1st Street
Miami, Florida 33130
Phone No.: (305) 381-6060
Fax No.: (305) 381-9457
E-mail: jbass@shubinbass.com

Owner: University of Miami
Larry Marbert, Vice President
Real Estate and Facilities
1535 Levante Avenue
Coral Gables, FL 33146
Phone No.: (305) 284-5660
Fax No.: (305) 284-4105
E-mail: lmARBERT@miami.edu

Other Owner: University of Miami
Irma Abella, Director of Governmental Regulations
Campus Planning and Development
1535 Levante Avenue
Coral Gables, FL 33146
Phone No.: (305) 284-6728
Fax No.: (305) 284-3108
E-mail: iabella@miami.edu



**CITY OF CORAL GABLES
LOBBYIST ANNUAL REGISTRATION APPLICATION
FOR EACH PRINCIPAL REPRESENTED**

REGISTRATION #: _____

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors Board, Committee Members, or any other City Official or staff.

FOR THIS PURPOSE: To encourage the approval, disapproval, adoption, repeal, passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of the City Commission, any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST:

Print Your Name Jeffrey S. Bass
LOBBYIST

Print Your Business Name, if applicable Shubin & Bass, P.A.

Business Telephone Number (305) 381-6060

Business Address 46 S.W. 1st Street, Third Floor, Miami, Florida, 33130
ADDRESS CITY, STATE ZIP CODE

Federal ID#: _____

State the extent of any business or professional relationship you have with any current member of the City Commission.

N/A

PRINCIPAL REPRESENTED:

NAME University of Miami COMPANY NAME, IF APPLICABLE _____

BUSINESS ADDRESS 1320 South Dixie Hwy, Suite 1250, Coral Gables, FL 33146 TELEPHONE NO.: (305) 284-2700

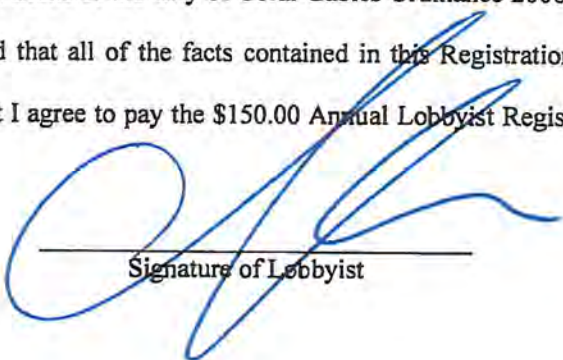
ANNUAL REPORT: On October 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed even if there were no expenditures.

LOBBYIST ISSUE APPLICATION: Prior to lobbying for a specific issue, you are required to fill out a Lobbyist Issue Application form with the Office of the City Clerk; stating under oath, your name, business address, the name of each principal who employed you to lobby, and the specific issue on which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

ANNUAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to The filing of an Issue Application to lobby on a specific issue, and payment of a \$150.00 Lobbyist Registration Fee is required.

I Jeffrey S. Bass hereby swear or affirm under penalty of per-
Print Name of Lobbyist
jury that I have read the provisions of the City of Coral Gables Ordinance 2006-
11, governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$150.00 Annual Lobbyist Regis-
tration Fee.

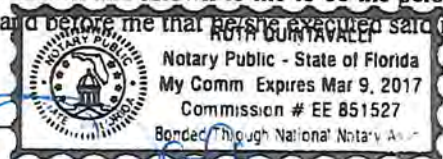


Signature of Lobbyist

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME personally appeared Jeffrey S. Bass to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this 27th day of January 2014



☒ Personally Known

☐ Produced ID



Notary Public
State of Florida

\$150.00 Fee Paid _____

Received By _____ Date: _____

Fee Waived for Not-for-Profit Organizations (documentary proof attached.) _____

For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____



**CITY OF CORAL GABLES
LOBBYIST
ISSUE APPLICATION**

REGISTRATION #: _____

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors, Board, Committee Members, or any City Official or staff.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED. ISSUE FEE: NO CHARGE, PROVIDING YOU HAVE A CURRENT ANNUAL LOBBYIST REGISTRATION DOCUMENT ON FILE.

Print Your Name Jeffrey S. Bass
LOBBYIST

Print Your Business Name Shubin & Bass, P.A.

Business Telephone Number (305) 381-6060

Business Address 46 S.W. 1st Street, Third Floor, Miami, Florida 33130
ADDRESS CITY, STATE ZIP CODE

Corporation, Partnership, or Trust Represented:

Principal Name: University of Miami

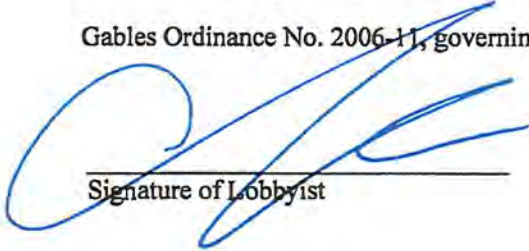
Principal Address: 1320 South Dixie Hwy, Suite 1250, Coral Gables, FL 33146 Telephone Number: (305) 284-2700

ISSUE: Describe in detail, including address, if applicable, of the specific issue on which you will lobby: (Separate Application is required for each specific issue)

General representation in matters related to campus development.

Providing services as an attorney.

I Jeffrey S. Bass hereby swear or affirm under penalty of per-
Print Name of Lobbyist
jury that all the facts contained in this Application are true and that I am aware
that these requirements are in compliance with the provisions of the City of Coral
Gables Ordinance No. 2006-11, governing Lobbying.



Signature of Lobbyist

January 27, 2014
Date

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME personally appeared Jeffrey S. Bass to me well known and known to me to be the person
described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said in-
strument for the purposes therein expressed.

WITNESS my Hand and Official Seal this 27th day of January 2014.

☒ Personally Known
☐ Produced ID



Notary Public
State of Florida



For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____

Annual Fees Waived for Not-for-Profit Organization. Please attach documentary proof.



CITY OF CORAL GABLES
LOBBYIST ANNUAL REGISTRATION APPLICATION
FOR EACH PRINCIPAL REPRESENTED

REGISTRATION #: _____

2014 FEB 27 AM 9:30
CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors Board, Committee Members, or any other City Official or staff.

FOR THIS PURPOSE: To encourage the approval, disapproval, adoption, repeal, passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of the City Commission, any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST:

Print Your Name Irma Abella LOBBYIST

Print Your Business Name, if applicable University of Miami

Business Telephone Number (305) 284-6728

Business Address 1535 Levante Avenue, Coral Gables, FL 33146
ADDRESS CITY, STATE ZIP CODE

Federal ID#: _____

State the extent of any business or professional relationship you have with any current member of the City Commission.

PRINCIPAL REPRESENTED:

NAME University of Miami COMPANY NAME, IF APPLICABLE _____

BUSINESS ADDRESS 1320 S. Dixie Highway, Suite 1250, Coral Gables, FL 33146 TELEPHONE NO.: (305) 284-2700

ANNUAL REPORT: On October 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed even if there were no expenditures.

LOBBYIST ISSUE APPLICATION: Prior to lobbying for a specific issue, you are required to fill out a Lobbyist Issue Application form with the Office of the City Clerk; stating under oath, your name, business address, the name of each principal who employed you to lobby, and the specific issue on which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

ANNUAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to The filing of an Issue Application to lobby on a specific issue, and payment of a \$150.00 Lobbyist Registration Fee is required.

I Irma Abella hereby swear or affirm under penalty of per-
jury that I have read the provisions of the City of Coral Gables Ordinance 2006-
11, governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$150.00 Annual Lobbyist Regis-
tration Fee.

Irma Abella

Signature of Lobbyist

STATE OF FLORIDA)

COUNTY OF DADE)



CAROLINE OTERO
MY COMMISSION # EE 871300
EXPIRES: February 4, 2017
Bonded Thru Budget Notary Services

BEFORE ME personally appeared Irma Abella to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this 25th day of February 2014

☒ Personally Known

☐ Produced ID

Caroline Otero
Notary Public
State of Florida

\$150.00 Fee Paid _____

Received By _____ Date: _____

Fee Waived for Not-for-Profit Organizations (documentary proof attached.) _____

For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____



CITY OF CORAL GABLES
LOBBYIST
ISSUE APPLICATION

CITY OF CORAL GABLES
RECEIVED BY THE
OFFICE OF THE CITY CLERK
2014 FEB 27 AM 9:36

REGISTRATION #: _____

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR THE STATED PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, City Clerk, Assistant City Manager, Special Assistant to City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Fire Major or Chief, Building and Zoning Inspectors, Board, Committee Members, or any City Official or staff.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED. ISSUE FEE: NO CHARGE, PROVIDING YOU HAVE A CURRENT ANNUAL LOBBYIST REGISTRATION DOCUMENT ON FILE.

Print Your Name IRMA ABELLA
LOBBYIST
Print Your Business Name University of Miami
Business Telephone Number (305) 284-4485
Business Address 1535 Levante Ave., Coral Gables, FL
ADDRESS CITY, STATE ZIP CODE 33146

Corporation, Partnership, or Trust Represented:

Principal Name: University of Miami
Principal Address: (same as above) Telephone Number: (same as above)

ISSUE: Describe in detail, including address, if applicable, of the specific issue on which you will lobby: (Separate Application is required for each specific issue)

University Campus District

I IRMA ABELLA hereby swear or affirm under penalty of per-
Print Name of Lobbyist
jury that all the facts contained in this Application are true and that I am aware
that these requirements are in compliance with the provisions of the City of Coral
Gables Ordinance No. 2006-11, governing Lobbying.

Irma M Abella
Signature of Lobbyist

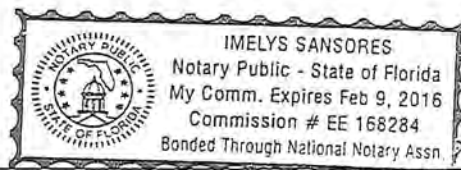
2/27/14
Date

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME personally appeared Irma Abella to me well known and known to me to be the person
described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said in-
strument for the purposes therein expressed.

WITNESS my Hand and Official Seal this 2/27/2014
[Signature]
Notary Public
State of Florida

____ Personally Known
____ Produced ID



For Office Use Only

Data Entry Date: _____, 20____.

Entered By: _____

Annual Fees Waived for Not-for-Profit Organization. Please attach documentary proof.

	Level	Development Review Committee Application	
	1	427 Biltmore Way, 2 nd Floor, Coral Gables, Florida 33134 planning@coralgables.com 305.460.5211	
City of Coral Gables Florida	Review		

Application requirements and supporting information

Application submittal dates and meeting dates. Applications for the DRC shall be submitted in no later the first Friday of each month to be scheduled for the same monthly DRC meeting. DRC meetings are held the last Friday of each month, 9:30 a.m. City Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida 33134. Applicants and/or agents shall be required to attend the meeting to present the application request and respond to City Staff questions. All applications shall be complete at time of submittal.

Preapplication Conference Requirements. A Pre-application Conference is required with the Planning and Zoning Division in advance of application submittal to determine the information necessary to be filed with the application(s). The City reserves the right to request additional information as necessary. City staff to check/confirm if all below information is provided at time of application submittal.

Application submittal (order of documents). The order of the documents for the application submittal shall be as follows (required documents will be determined at pre-application meeting):

- ☐ Table of Contents with page numbers identifying all below documents.
- ☐ DRC Application.
- ☐ Statement of use and/or cover letter.
- ☐ Photographs of property, adjacent uses and/or streetscape.
- ☐ Property survey and legal description.
- ☐ Aerial.
- ☐ Site plan and supporting information.
- ☐ Vegetation assessment and/or survey (if property contains vegetation).
- ☐ Landscape plan.
- ☐ Architectural/building elevations.
- ☐ Building floor plans.
- ☐ Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- ☐ Historical Significance letter.
- ☐ Name and contact information for property owner, applicant, architect, attorney, etc.
- ☐ City of Coral Gables Annual Registration Application and Issue Application Lobbyist forms.
- ☐ Warranty Deed.
- ☐ Application fee equal to one tenth of one percent (.001) of the estimated total building construction cost as determined by the City (\$100.00 minimum fee and \$10,000.00 maximum fee). Payment shall be in check form, payable to the City of Coral Gables. Submit copy of check.
- ☐ Other: _____

Posting of the property. The City shall provide a City approved sign to the applicant to post the subject property advising of the DRC meeting date. The public notice posting shall be in accordance with the Zoning Code. The sign shall be installed by the applicant ten (10) days prior to the meeting and shall not be removed until after the meeting, at which time it is the applicant's responsibility to remove the sign.



City of Coral Gables, Florida Notice of Public Hearing

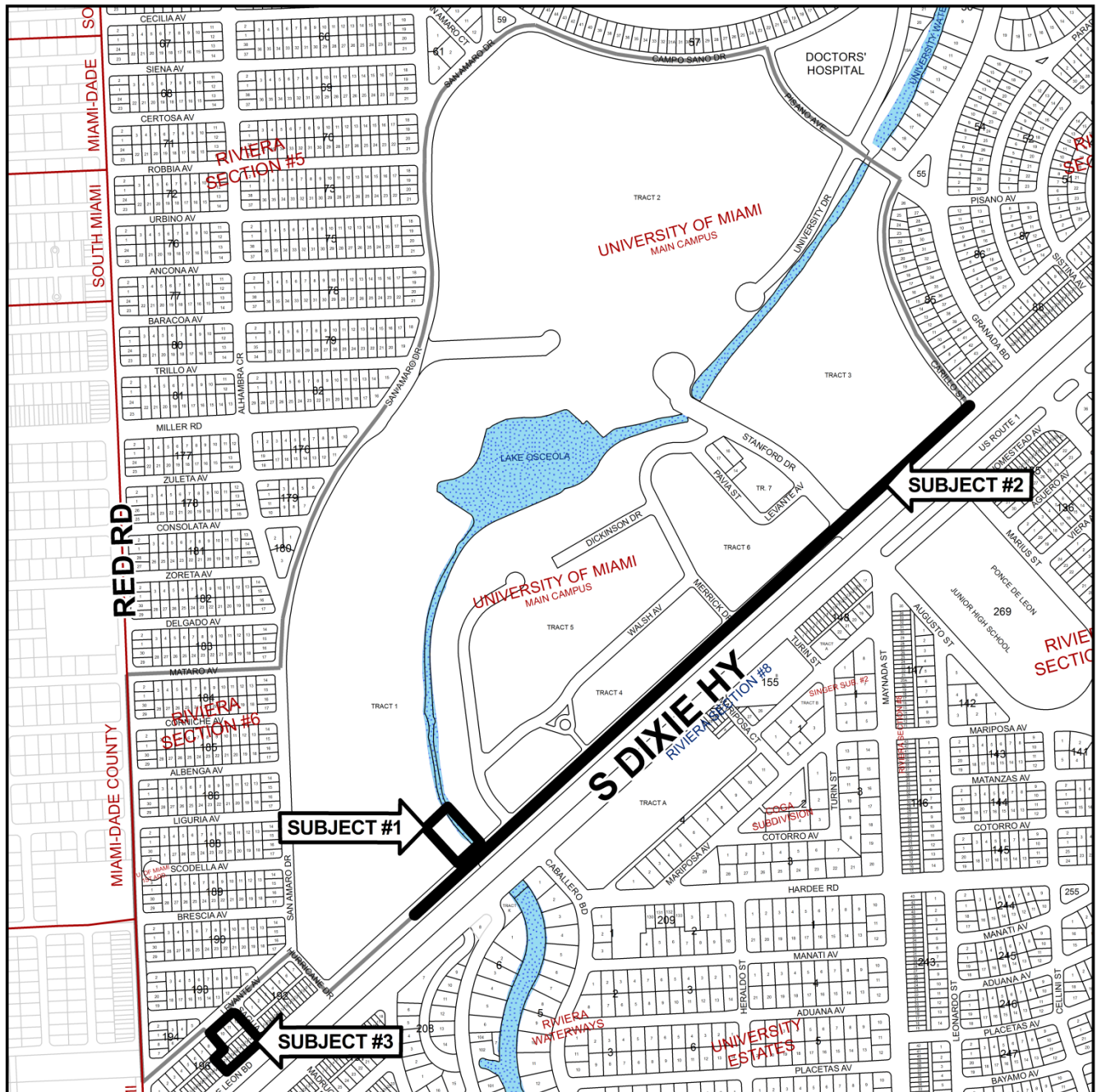
Applicant:	University of Miami
Application:	Comprehensive Plan Map Amendment, Zoning Code Text Amendment and an Amendment to the University of Miami Development Agreement
Property:	University of Miami - Coral Gables, Florida Campus and Plumer Building (5915 Ponce de Leon Boulevard), Coral Gables, Florida
Public Hearing - Date/Time/ Location:	Local Planning Agency/Planning and Zoning Board, April 9, 2014, 6:00 – 9:00 p.m., City Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida, 33134

PUBLIC NOTICE is hereby given that the City of Coral Gables, Florida, Local Planning Agency (LPA)/ Planning and Zoning Board (PZB) will conduct a Public Hearing on April 9, 2014 on the following application at the Coral Gables City Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida:

- 1. An Ordinance of the City Commission of Coral Gables, Florida requesting an amendment to the Future Land Use Map of the City of Coral Gables Comprehensive Plan pursuant to Small Scale amendment procedures (ss. 163.3187, Florida Statutes), from "University Campus" to "University Campus Multi-Use Area" for a parcel of land approximately 1.22 acres in size that would extend the existing designated University Campus Multi-Use Area south across the University Waterway Canal up to and including the Fred C. and Helen D. Flipse Building, located on the Coral Gables Campus, Coral Gables, Florida; and, providing for severability, repealer and an effective date. (Legal description on file at the City) (LPA review)*
- 2. An Ordinance of the City Commission of Coral Gables, Florida providing for a text amendment to the City of Coral Gables Official Zoning Code, Article 4, "Zoning Districts", Division 2, "Overlay and Special Purpose Districts", Section 4-202, "University Campus District (UCD)", amending the UCD Frontage "C" provisions to establish height and setback requirements for a porte-cochere located along Ponce de Leon Boulevard; and providing for severability, repealer, codification, and an effective date. (PZB review)*
- 3. 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. (legal description on file) (PZB review)

All interested parties are invited to attend and participate. Upon recommendation by the Board, the application will be scheduled for City Commission consideration. Please visit the City webpage at www.coralgables.com to view information concerning the application. The complete application is on file and available for examination during business hours at the Planning Division, 427 Biltmore Way, Suite 201, Coral Gables, Florida, 33134. Questions and written comments regarding the application can be directed to the Planning Division at planning@coralgables.com, FAX: 305.460.5327 or 305.460.5211.



Ramon Trias
Director of Planning and Zoning
Planning and Zoning Division
City of Coral Gables, Florida

Any person, who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, as amended, must register with the City Clerk prior to engaging in lobbying activities before City Staff, Boards, Committees or City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall. If a person decides to appeal any decision made by a Board, Committee or City Commission with respect to any matter considered at a meeting or hearing, that person will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). Any meeting may be opened and continued and, under certain circumstances, additional legal notice will not be provided. Any person requiring special accommodations for participation in the proceedings or the materials in accessible format should contact Walter Carlson, Assistant City Planner at 305.460.5211, no less than three working days prior to the meeting. All meetings are telecast live on Coral Gables TV Channel 77.

(Publish date: March 28, 2014)



City of Coral Gables Courtesy Public Hearing Notice

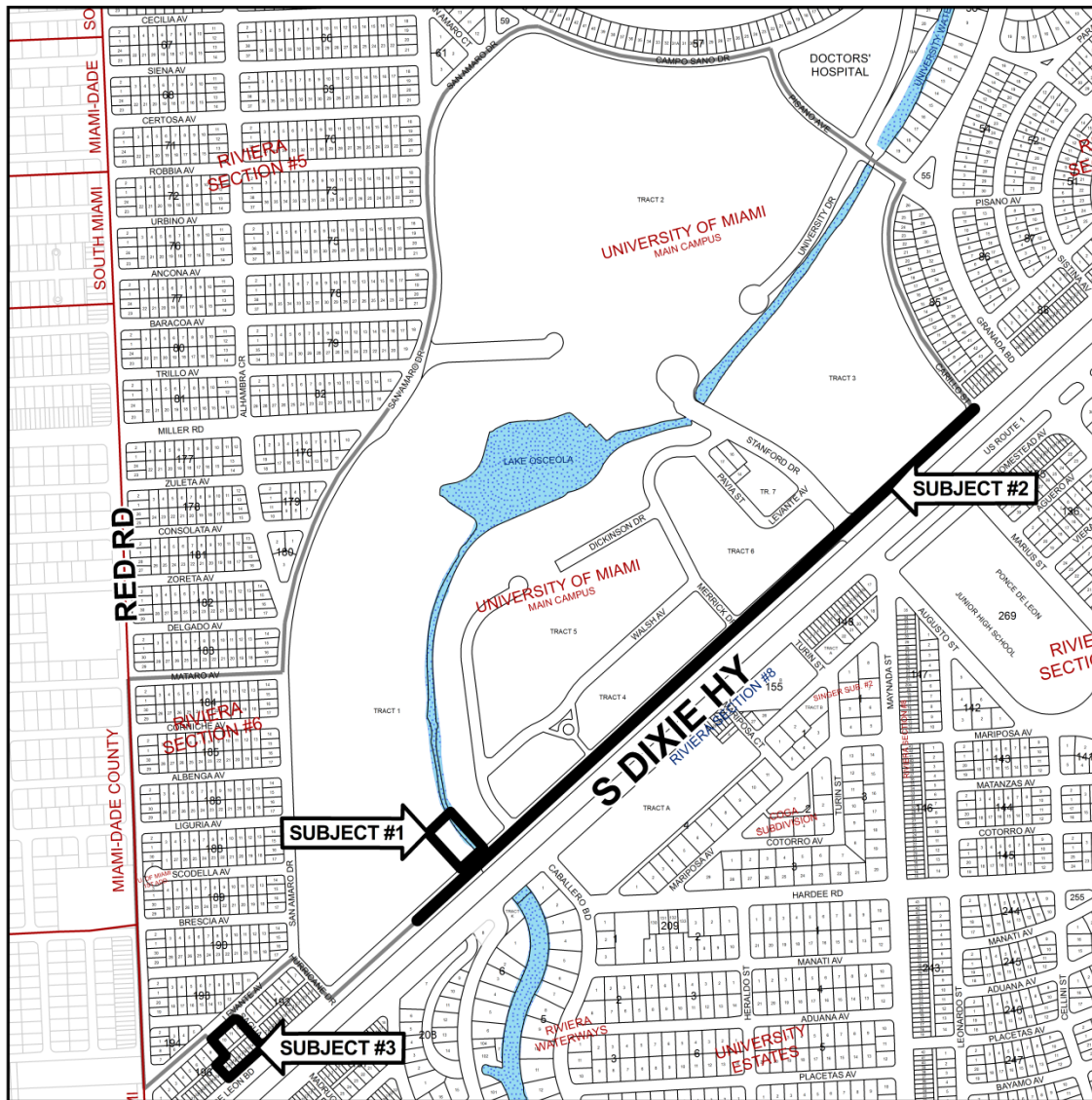
March 27, 2014

Applicant:	University of Miami
Application:	Comprehensive Plan Map Amendment, Zoning Code Text Amendment and an Amendment to the University of Miami Development Agreement
Property:	University of Miami - Coral Gables, Florida Campus and Plumer Building (5915 Ponce de Leon Boulevard), Coral Gables, Florida
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Sincerely,

City of Coral Gables, Florida