

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
Development of Regional Impact - Notice of Proposed Change
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:						
Property/project name:						
Legal description	on: Lot(s)					
Block(s)	Block(s)Section (s)					
Property owne	r(s):					
Property owne	r(s) mailing address:					
Telephone:	Business	Fax				
	Other					

City of Coral Gables Planning Division Application

Applicant(s)/a	gent(s):				
Applicant(s)/agent(s) mailing address:					
Telephone:	Business	Fax			
	Other	Email	@		

Property information

Current land use classification(s): _____

Current zoning classification(s): _____

Proposed land use classification(s) (if applicable): _____

Proposed zoning classification(s) (if applicable): _____

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 Divison 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. (See Attachment 2)
- 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.
- City of Coral Gables Annual Registration Application and Issue Application Lobbyist forms. (See Attachment 3)
 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. (See Attachment 1)

- Property survey and legal description.
- 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.
- Warranty Deed.
- Zoning Analysis (Preliminary).
- Zoning Code text amendment justification. (See Letter of Intent)
- Other:_

Application submittal requirements

- 1. Hard copies. The number of application binders to be submitted shall be determined by Staff at the preapplication meeting. The application shall include all the items identified in the preapplication meeting.
- Digital media copy. One (1) thumb-drive of the entire application including all 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.

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):			wner(s) print name:
		Jessica Br	-
			ident, Facilities
100/-10000/			ns & Planning
Property owner(s) signature(s):		Property owner(s) print name:	
Property owner(s) signature(s):		Property owner(s) print name:	
Address:			
1535 Levante Ave., Coral G	ables, FL 33146		
Telephone: 305-284-5660	Fax:		Email: jbrumley@miami.edu
	NOTARIZ	ATION	
STATE OF FLORIDA/COUNTY OF			
STATE OF FLORIDA/COUNTY OF The foregoing instrument was acknowledged before me this <u>18</u> day of <u>april</u> ²⁰¹⁹ by <u>TESSICA DRUMLEY</u>			
(Signature of Notary Public - State of Florida)			
Camelle Celle CAMILLE CILLI			
Notary Public - State of Florida			
My Comm. Expires Jun 19, 2020			
Bonded through National Notary Assn.			
(Print, Type or Stamp Commissioned Name of Notary Public)			ion Produced
Personally Known OR Produced Ic	ientification; Type of	ridentificati	



City of Coral Gables Planning Division Application

Contract Purchaser(s) Signature:		Contract Purchaser(s) Print Name:		
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				
(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: Jeff Bass Shubin & Bass				
Address 46 S.W. 1st Street, 3rd Floor Miami, Florida 33130				
Telephone: 305-381-6060	Fax: 305-381-945	7	Email: jbass@shubinbass.com	
NOTARIZATION STATE OF FLORIDA/COUNTY OF The foregoing instrument was acknowledged before me this <u>17</u> day of <u>April</u> by <u>2019</u> (Signature of Notary Public - State of Florida) EMILY E VAUGHAN MY COMMISSION # FF996103 EXPIRES May 25, 2020 (407) 388-8163 FlorideNotaryService.com				
(Print, Type or Stamp Commissioned Name of Notary Public)				



VIA HAND DELIVERY

April 17, 2019

Mr. Ramon Trias Planning & Zoning Director City of Coral Gables 427 Biltmore Way, Suite 201 Coral Gables, FL 33134 <u>rtrias@coralgables.com</u>

Re: University of Miami Proposed Amendments to Development Agreement

Dear Mr. Trias:

Enclosed please find the University of Miami ("University")'s application for a Development Agreement amendment. This amendment is being requested pursuant to Resolution 2019-82 adopted by the City Commission March 12, 2019. For ease of review, a copy of Resolution 2019-82 is attached hereto as **Exhibit A**.

Specifically, the University is requesting an amendment to Section 3, *Defined Terms* and Section 17, *Bank United Center*, of the Development Agreement between the City and the University.¹ See Ex. B at 3, 12-14; see also Exs. C & D. This amendment will allow the sale of alcoholic beverages beyond the suites and the Hurricane 100 room during athletic and academic events. The proposed amendment is further described in Exhibits C and D.

We look forward to working with you and your team and, hopefully, to your favorable recommendation to the proposed amendments.

For ease of review, a copy of the Development Agreement is attached hereto as **Exhibit B**. The University's proposed amendment is attached hereto as **Exhibit C** (strikethrough and underline format) and **Exhibit D** (clean format).

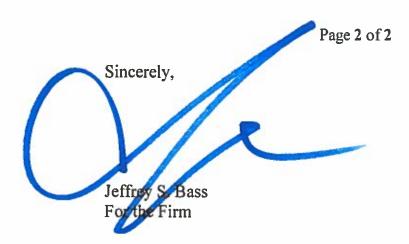




Exhibit A Resolution 2019-82

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2019-82

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

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

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

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

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

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

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

- 1. That the non-restaurant facility shall have a valid Certificate of Use and Occupational License.
- 2. The sale of alcoholic beverages and intoxicating liquors shall be only incidental to the primary function of the facility.
- 3. Permanent bars or counters with a surface area not exceeding 45 square feet shall be permitted.
- 4. Total receipts from the sale of alcoholic beverages and intoxicating liquors shall not exceed 25 percent of the total annual gross receipts of any non-restaurant facility. It shall be the responsibility of the non-restaurant facility to maintain

records open for inspection by the city to demonstrate compliance with this requirement.

5. Non-restaurant facilities holding a state retail beverage or retail liquor store license shall always be subject to inspection by the City Manager or his or her designee for the purpose of determining that such non-restaurant facilities are in compliance with the existing requirements; and

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS TWELFTH DAY OF MARCH, A.D., 2019. (Moved: Quesada / Seconded: Keon) (Yeas: Lago, Mena, Quesada, Keon, Valdes-Fauli) (Majority Vote: (5-0) Vote) (Agenda Item: G-3) APPROVED:

RAUL VALDES-FAULI MAYOR

ATTEST: BILLY Y. URQUIA CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MIRIAM SOLER RAMOS CITY ATTORNEY

Page 3 of 3 – Resolution No. 2019-82

Exhibit B Ordinance 2010-31 Development Agreement Between City and University

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

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

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

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

WHEREAS, in advance of public hearing consideration, the City's staff analysis and recommendation is are available for inspection at City of Coral Gables Planning Department and City Clerk's office and available on the City's Web page at <u>www.coralgables.com</u> 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 Statues Chapter 163 and City of Coral Gables Zoning Code Article 3, Division 19, entitled "Development Agreements", for the University of Miami, City of Coral Gables Campus, for the area bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street (legal description on file),

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

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

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

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

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

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

2010.

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

APPROVED DONALD D. SLESNICK II MAYOR APPROVED AS TO FORM AND LEGAL SUFFICIENCY: OEMA CITY CLERK ETH M. HERNANDEZ CHTY ADTORNEY

CFN 2010R0658240 DR Bk 27436 Pgs 0688 - 7221 (35pgs) RECORDED 09/28/2010 14:53:42 HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLDRIDA

CITY OF CORAL GABLES AND UNIVERSITY OF MIAMI AGREEMENT

THIS AGREEMENT is made and entered into as of this 25th day of <u>Herrice</u>, 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;



City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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. <u>Recitals</u>.

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

2. <u>Statement of Intent</u>.

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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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

4. <u>Term</u>.

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

5. <u>Annual Meeting</u>.

(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. <u>Gables Fellows Program.</u>

(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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010 (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. <u>University Performance and Concert Series</u>.

(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

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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. <u>Ponce de Leon Boulevard Beautification Improvements.</u>

(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. <u>"Meet the Docs" Health Care Program.</u>

(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").

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010 (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 offcampus 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. <u>Consulting Services</u>.

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 nonconference 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

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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. <u>Student Enrollment.</u>

(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

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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,

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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. <u>Comprehensive Plan Amendments</u>.

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

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010 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

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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;

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

- (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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

(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

a perpetual easement in favor of the City for the ii. 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. <u>Re-Conveyance of Fire Station Property.</u>

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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

(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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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";

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

- 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 The University and the City agree that the provisions of this University. 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. <u>Failure of the University to Timely Submit an Application or</u> 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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

28. <u>Conflicts and Amendment of Prior Ordinances and</u> <u>Agreements</u>

(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

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

39. <u>No General Obligation</u>.

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

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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

43. <u>Notices</u>.

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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010 (i) <u>University Monetary Obligation</u>. The University's failure to pay any amount due on the date required under this Agreement ("Event of Monetary Default").

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

(iii) <u>City Approval Obligation.</u>

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) <u>City Compliance Obligation</u>. 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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

Event of Monetary Default. If and when the City Manager (c)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 ¹/₂ 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

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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. <u>Audited Financial Statements</u>.

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. <u>Recording of Agreement and Submission to the Department of</u> <u>Community Affairs</u>.

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. <u>Annual Review</u>.

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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

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.

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

(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 <u>that</u> additional local permits will be necessary during the term of this Agreement as are normal and customary for land development, including building permits, wastewater collection system permits, roadway improvement permits, tree removal permits, water distribution permits, and surface water management permits.

{Balance of Page Intentionally Left Blank}

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

Signed, sealed and delivered in the presence of:

Witness

Print Name: Ala Krisch

UNIVERSITY OF MIAMI, a Florida nønprofit corporation By: UP OF BUSINESS & FINANCE Its:

Witness Print Name CHARLES L. SIGMON

Approved by the City Commission on 9/28/, 2010, with the adoption of Ordinance 1/0.2010-3/.

CITY OF CORAL GABLES, FLORIDA By: Its:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: City Elizabeth Hernandez, Attorney

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

leptender The, foregoing instrument was acknowledged, before me this 28 day of 2010, by SIDH NAVOLI, the Se Vice (religions the University of Miami, a Florida nonprofit corporation, who is personally known to me, or who has as identification who produced BRIMEN licence ____ did/ _____ not take an oath.

Notary Seal

ANN RY PU	YOLANDE A. DAVIS
STATE	Notary Public - State of Florida
E Ali	My Commission Expires Feb 5, 2012
13 24	Commission # DD 755654

al ANS Notary Public, State of Florida

blandi Print Name:

Date: My Commission Expires: 7

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

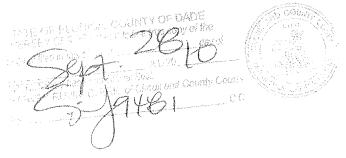
The foregoing instrument 2010, by <u>IAVICK JAPPIN</u> , th personally known to me,	t was acknowledged before me this <u>a</u> ne <u><u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u></u></u>	Gables, who is
identification who did/		as
Notary Seal	place Dais Notary Public, State of Florida	
YOLANDE A. DAVIS Notary Public - State of Florida My Commission Expires Feb 5, 2012 Commission # DD 755654	Print Name: YOLANDE A-YAV Date:	2010 5,2012-

City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

Page 34

EXHIBITS

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



City of Coral Gables and University of Miami Development Agreement Date: September 27, 2010

Exhibit C Development Agreement Amendment (Strikethrough & Underline)

The proposed amendment amends the following sections of the Development Agreement:

3. Defined Terms.

* * *

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

* * *

17. Bank United Center Convocation Center

* * *

(b) Alcoholic beverages may be sold at the **Bank United Center** <u>Convocation Center</u>

- 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.
- <u>At programs and events which are not University athletic and academic programs and events, in indoor public spaces (including the concourse, floor, and event levels, suites and the Hurricane 100 facilities as well as in temporary seating in such areas).</u>

Exhibit D Development Agreement Amendment (Clean)

The proposed amendment amends the following sections of the Development Agreement:

3. Defined Terms.

* * *

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

* * *

17. Convocation Center

* * *

(b) Alcoholic beverages may be sold at the Convocation Center in indoor public spaces (including the concourse, floor, and event levels, suites and the Hurricane 100 facilities as well in temporary seating areas).

Attachment 1 Legal Description





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

AREA I:

ALL THOSE LOTS, PIECES, PARCELS OR STRIPS OF LAND, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING GENERALLY DESCRIBED AS THE PROPERTIES OWNED IN FEE SIMPLE BY THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

LOT 1 THROUGH 12, INCLUSIVE, AND LOTS 19 THROUGH 30, INCLUSIVE, IN BLOCK 184 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 30, INCLUSIVE, IN BLOCK 185 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 6, INCLUSIVE, LOTS 10 THROUGH 12, INCLUSIVE, LOTS 19 THROUGH 21, INCLUSIVE AND LOTS 25 THROUGH 30, INCLUSIVE, IN BLOCK 186 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 6, INCLUSIVE, LOTS 25 THROUGH 27, INCLUSIVE, AND LOT 30 IN BLOCK 188 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOT 1, LOTS 4 THROUGH 12, INCLUSIVE, LOT 19, LESS THE SOUTH 70 FEET, LOT 20, LESS THE EAST 20 FEET OF THE SOUTH 70 FEET THEREOF, AND ALL OF LOTS 21 THROUGH 30, INCLUSIVE, IN BLOCK 189 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.





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

TOGETHER WITH:

LOTS 1 THROUGH 30, INCLUSIVE, IN BLOCK 190 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 20, INCLUSIVE, IN BLOCK 193 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 4 AND 5 IN BLOCK 194 OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID LOT 4 AS CONVEYED TO THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, THE SAME AS BEING MORE FULLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 16907 AT PAGE 3532 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (SAID PORTION OF LOT 4 WAS RE-CONVEYED TO THE UNIVERSITY OF MIAMI BY THAT CERTAIN SPECIAL WARRANTY DEED FROM THE CITY OF CORAL GABLES AS RECORDED IN OFFICIAL RECORDS BOOK 27590 AT PAGE 637 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.)

TOGETHER WITH:

LOTS 1, 2, 3, 6, 7 AND 8, AND A PORTION OF LOT 4, BLOCK 194, "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, AT PAGE 79, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND A PORTION OF AVENUE SAGUA, VACATED AND DISCONTINUED PURSUANT TO CORAL GABLES CITY ORDINANCE NO. 842 DATED JULY 27, 1954 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4501 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, DADE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 13 MINUTES 22

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

UNIVERSITY

SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 30, FOR 472.32 FEET TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF SAID AVENUE SAGUA: THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST FOR 30.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF S.W. 57TH AVENUE (RED ROAD); THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST FOR 133.37 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 50 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, FOR 13.55 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS EAST FOR 67.32 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 14 SECONDS WEST FOR 138.15 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF AVENUE LEVANTE, AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, AT PAGE 79; THENCE SOUTH 50 DEGREES 19 MINUTES 22 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF AVENUE LEVANTE, FOR 163.61 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY-WESTERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 21 MINUTES 48 SECONDS, FOR AN ARC DISTANCE OF 13.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 41 MINUTES 10 SECONDS WEST FOR 42.27 FEET TO A POINT OF CURVE: THENCE WESTERLY-NORTHWESTERLY-NORTHERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 32 MINUTES 12 SECONDS, FOR AN ARC DISTANCE OF 31.60 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 57TH AVENUE (RED ROAD); THENCE NORTH 00 DEGREES 13 MINUTES 22 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF S.W. 57TH AVENUE (RED ROAD), FOR 239.82 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY RE-CONVEYED TO THE UNIVERSITY OF MIAMI BY THAT CERTAIN SPECIAL WARRANTY DEED FROM THE CITY OF CORAL GABLES AS RECORDED IN OFFICIAL RECORDS BOOK 27590 AT PAGE 637 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2, THE SOUTHWESTERLY 1/2 OF LOT 3 AND LOTS 6 THROUGH 10, INCLUSIVE, IN BLOCK 192 OF "SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 1 OF "UNIVERSITY OF MIAMI MAIN CAMPUS FIRST ADDITION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 10 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

UNIVERSITY OF MIAMI

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

TOGETHER WITH:

ALL THOSE STRIPS, LOTS, PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING RIGHTS OF WAY OR ALLEYS VACATED OR ABANDONED IN FAVOR OF THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

AVENUE LEPANTO, (NOW KNOWN AS AVENUE APRICALE), AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 1272, DATED MARCH 13, 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4505 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTH: BY THE SOUTH BOUNDARY OF BLOCK 190 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SAID AVENUE LEPANTO (AVENUE APRICALE).

ON THE EAST: BY THE WESTERLY RIGHT OF WAY LINE OF AVENUE LEVANTE, AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

ON THE SOUTH: BY THE NORTH BOUNDARY OF BLOCK 193 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID AVENUE LEPANTO (AVENUE APRICALE).

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

TOGETHER WITH:

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

TOGETHER WITH:

AVENUE SAGUA, AS SHOWN AND DESCRIBED ON THE PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20 AT PAGE 79 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, THE SAME AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NUMBER 842,



MAIN CAMPUS-CORAL GABLES, FLORIDA

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

DATED JULY 27, 1954 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4501 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTH: BY THE SOUTH BOUNDARY OF BLOCK 193 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SAID AVENUE SAGUA. ON THE EAST: BY THE WESTERLY RIGHT OF WAY LINE OF AVENUE LEVANTE, AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6."

ON THE SOUTH: BY THE NORTH BOUNDARY OF BLOCK 194 AS SHOWN ON SAID PLAT OF "CORAL GABLES RIVIERA SECTION PART 6," THIS ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID AVENUE SAGUA.

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

THIS DESCRIPTION INCLUDES THAT PORTION OF AVENUE SAGUA RE-CONVEYED TO THE UNIVERSITY OF MIAMI BY THAT CERTAIN SPECIAL WARRANTY DEED FROM THE CITY OF CORAL GABLES AS RECORDED IN OFFICIAL RECORDS BOOK 27590 AT PAGE 637 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF AVENUE SCODELLA (AVENUE OVIETO) AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "UNIVERSITY OF MIAMI MAIN CAMPUS FIRST ADDITION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 10, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2794 DATED JULY 26, 1988 AND RECORDED IN OFFICIAL RECORDS BOOK 14887 AT PAGE 207, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

AREA II:

ALL THOSE LOTS, PIECES, PARCELS OR STRIPS OF LAND, SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING GENERALLY DESCRIBED AS THE PROPERTIES OWNED IN FEE SIMPLE BY THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

LOT 14, 15 AND 16 IN BLOCK 165 OF REVISED PLAT OF "CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.



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

TOGETHER WITH:

TR. 1 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. SAID TR. 1 INCLUDES THAT PORTION OF THE UNIVERSITY WATERWAY AS CONVEYED BY QUIT-CLAIM DEED FROM THE CITY OF CORAL GABLES TO THE UNIVERSITY OF MIAMI IN OFFICIAL RECORDS BOOK 27590 AT PAGE 641 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 1 AS DEDICATED TO THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA AS ADDITIONAL RIGHT OF WAY FOR SAN AMARO DRIVE, THE SAME AS MORE FULLY DESCRIBED IN THAT CERTAIN ORDINANCE NUMBER 1206, DATED DECEMBER 13, 1960 AND RECORDED IN OFFICIAL RECORDS BOOK 2464 AT PAGE 556 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 2 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 2 AS CONVEYED TO THE DR. JOHN D. MACDONALD FOUNDATION, A CORPORATION NOT FOR PROFIT, THE SAME AS MORE FULLY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7079 AT PAGE 650 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

TOGETHER WITH:

TR. 3 OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

LESS THEREFROM:

THAT PORTION OF SAID TR. 3 CONVEYED TO THE BOARD OF PUBLIC INSTRUCTION OF DADE COUNTY, FLORIDA (NOW THE MIAMI-DADE COUNTY SCHOOL BOARD) AS MORE FULLY DESCRIBED IN THAT



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

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

TOGETHER WITH:

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

LESS THEREFROM:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

LESS THEREFROM:

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

AND

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





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

TOGETHER WITH:

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

LESS THEREFROM:

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

AND

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

AND

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

UNIVERSITY OF MIAMI

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

TOGETHER WITH:

ALL THOSE STRIPS, LOTS, PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING RIGHTS OF WAY OR ALLEYS VACATED OR ABANDONED IN FAVOR OF THE UNIVERSITY OF MIAMI, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, VIZ.:

A PORTION OF GEO. E. MERRICK STREET, AS SHOWN AND DESCRIBED IN THOSE CERTAIN PLATS ENTITLED "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45 AND "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 976, DATED JUNE 26, 1956 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4503 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTHEAST: BY THE SOUTHWESTERLY RIGHT OF WAY LINE OF MILLER DRIVE, NOW KNOWN AS HENRY KING STANFORD DRIVE, AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE SOUTHEAST: BY THE NORTHWESTERLY BOUNDARY OF BLOCK 165 OF SAID PLAT OF "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," THIS ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID GEO. E. MERRICK STREET.

ON THE SOUTHWEST: BY THE NORTHEASTERLY RIGHT OF WAY LINE OF PAVIA STREET, AS SHOWN ON SAID PLAT OF "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7."

ON THE NORTHWEST: BY A SOUTHEASTERLY BOUNDARY OF TR. 1 OF SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," THIS ALSO BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID GEO. E. MERRICK STREET.

TOGETHER WITH:

THAT PORTION OF UNIVERSITY DRIVE AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2244 DATED MAY 12, 1977 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4509 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE SAME LYING SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF AVENUE PISANO, AS SHOWN AND DESCRIBED IN THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81, LESS THAT PORTION OF SAID UNIVERSITY DRIVE AS REPLATTED BY "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.





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

TOGETHER WITH:

TRACT "C" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66, OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, AS VACATED BY THE CITY OF CORAL GABLES, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO ORDINANCE NUMBER 2244 DATED MAY 12, 1977 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4509 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

UNIVERSITY OF MIAMI

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

TOGETHER WITH:

"THEO. DICKINSON DRIVE"

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

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

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

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

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

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

NOTE: THIS DESCRIPTION INCLUDES THAT PORTION OF SAID "THEO. DICKINSON DRIVE" AS VACATED BY THE CITY OF CORAL GABLES PURSUANT TO CITY ORDINANCE NUMBER 2682, ADOPTED FEBRUARY 24, 1987 AND RECORDED MARCH 30, 1987 IN OFFICIAL RECORDS BOOK 13227 AT PAGE 1306 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. THIS VACATED PORTION OF THE RIGHT OF WAY WAS INCLUDED IN THE FOREGOING LEGAL DESCRIPTION DUE TO THE POSITIONAL UNCERTAINTY OF THE LEGAL DESCRIPTION FOR SAME SET FORTH IN SAID CITY ORDINANCE.

"WM. E. WALSH AVE."

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



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

AS RECORDED IN PLAT BOOK 161 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF "THEO. DICKINSON DRIVE" AS SHOWN ON SAID PLATS OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND "UNIVERSITY OF MIAMI DAUER TRACT."

ON THE NORTH: BY THE NORTHERLY RIGHT OF WAY LINE OF SAID "WM. E. WALSH AVE." AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE EAST: BY THE WESTERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLATS OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI AND UNIVERSITY OF MIAMI DAUER TRACT."

ON THE SOUTH: BY THE SOUTHERLY RIGHT OF WAY LINE OF SAID "WM. E. WALSH AVE." AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

"GEO. E. MERRICK ST."

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

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

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

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

ON THE EAST: BY THE EASTERLY RIGHT OF WAY LINE OF SAID "GEO. E. MERRICK ST.", EXTENDING NORTHERLY AND EASTERLY FROM ITS POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF "PAVIA ST." AS SHOWN ON SAID PLAT AND NORTHERLY ALONG SAID NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF "PAVIA ST." TO ITS POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID PLAT. SAID



MAIN CAMPUS-CORAL GABLES, FLORIDA LEGAL DESCRIPTIONS AREAS I AND II AUGUST 14, 2018

(SUPERSEDES ALL PREVIOUS ISSUES)

NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF "PAVIA ST." IS THE SAME AS THE WESTERLY LINE OF A PORTION OF SAID "GEO. E. MERRICK ST." AS PREVIOUSLY VACATED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA, PURSUANT TO ORDINANCE NUMBER 976, AS PASSED AND ADOPTED ON JUNE 26, 1956 AND RECORDED IN OFFICIAL RECORDS BOOK 27887 AT PAGE 4503 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

"HENRY KING STANFORD DRIVE/PAVIA ST./AVE. LEVANTE" PARCELS ABUTTING PROPERTIES OWNED BY RELIGIOUS ENTITIES

THOSE CERTAIN PARCELS OF LAND ABUTTING THE PROPERTIES OF SEVERAL RELIGIOUS ENTITIES, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS PORTIONS OF "AVE. LEVANTE", "PAVIA ST." AND "HENRY KING STANFORD DRIVE" (AS CHANGED PER CITY OF CORAL GABLES RESOLUTION NUMBER 22882 AND REFERRED TO AS SUCH FOR THE BALANCE OF THESE LEGAL DESCRIPTIONS), FORMERLY KNOWN AS "MILLER DRIVE," THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

PARCEL I:

A PORTION OF "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 8474 AT PAGE 335 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE METHODIST PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THE SAME POINT OF CURVATURE ALSO BEING A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF

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

"AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 979.52 FEET AND A CENTRAL ANGLE OF 11°26'55" FOR 195.72 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE DEPARTING SAID CENTERLINE OF "HENRY KING STANFORD DRIVE", S38°52'35"W ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE MOST EASTERLY CORNER OF THE METHODIST PROPERTY; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE, THE SAME BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE METHODIST PROPERTY. HAVING A RADIUS OF 929.52 FEET AND A CENTRAL ANGLE OF 07°52'21" FOR 127.72 FEET TO THE POINT OF TANGENCY: THENCE N58°59'45"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE METHODIST PROPERTY FOR 23.86 FEET TO THE MOST NORTHERLY CORNER OF SAID METHODIST PROPERTY; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE METHODIST PROPERTY. N31°00'15"E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH SAID CENTERLINE OF "HENRY KING STANFORD DRIVE"; THENCE S58°59'45"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 23.86 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 979.52 FEET AND A CENTRAL ANGLE OF 07°52'21" FOR 134.58 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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

PARCEL II

A PORTION OF "PAVIA ST." ABUTTING PROPERTY OWNED BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 8474 AT PAGE 335 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE METHODIST PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF

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

"AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" FOR 265.35 FEET TO A POINT OF CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CENTERLINE OF "AVE. LEVANTE" AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 86.39 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "PAVIA ST." AS SHOWN SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND THE POINT OF TANGENCY; THENCE N39°40'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 129.50 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE N39°40'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 95.55 FEET; THENCE DEPARTING SAID CENTERLINE OF "AVE. LEVANTE", N50°19'30"E FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE" AND THE MOST WESTERLY CORNER OF THE METHODIST PROPERTY: THENCE \$39°40'30"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY LINE OF THE METHODIST PROPERTY FOR 95.55 FEET TO THE MOST SOUTHERLY CORNER OF THE METHODIST PROPERTY; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY LINE OF THE METHODIST PROPERTY, S50°19'30"W FOR 30.00 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID STRIP OF LAND WAS FURTHER CONVEYED TO THE UNIVERSITY OF MIAMI BY THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC., PURSUANT TO THAT CERTAIN CORRECTIVE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 27823 AT PAGE 4088 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL III

THOSE PORTIONS OF "AVE. LEVANTE" AND "PAVIA ST." ABUTTING PROPERTY OWNED BY THE TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION, UNIVERSITY OF MIAMI, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 1609 AT PAGE 72 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE CHRISTIAN SCIENCE PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF

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

"AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" FOR 171.01 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 94.34 FEET TO A POINT OF CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CENTERLINE OF "AVE. LEVANTE" AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 86.39 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "PAVIA ST." AS SHOWN SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND THE POINT OF TANGENCY; THENCE N39°40'30"W ALONG SAID CENTERLINE OF "PAVIA ST." FOR 129.50 FEET; THENCE DEPARTING SAID CENTERLINE OF "PAVIA ST.", N50°19'30"E FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID "PAVIA ST.", WITH SAID POINT OF INTERSECTION ALSO BEING THE MOST WESTERLY CORNER OF THE CHRISTIAN SCIENCE PROPERTY; THENCE S39°40'30"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF "PAVIA ST." AND THE SOUTHWESTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY FOR 129.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 39.27 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY, THE SAME POINT OF INTERSECTION ALSO BEING THE POINT OF TANGENCY; THENCE N50°19'30"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY FOR 94.34 FEET TO THE MOST EASTERLY CORNER OF THE CHRISTIAN SCIENCE PROPERTY; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE CHRISTIAN SCIENCE PROPERTY, S39°40'30"E FOR 30.00 FEET TO THE POINT OF BEGINNING.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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

UNIVERSITY OF MIAMI



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

PARCEL IV

THOSE PORTIONS OF "AVE. LEVANTE" AND "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE FLORIDA BAPTIST CONVENTION, INC. AS RECORDED IN DEED BOOK 3826 AT PAGE 31 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE BAPTIST PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI: THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" WITH SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE S50°19'30"W ALONG SAID CENTERLINE OF "AVE. LEVANTE" AS SHOWN ON SAID PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" FOR 171.01 FEET THENCE DEPARTING SAID CENTERLINE OF "AVE. LEVANTE", N39°40'30"W FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE", THE SAME POINT OF INTERSECTION ALSO BEING THE MOST SOUTHERLY CORNER OF THE BAPTIST PROPERTY; THENCE N50°19'30"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE BAPTIST PROPERTY FOR 94.34 FEET TO A POINT OF CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE WEST; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHEASTERLY LINE OF THE BAPTIST PROPERTY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 93°29'10" FOR 40.79 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE BAPTIST PROPERTY, THE SAME POINT OF INTERSECTION ALSO BEING A POINT OF COMPOUND CURVATURE OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE BAPTIST PROPERTY AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 929.52 FEET AND A CENTRAL ANGLE OF 07°57'45" FOR 129.18 FEET TO A POINT OF TERMINATION ALONG THE ARC OF SAID CURVE, WITH SAID POINT OF TERMINATION ALSO BEING THE MOST NORTHERLY CORNER OF THE BAPTIST PROPERTY; THENCE N38°52'35"E ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE FOR 50.00 FEET TO A POINT OF RADIAL INTERSECTION WITH THE CENTERLINE OF SAID "HENRY KING STANFORD DRIVE" AND WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 979.52 FEET AND A CENTRAL ANGLE OF 11°26'55" FOR 195.72 FEET TO THE POINT OF BEGINNING.



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

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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

PARCEL V

PORTIONS OF "AVE. LEVANTE" AND "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE DIOCESE OF SOUTHEAST FLORIDA, INC. AS RECORDED IN DEED BOOK 3815 AT PAGE 209 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE DIOCESE PROPERTY.")

COMMENCE AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE), THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE N39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD" DRIVE FOR 120.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE DEPARTING SAID CENTERLINE OF "HENRY KING STANFORD DRIVE," S50°19'30"W FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE MOST EASTERLY CORNER OF THE DIOCESE PROPERTY; THENCE N39°40'30"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE DIOCESE PROPERTY FOR 75.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE DIOCESE PROPERTY AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 39.27 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE NORTHWESTERLY LINE OF THE DIOCESE PROPERTY WITH SAID POINT OF INTERSECTION ALSO BEING THE POINT OF TANGENCY; THENCE S50°19'30"W ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE NORTHWESTERLY LINE OF THE DIOCESE PROPERTY FOR 179.55 FEET TO THE MOST WESTERLY CORNER OF THE DIOCESE PROPERTY; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE NORTHWESTERLY LINE OF THE DIOCESE PROPERTY, N39°40'30"W FOR 30.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID "AVE. LEVANTE": THENCE N50°19'30"E ALONG SAID CENTERLINE OF "AVE. LEVANTE" FOR 254.55 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID "HENRY



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

KING STANFORD DRIVE"; THENCE S39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 130.00 FEET TO THE POINT OF BEGINNING.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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

PARCEL VI

PORTIONS OF "HENRY KING STANFORD DRIVE" ABUTTING PROPERTY OWNED BY THE GREATER MIAMI HILLEL FOUNDATION, INC. AS RECORDED IN DEED BOOK 3803 AT PAGE 453 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA. (HEREINAFTER, "THE HILLEL PROPERTY.")

BEGIN AT THE POINT OF INTERSECTION OF THE CENTERLINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE). THE LOCATION OF WHICH IS MORE FULLY DESCRIBED ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI;" THENCE S50°19'30"E ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "PONCE DE LEON BLVD." (UNIVERSITY CONCOURSE) FOR 75.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AND A POINT OF CUSP OF THE ARC OF A CIRCULAR CURVE CONCAVE TO THE WEST, WITH SAID POINT OF CUSP BEARING S39°40'30"E FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE", THE NORTHEASTERLY LINE OF THE HILLEL PROPERTY AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" FOR 39.27 FEET TO THE POINT OF TANGENCY; THENCE N39°40'30"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE HILLEL PROPERTY FOR 95.00 FEET TO THE MOST NORTHERLY CORNER OF THE HILLEL PROPERTY; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" AND THE NORTHEASTERLY LINE OF THE HILLEL PROPERTY. N50°19'30"E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH SAID CENTERLINE OF "HENRY KING STANFORD DRIVE"; THENCE S39°40'30"E ALONG SAID CENTERLINE OF "HENRY KING STANFORD DRIVE" FOR 120.00 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID STRIP OF LAND WAS FURTHER CONVEYED TO THE UNIVERSITY OF



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

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

"HENRY KING STANFORD DRIVE" (REMAINDER)

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

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

ON THE WEST: BY THE WESTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" (MILLER DRIVE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS WELL AS THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

ON THE NORTH: BY THE RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" (MILLER DRIVE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS WELL AS ON THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE EAST: BY THE EASTERLY RIGHT OF WAY LINE OF SAID "HENRY KING STANFORD DRIVE" AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," AS WELL AS ON THE RECORDED PLAT OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

LESS THEREFROM:

THOSE PORTIONS OF THE PARCELS IDENTIFIED AS PARCELS I, IV, V AND VI RESPECTIVELY, THAT LIE WITHIN THE BOUNDARIES OF "HENRY KING STANFORD DRIVE" AS DESCRIBED ABOVE.

THIS BEING THE SAME STRIP OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

UNIVERSITY OF MIAMI

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

"HENRY KING STANFORD DRIVE" (AS REPLATTED)

A PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS BEING A PORTION OF "HENRY KING STANFORD DRIVE", THE SAME AS MORE FULLY DESCRIBED AS ALL OF TRACT "D" OF "SECOND AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77 AT PAGE 66 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA.

THIS BEING THE SAME PARCEL OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

"AVE. LEVANTE" AND "PAVIA ST."

THOSE STRIPS OF LAND SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA, IDENTIFIED AS "AVE. LEVANTE" AND "PAVIA ST.", THE SAME AS MORE FULLY DESCRIBED ON THE RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46 AT PAGE 81 AND THE RECORDED PLAT OF "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 45, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA, BEING BUTTED AND BOUNDED AS FOLLOWS, VIZ.:

ON THE NORTH: BY THE SOUTHERLY RIGHT OF WAY LINE OF "GEO. E. MERRICK ST." AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI." ON THE EAST AND NORTH: BY THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID "PAVIA ST." AS SHOWN ON SAID RECORDED PLATS OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI" AND "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 7," TOGETHER WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF "AVE. LEVANTE" AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF "HENRY KING STANFORD DRIVE" (MILLER DRIVE) AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MIAMI."

ON THE SOUTH: BY THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID "AVE. LEVANTE" AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."

ON THE WEST: BY THE SOUTHWESTERLY RIGHT OF WAY LINE OF "PAVIA ST." AS SHOWN ON SAID RECORDED PLAT OF "AMENDED PLAT PORTION OF MAIN CAMPUS UNIVERSITY OF MIAMI."



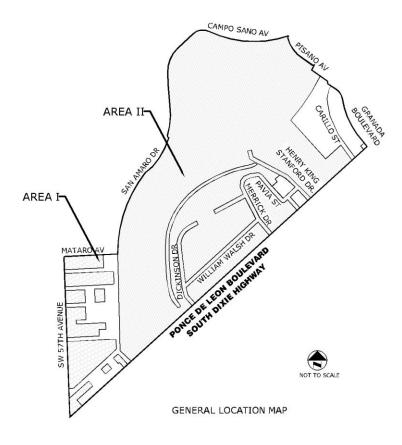
MAIN CAMPUS-CORAL GABLES, FLORIDA LEGAL DESCRIPTIONS AREAS I AND II AUGUST 14, 2018 (SUPERSEDES ALL PREVIOUS ISSUES)

LESS THEREFROM:

THOSE PORTIONS OF THE PARCELS IDENTIFIED AS PARCELS II, III, IV AND V RESPECTIVELY, THAT LIE WITHIN THE BOUNDARIES OF "PAVIA ST." AND "AVE. LEVANTE" AS DESCRIBED ABOVE.

THESE BEING THE SAME STRIPS OF LAND VACATED BY CORAL GABLES CITY ORDINANCE NUMBER 2011-03 ADOPTED BY THE CITY COMMISSION OF THE CITY OF CORAL GABLES ON JANUARY 25, 2011 AND RECORDED IN OFFICIAL RECORDS BOOK 27724 AT PAGE 2651 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID STRIPS, LOTS, PIECES OR PARCELS OF LAND AS DESCRIBED WITHIN THE ABOVE TWO (2) DESIGNATED AREAS I AND II CONTAINING 240.61 ACRES, MORE OR LESS, BY CALCULATION.



Attachment 2 Contact Information April 17, 2019

Planning Division Application

Re: Development Agreement Amendment Alcohol Sales at Watsco Center

Owner

University of Miami 1535 Levante Avenue, Suite 205 Coral Gables, Florida 33146

Contact:Janet GavarreteTitle:Associate Vice-President, Campus Planning and DevelopmentTelephone:305-284-2105Email:jgavarrete@miami.edu

Contact:Robert ValeTitle:Assistant General CounselTelephone:305-284-2700Email:rvale@miami.edu

Contact:Alicia CorralTitle:Campus PlannerTelephone:305-284-8083Email:acorral@miami.edu

Applicant

Jeffrey Bass Shubin and Bass 46 SW 1st St., 3rd Floor Miami, FL 33130 305-381-6060 jbass@shubinbass.com

Attachment 3 Lobbyist Forms







2010 JAN -2 PICITY 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(s), Deputy/Assistant City Attorney(s), 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 Of- ficial.

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

Print Your Name and Email Address:		JEFFREY S. BASS	, JBASS@SHUBINBASS.COM
		LOBBYIST	EMAIL ADDRESS
Print Your Business Name, if a	pplicable	SHUBIN & BASS PA	
Business Telephone Number:	(305)	381-6060	
Business Address	46 SW	/ 1ST STREET, #300, MIAMI, FI	L 33130-1610
	ADDRE	SS CITY, STATE	ZIP CODE
Federal ID#: 650383281			
State the extent of any l Commission.	business o	or professional relationship you have with	any current member of the City
PRINCIPAL REPRESENTED:			₹
NAME UNIVERSITY OF	MIAM	COMPANY NAME, IF APPLI	CABLE UNIVERSITY OF MIAMI
BUSINESS ADDRESS 1320 S			_{Е NO.:} <u>(</u> 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 not required to be filed if there were no expenditures.

LOBBYIST ISSUE APLICATION: 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 \$250.00 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 \$250.00 Annual Lobbyist Regis-

tration Fee.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

JEFFREY S. BASS to me well known and known to me to be the person BEFORE ME personally appeared 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.

Signature of Lobbyist

WITNESS my Hand an	nd Official Seal this 2ND DAY C	DF JANUARY 2019	- 1 - 1	
X Personally Know		N Noterry Public	Plighan	
Produced ID	MY COMMISSION # FF99	6103 State of Florida	0	
\$250.00 Fee Paid	(407) 398-8353 FloridaNotary BORCE 100	D j By	Date:	
Fee Waived for Not-for	r-Profit Organizations (documenta	ry proof attached.)	_ FL. ID#:	
For Office Use Only				
Data Entry Date:	- 20	Entera	d Bu	







2019 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(s), Deputy/Assistant City Attorney(s), 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.

JEFFREY S. BASS	, JBASS@SHUBINBASS.COM		
LOBBYIST	EMAIL ADDRESS		
SHUBIN & BASS PA			
(305) 381-6060			
46 SW 1ST STREET,	#300, MIAMI, FL 33130		
ADDRESS	CITY, STATE ZIP CODE		
OF MIAMI Hwy, Suite 1250,	Telephone Number: (305) 284-2700		
Coral Gables, FL 33146 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)			
matters related to campus dev	velopment.		
ttorney.			
	LOBBYIST SHUBIN & BASS PA (305) 381-6060 46 SW 1ST STREET, ADDRESS sented: OF MIAMI Hwy, Suite 1250, 33146 dress, if applicable, of the specific is pecific issue)		

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 (06/06/2006); Ordinance No. 2017-44 (12/05/2017); governing Lobbying JANUARY 2, 2019 Signature of Lobbyist Date		
STATE OF FLORIDA)		
) COUNTY OF MIAMI-) DADE		
BEFORE ME personally appeared <u>JEFFREY S. BASS</u> 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 AND DAY OF JANUARY 2019		
X Personally Known Produced ID EMILY E VAUGHAN MY COMMISSION # FF990103 EXPIRES May 25, 2020 (407) 398-0753 FiondeNoteryService.com		
For Office Use Only		
Data Entry Date:		

Annual Fees Waived for Not-for-Profit Organizations (documentary proof attached.)

FL ID #: _____



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(s), Deputy/Assistant City Attorney(s), 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 Of- ficial.

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

Print Your Name and Email Address:	Robert Vale	/ rvale@miami.edu
	LOBBYIST	EMAIL ADDRESS
Print Your Business Name, if applicable	University of Miami	
Business Telephone Number:305-	284-2700	
Business Address 1320 S. D ADDRES	ixie Hwy, #1250, Coral Gables, F SS CITY	TL 33146 C, STATE ZIP CODE
Federal ID#:	<u>~</u>	
State the extent of any business of Commission.	or professional relationship you ha	we with any current member of the City
PRINCIPAL REPRESENTED:		
NAME University of Miami	COMPANY NAME, IF	APPLICABLE
BUSINESS ADDRESS1320 S. Dixie Hwy	#1250, Coral Gables, FL 33146TEL	EPHONE NO.:

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. <u>A statement is not required</u> to be filed if there were no expenditures.

LOBBYIST ISSUE APLICATION: 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 \$250.00 Lobbyist Registration Fee is required.

I Robert Vale 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 \$250.00 Annual Lobbyist Regis-
tration Fee.
Signature of Lobbyist
STATE OF FLORIDA
COUNTY OF MIAMI-) DADE Q. 1.()
BEFORE ME personally appeared <u>Kobert VAR</u> 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 17th day of April 2019
Personally Known Notary Public MY COMMISSION # GO 240503
Produced ID State of Florida EXPIRES: November 20, 2022 Bonded Thru Notary Public Underwriters
\$250.00 Fee Paid Date:
Fee Waived for Not-for-Profit Organizations (documentary proof attached.) FL. ID#:
For Office Use Only
Data Entry Date: , 20 . Entered By:

Lobbyist - Annual Registration Application (Revised 01/05/18)

14



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(s), Deputy/Assistant City Attorney(s), 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 and Email Address:	Robert Vale	/ rvale@miami.edu	
	LOBBYIST	EMAIL ADDRESS	
Print Your Business Name:	University of Miami		
Business Telephone Number:	305-284-6728		
Business Address:	1320 S. Dixie Hwy., #1250, Cora		
	ADDRESS	CITY, STATE ZIP CODE	
Corporation, Partnership, or Trust Repro	esented:		
Principal Name: University of Miami			
Principal Address: <u>1320 S. Dixie Hwy</u>	v., #1250, Coral Gables, FL 33146	Telephone Number: <u>305-284-2700</u>	
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)			
Development Agreement a	mendment to allow sales of alcohol	ol at the Watsco Center	

I Joe Mee 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 Gables Ordinance No. 2006-11 (06/06/2006); Ordinance No. 2017-44 (12/05/2017); governing Lobbying. Joe	
TATE OF FLORIDA)	
COUNTY OF MIAMI-) DADE	d in-
For Office Use Only	
bata Entry Date:	-

Annual Fees Waived for Not-for-Profit Organizations (documentary proof attached.)

FL ID #:_____



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(s), Deputy/Assistant City Attorney(s), 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 Of- ficial.

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

Print Your Name and Email Addres	s: Janet Ga	LOBBYIST	/	jgavarrete@miami.edu EMAIL ADDRESS
Print Your Business Name, if applic	able: University	sity of Miami		
Business Telephone Number:	305-284-6728			
	535 Levante Ave DRESS	e., Coral Gables,	FL 33146 CITY, STATE	ZIP CODE
Federal ID#: State the extent of any busin Commission.		nal relationship	you have with any cu	Irrent member of the City
PRINCIPAL REPRESENTED: NAME _University of Miami BUSINESS ADDRESS _ 1535 Levan				E 305-284-6728

Lobbyist - Annual Registration Application (Revised 01/05/18)

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. <u>A statement is not required</u> to be filed if there were no expenditures.

LOBBYIST ISSUE APLICATION: 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 \$250.00 Lobbyist Registration Fee is required.

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 \$250.00 Annual Lobbyist Regis-

tration Fee.

Signature of Lobbvist

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME personally appeared $\underline{J_{ANET} \ G_{AVARRETE}}$ 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 t	this APRIL 18, 2019.	
Personally Known	CAMILLE CILLI Notary Public - State of Florida Notary Public	ele Celle
Produced ID	My Comm. Expires Jun 19, 2020	
\$250.00 Fee Paid	Bonded through National Notary Assn.	Date:
Fee Waived for Not-for-Profit Organiza	ations (documentary proof attached.)	FL. ID#:
	For Office Use Only	
Data Entry Date: 20	Fi	ntered By:



CITY OF CORAL GABLES LOBBYIST ISSUE APPLICATION

REGISTRATION #:

Board, Committee or City Official.

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(s), Deputy/Assistant City Attorney(s), 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

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 and Email Address:	Janet Gavarrete	/ jgavarrete@miami.edu EMAIL ADDRESS			
Print Your Business Name:	University of Miami				
Business Telephone Number:	305-284-6728				
Business Address:	1535 Levante Ave., Coral Gables, ADDRESS	FL 33146CITY, STATEZIP CODE			
Corporation, Partnership, or Trust Repre-	esented:				
Principal Name: University of Miami					
Principal Address: <u>1320 S. Dixie Hwy</u>	r., #1250, Coral Gables, FL 33146	Telephone Number: <u>305-284-2700</u>			
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)					
Development Agreement an	mendment to allow sales of alcoho	at the Watsco Center			

Lobbyist Form – Issue Application - (Revised 01/05/18)

I 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 (06/06/2006); Ordinance No. 2017-44 (12/05/2017); governing Lobbying.

Signature of Lobbyist

))

)

Date

Entered By:

STATE OF FLORIDA COUNTY OF MIAMI-DADE

BEFORE ME personally appeared \underline{JANET} $\underline{GAVARRETE}$ 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 April 18, 2019.

Personally Kno	
Produced ID	CAMILLE CILLI Notary Public - State of Florida Commission # FF 964718 My Comm. Expires Jun 19, 2020 Bonded through National Notary Assn.
	For Office Use Only

Data Entry Date: _____, 20____.

Annual Fees Waived for Not-for-Profit Organizations (documentary proof attached.)

FL ID #:



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(s), Deputy/Assistant City Attorney(s), 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 Of- ficial.

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

Print Your Name and Email Address:	Alicia Corral	/ acorral@miami.edu EMAIL ADDRESS
Print Your Business Name, if applicable: _	University of Miami	
Business Telephone Number:305-2	84-2700	
Business Address 1535 Levan ADDRESS	te Ave., Coral Gables, FL 33146 CITY, STATE	ZIP CODE
Federal ID#:State the extent of any business or Commission.	professional relationship you have with an	y current member of the City
PRINCIPAL REPRESENTED: NAME University of Miami BUSINESS ADDRESS1320 S. Dixie Hwy, 3	COMPANY NAME, IF APPLICA #1250, Coral Gables, FL 3314 TELEPHONE N	

Lobbyist - Annual Registration Application (Revised 01/05/18)

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. <u>A statement is not required</u> to be filed if there were no expenditures.

LOBBYIST ISSUE APLICATION: 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 \$250.00 Lobbyist Registration Fee is required.

Micia Corra 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 \$250.00 Annual Lobbyist Regis-

tration Fee.

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<u>Alicia Carrel</u> Signature of Lobbyist

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME personally appeared $\underline{ALICIACORRAL}$ 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 April 18, 2019.	
Personally Known	NAP CON	ele Celle
Produced ID	Commission # FF 964718 My Comm. Expires Jun 19, 2020 State of Florida	
\$250.00 Fee Paid	Bonded through National Notary Assn. Received By	Date:
Fee Waived for Not-for-P	rofit Organizations (documentary proof attached.)	FL. ID#:

	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:	Manager their Ass	(s), Deputy/A sistant or Depu	ssistant City A	ttorney(s), H or or Chief,	Heads or Dire Fire Major o	City Clerk, Assistan ectors of Departmen r Chief, Building an al or staff.	nts, and
	-		1.0	1. 0	C 1'	1	<i>.</i> .

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 and Email Address:	Alicia Corral	/ acorral@miami.edu EMAIL ADDRESS		
Print Your Business Name:	University of Miami			
Business Telephone Number:	305-284-6728			
Business Address:	1535 Levante Ave., Coral Gables, ADDRESS	FL 33146CITY, STATEZIP CODE		
Corporation, Partnership, or Trust Repre-	esented:			
Principal Name:University of Miami				
Principal Address: <u>1320 S. Dixie Hwy</u>	., #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) Development Agreement amendment to allow sales of alcohol at the Watsco Center				

I Alicia Corral hereby swear or affirm under penalty of per-Print Name of Lobbvist 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 (06/06/2006); Ordinance No. 2017-44 (12/05/2017); governing Lobbying.

<u>Alicia Correl</u> Signature of Lobbyist

))

Date

STATE OF FLORIDA COUNTY OF MIAMI-DADE

BEFORE ME personally appeared $\underline{ALiciAC_{DRRAL}}$ 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 <u>April 18, 2019</u>.

Personally Known	CAMILLE CILLI
Produced ID	Notary Public - State of Floride Notary Public Commission # FF 964718 State of Florida My Comm. Expires Jun 19, 2020
	Bonded through National Notary Assn.

		For Office Use Only
Data Entry Date:	, 20	Entered By:

Annual Fees Waived for Not-for-Profit Organizations (documentary proof attached.)

FL ID #: _____