



September 16, 2010

Eric Riel
Planning Director, City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

Re: Street Vacation
Letter of Intent

Dear Mr. Riel,

The University is requesting the vacation of six streets that are located within the boundaries of the University campus. As per the requirements of Zoning Code section 3-12, this process requires public hearings.

The subject streets are located wholly within the University campus. The vacation of these streets will improve the City's long-term fiscal condition as provided for in the Development Agreement between the City of Coral Gables and the University of Miami.

Reasons for Request

The six subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

Security

There are approximately 9,300 students at the University, and 3,000 employees, faculty, and staff. On a daily basis, 150-300 visitors also are present on campus. In addition, approximately 4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

The University currently has a guard house and guard gates at Stanford Drive, and security gates at Dickinson and Merrick Drives. Stanford Drive is the primary entrance to the University for visitors, and the guard house is staffed 24 hours a day in order to provide directions, parking information and security. The security gates at Dickinson and Merrick Drives are not manned, and are only closed



between the hours of 12:30am and 5:45am although the campus is accessible for those with proper card access during those hours at Stanford Drive.

Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of access and egress and speed limits.

Maintenance

The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus..

Design Continuity and Street Improvements

One of the identifying features of the University of Miami is its lush, well maintained and verdant campus. This natural theme extends from the face of buildings, across green quadrangles and teaching spaces, to the edge of the streets. Despite their primary functional use, the streets are an integral part of the fabric of the campus and provide the first campus experience for visitors, students and staff. The University can include design features on its campus streets such as bike paths, that are of high importance to students, but that may not be as critically necessary for the City. Streetscapes can be harmonized to blend with the University atmosphere.

Campus Improvements

University development is guided by a 20-year Master Plan that includes only preliminary footprints for actual buildings. Occasionally, permission has been asked and granted for streets to be rerouted in order to best accommodate proposed building footprints. Having the streets under University ownership will facilitate any future instances where it would be beneficial to change the routing of a street or pedestrian crossing as part of the city process for changes to the master plan and building permit process. As the campus evolves, street layouts, campus gateways and pedestrian crossings may need to be altered or enhanced to create more efficient access and egress, and this request would simplify permitting.

Thank you very much for your attention to this matter,

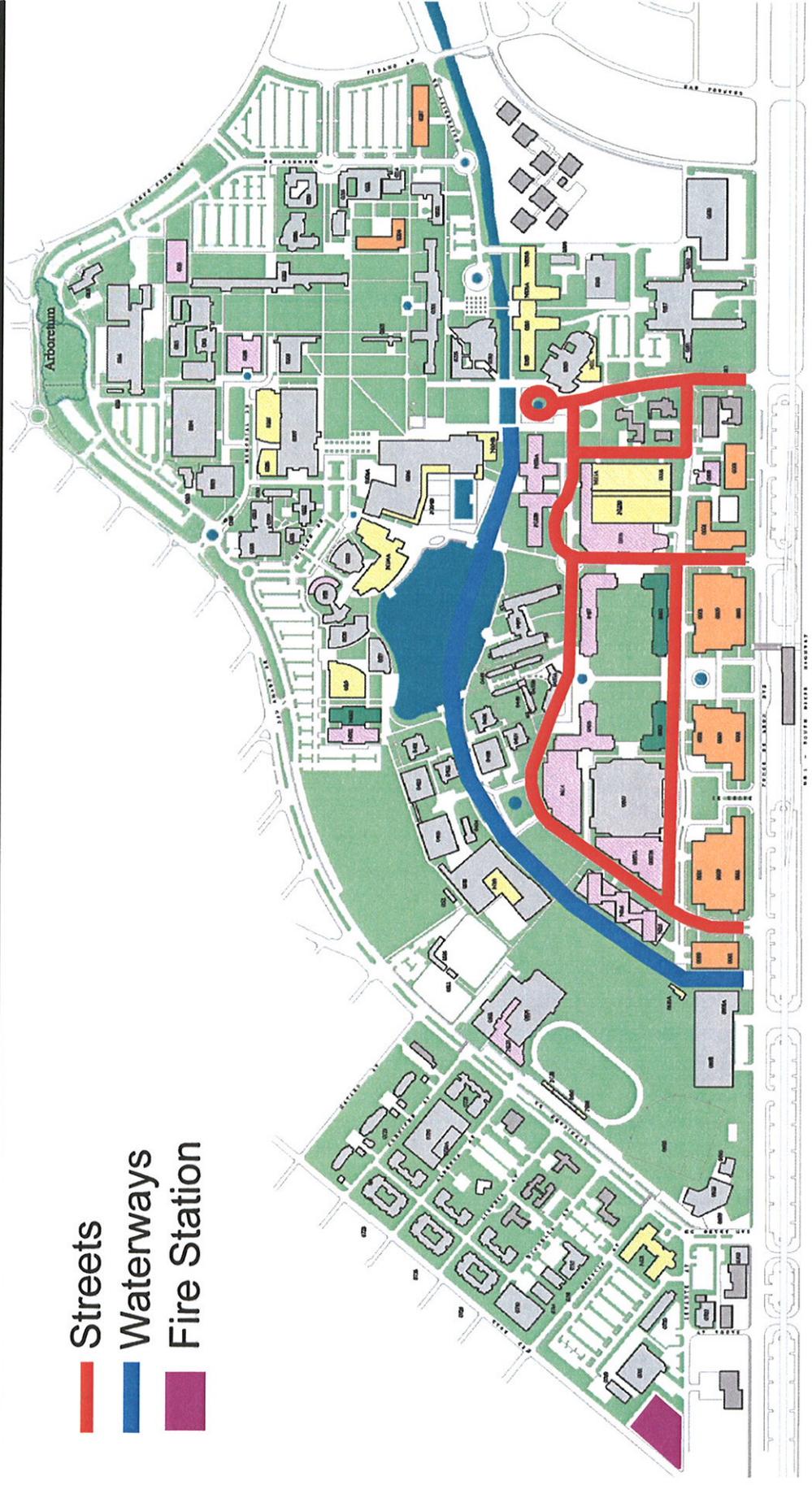
Janet Gavarrete
Associate Vice President
Campus Planning & Development

CC: Irma Abella
Maria de los Angeles Gralla
Jeff Bass
Doug Deans
Alicia Corral

6. Streets, Waterways, and Fire Station

Consolidates Campus as Single Parcel

- Streets
- Waterways
- Fire Station



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this 8th day of October, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University), and FLORIDA BAPTIST CONVENTION, INC. its successors and assigns ("FBC"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus"); and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are five public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, FBC, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Streets

The Streets to be vacated are located on the southern end of the Campus as more specifically described in Exhibit "A".

Section 3. University's Obligations

3.1 Easement. Concurrently with the recordation of a QCD, the University shall deliver a perpetual easement granting FBC ingress and egress on and over the streets vacated.

3.2 Maintenance of Streets. The University shall at all times maintain the Streets in the same or better condition as it exists as of the date of vacation. The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way.

Section 4. FBC's Obligations

4.1 Public Hearings. FBC shall not object to the vacation of the road before any City board, or commission hearings on the University's Application.

4.2 Execution of Petition. FBC shall execute the Petition to Vacate, if required by the City, within three (3) days of the University's request to execute the Petition.

4.3 Quit Claim Deed. FBC shall execute the Quit Claim Deed within three (3) days of executing this Agreement. The Quit Claim Deed shall be held in escrow with University's Escrow Agent, Norman I. Weil, Esq., Fowler White Burnett, P.A. The QCD shall be recorded upon obtaining final approval of the Petition. Concurrently with the recordation of the QCD, the University shall record a perpetual easement granting ingress and egress to the Property.

Section 5. Effective Date and Termination

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and FBC ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement if, (1) the University withdraws the Petition prior to final approval by the City, or (2) the City denies the University's Petition to vacate the streets.

Section 6. Default.

In the event that FBC fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from FBC.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

7.2 Liability. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without negligence or willful misconduct on the part of Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and FBC hereby consents to Escrow Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by

from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University: University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To FBC: Florida Baptist Convention, Inc.
1230 Hendricks Avenue
Jacksonville, Florida 32207
Phone: 904-396-2351
Fax: 904-596-4181

Copy to:

Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

9.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and FBC.

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9.4 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, and exclusive venue shall be in the courts located in Miami-Dade County Florida.

9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and FBC relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and FBC under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

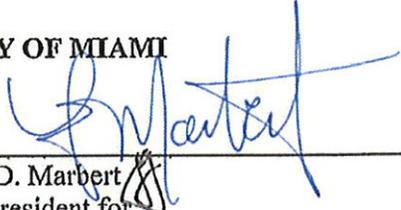
9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of Florida Baptist Convention, Inc. on this ___ day of _____, 2010.

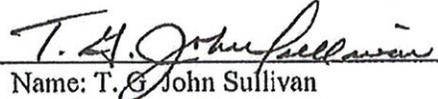
[SIGNATURES ON FOLLOWING PAGE]

UNIVERSITY OF MIAMI

By: 
Larry D. Marbert
Vice President for
Real Estate and Facilities

Date: 10/15/10

FLORIDA BAPTIST CONVENTION, INC.

By: 
Name: T. G. John Sullivan
Title: Executive Director Treasurer

Date: 10-7-2010

B. (Continued)

| Street | From | To | Length | Width |
|--|---|---|-------------------------|-------------|
| <u>Theo. Dickinson Drive</u> | <u>Ponce de Leon</u> <u>Wm. E. Walsh</u> | <u>WM. E. Walsh Avenue</u> | <u>353'</u> | <u>60'</u> |
| <u>Theo. Dickinson Drive</u> | <u>Avenue</u> <u>Theo. Dickinson</u> | <u>Geo. E. Merrick St.</u> | <u>1979'-310'=1669'</u> | <u>60'</u> |
| <u>WM. E. Walsh Avenue</u> | <u>Drive</u> | <u>Geo. E. Merrick St.</u> | <u>1542'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Ponce de Leon</u> <u>Wm. E. Walsh</u> | <u>WM. E. Walsh Avenue</u> | <u>340'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Avenue</u> <u>Theo. Dickinson</u> | <u>Theo. Dickinson Drive</u> | <u>430'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Drive</u> | <u>Pavia St.</u> <u>Henry King Stanford</u> | <u>513'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Pavia St.</u> | <u>Drive</u> | <u>88'</u> | <u>60'</u> |
| <u>Pavia St.</u> | <u>Geo. E. Merrick St.</u> | <u>Ave. Levante</u> <u>Henry King Stanford</u> | <u>497'</u> | <u>60'</u> |
| <u>Ave. Levante</u> | <u>Pavia St.</u> | <u>Drive</u> | <u>352'</u> | <u>60'</u> |
| <u>Henry King Stanford</u> <u>Drive</u> | <u>Ponce de Leon Blvd.</u> | <u>Ave. Levante</u> | <u>300'</u> | <u>100'</u> |
| <u>Henry King Stanford</u> <u>Drive</u> | <u>Ave. Levante</u> | <u>Geo. E. Merrick St.</u> | <u>530'</u> | <u>100'</u> |
| <u>Henry King Stanford</u> <u>Drive</u> | <u>Geo. E. Merrick St.</u> | | <u>310'</u> | <u>100'</u> |

Note: Street dimensions are based on centerline of intersection calculations and are rounded to the nearest foot.

- If applicant is going to dedicate property for a Substitute Street or Alley, describe the property to be dedicated for such substitution.

Additional Streets or other Rights of Way will not be dedicated as substitutes for this application. (See Letter of Intent and Part 4 following.)

- Reason for the requested abandonment, vacation and closure.

The subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

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4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

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Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of ingress and egress and speed limits.

Maintenance

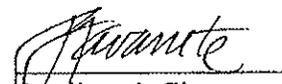
The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus.

Design Continuity and Street Improvements

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Campus Improvements

University development is guided by a 20-year Master Plan that includes only preliminary footprints for actual buildings. Occasionally, permission has been asked and granted for streets to be rerouted in order to best accommodate proposed building footprints. Having the streets under University ownership will facilitate any future instances where it would be beneficial to change the routing of a street or pedestrian crossing as part of the city process for changes to the master plan and building permit process. As the campus evolves, street layouts, campus gateways and pedestrian crossings may need to be altered or enhanced to create more efficient access and egress, and this request would simplify permitting.



Applicant's Signature
Janet Gavarrete, RLA

Associate Vice-President
University of Miami

APPLICANTS:

Greater Miami Hillel
Foundation, Inc.

Name (Print)

Signature

1100 Stanford Drive
Coral Gables, FL 33146-2002
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3803, Page 453
Deed

The Diocese of Southeast
Florida, Inc.

Name (Print)

Signature

525 NE 15 Street
Miami, FL 33132-1411
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3815, Page 201
Deed

Florida Baptist Convention,
Inc.

Name (Print) T.G. John Sullivan

T. G. John Sullivan
Signature

1230 Hendricks Avenue
Jacksonville, FL 32207-8619
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

Deed Book 3826, Page 31
Deed

Trustees for the Christian Science
Organization, University of Miami,
Inc.

Name (Print)

Signature

1115 Levante Street
Coral Gables, FL 33146-2506
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 1609, Page 72
Deed

The Board of Trustees of the Florida
Annual Conference of the United
Methodist Church, Inc.

Name (Print)

Signature

1140 East McDonald Street
Lakeland, FL 33801-5641
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 8474, Page 335
Deed

Action by:
Development & Review Committee

Date

Date

Date

City Commission:

Planning Department

Memoranda: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this ___ day of _____, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University), and TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION, UNIVERSITY OF MIAMI, INC., its successors and assigns ("Christian Science"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus)"; and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are six public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, Christian Science, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Streets

The Streets to be vacated are located on the southern end of the Campus as more specifically described in Exhibit "A".

Section 3. University's Obligations

3.1 Easement. Concurrently with the recordation of a QCD, the University shall deliver a perpetual easement granting Christian Science ingress and egress on and over the streets vacated.

3.2 Maintenance of Streets. The University shall at all times maintain the Streets in the same or better condition as it exists as of the date of vacation. The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way.

Section 4. CHRISTIAN SCIENCE's Obligations

4.1 Public Hearings. Christian Science shall not object to the vacation of the road before any City board, or commission hearings on the University's Application.

4.2 Execution of Petition. Christian Science shall execute the Petition to Vacate, if required by the City, within three (3) days of the University's request to execute the Petition.

4.3 Quit Claim Deed. Christian Science shall execute the Quit Claim Deed within three (3) days of executing this Agreement. The Quit Claim Deed shall be held in escrow with University's Escrow Agent, Norman I. Weil, Esq., Fowler White Burnett, P.A. The QCD shall be recorded upon obtaining final approval of the Petition. Concurrently with the recordation of the QCD, the University shall record a perpetual easement granting ingress and egress to the Property.

Section 5. Effective Date and Termination

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and Christian Science ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement.

Section 6. Default.

In the event that Christian Science fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from Christian Science.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

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7.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without negligence or willful misconduct on the part of Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and Christian Science hereby consents to Escrow Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by

personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University: University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To Christian Science: Trustees for the Christian Science Organization, University
of Miami, Inc.
1115 Levante Street
Coral Gables, Florida 33146
Phone: _____
Fax: _____

Copy to:

Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

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9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and Christian Science.

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9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and Christian Science relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and Christian Science under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

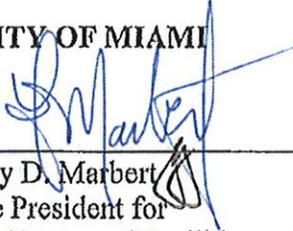
9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of Trustees for the Christian Science Organization, University of Miami, Inc. on this ____ day of _____, 2010.

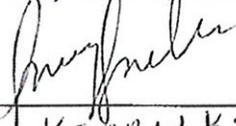
[SIGNATURES ON FOLLOWING PAGE]

UNIVERSITY OF MIAMI

By: 
Larry D. Marbert
Vice President for
Real Estate and Facilities

Date: 10/15/10

TRUSTEES FOR THE CHRISTIAN SCIENCE ORGANIZATION, UNIVERSITY OF MIAMI, INC.

By: 
Name KENNETH KEELER
Title SEC./TREAS.

Date: 10/8/10

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA

STREET AND ALLEY VACATION

DATE: August 26, 2010

APPLICATION FOR VACATION OF A STREET OR ALLEY, (PLEASE CHECK IF APPLICABLE ITEM)

 X Vacation of Streets

 Vacation of Alley

PLEASE PRINT OR TYPE:

1.

University of Miami, a Florida corporation, not-for-profit

Name of Applicant

Suite 205

1535 Levante Avenue

Street Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

CHECK APPROPRIATE BOX

Rent Own

Suite 205

1535 Levante Avenue

Mailing Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

2. A. General description of r.o.w. to be vacated (survey with legal description to be attached)

Henry King Stanford Drive (Miller Drive) from Ponce de Leon Blvd. to cul-de-sac.

Pavia St., from Geo. E. Merrick St. to Ave. Levante.

Geo. E. Merrick St., from Ponce de Leon Boulevard to Pavia St.

Theo. Dickinson Drive, from Ponce de Leon Blvd. to Geo. E. Merrick St.

Ave. Levante, from Pavia St, to Henry King Stanford Drive (Miller Drive).

Wm. E. Walsh Ave., from Theo. Dickinson Dr. to Geo. E. Merrick St.

B. Dimension of proposed vacation: Length in feet: (See following)

Width in feet: (See following)

B. (Continued)

| Street | From | To | Length | Width |
|--|---|---|-------------------------|-------------|
| <u>Theo. Dickinson Drive</u> | <u>Ponce de Leon</u> <u>Wm. E. Walsh</u> | <u>WM. E. Walsh Avenue</u> | <u>353'</u> | <u>60'</u> |
| <u>Theo. Dickinson Drive</u> | <u>Avenue</u> <u>Theo. Dickinson</u> | <u>Geo. E. Merrick St.</u> | <u>1979'-310'=1669'</u> | <u>60'</u> |
| <u>WM. E. Walsh Avenue</u> | <u>Drive</u> | <u>Geo. E. Merrick St.</u> | <u>1542'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Ponce de Leon</u> <u>Wm. E. Walsh</u> | <u>WM. E. Walsh Avenue</u> | <u>340'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Avenue</u> <u>Theo. Dickinson</u> | <u>Theo. Dickinson Drive</u> | <u>430'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Drive</u> | <u>Pavia St.</u> <u>Henry King Stanford</u> | <u>513'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Pavia St.</u> | <u>Drive</u> | <u>88'</u> | <u>60'</u> |
| <u>Pavia St.</u> | <u>Geo. E. Merrick St.</u> | <u>Ave. Levante</u> <u>Henry King Stanford</u> | <u>497'</u> | <u>60'</u> |
| <u>Ave. Levante</u> | <u>Pavia St.</u> | <u>Drive</u> | <u>352'</u> | <u>60'</u> |
| <u>Henry King Stanford</u> <u>Drive</u> | <u>Ponce de Leon Blvd.</u> | <u>Ave. Levante</u> | <u>300'</u> | <u>100'</u> |
| <u>Henry King Stanford</u> <u>Drive</u> | <u>Ave. Levante</u> | <u>Geo. E. Merrick St.</u> | <u>530'</u> | <u>100'</u> |
| <u>Henry King Stanford</u> <u>Drive</u> | <u>Geo. E. Merrick St.</u> | | <u>310'</u> | <u>100'</u> |

Note: Street dimensions are based on centerline of intersection calculations and are rounded to the nearest foot.

- If applicant is going to dedicate property for a Substitute Street or Alley, describe the property to be dedicated for such substitution.

Additional Streets or other Rights of Way will not be dedicated as substitutes for this application. (See Letter of Intent and Part 4 following.)

- Reason for the requested abandonment, vacation and closure.

The subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

Security

There are approximately 9,300 students at the University, and 3,000 employees, faculty, and staff. On a daily basis, 150-300 visitors also are present on campus. In addition, approximately

4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

The University currently has a guard house and guard gates at Stanford Drive, and security gates at Dickinson and Merrick Drives. Stanford Drive is the primary entrance to the University for visitors, and the guard house is staffed 24 hours a day in order to provide directions, parking information and security. The security gates at Dickinson and Merrick Drives are not manned, and are only closed between the hours of 12:30am and 5:45am although the campus is accessible for those with proper card access during those hours at Stanford Drive.

Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of ingress and egress and speed limits.

Maintenance

The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus.

Design Continuity and Street Improvements

One of the identifying features of the University of Miami is its lush, well maintained and verdant campus. This natural theme extends from the face of buildings, across green quadrangles and teaching spaces, to the edge of the streets. Despite their primary functional use, the streets are an integral part of the fabric of the campus and provide the first campus experience for visitors, students and staff. The University can include design features on its campus streets such as bike paths, that are of high importance to students, but that may not be as critically necessary for the City. Streetscapes can be harmonized to blend with the University atmosphere.

Campus Improvements

University development is guided by a 20-year Master Plan that includes only preliminary footprints for actual buildings. Occasionally, permission has been asked and granted for streets to be rerouted in order to best accommodate proposed building footprints. Having the streets under University ownership will facilitate any future instances where it would be beneficial to change the routing of a street or pedestrian crossing as part of the city process for changes to the master plan and building permit process. As the campus evolves, street layouts, campus gateways and pedestrian crossings may need to be altered or enhanced to create more efficient access and egress, and this request would simplify permitting.


Applicant's Signature
Janet Gavarrete, RLA
Associate Vice-President
University of Miami

APPLICANTS:

Greater Miami Hillel
Foundation, Inc.
Name (Print)

Signature

1100 Stanford Drive
Coral Gables, FL 33146-2002
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3803, Page 453
Deed

The Diocese of Southeast
Florida, Inc.
Name (Print)

Signature

525 NE 15 Street
Miami, FL 33132-1411
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3815, Page 201
Deed

Florida Baptist Convention,
Inc.
Name (Print)

Signature

1230 Hendricks Avenue
Jacksonville, FL 32207-8619
Mailing Address

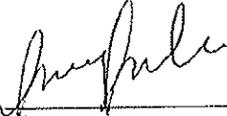
OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

Deed Book 3826, Page 31
Deed

Trustees for the Christian Science
Organization, University of Miami,
Inc.

Name (Print) *KERRY KEELER*
SECRETREAS.



Signature

1115 Levante Street
Coral Gables, FL 33146-2506
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 1609, Page 72
Deed

The Board of Trustees of the Florida
Annual Conference of the United
Methodist Church, Inc.

Name (Print)

Signature

1140 East McDonald Street
Lakeland, FL 33801-5641
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 8474, Page 335
Deed

Action by:
Development & Review Committee

Date

Date

Date

City Commission:

Planning Department

Memoranda: _____

**THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
STREET AND ALLEY VACATION GUIDELINES**

Please read carefully and comply with all instructions which apply to your request in order to avoid an incomplete application and resultant delay.

LIMITATION AUTHORITY

The Development Review Committee is charged with the responsibility of making an investigation, holding hearings, and submitting recommendation to the City Manager on requests for street and alley vacations. The hearing determination of vacating a street and alley is vested with the City Commission.

PRELIMINARY REVIEW

It is advisable to discuss the application with the staff of the Engineering Division in order to avoid filing a completely future or incomplete application.

INCOMPLETE APPLICATION

All required exhibits and supplementary data must be submitted at the same time as the application is filed, or the application will be determined to be incomplete. Incomplete applications will not be accepted and will be returned to the applicant.

FILING AND HEARING FEES

At the time of filing the application, the applicant shall pay a filing fee of \$1,500 (Ordinance 0-2004-34, Section 5) to pay the cost of processing the application.

EXHIBITS AND DATA

A. GENERAL: All exhibits and data submitted in connection with the application becomes a part of the public records of the City of Coral Gables.

B. LETTER OF INTENT: All applicants must be accompanied by a letter of intent. Please describe in detail in the letter of intent the proposed use of the vacated property, also explain to what extent the request would serve the public benefit which would warrant the granting of the request. The letter of intent shall also contain a statement that all costs relative to the relocation of any and all utilities, pavements, sidewalks, curbing and removal of same where discontinued shall be borne by the applicant.

C. CERTIFIED SURVEY: All applications must be accompanied by a certified survey prepared by a registered land surveyor showing the dimensions of any locations of the street and alley to be vacated. The survey shall also show the following, located within the proposed vacation:

1. Location of power poles.
2. Location of telephone poles.
3. Location of underground telephone, power lines.
4. Location and size of water lines.
5. Location and size of gas lines.
6. Location of sanitary sewer lines.
7. Location and size of stormwater lines.
8. Location and size of soakage pits.
9. Location of all manholes.

D. **WAIVER OF OBJECTION:** Attach letter from the following utility companies stating whether or not they have objections to the vacation of the street and/or alley.

1. Miami-Dade Water & Sewer Department (Mr. Ballesteros 305-669-7650)
2. Florida Power & Light Company (Mr. Victor Muñoz 305-552-4056)
3. Bell South (Mr. Richard Johnson 305 663-8222)
4. City Gas Company of Florida (Mrs. Ana Del Pino 305-835-3612)
5. Comcast (Mr. Leonard Maxwell 954-538-9394)
6. A T & T (Mr. Wess Parsons 786-295-9528)
7. XO Communication and all other Telecommunication Companies.
8. City of Coral Gables Utilities Div. (Mr. Bill Rothman 305-460-5005)

Contact 305-460-5026 for contact persons and mailing addresses.

PLEASE NOTE:

1. No hearing will be scheduled or heard on an incomplete or inaccurate application.
2. Application forms are available at the City of Coral Gables, Engineering Division, 2800 S.W 72 Avenue , Miami, Florida (Telephone # 305-460-5026).
3. Checks for application fee shall be payable to the CITY OF CORAL GABLES.
4. It is advisable to discuss your application with the staff of the Engineering Division in order to avoid a completely futile or incomplete application.

THIS APPLICATION, WITH ALL REQUIRED SUPPLEMENTAL DATA AND INFORMATION, MUST BE COMPLETED IN CONFORMITY WITH THE ATTACHED INSTRUCTIONS AND THEN RETURNED TO THE SECRETARY OF THE STREET AND ALLEY VACATION COMMITTEE WITH THE APPROPRIATE APPLICATION FEE.

I HAVE READ AND UNDERSTAND THE FOREGOING INSTRUCTIONS.

DATE

10/15/2010

University of Miami
By: Janet Gavarete, AVP
APPLICANT (PRINT OR TYPE)

APPLICANT'S SIGNATURE





The Diocese Of Southeast Florida

September 30, 2010

The Rev. Frank Corbishley
Chapel of the Venerable Bede
1150 Stanford Drive
Coral Gables, Fl 33146

Dear Fr. Corbishley:

This is to confirm that the Executive Committee of the Property and Loan Committee, at its September 29, 2010 conference call meeting approved the following:

Approval of the following documents to be signed by Bishop Frade regarding the negotiations with the University of Miami and the City of Coral Gables concerning the 20 year Master Plan of the Coral Gables main campus of the University of Miami:

1. Memorandum of Understanding
2. Street and Alley Vacation

Sincerely,

Mary Cobiella
Secretary, Property and Loan Committee

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this ___ day of _____, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University), and DIOCESE OF SOUTHEAST FLORIDA, INC., its successors and assigns ("Diocese"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus"); and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are five public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, Diocese, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Streets

The Streets to be vacated are located on the southern end of the Campus as more specifically described in Exhibit "A".

Section 3. University's Obligations

3.1 Easement. Concurrently with the recordation of a QCD, the University shall deliver a perpetual easement granting Diocese ingress and egress on and over the streets vacated.

3.2 Maintenance of Streets. The University shall at all times maintain the Streets in the same or better condition as it exists as of the date of vacation. The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way.

3.3 Visibility of the Chapel. The University shall consult with the Diocese regarding any proposed landscaping in the area fronting the Episcopal Church Center property alongside Stanford Drive and Levante Avenue. The proposed landscape plan shall be reviewed and approved by the incumbent chaplain within fifteen days of submittal.

Section 4. Diocese's Obligations

4.1 Public Hearings. Diocese shall not object to the vacation of the road before any City board, or commission hearings on the University's Application.

4.2 Execution of Petition. Diocese shall execute the Petition to Vacate, if required by the City, within three (3) days of the University's request to execute the Petition.

4.3 Quit Claim Deed. Diocese shall execute the Quit Claim Deed within three (3) days of executing this Agreement. The Quit Claim Deed shall be held in escrow with University's Escrow Agent, Norman I. Weil, Esq., Fowler White Burnett, P.A. The QCD shall be recorded upon obtaining final approval of the Petition. Concurrently with the recordation of the QCD, the University shall record a perpetual easement granting ingress and egress to the Property.

Section 5. Effective Date and Termination.

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and Diocese ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement.

Section 6. Default.

In the event that Diocese fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from Diocese.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

7.2 Liability. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without negligence or willful misconduct on the part of Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and Diocese hereby consents to Escrow

Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University: University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To Diocese: Diocese of Southeast Florida, Inc.
525 Northeast 15th Street
Miami, Florida 33132
Phone: _____
Fax: _____

Copy to:

Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

9.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and Diocese.

9.4 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, and exclusive venue shall be in the courts located in Miami-Dade County Florida.

9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and Diocese relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and Diocese under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

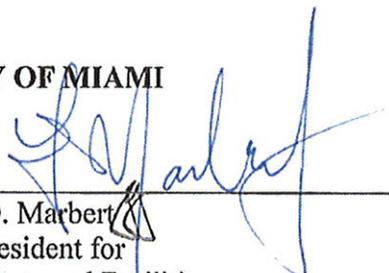
9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of Diocese of Southeast Florida, Inc. on this ___ day of _____, 2010.

[SIGNATURES ON FOLLOWING PAGE]

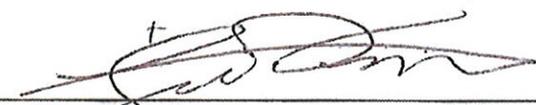
UNIVERSITY OF MIAMI

By: 

Larry D. Marbert
Vice President for
Real Estate and Facilities

Date: 10/15/10

DIOCESE OF SOUTHEAST FLORIDA, INC.

By: 

Name The Rt. Rev. Leo Frade
Title Bishop

Date: September 30, 2010

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA

STREET AND ALLEY VACATION

DATE: August 26, 2010

APPLICATION FOR VACATION OF A STREET OR ALLEY, (PLEASE CHECK IF APPLICABLE ITEM)

 X Vacation of Streets

 Vacation of Alley

PLEASE PRINT OR TYPE:

1.

University of Miami, a Florida corporation, not-for-profit
Name of Applicant

Suite 205

153 S Levante Avenue

Street Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

CHECK APPROPRIATE BOX

Rent Own

Suite 205

1535 Levante Avenue

Mailing Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

2. A. General description of r.o.w. to be vacated (survey with legal description to be attached)

Henry King Stanford Drive (Miller Drive) from Ponce de Leon Blvd. to cul-de-sac.

Pavia St., from Geo. E. Merrick St. to Ave. Levante.

Geo. E. Merrick St., from Ponce de Leon Boulevard to Pavia St.

Theo. Dickinson Drive, from Ponce de Leon Blvd. to Geo. E. Merrick St.

Ave. Levante, from Pavia St. to Henry King Stanford Drive (Miller Drive).

Wm. E. Walsh Ave., from Theo. Dickinson Dr. to Geo. E. Merrick St.

B. Dimension of proposed vacation: Length in feet: (See following)
Width in feet: (See following)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this ___ day of _____, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University), and GREATER MIAMI HILLEL FOUNDATION, INC., its successors and assigns ("Hillel"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus"); and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are six public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, Hillel, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

Section 2. Streets

The Streets to be vacated are located on the southern end of the Campus as more specifically described in Exhibit "A".

Section 3. University's Obligations

3.1 Easement. Concurrently with the recordation of a QCD, the University shall deliver a perpetual easement granting Hillel ingress and egress on and over the streets vacated.

3.2 Maintenance of Streets. The University shall at all times maintain the Streets in the same or better condition as it exists as of the date of vacation. The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way.

Section 4. Hillel's Obligations

4.1 Public Hearings. Hillel shall not object to the vacation of the road before any City board, or commission hearings on the University's Application.

4.2 Execution of Petition. Hillel shall execute the Petition to Vacate, if required by the City, within three (3) days of the University's request to execute the Petition.

4.3 Quit Claim Deed. Hillel shall execute the Quit Claim Deed within three (3) days of executing this Agreement. The Quit Claim Deed shall be held in escrow with University's Escrow Agent, Norman I. Weil, Esq., Fowler White Burnett, P.A. The QCD shall be recorded upon obtaining final approval of the Petition. Concurrently with the recordation of the QCD, the University shall record a perpetual easement granting ingress and egress to the Property.

Section 5. Effective Date and Termination

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and Hillel ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement.

Section 6. Default.

In the event that Hillel fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from Hillel.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

7.2 Liability. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without negligence or willful misconduct on the part of Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and Hillel hereby consents to Escrow Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing

from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University: University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To Hillel: Hillel Advisory Council, Inc.
1100 Stanford Drive
Coral Gables, Florida 33146
Phone: _____
Fax: _____

Copy to:

Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

9.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and Hillel.

9.4 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, and exclusive venue shall be in the courts located in Miami-Dade County Florida.

9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and Hillel relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and Hillel under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

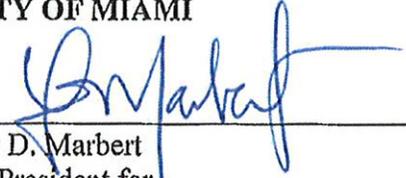
9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of Greater Miami Hillel Foundation, Inc. on this ___ day of _____, 2010.

[SIGNATURES ON FOLLOWING PAGE]

UNIVERSITY OF MIAMI

By: _____

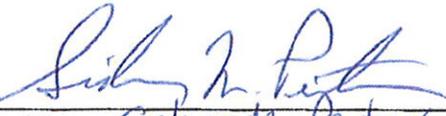

Larry D. Marbert
Vice President for
Real Estate and Facilities

Date: _____

10/15/10

GREATER MIAMI HILLEL FOUNDATION,
INC.

By: _____


Name Sidney M. Feynman
Title Chair of the Board

Date: _____

10/6/10

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA

STREET AND ALLEY VACATION

DATE: August 26, 2010

APPLICATION FOR VACATION OF A STREET OR ALLEY, (PLEASE CHECK IF APPLICABLE ITEM)

 X Vacation of Streets

 Vacation of Alley

PLEASE PRINT OR TYPE:

1.

University of Miami, a Florida corporation, not-for-profit

Name of Applicant

Suite 205

1535 Levante Avenue

Street Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

CHECK APPROPRIATE BOX

Rent

Own

Suite 205

1535 Levante Avenue

Mailing Address

Coral Gables, FL

33146-2416

City, State, Zip

305.284.6728

Telephone Number

2. A. General description of r.o.w. to be vacated (survey with legal description to be attached)

Henry King Stanford Drive (Miller Drive) from Ponce de Leon Blvd. to cul-de-sac.

Pavia St., from Geo. E. Merrick St. to Ave. Levante.

Geo. E. Merrick St., from Ponce de Leon Boulevard to Pavia St.

Theo. Dickinson Drive, from Ponce de Leon Blvd. to Geo. E. Merrick St.

Ave. Levante, from Pavia St. to Henry King Stanford Drive (Miller Drive).

Wm. E. Walsh Ave., from Theo. Dickinson Dr. to Geo. E. Merrick St.

B. Dimension of proposed vacation: Length in feet: (See following)

Width in feet: (See following)

B. (Continued)

| Street | From | To | Length | Width |
|--|---|---|-------------------------|-------------|
| <u>Theo. Dickinson Drive</u> | <u>Ponce de Leon</u> <u>Wm. E. Walsh</u> | <u>WM. E. Walsh Avenue</u> | <u>353'</u> | <u>60'</u> |
| <u>Theo. Dickinson Drive</u> | <u>Avenue</u> <u>Theo. Dickinson</u> | <u>Geo. E. Merrick St.</u> | <u>1979'-310'=1669'</u> | <u>60'</u> |
| <u>WM. E. Walsh Avenue</u> | <u>Drive</u> | <u>Geo. E. Merrick St.</u> | <u>1542'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Ponce de Leon</u> <u>Wm. E. Walsh</u> | <u>WM. E. Walsh Avenue</u> | <u>340'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Avenue</u> <u>Theo. Dickinson</u> | <u>Theo. Dickinson Drive</u> | <u>430'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Drive</u> | <u>Pavia St.</u> <u>Henry King Stanford</u> | <u>513'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Pavia St.</u> | <u>Drive</u> | <u>88'</u> | <u>60'</u> |
| <u>Pavia St.</u> | <u>Geo. E. Merrick St.</u> | <u>Ave. Levante</u> <u>Henry King Stanford</u> | <u>497'</u> | <u>60'</u> |
| <u>Ave. Levante</u> | <u>Pavia St.</u> | <u>Drive</u> | <u>352'</u> | <u>60'</u> |
| <u>Henry King Stanford</u> <u>Drive</u> | <u>Ponce de Leon Blvd.</u> | <u>Ave. Levante</u> | <u>300'</u> | <u>100'</u> |
| <u>Henry King Stanford</u> <u>Drive</u> | <u>Ave. Levante</u> | <u>Geo. E. Merrick St.</u> | <u>530'</u> | <u>100'</u> |
| <u>Henry King Stanford</u> <u>Drive</u> | <u>Geo. E. Merrick St.</u> | | <u>310'</u> | <u>100'</u> |

Note: Street dimensions are based on centerline of intersection calculations and are rounded to the nearest foot.

- If applicant is going to dedicate property for a Substitute Street or Alley, describe the property to be dedicated for such substitution.

Additional Streets or other Rights of Way will not be dedicated as substitutes for this application. (See Letter of Intent and Part 4 following.)

- Reason for the requested abandonment, vacation and closure.

The subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

Security

There are approximately 9,300 students at the University, and 3,000 employees, faculty, and staff. On a daily basis, 150-300 visitors also are present on campus. In addition, approximately

4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

The University currently has a guard house and guard gates at Stanford Drive, and security gates at Dickinson and Merrick Drives. Stanford Drive is the primary entrance to the University for visitors, and the guard house is staffed 24 hours a day in order to provide directions, parking information and security. The security gates at Dickinson and Merrick Drives are not manned, and are only closed between the hours of 12:30am and 5:45am although the campus is accessible for those with proper card access during those hours at Stanford Drive.

Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of ingress and egress and speed limits.

Maintenance

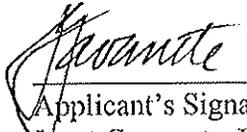
The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus.

Design Continuity and Street Improvements

One of the identifying features of the University of Miami is its lush, well maintained and verdant campus. This natural theme extends from the face of buildings, across green quadrangles and teaching spaces, to the edge of the streets. Despite their primary functional use, the streets are an integral part of the fabric of the campus and provide the first campus experience for visitors, students and staff. The University can include design features on its campus streets such as bike paths, that are of high importance to students, but that may not be as critically necessary for the City. Streetscapes can be harmonized to blend with the University atmosphere.

Campus Improvements

University development is guided by a 20-year Master Plan that includes only preliminary footprints for actual buildings. Occasionally, permission has been asked and granted for streets to be rerouted in order to best accommodate proposed building footprints. Having the streets under University ownership will facilitate any future instances where it would be beneficial to change the routing of a street or pedestrian crossing as part of the city process for changes to the master plan and building permit process. As the campus evolves, street layouts, campus gateways and pedestrian crossings may need to be altered or enhanced to create more efficient access and egress, and this request would simplify permitting.


Applicant's Signature
Janet Gavarrete, RLA
Associate Vice-President
University of Miami

APPLICANTS:

Greater Miami Hillel
Foundation, Inc.

Name (Print)

Sidex Perthy



Signature

1100 Stanford Drive
Coral Gables, FL 33146-2002
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3803, Page 453
Deed

The Diocese of Southeast
Florida, Inc.

Name (Print)

Signature

525 NE 15 Street
Miami, FL 33132-1411
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3815, Page 201
Deed

Florida Baptist Convention,
Inc.

Name (Print)

Signature

1230 Hendricks Avenue
Jacksonville, FL 32207-8619
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

Deed Book 3826, Page 31
Deed

Trustees for the Christian Science
Organization, University of Miami,
Inc.

Name (Print)

Signature

1115 Levante Street
Coral Gables, FL 33146-2506
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 1609, Page 72
Deed

The Board of Trustees of the Florida
Annual Conference of the United
Methodist Church, Inc.

Name (Print)

Signature

1140 East McDonald Street
Lakeland, FL 33801-5641
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 8474, Page 335
Deed

Action by:
Development & Review Committee

Date

Date

Date

City Commission:

Planning Department

Memoranda: _____

**THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
STREET AND ALLEY VACATION GUIDELINES**

Please read carefully and comply with all instructions which apply to your request in order to avoid an incomplete application and resultant delay.

LIMITATION AUTHORITY

The Development Review Committee is charged with the responsibility of making an investigation, holding hearings, and submitting recommendation to the City Manager on requests for street and alley vacations. The hearing determination of vacating a street and alley is vested with the City Commission.

PRELIMINARY REVIEW

It is advisable to discuss the application with the staff of the Engineering Division in order to avoid filing is completely future or incomplete application.

INCOMPLETE APPLICATION

All required exhibits and supplementary data must be submitted at the same time as the application is filed, or the application will be determined to be incomplete. Incomplete applications will not be accepted and will be returned to the applicant.

FILING AND HEARING FEES

At the time of filing the application, the applicant shall pay a filing fee of \$1,500 (Ordinance 0-2004-34, Section 5) to pay the cost of processing the application.

EXHIBITS AND DATA

A. GENERAL: All exhibits and data submitted in connection with the application becomes a part of the public records of the City of Coral Gables.

B. LETTER OF INTENT: All applicants must be accompanied by a letter of intent. Please describe in detail in the letter of intent the proposed use of the vacated property, also explain to what extent the request would serve the public benefit which would warrant the granting of the request. The letter of intent shall also contain a statement that all costs relative to the relocation of any and all utilities, pavements, sidewalks, curbing and removal of same where discontinued shall be borne by the applicant.

C. CERTIFIED SURVEY: All applications must be accompanied by a certified survey prepared by a registered land surveyor showing the dimensions of any locations of the street and alley to be vacated. The survey shall also show the following, located within the proposed vacation:

1. Location of power poles.
2. Location of telephone poles.
3. Location of underground telephone, power lines.
4. Location and size of water lines.
5. Location and size of gas lines.
6. Location of sanitary sewer lines.
7. Location and size of stormwater lines.
8. Location and size of soakage pits.
9. Location of all manholes.

D. **WAIVER OF OBJECTION:** Attach letter from the following utility companies stating whether or not they have objections to the vacation of the street and/or alley.

1. Miami-Dade Water & Sewer Department (Mr. Ballesteros 305-669-7650)
2. Florida Power & Light Company (Mr. Victor Muñoz 305-552-4056)
3. Bell South (Mr. Richard Johnson 305 663-8222)
4. City Gas Company of Florida (Mrs. Ana Del Pino 305-835-3612)
5. Comcast (Mr. Leonard Maxwell 954-538-9394)
6. A T & T (Mr. Wess Parsons 786-295-9528)
7. XO Communication and all other Telecommunication Companies.
8. City of Coral Gables Utilities Div. (Mr. Bill Rothman 305-460-5005)

Contact 305-460-5026 for contact persons and mailing addresses.

PLEASE NOTE:

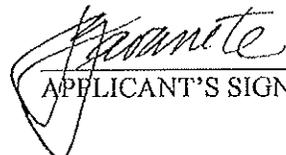
1. No hearing will be scheduled or heard on an incomplete or inaccurate application.
2. Application forms are available at the City of Coral Gables, Engineering Division, 2800 S.W 72 Avenue , Miami, Florida (Telephone # 305-460-5026).
3. Checks for application fee shall be payable to the CITY OF CORAL GABLES.
4. It is advisable to discuss your application with the staff of the Engineering Division in order to avoid a completely futile or incomplete application.

THIS APPLICATION, WITH ALL REQUIRED SUPPLEMENTAL DATA AND INFORMATION, MUST BE COMPLETED IN CONFORMITY WITH THE ATTACHED INSTRUCTIONS AND THEN RETURNED TO THE SECRETARY OF THE STREET AND ALLEY VACATION COMMITTEE WITH THE APPROPRIATE APPLICATION FEE.

I HAVE READ AND UNDERSTAND THE FOREGOING INSTRUCTIONS.

10-15-2010
DATE

University of Miami
By: Janet Gavarrete, AVP
APPLICANT (PRINT OR TYPE)


APPLICANT'S SIGNATURE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement"), is made and entered into this 15 day of October, 2010, by and between THE UNIVERSITY OF MIAMI, its successors and legal representatives, ("University), and THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC., its successors and assigns ("United Methodist"), hereinafter collectively referred to as the "Parties."

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the University and the City of Coral Gables ("City") have entered into a twenty year Development Agreement that establishes the standard of future development and redevelopment of the University's Coral Gables Campus "(Campus)"; and

WHEREAS, the Development Agreement creates obligations on both the City and the University, in addition to collaborative programs that promote the virtues of the City and the University as a premier university in a premier City; and

WHEREAS, the University has ownership of all right-of-ways contained within the Campus; and

WHEREAS, the University is desirous of consolidating ownership of all streets contained within the Campus for ease of maintenance and security purposes; and

WHEREAS, there are five public right-of-ways ("Streets") located on the southern end of the Campus, south of Lake Osceola that the University is requesting to close and vacate the Streets and convert to a private University street; and

WHEREAS, upon the vacation of the Streets, fee title to the center of the street reverts to the abutting property owners; and

WHEREAS, United Methodist, as an abutting property owner to the Streets, will receive fee title to the street; and

WHEREAS, the University is requesting that the abutting property owners quit claim deed ("QCD") their interest in the Streets to the University and the University, in return, will grant you a perpetual easement to access the respective properties; and

WHEREAS, the University shall maintain the road, sidewalk and swale, install and maintain any and all landscaping abutting the road and provide security.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

DM

Section 5. Effective Date and Termination.

5.1 Effective Date. This Agreement shall become effective upon execution by both the University and United Methodist ("Effective Date"), and shall remain in full force and effect until (1) the recordation of the QCD and easement agreement as provided herein, or (2) failure to vacate the streets within one year from the Effective Date.

5.2. Termination. This Agreement may be terminated by the University prior to the recordation of the QCD and easement agreement.

Section 6. Default.

In the event that United Methodist fails to issue a QCD to University as provided in this Agreement, University shall have the right to seek specific performance from United Methodist.

Section 7. Escrow Agent.

7.1 Duties and Authorization. The duties of Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement becomes involved in litigation, to deposit this Agreement with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit this Agreement with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

7.2 Liability. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7.3 Hold Harmless. The parties will, and hereby agree to, jointly and severally, hold harmless the Escrow Agent against any loss, liability, or expense the undersigned may incur which is not due to the negligence or willful misconduct of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement. This provision shall survive the termination of this Agreement.

7.4 University's Attorney. Seller acknowledges that Escrow Agent is also University's Attorney in this transaction, and United Methodist hereby consents to

DM

Escrow Agent's representation of University in any litigation which may arise out of this Agreement.

Section 8. Notice.

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time, or by email. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, or if by email, notice shall be deemed given upon receipt, whichever is earlier.

To University: University of Miami
Real Estate Department
1535 Levante Avenue, Suite 208
Coral Gables, Florida 33146-2820
Phone: 305-284-5736

Copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 S. Dixie Highway
Suite 1250
Coral Gables, Florida 33146
Phone: 305-284-2700
Fax: 305-284-5063

To United Methodist: The Board of Trustees of the Florida Annual Conference of
the United Methodist Church, Inc.
450 Martin Luther King, Jr. Avenue
Lakeland, Florida 33815
Phone: 863-688-5563
Fax: 863-686-7363

Copy to:

The Wesley Foundation at the University of Miami
1210 Stanford Drive
Coral Gables, FL 33146
Phone: 305-284-1920
Fax: 305-284-4346



Section 9. Miscellaneous.

9.1 Counterparts. This Agreement may be executed in any number of counterparts or by facsimile or by email with "pdf" file attachment, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

9.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

9.3 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both University and United Methodist.

9.4 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial, and exclusive venue shall be in the courts located in Miami-Dade County Florida.

9.5 Entire Agreement. This Agreement sets forth the entire agreement between University and United Methodist relating to this Agreement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 Time of the Essence. Time is of the essence in the performance of all obligations by University and United Methodist under this Agreement.

9.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

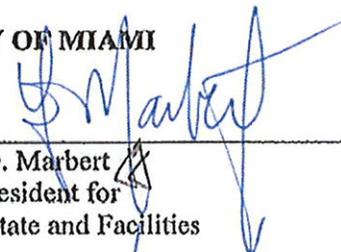
9.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

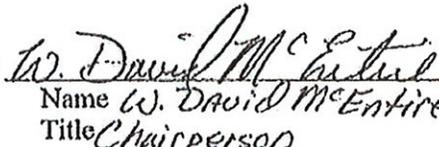
9.9 Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.10 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.



IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by and on behalf of the University of Miami and by and on behalf of The Board of Trustees of the Florida Annual Conference of the United Methodist Church, Inc. on this ____ day of _____, 2010.

UNIVERSITY OF MIAMI
By: 
Larry D. Marbert
Vice President for
Real Estate and Facilities
Date: 10/15/10

**THE BOARD OF TRUSTEES OF THE
FLORIDA ANNUAL CONFERENCE OF THE
UNITED METHODIST CHURCH, INC.**
By: 
Name W. David McEntire
Title Chairperson
Date: 10/15/10

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA

STREET AND ALLEY VACATION

DATE: August 26, 2010

APPLICATION FOR VACATION OF A STREET OR ALLEY, (PLEASE CHECK IF APPLICABLE ITEM)

 X Vacation of Streets

 Vacation of Alley

PLEASE PRINT OR TYPE:

1.
University of Miami, a Florida corporation, not-for-profit
Name of Applicant

| | | |
|----------------------------|-------------------------|---------------------|
| <u>Suite 205</u> | <u>Coral Gables, FL</u> | <u>305.284.6728</u> |
| <u>1535 Levante Avenue</u> | <u>33146-2416</u> | <u>305.284.6728</u> |
| Street Address | City, State, Zip | Telephone Number |

CHECK APPROPRIATE BOX

Rent Own

| | | |
|----------------------------|-------------------------|---------------------|
| <u>Suite 205</u> | <u>Coral Gables, FL</u> | <u>305.284.6728</u> |
| <u>1535 Levante Avenue</u> | <u>33146-2416</u> | <u>305.284.6728</u> |
| Mailing Address | City, State, Zip | Telephone Number |

2. A. General description of r.o.w. to be vacated (survey with legal description to be attached)

Henry King Stanford Drive (Miller Drive) from Ponce de Leon Blvd. to cul-de-sac,

Pavia St., from Geo. E. Merrick St. to Ave. Levante.

Geo. E. Merrick St., from Ponce de Leon Boulevard to Pavia St.

Theo. Dickinson Drive, from Ponce de Leon Blvd. to Geo. E. Merrick St.

Ave. Levante, from Pavia St. to Henry King Stanford Drive (Miller Drive).

Wm. E. Walsh Ave., from Theo. Dickinson Dr. to Geo. E. Merrick St.

B. Dimension of proposed vacation: Length in feet: (See following)
Width in feet: (See following)

B. (Continued)

| Street | From | To | Length | Width |
|------------------------------|---|-------------------------------------|-------------------------|-------------|
| <u>Theo. Dickinson Drive</u> | <u>Ponce de Leon</u> <u>Wm. E. Walsh</u> | <u>WM. E. Walsh Avenue</u> | <u>353'</u> | <u>60'</u> |
| <u>Theo. Dickinson Drive</u> | <u>Avenue</u> <u>Theo. Dickinson</u> | <u>Geo. E. Merrick St.</u> | <u>1979'-310'=1669'</u> | <u>60'</u> |
| <u>WM. E. Walsh Avenue</u> | <u>Drive</u> | <u>Geo. E. Merrick St.</u> | <u>1542'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Ponce de Leon</u> <u>Wm. E. Walsh</u> | <u>Wm. E. Walsh Avenue</u> | <u>340'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Avenue</u> <u>Theo. Dickinson</u> | <u>Theo. Dickinson Drive</u> | <u>430'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Drive</u> | <u>Pavia St.</u> | <u>513'</u> | <u>60'</u> |
| <u>Geo. E. Merrick St.</u> | <u>Pavia St.</u> | <u>Henry King Stanford</u> | <u>88'</u> | <u>60'</u> |
| <u>Pavia St.</u> | <u>Geo. E. Merrick St.</u> | <u>Drive</u> <u>Ave. Levante</u> | <u>497'</u> | <u>60'</u> |
| <u>Ave. Levante</u> | <u>Pavia St.</u> | <u>Henry King Stanford</u> | <u>352'</u> | <u>60'</u> |
| <u>Henry King Stanford</u> | <u>Drive</u> | <u>Drive</u> | <u>300'</u> | <u>100'</u> |
| <u>Henry King Stanford</u> | <u>Ponce de Leon Blvd.</u> | <u>Ave. Levante</u> | <u>300'</u> | <u>100'</u> |
| <u>Henry King Stanford</u> | <u>Drive</u> | <u>Ave. Levante</u> | <u>530'</u> | <u>100'</u> |
| <u>Henry King Stanford</u> | <u>Drive</u> | <u>Geo. E. Merrick St.</u> | <u>310'</u> | <u>100'</u> |

Note: Street dimensions are based on centerline of intersection calculations and are rounded to the nearest foot.

3. If applicant is going to dedicate property for a Substitute Street or Alley, describe the property to be dedicated for such substitution.

Additional Streets or other Rights of Way will not be dedicated as substitutes for this application. (See Letter of Intent and Part 4 following.)

4. Reason for the requested abandonment, vacation and closure.

The subject streets are located within the boundaries of the University of Miami campus and situated on the southern end of the campus, south of Lake Osceola. These streets provide access from Ponce de Leon Boulevard into the interior of the campus and only serve traffic that is accessing and driving into the University campus from Ponce de Leon Boulevard.

The University currently has several private streets within campus and the conveyance of the subject streets will consolidate under one ownership all streets contained completely within the University campus and provide more efficient coordination of security, maintenance, and improvements.

Security

There are approximately 9,300 students at the University, and 3,000 employees, faculty, and staff. On a daily basis, 150-300 visitors also are present on campus. In addition, approximately

4,500 students of the 12,000 live on the campus, and overnight security is critically important. Of primary concern on a University campus is the balance between safety and security and providing a welcoming experience for visitors, students, faculty, and staff.

The University currently has a guard house and guard gates at Stanford Drive, and security gates at Dickinson and Merrick Drives. Stanford Drive is the primary entrance to the University for visitors, and the guard house is staffed 24 hours a day in order to provide directions, parking information and security. The security gates at Dickinson and Merrick Drives are not manned, and are only closed between the hours of 12:30am and 5:45am although the campus is accessible for those with proper card access during those hours at Stanford Drive.

Having the streets under University ownership will allow for the development of a cohesive security strategy and provide greater control of ingress and egress and speed limits.

Maintenance

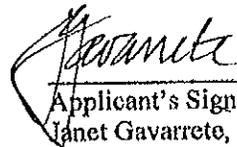
The University has an extensive maintenance program for all aspects of campus including green areas and University streets. Once conveyance of the streets is completed, the City will no longer be responsible for the maintenance of the vacated streets, an economic benefit for the City. At the same time, the University will expand their current maintenance operations to seamlessly incorporate the subject streets so that all streets on campus will be maintained in a uniform way. It will free the City from service and maintenance calls for streets on the campus.

Design Continuity and Street Improvements

One of the identifying features of the University of Miami is its lush, well maintained and verdant campus. This natural theme extends from the face of buildings, across green quadrangles and teaching spaces, to the edge of the streets. Despite their primary functional use, the streets are an integral part of the fabric of the campus and provide the first campus experience for visitors, students and staff. The University can include design features on its campus streets such as bike paths, that are of high importance to students, but that may not be as critically necessary for the City. Streetscapes can be harmonized to blend with the University atmosphere.

Campus Improvements

University development is guided by a 20-year Master Plan that includes only preliminary footprints for actual buildings. Occasionally, permission has been asked and granted for streets to be rerouted in order to best accommodate proposed building footprints. Having the streets under University ownership will facilitate any future instances where it would be beneficial to change the routing of a street or pedestrian crossing as part of the city process for changes to the master plan and building permit process. As the campus evolves, street layouts, campus gateways and pedestrian crossings may need to be altered or enhanced to create more efficient access and egress, and this request would simplify permitting.



Applicant's Signature
Janet Gavarrete, RLA
Associate Vice-President
University of Miami

APPLICANTS:

Greater Miami Hillel
Foundation, Inc.
Name (Print)

Signature

1100 Stanford Drive
Coral Gables, FL 33146-2002
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3803, Page 453
Deed

The Diocese of Southeast
Florida, Inc.
Name (Print)

Signature

525 NE 15 Street
Miami, FL 33132-1411
Mailing Address

OWNER OF: Portion of Tr. 6
Lot(s)

46-81
Plat Book, Page

Deed Book 3815, Page 201
Deed

Florida Baptist Convention,
Inc.
Name (Print)

Signature

1230 Hendricks Avenue
Jacksonville, FL 32207-8619
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

Deed Book 3826, Page 31
Deed

Trustees for the Christian Science
Organization, University of Miami,
Inc.
Name (Print)

Signature

1115 Levante Street
Coral Gables, FL 33146-2506
Mailing Address

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 1609, Page 72
Deed

The Board of Trustees of the Florida
Annual Conference of the United
Methodist Church, Inc.
Name (Print)

W. David McEwen
Signature

450 Martin Luther King, Jr. Ave,
1140 East McDonald Street
Lakeland, FL 33801-5641 33815
Mailing Address (same)

OWNER OF: Portion of Tr. 7
Lot(s)

46-81
Plat Book, Page

O. R. Book 8474, Page 335
Deed

Action by:
Development & Review Committee

Date

Date

Date

City Commission:

Planning Department

Memoranda: _____

**THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
STREET AND ALLEY VACATION GUIDELINES**

Please read carefully and comply with all instructions which apply to your request in order to avoid an incomplete application and resultant delay.

LIMITATION AUTHORITY

The Development Review Committee is charged with the responsibility of making an investigation, holding hearings, and submitting recommendation to the City Manager on requests for street and alley vacations. The hearing determination of vacating a street and alley is vested with the City Commission.

PRELIMINARY REVIEW

It is advisable to discuss the application with the staff of the Engineering Division in order to avoid filing is completely future or incomplete application.

INCOMPLETE APPLICATION

All required exhibits and supplementary data must be submitted at the same time as the application is filed, or the application will be determined to be incomplete. Incomplete applications will not be accepted and will be returned to the applicant.

FILING AND HEARING FEES

At the time of filing the application, the applicant shall pay a filing fee of \$1,500 (Ordinance 0-2004-34, Section 5) to pay the cost of processing the application.

EXHIBITS AND DATA

- A. **GENERAL:** All exhibits and data submitted in connection with the application becomes a part of the public records of the City of Coral Gables.
- B. **LETTER OF INTENT:** All applicants must be accompanied by a letter of intent. Please describe in detail in the letter of intent the proposed use of the vacated property, also explain to what extent the request would serve the public benefit which would warrant the granting of the request. The letter of intent shall also contain a statement that all costs relative to the relocation of any and all utilities, pavements, sidewalks, curbing and removal of same where discontinued shall be borne by the applicant.
- C. **CERTIFIED SURVEY:** All applications must be accompanied by a certified survey prepared by a registered land surveyor showing the dimensions of any locations of the street and alley to be vacated. The survey shall also show the following, located within the proposed vacation:

1. Location of power poles.
2. Location of telephone poles.
3. Location of underground telephone, power lines.
4. Location and size of water lines.
5. Location and size of gas lines.
6. Location of sanitary sewer lines.
7. Location and size of stormwater lines.
8. Location and size of soakage pits.
9. Location of all manholes.

D. **WAIVER OF OBJECTION:** Attach letter from the following utility companies stating whether or not they have objections to the vacation of the street and/or alley.

1. Miami-Dade Water & Sewer Department (Mr. Ballesteros 305-669-7650)
2. Florida Power & Light Company (Mr. Victor Muñoz 305-552-4056)
3. Bell South (Mr. Richard Johnson 305 663-8222)
4. City Gas Company of Florida (Mrs. Ana Del Pino 305-835-3612)
5. Comcast (Mr. Leonard Maxwell 954-538-9394)
6. A T & T (Mr. Wess Parsons 786-295-9528)
7. XO Communication and all other Telecommunication Companies.
8. City of Coral Gables Utilities Div. (Mr. Bill Rothman 305-460-5005)

Contact 305-460-5026 for contact persons and mailing addresses.

PLEASE NOTE:

1. No hearing will be scheduled or heard on an incomplete or inaccurate application.
2. Application forms are available at the City of Coral Gables, Engineering Division, 2800 S.W 72 Avenue , Miami, Florida (Telephone # 305-460-5026).
3. Checks for application fee shall be payable to the CITY OF CORAL GABLES.
4. It is advisable to discuss your application with the staff of the Engineering Division in order to avoid a completely futile or incomplete application.

THIS APPLICATION, WITH ALL REQUIRED SUPPLEMENTAL DATA AND INFORMATION, MUST BE COMPLETED IN CONFORMITY WITH THE ATTACHED INSTRUCTIONS AND THEN RETURNED TO THE SECRETARY OF THE STREET AND ALLEY VACATION COMMITTEE WITH THE APPROPRIATE APPLICATION FEE.

I HAVE READ AND UNDERSTAND THE FOREGOING INSTRUCTIONS.

10-15-2010
DATE

University of Miami
By: Janet Gavarrete, AVE
APPLICANT (PRINT OR TYPE)


APPLICANT'S SIGNATURE