

Exhibit "D"



The following is a detailed summary of a contemplated transaction which will take the form of a non-binding Letter of Intent ("LOI") between Jackson Health System (the "Hospital") and Swerdlow Development Company, LLC ("Swerdlow") whereby the Hospital's administration and affiliated uses would occupy approximately one-half ("Jackson Space") of the proposed Civica Tower office complex described below (the "Project") and the remainder will be leased primarily to physicians and other medical related entities and a small component will be used for conference, dining, and retail space ("Third Party Space"). It is the intention of the parties that the terms contained herein ultimately will be incorporated into one or more binding agreements. The parties will use reasonable efforts to complete said agreements by the end of the first quarter of the 2010 calendar year, after approvals and authorizations have been obtained from all appropriate governing boards and committees. This LOI and any related Hospital commitment to engage in the Project shall remain non-binding until definitive agreements are completed, properly approved by the appropriate governing bodies, and executed. The parties intend to execute the binding agreements in a timely fashion in order to facilitate obtaining the most advantageous financing structure available (including grants and stimulus bonds). In particular, Swerdlow has initiated discussions with Hospital and with Miami-Dade County ("County") regarding possible American Recovery and Reinvestment Act bonds and related industrial development bond financing opportunities.

In August 2009, the Facilities Development Committee of the Public Health Trust of Miami-Dade County unanimously approved the Hospital proceeding to LOI analysis and discussions with Swerdlow regarding the Project. Since then, the parties have developed a framework of objectives and completed a substantial financial analysis and design regarding the Project (attached hereto). The overwhelming results of this analysis concluded that pursuing the project would allow the Hospital to benefit from reduced occupancy costs and increased operational efficiencies at the administrative level while freeing up valuable space in the medical care facilities. Currently, the Hospital leases space in several private office buildings in order to house administrative staff. The Project will enable the Hospital to house that administrative staff in a more cost effective and convenient location. Further, the cost benefits are primarily attributed to an attractive environment for economical new construction and a multitude of favorable financing alternatives for projects with a public purpose, as presented in the Memorandum of Understanding between the parties (and as noted above).

The preliminary development and ownership structure is as follows:

Participants: *County*-owner of the Jackson Space; obligor on the bonds issued to acquire Jackson Space; and guarantor of the Hospital's rental obligations on the Third Party Space

Hospital-user of Jackson Space; Master Tenant of the Third Party Space; and Lessor of subleases for Third Party Space

Swerdlow Development Company LLC-developer and guarantor of construction costs;

Swerdlow Related Entity-owner and landlord for Third Party Space; rental agent for Third Party Space; and operator and manager of Third Party Space

Real Property: Located at 1050 NW 14th Street Miami, FL 33136, a piece of land in the northwest section of the southwest quarter of Section 35, township 63 south, range 41 east, Miami-Dade County, Florida.

Building Description: Twenty-five (25) story Class "A" office containing 578,000 square feet ("Building"). The garage will contain 1,000 parking spaces providing parking ratios that are far superior to any competing product in the health district sub-market. Parking will be assigned to the Hospital at a rate of two spaces for 1,000 square feet of leased space, free of charge.

It is anticipated that the total square footage of the building will be allocated to the following uses:

Jackson Space	280,000 sf
Third Party Space (Medical Office)	250,000 sf
Plaza Level Conference & Dining Area	27,000 sf
Ground Level Retail	<u>21,000 sf</u>
	578,000 sf

Project Cost: Total costs will be disclosed via open book methodology with Swerdlow agreeing to a cap after construction drawings are complete and a construction contract has been executed. Based on extensive pre-construction work completed to date, the cost is estimated to be \$160,000,000. It is not anticipated that this cost will increase and should the final budget come in at a lower amount all savings will benefit the Hospital through the rent calculation.

Procurement: Swerdlow shall comply with all County and/or PHT procurement procedures and requirements.

Compliance: The parties intend to comply with all applicable law, including Stark and Anti-Kickback laws and regulations. The parties further agree to restructure or amend the Project and attendant agreements, if necessary, to facilitate such compliance. Further, the parties agree to comply with the Miami-Dade County Conflict of Interest and Code of Ethics ordinance, Section 2-11.1, Code of Miami-Dade County, as made applicable to the TRUST by Section 25A-3(c), Code of Miami-Dade County, and Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes. The parties agree to comply with Section 2-1076 of the Code of Miami-Dade County, regarding Miami-Dade County Office of the Inspector General review of the Project and attendant agreements, as applicable.

Ownership Structure: *Jackson Space:* The approximately 280,000 sq. ft. of the building that will be occupied by the Hospital will be a separate, defined condominium unit consisting of the top floors of the Building. The declaration of condominium documents shall be mutually agreed to by the parties. The Jackson Space may initially be owned, at the

County's discretion, by the County. Alternatively, the unit may initially be owned by a not-for-profit corporation that will serve as landlord to the Hospital in order to solidify the tax exempt status of the Hospital. The County and Hospital have yet to identify the not-for-profit corporation that would serve as owner/landlord.

Third Party Space: The Third Party Space consisting of approximately 298,000 sq. ft shall be owned by a Swerdlow entity ("Swerdlow"). The Hospital will enter into a Master Lease with Swerdlow. The Hospital shall lease the office portion of the Third Party Space to physicians and medical related entities pursuant to County and State law requirements regarding the leasing of land in which the County has an interest. The Hospital may assign such leasing responsibility to Swerdlow for a fee, provided Swerdlow comply with the applicable County and State requirements

**Purchase of
Hospital Space**

The County/Hospital shall purchase the Jackson Space. The cost of the Jackson Space will be 115% of the actual Project Cost described above ("Cost of Jackson Space"). The 15% represents the developer's profit for acquiring the land, completing planning and design, obtaining entitlements and necessary permitting, securing both debt and equity financing, as well as bearing all financial risks through completion of the Project, including a guaranteed final Project Cost. This profit margin is considered at the low end of industry standards.

The Cost of the Jackson Space shall be financed through the issuance of bonds as part of an overall financing plan described below except that the Swerdlow portion may be paid at the rate of 11% to Swerdlow as shown below.

**Lease of Third
Party Space:**

The Hospital shall enter into a Master Lease with Swerdlow for the Third Party Space which will be sub-leased primarily to third party tenants. The rental rates to be charged to unrelated third parties are estimated to be as follows:

Private Medical Office Space (250,000) sq. ft at \$35 per sq ft.
Retail Space (21,000 sq. ft.) at \$45 per sq. ft.
Conference/Dining Space (28,000 sq. ft.) at \$35 sq. ft.

The Hospital shall make a payment under the Master Lease for the Third Party Space It shall be calculated as follows:

Finance Rate -

All estimates of the Master Lease rent have been made utilizing a 6.3% overall cost of financing. After considerable exploration of numerous financing alternatives available to a project of this type including stimulus bonds and grants, we believe that this rate could be substantially lower resulting in dramatic decrease in the Hospital's ultimate occupancy cost.

Debt Carrying Cost ¹	6.3%
	\$10,080,000
Total Building Square Footage	578,000sf
Debt Carry Cost per Square Foot	\$17.44/sf
Yield on Developer's Profit (15% margin on Building Cost) ($\$24,000,000 \times 11\% / 578,000sf$)	\$4.57/sf
Rent per Square Foot	\$22.01/sf

The annual amount due from the Hospital, however, shall not exceed the debt service on the bonds issued to finance the Third Party Space. It is anticipated that the rental payments received from third parties for the leasing of the Third Party Space as shown below will exceed the amount to be paid by the Hospital under the Master Lease

Net Income Participation -

All rents received from third parties will first go to the Hospital until the Hospital has been fully reimbursed for all payments made under the Master Lease as Master Lease Rent, other than those payments that apply directly to the space occupied by the Hospital. After the Hospital has received a 100% reimbursement of the Master Lease Rent payment for the non-hospital space in the building (e.g. reimbursement of the difference between the debt service requirement costs and the JHS base rent/hospital space rental payment (289,000sf x \$22.01/sf), the Hospital and the Developer will share the excess cash flow on a 50-50 basis, subject to statutory and regulatory compliance. The sources of this excess cash flow income include, but are not limited to, private medical office leases, retail leases, parking income, signage, and income earned from conference facilities. The following is an income projection that will illustrate how the Net Income Participation would benefit the Hospital.

¹ By way of illustration, if the debt carrying cost were 4.5% (a figure that our research indicates is reasonably achievable) the savings benefiting the Hospital would be \$3.2 million annually or \$5.54/sf across the entire building. If all of the non-hospital space was leased to third parties, the reduction in the Hospital's occupancy cost would be 11.43/sf resulting in a net rent to the Hospital of \$11.13/sf

Private Medical Office Space (250,000 sf x \$35.00/sf)		\$,750,000
Retail (21,000 sf x \$45.00/sf)		945,000
Conference Center & Catering (27,000 sf x \$35.00/sf)		945,000
Valet parking		500,000
Signage & Sponsorship		900,000
Total Building Income	\$	12,040,000
Vacancy & Rollover Reserve (5%)		<u>(602,000)</u>
Adjusted Building Income		11,438,000
Less Debt Service Reimbursement (298,000 sf x \$22.01/sf)		<u>(6,558,980)</u>
Jackson Space Series of Bonds		
Net Income Available for Participants	\$	4,879,020
Hospital Share	\$	2,439,510

As stated above, the leasing of the Third Party Space must comply with all County and State requirements, as well as with applicable Stark and Anti-kickback laws.

This net income participation should result in an annual profit distribution in excess of \$2,000,000 enabling the Hospital to further its mission of caring for the citizens of Miami-Dade County.

**Leasing Risk
Protection:**

The developer has provided the Hospital with deferral provisions for components of the budget which directly benefit the developer should the leasing of the third party medical office space fall significantly short of projections. The deferrals are the result of the developer's and the Hospital's desires to, in no event, have a circumstance where the Hospital's occupancy cost would exceed its current cost. The most significant concession on the part of the developer is the deferral of the developer's profit component of the Hospital's Master Lease Rent until such time as the rent is at or below the projected \$22.01/sf. The following illustrates how little exposure the Hospital has to a slow medical office leasing environment.

Total cost reduced by medical office tenant improvements, commissions, development fees and interest costs.	\$ (135,000,000)
Anticipated finance rate	<u>6.30%</u>
Anticipated annual finance cost	(8,505,000)
Jackson Health System base rent	6,162,800
Retail rent	945,000
Conference Center rent	945,000
Signage & Sponsorship	<u>900,000</u>
Surplus	\$ 447,800

In summary, if no third party medical office space was leased prior to the Hospital occupying the building, the base rent on its occupied space, combined with retail rent, signage income and developer concessions would satisfy the debt service requirements of the financing. This is obviously not a circumstance that anyone anticipates, yet the Hospital's occupancy cost still does not exceed the projected \$22.01/sf. Unless otherwise specified in the lease, bond documents, or other binding agreement, the parties reserve the right to terminate the Project prior to the sale of the bonds if Hospital and Swerdlow are not mutually satisfied that sufficient non-Hospital space will be favorably leased to third parties.

Financing Plan:

Swerdlow will seek bond financing for the Project from the Miami-Dade County Industrial Development Authority or from the County directly, if necessary, for the total cost which is currently estimated to be \$160,000,000 ("Bonds"). It is necessary that the bonds be designated as Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds and that the full allocation (\$100,000,000 in the aggregate) be allocated to this Project by the County. The Hospital shall assist Swerdlow in obtaining such allocations.

The currently estimated annual debt service on the Bonds is \$8,505,000. The Bonds may be issued in two series. One series of Bonds will finance the Jackson Space. The debt service on that series shall be secured by a County covenant to annually budget and appropriate from non ad-valorem revenues sufficient funds to pay the debt service. Another series of Bonds will finance the Third Party Space. That series will be secured by the rents to be paid by the Hospital under the Master Lease. The County will guaranty the Hospital's rental payments with the same budget and appropriate covenant that secures the series of Bonds issued for the Jackson Space.

It is anticipated as described above that the rental payments from unrelated third parties who lease the Third Party Space will exceed the annual debt service on the Bonds so it is anticipated that neither County nor Hospital funds will be ever be used to pay debt service.

**Non-Hospital
Space Leasing:**

The Hospital/County is required to comply with all County and State requirements regarding the leasing of real property that is owned or leased by the Hospital/County. Swerdlow may assume responsibility for leasing the non-Hospital space to third parties, but will be required to comply with such County and State requirements as well. All building leases with third parties shall be subject to mutual approval by Swerdlow and Hospital.

Occupancy Date:

March 2012 predicated upon definitive agreements being completed by January 2010.

Lease Term:

30-50 years, as required by the bonding agents. The ultimate lease term will be determined in order to minimize annual occupancy costs and maximize the tax efficiency of the transaction.

Operating Expenses:

All tenants in the building will pay their pro-rata share of the building's operating expenses. Hospital shall only be responsible for building operating expenses as apply to the Jackson Space pro-rata share of the building. All tenants, other than the Hospital, will be subject to a pass through of the real estate taxes.


We believe that this letter of intent contains the most significant terms that the parties should consider prior to drafting formal lease documents. In the event of a conflict of terms between this LOI and the final lease, the terms of the final lease duly approved and executed shall prevail.

Since signing our Memorandum of Understanding in August, tremendous strides have been accomplished with respect to cost/benefit analyses. As illustrated throughout this document, careful lease structuring combined with a creative financing package agreeable to all parties may result in a transaction, which likely will improve the Hospital's operating results. Subject to agreeable financing, in the most conservative cases, the Hospital's occupancy cost remained unchanged while enjoying the cost savings of having all administrative staff housed in a state-of-the-art facility in a single location within close proximity to the care facilities. In the more likely cases, actual operating costs were significantly reduced.

If the terms outlined in this Letter of Intent agree with your understanding of the proposed transaction, please acknowledge by executing the signature block below and we will authorize preparation of the final documents. As noted above, this LOI is non-binding. Neither the parties nor third parties shall rely on this LOI as an express commitment by either party to pursue the Project. Either party may terminate the negotiations, for any reason and at any time, by providing written notice to the other. Said notice shall be self-executing and effective immediately.

We look forward to continuing our work with you and your staff to complete this exciting project which will benefit the community for years to come.

Sincerely,


Michael J. Swerdlow
Chairman

ACKNOWLEDGED & APPROVED
this 12 day of JANUARY, 2008

By: [Signature]
Name: Eneida Roldán
Title: President

Subject to further approval by the Public Health Trust Board of Trustees.

ACKNOWLEDGED & APPROVED
this _____ day of _____, 2009

By: JC
Name: John Copeland
Title: Chairman

Civica
 Medical Center
 5th
 Jackson
 Memorial Campus
 1525 NW 11th STREET
 MIAMI, FLORIDA



Shelton - Carlson & Purinton
 ARCHITECTS
 1525 NW 11th STREET, SUITE 200
 MIAMI, FLORIDA 33136
 PHONE: 305-372-0000
 FAX: 305-372-0001

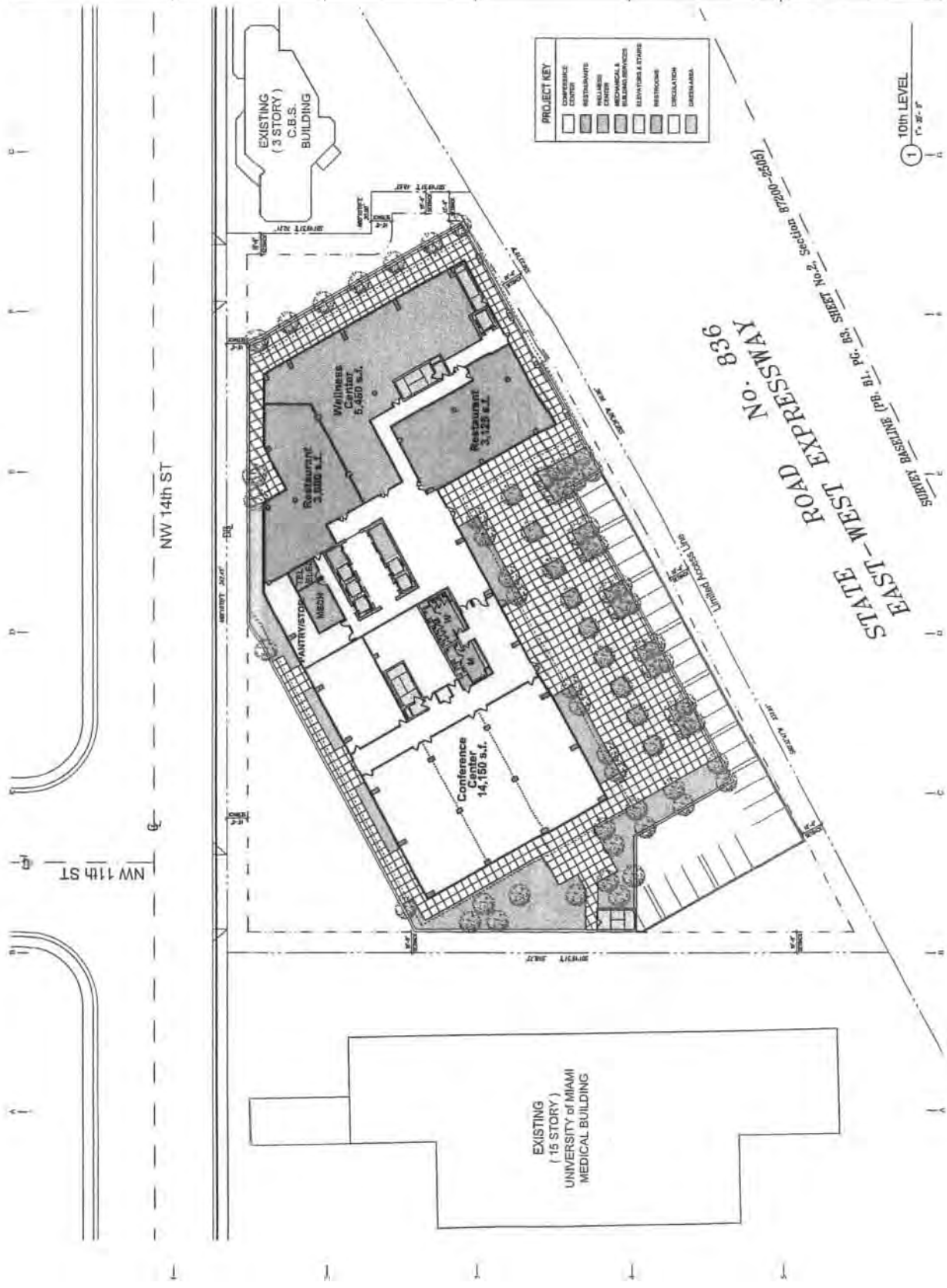
**SUBSTANTIAL CHANGE
 TO AN EXISTING
 APPROVED MAJOR USE
 SPECIAL PERMIT
 SUBMITTAL**

1	DESIGNER	Shelton - Carlson & Purinton
2	DATE	04/15/2008
3	PROJECT	10th Level Floor Plan Plaza Deck
4	REVISION	Revisions Drawing Log
5	APPROVAL	
6	DATE	
7	BY	
8	DATE	
9	BY	
10	DATE	
11	BY	
12	DATE	
13	BY	
14	DATE	
15	BY	
16	DATE	
17	BY	
18	DATE	
19	BY	
20	DATE	

**10TH LEVEL
 FLOOR PLAN
 PLAZA DECK**

Issue Date: Sept 15, 2008
 Last Revision: Oct 09, 2008

A-204

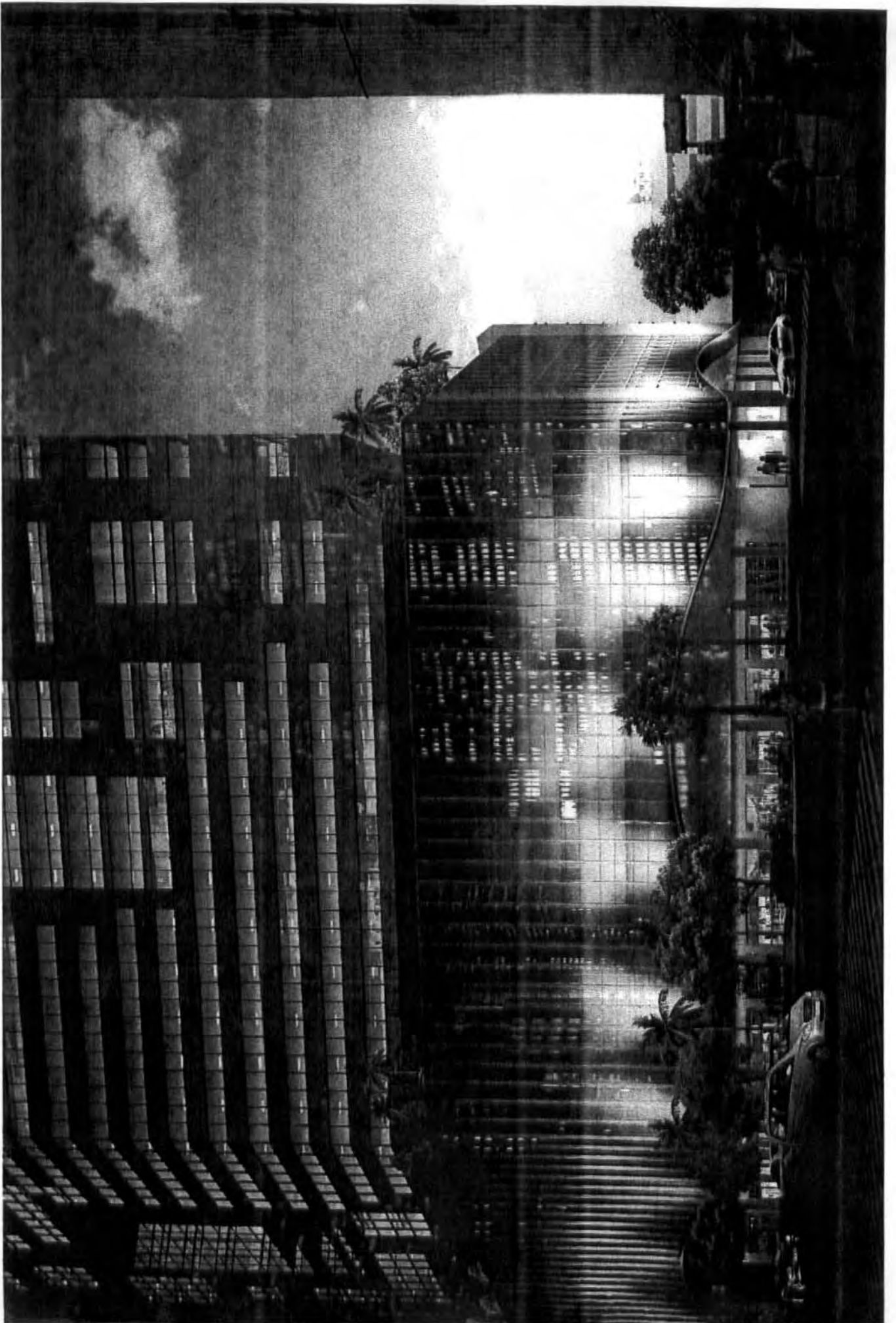


PROJECT KEY

[Symbol]	CONFERENCE
[Symbol]	RESTROOMS
[Symbol]	CENTER
[Symbol]	MECHANICAL & ELECTRICAL SERVICES
[Symbol]	ELEVATORS & STAIRS
[Symbol]	RESTROOMS
[Symbol]	CIRCULATION
[Symbol]	GREENHOUSE

STATE WEST EXPRESSWAY
 ROAD No. 836
 EAST - WEST EXPRESSWAY

1 10TH LEVEL
 1/8" = 1'-0"



CFH 2010R0017864 DR BK 27144 Pgs 4912 - 49237 (12pgs)
RECORDED 01/11/2010 15:46:29
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

Record & Return to:
Steven J. Wernick, Esq., 200 S.
Biscayne Blvd., #2500, Miami, FL 33131
(305) 350-3733

Exhibit "F"



City of Miami
Certified Copy

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 06-01242mm1

Enactment Number: R-09-0589

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), APPROVING WITH CONDITIONS, A SUBSTANTIAL MODIFICATION TO A PREVIOUSLY APPROVED SUBSTANTIAL MODIFICATION FOR THE CIVICA TOWER MAJOR USE SPECIAL PERMIT PURSUANT TO ARTICLES 13, 17 AND 22 OF ZONING ORDINANCE NO. 11000, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, FOR THE CIVICA TOWER PROJECT, TO BE LOCATED AT APPROXIMATELY 1050 NORTHWEST 14TH STREET, MIAMI, FLORIDA, TO MODIFY THE PREVIOUSLY APPROVED SUBSTANTIAL MODIFICATION OF THE MAJOR USE SPECIAL PERMIT PURSUANT TO RESOLUTION NO. 09-0266, ADOPTED MAY 28, 2009, AS FOLLOWS: 1) TO DECREASE THE RETAIL SPACE FROM 16,988 SQUARE FEET TO 14,809 SQUARE FEET; 2) TO INCREASE THE GENERAL OFFICE SPACE FROM 551,452 SQUARE FEET TO 553,631 SQUARE FEET; 3) TO INCREASE THE OPEN SPACE FROM 16,895 SQUARE FEET TO 22,675 SQUARE FEET; 4) TO DECREASE THE FOOTPRINT FROM 62,220 SQUARE FEET TO 56,440 SQUARE FEET; 5) TO DECREASE THE NUMBER OF PARKING SPACES FROM 1,457 TO 1,150; AND 6) TO INCREASE THE OVERALL HEIGHT BY ONE (1) INCH; PROVIDING FOR CERTAIN FLOOR AREA RATIO; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 7, 2009, Swerdlow Development Company, LLC, as contract purchaser of property owned by Miami Hotel Investments, Ltd (referred to as "APPLICANT"), submitted a complete application for a Substantial Amendment to previously approved Substantial Modification of a Major Use Special Permit ("MUSP") for the Civica Tower approved pursuant to Resolution No. 09-0266, adopted May 28, 2009 (referred to as "PROJECT"), pursuant to Articles 13, 17 and 22 of Zoning Ordinance No. 11000, the Zoning Ordinance of the City of Miami, Florida, as amended ("Zoning Ordinance"), for the properties located at approximately 1050 Northwest 14th Street, Miami, Florida, more particularly described in Exhibit "A", attached and incorporated; and

WHEREAS, development of the Project requires the issuance of a Major Modification of a MUSP pursuant to Articles 13, 17 and 22 of the Zoning Ordinance; and

WHEREAS, the Miami Planning Advisory Board, at its meeting held on November 18, 2009 Item No. P.2, following an advertised public hearing, adopted Resolution No. PAB-09-045, by a vote of eight to zero (8-0), recommending approval with conditions of the Substantial Modification to a Substantial Amendment of a MUSP Development Order as hereinafter set forth; and

WHEREAS, the City Commission deems it advisable and in the best interest of the general welfare of the City of Miami ("City") to issue a Substantial Modification to a Substantial Amendment of a MUSP Development Order as hereinafter set forth;



NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. Substantial Modification to a previously approved Substantial Amendment of a MUSP Development Order, incorporated within, is approved subject to the conditions specified in the Development Order, per Articles 13, 17, and 22 of the Zoning Ordinance, for the PROJECT to be developed by the APPLICANT, located at approximately 1050 Northwest 14th Street, Miami, Florida, more particularly described on "Exhibit A," attached and incorporated.

Section 3. The PROJECT is approved for the construction of one building structure with approximately 14,809 square feet of retail space, approximately 553,631 square feet of general office space, approximately 22,675 square feet of open space, and approximately 1,150 off-street parking spaces.

Section 4. The Substantial Modification to a previously approved Substantial Amendment of a MUSP Application for the PROJECT also encompasses the lower ranking Special Permits as set forth in the Development Order.

Section 5. The findings of fact set forth below are made with respect to the subject PROJECT:

a. The PROJECT is in conformity with the adopted Miami Comprehensive Neighborhood Plan, as amended.

b. The PROJECT is in accord with the G/I Government and Institutional with SD-10 Overlay District SD-19 Designated F.A.R. Overlay District, F.A.R. of 3.2, zoning classifications of the Zoning Ordinance.

c. Pursuant to Section 1305.2 of the Zoning Ordinance, the specific site plan aspects of the PROJECT that have been found by the City Commission (based upon facts and reports prepared or submitted by staff or others) to adhere to the following Design Review Criteria subject to the applicable conditions in the Development Order herein:

DESIGN REVIEW CRITERIA

I) Site and Urban Planning:

(1) Respond to the physical contextual environment taking into consideration urban form and natural features;

Applicability

Yes

Compliance

Yes

(2) Siting should minimize the impact of automobile parking and driveways on the pedestrian environment and adjacent properties;

Yes

Yes

(3) Buildings on corner lots should be oriented to the corner and public street fronts.

Yes

Yes

II) Architecture and Landscape Architecture: **Applicability** **Compliance**

- | | | |
|--|-----|------|
| (1) A project shall be designed to comply with all applicable landscape ordinances; | Yes | Yes |
| (2) Respond to the neighborhood context; | Yes | Yes |
| (3) Create a transition in bulk and scale; | Yes | Yes |
| (4) Use architectural styles and details (such as roof lines and fenestration), colors and materials derivative from surrounding area; | Yes | Yes* |
| (5) Articulate the building facade vertically and horizontally in intervals that conform to the existing structures in the vicinity. | Yes | Yes* |

III) Pedestrian Oriented Development: **Applicability** **Compliance**

- | | | |
|---|-----|------|
| (1) Promote pedestrian interaction; | Yes | Yes* |
| (2) Design facades that respond primarily to the human scale; | Yes | Yes |
| (3) Provide active, not blank facades. Where blank walls are unavoidable, they should receive design treatment. | Yes | Yes |

IV) Streetscape and Open Space: **Applicability** **Compliance**

- | | | |
|---|-----|------|
| (1) Provide usable open space that allows for convenient and visible pedestrian access from the public sidewalk; | Yes | Yes |
| (2) Landscaping, including plant material, trellises, special pavements, screen walls, planters and similar features should be appropriately incorporated to enhance the project. | Yes | Yes* |

V) Vehicular Access and Parking: **Applicability** **Compliance**

- | | | |
|---|-----|------|
| (1) Design for pedestrian and vehicular safety to minimize conflict points; | Yes | Yes* |
|---|-----|------|

- | | | |
|--|-----|-----|
| (2) Minimize the number and width of driveways and curb cuts; | Yes | Yes |
| (3) Parking adjacent to a street front should be minimized and where possible should be located behind the building; | Yes | Yes |
| (4) Use surface parking areas as district buffer. | Yes | Yes |

VI) Screening:

- | | <u>Applicability</u> | <u>Compliance</u> |
|---|----------------------|-------------------|
| (1) Provide landscaping that screen undesirable elements, such as surface parking lots, and that enhance space and architecture; | Yes | Yes* |
| (2) Building sites should locate service elements like trash dumpster, loading docks, and mechanical equipment away from street front where possible. When elements such as dumpsters, utility meters, mechanical units and service areas cannot be located away from the street front, they should be situated and screened from view to street and adjacent properties; | Yes | Yes |
| (3) Screen parking garage structures with program uses. Where program uses are not feasible soften the garage structure with trellises, landscaping, and/or other suitable design element. | Yes | Yes |

VII) Signage and Lighting:

- | | <u>Applicability</u> | <u>Compliance</u> |
|--|----------------------|-------------------|
| (1) Design signage appropriate for the scale and character of the project and immediate neighborhood; | N/A | - |
| (2) Provide lighting as a design feature to the building facade, on and around landscape areas, special building or site features, and/or signage; | N/A | - |
| (3) Orient outside lighting to minimize glare to adjacent properties; | N/A | - |

(4) Provide visible signage identifying building addresses at the entrance(s) as a functional and aesthetic consideration. N/A -

VIII) Preservation of Natural Features:

(1) Preserve existing vegetation and/or geological features whenever possible. Applicability N/A - Compliance

IX) Modification of Nonconformities:

(1) For modifications of nonconforming structures, no increase in the degree of nonconformity shall be allowed; Applicability N/A - Compliance

(2) Modifications that conform to current regulations shall be designed to conform to the scale and context of the nonconforming structure. N/A -

*Compliance is subject to conditions.

**Not applicable at this time, subject to review and approval.

d. Pursuant to Section 1305.3. of the Zoning Ordinance, the use and occupancy of the proposed PROJECT have been found by the City Commission to adhere to other specific consideration(s) set forth in the zoning ordinance, the Code of the City of Miami, Florida, as amended ("City Code"), and other applicable regulation(s).

e. Pursuant to 1305.3.1. of the Zoning Ordinance, the adequacy of the manner in which the proposed use will operate, given its specific location and proximity to less intense uses, has been found by the City Commission to adhere to other specific considerations set forth in the zoning ordinance, the City Code and other applicable regulation(s), with particular consideration given to protecting the residential areas from excessive noise, fumes, odors, commercial vehicle intrusion, traffic conflicts, and the spillover effect of light.

These findings have been made by the City Commission to approve this PROJECT with conditions.

f. The PROJECT is expected to cost approximately \$ 137,745,100 and to employ approximately 376 workers during construction (FTE-Full Time Employees). The PROJECT will also result in the creation of approximately 30 permanent new jobs (FTE) and will generate approximately \$ 1,079,181 annually in tax revenues to the City (2009 dollars).

g. The City Commission further finds that:

- (1) the PROJECT will have a favorable impact on the economy of the City;
- (2) the PROJECT will efficiently use public transportation facilities;
- (3) any potentially adverse effects of the PROJECT will be mitigated through compliance with the conditions of this Substantial Modification to a Substantial Amendment of a MUSP;
- (4) the PROJECT will favorably affect the need for people to find adequate housing reasonably accessible to their places of employment;
- (5) the PROJECT will efficiently use necessary public facilities;

- (6) the PROJECT will not negatively impact the environment and natural resources of the City;
- (7) the PROJECT will not adversely affect living conditions in the neighborhood;
- (8) the PROJECT will not adversely affect public safety;
- (9) based on the record presented and evidence presented, the public welfare will be served by the PROJECT; and
- (10) any potentially adverse effects of the PROJECT arising from safety and security, fire protection and life safety, solid waste, heritage conservation, trees, and shoreline development will be mitigated through compliance with the conditions of this Substantial Modification to a previously approved Substantial Amendment of a MUSP.

Section 6. The Substantial Modification to a previously approved Substantial Amendment of a MUSP, as approved and amended, shall be binding upon the APPLICANT and any successors in interest.

Section 7. The APPLICATION for a Substantial Modification to a previously approved Substantial Amendment of a MUSP, which was submitted on October 7, 2009, and is on file with the City Planning Department, shall be relied upon generally for administrative interpretations and is incorporated by reference.

Section 8. The City Manager is directed to instruct the Planning Director to transmit a copy of this Resolution and attachment to the APPLICANT.

Section 9. The Findings of Fact and Conclusions of Law are made with respect to the PROJECT as described in the Development Order for the PROJECT, incorporated within.

Section 10. The Substantial Modification to a previously approved Substantial Amendment of a MUSP Development Order for the PROJECT is granted and issued.

Section 11. In the event that any portion or section of this Resolution or the Development Order is determined to be invalid, illegal, or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no manner affect the remaining portions of this Resolution or Development Order which shall remain in full force and effect.

Section 12. The provisions approved for this Substantial Modification to a previously approved Substantial Amendment of a MUSP, as approved, shall commence and become operative thirty (30) days after the adoption of the Resolution.

Section 13. This Substantial Modification to a previously approved Substantial Amendment of a MUSP, as approved, shall expire two (2) years from its commencement and operative date.

Section 14. This Resolution shall become effective immediately upon its adoption and signature by the Mayor. {1}

DEVELOPMENT ORDER

Let it be known that pursuant to Articles 13, 17, and 22 of the Zoning Ordinance, the City Commission has considered in a public hearing, the issuance of a Substantial Modification to a previously approved Substantial Amendment of a MUSP for Civica Tower (hereinafter referred to as the "PROJECT") to be located at approximately 1050 Northwest 14th Street, Miami, Florida (see legal description on "Exhibit A", attached and incorporated), is subject to any dedications, limitations, restrictions, reservations or easements of record.

After due consideration of the recommendations of the Planning Advisory Board and after due consideration of the consistency of this proposed development with the Miami Comprehensive Neighborhood Plan, the City Commission has approved the PROJECT, and subject to the following conditions, approves the Substantial Modification to a previously approved Substantial Amendment of a MUSP and issues this Permit:

FINDINGS OF FACT

PROJECT DESCRIPTION:

The proposed PROJECT is a mixed use development to be located at approximately 1050 Northwest 14th Street, Miami, Florida. The PROJECT is located on a gross lot area of approximately 3.26± acres and a net lot area of approximately 1.82± acres of land (more specifically described on "Exhibit A", incorporated herein by reference). The remainder of the PROJECT's Data Sheet is attached and incorporated as "Exhibit B."

The proposed PROJECT will be a Mixed Use Building with approximately 553,631 square feet of General Office space, approximately 14, 809 square feet of Retail floor area, and 22,675 square feet of Open Space. The proposed PROJECT will provide 1,150 off-street parking spaces, and will have a maximum height of 300 feet A.G.L. (310 feet N.G.V.D.) at top of the roof stair enclosures.

The Substantial Modification to a previously approved Substantial Amendment of a MUSP, encompasses all lower range permits previously approved, which remain in full force and effect.

Pursuant to Articles 13, 17, and 22 of the Zoning Ordinance, approval of the requested Substantial Modification to a previously approved Substantial Amendment of a MUSP shall be considered sufficient for the subordinate permits requested and referenced above as well as any other special approvals required by the City which may be required to carry out the requested plans.

The PROJECT shall be constructed substantially in accordance with plans and design schematics on file prepared by Siskind, Carlson and Partners, dated on September 25, 2009. The landscape plan shall be implemented substantially in accordance with plans and design schematics on file prepared by Urban Resource Group, Division of Kimley-Horn and Associates, dated on September 23, 2009. Said design and landscape plans may be modified only to the extent necessary to comply with the conditions for approval imposed herein. All modifications shall be subject to the review and approval of the Planning Director prior to the issuance of any building permit.

The PROJECT conforms to the requirements of the current G/I (Government and Institution) with SD -10 (Jackson Memorial Hospital Medical Center Overlay District) and SD -19 (Designated F.A.R. Overlay District - F.A.R. 3.2) zoning classification, as contained in the Zoning Ordinance 11000, the Zoning Ordinance of the City of Miami, Florida, as amended. The current comprehensive plan future land use designation on the subject property is Major Institutional - Public Facilities - Transportation and Utilities.

CONDITIONS

THE APPLICANT, ITS SUCCESSORS, AND/OR ASSIGNS, JOINTLY OR SEVERALLY, PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS, SHALL COMPLY WITH THE

FOLLOWING:

- 1) Meet all applicable building codes, land development regulations, ordinances and other laws and pay all applicable fees due prior to the issuance of a building permit.
- 2) Allow the Miami Police Department to conduct a security survey, at the option of the Department, and make recommendations concerning security measures and systems. Further submit a report to the Planning Department, prior to commencement of construction, demonstrating how the Police Department recommendations, if any, have been incorporated into the PROJECT security and construction plans, or demonstrate to the Planning Director why such recommendations are impractical.
- 3) Obtain approval from, or provide a letter from the Department of Fire-Rescue indicating APPLICANT'S coordination with members of the Fire Plan Review Section at the Department of Fire-Rescue, in the review of the scope of the PROJECT, owner responsibility, building development process and review procedures, as well as specific requirements for fire protection and life safety systems, exiting, vehicular access and water supply.
- 4) Obtain approval from, or provide a letter of assurance from the Department of Solid Waste, that the PROJECT has addressed all concerns of the said Department prior to the obtainment of a shell permit.
- 5) Record the following in the Public Records of Miami-Dade County, Florida, prior to the issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy: a Declaration of Covenants and Restrictions providing that the ownership, operation and maintenance of all common areas and facilities will be by the property owner or a mandatory property owner association in perpetuity.
- 6) Prior to the issuance of a shell permit, provide the City with a recorded copy of the Substantial Modification to a previously approved Substantial Amendment of a MUSP permit resolution and Development Order, and an executed, recordable unity of title or covenant in lieu of unity of title agreement for the subject PROPERTY. Said agreement shall be subject to the review and approval of the City Attorney's Office.
- 7) Provide the Planning Department with a temporary construction plan that includes the following: a temporary construction parking plan, with an enforcement policy; a construction noise management plan with an enforcement policy; and a maintenance plan for the temporary construction site. Said plans shall be subject to the review and approval by the Planning Department prior to the issuance of any building permits and shall be enforced during construction activity. All construction activity shall remain in full compliance with the provisions of the submitted construction plans. Failure to comply may lead to a suspension or revocation of this Substantial Modification to a previously approved Substantial Amendment of a MUSP.
- 8) In so far as this Substantial Modification to a previously approved Substantial Amendment of a MUSP includes the subordinate approval of a series of Class I Special Permits for which specific details have not yet been developed or provided, the applicant shall provide the Planning Department with all subordinate Class I Special Permit plans and detailed requirements for final review and approval of each one, prior to the issuance of any of the subordinate approvals required, in order to carry out any of the requested activities and/or improvements listed in this development order or captioned in the plans approved by it.

9) If the PROJECT is to be developed in phases, the APPLICANT shall submit an interim plan, including a landscape plan, which addresses design details for the land occupying future phases of this PROJECT. In the event that the future phases are not developed, said plan shall include a proposed timetable and shall be subject to review and approval by the Planning Director.

10) Pursuant to design related comments received by the Planning Director, the APPLICANT shall meet the following conditions: (a) Provide details of methods and materials that will screen the parking area from view, facing Northwest 14th Street. Details shall include a type of glass and methods for lighting (internal and external), (b) Provide additional treatment that enhances the articulation of the façade, and (c) Prior to TCO issuance, the APPLICANT shall comply with the conditions of the sufficiency letter prepared by the City's Traffic Consultant on the Sufficiency Letter - Review #001 of December 31, 2008, and ratified by Miami Transportation Administration on October 29, 2009.

11) The City Public Works Department provided a review of the PROJECT with the following street improvements on Northwest 14 Street: Replace all damaged sidewalk, curb and gutter adjacent to the project site. Mill and resurface the entire width, curb to curb, adjacent to the PROJECT site and the intersection of Northwest 14 Street and Northwest 11 Avenue, Miami, Florida.

12) Within 90 days of the effective date of this Development Order, record a certified copy of the Development Order specifying that the Development Order runs with the land and is binding on the APPLICANT, its successors, and assigns, jointly or severally.

THE CITY SHALL:

Establish the operative date of this Permit as being thirty (30) days from the date of its issuance. The issuance date shall constitute the commencement of the thirty (30) day period to appeal from the provisions of the Permit.

CONCLUSIONS OF LAW

The PROJECT, proposed by the APPLICANT, complies with the Miami Comprehensive Neighborhood Plan, as amended, is consistent with the orderly development and goals of the City, and complies with local land development regulations, pursuant to Section 1703 of the Zoning Ordinance:

- (1) the PROJECT will have a favorable impact on the economy of the City; and
- (2) the PROJECT will efficiently use public transportation facilities; and
- (3) the PROJECT will efficiently use necessary public facilities; and
- (4) the PROJECT will not negatively impact the environment and natural resources of the City;
and
- (5) the PROJECT will not adversely affect public safety; and
- (6) the public welfare will be served by the PROJECT; and
- (7) any potentially adverse effects of the PROJECT will be mitigated through conditions of this Substantial Modification to a previously approved Substantial Amendment of a MUSP.

~~The proposed development does not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the City.~~

Date: **DECEMBER 17, 2009**

Date: DECEMBER 17, 2009
Mover: VICE CHAIRMAN CAROLLO
Seconded: COMMISSIONER SUAREZ
Vote: AYES: 3 - COMMISSIONER CAROLLO, SARNOFF AND SUAREZ
Action: ADOPTED

Date: DECEMBER 28, 2009
Action: SIGNED BY THE MAYOR

I, Priscilla A. Thompson, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-09-0589, with attachments, passed by the City Commission on 12/17/2009.



City Clerk, Deputy Clerk (for P. A. Thompson,
City Clerk)

January 04, 2010

Date Certified

(1) If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying in the Northwest Quarter of Section 35, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 35, Township 53 South, Range 41 East, Miami-Dade County, Florida; thence run South $88^{\circ} 10' 09''$ West along the North boundary of the Southeast Quarter of said Section 35, a distance of 248.00 feet to a point; thence run South $01^{\circ} 49' 51''$ East a distance of 35 feet to the Northeast corner of Tract D, FIRST ADDITION TO MEDICAL CENTER, according to the Plat thereof, as recorded in Plat Book 113, Page 69, of the Public Records of Miami-Dade County, Florida, said corner being the Point of Beginning of the parcel of land hereinafter to be described; thence continuing on the last described course along the Easterly boundary of said Tract D, a distance of 70.21 feet to a point of deflection; thence run North $88^{\circ} 10' 09''$ East, a distance of 20.00 feet to a point of deflection; thence run South $01^{\circ} 49' 51''$ East along the Easterly boundary of said Tract D, a distance of 48.62 feet to the point of intersection with the Northwesterly Limited Access Right of Way recorded in Plat Book 81, Page 83, of the Public Records of Miami-Dade County, Florida; thence run South $56^{\circ} 23' 19''$ West along the last described line, a distance of 78.22 feet to a point of deflection; thence continuing along said Northwesterly Limited Access Right of Way boundary run South $58^{\circ} 34' 50''$ West a distance of 98.86 feet to a point of deflection; thence continuing along said Northwesterly Limited Access Right of Way boundary run South $60^{\circ} 32' 47''$ West, a distance of 237.01 feet to the Southwest corner of said Tract D; thence run North $01^{\circ} 49' 51''$ West along the West boundary of said Tract D, a distance of 318.73 feet to the Northwest corner thereof; thence run North $88^{\circ} 10' 09''$ East along the North boundary of said Tract D, being along the Southerly right of way boundary of NW 14th Street, a distance of 342.45 feet to the Point of Beginning.

ALSO described as:

Tract D of FIRST ADDITION TO MEDICAL CENTER, according to the Plat thereof, as recorded in Plat Book 113, Page 69, of the Public Records of Miami-Dade County, Florida.

"EXHIBIT B"
CIVICA MEDICAL CENTER
on Jackson Memorial Campus

ZONING DISTRICT	6/1 Government - Institutional / SD-10 - SD-18 Overlay		79,115 SF =	1.82 ACRES
NET LOT AREA (N/A)			142,110 SF =	3.26 ACRES
GROSS LOT AREA (GLA)			REQUIREMENT / ALLOWED	
OPEN SPACE (SD-10 Sect. 610.2)	142,110	X	14,211 SF	22,675 SF
FOOTPRINT (S.F.) (SD-10 Sect. 610.2)	142,110	X	86,266 SF	56,440 SF
	0.60 TIMES GLA MAXIMUM			
BASE FAR (Requesting SD-15)	3.20	X	454,752 SF	454,752 SF
AFFORD. HOUSING BONUS 25%	0.25	X	113,688 SF	113,688 SF
TOTAL FAR			568,440 SF	568,440 SF
B35 EDW			342'-5"	342'-5"
NW 24th STREET			413'-11"	413'-11"
OFFICE TOWER	UNLIMITED		300	300
PARKING STRUCTURE	UNLIMITED		300	300
FRONT: NW 44th STREET	10'-0"		10'-0"	10'-0"
SIDE EAST	No setback required or the same as the abutting district, whichever is greater		10'-0"	13'-6"
REAR STATE ROAD 666	10'-0" or the same as the abutting district, whichever is greater		10'-0"	10'-0"
SIDE WEST	No setback required or the same as the abutting district, whichever is greater		10'-0"	10'-0"
REAR			16,989 SF	14,809 SF
OFFICE			553,452 SF	553,452 SF
TOTAL			568,440 SF	568,440 SF
OFFICE	1 SPACE PER 800 SF	505,651 / 800	630 SPACES	
RETAIL	1 SPACE PER 800 SF	14,809 / 800	19 SPACES	
TOTAL			712 SPACES	
METROPOLITAN PROXIMITY BONUS	712 Total parking spaces required - 10% reduction as per Sect. 914.2		641 SPACES	1,150 SPACES
568,440 SF	(4 UP TO 500,000 SF + 1 PER EA. ADD'L 500,000 SF)	5	5	5
	LOADING BAY		(4 @ 12'-6x5')	(4 @ 12'-6x5')
			(1 @ 12'-6x5')	(1 @ 12'-6x5')
			(1 @ 12'-6x5')	Class II Permit

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true and correct copy of the original filed in this office on

January 11th A.D. 2010

WITNESS my hand and the Official Seal
HARVEY R. ...

