

City of Miami



April 3, 2018

Tiffany Leadbetter Donato
Senior Vice President
Capital Strategy, Real Estate Transactions
Hyatt Hotels Corporation
71 South Wacker Drive
Chicago, IL 60606

Re: Memorandum of Understanding for an Amended and Restated Land Lease

Dear Mrs. Donato:

Hyatt Equities, L.L.C. (“Hyatt”) and the City of Miami (“City”) (collectively, the “Parties”) desire to amend and restate their existing land lease relationship, and have Hyatt redevelop the Property (as anticipated and defined in the Term Sheet attached hereto) upon which the existing Hyatt Regency Hotel and James L. Knight convention center occupy. The following paragraphs set forth the basic terms and conditions upon which said relationship shall be structured subject to the negotiation and execution of an amended and restated land lease (the “New Lease”), and the other terms and conditions contained in the Term Sheet. At the minimum, said agreement is anticipated to modify the Existing Ground Lease, including, without limitation, to:

- 1) Extend the lease term plus extensions to a total of 99 years from the full execution of the New Lease;
- 2) Expand the leased premises to include the James L. Knight convention center land;
- 3) Amend and restate the parking agreement to accommodate a. and b. below;
- 4) Hyatt shall redevelop the Property subject to the following:
 - a. Hyatt shall explore the use of the additional development rights on the Property;
 - b. Hyatt shall engage directly CBRE, Inc. to seek qualified development partners to maximize the Property’s development potential and density; additional development could include but not be limited to residential, office, retail, and/or parking;
 - c. Hyatt shall seek possible development partners, taking into consideration the qualifications and financial capacity of said partners, programmatic and aesthetic design, and financial benefit anticipated to inure to the benefit of Hyatt and the City.
 - d. The Parties will mutually agree upon a Master Plan (as defined in the Term Sheet) for the redevelopment of the Property.

When fully executed, this Memorandum of Understanding (together with the term sheet attached hereto as “Attachment A” and incorporated herein (the “Term Sheet”), the “MOU”) shall reflect the expression of Hyatt’s and the City’s desire to proceed with the negotiation and possible execution of a New Lease to include the redevelopment of the Property.

New Lease. Subject to certain conditions as set forth in the MOU being satisfied, the New Lease will be negotiated to reflect the intended deal terms set forth in the MOU.

Exclusivity. From the date hereof through execution of the New Lease, third parties interested in participating in this Project shall be directed exclusively to Hyatt for negotiations (the “Exclusivity Period”), ; provided, however, that in the event the Parties mutually agree in writing, or Hyatt notifies City

in writing of its intention to cease the negotiations prior to such date, then the Exclusivity Period shall expire on the date of cessation of negotiations.

Confidentiality. The terms of this MOU and the New Lease, as well as any non-public information related to the transactions shall be maintained as confidential by the Parties, except for (i) disclosures required by law (specifically including Florida Statute Chapter 119) or rules of applicable securities exchanges, (ii) disclosures to the Parties' respective board members, agents, employees, attorneys, accountants, brokers, contractors, lenders, prospective lenders, investors, prospective investors, consultants, advisors or other representatives, and (iii) disclosures that the Parties mutually agree in advance are required or desirable to advance Zoning Entitlements (as defined in the Term Sheet) or other public approvals or concessions or information that otherwise advances the planned development. The foregoing notwithstanding, the Parties agree that any public announcement of an executed transaction (i.e., executed New Lease) shall be mutually agreed upon by the Parties prior to any public announcement.

Non-Binding. This MOU shall not create any legally binding obligations on the Parties, other than with regard to the Exclusivity and Confidentiality provisions set forth above. Except for such provisions, City and Hyatt shall not have any obligations to each other unless and until full execution of the New Lease. If a New Lease is not executed within thirty-six (36) months hereof, unless otherwise agreed to by the Parties in writing, this MOU shall automatically terminate, other than the above Confidentiality provision, which shall survive termination for one (1) year. In addition, this MOU shall terminate in its entirety upon the full execution of the New Lease.

For the purposes of this discussion, this MOU and subsequent contract documents will require approval of the City Commission. That process may include the item being placed on the Commission Agenda , 1st and 2nd readings and then final approval. The New Lease shall also require approval by the voters at Referendum. Each of the City and Hyatt, and their respective affiliates, representatives, and associated entities shall comply, in all material respects, with all applicable laws, rules, regulation, disclosures, and statutes (whether local, state, or federal), to include the Miami 21 zoning ordinance, in the performance of this or any agreement, instrument, or action(s) relative to the MOU or New Lease. The City shall cooperate with Hyatt, its affiliates, representatives and associated entities to facilitate and expedite approvals in conformance with local, state, or federal ordinances as may be reasonably required.

The Parties understand that this MOU and any subsequent contract documents will require the applicable internal approvals of Hyatt, including the approval of Hyatt's Development Committee, the Finance Committee of Hyatt's Board of Directors, and Hyatt's Board of Directors.

If you are in agreement with the terms of this MOU, please indicate same by counter-signing where indicated below. We look forward to moving forward with you on this important project.

Sincerely,

CITY OF MIAMI, a municipal corporation
of the State of Florida

Accepted and Agreed to:
HYATT EQUITIES, L.L.C.

By: _____
Emilio T. Gonzalez
City Manager

By: _____
Name: _____
Title: _____

ATTACHMENT A

TERM SHEET

This term sheet ("Term Sheet"), dated this ____ day of _____, 2018, is a proposal only, and is not contractually or legally binding. It represents only an expression of the parties' present desire and intention to enter into negotiations of a possible agreement to lease the Property (as defined below) by Hyatt (defined below) from City (defined below). City and Hyatt are sometimes collectively referred to herein as the "Parties" or individually as a "Party". The outline of the general terms and conditions are as follows:

1. GENERAL:

1.1. PARTIES TO NEW LEASE:

1.1.1. Hyatt Equities, L.L.C., or an affiliate thereof, as ground lessee and developer, if applicable ("Hyatt"); Hyatt may enter into subsequent agreements, with City of Miami ("City") approval as may be required under the New Lease or by applicable law, including, without limitation, joint venture agreements, development agreements or subleases with prospective partners, developers or other third parties in connection with the performance of its duties under the New Lease; and

1.1.2. City of Miami, as ground lessor ("City").

1.2. THE PROPERTY: City and Hyatt will enter into an amended and restated lease (the "New Lease") of the existing Ground Lease pursuant to which Lessee currently leases from Lessor the real property (the "Hotel Land") upon which the Hyatt Regency Miami (the "Hotel") is located (the "Existing Ground Lease"). Pursuant to the New Lease, (i) the City will continue to lease to Hyatt, and Hyatt will continue to lease from the City, all of the City's right, title and interest in the Hotel Land, including any City interest in the Hotel and any other improvements, furniture, fixtures, and personal property located on the Hotel Land and any additional development, air or other rights appurtenant to the Hotel Land not currently provided in the existing land lease, as agreed by the City pursuant to the approved Master Plan, and (ii) the City will agree to lease to Hyatt, and Hyatt will agree to lease from the City, the real property upon which The James L. Knight Miami Convention Center (the "Convention Center") is located (the "Convention Center Land"), including, without limitation, the Convention Center and all other improvements located on the Convention Center Land, any City interest in the furniture, fixtures, improvements and personal property located on the Convention Center Land and any additional development, air or other rights appurtenant to the Convention Center Land as agreed by the City pursuant to the approved Master Plan ((i) and (ii) are collectively referred to herein as the "Property").

1.3. DUE DILIGENCE: Hyatt shall complete all due diligence work it deems necessary or advisable on the Property prior to its execution of the New Lease, at its sole cost and expense, including without limitation, title, survey, soils, environmental and all feasibility studies and tests. City and Hyatt shall execute a separate commercially reasonable access agreement granting Hyatt and its agents and consultants access to the Property in order to conduct the requisite tests and studies, subject to customary release, indemnification, insurance, notice and repair requirements. Upon its completion and receipt thereof, and upon request from the City, Hyatt shall deliver to City copies of all third-party environmental, property condition and soil reports, surveys and title reports resulting from its due diligence activities related to the Property.

Subject to such access agreement, City will grant Hyatt immediate and reasonable access to the Property, the Parking Garage, the Property records, and the Convention Center management team and other employees for the purpose of inspecting the physical condition of the Property (including for the purpose of soil and other environmental tests and mechanical and other inspections) and evaluating the Convention Center business, in Hyatt's sole discretion. The City shall deliver copies to or provide access to Hyatt of all Property records within City's possession, or the possession of its Convention Center manager, affiliates, consultants, agents, representatives or employees, including, without limitation, environmental reports, property reports, title commitments and policies, surveys, building plans, correspondence with or notices from any governmental agencies, information pertaining to any lawsuit(s) pending against the Convention Center, the Hotel or the Property, and any other information reasonably requested by Hyatt.

2. REDEVELOPMENT:

- 2.1. Within twelve (12) months of execution of this MOU, Hyatt shall prepare, and deliver to the City for its review, a master plan (the "Master Plan") for the redevelopment of the Property (the "Project"). The Master Plan shall include, among other components: parcel development plans (for a Hyatt hotel, meeting space and other typical hotel amenities, and expanded mixed use development that may occur on the site), financing/ equity plans for the Project; strategy for the use of public funds, public funding mechanisms or public assets including use plans, desired densities, design criteria for base buildings and public spaces, a proposed streetscape, a retail merchandising plan to the extent retail is an element of the development, an infrastructure plan and a parking plan. The Master Plan should include proposed development that maximizes the site's density and proposed Project phasing. If agreed upon, the Master Plan approved by the City and Hyatt shall be attached to the New Lease and Hyatt shall develop the Property in accordance with the Master Plan agreed to and approved by the City. A preliminary conceptual rendering is included herein as Attachment "B". A list of guidelines, which will be provided to potential developers of the site to prepare their bids, is included herein as Attachment "C".
- 2.2. If Hyatt and the City, in their discretion, determine to proceed with the Project based upon an agreed upon Master Plan and terms to the New Lease, Hyatt's obligations under the New Lease shall include, among other requirements: (i) to redevelop the Property as contemplated by the Master Plan; (ii) to obtain Zoning Entitlements (defined below) as necessary, for the Property to permit development of same; (iii) to secure the requisite equity investment and financing necessary for the Project within the parameters set forth in the New Lease; (iv) to adequately address all infrastructure requirements necessary for the timely development of the Property, (v) to develop a plan to adequately address parking requirements for the Project (vi) to construct the improvements in accordance with the Master Plan and plans otherwise approved by the City pursuant to the normal planning and permitting process; and (vii) to operate and maintain the buildings, grounds, and infrastructure in the manner prescribed by the New Lease throughout the term of the New Lease.
- 2.3. If the Parties elect to proceed with the Project, Hyatt shall take the lead, at its expense, in obtaining all entitlements for the Property to accommodate the approved Master Plan ("Zoning Entitlements"). The City shall use its best efforts to assist and reasonably cooperate with Hyatt throughout the Zoning and Entitlement process.

2.4. In the event that the Parties elect, or either Party elects, to not proceed with the Project, the Parties shall have no obligations hereunder other than the confidentiality provisions.

3. NEW LEASE:

3.1. EFFECTIVE DATE OF LEASE; TERM:

The New Lease shall be effective (the “Effective Date”) upon execution by the Parties, and each Party having obtained all necessary approvals as set forth in the MOU and this Term Sheet and the Parties having agreed upon the Master Plan, which will be attached to the New Lease. The initial term for the New Lease shall be from the date of ground lease execution (“Commencement Date”) through December 31 of the year that contains the 99th anniversary of the Commencement Date.

3.2. RENT:

a. BASE RENT - Hyatt Hotel and Adjoining James L Knight Convention Center

On or before January 1st of each lease year, Hyatt shall pay to the City base rent (“Base Rent”) for the Property as follows:

During the construction period:

Base Rent (to be paid by Hyatt, or the developer of the Project, during the construction period) for the Property shall be the following:

Year one (1) during the construction period	\$0
Year two (2) during the construction period	\$500,000
Year three (3) during the construction period	\$500,000

Upon the earlier of the commencement of Year four (4) or the conclusion of construction, and ongoing, Hyatt shall pay to the City the greater of:

- i. Two million dollars (\$2,000,000) per year (as may be escalated from year to year), or
- ii. A percentage of revenues, as listed below:
 - a. Seven percent (7%) of gross room and meeting receipts, plus
 - b. Five percent (5%) of gross beverage receipts, plus
 - c. Three percent (3%) of food receipts, plus
 - d. A to-be-determined percentage of other gross income receipts, as agreed upon the parties once such other income sources at the Property are determined.

For the avoidance of doubt, Hyatt shall not pay any other rent or fees to the City for space utilized in the operation of the Hotel and meeting space on the Property.

b. PROFITS PARTICIPATION - Expanded Development on the Property

In addition to Base Rent for the Hotel and meeting space, after the construction period, the owner of the non-Hotel components of the Project shall pay to the City a profit participation rent (“Participation Rent”) with respect to the other income producing areas of the Property, other than the Hotel and Hotel Land and meeting space, determined as the greater of:

- 1) A to be determined percentage of gross profit determined by obtaining the City’s contribution to the expanded development on the Property as more particularly described below, and as defined in the agreement for the redevelopment of the Property; and
- 2) Rent formulaically determined by:
 - i. A current appraisal of the property occupied by the Hotel and James L. Knight Convention Center as a “going concern” shall be performed.
 - ii. An appraisal of the land area of the Hotel and James L. Knight Convention Center land and all appurtenant air rights shall be performed and determined for “highest and best use”
 - iii. The difference between highest and best use value of the Hotel and James L. Knight Convention Center land and value of going concern of the Hotel and Convention Center shall be the City’s financial contribution to the expanded development.

See Below Example for Demonstration Purposes Only:	
Highest & Best Use Value of Hotel and Convention Center Land	X \$100,000,000
Less: Value of Hotel and Convention Center as Going Concern	Y \$60,000,000
Equals: City Contribution	Z \$40,000,000
City’s Contribution shall be treated as a limited partner equity investment. Notwithstanding the foregoing, the City shall not be a joint venturer or partner with Hyatt; any references to partner equity investment and similar terms are solely for purposes of calculating Profits Participation Rent. Therefore, if the total investment for the expanded development is A (\$200,000,000) then City’s profit participation using the example above shall be Z (\$40,000,000) divided by A (\$200,000,000) for an amount equal to 20% of gross profit. The numerator is equal to Z (\$40,000,000) and the denominator is A (\$200,000,000) which produces the City’s equity contribution of 20%.	

For the purpose of determining Profits Participation, i.e., Participation rent, “Gross Profit” shall be defined as Gross Revenues less the following deductions:

- (1) debt service;
- (2) operating expenses (which shall vary for each non-hotel use and includes real estate taxes, insurance, capital reserves, and reasonable operating expenses for each element of the project, including management fees);
- (3) common area expenses that are shared on some pro rata basis; and

- (4) other expenses agreed upon by all parties, such as accounting and auditing expenses not to exceed an amount to be specified in the New Lease.

The New Lease shall include a detailed list of deductible expenses to provide utmost guidance when calculating Participation Rent.

For avoidance of doubt, rent for the hotel and meeting space operations on the Property will be paid in the manner specified in Section 3.2a (i.e., Base Rent based on Gross Revenue in each category); all other uses on the site will be subject to the Participation Rent calculation, as detailed in Section 3.2b.

The City shall receive Profit Participation payments at the same time as all other profit-sharing parties, including Hyatt and any third-party developers/partners. Such payments to the City shall be made with all periodic distributions, refinancing events, or any other capital event from which any Gross Profit is realized. It is the intent of the Parties that the combined value of Base Rent and Profits Participation be equal to or greater than Fair Market Value, as required by the City Charter.

3.3. ANNUAL ESCALATOR:

On the 5th anniversary of the commencement of the New Lease, and on each 5th anniversary thereafter during the remaining Term or extensions thereof, the minimum Base Rent shall be the cumulative compounded increase in the Consumer Price Index for All Urban Consumers (CPI-U) Miami; provided, however, that the increase in Base Rent shall in no event be less than two percent (2.0%) per year.

3.4. NET LEASE:

The New Lease shall be absolutely net to City, and Hyatt shall pay all real estate taxes, operating and other related expenses during the term thereof.

3.5 SUBORDINATION:

The New Lease, any leasehold interests created thereby and any security interests granted therein (to lenders, equity providers and the like) shall be subordinate to City's fee interest in the subject Property at all times throughout the New Lease term or extensions thereof; provided, however, that the Parties shall record a memorandum of lease against the Property, which shall be senior in priority to any encumbrance on City's fee simple interest in the Hotel Land and Convention Center Land and reversionary interest in the improvements on such lands.

3.6 PARKING:

The New Lease will provide Hyatt with all the same parking rights currently held by Hyatt with respect to the Hotel under the Existing Ground Lease. The Parties will cooperate with each other to reasonably apportion parking in the G4 Garage to provide necessary additional parking for the Project. Notwithstanding the foregoing, as part of the Project, Hyatt may propose that all or some portion of the parking requirements for the Project be met by proposed parking within the Master Plan for the Property (separate and apart from parking within the Parking Garage).

3.7 ASSIGNMENT AND DISPOSITION RIGHTS:

With City's prior written approval, Hyatt may assign the New Lease to an assignee that has a net worth reasonably acceptable to both the City and Hyatt, and either holds a franchise with a First Class Hotel Company or engages a manager who is a First Class Hotel Company. A "First Class Hotel Company" is a company or product type that enjoys a reputation in the hotel industry similar to that of Hyatt Corporation and the Hyatt Regency product.

Hyatt's ability to mortgage, pledge or conditionally assign the New Lease to leasehold mortgages shall be as provided in the New Lease.

3.8 MORTGAGEE PROTECTIONS:

The New Lease shall include customary and commercially reasonable provisions for the benefit of Hyatt's lender, including, without limitation, the right of lender (i) to receive notices of any Hyatt defaults or termination by City, (ii) to cure any Hyatt defaults within a reasonable grace period, and (iii) upon termination of the New Lease, to enter into a new lease directly with City on the same terms and conditions as the New Lease upon lender's cure of all of Hyatt's prior defaults, to the extent susceptible of being cured.

3.9 OTHER TERMS AND CONDITIONS:

The form of New Lease shall include other terms and conditions that are normal and customary for similar projects and as agreed to by Hyatt and City.

4. PUBLIC FUNDING:

City shall reasonably cooperate with and assist Hyatt in obtaining available governmental incentives (such as, by way of example, sales tax relief on construction materials, TIF-type incentives, etc.) in connection with the New Lease and the investment by Hyatt in the redevelopment of the Property.

5. COMMUNITY OUTREACH AND STAKEHOLDER MEETINGS:

The Ground Lease shall set forth the parameters and the Parties' respective roles and obligations related to all community outreach and stakeholder meetings to be conducted in connection with the Zoning Entitlements or otherwise related to the design and development of the Project.

6. REAL ESTATE BROKERS:

CBRE was hired by the City through State of Florida Contract DMS-12/13-007A. Hyatt intends to engage CBRE in connection with the Project. Other than CBRE, Inc. whose duties and loyalties are solely to the City, no other real estate broker or consultant to whom a commission or fee shall be due has been engaged by either party. Upon execution of the New Lease by the Parties, City shall be responsible to pay to CBRE, Inc. as part of its development costs a commission for the New Lease as is set forth in a separate agreement between CBRE, Inc. and the City. City and Hyatt acknowledge CBRE's representation of the City and agree that the New Lease or other agreement between the Parties to acquire the Property will include said commission agreement by reference. Hyatt shall be responsible for costs associated with Hyatt's direct engagement of CBRE for all new development (including the construction or reconstruction of a hotel and any additional development on the Property pursuant to this Term Sheet pursuant to a separate agreement between Hyatt and CBRE.

7. EXISTING LEASE TERMINATION:

The Existing Ground Lease and related agreements will be terminated effective as of the Effective Date of the New Lease, with each Party releasing any and all claims (whether known or unknown) against the other Party.

8. CONVENTION CENTER MANAGER:

The management agreement for the Convention Center with the current manager will be terminated as of the Effective Date of the New Lease, with Lessor paying any outstanding fees and any required termination fees.

9. PRORATIONS:

Real estate taxes, special assessments, utilities, rents and other amounts will be prorated as of the Effective Date in a usual and customary manner for a transaction of this type.

10. TITLE:

As of the Effective Date of the New Lease, the Property will be leased free of any liens and mortgages and any leases, tenancies or occupancies, or any other encumbrances, or any defect in title to the Property that are not accepted by Hyatt in accordance with the terms of the New Lease and will be subject to receipt of a satisfactory title insurance policy.

11. REPRESENTATIONS AND WARRANTIES:

Each Party will make customary representations and warranties to the other Party for a transaction of this type, as of the date of the execution of the New Lease.

12. COVENANTS.

Each Party will agree to customary covenants for a transaction of this type.

13. PROPERTY CONVEYED "AS IS":

Except as specifically set forth in the New Lease, the Property will be conveyed in "as is" condition.

14. TRANSACTION COSTS:

The City shall be responsible for the payment of all transfer taxes and recordation fees and the title insurance premium. All other transaction costs will be paid in accordance with local custom for similar large commercial hotel transactions. Each party will pay their own attorneys' fees.

15. DELIVERIES:

At or before the Effective Date of the New Lease, City will agree to properly execute and/or deliver (i) the New Lease, (ii) an assignment and assumption of intangibles, (iii) a bill of sale, (iv) an assignment and assumption of all operating agreements, equipment leases, services contracts and other leases and subleases related to the Property (to the extent accepted by Hyatt in the New Lease) (the "Agreements"), (v) estoppels for the benefit of Hyatt as reasonably requested by Hyatt, and (vi) all other customary

documents reasonably necessary from City to complete the New Lease. Hyatt will properly execute and/or deliver (i) an assignment and assumption of all Agreements, (ii) an assignment and assumption of intangibles, (iii) a bill of sale, and (iv) all other customary documents and funds reasonably necessary from Hyatt to complete the New Lease.

16. MISCELLANEOUS:

16.1. DEVELOPMENT PRO FORMAS:

Hyatt shall provide the City with development pro formas for renovated existing or new hotel and any other mixed use development to occur on the site.

16.2. COMMUNICATIONS:

The New Lease shall establish a communications protocol (e.g., reports, meetings, designated representatives) to maintain open and continuous lines of communication between the Parties with respect to all design, entitlement, development and programming activities related to the Property.

16.3. DISPUTES:

All disputes under the New Lease shall be resolved pursuant to procedures to be set forth in the New Lease.

16.4. DEFAULTS AND REMEDIES:

The New Lease will set forth provisions governing defaults by the Parties thereunder and will set forth the remedies available to the non-defaulting Party in the event of a default.

16.5. NO ASSIGNMENT:

Except as set forth in Section 3.7 above, neither Party shall be permitted to assign, transfer or otherwise convey its interests, rights or obligations under the New Lease without written approval of the other Party.

This Term Sheet does not constitute an offer to lease the Property and is not subject to acceptance, nor are any of the terms contained herein binding on either of the Parties. Furthermore, this Term Sheet does not obligate either Party to proceed with a transaction in any way whatsoever. There shall be agreement only when the Parties execute a New Lease. Without limitation of the foregoing (A) Hyatt and City specifically acknowledge that no Party shall have any obligation of any kind or nature to the other Party unless and until such Party actually executes and delivers the New Lease and (B) Hyatt and the City reserves the right at any time to withdraw from further negotiation or consideration of the transaction contemplated hereby for any reason or for no reason in Hyatt's or the City's sole and absolute discretion without liability of any kind or nature to the other Party hereto.

ATTACHMENT B

PRELIMINARY CONCEPTUAL RENDERING

please note the following are conceptual renderings only and will be subject to revision to the extent required by law and other physical and regulatory limitations



HYATT
REGENCY
Miami, Florida



KOBI KARP
ARCHITECTURE • INTERIOR DESIGN • PLANNING
WWW.KOBIKARP.COM



Hyatt - Miami, FL

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Hyatt - Miami, FL

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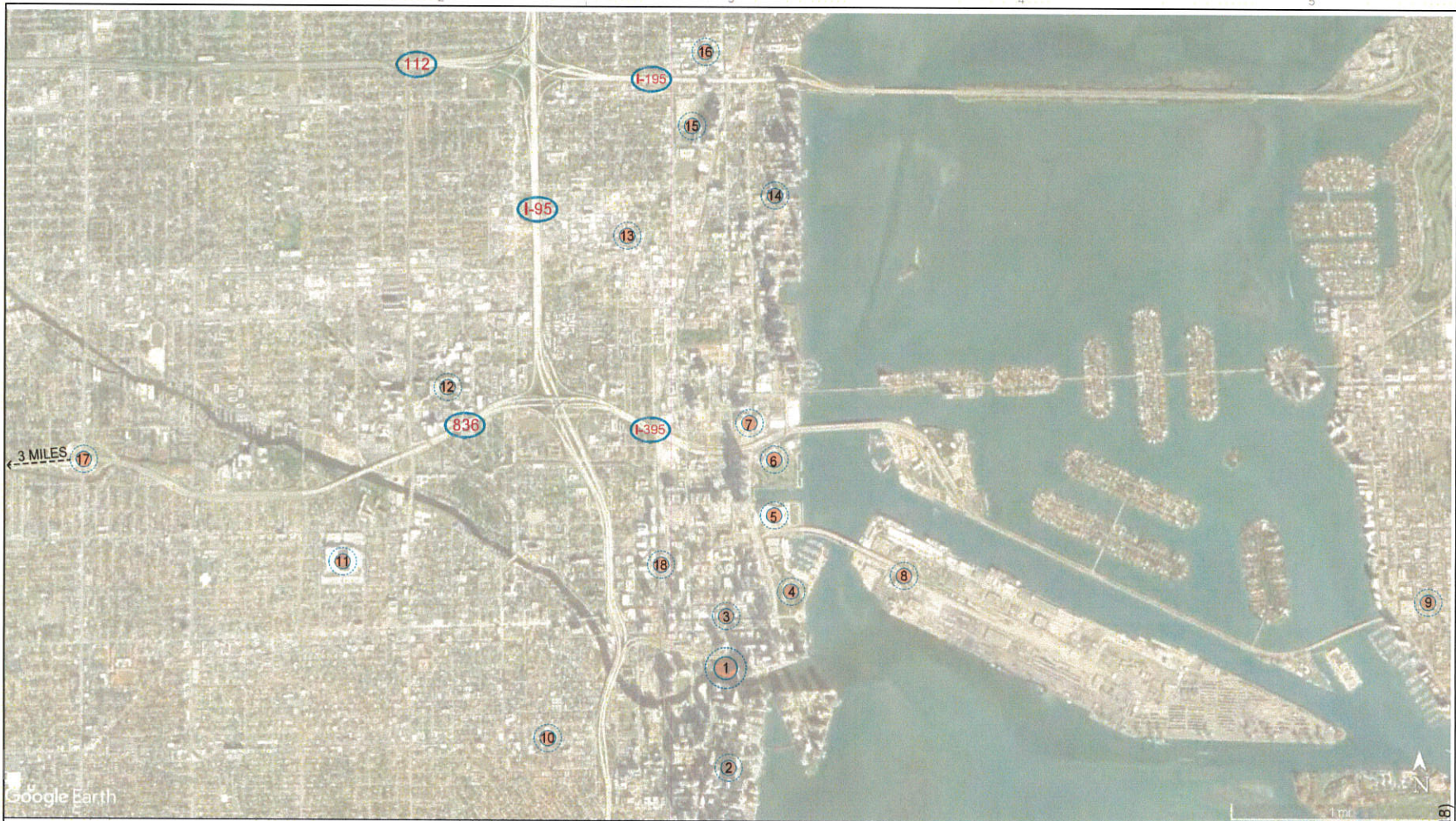


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1 REGIONAL AERIAL

REGIONAL SITES

- | | |
|---|--|
| 1. PROPOSED DEVELOPMENT - 400 SE 2ND AVENUE | 10. LITTLE HAVANA |
| 2. BRICKELL | 11. MARLINS STADIUM |
| 3. DOWNTOWN/CENTRAL BUSINESS DISTRICT (CBD) | 12. JACKSON MEMORIAL & UM HOSPITALS |
| 4. BAYFRONT PARK - SHOPPING CENTER | 13. WYNWOOD |
| 5. A.A ARENA | 14. EDGEWATER (HIGH RISE DEVELOPMENTS) |
| 6. ART & SCIENCE MUSEUMS | 15. MIDTOWN |
| 7. PERFORMANCE ARTS CENTER (PAC) | 16. DESIGN DISTRICT (PALM COURT) |
| 8. PORT OF MIAMI (CRUISE PORT) | 17. AIRPORT (VIA 836 WEST) |
| 9. CITY OF MIAMI BEACH (SOUTH BEACH) | 18. GOVERNMENT CENTER - RAIL STATIONS |

HIGHWAY SYSTEM

REVISIONS / SUBMISSIONS

1831

HYATT DEVELOPMENT
400 SE 2ND AVENUE
MIAMI, FLORIDA 33130

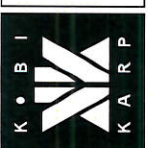
HYATT DEVELOPMENT
400 SE 2ND AVENUE
MIAMI, FLORIDA 33130

REGIONAL AERIAL
SITE CONTEXT

HYATT
155 NORTH RIVERSIDE PLAZA
CHICAGO, IL 60606
(312) 746.5867
cat.kenned@hyatt.com

KOBKARP
KOBKARP
L.L.P. # 818032578

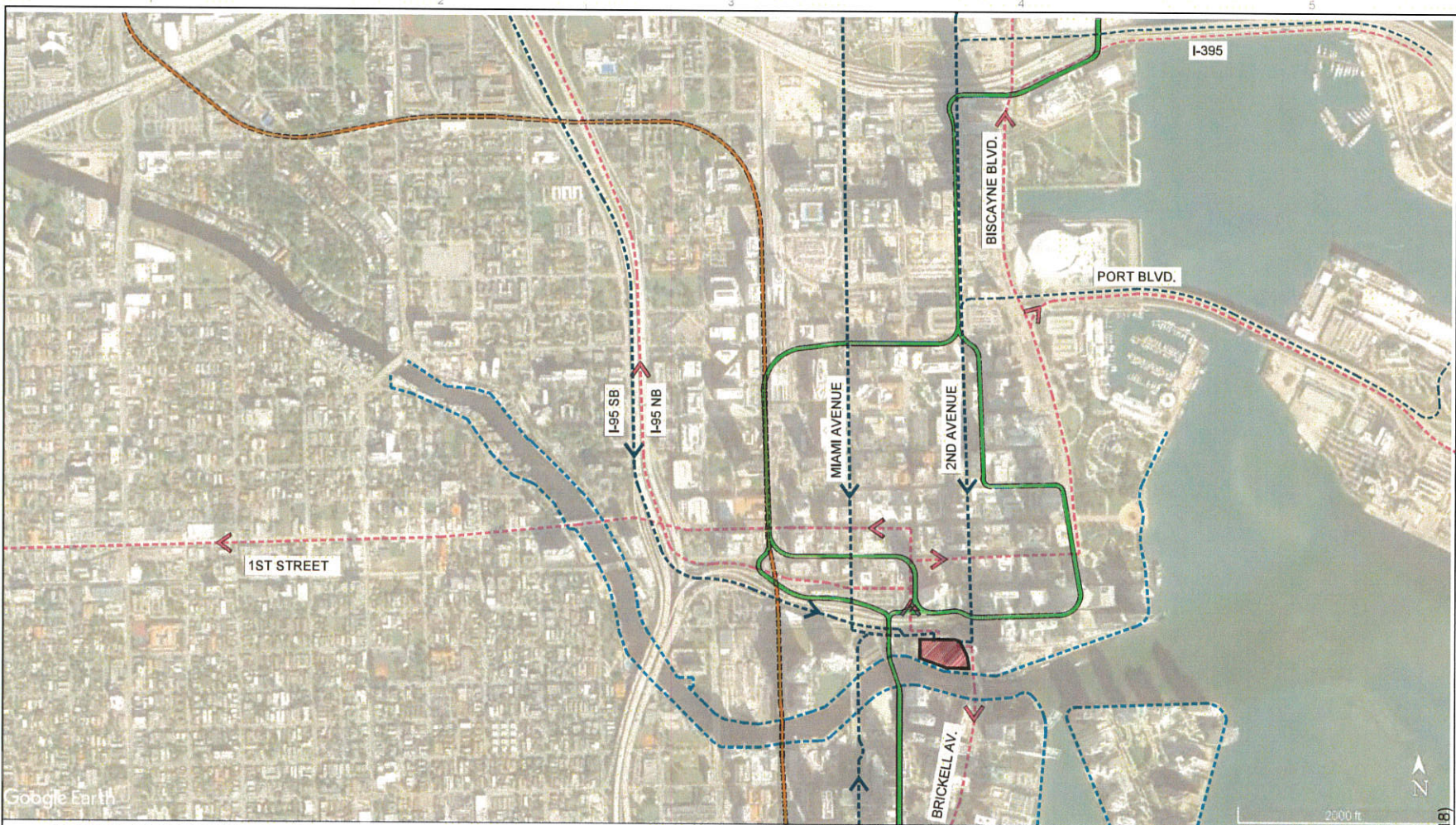
**ARCHITECTURE
INTERIOR DESIGN
PLANNING**
AIA ASID NCARB
295 BRADY BLVD
MIAMI, FL 33131
P. 305.373.1111
WWW.KOBKARP.COM



DRAWN BY: KKB
CHECKED BY: KKM
DATE: 04/30/2018







A1.24

PRESENTATION SET (04-30-2018)



1 NEIGHBORHOOD AERIAL - TRANSIT ACCESS

LEGEND:

-  SITE - 400 SE 2ND AVENUE
-  VEHICULAR ACCESS TO SITE
-  VEHICULAR ACCESS FROM SITE ENTRY
-  MIAMI RIVER GREENWAY (LOWER RIVER) FRAMEWORK
-  METROMOVER
-  METRORAIL

PRESENTATION SET (04-30-2018)

REVISIONS / SUBMISSIONS

1831

THIS DOCUMENT IS THE PROPERTY OF HYATT DEVELOPMENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF HYATT DEVELOPMENT.

<p>HYATT DEVELOPMENT 400 SE 2ND AVENUE MIAMI, FLORIDA 33130</p>	<p>NEIGHBORHOOD AERIAL TRANSIT ACCESS</p>
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<p>HYATT 150 NORTH RIVERSIDE PLAZA CHICAGO, IL 60606 (312) 760.5887 cat.kennedi@hyatt.com</p>
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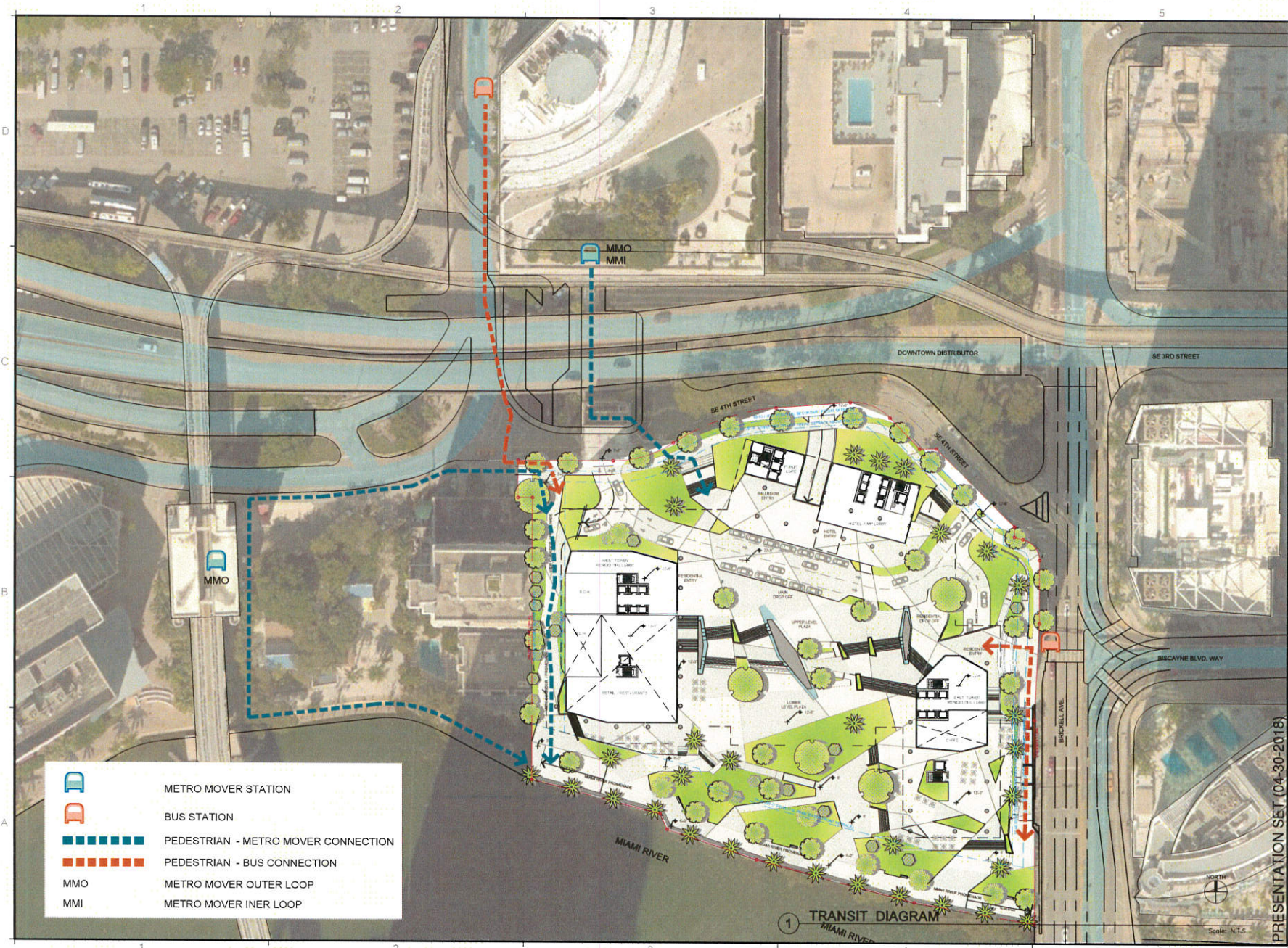
<p>KOBKARP Lic. # AR002578</p>

<p>ARCHITECTURE INTERIOR DESIGN PLANNING AIA ASID NCARB 3915 N. W. 10th Avenue Miami, FL 33150 P: 305.571.1111 F: 305.571.1108 WWW.KOBKARP.COM</p>

<p>K · B · I K A R P</p>

DRAWN BY	KKAB
CHECKED BY	KK-M.P.
DATE	09/16/18 10:00

A1.25



	METRO MOVER STATION
	BUS STATION
	PEDESTRIAN - METRO MOVER CONNECTION
	PEDESTRIAN - BUS CONNECTION
	METRO MOVER OUTER LOOP
	METRO MOVER INNER LOOP

REVISIONS / SUBMISSIONS

1831

<p>HYATT DEVELOPMENT</p> <p>400 SE 2nd AVENUE MIAMI, FLORIDA 33130</p>	<p>TRANSIT DIAGRAM</p>
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	<p>150 NORTH BIKESIDE PLAZA CHICAGO, IL 60606 (312) 766.5887 cork.kenned@hyatt.com</p>
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	<p>KOBKARP Lic. # AB0025276</p>
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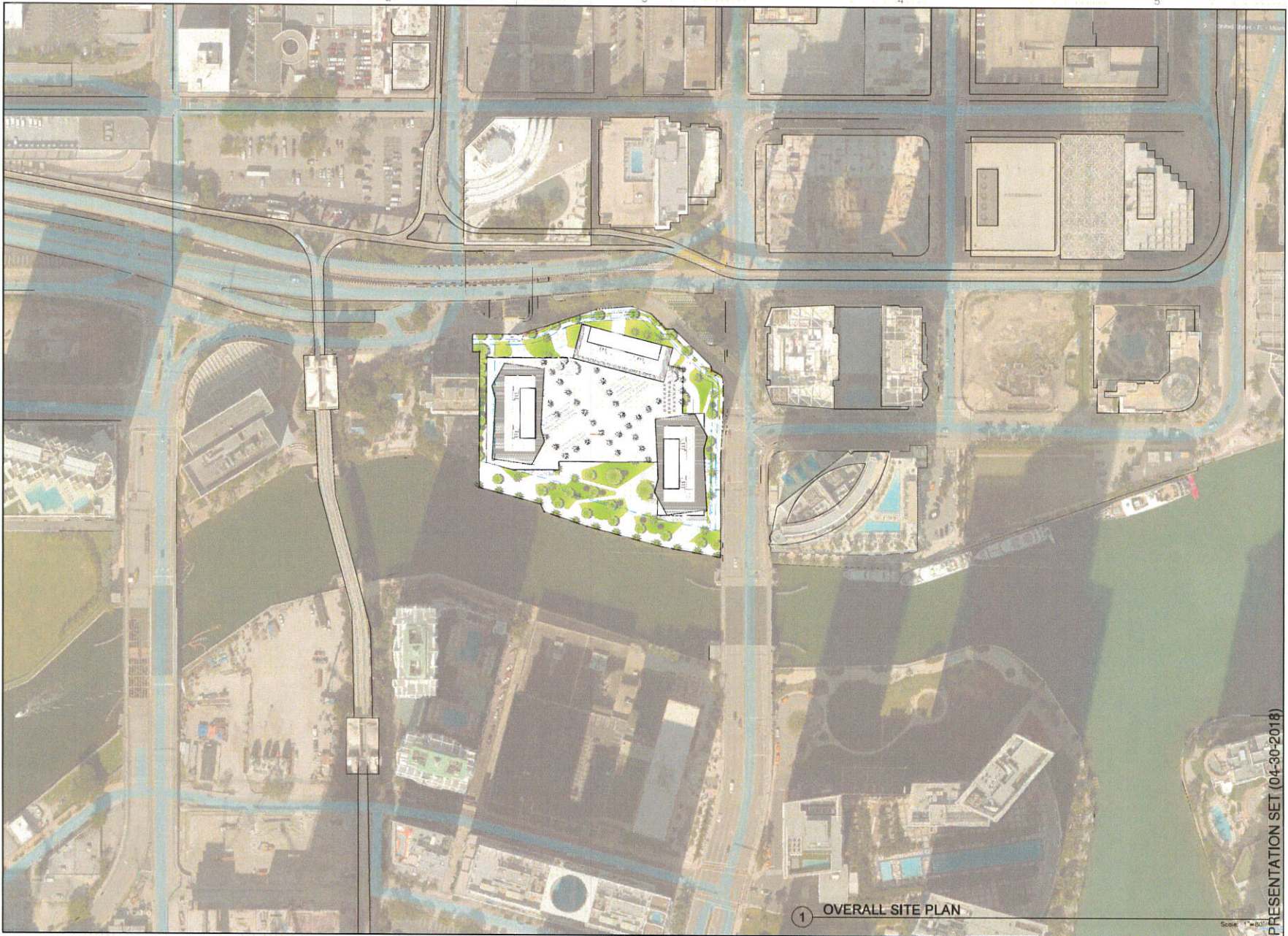
<p>ARCHITECTURE INTERIOR DESIGN PLANNING</p>	<p>AIA NCARB NCARB 2915 Biscayne Blvd, Suite 500 Miami, FL 33137 P: 305.573.3366 WWW.KOBKARP.COM</p>
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<p>K · B · I K · A · R · P</p>	<p>DRAWN BY: KKABE CHECKED BY: KK-MEP DATE: 05/18/2010</p>
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DATE: 05/18/2010

A1.202

PRESENTATION SET (04-30-2018)



1 OVERALL SITE PLAN

Scale: 1"=50'

PRESENTATION SET (04-30-2018)

REVISIONS / SUBMISSIONS

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400 SE 2nd Avenue
Miami, Florida 33130

HYATT DEVELOPMENT
400 SE 2nd Avenue
MIAMI, FLORIDA 33130

SITE PLAN

HYATT
155 NORTH BURGESS BLVD
CHICAGO, IL 60606
(312) 760-5987
cat.kennedi@hyatt.com

KOBKARP
L.L.C. # 48002578

**ARCHITECTURE
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DRAWN BY: KKAE
CHECKED BY: K.K.-M.P.
DATE: 2018.04.30

A2.00

ATTACHMENT C

DEVELOPER GUIDELINES

Hyatt shall provide preference to developers that place particular emphasis on the below guidelines and objectives when submitting their proposals:

- Development of a mixed-use river plaza, inclusive of a state-of-the-art Hyatt Hotel and other compatible uses, including, but not limited to, residential, office, meeting space, retail and public amenities;
- Incorporate plans to include either workforce housing on site or a monetary contribution to qualifying affordable housing projects, which will support attainable housing within the City and provide significant public benefits to City of Miami residents;
- Provide sufficient open and green space for a welcoming public atmosphere;
- Attract visitors to the public riverfront by providing visual and physical connections to the River from the street, including pedestrian and bicycle paths along view corridors;
- Provide for native landscape design, including shade and coverage;
- Renovate and expand the Riverwalk to encourage safe public use, walkability, connectivity, and ease of access to the nearby Fort Dallas Park and Riverwalk MetroMover Station;
- Specify plans to enhance lighting and aesthetics to connecting riverwalk, including lighting and other enhancements under the adjacent bridge;
- Facilitate access to site by means of the Knight Center MetroMover Station;
- Include sufficient on-site parking to accommodate proposed uses;
- Incorporate adaptability and flexibility to consider traffic patterns both within and surrounding the site, including potential rearrangement of the I-95 Downtown Distributor;
- Create intuitive site entrance(s) and exit(s), maximizing connectivity to surrounding traffic by increasing flexibility to enter and exit site;
- Incorporate adaptability and flexibility to provide staging areas in the event Brickell Avenue bridge is relocated or a tunnel is constructed in the future;
- Improve the revenue-producing capacity of the site while balancing public uses;
- Include long-term sustainability within design, including considerations for sea-level rise;
- Specify construction timelines, including any proposed phasing (note if phasing is proposed, riverwalk improvements must be completed before issuance of a Temporary Certificate of Occupancy for the initial phase).
- Provide demolition plans, including mitigation strategies to minimize debris within the river and surrounding areas (such as by providing riverbottom surveys or other strategies);
- Address applicable archeological concerns and Historic Preservation guidelines; and
- Incorporate a fifty (50) foot unobstructed public riverwalk/greenway at the same elevation as the connecting riverwalk.

Developers shall be required to comply with the Miami 21 Zoning Code (including applicable Historic Preservation Guidelines).