Midtown Miami West
Master Sign Package

City of Miami – Special District 27.2
February 23, 2006

Adopted pursuant to Sections 627.2.16 and 10.6.1,
City of Miami Zoning ordinance, Number 11000, as amended.
Applicable to all areas within the SD 27.2 zoning district

- Introduction
- Section 1: Site Signage Program
- Section 2: Tenant Signage Restrictions
- Section 3: Blade Sign Requirement
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- Appendix B: Site Visibility Triangle Approval
- Appendix C: Sign Ordinance SD27.2

Developers
Diversified
Realty

3300 Enterprise Parkway
Beachwood, Ohio 44122
(216) 755-5500

Version 1.03
INTRODUCTION

The Midtown Miami West District (the "District") is a mixed-use District with residential and retail uses which are serviced by several lined parking garages. This District has been designated as a Regional Activity Center by the City of Miami and is envisioned as a hub for big box retail, which does not otherwise exist within the City of Miami. The retail stores within the District will consistently serve large numbers of people, many of whom will drive to the District and park in one of the District's several lined parking garages. In order for the District to function properly, pedestrians and vehicles must be clearly directed to parking and retail areas.

The intent of the District's Master Sign Package is to (1) move pedestrian and vehicle traffic in and out of the District safely and efficiently; (2) promote safe and efficient pedestrian traffic within the District; (3) promote efficient vehicle circulation to and from the parking garages within the District; (4) identify the District to motorists along Interstate 195; and (5) create a unique identity for the District which distinguishes it from other parts of the City.

Typically, Class II permits are required for all signs within special districts. However, in order to streamline process and reduce inefficient use of City staff time, the City Code permits the approval of Master Sign Package for all special districts. Signs which conform to the Master Sign Package of the District shall not require individual Class II Special Permits. Thus, all signs within the SD 27.2 zoning district which conform to the specifications of this Master Sign Package shall not require individual Class II permit approval.
**GR 1.2.0 ONE (1) "V" SHAPED SIGN REQUIRED**

**FIND SIDE DIRECTIONAL ELEVATION (GR 1.2.0)**

ONE (1), 20 AMP 120VOLT CIRCUIT REQUIRED. PER UL 2161 SIGN MUST HAVE A DEDICATED CIRCUIT WITH A HOT, NEUTRAL AND GROUND TERMINATING AT THE PANEL.

**BACK SIDE DIRECTIONAL ELEVATION (GR 1.2.0)**

SCALE: 1" = 1'-0"

SPECIFICATIONS:

- **DOUBLE FACE ILLUMINATED "V" SHAPED MONUMENT SIGN.**
- **MATERIAL DESCRIPTION:**
  - **CABINET (A)** TO HAVE ALUMINUM FACES AND SIDED OVER INTERNAL ANGLE ALL WELDED FRAME. 1" DEEP CHANNEL ALONG EDGE OF FACE.
  - **CABINET (B)** TO HAVE ALUMINUM FACES AND SIDED OVER INTERNAL ANGLE ALL WELDED FRAME. 1" DEEP CHANNEL ALONG EDGE OF FACE.
  - **CABINET (C)** TO HAVE ALUMINUM FACES AND SIDED OVER INTERNAL ANGLE ALL WELDED FRAME. "THE SHOPS AT MIDTOWNMIAMI" TENANT AREAS TO BE ROUTED OUT OF FACES. COPY TO BE BACKED WITH WHITE PLEX AND HAVE TRANSITENT VINYL APPLIED TO FIRST SURFACE. SEE COLOR SCHEDULE FOR MATCHES. TENANT PANELS TO BE 3/16" DEEP BREAK-FORMED ALUMINUM WITH ROUTED OUT COPY AND BACKED WITH PLEX. ALL COLORS AND COPY TO BE DETERMINED.
  - **PANEL MOUNTED INTERNAL UPS AND HAVE COUNTER-SUNK SCREWS ON EDGES. CABINETS TO BE INTERNALLY ILLUMINATED WITH 800 MA. HIGH OUTPUT FLUORESCENT LAMPS AND 120 VOLT HALOGEN BALLASTS.**
  - **RED AND YELLOW ROPE LIGHT LED TO BE MOUNTED INSIDE OF CHANNEL.**
  - **120 VOLT DISCONNECT SWITCH AT BASE OF SIGN. POWER TO SIGN ON OTHERS.**
  - **FABRICATED ALUMINUM BASE OVER INTERNAL ANGLE BRACING.**
  - **SIGN TO BE THUNDER BOLTED TO CEMENT SLAB.**
  - **ILLUMINATED WHITE POLYCARBONATE LANDLORD PANELS ON BACK SIDE OF SIGN.**
  - **ALUMINUM ROOF OVER ENTIRE SIGN. PITCH AT 1/4" PER FOOT.**

**PAINT DESCRIPTION:**

- **P1** SIMULATED STUCCO (COLOR TO MATCH PM.S. 2756C BLUE).
- **P2** SIMULATED STUCCO (SATIN WHITE).
- **P3** SIMULATED STUCCO (SATIN BLACK).

**PAINT SCHEDULE:**

- **P-1**: PM.S. 2756C BLUE
- **P-2**: SATIN WHITE
- **P-3**: SATIN BLACK
- **P-8**: PM.S. 106C RFD-VYNYL
- **P-9**: PM.S. 126C YELLOW-VYNYL

SIGN MUST BE GROUNDED IN COMPLIANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRIC CODE.

The Shops at Midtown Miami - Master Sign Package

Section 1: Site Sign Package
SOUTH BLOCK TENANT

TENANT NAME HERE

CIRCUIT 1

CIRCUIT 2

CIRCUIT 3

W

TENANT NAME HERE

TARGET

WEST ELM

TENANT NAME HERE

SOUTH AVE A BUILDING ELEVATION

SCALE 1/2" = 1'-0"

44TH STREET BUILDING ELEVATION

SCALE 1/2" = 1'-0"
The Shops at Midtown Miami – Master Sign Package

Section 1: Site Sign Package

Target

BS.1.4.0 BANNER DETAIL

TARGET COPY: 6'-0" HIGH X 25'-0" LONG
5.0 X 25.0 = 125.0 S.F.
175.50 ALLOWED

MATERIAL DESCRIPTION

M1 606 ALUMINUM RETURNS. FINISH TO BE SPRAYED BLACK.
125 ALUMINUM BACKS. INSIDE OF LETTERS WHITE. ALL PAINTS TO BE INDUSTRIAL POLYURETHANE FINISH.

M2 1" BLACK TRIM-CAP

M3 WHITE FLEX FACES WITH BLACK PERFORATED VINYL (BLACK DURING THE DAY AND WHITE AT NIGHT) APPLIED TO FIRST SURFACE OF FACES.

M4 15MM 6500 WHITE NEON

M5 DOUBLE BACK ELECTRODES WITH U.L. APPROVED ELECTRODE BOOTS AND 15000 VOLT GTO WIRE.

M6 CROSS BRACING BETWEEN RETURNS FOR TUBE SUPPORTS.

M7 242 X 25" WEEP HOLES AS REQUIRED.

M8 METAL TUBING WELDED TO LETTERS & TO CROSS BRACING.

M9 ELECTRICAL THROUGH SUPPORT TUBING.

M10 30 M.A. NORMAL POWER FACTOR TRANSFORMERS (GROUND FAULT PROTECTED AND 2161 U.L. APPROVED).

M11 20 AMP. DISCONNECT SWITCH ON OUTSIDE OF LETTERS.

URGENT - ATTENTION ELECTRICANS

CIRCUITS REWIRED TO BE DETERMINED (120 VOLT)

SIGN MUST BE GROUNDED IN COMPLIANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRIC CODE.
ONE (1) ENTIRE GARAGE SIGN REQUIRED FOR N.E. 32ND ST

ONE (1) 20 AMP, 120 VOLT CIRCUIT REQUIRED.
PER U.L. 2161 SIGN MUST HAVE A DEDICATED CIRCUIT
WITH A HOT, NEUTRAL AND GROUND TERMINATING AT THE PANEL.

DO NOT ENTER

MONTHLY PARKING ON 2ND LEVEL ONLY
RESIDENTIAL PARKING ON LEVELS 3 & 4

MOUNTED TO 6" ALUMINUM RACEWAY, FINISH TO BE SPRAYED TO MATCH WALL.

CABINET SPECIFICATIONS:
10" DEEP SINGLE FACE, ALL ALUMINUM CONSTRUCTED CABINET WITH 1 1/2" ALUMINUM RETAINERS AND DIVIDER BARS. FINISH TO BE SPRAYED BLUE. FACE TO BE WHITE FLAT PLEX WITH TRANSLUCENT VINYLS APPLIED TO FIRST SURFACE, CABSINETS TO BE INTERNALLY ILLUMINATED WITH 800 M.A. HIGH OUTPUT FLUORESCENT LAMPS AND 120 VOLT H.O. BALLAST.
ONE (1) ENTIRE GARAGE SIGN REQUIRED FOR N.E. 31TH ST
TWO (2) 20 AMP 120 VOLT CIRCUITS REQUIRED.
PER U.L. 2561 SIGN MUST HAVE A DEDICATED CIRCUIT
WITH A HOT, NEUTRAL AND GROUND TERMINATING AT THE PANEL.

ENTRANCE

PETSMART
FUTURE RETAIL
MONTHLY PARKING ON 5TH FLOOR

PARKING

DO NOT ENTER

CABINET SPECIFICATIONS:
10" DEEP SINGLE FACE, ALL ALUMINUM CONSTRUCTED CABINET WITH 1 1/2" ALUMINUM RETAINERS AND DIVIDER BAR. FINISH TO BE SPRAYED WHITE. FACE TO BE WHITE FLAT PLEX WITH TRANSLUCENT VINYLS APPLIED TO FIRST SURFACE. CABINETS TO BE INTERNALLY ILLUMINATED WITH 800 M.A. HIGH OUTPUT FLUORESCENT LAMPS AND 120 VOLT H.O. BALLAST.

LETTER SPECIFICATIONS:
5" DEEP, ALL ALUMINUM CONSTRUCTED, WHITE PLEX FACE CHANNEL LETTERS. RETURNS TO BE BLUE. JEWELITE BLUE. 15 MM 6500 WHITE NEON WITHIN LETTERS. LETTERS TO BE MOUNTED TO 6" ALUMINUM RACEWAY, FINISH TO BE SPRAYED TO MATCH WALL.

CABINET SPECIFICATIONS:
10" DEEP SINGLE FACE, ALL ALUMINUM CONSTRUCTED CABINET WITH 1 1/2" ALUMINUM RETAINERS AND DIVIDER BARS. FINISH TO BE SPRAYED BLUE. FACE TO BE WHITE FLAT PLEX WITH TRANSLUCENT VINYLS APPLIED TO FIRST SURFACE. CABINETS TO BE INTERNALLY ILLUMINATED WITH 800 M.A. HIGH OUTPUT FLUORESCENT LAMPS AND 120 VOLT H.O. BALLAST.

SIGN DETAIL
SCALE: 1" = 1'-0"
TWO (2) SETS OF LETTERS AND CABINETS REQUIRED.

SOUTH (PARTIAL) ELEVATION
SCALE: 1/8" = 1'-0"
**TWO (2) D/F SIGNS REQUIRED**

SEE LAYOUTS ON NEXT PAGE

ONE (1) 20 AMP 120 VOLT CIRCUIT REQUIRED FOR EACH SIGN. EACH CIRCUIT MUST HAVE A DEDICATED CIRCUIT WITH A HOT, NEUTRAL AND GROUND AND TERMINATING AT THE PANEL.

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### MATERIAL DESCRIPTION

**M1**

CABINET (A) TO HAVE ALUMINUM FACES AND SIDED OVER INTERNAL ANGLE ALL WELDED FRAME. "THE SHOPS AT MIDTOWN MIAMI" TO BE ROUTED OUT OF FACES AND TO BE BACKED PLEX. SEE COLOR SCHEDULE FOR MATCHES.

**M2**

CABINET (B) WHITE TO HAVE ALUMINUM FACES AND SIDED OVER INTERNAL ANGLE ALL WELDED FRAME. "THE SHOPS AT MIDTOWN MIAMI" TO BE ROUTED OUT OF FACES AND TO BE BACKED PLEX. SEE COLOR SCHEDULE FOR MATCHES.

**M3**

CABINET (C) TO HAVE ALUMINUM FACES AND SIDED OVER INTERNAL ANGLE ALL WELDED FRAME. "THE SHOPS AT MIDTOWN MIAMI" TO BE ROUTED OUT OF FACES AND TO BE BACKED PLEX. SEE COLOR SCHEDULE FOR MATCHES.

**M4**

PARKING SYMBOLS AND ARROWS TO BE 1/2" THICK WHITE PUSH-THRU PLEX. ARROWS TO HAVE BLUE TRANSLUCENT VINYL APPLIED TO FIRST SURFACE.

**M5**

CABINET (D) TO BE INTERNALLY ILLUMINATED WITH 800 M.A. HIGH OUTPUT FLUORESCENT LAMPS AND 120 VOLT H.O. BALLASTS.

**M6**

RED AND YELLOW ROPE LED TO BE MOUNTED INSIDE OF CHANNEL.

**M7**

120 VOLT DISCONNECT SWITCH AT BASE OF SIGN. POWER TO SIGN BY OTHERS.

**M8**

SUPPORTS: SIZE TO BE DETERMINED BY STATE OF FLORIDA CERTIFIED ENGINEER. ESTIMATED SIZE REQUIRED FROM GRADE: TWO (2) 3" ROUND #7.58 ASTM A53B STEEL PIPES. SM - 1.72

**M9**

FOUNDATION: SIZES TO BE DETERMINED BY STATE OF FLORIDA CERTIFIED ENGINEER. ESTIMATED SIZES: 1'-6" X 1'-6" X 3'-0" DEEP. 0.50 CUBIC YARDS OF CONCRETE.

**M10**

TENANT PANELS TO BE 3/14" DEEP! BREAK-FORMED.090 ALUMINUM WITH ROUTED OUT COPY AND BACKED WITH PLEX. ALL COLORS AND COPY TO BE DETERMINED.

### PAINT DESCRIPTION

**P1**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 2756C BLUE).

**P2**

SIMULATED STUCCO (SATIN WHITE).

**P3**

SIMULATED STUCCO (SATIN BLACK).

**P4**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P5**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 2756C BLUE).

**P6**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P7**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P8**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P9**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P10**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P11**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P12**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P13**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P14**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P15**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

**P16**

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 123C BLACK).

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SIGN MUST BE GROUNDED IN COMPLIANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRIC CODE.
The Shops at Midtown Miami – Master Sign Package

Section 1: Site Sign Package

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MATERIAL DESCRIPTION

CABINET (A) TO HAVE ALUMINUM FACES AND SIDED OVER INTERNAL ANGLE ALL WELDED FRAME. 1" DEEP CHANNEL ALONG EDGE OF FACE. COPY ROUTED OUT.

CABINET (B) WHITE TO HAVE ALUMINUM FACES AND SIDED OVER INTERNAL ANGLE ALL WELDED FRAME. 1" DEEP CHANNEL ALONG EDGE OF FACE. COPY ROUTED OUT.

CABINET (C) TO HAVE ALUMINUM FACES AND SIDED OVER INTERNAL ANGLE ALL WELDED FRAME. COPY AND DIRECTORY MAP TO BE ROUTED OUT OF FACES. ALL "DIRECTORY" COPY TO BE 1/2" WHITE PUSH-THRU CUT OUT PLEX LETTERS.

CABINETS TO BE INTERNALLY ILLUMINATED WITH 800 M.A. HIGH OUTPUT FLUORESCENT LAMPS AND 120 VOLT H.O. BALLASTS. RED AND YELLOW ROPE I-LIGHT LED TO BE MOUNTED INSIDE OF CHANNEL.

120 VOLT DISCONNECT SWITCH AT BASE OF SIGN. POWER TO SIGN TO BE SUPPLIED BY OTHERS.

FABRICATED ALUMINUM BASE OVER INTERNAL ANGLE BRACING.

SUPPORTS: SIZE TO BE DETERMINED BY STATE OF FLORIDA CERTIFIED ENGINEER. ESTIMATED SIZE REQUIRED FROM GRADE: ONE (1) 5" ROUND #14.62 ASTM A530 STEEL PIPES. SM - 5.65.

FOUNDATION: SIZE TO BE DETERMINED BY STATE OF FLORIDA CERTIFIED ENGINEER. ESTIMATED SIZE: 2'-0" X 1'-6" X 3'-0" DEEP: .33 CUBIC YARDS OF CONCRETE.

DIRECTORY MAP TO HAVE CLEAR POLYCARBONATE FACES WITH DURA-TRANS (CHANGEABLE) DIGITAL PRINT ON BACK.

ALUMINUM ROOF OVER ENTIRE SIGN. PITCH BACK AT 114° PER FOOT.

PAINT SCHEDULE

P1 SIMULATED STUCCO (COLOR TO MATCH P.M.S. 2756C BLUE).
P2 SIMULATED STUCCO (Satin White).
P3 SIMULATED STUCCO (Satin Black).

PAINT DESCRIPTION

SIMULATED STUCCO (COLOR TO MATCH P.M.S. 2756C BLUE).

SIMULATED STUCCO (SATIN WHITE).

SIMULATED STUCCO (SATIN BLACK).

P1 30% WHT/70% P.C. 45% WHT/55% P.C. 60% WHT/40% P.C.

SIGN MUST BE GROUNDED IN COMPLIANCE WITH ARTICLE 680 OF THE NATIONAL ELECTRIC CODE.
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Section 1: Site Sign Package

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Section 1: Site Sign Package
FIVE (5) D/F PARKING DIRECTIONAL SIGNS

ROUND FINISH ON TOP OF POST, FINISH TO BE SPRAYED RED.

1/8” ALUMINUM PANEL WITH WHITE AND BLUE REFLECTIVE VINYL APPLIED TO FIRST SURFACE OF BOTH SIDES. PANEL IS WELDED TO 3” ALUMINUM PIPE.

3” DIA. ALUMINUM PIPE, FINISH TO BE SPRAYED YELLOW. PIPE 2’ 4” INTO GROUND AND SECURED WITH CONCRETE FOUNDATION.
A. Signage and Graphics

General Sign Criteria

Tenant signage is expected to enhance and extend the spirit of the urban atmosphere of the Project, clearly displaying the retail name and function, while also serving as an expression of the high quality of merchandise and services within.

Graphic Design shall be imaginative, simple and clear. Signage shall be limited to the Tenant name and/or logo. Additional iconography for Tenants will be considered (at the sole discretion of the Landlord) as long as it contributes to the overall identity of the store. Tenants are expected to retain the services of a professionally trained Graphic Designer to create their (identity and) sign program.

1. Tenant Submission and Approval Process

A. Landlord's review process for signage will be required of all Tenants to assure compatibility with the architecture and to verify compliance with these guidelines. There will be two (2) sequential submittal reviews to be presented to the Landlord:

   Step 1: Concept submittal drawings indicating the sign(s) design, color, size and location(s). Sign(s) should be shown superimposed in scale on the Architect's most recent building elevations and plans.

   Step 2: The Sign Fabricator's shop drawing submittal providing comprehensive details such as construction methods, engineering, structural attachments, materials, power requirements, illumination levels, transformer locations, etc. Again, all sign(s) should be shown superimposed in scale on the Architect's most recent building elevations and plans.

B. All Tenants shall refer to City of Miami Zoning Regulations for the specific requirements of this district. The City of Miami will not require zoning approval as long as the Tenant's sign meets the established signage criteria within the zoning ordinances of this district. Tenant is responsible for acquiring the sign permit(s) if the signage does not meet this zoning criteria, including any and all costs for such approval. Landlord approval is required for all signage prior to obtaining City approval. A copy of the zoning ordinance is contained within Appendix C. Allowable signage areas are included in Appendix C-3.

C. All costs associated with the Tenant's signs and awnings, including design, approval process, permitting, construction, coordination and installation, any additionally required structural and electrical infrastructure will be borne by Tenant. This also includes removal of all signs and repair of fixtures to original condition upon the expiration or termination of Tenant's lease.

2. Allowable Signage Area

In all cases, total Tenant sign area is calculated by adding up the areas of each rectangle, circle or triangle shape required to encompass all of the elements of each sign (see Appendix C for example).

A. Anchor Tenants (stores exceeding 80,000 sq. ft.)

1. Total Tenant signage is not to exceed two and one half (2.5) square feet per linear foot of store frontage.

2. Anchor Tenants may install signs on no more than (2) two of its facades:
   a. Major identification sign with a maximum letter height of 6'-0" and square footage of 400 sq. ft.
   b. Minor identification sign highlighting the entry with a maximum letter height of 2'-0" and square footage of 300 sq. ft.
   c. Awning/canopy signage, as conditions allow.
   d. Window signage/graphics/hours of operation

3. Parking garage signage is oriented based upon adjacent Anchor and Major Tenants. Anchor Tenants may install signs, on each level of adjacent parking garage (if applicable), one (1) wall identification sign per level highlighting the adjacent vertical core. These signs are restricted to be:
   a. Individual letterform logos constructed with acrylic/plexiglass. A minimum depth of 2" and a maximum letter height of 1'-0" and square footage of 16 sq. ft. is permitted. This sign size is not included in the calculation of the Tenant's total signage area.

4. Anchor Tenants have the opportunity, if agreed, to in the Tenant's lease to be represented as one of seven large scale graphic scims that comprise the Project's Primary Identification Presence located on the North Block garage facing Highway I-95. The cost for signage structure with lighting system and vinyl scims is to be paid for by the tenant. Each participant is allowed to provide a 12' x 27' design, output onto vinyl scims, that reflects his or her goods and services portrayed in a colorful, graphic and dynamic manner. Total Tenant logotype area of each scrim is not to exceed 50% of the 13' x 27' area. This sign opportunity is not included in the calculation of the Tenant's total signage area.

B. Major Tenants (stores between 8,000 and 80,000 sq. ft.)

1. Total Tenant signage is not to exceed two and one half (2.5) square feet per linear foot of store frontage.

2. Major Tenants may install signs on no more than (2) two of its facades:
   a. Major identification sign with a maximum letter height of 6'-0" and square footage of 200 sq. ft.
   b. Awning/canopy signage, as conditions allow.
   c. Window signage/graphics/hours of operation, limited to the restrictions of the sign ordinance.

3. Parking garage signage is oriented based upon adjacent Anchor and Major Tenants. Anchor Tenants may install signs, on each level of adjacent parking garage (if applicable), one (1) wall identification sign per level highlighting the adjacent vertical core. These signs are restricted to be:
   a. Individual letterform logos constructed with acrylic/plexiglass. A minimum depth of 2" and a maximum letter height of 2'-0" and square footage of 16 sq. ft. is permitted. This sign size is not included in the calculation of the Tenant's total signage area.

4. Anchor Tenants have the opportunity, if agreed, to in the Tenant's lease to be represented as one of seven large scale graphic scims that comprise the Project's Primary Identification Presence located on the North Block garage facing Highway I-95. The cost for signage structure with lighting system and vinyl scims is to be paid for by the tenant. Each participant is allowed to provide a 12' x 27' design, output onto vinyl scims, that reflects his or her goods and services portrayed in a colorful, graphic and dynamic manner. Total Tenant logotype area of each scrim is not to exceed 50% of the 13' x 27' area. This sign opportunity is not included in the calculation of the Tenant's total signage area.

C. Inline Tenants and Restaurants (below 8,000 sq. ft.)

1. Tenants below 8,000 sq. ft. are allowed a total of 50 sq. ft. of signage.

2. Inline Tenants/Restaurants may install signs on its (up to 2, if applicable) facade:
   a. Major identification sign with a maximum letter height of 2'-0" and square footage of 50 sq. ft.
   b. Awning/canopy signage, as conditions allow.
   c. Window signage/graphics/hours of operation, limited to the restrictions of the sign ordinance.

3. All Tenants refer to City of Miami Zoning Regulations for the specific requirements of this district. The City of Miami will not require zoning approval as long as the Tenant's signs meet the established criteria within the zoning ordinances of this district. Signage will be required to be submitted as part of the building permit. Tenant is responsible for acquiring the separate sign permit(s) if the signage does not meet these zoning criteria, including any and all costs for it.
Blade Sign Locations - Mid-Block East

The Shops at Midtown Miami - Master Sign Package

Section 3 - Blade Sign Requirements
DOWNLIGHTS IN CANOPY FOR SIGNAGE ILLUMINATION
(2) FIXTURES AT EACH SIGNAGE LOCATION

SIGN ATTACHED TO CANOPY ABOVE CENTERED IN PANEL

MAXIMUM SIGN PANEL AREA OF 7 S.F.

DECORATIVE SCROLLED PLATE OVER STEEL BASE PLATE

1/2" UV RATED ACRYLIC PANEL W/ 1/4" PLASTIC SIGN PANEL ATTACHED TO BOTH SIDES: COLOR, GRAPHICS, AND COPY PER TENANT DESIGN

1 1/2" X 1 1/2" PAINTED STEEL TUBE SUPPORT STRUCTURE

The Shops at Midtown Miami

RECEIVERS DIVERSIFIED REALTY*

FORUM Architects

North Block - West Elevation
Section

Tenant Signage - Type A - Canopy Mount

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Section 3 - Blade Sign Requirements
Section 3 - Blade Sign Requirements

**Tenant Signage - Type B - Canopy Mount**

- **Max. Sign Panel Area:** 7 sf
- **Max. Projection:** 5'-6" (for sign panel)

**Details:**
- **Base Plate:** Steel flange welded to steel tube
- **Support Structure:** 1 1/2" x 1 1/2" painted steel tube
- **Graphics and Copy:** Per tenant design
- **Acrylic Discs:** In between (2) 1/4" translucent acrylic discs
- **Development Logo:** Vinyl development logo in between (2) 1/4" translucent acrylic discs
- **Escutcheon Plate:** Decorative escutcheon plate over steel base plate
- **Canopy Mount:** 10-15-05

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**The Shops at Midtown Miami**

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**Architects:** FORUM Architects

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**Developers:** Diversified Realty
The Shops at Midtown Miami - Master Sign Package

**Tenant Signage - Type D - Wall Mount**

- **VINYL DEVELOPMENT LOGO IN-BETWEEN (2)**
- **1/4" TRANSLUCENT ACRYLIC DISCS**
- **STEEL FLANGE WELDED TO STEEL TUBE**
- **DECOORATIVE ESCUTCHEON PLATE OVER STEEL BASE PLATE**
- **1 1/2" X 1 1/2" PAINTED STEEL TUBE SUPPORT STRUCTURE**
- **1/8" UV RATED ACRYLIC PANEL W/ 1/4" PLASTIC SIGN PANEL ATTACHED TO BOTH SIDES - COLOR, GRAPHICS, AND COPY PER TENANT DESIGN**

**SECTION**

- **MIDTOWN HATTER**
- **5'6" MAX. PROJECTION (FOR SIGN PANEL)**
- **6'-0" ABOVE SIDEWALK**
- **TCP AND BOTTOM FRAME MEMBERS CENTERED IN-BETWEEN STUCCO REVEALS**
- **MAXIMUM SIGN PANEL AREA OF 7.5 FT²**
- **SIGN ATTACHED TO PLASTER BETWEEN STOREFRONT SECTIONS**
- **WALL MOUNTED (2) LAMP FIXTURE FOR SIGNAGE ILLUMINATION - FACTORY FINISH TO MATCH STEEL FRAMES**

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**Details**

- **The Shops at Midtown Miami**
- **Developers: Diversified Realty**
- **Architects: Archicad Architects**
The Shops at Midtown Miami

Tenant Signage - Type E - Wall / Soffit Mount

Mid-Block East - West Elevation

Section

The Shops at Midtown Miami – Master Sign Package

06/13/06

Section 3 - Blade Sign Requirements
COVENANT TO RUN WITH THE LAND

THIS COVENANT (hereinafter the "Covenant"), made and entered into this 20th day of June, 2005, by and between DDR MIAMI AVENUE, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, with offices at 3300 Enterprise Parkway, Beachwood, OH 44122, (hereinafter called "COVENANTOR"), and the CITY OF MIAMI, FLORIDA, a municipal corporation of the State of Florida, in the County of Miami-Dade County, party of the second part (hereinafter called "CITY");

WHEREAS, COVENANTOR is the fee owner of parcels of land located in Miami, Florida, and more particularly described in the attached Exhibit "A" (hereinafter called "PROPERTY");

WHEREAS, COVENANTOR has requested permission from CITY to construct non-standard improvements within the dedicated public rights-of-way of the portions of Buena Vista Avenue, Midtown Boulevard, N. Miami Avenue, and NE 36th, NE 34th, NE 32nd, and NE 31st Streets that abut the PROPERTY; and

WHEREAS, the non-standard improvements (hereinafter collectively called "IMPROVEMENTS") shall include, but not be limited to, the items listed in Exhibit "B", attached hereto, and related structures; and

WHEREAS, COVENANTOR will prepare and submit a master permit application (the "MASTER PERMIT"), for consideration and approval in accordance with applicable laws, to the CITY which will contain the proposed location of certain IMPROVEMENTS, namely signage and street furniture; and

WHEREAS, the portion of NE 36th Street adjacent to the PROPERTY is under the jurisdiction of the Florida Department of Transportation (hereinafter called "FDOT"); and

WHEREAS, FDOT requires that the CITY act as Permittee for the construction and maintenance of the improvements within FDOT right-of-way; and

WHEREAS, CITY requires the execution of this covenant running with the land as a condition precedent to its acting as Permittee and to the transferring of FDOT permission to COVENANTOR to construct the IMPROVEMENTS within the dedicated public right-of-way of NE 36th Street;

WHEREAS, the portion of N. Miami Avenue adjacent to the PROPERTY is under the jurisdiction of Miami-Dade County (hereinafter called "COUNTY"); and

WHEREAS, COUNTY requires that the CITY act as Permittee for the construction and maintenance of the improvements within COUNTY right-of-way; and

WHEREAS, CITY requires the execution of this covenant running with the land as a condition precedent to its acting as Permittee and to the transferring of COUNTY permission to COVENANTOR to construct the IMPROVEMENTS within the dedicated public right-of-way of N. Miami Avenue;

NOW THEREFORE, in consideration for the express grant by CITY of the right and license to allow the construction and maintenance of the IMPROVEMENTS within the dedicated right-of-way of Buena Vista Avenue, Midtown Boulevard, N. Miami Avenue, and NE 36th, NE 34th, NE 32nd, and NE 31st Streets, subject to the terms and conditions set forth herein, COVENANTOR does hereby covenant and agree with CITY as follows:

1. The foregoing recitals are true and correct and are made a part hereof.

2. COVENANTOR (on its own behalf or through its agents, representatives, heirs, assigns, and/or designees) is hereby allowed to install, construct, improve, modify, move, and/or use the aforementioned IMPROVEMENTS within the public right-of-way of Buena Vista Avenue, Midtown Boulevard, N. Miami Avenue, and NE 36th, NE 34th, NE 32nd, and NE 31st Streets in accordance with 1) the design guidelines established and adopted as provided by law for the Midtown Miami Community Development District, 2) the MASTER PERMIT and 3) FDOT, COUNTY and CITY standards and specifications not in express conflict therewith. COVENANTOR is hereby allowed to maintain, replace, repair, and remove permitted IMPROVEMENTS within these public rights-of-way. COVENANTOR may seek administrative modification of the MASTER PERMIT to install, construct, improve, modify, move, and add certain IMPROVEMENTS, namely signage and street furniture, not contained within the MASTER PERMIT. COVENANTOR may appeal all administrative determinations necessary to implement this Covenant to the City Zoning Board and City Commission pursuant to the procedures set forth in Article 18 and Article 20 of the City of Miami Zoning Ordinance, as applicable.

3. In the event COVENANTOR, its agents, representatives, designees, heirs, successors, or assigns fails in the reasonable discretion of the CITY Director of the Department of Public Works to properly maintain the IMPROVEMENTS, or any part thereof, so that they become a hazard to the health, welfare, or safety of the general public, CITY shall give COVENANTOR written notice of such failure via certified mail, return receipt requested, with copies to any mortgagees who has given written notice of its lien to the CITY, and COVENANTOR shall within thirty (30) days from receipt of such notice either (i) restore the IMPROVEMENTS, or any part thereof, to a safe condition reasonably satisfactory to CITY or (ii) remove the IMPROVEMENTS, or any part thereof, and restore the right-of-way to current CITY standards at no cost or expense to CITY.

4. In the event COVENANTOR, its heirs, successors, or assigns fails to either (i) restore the IMPROVEMENTS, or any part thereof, to a safe condition reasonably probably...
satisfactory to CITY, or (ii) remove the IMPROVEMENTS, or any part thereof, and restore the right-of-way within the specified time as set forth in Paragraph 3. CITY may restore or remove the offending IMPROVEMENTS, and the reasonable cost of such restoration or removal shall be declared and established as a special assessment lien against the PROPERTY and enforced by any method for the enforcement of liens provided for under the laws of the State of Florida and/or the Code and Ordinances of Miami-Dade County and/or the City of Miami. The COVENANTOR shall be liable for reasonable attorneys' fees and costs of collection incurred by the CITY in any action to foreclose such a lien or otherwise recover costs of restoration or removal of the offending IMPROVEMENTS or any part thereof. The City may, at its discretion, bring such additional civil actions and/or counts for specific enforcement of this covenant and/or breach of this covenant as are allowed by Florida law.

5. COVENANTOR further covenants and agrees not to pursue any legal remedy against CITY for any damage, consequential or otherwise, to non-offending IMPROVEMENTS, or any part thereof, resulting from the removal of offending IMPROVEMENTS or any part thereof from the dedicated public right-of-way pursuant to Paragraph 4.

6. COVENANTOR shall indemnify, defend, and hold harmless CITY, its officials and employees (i) from and against any claims, demands, liabilities, losses, or causes of action arising out of the use, construction, maintenance, or removal of IMPROVEMENTS or any part thereof, (ii) from and against any orders, judgments, or decrees which may be entered against CITY with respect to the use, construction, maintenance, or removal of IMPROVEMENTS or any part thereof (iii) all reasonable costs, attorneys' fees, expenses, and liabilities incurred in the investigation or defense of such claim.

7. COVENANTOR shall indemnify, defend, hold harmless CITY, its officials and employees (i) from and against any and all claims, liability, loss, and causes of action of any nature which may arise out of the granting of this Covenant or out of COVENANTOR's activities under this Covenant, including all negligence, acts or omissions on the part of COVENANTOR or any of COVENANTOR's agents, (ii) from and against any orders, judgments or decrees which may be entered against CITY with respect to the granting of this Covenant or out of COVENANTOR's activities under this Covenant, including all acts or omissions on the part of COVENANTOR or any of COVENANTOR's agents, and (iii) from and against all reasonable costs, attorneys' fees, expenses and liabilities incurred in the investigation or defense of any such claim. The foregoing indemnities shall be construed to comply with 768.28, Fla. Stat. and shall survive the cancellation or rescission of this Covenant.

8. COVENANTOR shall keep in full force and effect at all times during the exercise of this COVENANT, the insurance coverages as shown in EXHIBIT "C".

The policy shall be issued either by a State of Florida-licensed insurance company rated A+ or better by A.M. Best's Key Rating Guide or by another insurance company agreed upon by COVENANTOR and CITY. The insurance carrier for the policy must be rated no less than A rating as to management and no less than Class V as to strength by the latest edition of Best's Insurance Guide and must be approved by the CITY Risk Management Division.

The policy shall cover products and completed operations, contractual liability, explosion, collapse, and underground liability. The insurance policy shall be procured and premiums paid by COVENANTOR. The term and any renewals thereof shall continue uninterrupted for the term of the Covenant.

CITY shall be named as Additional Insured under the policy. A certificate of insurance bearing CITY as "Additional Insured" shall in no way relieve COVENANTOR of the obligation to add CITY as "Additional Insured" to the actual insurance policy. The insurance policy shall provide (i) that CITY be given at least thirty (30) days advance written notice of any material changes to, or cancellation or non-renewal of, any policy, and (ii) that, in the event of such material change, cancellation, or non-renewal notification, COVENANTOR shall immediately procure another policy subject to the requirements of this Covenant. CITY shall receive a copy of the certificate of insurance for such replacement policy at least ten (10) days prior to the effective date of any material change, cancellation, or non-renewal of the previous policy.

If CITY does not timely receive such certificate, then CITY shall provide COVENANTOR with written notice thereof, and if COVENANTOR does not deliver such certificate within fifteen (15) days after receipt of such written notice, then CITY shall have the right to immediately secure a similar insurance policy in its name, and COVENANTOR shall be liable for any monies due under such insurance policy. If COVENANTOR does not reimburse CITY for all such insurance costs, CITY shall have the right to declare and establish such costs as a lien on the PROPERTY of COVENANTOR, enforceable by any lawful means. COVENANTOR agrees to increase, upon written request by CITY, the limits of the required comprehensive liability insurance policy. CITY’s increase request shall be reasonable. Proof of the foregoing required insurance shall be supplied to the CITY upon request.

9. It is expressly understood and agreed that this instrument shall be binding upon CITY AND COVENANTOR and also upon their heirs, successors in interest, or assigns, and shall be a condition implied in any conveyance or other instrument affecting the title to the PROPERTY or any portion thereof.

10. Any notice, request, demand, approval, or consent given or required to be given under this Covenant shall be in writing and shall be deemed as having been given when mailed by United States registered or certified mail (return receipt requested), postage prepaid, to the other parties at the addresses stated below or at the last address provided by a party to the other party at which to receive notice:
COVENANTOR:  
DDR Miami Avenue LLC  
3300 Enterprise Parkway  
Beachwood, OH 44122  
Attn: Executive Vice President

and

DDR Miami Avenue LLC  
3300 Enterprise Parkway  
Beachwood, OH 44122  
Attn: General Counsel

CITY:  
CITY MANAGER  
CITY OF MIAMI  
444 S.W. 2nd Avenue  
Miami, Florida 33130

and

DIRECTOR OF PUBLIC WORKS  
CITY OF MIAMI  
444 S.W. 2nd Avenue  
Miami, Florida 33130

11. COVENANTOR expressly acknowledges (i) that the permission granted by the CITY to construct the IMPROVEMENTS on CITY owned land is solely for the limited purposes set forth herein and does not constitute a lease, (ii) the CITY retains possession and control of property owned by the CITY, (iii) if COVENANTOR breaches any term of this Covenant, receives written notice of such breach from CITY, and does not timely cure such breach, within sixty (60) days after receipt of such written notice (provided, however, that in the event that such cure cannot reasonably be completed within such sixty (60) day period, then COVENANTOR shall have such additional cure period as is reasonably required provided that COVENANTOR commences such cure within such sixty (60) day period and diligently pursues the same until completion), then CITY may unilaterally revoke the permission granted herein to COVENANTOR by written notice to COVENANTOR delivered prior to the date on which COVENANTOR cures such breach, and (iv) COVENANTOR does not and shall not claim at any time any interest or estate of any kind or extent in land owned by the CITY by virtue of its use hereunder or by virtue of any expenditures incurred in connection herewith.

12. RECORDING.

Covenantor shall, at its own cost, record this covenant in the public records of Miami-Dade County, Florida within thirty (30) days of its acceptance by the City of Miami. Covenantor shall promptly furnish a certified copy of the recorded covenant to the City Clerk, 3500 Pan American Drive, Miami, FL 33133 and furnish regular copies to the City Manager and Public Works Directors at the following address. Miami Riverside Center, 444 SW 2nd Avenue, Ste. 945, Miami, FL 33130.

[Signature Page Follows]
IN WITNESS WHEREOF, COVENANTOR has caused these presents to be executed and signed in its name, the day and year first above set forth.

COVENANTOR:

WITNESS: DDR MIAMI AVENUE LLC, a Delaware limited liability company

Name: MARGARET CHEUNG
Address: 3300 ENTERPRISE PARKWAY
BEACHWOOD, OH 44122

By: TIMOTHY K. GREEN
Name: TIMOTHY K. GREEN
Title: SENIOR VICE PRESIDENT

By Developers Diversified Realty Corporation, its managing member.

WITNESS: ALICE ROSEBRIAN
Address: 3300 ENTERPRISE PARKWAY
BEACHWOOD, OH 44122

Attest: Gaynelle Good

STATE OF OHIO SS:
COUNTY OF CUYAHOGA

APRIL

I HEREBY CERTIFY that on this 15th day of February, 2005, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, TIMOTHY K. GREEN, of Developers Diversified Realty Corporation, the managing member of DDR Miami Avenue LLC, in his capacity as SENIOR VICE PRESIDENT, as he is personally known to me.

NOTARY PUBLIC

Print Name: KATHLEEN MICHEL
Commission No.:
Commission Expires: JUNE 15, 2008

[SEAL]

KATHLEEN MICHEL
Notary Public, State of Ohio
My Commission Expires June 15, 2008
Recorded in Lake County

CITY OF MIAMI, FLORIDA, a Municipal Corporation of the State of Florida

Joe Arriola, City Manager

ATTEST:

Sylvia Schneider

Frpzilia A. Thompson, City Clerk

APPROVED BY PUBLIC WORKS
BY PUBLIC WORKS DIRECTOR
TO THE CITY OF MIAMI TO THE
OTHER CITY OF MIAMI
SIGNATORIES

Stephanie Grindell, P.E. Public Works Director

APPROVED AS TO INSURANCE:

Dania F. Carrillo, Risk Management Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

Jorge L. Fernandez, City Attorney

Appendix A: Right of Way - Covenant – Approval
EXHIBIT C

INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE-NON-STANDARD IMPROVEMENTS

I. Commercial General Liability
   A. Limits of Liability
      Bodily Injury and Property Damage Liability
         Each Occurrence $1,000,000
         General Aggregate Limit $2,000,000
         Products/Completed Operations $1,000,000
         Personal and Advertising Injury $1,000,000
   B. Endorsements Required
      City of Miami included as an Additional Insured
      Employees included as insured
      Independent Contractors Coverage
      Waiver of Subrogation
      Explosion, Collapse and Underground Hazard

II. Business Automobile Liability
   A. Limits of Liability
      Bodily Injury and Property Damage Liability
      Combined Single Limit Any Auto Including Hired, Borrowed or Non-Owned Autos
         Any One Accident $1,000,000
   B. Endorsements Required
      City of Miami included as an Additional Insured

III. Worker’s Compensation
     Limits of Liability
     Statutory-State of Florida

IV. Employer’s Liability

A. Limits of Liability
   $100,000 for bodily injury caused by an accident, each accident.
   $100,000 for bodily injury caused by disease, each employee
   $500,000 for bodily injury caused by disease, policy limit

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.

Companies authorized to do business in the State of Florida with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than “A” as to management and no less than “Class V” as to financial strength by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

MIAMI 41213.1

Appendix A: Right of Way - Covenant - Approval
**ACORD 25 (2001R) 1 of 3**

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>TYPE OF INSURANCE</th>
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<th>LIMIT</th>
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<td></td>
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<td>733399399</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>WORKERS COMPENSATION AND</td>
<td>83665315604505</td>
<td>$100,000</td>
</tr>
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**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer; and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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**The Shops at Midtown Miami – Master Sign Package**

Page 8 of 9

**Appendix A: Right of Way - Covenant - Approval**
<table>
<thead>
<tr>
<th>Insurer A</th>
<th>General Liability #83EC0A9695, Effective 10/1/2004-05</th>
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<tr>
<td>Excess of $100,000 Self-Insured Retention</td>
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<table>
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<tr>
<th>Insurer D</th>
<th>Workers Compensation #83WE940-165, Effective 10/1/2004-05</th>
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<tr>
<td>Insurer for CA, MI, MN: Hartford Fire Insurance Company</td>
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</tr>
<tr>
<td>Insurer for MO, NJ, NY, NC, TX, WI: Hartford Underwriters Insurance Company</td>
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</tr>
<tr>
<td>Insurer for AL, AZ, CO, FL, GA, IL, IA, KS, ME, MD, MA, MS, IN, PA, SC, SD, UT, VT, VA: Twin City Fire Insurance Company</td>
<td></td>
</tr>
<tr>
<td>Insurer for All Other States, except monopolistic (ND, OH, WA, WV, WY): Hartford Fire Insurance Company, Hartford Underwriters Insurance Company or Twin City Fire Insurance Company, depending on state of license</td>
<td></td>
</tr>
</tbody>
</table>
CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Ana Gelabert-Sanchez
   Director
   Planning and Zoning Department

FROM: Stephanie N. Grindell, P.E.
   Director
   Public Works Department

DATE: September 1, 2004

SUBJECT: Midtown Miami visibility triangles

FILE: 

RECEIVER:

References:

INCLORURS:

I have reviewed your August 11, 2004 memorandum concerning the required visibility triangles for the SD-27.2 special zoning district (Midtown Miami) and have the following recommendation.

The SD-27.2 special zoning district is unique in the requirements for the development of the parcels. The mandated guides and standards for this district requires greater sidewalk widths and specific street cross sections that provide the vision clearances intended by the Zoning Ordinance and additional visibility triangles should not be required.

Based on this finding, I approve the elimination of the visibility triangle requirements for the SD-27.2 special zoning district.

SNG/PM/LJH/fgc

c: Javier Carbonell, Acting Zoning Administrator, Planning & Zoning Department
   Lourdes Slavyk, Assistant Director, Planning & Zoning Department
   Simon Shuler, Plans Review Engineer, Public Works Department

bc: 
   Ch 8 Engineering
   Central

Appendix B: Site Visibility Triangles Approval
AN ORDINANCE AMENDING ORDINANCE 11000, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF MIAMI, BY AMENDING ARTICLES 6 AND 10 IN ORDER TO AMEND SECTIONS 627 AND 10.6 TO ADD SIGN REGULATIONS FOR THE SD-27.2 BUENA VISTA YARD WEST SPECIAL DISTRICT; CONTAINING A REPEALER PROVISION AND SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami Planning Advisory Board, at its meeting of ----, 2004, Item No. ----, following an advertised hearing, adopted Resolution No. PAB ---- by a vote of ---- to ---- (----), RECOMMENDING APPROVAL with conditions of amending Zoning Ordinance No. 11000 as hereinafter set forth; and WHEREAS, the City Commission after careful consideration of this matter deems it advisable and in the best interest of the general welfare of the City of Miami and its inhabitants to amend Ordinance No. 11000 as hereinafter set forth;

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

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

Section 2. Ordinance No. 11000, as amended, the Zoning Ordinance of the City of Miami, Florida, is hereby amended by amending the text of said Ordinance as follows:

"ARTICLE 6. SPECIAL DISTRICTS

Section 627.2 Buena Vista Yard West

Section 627.2.16 Sign Regulations

Signs within the district shall comply with the regulations of the C-2 Liberal Commercial District as provided in Article 10.

See Article 10 for sign regulations and limitations.

ARTICLE 10. SIGN REGULATIONS

Section 10.6 Special Districts:

10.6.1. Class II required. A Class II Special Permit shall be required for all signs (except for those exempt pursuant to Section 10.3.) located within the following Special Districts:

SD-25 SW 8th Street Special Overlay District

Appendix C: Sign Ordinance 10.6 and SD 27.2 – Page 1 of 7
SD-27.2 Buena Vista Yard West Special District

If a Class II Special Permit approving a Master sign package has been approved for any of the Special Districts referenced above, or for large projects within a Special District, all such signs that conform to the specifications within the package shall not require individual Class II Special Permits. Signs that do not conform to the specifications shall require their own individual Class II Permit.

10.6.3.27.2 SD-27.2 Buena Vista Yard West: The Buena Vista Yard West District (the "District") is a mixed-use District with residential and retail uses which are serviced by several lined parking garages. This District has been designated as a Regional Activity Center by the City of Miami and is envisioned as a hub for big box retail, which does not otherwise exist within the City of Miami. The retail stores within the District will consistently serve large numbers of people, many of whom will drive to the District and park in one of the District's several lined parking garages. In order for the District to function properly, pedestrians and vehicles must be clearly directed to parking and retail areas.

The intent of the District's sign ordinance is to (1) move pedestrian and vehicle traffic in and out of the District safely and efficiently; (2) promote safe and efficient pedestrian traffic within the District; (3) promote efficient vehicle circulation to and from the parking garages within the District; and (4) identify the District to motorists along Interstate 195.

1. General Sign limitations:

1. District Identification

a. The District Identification structure will serve as a District and anchor tenant identifier that is readable from Interstate 195. The structure will be comprised of large scale letters identifying the District and large scale digital output mesh graphic panels that will communicate the District image and specific identification of major anchor tenants. The graphic panels will be changeable over time and may be highlighted with external lighting and neon lighting behind the images. Tenant names shall not incorporate more than fifty percent (50%) of each graphic panel.

1. Major Vehicular Directional

a. Major Vehicular Directional Signage will be located on the District perimeter to direct vehicles to big box tenants (retail
establishments greater than 20,000 square feet of floor area and parking garages.

b. Signs will contain identification for major tenants and directional parking information; will be painted metal; and may be both externally and edge illuminated. Signs will not exceed 15 feet in height and 8 feet in width when located near major access or project visibility points; within other locations, such size may be reduced through the Class II Special Permit process to be compatible with the scale and character of the project.

1. Minor Vehicular Directional

a. Minor Vehicular Directional Signage will be located throughout the District to direct vehicles to retail tenants, restaurants and parking garages.

b. Signs will be painted metal with Scotchtite lettering. Signs will not exceed 5 feet in height and 4'-6" in width.

1. Pedestrian Directional

a. Directional Signage will be located throughout the District to direct pedestrians to retail tenants, restaurants and parking garages.

b. Signs will be painted metal with Scotchtite lettering. Signs will not exceed 8 feet in height and 4 feet in width.

1. Street I.D. Signs

a. Street I.D. Signs will identify streets within the District; will be located on street corners and will be customized versions of a typical street identification sign.

1. Geode Totem

a. Geode Totems are three-dimensional stacked cubes which will be located throughout the district. Geode Totems will direct pedestrians to retail tenants, restaurants and parking garages. The Geode Totems will be constructed of a cast material and will not exceed 12 feet in height and 4 feet in width.

This sign element shall be consistent with the graphic design standards as adopted by "Section III. 6: Signage" of the SD 27.2 Design Standards.
Temporary Signs:

1. Temporary signs, which include political election signs and real estate signs, shall be allowed subject to the exceptions, limitations and responsibilities of subsection 10.3.2 of the Code; however, one additional real estate sign (as that term is defined in Sec. 10.2 of the Code) shall be permitted at a District corner that allows 400 sq ft on each of two faces (sign to form an L on the corner) not to exceed 20 feet in height. Real estate signs shall be limited to one (1) sign per each street frontage.

2. In connection with holidays: Decorative flags, bunting, and other decorations on special occasions. No sign permit shall be required for display of decorative flags, bunting, and other decorations related to holidays.

3. Construction: Not to exceed one (1) construction sign, or thirty (32) square feet in area for each lot line adjacent to a street. Development signs shall not be permitted except in conjunction with such construction signs or by Class 1 Special Permit.

Permanent signs: Except as otherwise provided, such signs may be illuminated but shall not be animated or flashing.

1. For a single building with more than one (1) establishment opening up to the outdoors or a single establishment within a building. The establishments within a building, which are at least eight thousand (8,000) gross square feet, that have a separate entrance to the outdoors (available to the general public, whether on the ground floor or on an upper level) and a minimum frontage of forty (40) linear feet to the outdoors, shall be allowed the following signs:

Wall signs, limited to two and one-half (2 1/2) square feet of sign area for each linear foot of wall fronting on a street if any portion of such sign is below fifteen (15) feet above grade. For each foot that the lowest portion of such sign exceeds twenty-five (25) feet, permitted sign area shall be increased one (1) percent up to a maximum height of fifty (50) feet above grade. Not to exceed three (3) such signs for each frontage on which area calculations are based, but one (1) of these may be mounted on a sidewalk.

Window signs, painted or attached, shall not exceed twenty (20) percent of the glassed area of the window in which placed. Number of such signs is not limited by these regulations, but aggregate area shall be included as part of aggregate wall sign area, as limited above.

Protecting signs (other than under awning signs) shall be limited to one (1) sign structure with no more than two (2) sign surfaces, neither of which shall exceed forty (40) square feet in sign area; however, that such permissible sign area may be increased to eighty (80) square feet where maximum projection from the face of the building is two (2) feet or less, sixty (60) square feet where projection is more than two (2) and less than three (3) feet, and forty (40) square feet where projection is at least three (3), but not more than four (4) feet the aggregate area of such
signs shall be included as part of aggregate wall

sign area, as limited above.

Ground/freestanding signs. Ground or freestanding

signs, to the extent allowed subject to the

limitations and restrictions set forth in sections

10.4.5 and 10.8, shall be limited to one (1) sign

and forty (40) square feet of sign area (for each

face) for each business, or for each one hundred

fifty (150) feet of street frontage. Permitted

sign area may be used in less than the maximum

permitted number of such signs, but no sign shall

exceed two hundred (200) square feet in area for

each face. Maximum height limitation shall be

twenty (20) feet including embellishments,

measured from the crown of the nearest adjacent

local or arterial street, not including limited

access highways or expressways, provided, however,

that the planning and zoning director, through a

Class II Special Permit, may increase the

measurement of the crown by up to five (5)

feet to accommodate unusual or undulating site conditions.

Directional signs, number and area. Directional

signs, which may be combined with address signs

but shall bear no advertising matter, may be

erected to guide to entrances, exits, or parking

areas. Not more than one (1) such sign, not

exceeding ten (10) square feet in area, shall be

erected per entrance, exit, or parking area.

2. For a single building with more than one (1)

establishment opening up to the outdoors. The

establishments within a single building which are

less than eight thousand (8,000) gross square

feet shall be allowed the following signs:

Wall signs: The building in which the

establishments are located shall be allowed one

(1) wall sign, limited to a building

identification sign, not exceeding fifty (50)

square feet in area, for each face of the building

oriented toward the street; and in addition, each

individual establishment within a building, that

has a separate entrance to the outdoors (available

to the general public, whether on the ground floor

or on an upper level), shall be allowed the

following signs:

a) A wall sign not to exceed twenty (20) square

feet in area;

b) Window signs not to exceed twenty (20)

percent of the glass area of the window or
glass door in which placed; such window signs

may be painted or attached, the number of

such signs is not limited by these

regulations, but aggregate area shall be

included as part of aggregate wall sign area,
as limited above.

c) An awning sign, limited to the skirt or

bottom edge of the awning; letters, emblems,

logos or symbols not to exceed six (6) inches

in height.

d) A hanging (as in under an awning or similar)

sign not to exceed three (3) square feet in

area.

Window signs, painted or attached, shall not

exceed twenty (20) percent of the glassed area of
the window in which placed. Number of such signs is not limited by these regulations, but aggregate area shall be included as part of aggregate wall sign area, as limited above.

**Protecting signs** (other than under awning signs) shall be limited to one (1) sign structure with no more than two (2) sign surfaces, neither of which shall exceed forty (40) square feet in sign area; however, that such permissible sign area may be increased to eighty (80) square feet where maximum protection from the face of the building is two (2) feet or less, sixty (60) square feet where protection is more than two (2) and less than three (3) feet, and forty (40) square feet where protection is at least three (3), but not more than four (4) feet the aggregate area of such signs shall be included as part of aggregate wall sign area, as limited above.

**Ground/freestanding signs.** Ground or freestanding signs, to the extent allowed subject to the limitations and restrictions set forth in Sections 10.4.5 and 10.6, shall be limited to one (1) sign and forty (40) square feet of sign area (for each face) for each business, or for each one hundred fifty (150) feet of street frontage. Permitted sign area may be used in less than the maximum permitted number of such signs, but no sign shall exceed two hundred (200) square feet in area for each face. Maximum height limitation shall be twenty (20) feet including embellishments, measured from the crown of the nearest adjacent local or arterial street, not including limited access highways or expressways. Provided, however, that the planning and zoning director, through a

**Class II Special Permit.** may increase the measurement of the crown by up to five (5) feet to accommodate unusual or undulating site conditions.

**Directional signs.** Number and area. Directional signs, which may be combined with address signs but shall bear no advertising matter, may be erected to guide to entrances, exits, or parking areas. Not more than one (1) such sign, not exceeding ten (10) square feet in area, shall be erected per entrance, exit, or parking area.

3. Notwithstanding the provisions set forth herein, where there are commercial, service or retail uses in a structure which may not be seen directly from the public right-of-way but have direct access from a courtyard or open space which abuts a primary pedestrian pathway, a free-standing directional sign containing the names of all the establishments concealed from direct view may be erected which may be combined with a location map of the complex. Not more than one (1) such sign, not exceeding twenty (20) square feet in area, shall be erected per entrance, exit, or parking area.

4. **Community or neighborhood bulletin boards or kiosks.** Shall be permissible only by Class I Special Permit, as provided at section 10.3.1.6. In the case of flat bulletin boards, the area of such boards shall not exceed twenty-five (25) square feet; and, in the case of kiosks, such structures shall not exceed a plan section area of ten (10) square feet and an overall height...
(including architectural embellishments) of ten (10) feet.

Section 3. All ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 5. This Ordinance shall become effective thirty (30) days after final reading and adoption thereof.

PASSED ON FIRST READING BY TITLE ONLY this _____ day of ____________, 2004.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY TITLE ONLY this _____ day of ____________, 2004.

ATTEST:

PRISCILLA A. THOMPSON
CITY CLERK

MANUEL A. DIAZ
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

ALEJANDRO VIARELLO
CITY ATTORNEY

The Shops at Midtown Miami – Master Sign Package

Appendix C: Sign Ordinance 10.6 and SD 27.2 – Page 7 of 7