

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of the 13th day of March, 2017, by and between: the City of Doral, Florida, a Florida municipal corporation (the "City"); and Sanctuary at Doral, LLC, an active, Florida limited liability company ("Sanctuary"). The City and Sanctuary may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Sanctuary is the owner of a certain 7.3 ± acres parcel of real property, generally located on the south side of N.W. 41st Street between theoretical N.W. 94th and 95th Avenues in Doral, Florida (Folio # 35-3028-007-0030) (the "Property"); and

WHEREAS, in April and August of 2016, the City approved, respectively, applications submitted by Sanctuary to (1) amend the Comprehensive Plan Future Land Use Map designation for the Property from Office Residential to Community Mixed Use and (2) rezone the Property from Industrial Commercial District to the Community Mixed Use District, both of which permit a base residential dwelling unit density of 138 units (19 units per acre) as-of-right; and

WHEREAS, pursuant to Sections 68-707 and 68-708 of the City's Land Development Code (the "Code"), Sanctuary submitted a "Master Development Agreement" and "Conceptual Development Plan" for the Property establishing a mixed-use project which generally contained 138 residential dwelling units and approximately 30,000 square feet of retail uses (the "Project"); and

WHEREAS, in 2016, the City amended its Comprehensive Plan and its Code to create an incentive for the development of workforce housing in the City, specifically authorizing a "Density Bonus," whereby property owners would be able to develop additional residential units above the base density for a given property provided that a percentage of those additional units would be restricted to individuals of certain median household income; and

WHEREAS, Ordinance 2016-13 was codified in Chapter 74 of the Code as Article XVII – "Workforce Housing" (the "Workforce Housing Ordinance"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to the Workforce Housing Ordinance, Sanctuary submitted an application for the Density Bonus of thirty percent (30%), which represented an increase of fifty-five (55) additional units for the Project—the maximum amount provided under the Code, proffering thirty-seven (37) units as the required, rent-controlled workforce housing units (the "WFH Application"), a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, on September 28, 2016, the City Council, at a duly-noticed quasi-judicial public hearing, denied the WFH Application; and

A handwritten signature in blue ink, possibly reading "Ms.", is located in the bottom right corner of the page. To its left is a circled handwritten number "12".

WHEREAS, on November 2, 2016, the City Council, at a duly-noticed, quasi-judicial public hearing, approved Sanctuary's site plan for the Project, a copy of which is attached hereto as Exhibit "C" (the "Site Plan"), and

WHEREAS, the approved Site Plan included a base density of 138 residential dwelling units and additional bonus units provided through the City's Creative Excellence provisions under Section 86-83 of the City Code, for a total of 182 residential dwelling units; and

WHEREAS, thereafter, Sanctuary timely filed a Protective Petition for Writ of Certiorari, seeking review of the City Council's decision on the WFH Application (Case No. 16-409 AP), and a Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act (the "FLUEDRA REQUEST"), as well as a Complaint for Declaratory and Injunctive Relief and Companion Complaint for Writ of Mandamus (Case No. 16-027994-CA-11), all requesting a reversal of the City's denial of the WFH Application (collectively the "Claims" or "Litigation"); and

WHEREAS, the City and Sanctuary wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve the Claims amicably, agreeing it is in their respective mutual best interests to enter into this Agreement.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to fully settle the Claims on the terms and conditions set forth below:

1. **Recitals.** The foregoing recitations are true and correct and are incorporated herein and made a part hereof by this reference.

2. **City's Obligations.** The City acknowledges and agrees Sanctuary will be permitted to construct the Project on the Property with an additional 44 residential dwelling units ("Workforce Housing Units"), for a total number of 226 residential dwelling units, pursuant to a revised project site plan to be submitted and approved by the City (the "WFH Site Plan"). It is acknowledged that the number of Workforce Housing Units offered herein represents a twenty percent (20%) decrease from what was originally requested by Sanctuary. All of the Workforce Housing Units shall be designated on the WFH Site Plan as rent-controlled workforce housing units, pursuant to the Workforce Housing Ordinance, except that the requirements of City Code Section 74-888(a)—that the Workforce Housing Units be evenly distributed in three area median income ("AMI") categories—are waived; the Workforce Housing Units shall be distributed at Sanctuary's discretion within the range specified in City Code Section 74-887(b). The City further agrees that, as a material condition subsequent to this Agreement, it shall host a public hearing considering the WFH Site Plan for the Project no more than thirty-five (35) days from the date of approval of this Settlement Agreement, unless extended by mutual, written agreement of the Parties. Entering into this Agreement does not constitute an agreement to approve the WFH Site Plan. A final, non-appealable development order approval for the WFH Site Plan is a material condition of this Agreement.

3. **Effective Date.** This Agreement shall become effective on the date of the WFH Site Plan approval ("Effective Date"). It shall not become effective unless or until the City approves the WFH Site Plan. In the event that the City imposes a condition upon the WFH Site Plan approval that materially frustrates Sanctuary's ability to develop the Project in accordance with the terms of this Settlement Agreement, then Sanctuary may elect to void this Agreement and return to its position in the litigation described above. In the event that the City denies the WFH Site Plan, or fails to approve it within thirty-five (35) days of the execution of this Agreement (unless extended as specified above), then this Agreement shall be null and void and the Parties shall return to their prior positions in the Litigation.

4. **Sanctuary's Obligations.** Upon the Effective Date of this Settlement Agreement, Sanctuary shall (1) cause the dismissal with prejudice of all pending legal proceedings against the City associated with the WFH Application, including, without limitation, Sanctuary at Doral, LLC v. City of Doral, Protective Petition for Writ of Certiorari (Case No. 16-409 AP) and Sanctuary at Doral, LLC v. City of Doral, Complaint for Declaratory and Injunctive Relief and Companion Complaint for Writ of Mandamus (Case No. 16-027994-CA-01); (2) withdraw its Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act associated with the WFH Application; and (3) dismiss, withdraw, or forebear commencement of any and all other claims or lawsuits of which the City may as yet be unaware or which may, in the future arise out of the settlement of the matters.

5. **Police Power Authority.** Nothing herein shall be construed as an act by the City to bargain away its zoning authority or any police power or otherwise limit its discretion in the exercise of a police power.

6. **Miscellaneous Provisions.**

(a) **No Permit.** This Agreement is not and shall not be construed as a development permit, development approval, development order or authorization to commence development, nor shall it relieve any of the obligations to obtain necessary development approvals that are required under applicable law and under and pursuant to the terms of this Agreement.

(b) **Further Assurances.** It is the intent and agreement of the Parties that they shall cooperate with each other to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves, and their designees, assignees, successors and assigns, the mutual benefits created under this Agreement; and, in that regard, the Parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial or legislative capacity, except as set forth herein. This paragraph is a statement of intent only and shall not give rise to any cause of action if any Party acts contrary to the intent of this paragraph.

(c) **Omissions.** The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, term, or restriction



shall not relieve any party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

(d) **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City at:	Edward A. Rojas City Manager City of Doral 8401 NW 53 rd Terrace Doral, FL 33166
With copies to:	Daniel A. Espino, Esq. Weiss Serota Helfman Cole & Bierman, PL City Attorney 2525 Ponce De Leon Boulevard, Suite 700 Coral Gables, FL 33134
If to Sanctuary:	Masoud Shojaee President Sanctuary at Doral, LLC 3470 NW 82 nd Avenue, Suite 988 Doral, FL 33122
With copies to:	Jeffrey S. Bass, Esq. Shubin & Bass, P.A. 46 SW 1 st Street Miami, FL 33130

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail.

(e) **Construction.**

(i) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. The Parties acknowledge that both have participated fully in the negotiation and preparation of this Agreement, and, accordingly, the Agreement shall not be more strictly construed against any one of the Parties.

(ii) In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

Handwritten initials "EK" inside a circle, followed by a signature "NS".

(iii) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) **Time of Essence.** Time shall be of the essence for each and every provision hereof.

(g) **Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

(h) **Successors and Assign; Third Party Beneficiary.** The benefits, rights, duties and obligations given to the Parties under this Agreement shall inure to the benefit of and bind their successors in title and assigns. The Parties acknowledge and agree that, with the exception foregoing of successors and assigns, there are no third party beneficiaries under this Agreement.

(i) **Approval by the City.** The Parties understand and agree that this Agreement will not be binding on the City until such time as the City Council of the City of Doral has approved same.

(j) **Severability.** If any section, sentence, clause, paragraph, or phrase of this Agreement is invalidated or deemed unconstitutional by a court of competent jurisdiction, such holding shall in no way affect the validity of the remaining portions of this Agreement.

(k) **Limitation on Admissibility.** In the event that the transactions contemplated hereunder are not consummated, any actions taken or representations made by any of the Parties pursuant to or in furtherance of the preparation and consummation of this Agreement shall not be admissible in any proceeding under the Litigation. Notwithstanding the foregoing, all such actions, correspondence, and related evidence shall be admissible in any action to enforce this Agreement.

(l) **Attorney's fees and costs.** The Parties shall each bear their own attorney's fees and costs incurred in the Litigation and the settlement of same.

(m) **Sovereign Immunity.** Nothing in this Agreement shall be deemed to be a waiver by the City of its rights and privileges under Florida Statutes Section 768.28.

(n) **Counterparts.** This Agreement may be executed in one or more counterparts, including, but not limited to, facsimile or electronic counterparts, each of which shall be considered an original, but all of which together shall be consider as one and same document.

EXECUTED as of the date first above written.

CITY OF DORAL
a municipal corporation

Attest:



Connie Diaz, CMC
City Clerk

By: 

Edward A. Rojas
City Manager


Approved as to form and
legal sufficiency

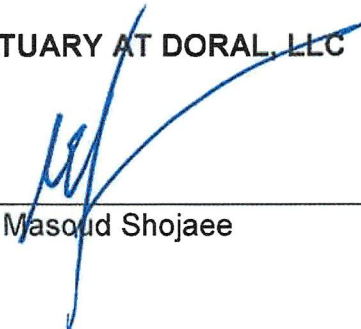


Weiss Serota Helfman Cole & Bierman, PL
City Attorney

SANCTUARY AT DORAL, LLC

Witnesses


By: _____
Name: NESTOR MEJIA

By: 

Masoud Shojaee


By: _____
Name: MARCO ANTONIO RODRIGUEZ

Exhibit "A"

Workforce Housing Ordinance

Ordinance No. 2016-13, as Codified

- (2) Location in development of each workforce unit and its applicable AMI affordability range;
 - (3) If construction is to be phased, a phasing plan identifying the number of workforce units and market-rate units in each phase; and
 - (4) Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units.
- (c) The city council shall utilize the standards below in determining the level of WHDB to award to a prospective development. As a guideline, each standard below is considered to have a value of up to 6 percent of the total WHDB of 30 percent:
- (1) The site is served by high-frequency public transit with a transit shelter located within ¼ mile on the same side of the road.
 - (2) The workforce housing is within ½ mile of a major commercial or light industrial employment center.
 - (3) There are designated safe routes to nearby schools, parks and other community facilities.
 - (4) The increased density will be compatible with adjacent existing and planned development.
 - (5) Roadway, parks, schools and infrastructure systems in the immediate area can accommodate the additional density at the levels-of-service adopted in the comprehensive plan.

(Ord. No. 2016-13, § 2, 6-22-2016)

Sec. 74-890. - Workforce housing density bonus unit criteria.

- (a) Workforce dwelling units shall be built on the same site as the proposed development.
- (b) Workforce units must be reasonably dispersed throughout the project, and not clustered together or segregated in any way, from the market-rate units.
- (c) On average, workforce dwellings must contain the same number of bedrooms and quality of construction as the other market-rate units in the development.
- (d) Workforce units shall be developed simultaneously with or prior to the development of the other market-rate units.
- (e) The number of efficiency, one, two and three or more bedroom workforce units shall be proportional to the number of efficiency, one, two and three or more bedroom market-rate units (e.g., if 50 percent of market-rate units have two bedrooms, then approximately 50 percent of the workforce units must be two bedroom units).
- (f) If the development is phased, the phasing plan shall provide for the construction of workforce units proportionately and concurrently with the market-rate units.
- (g) The exterior appearance of workforce units shall be similar to the market-rate units and shall provide exterior building materials and finishes of substantially the same type and quality.
- (h) The interior building materials and finishes of the workforce units shall be substantially the same type and quality as market-rate.

(Ord. No. 2016-13, § 2, 6-22-2016)

Sec. 74-891. - Workforce housing density bonus agreement.

- (a) Prior to the approval of any development order or permit for any development in which the Workforce Housing Density Bonus (WHDB) is requested, the applicant shall enter into a WHDB Agreement with the city which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.
- (b) The applicant shall execute any and all documents deemed necessary by the city in a form to be established by the city, including, without limitation, restrictive covenants, deed restrictions and related instruments (including requirements for income qualification for tenants of rental units).

(Ord. No. 2016-13, § 2, 6-22-2016)

Sec. 74-892. - Maintenance of rent affordability.

- (a) On an annual basis, the city manager, or his/her designee, shall make available copies of updated AMI ranges, and associated rental rate limits applicable to workforce units in Doral based on official information available from documented sources such as Miami-Dade County and/or U.S. Department of Housing and Urban Development.
- (b) The time period during which the rental rate for a workforce unit under this division is required to be controlled within a specified affordability range is 20 years.
- (c) Workforce housing rental unit owners are required to submit documentation to the city on July 1st of each year verifying that the all designated workforce units they own are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. For owners with ten or less workforce housing units, documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation. For owners with more than ten units, an audit report prepared by a certified public accountant is required documenting compliance.

(Ord. No. 2016-13, § 2, 6-22-2016)

Sec. 74-893. - Violations.

- (a) It is a violation of this division to:
 - (1) Fail to file required affidavits or audits when required.
 - (2) Rent or lease a WHDB unit to a person or family that is not income eligible as required by this division.
 - (3) Knowingly give false or misleading information relating to this program to any city employee.
 - (4) Participate, in any way, in the lease or rental of a workforce unit which violates any provision of this division or a WHDB Agreement.

- (b) The fine for each violation of this division shall be \$500.00 per each day the violation continues.
- (c) Appeals to any violations issued by the city under these regulations shall be processed pursuant to the City of Doral code compliance appeals procedure.

(Ord. No. 2016-13, § 2, 6-22-2016)

Exhibit "B"

Work Force Housing Application



The
Lasarte
L A W F I R M

P. 305.594.2877
F. 305.594.2878

The Lasarte Law Firm
3250 N.E. First Avenue
Suite 334
Miami, FL 33137
www.lasartelaw.com

Felix M. Lasarte, Esq.
felix@lasartelaw.com

RECEIVED

September 1, 2016

VIA HAND DELIVERY

Mr. Julian H. Perez, AICP, CFM
Planning and Zoning Director
City of Doral
8401 NW 53rd Terrace
Doral, Florida
julian.perez@cityofdoral.com

City of Doral
Planning & Zoning Department

Date: 09/07/2016

Project Name: 2016090003 (113)

Submittal #: Letter of Intent with
Applications

Re: Sanctuary at Doral, LLC / Letter of Intent / Site Plan Approval / Folio No. 35-3028-007-0030 (the "Property")

Dear Mr. Perez:

Our office represents Sanctuary at Doral, LLC., (the "Applicant") in connection with this application to develop a mixed-use project at the above referenced Property. We are hereby submitting a site plan for approval by the City of Doral Council. This site plan allows for the development of 237 units and 29,400 square feet of retail ("the Project").

At the time of site plan approval, the Property will have a zoning of Community Mixed Use ("CMU"), which provides for a base density of 19 units per acre. We are seeking a density bonus of up to 25 units per acre for using creative excellence as outlined in Ordinance No. 2016-05. Our site plan also includes a density bonus for Work Force Housing of up to 32.5 units per acre, as outlined in Resolution No. 16-110.

The Applicant's Project meets all criteria for design excellence including but not limited to the following:

- A. The Project has a sustainable design.
- B. The Project contributes to art in public places.
- C. The Project is designed to meet Silver Certification environmental design standards from LEED or equivalent green building standards.
- D. The Project contains large recreational areas including a bike path, pocket park, and workout areas.
- E. All retail uses front NW 41st Street.

F. The Project has integrated the city's bike path into its design and is providing transit shelter at no cost to the city.

As part of this approval, we are seeking to modify our Master Development Agreement and pattern book to reflect the new unit count.

We look forward to meeting with you and your staff to review the site plan. As always, should you have any questions, please do not hesitate to contact our office.

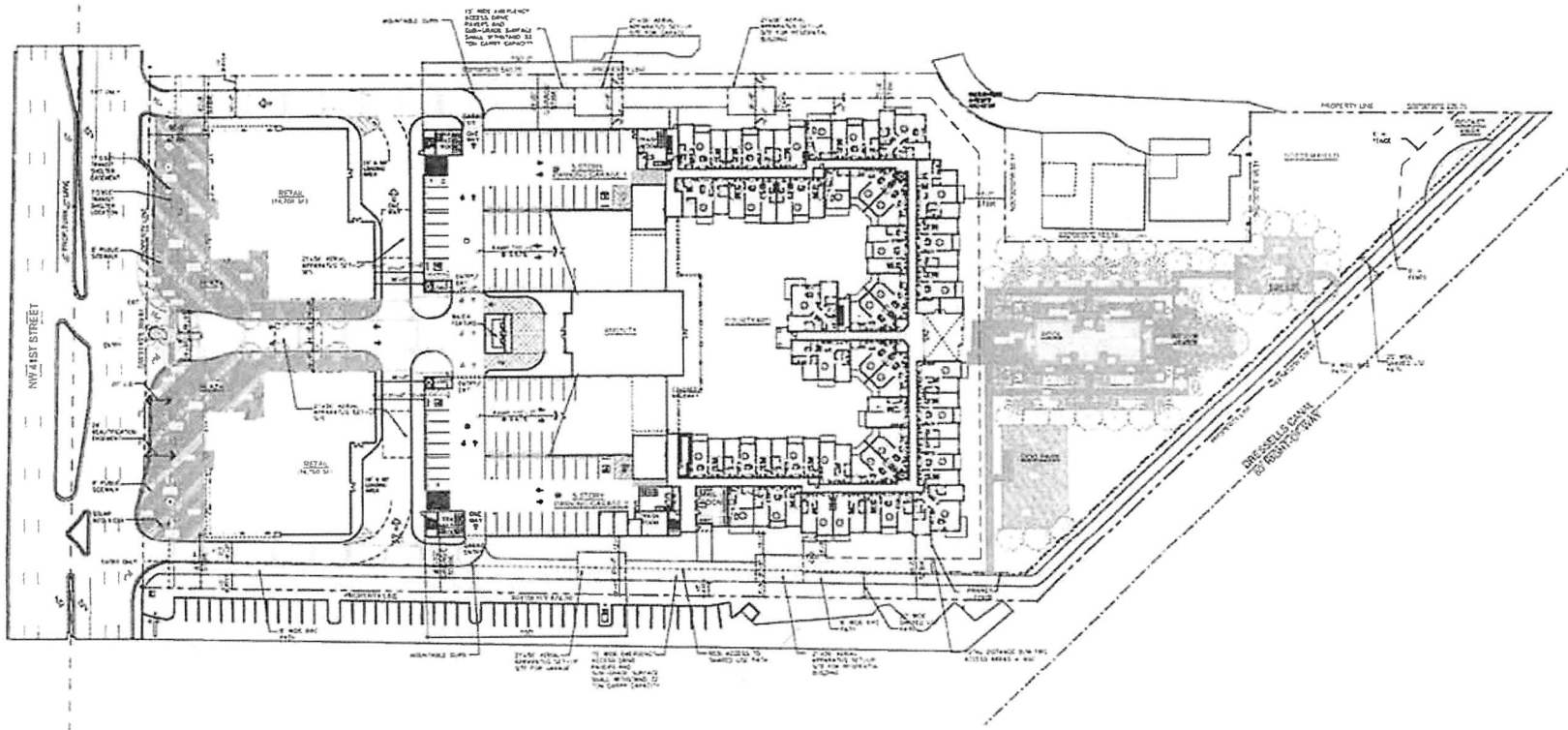
Sincerely,

THE LASARTE LAW FIRM



Felix Lasarte

EXHIBIT "B"



NO.	REVISIONS	DATE

DORAI, SANCTUARY
 LOCATED AT
 DORAI, FL
 DEVELOPED BY
 SIGMA GROUP

JULY 1, 2004
 100012003

MSA ARCHITECTS, INC.
 ARCHITECTS
 100012003
 100012003
 100012003
 100012003
 100012003

MSA ARCHITECTS
ARCHITECTS
 PLANNING
 & PLANNING
 100012003
 100012003
 100012003
 100012003
 100012003

DRAWN
 DATE
 SCALE
 SHEET

 **SITE PLAN**

SCALE 1"=40'-0"

SP-1
 OF SHEETS



8401 NW 53RD Terrace, Second Floor, Doral, Florida 33166 Tel. (305) 593-6630 Facsimile: (305) 593-6768 Website: cityofdoral.com

PUBLIC HEARING APPLICATION PLANNING AND ZONING DEPARTMENT
/ Administrative Review Application

Please check one:
 CITY COUNCIL
 ADMINISTRATIVE REVIEW

OFFICIAL USE ONLY
Application No.: _____
Date Received: _____

INSTRUCTIONS

This application, with all supplemental data and information, must be completed in accordance with the specific instructions in this application. Applications and all supplemental information must be filed no later than 60 days prior to the regular public hearing date.

APPLICATION

Please indicate which type of application you are submitting by checking one category below:

- Change in Zoning District
- Variance
- Appeal of Decision
- Conditional Use
- Plat
- Entry Feature
- Site Plan
- Other _____

IMPORTANT: THE APPLICANT, OR REPRESENTATIVE, MUST BE PRESENT AT THE HEARING TO PRESENT THE PROPOSAL.

Please print or type

Name of Applicant, agent or tenant (with owner's affidavit)		
Sanctuary at Doral, LLC		
Mailing Address	City, State, Zip	Telephone
c/o Felix M. Lasarte, Esq. The Lasarte Law Firm 3250 NE 1st Avenue, #334	Miami, FL 33137	305-594-2877
		Fax 305-594-2878
		Email: felix@lasartelaw.com
Name of Owner		
Sanctuary at Doral, LLC		
Mailing Address	City, State, Zip	Telephone
Mr. Masoud Shojaee 3470 NW 82nd Street	Doral, FL 33178	786-437-8658
		Fax 786-437-8617
		Email:

PROPERTY INFORMATION

A. **LEGAL DESCRIPTION.** (If subdivided – lot, block, complete name of subdivision, plat book and page numbers). If metes and bounds description – Complete description, including section, township and range).

Folio Number(s) 35-3028-007-0030

Address See Attached Exhibit "A"

Lot(s) Tract F Block _____ Section _____ Plat Book No. 111 Page No. 53

FINISHED FLOOR ELEVATION (If applicable): _____ FLOOD ZONE: _____

B. ADDRESS (If number has been assigned) _____

C. SIZE OF PROPERTY _____ ft. X _____ ft. = _____ sq. ft.; 7.29 acre(s)
Width Depth

D. Provide legal description or address of any property held by the owner which is contiguous to that which is the subject matter of this application.

See Attached Exhibit "A"

E. DATE SUBJECT PROPERTY WAS ACQUIRED December 2014

APPLICANT'S REQUEST:
Specify in full the request. (Use a separate sheet of paper if necessary.)

See Attached "Letter of Intent"

LETTER OF INTENT
Explain purpose of application, benefit(s) in the change and reasons why this application should be approved. Specify the exact nature of the use or operation applied for, together with any pertinent technical data, which will clarify the proposal. (Use a separate sheet of paper if necessary.)

See Attached "Letter of Intent"

Is this application the result of a Notice of Violation or deviation from approved plans? Yes No

Are there any existing structures on the property? Yes No

If so, what type? (CBS, Frame, Frame-Stucco, Wood, Other) _____

Any applications that involve an existing building must provide copy of the approved plans, plat, site plan approval or any prior zoning history. Plans that are not filed with this application will not be considered by the City of Doral.

All data and exhibits submitted in connection with this application become a PERMANENT PART OF THE PUBLIC RECORDS OF THE CITY OF DORAL.

The following enclosures where applicable MUST BE ATTACHED to complete the application:

- A. SURVEY OF PROPERTY: For vacant or improved property. Must be no more than one year old and sealed by a registered land surveyor. The Building and Planning Department may require a more recent survey if a site visit indicates any discrepancies. Survey must include, where applicable, lot lines, all structures, walls, fences, landscaping, and all physical improvements. All existing trees must be shown.
- B. SITE DEVELOPMENT PLAN: Where applicable, plans shall show location and elevations of existing and proposed buildings, proposed additions, alterations and use of each; all dimensions of buildings and space between buildings; setbacks from property lines; proposed and existing off-street parking showing lined spaces, driveways, handicap spaces, compact spaces; a landscape plan that complies with the City of Doral Landscape Ordinance showing location of existing and proposed vegetation, landscaping (i.e. trees and hedges), number, height and species type. The plan shall also show wall and fence height, location and material. Prior ASPR or Site Plan Approval Resolution and plans must be submitted.
- C. LETTER OF INTENT: A letter of intent must be filed explaining in detail the history of the property, prior approvals and the extent of the proposed project. Show how code criterion is met. Signature and address must be shown.
- D. OTHER GOVERNMENTS/AGENCIES ENDORSEMENTS: All applicable DERM, Miami-Dade Fire Department, or the Miami-Dade Water and Sewer Department's endorsement must be submitted.
- E. OWNER'S AFFIDAVIT: Owner's affidavit allowing the filing of an application is required on all applications where the applicant is not the owner of the property under consideration; same form allows posting of property.
- F. TRAFFIC STUDY: A detailed traffic analysis considering the impacts of the proposed development on current level-of-service (LOS) standards in abutting (or nearby) roads and intersections.

NOTE: SURVEYS, SITE DEVELOPMENT PLANS, LANDSCAPE PLANS MUST BE SUBMITTED AT STANDARD PLAN SIZE. AN APPLICATION WILL NOT BE CONSIDERED COMPLETE UNLESS 6 COPIES (AND A PDF) OF THE APPLICATION AND SUPPORTING DOCUMENTATION (FRONT AND BACK), APPROPRIATE PLAN DRAWINGS AND SURVEYS ARE SUBMITTED.

In support of this request, I submit the following additional items, which are attached hereto and made a part of this application:

- 35 MM Photo(s) (Mounted 8 1/2 x 11) Other _____
- Letters from Area Residents

Please check only one of the following options:

FOR CITY COUNCIL PURPOSES

I/We understand that additional public hearings may be required and any interested person may discuss the application with City staff to the same extent as the applicant. The application may change during the hearing process and additional public notices may affect the schedule of the hearings. If my/our appeal is denied, I/we must file an appeal to the Circuit Court within 30 days of the meeting.

03/26/2016
Date

[Signature]
Applicant's signature

/ Masoud Shojaee / Sanctuary at Doral, LLC
Print Name

Date

Applicant's Signature (if more than one)

Print Name

PUBLIC HEARING APPLICATION

OWNER AFFIDAVIT

I/We Masoud Shojaee / Sanctuary at Doral, LLC as Owner (s) of Lot (s) Tract F

Block _____ Section _____ PB/PG 111/53

of property which is located at Folio No.: 35-3028-007-0030
desire to file an application for a public hearing before the City Council Administrative Review, and I/We do understand and agree as follows:

1. That the application for a variance will not be heard unless the applicant is present at the hearing.
2. The property will be posted with a sign, which must not be removed until after the public hearing, at which time the City staff will remove the sign. The applicant will be responsible for advertising the application and sending the mail out per section ____.
3. That the requirements of the zoning code, Miami-Dade County Ordinances, the South Florida Building Code, and other government agencies may affect the scheduling and ability to obtain/issue a permit for the proposal.
4. That the only exceptions to the zoning code are those that have been specified in the written application and any other code or plan issues will be corrected by modifying the plans to comply with the respective codes and ordinances of the City of Doral or Miami-Dade County ordinances.
5. That the applicant will be responsible for complying with all the conditions and restrictions imposed by the City Council or City Staff in connection with the request and will take the necessary steps to make the request effective if approved by the City Council or City Staff.
6. That it is the responsibility of the applicant to submit a complete application with all of the documents necessary for the City Council or City Staff to consider the applicant's request.
7. That the applicant is responsible for timely submission and accuracy of all items requested on the application. Any information submitted less than 45 days prior to a public hearing will result in being postponed to the next available hearing date. Legislative items must have all requested items submitted 30 days prior to hearing.
8. That the applicant is responsible for any additional fees which include but are not limited to mailing notices to surrounding property owners, advertising, outside consultant reviews, legal fees, surveys, and technical reports.

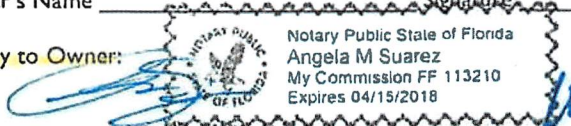
I/We as the owners of the subject property (check one):

do hereby authorize Lasarte Law Firm / Felix Lasarte to act on my/our behalf as the applicant.
 will on my/our own behalf act as applicant(s), and make application in connection with this request for a public hearing administrative review before the City Council or City Staff.

Owner's Name Masoud Shojaee Signature _____ Date 07/20/2016

Owner's Name _____ Signature _____ Date _____

Notary to Owner:



Applicant's Name Masoud Shojaee Signature _____ Date 07/20/2016

Notary to Applicant:



If there is a **CONTRACT FOR PURCHASE** by a Corporation, Trust or Partnership, list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or similar entities, further disclosure shall be made to identify natural persons having ultimate ownership interests].

NAME OF PURCHASER: _____

NAME, ADDRESS AND OFFICE (if applicable)	Percentage of Interest
N/A	
_____	_____
_____	_____
_____	_____
_____	_____

Date of contract: _____

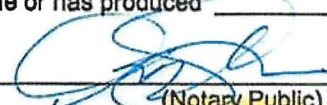
If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust:

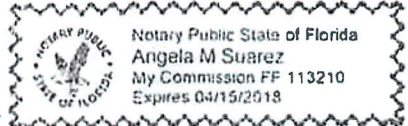
NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature: Masoud Shojaee / Sanctuary at Doral, LLC
(Applicant) 

Sworn to and subscribed before me this 26 day of July, 2012. Affiant is personally known to me or has produced _____ as identification.


(Notary Public)



My commission expires 04/15/2018

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

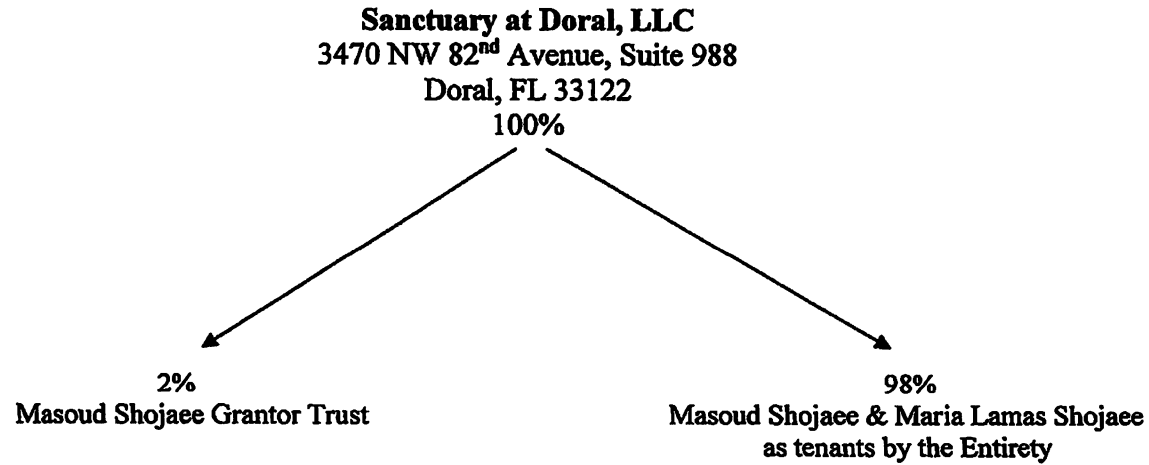
EXHIBIT A

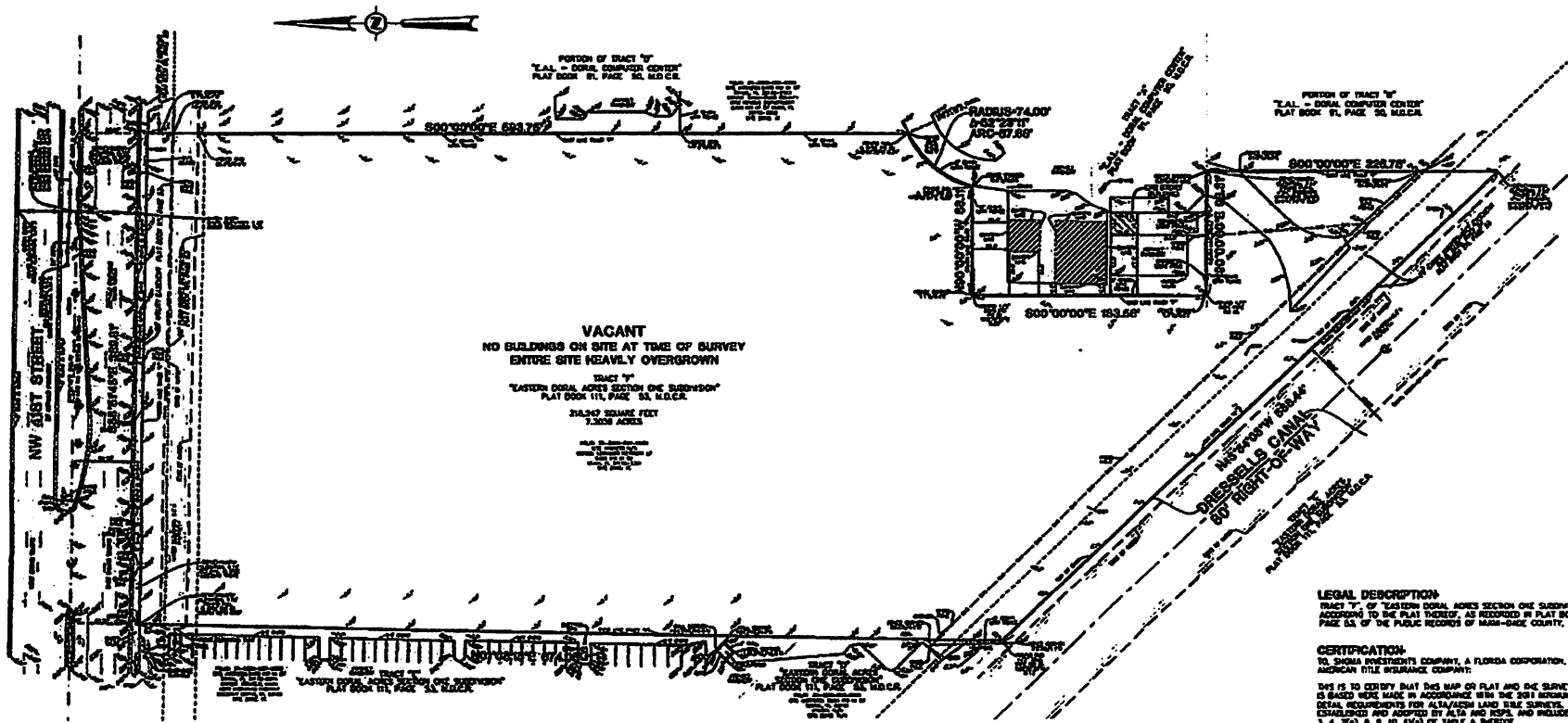
LEGAL DESCRIPTION:

TRACT "F" OF "EASTERN DORAL ACRES SECTION ONE SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, PAGE 53, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT B

DISCLOSURE OF INTEREST





VACANT
NO BUILDINGS ON SITE AT TIME OF SURVEY
ENTIRE SITE HEAVILY OVERGROWN

TRACT Y
"EASTERN DORM, ADJACENT ONE SUBDIVISION"
PLAT BOOK 111, PAGE 53, M.D.C.E.

24.50 SQUARE FEET
7.3028 ACRES

MADE BY SURVEYOR
DATE OF SURVEY
BY ORDER OF
CLIENT

LEGAL DESCRIPTION
TRACT Y, OF "EASTERN DORM, ADJACENT ONE SUBDIVISION",
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111,
PAGE 53 OF THE PUBLIC RECORDS OF HAMILTON COUNTY, FLORIDA.

CERTIFICATION
TO SHOW INVESTMENTS COMPANY, A FLORIDA CORPORATION, FIRST
AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT
IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 SURVEY STANDARDS
DETAILED REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, STRICTLY
ESTABLISHED AND ADOPTED BY ALTA AND ACMA, AND INCLUDES ITEMS 1, 2,
3, 4, 7(A), 8, 9, 10, 11(A) OF TABLE A HEREON.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAZED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHN F. PALICE, PROFESSIONAL SURVEYOR AND MAPPER LICENSED
STATE OF FLORIDA

COPYRIGHT 2014 BY PALICE LAND SURVEYORS, INC. ALL RIGHTS
RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED IN ANY
FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN
OFFICE OF PALICE LAND SURVEYORS, INC.

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR RECORD
2	ISSUED FOR RECORD
3	ISSUED FOR RECORD
4	ISSUED FOR RECORD

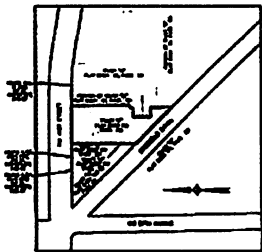
BOUNDARY, TOPOGRAPHIC AND
ALTA/ACSM LAND TITLE SURVEY

PALICE LAND SURVEYORS, INC.
6381 NOD HILL ROAD
GUNDEL, FLORIDA 32131
PHONE: (352) 325-1277
FAX: (352) 325-1171
E-MAIL: info@paliceland.com
CERTIFICATE OF AUTHORIZATION LICENSED

DESIGNED BY: J.F.P.	QUALITY CONTROL BY: J.F.P.	FIELD CHECKED BY: J.F.P.
CHECKED BY: J.F.P.	SURVEY DATE: 04/15/14	ORDER NO: 6381

NOTES:

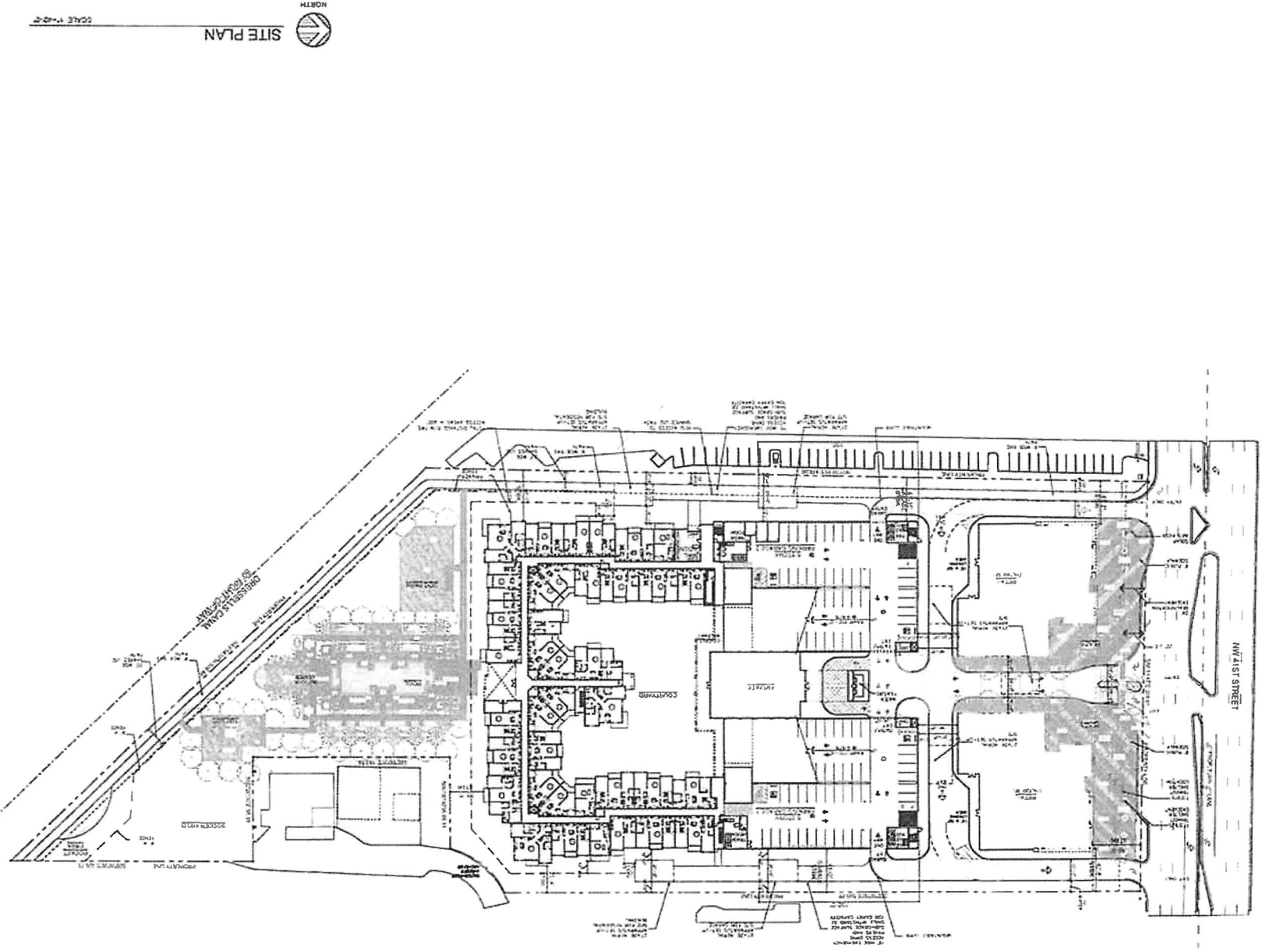
- THIS SITE CONTAINS SIXTY-SEVEN (67) TYPICAL ACRES.
- ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1988, HAMILTON COUNTY BENCHMARK, N-042, ELEVATION: 3.64 FEET.
- FLOOD ZONE AND FLOOD HAZARD ZONING MAP DATED 03/19/10.
- THIS SITE IS IN SECTION 29, TOWNSHIP 28S, RANGE 40E, HAMILTON COUNTY, FLORIDA.
- BOUNDARIES ARE BASED ON THE NORTH LINE OF TRACT Y, BEING 3287.00 FT.
- RESPONSIBLE OFFICERS HAVE BEEN RECORDING THE GEODETIC AND THE POSITION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION, BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FURTHER INFORMATION.
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL-DEFINED BENCHMARKS ON THIS SURVEY IS 60.00". THE VERTICAL ACCURACY OF ELEVATIONS OF BENCHMARKS IS 1/10" PER 100 FEET.
- THIS SURVEY WAS PREPARED WITH THE BEST OF CARE AND SKILL, BUT DOES NOT GUARANTEE THE ACCURACY OF THE SURVEY.
- THE FOLLOWING ARE SCHEDULED BY ORDINANCES TO SAID JURISDICTION:
 - ITEM 15 - RESTRICTIONS, CONDITIONS, RESERVATIONS, DEDICATIONS, EASEMENTS AND OTHER MATTERS AS SHOWN IN PLAT BOOK 011, PAGE 50, HAVE BEEN SUPERSEDED BY PLAT BOOK 111, PAGE 53.
 - ITEM 16 - RESTRICTIONS, CONDITIONS, RESERVATIONS, DEDICATIONS, EASEMENTS AND OTHER MATTERS AS SHOWN IN PLAT BOOK 106, PAGE 50 HAVE AFFECTED THIS SITE AS DEPICTED HEREON.
 - ITEM 17 - RESTRICTIONS, CONDITIONS, RESERVATIONS, DEDICATIONS, EASEMENTS AND OTHER MATTERS AS SHOWN IN PLAT BOOK 111, PAGE 53, AFFECT THIS SITE AS DEPICTED HEREON.
 - ITEM 18 - RESTRICTIONS IN DEED BOOK 2443, PAGE 348, AS PARTIALLY ASSIGNED IN O.R.B. 1335, PAGE 108, AND IN O.R.B. 2375, PAGE 254, AND PARTIALLY ASSIGNED IN O.R.B. 1482, PAGE 218, AND IN O.R.B. 2444, PAGE 243, AS AFFECTED QUIT CLAIM DEED IN O.R.B. 9729, PAGE 136, AND BY RELEASE OF CHAIN, RESERVATION IN O.R.B. 3648, PAGE 246, AFFECT THIS SITE AS DEPICTED HEREON.
 - ITEM 19 - EASEMENT OF CHAIN, RESERVATION IN O.R.B. 3648, PAGE 246, AFFECTS THIS SITE AS DEPICTED HEREON.
 - ITEM 20 - EASEMENT OF CHAIN, RESERVATION IN O.R.B. 3648, PAGE 246, AFFECTS THIS SITE AS DEPICTED HEREON.
 - ITEM 21 - EASEMENT AND RESTRICTION AGREEMENT IN O.R.B. 7423, PAGE 638, AFFECTS THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 22 - NOT DEPICTED.
 - ITEM 23 - MATTERS A, B & C, CONTROLLED BY SURVEY PREPARED BY FERGUSON, ADRIENTH & MANUCCI, INC., AFFECT THIS SITE AS DEPICTED HEREON.
 - ITEM 24 - RESTRICTIONS, CONDITIONS, RESERVATIONS, DEDICATIONS, EASEMENTS AND OTHER MATTERS AS SHOWN IN PLAT BOOK 106, PAGE 50, HAVE AFFECTED THIS SITE AS DEPICTED HEREON.
 - ITEM 25 - RESTRICTIONS, CONDITIONS, RESERVATIONS, DEDICATIONS, EASEMENTS AND OTHER MATTERS AS SHOWN IN PLAT BOOK 111, PAGE 53, AFFECT THIS SITE AS DEPICTED HEREON.
 - THESE ARE NO KNOWN UNRECORDED CHARGES IN STREET RIGHT OF WAY (LINES). THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OF CENTRAL CONSTRUCTION OR ROAD.
 - THERE WAS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, DUMP OR SANITARY LANDFILL.



LOCATION MAP
NOT TO SCALE

- LEGEND**
- CONCRETE
 - ASPHALT PAVEMENT
 - ELEVATION
 - CHEMICAL WELLS
 - UNDERGROUND UTILITY CENTER LINE
 - CENTERLINE
 - OFFICIAL RECORDS BOOK
 - TRANSFER POINT (FOR FIELD INFORMATION ONLY)
 - CENTRAL ANGLE
 - PALM TREE





SITE PLAN

SCALE 1"=40'-0"

0' 5'-00" 10'-00" 15'-00" 20'-00" 25'-00" 30'-00" 35'-00" 40'-00" 45'-00" 50'-00" 55'-00" 60'-00" 65'-00" 70'-00" 75'-00" 80'-00" 85'-00" 90'-00" 95'-00" 100'-00"

DRAWN: [blank]
 CHECKED: [blank]
 DATE: 02/20/18
 SCALE: AS SHOWN
 SHEET NO. 01 OF 02
 SHEET

MSA ARCHITECTS
 ARCHITECTURE & PLANNING
 11000 N. UNIVERSITY BLVD., SUITE 100
 TAMPA, FL 33613
 TEL: 813.288.1100
 FAX: 813.288.1101
 WWW.MSAARCHITECTS.COM

JORAL SANCTUARY
 11000 N. UNIVERSITY BLVD., SUITE 100
 TAMPA, FL 33613
 FOR: [blank]
 DESIGN GROUP: [blank]

REVIEWS

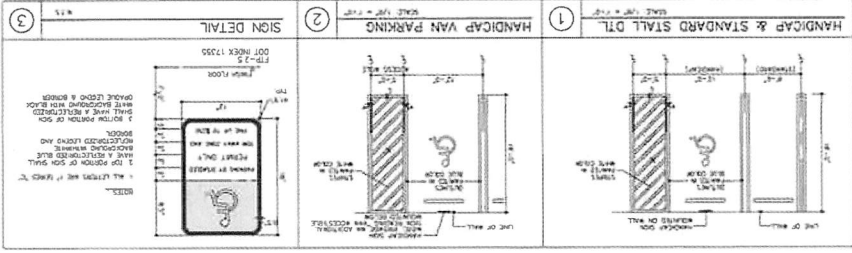
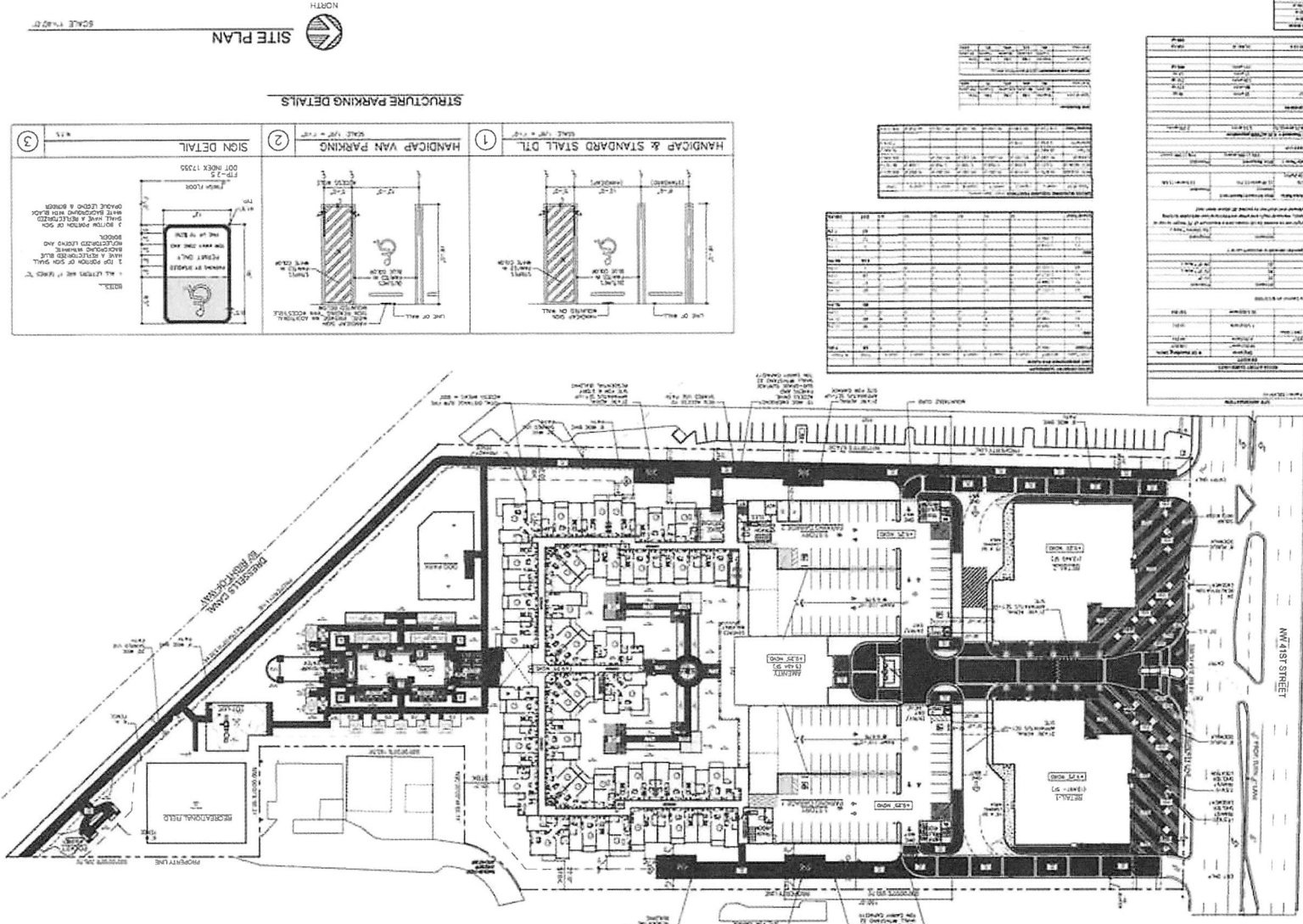
Exhibit "C"

Sanctuary Site Plan

Approved November 2, 2016

NO.	DATE	DESCRIPTION
1	11/11/11	PRELIMINARY
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3	11/11/11	REVISED
4	11/11/11	REVISED
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100	11/11/11	REVISED

NO.	DATE	DESCRIPTION
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SITE PLAN
SCALE: 1/8" = 1'-0"
NORTH

REVISED

BY

MSA ARCHITECTS & PLANNING

ARCHITECTS

10000 SW 10th St
Suite 100
Doral, FL 33126
Tel: (305) 851-1000

DORAL SANCTUARY

LOCATED AT
DORAL FOR
SHOMA GROUP

REVISIONS

BY

RESOLUTION No.17-45

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A SETTLEMENT AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, WITH SANCTUARY AT DORAL, LLC IN RESOLUTION OF SEVERAL LAWSUITS INVOLVING THE CITY'S DENIAL OF SANCTUARY AT DORAL, LLC'S WORKFORCE HOUSING APPLICATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Sanctuary is the owner of a certain 7.3 ± acres parcel of real property, generally located on the south side of N.W. 41st Street between theoretical N.W. 94th and 95th Avenues, Doral, Florida (Folio # 35-3028-007-0030) (the "Property"); and

WHEREAS, in April and August of 2016, the City approved, respectively, applications submitted by Sanctuary amending the Comprehensive Plan Future Land Use Map designation for the Property from the Office Residential future land use category to Community Mixed Use future land and rezoning the property from Industrial Commercial District to the Community Mixed Use District, both of which permit a base residential dwelling unit density of 138 units (19 units per acre) as-of-right; and

WHEREAS, pursuant to Sections 67-707 and 68-708 of the City's Land Development Code (the "Code"), Sanctuary submitted a "Master Development Agreement" and "Conceptual Site Plan" for the Property establishing a mixed-use project which generally contained 138 residential dwelling units and 30,000 square feet of retail uses (the "Project"); and

WHEREAS, in 2016, the City amended its Comprehensive Plan and its Code to create an incentive for the development of workforce housing in the City, specifically

authorizing a “Density Bonus,” whereby property owners would be able to develop additional residential units above the base density for a given property provided that a percentage of same would be restricted to individuals of certain median household income; Ordinance 2016-13 was codified in Chapter 74 of the Code as Article XVII – “Workforce Housing” (the “Workforce Housing Ordinance”); and

WHEREAS, pursuant to the Workforce Housing Ordinance, Sanctuary submitted an application for the Density Bonus of thirty percent (30%), which represented an increase of fifty-five (55) additional units for the Project—the maximum amount provided under the Code, proffering thirty-seven (37) as the required, rent-controlled workforce housing units (the “WFH Application”); and

WHEREAS, on September 28, 2016, the City Council at duly-notice quasi-judicial public hearing denied the WFH Application; and

WHEREAS, in October of 2016, the City Council at a duly-noticed, quasi-judicial public hearing approved Sanctuary’s site plan for the Project (the “Site Plan”), which included a base density of 138 residential dwelling units and bonus units provided through the City’s Creative Excellence provisions of the Code, for a total of 182 residential dwelling units; and

WHEREAS, thereafter, Sanctuary timely filed a Protective Petition for Writ of Certiorari, appealing the City Council’s decision on the WFH Application (Case No. 16-409 AP), and a Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act, as well as a Complaint for Declaratory and Injunctive Relief and Companion Complaint for Writ of Mandamus (Case No. 16-027994-CA-01), all requesting

a reversal of the City's denial, and a subsequent approval of, its WFH Application (collectively the "Litigations"); and

WHEREAS, the City and Sanctuary wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve amicably the Litigations, agreeing it is in their respective mutual best interests to enter into this settlement agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Settlement Agreement with Sanctuary at Doral, LLC, in substantially the form provided in Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. Pursuant to an express condition subsequent of the Settlement Agreement, a public hearing of the City Council considering a revised Project Site Plan, which is an exhibit to the Settlement Agreement, shall occur no more than thirty-five (35) days from the date of the approval of this Resolution.

Section 3. Authorization. The City Manager is hereby authorized to execute such agreements and other contractual documents, subject to approval by the City Attorney as to form and legal sufficiency, as may be necessary to accomplish the objectives of the Settlement Agreement.

Section 4. Implementation. The City Manager, City Clerk, and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Cabrera who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 8 day of March, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMANN, P.L.
CITY ATTORNEY