



ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6235 office

305.377.6222 fax

bfernandez@brzoninglaw.com

VIA ELECTRONIC MAIL

April 27, 2022

David R. Snow, Interim Director
City of Miami Department of Planning
444 SW 2nd Avenue, 3rd Floor
Miami, FL 33130

Re: Casa Neo's Miami – Warrant for Outdoor Seating for the
Property Located at 40 SW North River Drive, Miami, Florida

Dear Mr. Snow:

This law firm represents Casa Neo's Miami, LLC, in relation to the referenced property. The property is more specifically described by Miami-Dade Property Appraiser folio 01-4137-036-0080 (The "Property"). This letter shall serve as the Applicant's letter of intent in support of an application for a warrant to allow outdoor dining in conjunction with three (3) proposed restaurants on the Property pursuant to Article 6.3.2 of the Miami 21 Code.

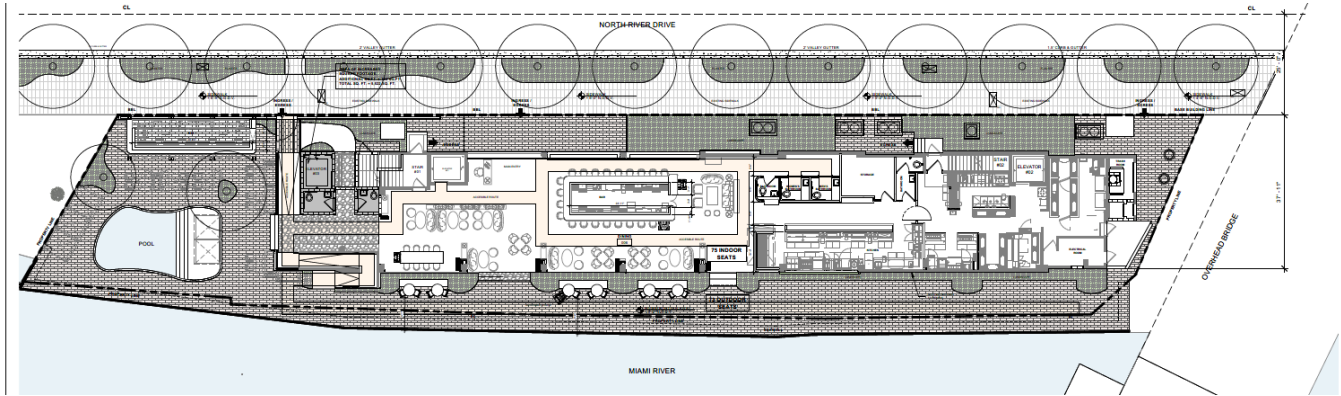
Property. The Property is a long and narrow site approximately 16,946 square feet or 0.38 Acres in size that is uniquely situated on the north side of the Miami River, on North River Drive, immediately abutting the First Street bridge and only a few yards from the Flagler Street Bridge. The Property is presently developed with a 3-story building that is permitted and is partially constructed. The building site plan, elevations and context photos is provided in the Drawings Folder.

Zoning. The Property is located in Miami's Downtown area and is zoned T6-8-0 which allows outdoor seating by Warrant.



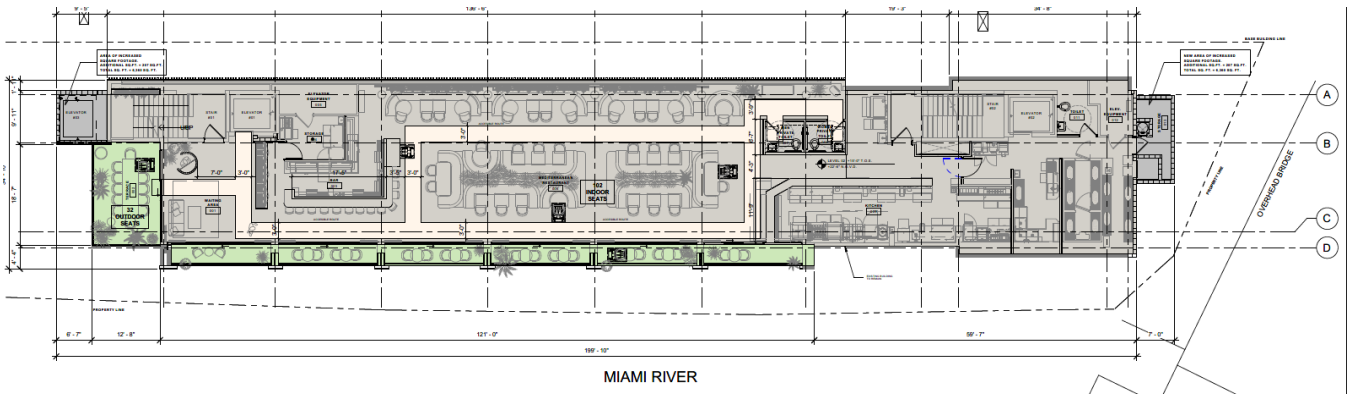
Outdoor dining. The Applicant intends to operate three (3) individual restaurants on the Property that will provide outdoor seating with scenic views of the Miami River, Downtown and Brickell. Each of the three restaurants is anticipated to offer cuisine based on a different region of the Mediterranean Sea. One restaurant will be located on each level of the building and each level will provide outdoor dining and seating as described on the floor plans prepared by G3 AEC, signed and sealed on 04/26/2022, and consisting of three (3) pages.

The ground level restaurant will accommodate up to one hundred forty-eight (148) seats and twenty-nine (29) tables. Seventy-five (75) of the ground level seats will be located indoors and seventy-three (73) seats will be outdoors as described on the Ground Level Floor Plan, (Sheet A-01).



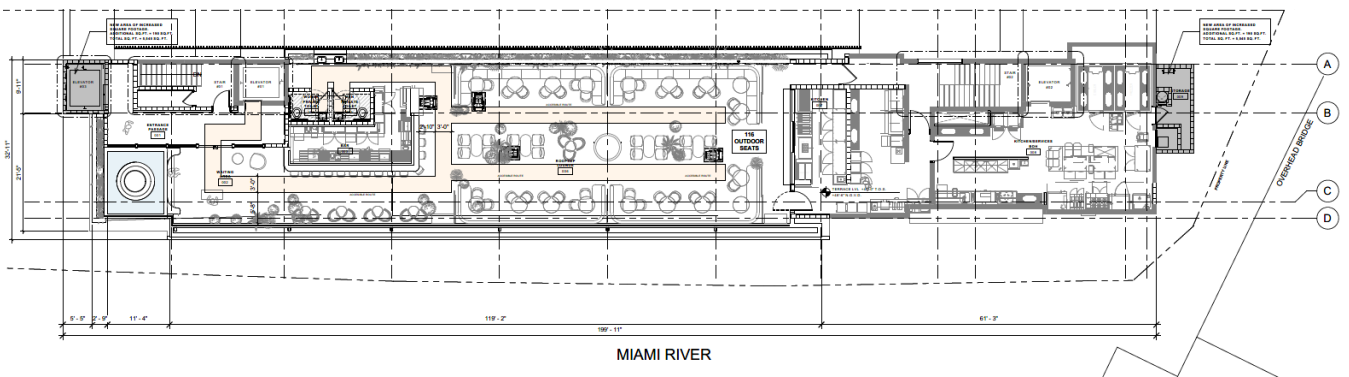
Ground Level

The second level restaurant will provide a total of thirty-two (32) outdoor seats and up to eleven (11) tables located in the balcony areas, as described in the Level 02 Floor Plan (Sheet A-02).



Second Level

Finally, the terrace level restaurant will accommodate a total of one hundred sixteen (116) seats with twenty-seven (27) tables as described on the Terrace Level Floor Plan, (Sheet A-03).



Terrace Level

Operation. The Applicant will ensure that the outdoor dining is conducted in a manner that is respectful and compatible with the neighboring properties. The outdoor dining areas will only be open for dining during the restaurants hours of operation, which will be from 10:00 AM to 2:00 AM. The Second Level of the building will include a small hotel and the restaurant on the Second Level will also offer breakfast from 7:00 AM to 11:00 AM. Each restaurant will offer wine and beer as well as a full bar service as part of dining experience. The outdoor seating areas will be used exclusively for outdoor dining, as weather permits.

The outdoor areas, on both the ground level and the terrace level will be lined along most of SW North River Drive with plants and landscaping that will serve to buffer the patron area from the street and adjacent buildings. There will also be a wall along portions of the River Drive frontage.



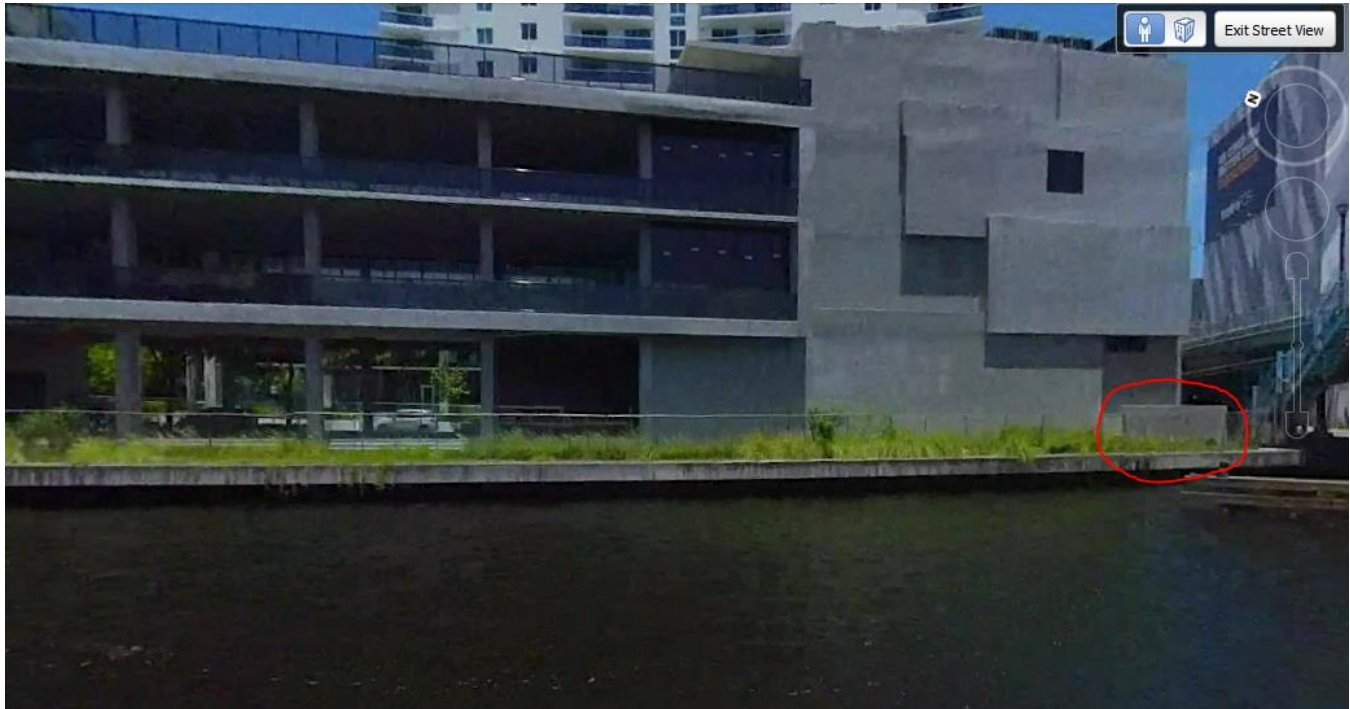
View from the River



View from River Drive

Access to the River. The Applicant is providing full access to the Miami River as is presently required by Miami 21. Recently, the Applicant presented the outdoor seating plan to the Miami River Commission Greenway Subcommittee together with a draft covenant that requires public access (See Exhibit A). The covenant provides that, “the Owner shall construct a publicly accessible Riverwalk in accordance with the Miami River Greenway Action Plan and Miami 21 Code Waterfront Standards.”

The Applicant’s proposed plan also includes improvements to the Miami Riverwalk area in order to make the existing area more walkable. For instance, there is presently a small stairway that is unnecessary for the project that the Applicant is removing in order to allow a more unimpeded flow of pedestrian access along the Riverwalk.



Small Stairway to be Removed

Parking. The Applicant will provide a valet service from the Property for patrons that arrive by car and require parking. The valet operator will be utilizing the on-street parking spaces on SW North River Drive across from the Property for the valet and will park the cars in the nearby Public Parking Lot No. 14 and Lot No. 32 located approximately one (1) block away from the Property. These lots will provide up to one hundred (100) parking spaces for the restaurants.

Analysis. The ability for patrons to dine outdoors along the River is fundamental to the Applicant's restaurant business plan. The Applicant intends to provide an outdoor dining experience along the River similar to those that can be found along the Delaware River in Philadelphia and the Chicago River in Chicago.

Approval of the outdoor dining warrant is also appropriate for the Property as the request meets the applicable Warrant review criteria described in Article 7.1.2.4 (d). The proposed outdoor dining is consistent with the intent the guiding principles of Miami 21 as the restaurants will encourage pedestrian activity along the Miami Riverfront and provide further improvement to the built environment. Allowing patrons to access outdoor seating for dining purposes will also allow them to more fully appreciate the natural resources associated with the Miami River.

The design of the building on the Property is particularly well suited to provide outdoor dining and outdoor seating in a manner that is consistent with the architecture and trend of

development along this burgeoning area of the river. Although the building is narrow, a large segment of the ground level along the river frontage opens to the river and allows patrons to take in spectacular views of the river as well as the new Flagler Street Bridge abutting the Property and the First Street Bridge to the west. A new City park is also to be developed across the River from the Property which will further enhance the view for patrons of the restaurants as well as the pedestrians enjoying the public Riverwalk.

The terrace level seating areas will provide similar views to the river and patrons will be protected from the elements by a retractable roof system.



Flagler Bridge and New Park Area



First Street Bridge

For all of the foregoing reasons we respectfully request your favorable review and approval of the warrant for the outdoor seating.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "BF-12".

Ben Fernandez

BF/bl
Enclosures

This instrument is prepared by:
Ben Fernandez
Bercow Radell Fernandez Larkin +Tapanes, PLLC
200 South Biscayne Boulevard, Suite 300
Miami, FL 33131

Reserved for Recording

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENT that the undersigned Casa Neo's Partners, LLC, a Florida limited liability company ("**Owner**") hereby makes, declares and imposes on the land herein described, this Restrictive Covenant (the "**Covenant**") running with title to the land contained herein, which shall be binding on Owner, all heirs, grantees, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them.

WHEREAS, Owner is the fee simple title holder to certain property located at 40 SW North River Drive, located in Miami, Florida, more particularly described in **Exhibit "A"** (the "**Property**") attached hereto and incorporated herein; and

WHEREAS the Owner seeks a Waiver application to permit the redevelopment of the Property with Residential, Commercial, Office, and other related uses at the Property (the "**Application**"); and

WHEREAS, the Owner voluntarily proffers this Covenant acknowledging and accepting the presence of the existing Working Waterfront 24-hour operations, as permitted, and providing for certain other improvements to the portion of the Property abutting the Miami River; and

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner, Owner hereby agrees as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. **Restrictions.** Owner covenants the following:

- a. The Owner shall construct a publicly accessible Riverwalk in accordance with the Miami River Greenway Action Plan and Miami 21 Code Waterfront Standards and as consistent with the Site Plan requiring review and approval by the City of Miami's Planning Department and the Office of Zoning.

3. Covenant Running with the Land. This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded by Owner within ten (10) days of acceptance by the City of Miami ("**City**"), at Owner's expense, in the Public Records of Miami-Dade County, Florida, and same shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors, and assigns until such time as the Covenant is terminated, modified, or released. These restrictions during their lifetime shall be for the benefit of, and be a limitation upon, all present and future owners of the subject Property and for the public welfare.

The provisions of this instrument shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless this Covenant, pursuant to Section 2 and Section 4 herein, is released in writing by the following: (i) then owners of the Property AND (ii) the City's Directors of the Department of Planning and the Department of Zoning subject to the approval of the City Attorney as to legal form, or their respective designees or successors.

4. Modification, Amendment, Release. This Covenant may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of the fee simple title to the Property, or any portion thereof, provided that the same is reviewed by the Miami River Commission, Planning Director and Zoning Director for an advisory recommendation and approved by the City of Miami City Commission. Should this Declaration be so modified, amended, or released, the Directors of the Departments of Planning and Zoning or the executive officer of a successor department, or their designees or successors, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release, at the direction of the City Commission subject to the City Attorney, or successor or designee, as to legal form.

5. Inspection and Enforcement. It is understood and agreed that any official inspector of the City may have the right at any time during the normal working hours of the City's inspector to enter upon the Property for the purpose of investigating

the use of the Property, and for determining whether the conditions of this Declaration and the requirements of the City's building and zoning regulations are being complied with. Enforcement shall be by action against any parties or person violating or attempting to violate any covenant contained herein. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

6. Election of Remedies. All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

7. Severability. Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions of this Covenant, which shall remain in full force and effect.

8. Recording. This Covenant shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner following the full approval of the Application and expiration of any appeal period. This Covenant shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Covenant shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Directors of the Planning and Zoning Departments, or their designees or successors, shall forthwith execute a written instrument, in recordable form, acknowledging that this Covenant is null and void and of no further effect, subject to the City Attorney, or successor or designee, as to legal form.

9. No Vested Rights. Nothing in this covenant shall be construed to create any vested rights whatsoever to the Owner, its successors and assigns.

[Signature Page(s) to Follow]

Signed, witnessed, executed and acknowledged this _____ day of _____, 2022.

Witnesses

Signature

Name

Signature

Name

Casa Neo's Partners, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

Address: 601 Brickell Key Drive
Suite 101
Miami, FL 33131

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____, of Casa Neo's Partners, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY SIGNATURE
Print, type, or stamp of Notary
Notary Public, State of Florida
My. Commission expires: _____

APPROVED:

By: _____
Daniel Goldberg, Director of Zoning

By: _____
_____, Director of Planning

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

By: _____
Victoria Mendez, City Attorney

DRAFT