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VIA ELECTRONIC SUBMITTAL & HAND DELIVERY

October 11, 2023

Michael Belush, Planning & Design Officer
Planning Department
City of Miami Beach
1700 Convention Center Drive, 2nd Floor
Miami Beach, Florida 33139

RE: **Letter of Intent** – DRB23-0965 –Design Review Approval for
801 South Pointe Drive, CU-2A and CU-2B2

Dear Mr. Belush:

This law firm represents Gaia Miami Beach, LLC (the "Applicant") with regard to the above-referenced property within the South of Fifth Neighborhood in the City of Miami Beach (the "City"). This letter serves as the required letter of intent in support of a request for design review approval for the Applicant's new restaurant, Gaia Miami Beach. Notably, the Applicant holds a Conditional Use Permit under Planning Board File Number PB22-0563 (the "Approved CUP"), which is included with this submittal.

Description of the Property. The subject property is a portion of commercial unit number 2 ("CU-2") located at 801 South Pointe Drive, within the existing Marea Condominium building. The Miami-Dade County Property Appraiser's Office identifies CU-2 with Folio No. 02-4203-368-0320. CU-2 has been subdivided into three sub-units identified as follows: CU2-A, CU2-B1, and CU2-B2. Currently, CU2-B1 is occupied by a small restaurant known as Kosushi. The portion of CU-2 that is the subject of this Application consists of CU2-A and CU2-B2 (the "Property"). The Property is approximately 9,534 square feet in size and is currently vacant retail/restaurant/commercial space. The Property is located at prominent corner in the neighborhood and has frontage along portions of South Pointe Drive and Washington Avenue. The Property is within the Limited Mixed Use Commercial Performance

Standard 1 (CPS-1) district, which permits neighborhood impact establishment restaurants.

Development History. The Marea Condominium project obtained a Conditional Use Permit from the Planning Board May 22, 2012 under File Number 2067, and Design Review Approval from the Design Review Board (“DRB”) on July 3, 2012 under File Number 18869. The Marea Condominium includes three (3) commercial units and 32 residential units. As part of the development of the Marea Condominium project, the City required certain improvements within the public right of way, including the sidewalk pavers, tree grates, irrigation, tree up-lights, and street lights, as memorialized in the Declaration of Restrictive Covenants Regarding Improvements in the Public Right-of-Way recorded in Official Record Book 29872, Page 4604 of the Public Records of Miami-Dade County (the “ROW Covenant”). See Exhibit A, ROW Covenant. Accordingly, the sidewalk pavers and street landscaping surrounding the Property are unique to this block.

In 2017, pursuant to Building Permit No. BC1703799, the CU-2 was subdivided to allow improvements for existing Kosushi Restaurant located in unit CU-2B1. In 2020, CU-1 was improved with a restaurant known as Red Steakhouse. The remainder of CU-2 (the “Property”) has remained vacant since the Marea Condominium project was developed. On March 28, 2023, the Planning Board approved the Applicant’s CUP to develop its proposed restaurant, Gaia Miami Beach, within the Property.

Proposed Restaurant. The Applicant is an internationally celebrated fine dining restaurant concept that serves innovative Greek-Mediterranean style dishes at its Dubai, Doha, Monte-Carlo, and London locations. The Applicant intends to bring its renowned concept to Miami Beach as its first location in the western hemisphere (“Gaia Miami Beach”). Owing its name to the Greek Goddess of Earth, every aspect of Gaia Miami Beach’s menu, décor, and atmosphere is inspired by the Earth and its fundamental components. Although consistent with respect to theme and programming, each of the Applicant’s restaurants is tailored to its specific location and neighborhood. Gaia Miami Beach will be no different, as the design and programming will be tailored to serve the residents and visitors to the South of Fifth neighborhood. The Applicant’s concept includes a traditional upscale dining, as well as an exclusive VIP dining area for an elevated experience. For Gaia Miami Beach, the Property represents the perfect space to implement this concept in a way that is adapted to fit the character of the South of Fifth Neighborhood.

Proposed Design Improvements. The Applicant seeks to improve the existing commercial storefront to create a signature entrance to Gaia Miami Beach consistent with

the Applicant's established brand, as well as add decorative panels along portions of the storefront. In addition, the Applicant intends to provide a small outdoor seating area at the west end of the Property that will be surrounded by lush landscaping contained in moveable decorative planters.

The entrance improvements consist of a canopy and decorative panels on each side of the main entrance door to create an elegant focal point on the Property's expansive storefront. In addition, the Applicant proposes decorative storefront elements consisting of wood arches with white inset LED lighting as a reference to Gaia Miami Beach's Mediterranean roots. The modest outdoor eating area at the west end of the restaurant will be partitioned from the right of way by moveable decorative planters. In addition to these exterior improvements, the Applicant is activating the Washington Avenue frontage from the interior of the Property with a display pastry/desert kitchen where culinary demonstrations may take place. Accordingly, the entire storefront stretching from South Pointe Drive to Washington Avenue is proposed to be activated with a vibrant restaurant use.

The proposed improvements are compatible with the existing Marea Condominium Building and serve to activate and beautify commercial space at a prominent location within the South of Fifth neighborhood that has been vacant for many years. The materials, lighting, and layout have been carefully designed to be consistent with the Design Review Criteria and the City Code, and serve to compliment the architectural context of the surrounding neighborhood.

Sea Level Rise and Resiliency Criteria. The proposed project advances the sea level rise and resiliency criteria pursuant to Section 7.1.2.4 of the of the Resiliency Code, as follows:

1. A recycling or salvage plan for partial or total demolition shall be provided.

A recycling or salvage plan shall be provided to the extent required for the proposed demolition.

2. Windows that are proposed to be replaced shall be hurricane proof impact windows.

To the extent new windows are proposed, new windows will be hurricane proof impact windows.

- 3. Where feasible and appropriate, passive cooling systems, such as operable windows, shall be provided.**

The Applicant will provide, where feasible, passive cooling systems.

- 4. Whether resilient landscaping (salt tolerant, highly water-absorbent, native or Florida friendly plants) will be provided.**

All landscaping will be Florida friendly and resilient.

- 5. Whether adopted sea level rise projections in the Southeast Florida Regional Climate Action Plan, as may be revised from time-to-time by the Southeast Florida Regional Climate Change Compact, including a study of land elevation and elevation of surrounding properties were considered.**

Sea level rise projections were considered and informed design decisions.

- 6. The ground floor, driveways, and garage ramping for new construction shall be adaptable to the raising of public rights-of-ways and adjacent land.**

No new driveways or ramping is proposed as part of this application.

- 7. Where feasible and appropriate. All critical mechanical and electrical systems are located above base flood elevation.**

To the extent possible, all mechanical and electrical systems will be located above base flood elevation.

- 8. Existing buildings shall be, where reasonably feasible and appropriate, elevated to the base flood elevation.**

The building is existing and was developed in 2014 in accordance with applicable floodplain regulations.

- 9. When habitable space is located below the base flood elevation plus City of Miami Beach Freeboard, wet or dry flood proofing systems will be provided in accordance with Chapter of 54 of the City Code.**

Habitable spaces below base flood elevation plus freeboard will use flood proofing system in accordance with the Code.

10. Where feasible and appropriate, water retention systems shall be provided.

Where feasible, water retention systems will be provided.

11. Cool pavement materials or porous pavement materials shall be utilized.

Cool pavement materials or porous pavement materials will be utilized where possible.

12. The design of each project shall minimize the potential for heat island effects on-site.

The design minimizes the potential for heat island effects by increasing the amount of landscaping surrounding the Property.

Conclusion. The proposed design improvements facilitate development of a high-end restaurant within a commercial space that has never been activated. The design improvements are minor in scope and allow the Applicant to make a more inviting storefront for the proposed restaurant consistent with the Design Review Criteria. Accordingly, we respectfully request your favorable review of this application. Should you have any questions, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Larkin", with a long horizontal line extending to the right.

Michael Larkin

cc: Alexey Polyakov
Ryan Lloyd
Nicholas Rodriguez, Esq.



CFN 2015R0761430
OR BK 29872 Pgs 4604-4607 (4Pgs)
RECORDED 12/02/2015 09:33:56
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Name: Eve Boutsis
Address: City Attorney's Office
1700 Convention Center Drive
Miami Beach, Fl 33139

_____/_____(This space reserved for clerk)

**DECLARATION OF RESTRICTIVE COVENANTS
REGARDING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY**

This Declaration of Restrict Covenants Regarding Improvements in the Public Right-of-Way ("Declaration") is entered into this 11th day of October 2015 by TRG ALASKA III, LLC, (the "Owner") in favor of the City of Miami Beach, Florida, a municipality of the State of Florida (the "City").

WHEREAS, the undersigned Patrick Campbell, as Vice President of TRG ALASKA III, LLC who is the fee simple Owner(s) ("Owner") of the following described property ("Property"), located at 801 South Pointe Drive, City of Miami Beach, Florida, legally described as follows:

See attached "Exhibit A"

WHEREAS, the City has required the Owner to install the following described improvements in the public right-of-way adjacent to the property: sidewalk pavers, tree grates, irrigation, tree uplights and street lights (the "Improvements") according to a plan reviewed and approved by the City's regulatory staff, entitled MAREA, prepared by Sieger Suarez Architectural Partnership, and approved on July 2, 2012 (the "Plan"); and

WHEREAS, the Owner, has applied to the Public Works Department for permission to install the Improvements within the public right-of-way, according to the Plan; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged including consideration of the approval of the right-of-way permit and/or plans approved by the Public Works Department, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon the Owners of the Property, their successors in interest and assigns, as follows:

1. The recitals and findings set forth in the preamble of this Declaration are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

2. The Owner covenants and agrees as follows:

- a. To install and maintain the Improvements for as long as the Owner, and his, her, or its successors and assigns own the Property; and
 - b. To replace, restore and/or repair the Improvements at Owner's expense, in the event the Public Works Department must issue an underground utility or right-of-way permit for work in that area; and
 - c. To hereby grant to the City the right to remove, add, maintain or have the Owner remove any of the improvements within the right-of-way, at Owner's expense, in the event the City determines in its reasonable discretion that such action is required; and
 - d. To add the City of Miami Beach as additional named insured on the Certificates of Insurance for Liability and Workmen's Compensation for a coverage in the minimum limits as approved by the City's Risk Manager.
3. This voluntary Declaration shall remain in full force and effect and shall be binding upon the Owners of the Property, their successors in interest and assigns for an initial period of thirty (30) years from the date this instrument is recorded in the public records, and shall be automatically extended for successive periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.
4. This Declaration may be modified, amended or released as to any portion of the Property by a written instrument executed by the then Owners of the fee-simple title to the land to be affected by such modification, amendment or release providing that same has been approved by the Public Works Director of the City of Miami Beach, or his designee, or the successor administrative officer with jurisdiction over the matter. Should this instrument be so modified, amended or released the Public Works Director, or his successor, or other administrative officer with jurisdiction over the matter, shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release.
5. Invalidation of any provision of this Declaration by judgment of Court shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.
6. This Declaration shall be recorded in the Public Records of Miami-Dade County, Florida, at the cost of the Owners.
7. ~~It is understood and agreed that any official inspector of the City of Miami Beach may have the right, upon reasonable prior written notice to Owners, at any time during normal working hours of entering and investigating the use of the Property, to determine whether the conditions of this Declaration are being complied with.~~
8. An action to enforce the terms and conditions of this Declaration may be brought by the City and may be by action at law or in equity against any party or person violating or attempting to violate any provision of this Declaration either to restrain violations or to recover damages. The prevailing party in the action or suit shall be entitled to recover costs and reasonable attorneys' fees, at all levels of trial and appeal. This enforcement provision shall be in addition to any other remedies available under the law.

Declaration Of Restrictive Covenants
Regarding Improvements In The Public Right-Of-Way

9. The Owners, and their successors and assigns, hereby agree to indemnify and hold harmless the City of Miami Beach, its officers and employees, from any and all liability that may arise by virtue of the City permitting the installation of these items.

Signed, sealed, executed and acknowledged on 19 day of October, 2015

WITNESSES

[Signature]
Print Name: Insullaluis

[Signature]
Print Name: victoria Delgado

OWNER

[Signature]
Print Name: Patrick Campbell

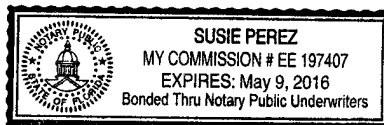
STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day personally appeared before me Patrick Campbell who is personally known to me, or has produced as identification, and he/she acknowledge that he/she executed the foregoing, freely and voluntarily, for purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 19th day of October, 2015.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA
Print Name: SUSIE PEREZ

My Commission Expires:



Approved: [Signature] 10/20/15
Public Works/Director or Dated
City Engineer

Approved as to form and language
And for execution
[Signature] 10/19/2015
City Attorney Dated

LEGAL DESCRIPTION:

PARCEL I:

A PORTION OF LOT 18 AND THE 10 FOOT WALK ADJACENT THERETO, BLOCK 51 OF THE PLAT OF OCEAN BEACH FLA. ADDITION NO.3 AS RECORDED IN PLAT BOOK 2, PAGE 81, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 18 AND THE 10 FOOT WALK ADJACENT THERETO LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE; BEGIN AT A POINT ON THE NORTHERLY LINE OF SAID LOT 18, SAID POINT BEING 0.39 FEET EASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 18; THENCE SOUTH 12°46'09" EAST, PARALLEL WITH AND 0.39 FEET EASTERLY OF THE WESTERLY LINE AT SAID LOT 18 FOR 74.85 FEET TO A POINT OF NONTANGENTIAL CURVE LEADING TO THE LEFT AND CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 47.50 FEET AND WHOSE RADIUS POINT BEARS NORTH 68°24'46" EAST; THENCE SOUTHERLY AND EASTERLY THROUGH A CENTRAL ANGLE OF 37°27'59" FOR AN ARC DISTANCE OF 31.08 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 18 AND ON THE NORTHERLY LINE OF A 10 FOOT WALKWAY AS SHOWN ON SAID PLAT OF OCEAN BEACH FLA. ADDITION NO. 3, SAID POINT BEING ALSO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHERLY AND EASTERLY THROUGH A CENTRAL ANGLE OF 23°25'51" FOR AN ARC DISTANCE OF 18.40 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 18, SAID POINT BEING 9.78 FEET SOUTHERLY OF THE SOUTHERLY CORNER OF SAID LOT 18 AND THE TERMINAL POINT OF THE HEREIN DESCRIBED LINE.

ALL OF THE ABOVE LYING AND BEING IN SECTION 3, TOWNSHIP 54 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, DADE COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL II:

A PORTION OF LOTS 29 AND 30 AND THE 10 FOOT WALK ADJACENT THERETO, BLOCK 51 OF THE PLAT OF OCEAN BEACH ADDITION NO. 3 AS RECORDED IN PLAT BOOK 2, PAGE 81, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF SAID LOT 29; THENCE NORTH 77°13'28" EAST ALONG THE NORTHERLY LINE OF SAID LOTS 29 AND 30 A DISTANCE OF 55.15 FEET TO A POINT; THENCE SOUTH 00°37'13" WEST FOR A DISTANCE OF 112.35 FEET TO A POINT ON THE SOUTHERLY LINE OF A 10 FOOT WALK SHOWN ON THE SAID PLAT OF OCEAN BEACH ADDITION NO. 3; THENCE SOUTH 76°52'58" WEST ALONG THE SOUTHERLY LINE OF SAID 10 FOOT WALK A DISTANCE OF 31.51 FEET TO ITS INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 29; THENCE NORTH 12°46'09" WEST ALONG THE SAID SOUTHERLY EXTENSION AND ALONG THE WESTERLY LINE OF SAID LOT 29 A DISTANCE OF 110.02 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE LYING AND BEING IN SECTION 3, TOWNSHIP 54 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA.

AND TOGETHER WITH:

PARCEL III:

LOTS 4, 5, 6, 7, 8, 9, 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28, BLOCK 51 OF OCEAN BEACH, FLA. ADDITION NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 81 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH A 10.00 FOOT STRIP OF LAND SHOWN ON THE REFERENCED PLAT AS A 10.00 FOOT WALK; ADJACENT TO, LOTS 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28, BLOCK 51, AND BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF REFERENCED LOTS; BOUNDED ON THE WEST BY THE WESTERLY LINE OF LOT 19, EXTENDED SOUTHERLY; BOUNDED ON THE EAST BY THE EASTERLY LINE OF LOT 28 EXTENDED SOUTHERLY; SAID WALK BEING VACATED PURSUANT TO OFFICIAL RECORDS BOOK 13887, PAGE 1812, OF THE PUBLIC RECORDS OF MIAMI - DADE COUNTY, FLORIDA.

AND TOGETHER WITH:

PARCEL IV:

A PERPETUAL EASEMENT TO OCCUPY AND USE THE "AIRSPACE", AS CREATED BY AIR RIGHTS CONSENT AND EASEMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND TRG-ALASKA III, LLC, RECORDED NOVEMBER 9, 2005 IN OFFICIAL RECORDS BOOK 23948, PAGE 864 PUBLIC RECORDS OF MIAMI - DADE COUNTY, FLORIDA, OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF BISCAYNE COURT BEING A 15 FOOT PUBLIC RIGHT OF WAY, LYING BETWEEN LOTS 4, 5, 6, 7, 8, 9 AND 24, 25, 26, 27, 28, 29, BLOCK 51, OCEAN BEACH, FLA. ADDITION NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 81 OF THE PUBLIC RECORDS OF MIAMI - DADE COUNTY, FLORIDA, AND BEING A PERIMETRICAL BOUNDARY LYING ABOVE ELEVATION +20.00 FEET RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN SAID INSTRUMENT.