

This application is available in alternate formats upon request.

LIST OF REQUIRED INFORMATION:

1. ☒ Drawings that will clearly present your project and that identify the issue(s) that relate to the waiver you are requesting. As a minimum, the following drawings must be submitted:
 - a. ☒ Project site plan
 - b. ☒ 24" x 36" minimum size drawings
 - c. ☒ Building/project sections (if necessary to assist in understanding the waiver request)
 - d. ☒ Enlarged floor plan(s) of the area in question
2. ☒ One set of reduced scale (11" x 17") versions of the drawings submitted in item one above.
3. ☒ One set of overhead transparencies (8 1/2" x 11") of the drawings submitted in item one above. When numerous features are shown on the drawings, please designate the location of the waiver items by highlighting or outlining in color the affected areas.
4. ☒ When substantial financial cost of compliance is alleged, supporting cost estimates with quotes from at least two vendors or contractors and catalog information.
5. ☒ If you feel photographs and/or renderings are necessary for your presentation, provide 40 legible color photocopies of the photographs and/or renderings. If color photocopies of photographs are provided, use a minimum size of 4" x 6" photographs with a maximum of two photographs per photocopied page.
6. ☒ Please submit a hard copy of this application to the Department of Community Affairs. PLEASE NOTE: Although not required by Rule 9B-7, F.A.C., in addition to the hard copy please include a copy of the application and drawings or plans on a CD in PDF format.

General Information:

- a. **Equipment:** A CD projector is provided at the Accessibility Advisory Council and Florida Building Commission meetings. Any other equipment necessary for your presentation, such as an overhead projector, TV/VCR, slide or LCD projectors, etc., is the responsibility of the applicant.
- b. **Verbal Descriptions:** Presentations may be to sight or hearing impaired persons; visual presentations should consider adequate verbal and text descriptions of charts and pictures.

Your application will be reviewed by the Accessibility Advisory Council. You will have the opportunity to answer questions and/or make a short presentation **not to exceed 15 minutes**. The Council will provide recommendations to the Florida Building Commission. The Commission will review the application. You will have another opportunity to answer questions and /or give a short presentation **not to exceed 15 minutes**. The Commission will consider all information and the Council's recommendation before voting on the waiver.

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**REQUEST FOR WAIVER FROM ACCESSIBILITY REQUIREMENTS
OF CHAPTER 553, PART V, FLORIDA STATUTES**

Your application will be reviewed by the Accessibility Advisory Council and its recommendations will be presented to the Florida Building Commission. You will have the opportunity to answer questions and/or make a short presentation, not to exceed 15 minutes, at each meeting. The Commission will consider all information presented and the Council's recommendation before voting on the waiver request.

1. Name and address of project for which the waiver is requested.

Name: CARITAS ALEGRE ADULT DAY CARE

Address: 2407 NW 7 ST
MIAMI FL. 33125

2. Name of Applicant. If other than the owner, please indicate relationship of applicant to owner and written authorization by owner in space provided:

Applicant's Name: LMP HOLDINGS

Applicant's Address: 2401 NW 7 ST

Applicant's Telephone: 305-642-9494 FAX: 305-642-0889

Applicant's E-mail Address: LAURA@LMPTC.COM

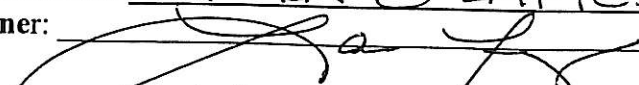
Relationship to Owner: TENANT (REFER TO EXHIBIT #1 & #1a)

Owner's Name: LMP HOLDINGS

Owner's Address: 2401 NW 7 ST

Owner's Telephone: 305-642-9494 FAX 305-642-0889

Owner's E-mail Address: LAURA@LMPTC.COM

Signature of Owner: 

Contact Person: LAURA PEREZ

Contact Person's Telephone: 305 642. 9494 E-mail Address: LAURA@LMPTC.COM
EXT 112

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Form No. 2001-01

3. Please check one of the following:

☐ New construction.

☐ Addition to a building or facility.

☒ Alteration to an existing building or facility. TO COMPLY W/ ADA & BAY SEPARATION. NO OTHER UPGRADE REQUIRED.

☐ Historical preservation (addition).

☐ Historical preservation (alteration).

4. **Type of facility.** Please describe the building (square footage, number of floors). Define the use of the building (i.e., restaurant, office, retail, recreation, hotel/motel, etc.)

FOUR (4) SEPARATE BAYS (EA W/ AN ADDRESS) WITH A TOTAL OF 3,820 SF IN ONE LEVEL USED AS A GROUP "B" BUSINESS. ONE (1) BAY WITH A TOTAL OF 1,000 SF BEING CONVERTED INTO AN ADULT DAY CARE FACILITY.

5. **Project Construction Cost** (Provide cost for new construction, the addition or the alteration): (REFER TO COST ESTIMATES EXHIBIT #2 & #3)

ADA ALTERATION WITHOUT REQUESTED WAIVER \$11,762

ADA ALTERATION WITH ONLY REQUESTED WAIVER \$46,524

6. **Project Status:** Please check the phase of construction that best describes your project at the time of this application. Describe status.

☐ Under Design ☐ Under Construction*

☒ In Plan Review ☐ Completed* (SEE ATTACHED PLAN REVIEW LIST EXHIBIT #4)

* Briefly explain why the request has now been referred to the Commission.

WE WILL BE COMPLYING W/ ALL ADA REQUIREMENTS (SEE ATTACHED PLANS REVIEW LIST) EXCEPT FOR ITS \$42,476 "MAIN ENTRANCE MUST BE ACCESSIBLE."

REASONS FOR REQUEST AS FOLLOWS:

1. EXISTING SIDEWALK IS NOT ACCESSIBLE. (NEITHER SIDE)
2. SUBSTANTIAL FINANCIAL COST WILL BE INCURRED BY OWNER IF WAIVER IS DENIED.
3. LIGHT POLE IS IN FRONT OF ENTRY AREA (REQUESTED WAIVER)
4. RAMP MIN OF 18' WITHOUT LANDING NOT FEASIBLE

IN A 14'-6" WIDE BAY. SINCE THERE IS ONLY A 4' DISTANCE FROM PROPERTY LINE TO ENTRANCE WALL THIS RAMP WOULD NEED TO BE BUILT INSIDE THE EXISTING TENANT SPACE. (SEE ATTACHED SKETCHES)

7. Requirements requested to be waived. Please reference the applicable section of Florida law. Only Florida-specific accessibility requirements may be waived. EXHIBITS # 5, #6 & #7

Issue

1: SECTION 11-4.3.2(1) "AT LEAST ONE ACCESSIBLE ROUTE WITHIN THE BOUNDARY OF THE SITE SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, AND ACCESSIBLE PASSENGER LOADING ZONES, AND PUBLIC STREETS OR SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE."

8. Reason(s) for Waiver Request: The Florida Building Commission may grant waivers of Florida-specific accessibility requirements upon a determination of unnecessary, unreasonable or extreme hardship. Please describe how this project meets the following hardship criteria. Explain all that would apply for consideration of granting the waiver.

☒ The hardship is caused by a condition or set of conditions affecting the owner which does not affect owners in general.

THE 4 BAYS WERE BUILT IN 1948 PRIOR TO ADA REQUIREMENTS & WITH VERY LITTLE DISTANCE FROM PROPERTY LINE TO FRONT OF BLDG (4' ONLY).

☒ Substantial financial costs will be incurred by the owner if the waiver is denied.

OWNER HAS 3 IDENTICAL ENTRY BAYS (1) IS 1,000 SF & (2) ARE 500 SF EA. THE TOTAL COST WOULD BE APPLICABLE TO EA. BAY THEREFORE COST IS X BY 3.

☒ The owner has made a diligent investigation into the costs of compliance with the code, but cannot find an efficient mode of compliance. Provide detailed cost estimates and, where appropriate, photographs. Cost estimates must include bids and quotes.

IT WOULD BE VERY DIFFICULT TO ACCOMMODATE A 18' RAMP IN A 14'-6" CLR BAY. THE ONLY FEASIBLE SOLUTION WOULD BE A LIFT WHICH WOULD REQUIRE PARTIAL DEMOLITION OF THE STOREFRONT SINCE THERE IS ONLY

4' BETWEEN STREET & FRONT PROPERTY. THIS^{COST} WOULD BE PER BAY. (REFER TO ATTACHED SKETCHES)

9. Provide documented cost estimates for each portion of the waiver request and identify any additional supporting data which may affect the cost estimates. For example, for vertical accessibility, the lowest documented cost of an elevator, ramp, lift or other method of providing vertical accessibility should be provided, documented by quotations or bids from at least two vendors or contractors. (COST ESTIMATES ATTACHED)

a. ONLY ONE WAIVER IS BEING REQUESTED FOR BAY ADDRESS 2407 NW 7 ST ENTRANCE

b. _____

c. _____

10. Licensed Design Professional: Where a licensed design professional has designed the ~~project~~, his or her comments MUST be included and certified by signature and affixing of his or her professional seal. The comments must include the reason(s) why the waiver is necessary. ADA UPGRADE ONLY

Signature

Printed Name

LAURA PEREZ AR0011674

Phone number 305-642-9494 EXT 112

(SEAL)

REVIEW AND RECOMMENDATION BY LOCAL BUILDING DEPARTMENT.

Please state why the issue is being referred to the Florida Building Commission as well as a recommendation for disposition. The Building Official or his or her designee should review the application and indicate that to the best of his or her knowledge, all information stipulated herein is true and accurate. Further, if this project is complete, explain why it is being referred to the Commission. The Building Official or his or her designee should sign a copy of the plans accompanying this application as certification that such plans are the same as those submitted for building department review. Please reference the applicable section of the Accessibility Code.

- a. REFER TO ATTACHED PLG OFFICIAL COMMENTS
EXHIBIT # 4)
- b. _____
- c. _____

Has there been any permitted construction activity on this building during the past three years? If so, what was the cost of construction?

☐ Yes ☒ No Cost of Construction _____

Comments/Recommendation BUILDING OFFICIAL REFERRED US
TO REQUEST A WAIVER

Jurisdiction _____

Building Official or Designee _____
Signature

Printed Name _____

Certification Number _____

Telephone/FAX _____

Address: _____

CERTIFICATION OF APPLICANT:

I hereby swear or affirm that the applicable documents in support of this Request for Waiver are attached for review by the Florida Building Commission and that all statements made in this application are to the best of my knowledge true and correct.

Dated this 18th day of FEBRUARY, 20 11

Signature

LAURA PEREZ
Printed Name

By signing this application, the applicant represents that the information in it is true, accurate and complete. If the applicant misrepresents or omits any material information, the Commission may revoke any order and will notify the building official of the permitting jurisdiction. Providing false information to the Commission is punishable as a misdemeanor under Section 775.083, Florida Statutes.

Caritas Allegre Day Care

2407 NW 7th Street
Miami, FL 33125
786 523 5382

February 21, 2011

LMP Holding, Inc.
2401 NW 7th Street
Miami, FL 33125

Re: Property Access

Dear Ms. Perez:

This is to confirm that our business does not receive walk up clients. Our (adult) clients are referred to us and go through an initial screening prior to acceptance. Once they are accepted the pick up and drop off are made by our bus service. The bus service will drop off and pick up in the rear parking of the building where there will be and ADA accessible route and entrance.

If you have any additional questions please do not hesitate to contact me.

Sincerely

A handwritten signature in blue ink that reads "Iris C. Herrera". The signature is fluid and cursive, with the first name "Iris" being more prominent.

Iris Herrera

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective **December 20, 2010** by and between **LMP Holdings Inc.** ("Landlord") and **Caritas Alegre Day Care** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **2401-2407 NW 7th Street Miami FL 33125** (the "Building"):

Landlord makes available for lease a portion of the Building designated as **2407 NW 7th Street Miami FL 33125 (approx 1,000 SF)**

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of one year beginning **January 1, 2011** and ending **December 31, 2011**

B. Tenant may renew the Lease for one extended term of **1 year**. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial first year Term rental of **\$18,000** per year, payable in installments of **\$1,500** per month plus applicable sales tax of **\$105.00 (total monthly payment of \$1,605)**. Each installment payment shall be due in advance on the **first** day of each calendar month during the lease term to Landlord at **2401 NW 7th Street Miami, FL 33125** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of **\$1,500**.

If state sales tax requirements change then tenant is required comply with changes.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Animals or pets are not allowed on the premises or space.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased

Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

Wash bowls and water closets shall not be used for any other purpose other than those for which they were constructed. Any stoppages within the demised Premises shall be corrected by the tenant at its expense.

A refrigerator will be available for use by the tenant. Any repairs or replacement will be at the tenant's expense.

No additional locks and/or replacement locks shall be placed on any door without a written request to Landlord and per Landlord's written consent.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or a bated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Landlord shall pay all charges for water, sewer, and waste used by Tenant on the Leased Premises during the term of this Lease. Tenant is responsible for telephone, electricity and other services and utilities. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Also tenant can use existing waste dumpster as long as use does not cause additional increase to size of container or frequency of pickup.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use of three parking spaces

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and

performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

**LMP Holdings Inc.
2401 NW 7th Street Miami FL 33125**

If to Tenant to:

**Caritas Alegre Day Care
2407 NW 7th Street Miami FI 33125**

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant

shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

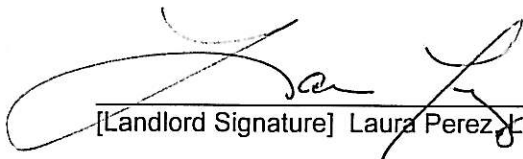
29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

 1/28/11
[Landlord Signature] Laura Perez, LMP Holdings Inc.


[Tenant Signature] Iris C. Herrera, Caritas Alegre Day Care

**PROBABLE CONSTRUCTION COST
ADA ALTERATIONS (COST NOT INCLUDING WAIVER ITEM)**

Laura M. Perez & Associates
2401 N.W. 7th Street
Miami, FL 33125
Ph: (305) 642-9494 F: (305) 642-0889

Date: 02-17-11
Revised:

ESTIMATE SUMMARY

Project Name:	CARITAS ALEGRE DAY CARE ADA UPGRADE	Project #:	
Phase:	100 %	Revision:	
Description:	Bathroom & Rear Entrance ADA Upgrading	Estimator:	RP
Location:	2407 NW 7 St Miami, Florida 33125	Area / SF:	
File Name:		Cost / Gross SF:	#DIV/0!
		Probable Cost	
		TOTALS	% OF DIR. COSTS
			% OF TOTAL
Division 1 - FIELD GENERAL CONDITIONS		\$1,450.00	18.01%
Division 2 - SITEWORK		\$1,125.00	13.97%
Division 3 - CONCRETE		\$1,565.00	19.44%
Division 4 - MASONRY		\$375.00	4.66%
Division 5 - STEEL		\$0.00	0.00%
Division 6 - CARPENTRY		\$75.00	0.93%
Division 7 - THERMAL AND MOISTURE PROTECTION		\$162.50	2.02%
Division 8 - DOORS AND WINDOWS		\$600.00	7.45%
Division 9 - FINISHES		\$2,298.00	28.54%
Division 10 - SPECIALTIES		\$150.00	1.86%
Division 11 - EQUIPMENT		\$0.00	0.00%
Division 12 - FURNISHINGS		\$0.00	0.00%
Division 13 - SPECIAL CONSTRUCTION		\$0.00	0.00%
Division 14 - CONVEYING SYSTEM		\$0.00	0.00%
Division 15 - MECHANICAL WORK		\$0.00	0.00%
Division 16 - ELECTRICAL WORK		\$250.00	3.11%
TOTAL DIRECT COSTS		\$8,050.50	
SUPERVISION	10.00%	\$805.05	
SUBTOTAL		\$8,855.55	
CONTRACTOR'S OVERHEAD	10.00%	\$885.56	
SUBTOTAL		\$9,741.11	
PROFIT	15.00%	\$1,461.17	
SUBTOTAL		\$11,202.27	
CONTINGENCY	5.00%	\$560.11	
TOTAL		\$11,762.38	100.00%

Probable Construction cost:

\$11,762.38

ESTIMATE WORKSHEET

Project: LMP OFFICE - ADA UPGRADE
 Description: Bathroom & Rear Entrance ADA
 Location: 2401 NW 7 St
 Miami, Florida 33125

G. Area (SF): N/A

Duration: 9.0 Weeks

Estimator: RG

CODE	ITEM OF WORK	QTY	UM	UNIT COST	TOTAL	REMARKS	COST/SF (\$/SF)
	DIV. 1 - FIELD GENERAL CONDITIONS						
	Mobilization / set up	4	HR	\$56.25	\$225.00		
	Barricades	1	LS	\$50.00	\$50.00		
	Trash Dumpsters	1	EA	\$400.00	\$400.00		
	Final pick up and clean-up	4	HR	\$56.25	\$225.00		
	Tool Rentals	1	LS	\$150.00	\$150.00		
	Safety Equipment / Inspection / OSHA Compl.	1	LS	\$50.00	\$50.00		
	Dust Control	1	LS	\$50.00	\$50.00		
	Building Permit Fees	1	LS	\$300.00	\$300.00	Allowance	
	TOTAL DIVISION 1				\$1,450.00		
	DIV. 2 - SITE WORK						
	Demolition:						
	Interior prehung doors	1	HR	\$56.25	\$56.25		
	Shower	3	HR	\$56.25	\$168.75		
	Remove wall tile	4	HR	\$56.25	\$225.00		
	Interior partitions	2	HR	\$56.25	\$112.50		
	Floor Tile	2	HR	\$56.25	\$112.50		
	Suspended ceiling	1	HR	\$56.25	\$56.25		
	Exterior door and iron gate	2	HR	\$56.25	\$112.50		
	Remove rear ramps at front of doors	3	HR	\$56.25	\$168.75		
	Miscellaneous	2	HR	\$56.25	\$112.50		
	TOTAL DIVISION 2				\$1,125.00		
	DIV 3 - CONCRETE						
	Rear Ramp and Landing						
	Concrete	1	Min	\$450.00	\$450.00		
	Wire Mesh	1	Min	\$100.00	\$100.00		
	Labor forming, pouring, stripping	8	HR	\$56.25	\$450.00		
	Concrete Pump rental	4	HR	\$85.00	\$340.00		
	Interior Ramp. Filling up:				\$0.00		
	Labor forming, pouring, stripping	4		\$56.25	\$225.00		
	TOTAL DIVISION 3				\$1,565.00		
	DIV 4 - MASONRY						
	Block up masonry openings Material	1	Min	\$150.00	\$150.00		
	Block up masonry openings Labor	4	HR	\$56.25	\$225.00		
	TOTAL DIVISION 4				\$375.00		
	DIV 5 - STRUCT. & MISC. STEEL						
	Not Used				\$0.00		
	TOTAL DIVISION 5				\$0.00		
	DIV 6 - Wood & Plastics						
	Misc. wood blocking & Fire stopping	1	LS	75.00	\$75.00		

ESTIMATE WORKSHEET

Project: LMP OFFICE - ADA UPGRADE
 Description: Bathroom & Rear Entrance ADA
 Location: 2401 NW 7 St
 Miami, Florida 33125
 Estimator: RG

G. Area (SF): N/A

Duration: 9.0 Weeks

CODE	ITEM OF WORK	QTY	UM	UNIT COST	TOTAL	REMARKS	COST/SF (\$/SF)
TOTAL DIVISION 6					\$75.00		
DIV 7- THERMAL & MOISTURE PROTECTION							
	R-3 wall insulation Material	1	Min	\$50.00	\$50.00		
	R-3 wall insulation Labor	2	HR	\$56.25	\$112.50		
TOTAL DIVISION 7					\$162.50		
DIV 8 - DOORS & WINDOWS							
	Prehung relocate	4	HR	\$56.25	\$225.00		
	R&R Exterior Doors Hardware Material	2	EA	\$75.00	\$150.00		
	R&R Exterior Doors Hardware Labor	4	HR	\$56.25	\$225.00		
TOTAL DIVISION 8					\$600.00		
DIV 9 - FINISHES							
Interior Walls Labor & Material:							
	1/2" Gyp. Bd./ 3 5/8" Mtl. studs - 10' high	100	SF	\$ 5.50	\$ 550.00		
	Close Door Opening: 1/2" Gyp. Bd. Both sides / 3 5/8" Mtl. Studs	21	SF	\$ 7.25	\$ 152.25		
	1/2" Gyp. Bd./ Furring on CMU	21	SF	\$ 5.75	\$ 120.75		
	Miscellaneous finish and patching Labor	8	HR	\$ 56.25	\$ 450.00		
Ceiling Labor & Material:							
	Miscellaneous finish and patching Labor	4	HR	\$ 56.25	\$ 225.00		
Flooring Labor & Material:							
	Ceramic tile floor filling & patching	1	Min	\$350.00	\$ 350.00		
Painting labor & Material:							
	Walls	1	Min	\$300.00	\$300.00		
	Doors	2	EA	\$75.00	\$150.00		
TOTAL DIVISION 9					\$ 2,298.00		
DIV.10.- SPECIALTIES							
	Grab Bars	2	EA	\$75.00	\$150.00		
TOTAL DIVISION 10					\$150.00		
DIV 11 - EQUIPMENT							
	Not Used				\$0.00	By Owner	
TOTAL DIVISION 11					\$0.00		
DIV 12 - FURNITURE							
	Not Used				\$0.00		
TOTAL DIVISION 12					\$0.00		

ESTIMATE WORKSHEET

Project: LMP OFFICE - ADA UPGRADE
 Description: Bathroom & Rear Entrance ADA
 Location: 2401 NW 7 St
 Miami, Florida 33125
 Estimator: RG

G. Area (SF): N/A

Duration: 9.0 Weeks

CODE	ITEM OF WORK	QTY	UM	UNIT COST	TOTAL	REMARKS	COST/SF (\$/SF)
	DIV 13 - SPECIAL CONSTRUCTION						
	Not Used				\$0.00		
	TOTAL DIVISION 13				\$0.00		
	DIV 14 - CONVEYING SYSTEM						
	Not Used				\$0.00		
	TOTAL DIVISION 14				\$0.00		
	DIV 15A - PLUMBING						
	Remove & Relocate toilet (rough-in included))	1	EA	\$500.00	\$500.00		
	Remove & Replace Lav. Faucets	1	EA	\$175.00	\$175.00		
	TOTAL DIVISION 15A				\$675.00		
	DIV 15B - HVAC						
	Not Used				\$0.00		
	TOTAL DIVISION 15				\$0.00		
	DIV 16 - ELECTRICAL						
	Relocate door switch	1	Min	\$250.00	\$250.00		
	TOTAL DIVISION 16				\$250.00		
	TOTAL COST OF WORK				\$8,725.50		

**PROBABLE CONSTRUCTION COST
ADA ALTERATIONS (COST OF WAIVER ONLY)**

*SCHEME 3 W/LIFT
EXHIBIT#7*

Laura M. Perez & Associates
2401 N.W. 7th Street
Miami, FL 33125
Ph: (305) 642-9494 F: (305) 642-0889

Date: 02-17-11
Revised:

ESTIMATE SUMMARY

Project Name:	CARITAS ALEGRE DAY CARE ENTRANCE - ADA COMPLIANCE	Project #:	
Phase:	100 %	Revision:	
Description:	Front Entrance ADA Compliance	Estimator:	RP
Location:	2407 NW 7 St Miami, Florida 33125	Area / SF:	
File Name:		Cost / Gross SF:	
		Probable Cost	
		TOTALS	% OF DIR. COSTS
			% OF TOTAL
Division 1 - FIELD GENERAL CONDITIONS	\$1,700.00	5.34%	
Division 2 - SITEWORK	\$1,950.00	6.12%	
Division 3 - CONCRETE	\$3,105.00	9.75%	
Division 4 - MASONRY	\$350.00	1.10%	
Division 5 - STEEL	\$0.00	0.00%	
Division 6 - CARPENTRY	\$100.00	0.31%	
Division 7 - THERMAL AND MOISTURE PROTECTION	\$162.50	0.51%	
Division 8 - DOORS AND WINDOWS	\$4,800.00	15.07%	
Division 9 - FINISHES	\$2,925.00	9.19%	
Division 10 - SPECIALTIES	\$400.00	1.26%	
Division 11 - EQUIPMENT	\$0.00	0.00%	
Division 12 - FURNISHINGS	\$0.00	0.00%	
Division 13 - SPECIAL CONSTRUCTION	\$0.00	0.00%	
Division 14 - CONVEYING SYSTEM	\$15,000.00	47.11%	
Division 15 - MECHANICAL WORK	\$0.00	0.00%	
Division 16 - ELECTRICAL WORK	\$1,350.00	4.24%	
TOTAL DIRECT COSTS	\$31,842.50		
SUPERVISION 10.00%	\$3,184.25		
SUBTOTAL	\$35,026.75		
CONTRACTOR'S OVERHEAD 10.00%	\$3,502.68		
SUBTOTAL	\$38,529.43		
PROFIT 15.00%	\$5,779.41		
SUBTOTAL	\$44,308.84		
CONTINGENCY 5.00%	\$2,215.44		
TOTAL	\$46,524.28		100.00%

Probable Construction cost each bay:

\$46,524.28

Probable Construction cost for all three bays:

\$139,572.00

ESTIMATE WORKSHEET

Project: LMP OFFICE - ADA UPGRADE
 Description: Front Entrance ADA Compliance
 Location: 2407 NW 7 St
 Miami, Florida 33125

G. Area (SF): N/A

Duration: 9.0 Weeks

Estimator: RG

CODE	ITEM OF WORK	QTY	UM	UNIT COST	TOTAL	REMARKS	COST/SF (\$/SF)
	DIV. 1 - FIELD GENERAL CONDITIONS						
	Mobilization / set up	4	HR	\$56.25	\$225.00		
	Barricades	1	LS	\$100.00	\$100.00		
	Trash Dumpsters	1	EA	\$400.00	\$400.00		
	Final pick up and clean-up	4	HR	\$56.25	\$225.00		
	Tool Rentals	1	LS	\$300.00	\$300.00		
	Safety Equipment / Inspection / OSHA Compl.	1	LS	\$50.00	\$50.00		
	Dust Control	1	LS	\$100.00	\$100.00		
	Building Permit Fees	1	LS	\$300.00	\$300.00		
	TOTAL DIVISION 1				\$1,700.00		
	DIV. 2 - SITE WORK						
	Demolition:						
	Removal in interior glass partitions	4	HR	\$56.25	\$225.00		
	Remove concrete steps labor	4	HR	\$56.25	\$225.00		
	Cut & remove concrete floor	4	HR	\$56.25	\$225.00		
	Remove section of Storefront and shutters	10	HR	\$56.25	\$562.50		
	Cut & remove floor tile	2	HR	\$56.25	\$112.50		
	Cut, Remove and shore suspended ceiling	4	HR	\$56.25	\$225.00		
	Miscellaneous	2	HR	\$56.25	\$112.50		
	Boad-up opening Labor	2	HR	\$56.25	\$112.50		
	Boad-up opening Material	1	LS	\$150.00	\$150.00		
	TOTAL DIVISION 2	29			\$1,950.00		
	DIV. 3 - CONCRETE						
	Interior Steps & Conc. Slab:						
	Concrete	1	Min	\$450.00	\$450.00		
	Wire Mesh & Rebars	1	Min	\$200.00	\$200.00		
	Formwork labor	12	HR	\$56.25	\$675.00		
	Formwork material	1	LS	\$200.00	\$200.00		
	Conc. Pouring labor	8	HR	\$56.25	\$450.00		
	Concrete Pump rental	8	HR	\$85.00	\$680.00		
	Formwork striping	2	HR	\$56.25	\$112.50		
	Misc. labor, cutting, picking up, cleaning	6	HR	\$56.25	\$337.50		
	TOTAL DIVISION 3				\$3,105.00		
	DIV. 4 - MASONRY						
	Masonry: labor	4	HR	\$56.25	\$225.00		
	masonry Material	1	LS	\$125.00	\$125.00		
	TOTAL DIVISION 4				\$350.00		
	DIV. 5 - STRUCT. & MISC. STEEL						
	Not Used				\$0.00		
	TOTAL DIVISION 5				\$0.00		
	DIV. 6 - Wood & Plastics						

ESTIMATE WORKSHEET

Project: LMP OFFICE - ADA UPGRADE
 Description: Front Entrance ADA Compliance
 Location: 2407 NW 7 St
 Miami, Florida 33125
 Estimator: RG

G. Area (SF): N/A

Duration: 9.0 Weeks

CODE	ITEM OF WORK	QTY	UM	UNIT COST	TOTAL	REMARKS	COST/SF (\$/SF)
	Misc. wood blocking & Fire stopping	1	LS	100.00	\$100.00		
	TOTAL DIVISION 6				\$100.00		
	DIV 7- THERMAL & MOISTURE PROTECTION						
	R-3 wall insulation Material	1	Min	\$50.00	\$50.00		
	R-3 wall insulation Labor	2	HR	\$56.25	\$112.50		
	TOTAL DIVISION 7				\$162.50		
	DIV 8 - DOORS & WINDOWS						
	Re-install section of storefront and shutters	12	HR	\$56.25	\$675.00		
	Storefront and shutter alteration	1	LS	\$2,000.00	\$2,000.00		
	New ADA hardware labor	4	HR	\$56.25	\$225.00		
	New ADA hardware supply	1	LS	\$450.00	\$450.00		
	New Glass partions (to match existing)	1	LS	\$1,000.00	\$1,000.00		
	Installation of New Glass partions	8	HR	\$56.25	\$450.00		
	TOTAL DIVISION 8				\$4,800.00		
	DIV 9 - FINISHES						
	Interior Walls Labor & Material:						
	1/2" Gyp. Bd./ Furring on CMU	30	SF	\$ 7.50	\$ 225.00		
	Miscellaneous finish and patching Labor	16	HR	\$ 56.25	\$ 900.00		
	Ceiling Labor & Material:						
	Miscellaneous finish and patching Labor	8	HR	\$ 56.25	\$ 450.00		
	Flooring Labor & Material:						
	Ceramic tile floor	100	SF	\$7.50	\$ 750.00		
	Painting labor & Material:						
	Walls	1	Min	\$350.00	\$350.00		
	Ceilings	1	Min	\$250.00	\$250.00		
	TOTAL DIVISION 9				\$ 2,925.00		
	DIV 10 - SPECIALTIES						
	Railings	1	LS	\$400.00	\$400.00		
	TOTAL DIVISION 10				\$400.00		
	DIV 11 - EQUIPMENT						
	Not Used				\$0.00	By Owner	
	TOTAL DIVISION 11				\$0.00		
	DIV 12 - FURNITURE						
	Not Used				\$0.00		

ESTIMATE WORKSHEET

Project: LMP OFFICE - ADA UPGRADE
 Description: Front Entrance ADA Compliance
 Location: 2407 NW 7 St
 Miami, Florida 33125
 Estimator: RG

G. Area (SF): N/A

Duration: 9.0 Weeks

CODE	ITEM OF WORK	QTY	UM	UNIT COST	TOTAL	REMARKS	COST/SF (\$/SF)
	TOTAL DIVISION 12				\$0.00		
	DIV 13 - SPECIAL CONSTRUCTION						
	Not Used				\$0.00		
	TOTAL DIVISION 13				\$0.00		
	DIV 14 - CONVEYING SYSTEM						
	Lift	1	EA	\$15,000.00	\$15,000.00		
	TOTAL DIVISION 14				\$15,000.00		
	DIV 15A - PLUMBING						
	Not Used				\$0.00		
	TOTAL DIVISION 15A				\$0.00		
	DIV 15B - HVAC						
	Not Used				\$0.00		
	TOTAL DIVISION 15				\$0.00		
	DIV 16 - ELECTRICAL						
	Power for Lift	1	LS	\$350.00	\$350.00		
	Relocate door switch, wall outlets, lights, phon	1	LS	\$1,000.00	\$1,000.00		
	TOTAL DIVISION 16				\$1,350.00		
	TOTAL COST OF WORK				\$31,842.50		

PGM-ID: PV/PP/PO/PLANCHKLST
JOB NAME: PV/PP/PJ/PLANCHKLST
EXHIBIT #4

BUILDING AND ZONING DEPARTMENT
PLANS CHECKLIST FOR PLAN: 110001518 DIVISION: B

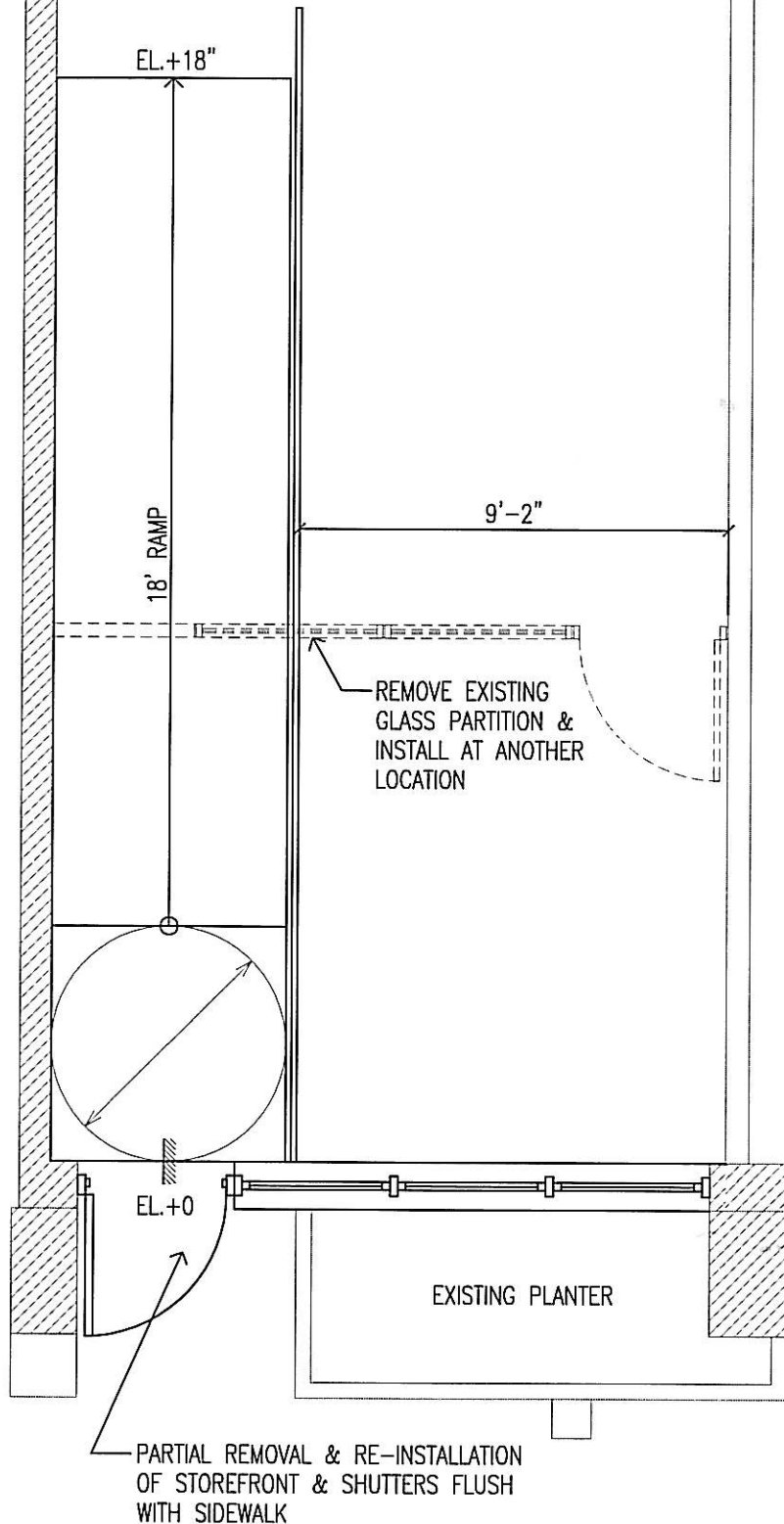
OWNER NAME: LMP HOLDINGS, INC
CONTRACTOR: CGC051954

PROPERTY ADDRESS: 2401 NW 7 ST
CONTR. BUS. NAME: LMP CONSTRUCTION SERVICES INC
PURPOSE: CHANGE OF USE FROM OFFICE TO ADULT DAY CARE

PLAN PAGE	ITEM NO.	DESCRIPTION	APPRV Y/N/U	REVIEWER	CODE SECTION	REMARK
0001	42473		N	JMH		ALL RAMPS REQUIRE LEVEL LANDING (REAR DOORS)...
0001	42474		N	JMH		BATHROOM DOES NOT COMPLY TO ADA - TOILET ROOM
0001	42475		N	JMH		SHOW TURNING CIRCLE -SIDE GRAB BARS...-ETC.
0001	42476		N	JMH		MAIN ENTRANCE MUST BE ACCESSIBLE...
0001	42477		N	JMH		INTERIOR RAMP -BAD LOCATION AT BATHROOM DOOR...
TOTAL CHECKLIST ITEMS						5

will comply
will comply
will comply
REQUEST WAIVER
will comply

EXHIBIT #4

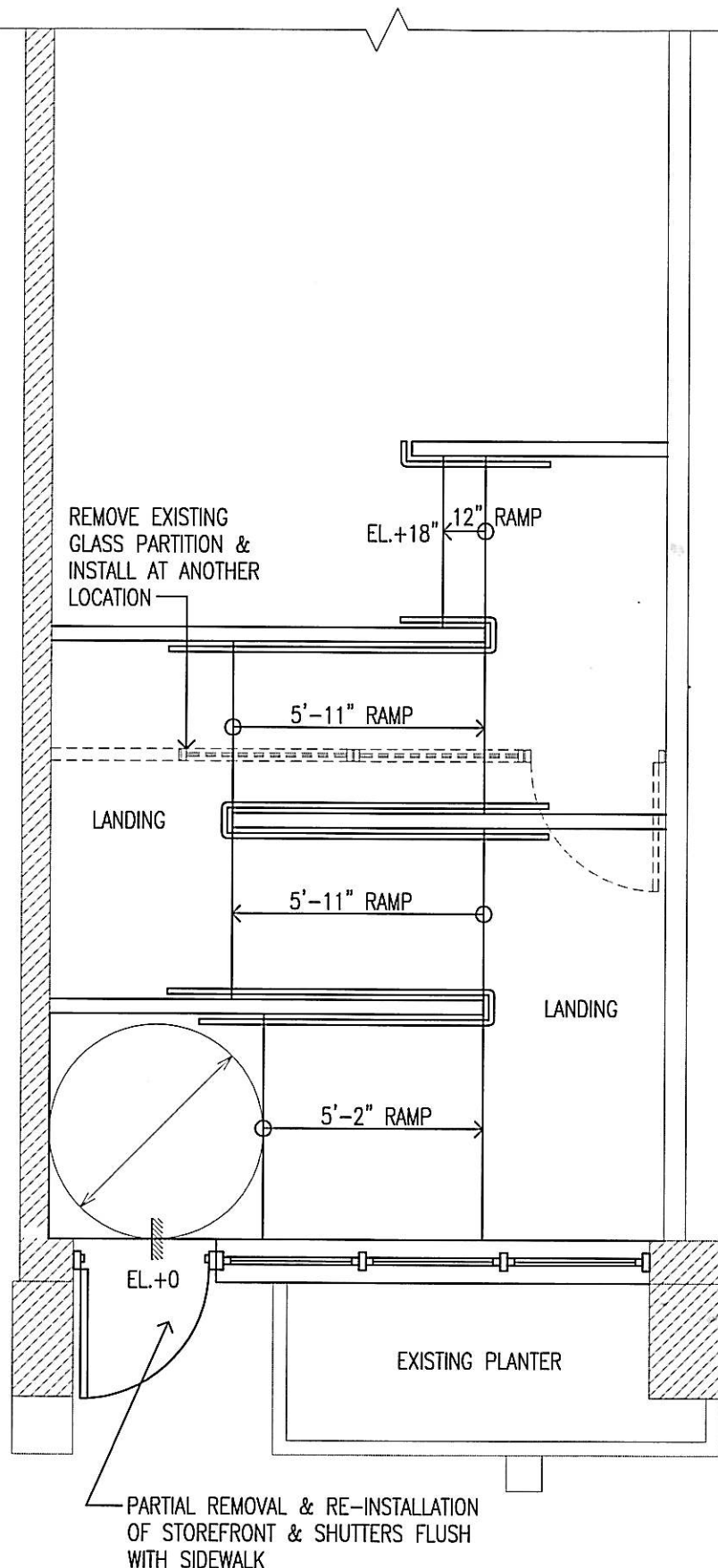


1

STOREFRONT RAMP SCHEME

ONE RUN RAMP
(INEFFICIENT BAY, REDUCED TO 9'-2" WIDE)

SCALE 1/4" = 1'-0"

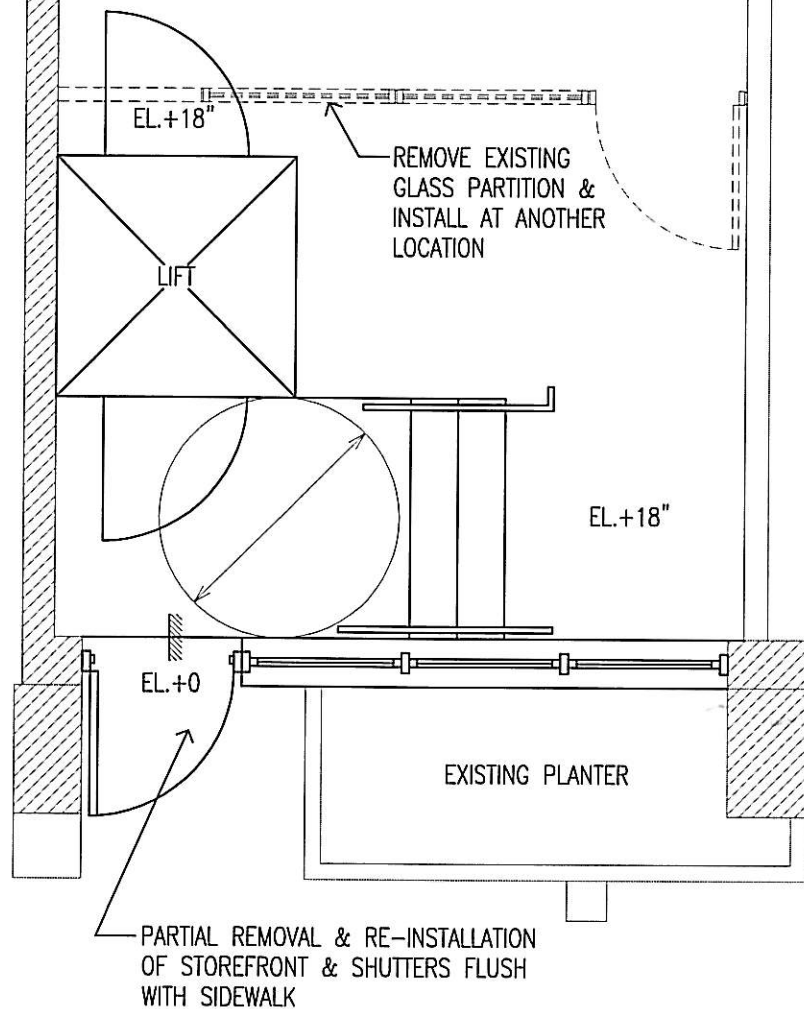


2

STOREFRONT RAMP SCHEME

3 RUN RAMP
(INEFFICIENT RENTABLE SPACE, REDUCED BY 27%)

SCALE 1/4" = 1'-0"

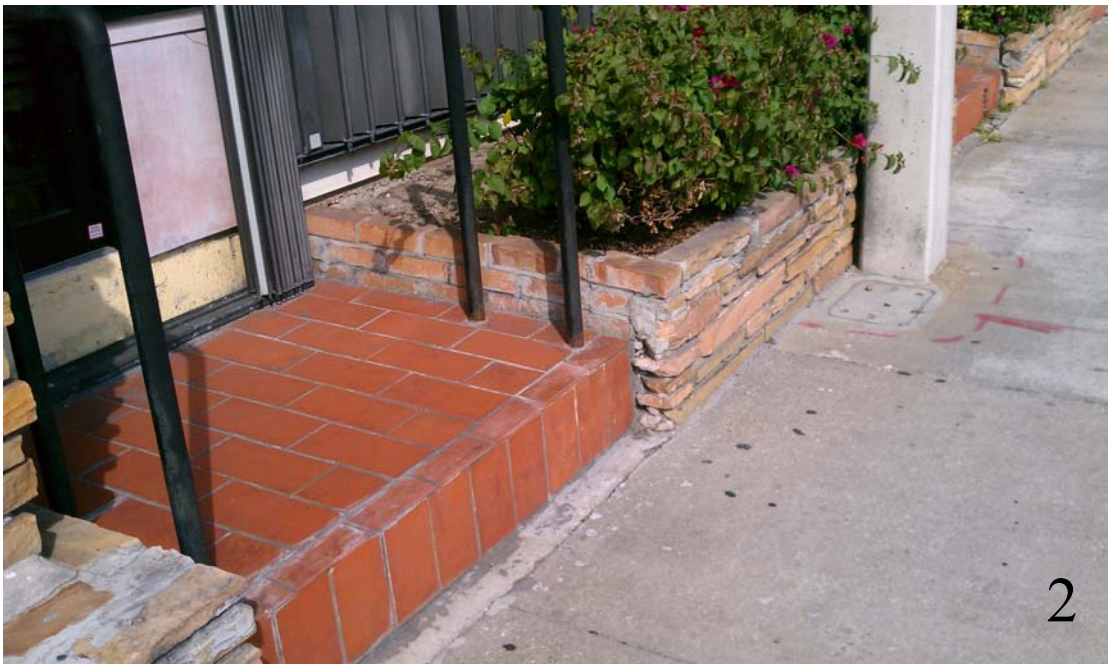
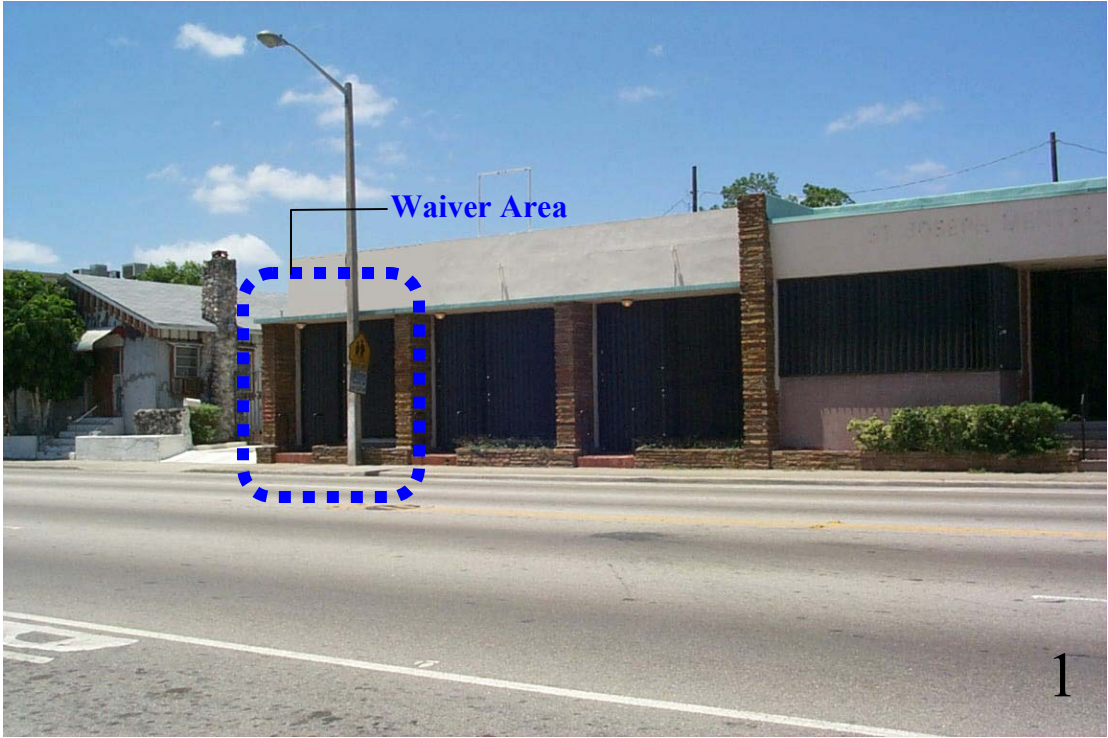


3

STOREFRONT RAMP SCHEME

LIFT
(MOST EFFICIENT USE OF SPACE)

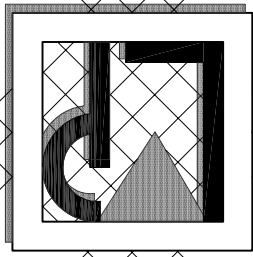
SCALE 1/4" = 1'-0"





date	10/18/2010
scale	as noted
drawn	MR
job	
file	
revisions	

URAM. PEREZ & ASSOCIATES, INC.
ARCHITECTS - PLANNERS - INTERIOR DESIGNERS
LIC. AA C001864
2401 N.W. 7th STREET MIAMI, FLORIDA 33125
305-642-4994 FAX: 305-642-0889 E-MAIL: imp@impnetc.com



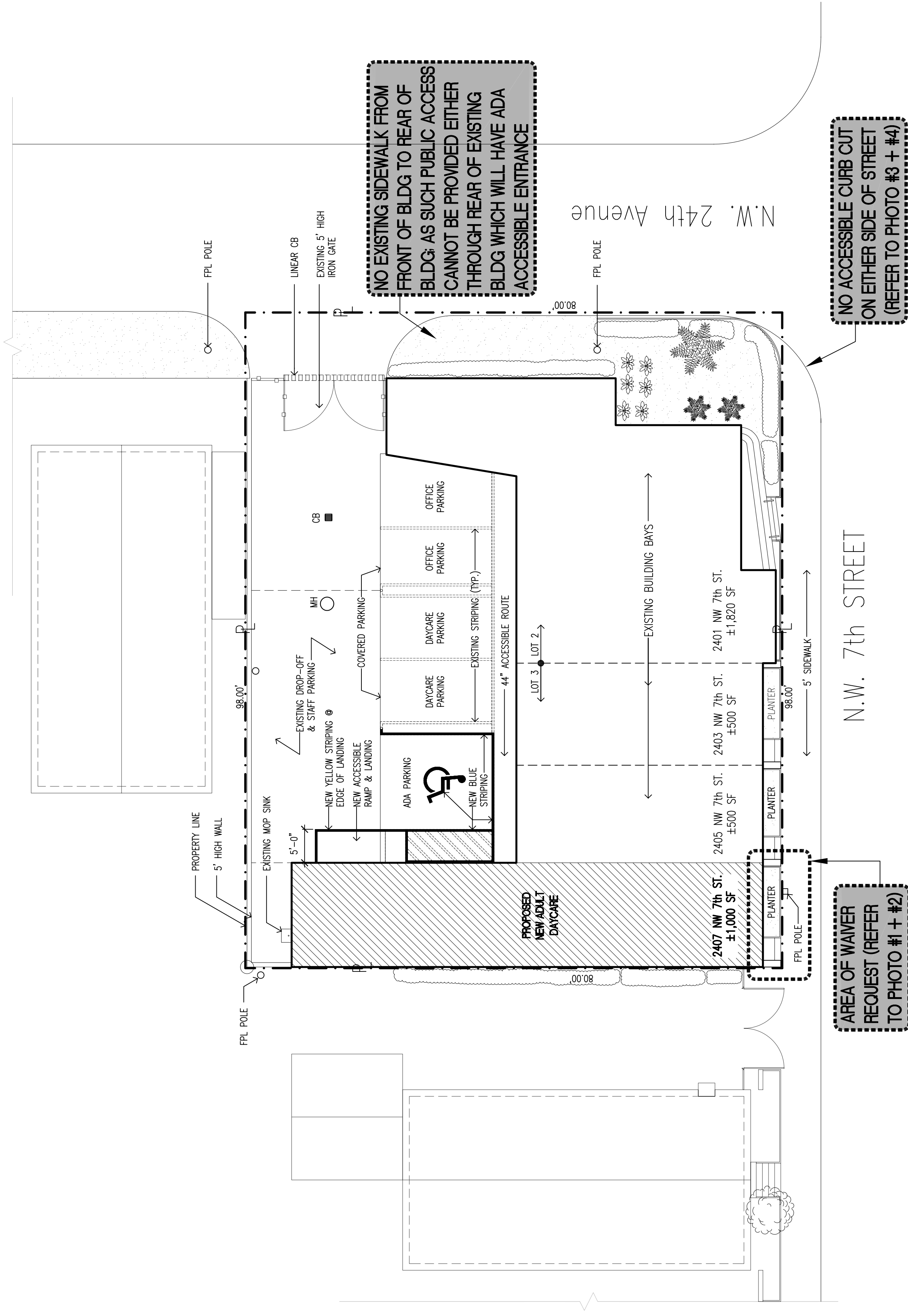
CARITAS ALEGRES
ADULT DAYCARE
2407 N.W. 7th STREET
MIAMI, FL 33125

SITE PLAN / FLOOR PLAN

sheet

A-1

of 2



SITE PLAN

LAURA M PEREZ
REGISTERED ARCHITECT LIC. AA C001864
STATE OF FLORIDA

N.W. 25th Ave.										N.W. 24th Ct.									
LOT 7	LOT 6	LOT 5	LOT 4	LOT 3	LOT 2	LOT 1	RIVERSIDE FARMS @			LOT 8	LOT 7	LOT 6	LOT 5	LOT 4	LOT 3	LOT 2	LOT 1		
LOT 8	LOT 7	LOT 6	LOT 5	LOT 4	LOT 3	LOT 2				LOT 1	LOT 8	LOT 7	LOT 6	LOT 5	LOT 4	LOT 3	LOT 2	LOT 1	
N.W. 24th Ave.										N.W. 24th Ave.									
LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	RIVERSIDE FARMS @			LOT 8	LOT 7	LOT 6	LOT 5	LOT 4	LOT 3	LOT 2	LOT 1		
LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7				LOT 8	LOT 7	LOT 6	LOT 5	LOT 4	LOT 3	LOT 2	LOT 1		

NTS

LEGAL DESCRIPTION:
 LOTS 2 AND 3, LESS THE SOUTH 20 FEET THEREOF, BLOCK 3, SUPPLEMENTAL PLAT OF RIVERSIDE FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 88 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA

EXISTING 2401, 2403, 2405 & 2407

LOCATION:	2407 N.W. 7th St. MIAMI, FL 33125
LOT AREA:	7040 SF
(2407) TOTAL GROSS AREA:	1000 SF.
(2401, 03 & 05) TOTAL GROSS AREA:	2820 SF.
(2407) REMODELING/RENOVATION AREA:	0 SF. (AS IS)
CONSTRUCTION TYPE:	TYPE IV, 1 HOUR PROTECTED
EXISTING OCCUPANCY:	GROUP B - BUSINESS OCCUPANCY
EXTERIOR BEARING WALLS:	NON-COMBUSTIBLE (CMU WALLS)
COLUMNS:	NON-COMBUSTIBLE (CONCRETE)
ROOF/CEILING:	NON-COMBUSTIBLE (METAL DECK)
PARKING:	GRANDFATHERED EXISTING
EXISTING PARKING:	5 PARKING SPACES (4 REGULAR SPACES, 1 H/C SPACE)
EXISTING PLUMBING FIXTURES FOR (2407) ONLY:	1 LAVATORY 1 CLOSET 1 SINK 1 SHOWER

MIAMI 21 ZONING DATA, TRANSECT ZONE 16-8			
BUILDING DISPOSITION LOCOCULATION		REQUIRED	PROVIDED
	A. LOT AREA	5,000 SF. MIN.; 40,000 S.F. MAX.	7,840 SF
	B. LOT WIDTH	50 FT. MIN.	80' x 98'
	C. LOT COVERAGE:		
	1-8 STORIES	80% MAX. (6,272 SF.)	48 % (3,820 SF)
	ABOVE 8 STORY	15,000 SF MAX. FLOORPLATE FOR RESIDENTIAL & LODGING	N/A (EXISTING)
	D. FLOOR LOT RATION (FLR)	5/25X AND PUBLIC BENEFIT	N/A (EXISTING)
	E. FRONTAGE AT FRONT SETBACK	70% MIN.	82.5 % (EXISTING)
	F. OPEN SPACE REQUIREMENTS	10% LOT AREA MIN.	12.5 % (EXISTING)
	G. DENSITY	150 DU/ACRE MAX.	N/A
	BUILDING STRACK		
A. PRINCIPAL FRONT	10 FT. MIN.; 20 FT. MIN. ABOVE 8 STORY	SHOPFRONT 0' (16-80)	
B. SECONDARY FRONT	0 FT. MIN.; 30 FT. MIN. ABOVE 8 STORY	0' 10' x 0'	
C. SIDE	0 FT. MIN.; 30 FT. MIN. ABOVE 8 STORY	VARIES 4'-5" & 15'-9"	
D. REAR	0 FT. MIN.; 1 THROUGH 5 STORY	N/A	
E. ABUTTING SIDE OR REAR T5	10 FT. MIN. 6 THROUGH 8 STORY	N/A	
F. ABUTTING SIDE OR REAR T4	6 FT. MIN. 1 THROUGH 5 STORY	N/A	
G. ABUTTING SIDE OR REAR T3	10% OF LOT DEPTH MIN. 1-2 STORY	N/A	
	28 FT. MIN. 3 THROUGH 5 STORY		
	48 FT. MIN. ABOVE 5 STORY		
BUILDING CONFIGURATION			
PROHIBITED		N/A	
A. COMMON LAWN	PROHIBITED	N/A	
B. COMMON PATIO	PROHIBITED	N/A	
C. TERRACE OR L.C.	PROHIBITED	N/A	
D. FORECOURT	PERMITTED	N/A	
E. STOP	PERMITTED	N/A	
F. SHOPFRONT	PERMITTED (16-81, & 16-80 ONLY)	16-80	
G. GALLERY	PERMITTED BY SPECIAL AREA PLAN	N/A	
H. ARCADE	PERMITTED BY SPECIAL AREA PLAN	N/A	
I. MIN. HEIGHT	2 STORIES	1 STORY - GRANOPATHER	
MAX. HEIGHT	8 STORIES	N/A	
MAX. BENEFIT HEIGHT	4 STORIES ALL TRANSECT ZONES EXCEPT T3	N/A	

1. MAXIMUM NUMBER OF ADULTS SHALL BE DETERMINED BY TOTAL INDOOR ACTIVITY AREA. (SEE ARTICLE, TABLE 13)

RECREATION/ACTIVITY AREA	345 SF
DINING AREA	221 SF
TOTAL	566 SF / 35 SF PER ADULT - 16 ADULTS

2. PARKING: AS PER SECTION 7.8 ADAPTIVE USE OF AN EXISTING BUILDING TO A CONFORMING USE DOES NOT REQUIRE THE PROVISION OF ADDITIONAL PARKING EXCEPT AS REQUIRED BY FEDERAL OR STATE LAW

