

**CITY OF HOLLYWOOD, FLORIDA
MEMORANDUM
DEPARTMENT OF DEVELOPMENT SERVICES
PLANNING DIVISION**

DATE: April 13, 2017

FILE NO.: P-17-08

TO: Planning and Development Board

VIA: Leslie A. Del Monte, Planning Manager



FROM: Alexandra Carcamo, Principal Planner



SUBJECT: Withdrawn item from the December 10, 2015 meeting (15-S-54).

HISTORY:

In October of 2015, Nova Palms, LLC. (the Applicant), submitted a request for a Special Exception to increase the number of beds from 90 to 350 in an existing Assisted Living Facility. The item was scheduled for the November 12, 2015 meeting, however at the meeting; Staff requested this item be continued date and time certain to the Planning and Development Board meeting on December 10, 2015 in order for the Applicant to meet with the community. Subsequently, continued concerns from the residential neighborhood and Staff arose as the project was further evaluated, as such, Staff requested this item be withdrawn and re-advertised so the Applicant can continue to work with Staff and the community. Since, several meetings have been held with Staff, including Police, the Applicant, and the civic association in order to mitigate some of the concerns.

EXPLANATION:

Today, the Applicant is requesting a Special Exception, to increase the number of beds from 90 to 256 at the existing ALF (Eastside Active Living, LLC), which has been in operation since 2014. The 6.7 acre site is located at 1600 Taft Street. The site is currently comprised of several structures. The main building is a large residential facility which currently houses the existing ALF. Additionally, the site has eleven small one-story residential buildings currently utilized as a part of the rental community.

Pursuant to the Zoning and Land Development Regulations, all Assisted Living Facilities within the City require a Special Exception. Although, this Assisted Living Facility is operational, a Special Exception is required for expansion. A Special Exception is defined as a use that is not generally appropriate in a district, but would be appropriate if it is consistent with the review criteria as listed below:

Criteria for Special Exception to re-establish, expand, or intensify as stated in the City of Hollywood's Zoning and Land Development Regulations, Article 3.

CRITERIA 1: The approval of the application is necessary for the preservation and enjoyment of substantial property rights of the Applicant.

CRITERIA 2: The approval will not, under any circumstances of the particular case, be detrimental to the health safety and general welfare of persons working or residing within the vicinity.

CRITERIA 3: The approval will not be detrimental or injurious to property and improvements in the vicinity or to the general welfare of the City.

CRITERIA 4: The approval will, to the maximum extent possible, bring the use or building and the site upon which it is located into compliance with City Regulations.

At this time, Staff does not find the request for a Special Exception appropriate after the incidences stated above and the extensive evaluation provided and attached herein by the Police Department. As such, Staff is recommending this item be continued to a Planning and Development Board meeting no sooner than September 14, 2017, in order to provide ample time for the Applicant to comply with the conditions recommended by the Police Department.

Attached you will find a revised submittal package which includes amended drawings, a narrative summarizing the changes, the original packet, and an interoffice memorandum from the Police Department.

Please see the attached documents:

Attachment I:
Revised Application Package

Attachment II:
Previous Planning and Development Board Package

Attachment III:
Interoffice Memorandum – Police Department

ATTACHMENT I
Revised Application Package

EASTSIDE ACTIVE LIVING, LLC

1600 Taft Street
Hollywood, FL 33020

January 27, 2017

City of Hollywood
Planning and Development Services
2600 Hollywood Blvd. Room 315
Hollywood, FL 33022

RE: special exception - increase the number of beds for Assisted Living Facility
from 90 to 256

Dear Sir or Madam:

In connection with our application for the special exception with the City of Hollywood Planning and Development Services in order to increase the number of beds for Assisted Living Facility (ALF) from 90 to 256, we are providing you with the following documents:

- General Application;
- Letters from Residents;
- Warranty Deed and Title Insurance Policy;
- Legal Description;
- Certified ALTA Survey;
- Landscape Plan;
- Color photographs;
- Criteria Statement;
- Business Plan for Expansion;
- Improvements Related to Calls to Police and Fire Department & Log of calls; and
- Site Plan which shows where all of the ALF beds will be located, as well as common and recreational areas.
- Letter from the engineering firm of Keith & Schnars confirming that the number of trips will be reduced with the change of use from the rental units to the assisted living facility beds.

If you have any questions or comments with regard to the foregoing, please contact me at (305) 932-4100.

Sincerely,



Anna Krimshstein
Legal Representative

Enclosures

PLANNING & DEVELOPMENT SERVICES



File No. (internal use only): _____

2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

GENERAL APPLICATION



Tel: (954) 921-3471
Fax: (954) 921-3347

This application must be completed in full and submitted with all documents to be placed on a Board or Committee's agenda.

The applicant is responsible for obtaining the appropriate checklist for each type of application.

Applicant(s) or their authorized legal agent must be present at all Board or Committee meetings.

At least one set of the submitted plans for each application must be signed and sealed (i.e. Architect or Engineer).

Documents and forms can be accessed on the City's website at http://www.hollywoodfl.org/comm_planning/appforms.htm



APPLICATION TYPE (CHECK ONE):

- Technical Advisory Committee Historic Preservation Board
 City Commission Planning and Development Board

Date of Application: 1/27/2017

Location Address: 1600 Taft Street, Hollywood, FL 33020

Lot(s): _____ Block(s): _____ Subdivision: _____

Folio Number(s): 51421000 0380

Zoning Classification: RM-18 Land Use Classification: Medium Residential

Existing Property Use: ALF Level III Sq Ft/Number of Units: 106,566

Is the request the result of a violation notice? () Yes () No If yes, attach a copy of violation.

Has this property been presented to the City before? If yes, check all that apply and provide File Number(s) and Resolution(s): _____

- Economic Roundtable Technical Advisory Committee Historic Preservation Board
 City Commission Planning and Development

Explanation of Request: Increase the number of ALF beds from 90 to 256

Number of units/rooms: 160 Sq Ft: 106,815

Value of Improvement: _____ Estimated Date of Completion: _____

Will Project be Phased? () Yes () No If Phased, Estimated Completion of Each Phase _____

Name of Current Property Owner: Nova Palms Holding, LLC

Address of Property Owner: 2203 NE 203rd Terrace, Miami, FL 33180

Telephone: (305) 932-4100 Fax: (305) 397-2575 Email Address: anna@aklawplc.com

Name of Consultant/Representative/Tenant (circle one): EastSide Active Living, LLC

Address: 1600 Taft Street, Hollywood FL 33020 Telephone: (267) 716-3333

Fax: _____ Email Address: eastsideactiveliving@hotmail.com

Date of Purchase: 12/31/2014 Is there an option to purchase the Property? Yes () No (X)

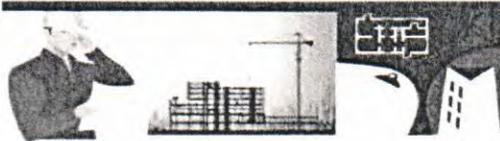
If Yes, Attach Copy of the Contract.

List Anyone Else Who Should Receive Notice of the Hearing: _____

_____ Address: _____

_____ Email Address: _____

PLANNING & DEVELOPMENT SERVICES



2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

GENERAL APPLICATION

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

The applicant/owner(s) signature certifies that he/she has been made aware of the criteria, regulations and guidelines applicable to the request. This information can be obtained in Room 315 of City Hall or on our website at www.hollywoodfl.org. The owner(s) further certifies that when required by applicable law, including but not limited to the City's Zoning and Land Development Regulations, they will post the site with a sign provided by the Office of Planning and Development Services. The owner(s) will photograph the sign the day of posting and submit photographs to the Office of Planning and Development Services as required by applicable law. Failure to post the sign will result in violation of State and Municipal Notification Requirements and Laws.

(I)/(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)/(We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my)(our) knowledge. (I)/(We) understand that the application and attachments become part of the official public records of the City and are not returnable.

Signature of Current Owner: [Signature] Date: 11/1/2016

PRINT NAME: Ivan Dornik Date: _____

Signature of Consultant/Representative: [Signature] Date: 11/1/2016

PRINT NAME: Anna Krimshtein Date: _____

Signature of Tenant: [Signature] Date: 11/1/2016

PRINT NAME: Ivan Dornik Date: _____

CURRENT OWNER POWER OF ATTORNEY

I am the current owner of the described real property and that I am aware of the nature and effect the request for (project description) increase in occupancy of two to my property, which is hereby made by me or I am hereby authorizing (name of the representative) Anna Krimshtein to be my legal representative before the City of Hollywood (Board and/or Committee) relative to all matters concerning this application. Planning and Zoning

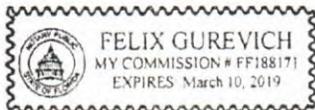
Sworn to and subscribed before me
this 1st day of November

[Signature]
SIGNATURE OF CURRENT OWNER Ivan Dornik

Fao
Notary Public State of Florida

Felix Gurevich
PRINT NAME

My Commission Expires 03/10/2019 (Check One) _____ Personally known to me; OR presented
Driver License



LETTERS FROM THE RESIDENTS

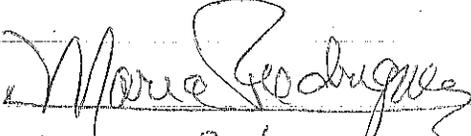
3/20/17

To Management:

I moved to Nova Palms in 2013.

In this time the property and Facility have undergone many changes, all for the better. Making it quite a nice place to live. The grounds are well maintained and clean. There is now ample parking as well.

The recent addition of two new chefs has raised the quality of meals & snacks. Meals are truly superb. The housekeeping & Support staff are very helpful and accommodating. With the addition of new activity Personnel, there are now many activities and social gatherings to attend as well. I have in the past and will continue in the future to recommend Nova Palms as an excellent place to live.


Maria Rodriguez

~~3/20/17~~
3/20/17

Dear Management:

I have been at Eastside Active living going on ~~three~~ two years. I ~~love~~ enjoy living here. It is safe and Clean. The staff is very kind.

The house keepers, do an excellent job. The new kitchen staff is very accommodating on the occasions when I chose to purchase meals.

The new activities department, is fun and entertaining, with many ways to socialize and keep busy. Bingo and coloring are my favorite. The Building is kept very clean at all times. I am pleased to invite friends and family as well as recommend it to friends.

Monica Johnson

3/20/19

Dear Management

During my 7 months
at East Side Active Living
I have seen many improvements.
Parking for one has improved.
The cleanliness is also very
good.

The support staff is
attentive and helpful. The
recreation dept makes
living here fun.

Ernie McEwen
810

3/20/17

TO WHOM IT MAY CONCERN

I AM ENJOYING MY STAY
AT EASTSIDE LIVING FACILITY
FOOD IS VERY GOOD, THE STAFF
IS PLEASANT, THE FACILITY, IS
VERY CLEAN AND ORDERLY.

I WOULD BE VERY PLEASED
TO RETURN WHEN I COME
TO FLORIDA.

Bill K

Dear MGT

please know I think the food
activities + services at this facility
is 1st class. your caring +
kind STAFF ARE GREAT.

Anthony Rosendo

Exhibit "A"

(Legal Description)

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, LESS the West 185 feet and LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

Also LESS the West 5 feet of the above described property deeded to the City of Hollywood by Quit Claim Deed recorded in Official Records Book 2946, Page 552, of the Public Records of Broward County, Florida.

AND

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

Prepared by and return to:
Martyn W.D. Verster, Esq.
The Closing Company, Inc.
9425 Sunset Drive, Suite 124
Miami, FL 33173
File Number: 146691
Property folio #: 51421000 0380

INSTR # 112723140
OR BK 51355 Pages 175 - 185
RECORDED 12/31/14 01:03:00 PM
BROWARD COUNTY COMMISSION
DOC-D: \$54705.00
DEPUTY CLERK 3075
#2, 11 Pages

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 22nd day of December, 2014 between MAE of South Florida, Inc, a Florida corporation whose post office address is 3020 N. Federal Highway, Suite 11B, Fort Lauderdale, FL 33306, grantor, and NOVA Palms Holding, LLC, a Florida limited liability company whose post office address is 2203 NE 203rd Terrace, Miami, FL 33180, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

The East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼, LESS the West 185 feet and LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

Also LESS the West 5 feet of the above described property deeded to the City of Hollywood by Quit Claim Deed recorded in Official Records Book 2946, Page 552, of the Public Records of Broward County, Florida.

AND

The West ½ of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

Parcel Identification Number: 51421000 0380

A/K/A: 1600 Taft Street, Hollywood, FL 33020

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

DoubleTime®

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Betty Silva
Witness Name: Betty Silva
Vanda Lambdin
Witness Name: Vanda Lambdin

MAE of South Florida, Inc, a Florida corporation
By: [Signature]
Syed M. Hussain, President & Director

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this ^{19th} 22nd day of December, 2014 by Syed M. Hussain, President and Director of MAE of South Florida, Inc, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Colleen M. Hopkins
Notary Public

Printed Name: Colleen M. Hopkins

My Commission Expires: 5-15-18



Exhibit "A"

(Legal Description)

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, LESS the West 185 feet and LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

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AND

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

CORPORATE RESOLUTION AND INCUMBENCY CERTIFICATE
of
MAE of South Florida, Inc., a Florida corporation

I, Syed M. Hussain, as President and a Director of MAE of South Florida, Inc. a Florida corporation (the "Corporation"), do hereby certify that the following is a true and correct copy of resolutions adopted by unanimous written consent without a meeting of the Board of Directors of the Corporation on the 19~~th~~ day of December, 2014:

RESOLVED, that the Corporation wishes to transfer that certain parcel of real property located in Broward County and legally described on **Exhibit "A"** attached hereto (the "Property") to NOVA Palms Holding, LLC, a Florida limited liability company (the "Company") pursuant to the terms and agreements in that certain "AS IS" Contract For Sale And Purchase by and between the corporation, as Seller and Nova Palm Holdings, LLC, a Florida limited liability company, as Buyer, dated December 4, 2014 (the "Contract");

RESOLVED, that the Corporation hereby authorizes Syed M. Hussain, as President of the Corporation, to execute any and all documents necessary or required in order to complete and consummate the transfer contemplated herein; and

RESOLVED, that Syed M. Hussain, as President and Director of the Corporation, be and is hereby authorized and directed to execute and deliver on behalf of the Corporation such Deed and any other such other instruments and documents as may be necessary or required in order to consummate the transfer, all of which shall contain such terms and conditions as said officer of this Corporation shall determine to be in the best interest of the Corporation, with the signature of said officer to be conclusive evidence of such determination and of the authority of said officer to execute and deliver the same.

I FURTHER CERTIFY that the Corporation is in good standing with all license, income and taxes paid and current and that no proceeding for the dissolution or liquidation of said Corporation is in effect or contemplated by the Corporation's shareholders or directors.

I FURTHER CERTIFY that the foregoing resolutions were adopted in accordance with the Articles of Incorporation and By-Laws of the Corporation; that the directors of the Corporation have full power and authority to bind the Corporation pursuant thereto; and that such resolutions are in full force and effect and have not been altered, modified or rescinded.

I FURTHER CERTIFY that the following are all of the duly elected officers and directors of the Corporation, and that the specimen signatures set opposite the names of the officers and directors

below are the genuine signatures of such officers and directors:

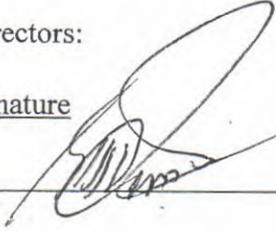
Officers Name

Office

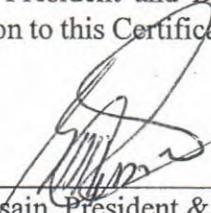
Signature

Syed M. Hussain

President & Director



IN WITNESS WHEREOF, I have signed my name as President and Director of this Corporation, and have affixed the Corporate Seal of the Corporation to this Certificate this 19th day of December, 2014.



Syed M. Hussain, President & Director
(Corporate Seal)

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, on this 19th day of December, 2014, by Syed M. Hussain, as President and Director of MAE of South Florida, Inc., a Florida corporation, who is personally known to me or has produced Drivers License as identification.



(SEAL)

Colleen M. Hopkins

Notary Public
Print Name: Colleen M. Hopkins
My Commission Expires: 5-15-18

Exhibit "A"

(Legal Description)

The East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼, LESS the West 185 feet and LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

Also LESS the West 5 feet of the above described property deeded to the City of Hollywood by Quit Claim Deed recorded in Official Records Book 2946, Page 552, of the Public Records of Broward County, Florida.

AND

The West ½ of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

AFFIDAVIT OF COUNSEL

Before me, the undersigned authority, personally appeared BARRY P. GRUHER, attorney at law, who being first cautioned and sworn states, as follows:

1. My name is Barry P. Gruher ("Affiant"), attorney at law with the Law Firm of Genovese, Joblove & Battista, PA, and a Member in good standing of The Florida Bar since October 1st, 1992.

2. The law firm of Genovese, Joblove & Battista, PA, with corporate address at 200 E. Broward Boulevard, Suite 1110, Ft. Lauderdale, Florida 33301, is counsel for MAE of South Florida, Inc., a Florida corporation ("MAE"), solely for purposes of the real estate transaction for which this affidavit has been provided. Furthermore, the information contained herein is based solely upon review of the public records and documents filed on behalf of MAE with the Florida Secretary of State, Division of Corporations, together with the Corporate Resolution and Incumbency Certificate of MAE of South Florida, Inc. executed by Syed M. Hussain and provided to Buyer and closing agent. This affidavit is not an opinion letter and should not be relied upon by any third party as constituting such an opinion of counsel as to the matters contained herein.

3. Based upon the foregoing, and to the best of Affiant's knowledge and belief, at all times material hereto, Syed M. Hussain has been, and continues to be, the President and Director of MAE of South Florida, Inc., a Florida corporation, duly authorized to sign and execute a Warranty Deed, Bill of Sale, and other corporate documents necessary for the transfer and sale of the following real property and associated personal property situate in Broward County, Florida:

The East ½ of the Northeast ¼ of the Northwest ¼ of the Southeast ¼, LESS the West 185 feet and LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

Also LESS the West 5 feet of the above described property deeded to the City of Hollywood by Quit Claim Deed recorded in Official Records Book 2946, Page 552, of the Public Records of Broward County, Florida.

AND

The West ½ of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

4. This affidavit may be utilized, if necessary, in order to clear any title objections or inquiries regarding the above described property.

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

Signed and dated in Broward County, Florida this 30th day of December, 2014.

Barry Gruher
BARRY P. GRUHER

Sworn and subscribed before me, the undersigned notary public, this 30th day of December, 2014, by BARRY P. GRUHER, to me personally known () or who provided the following identification: _____.

NOTARY PUBLIC-STATE OF FLORIDA
 Carolyn A. Esser
Commission # EE070811
Expires: MAR. 06, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

C.A.E.
NOTARY PUBLIC *Carolyn A. Esser*
State of Florida, at Large

State of Florida

Department of State

I certify from the records of this office that GEM MANAGEMENT HOLDINGS, INC. is a corporation organized under the laws of the State of Florida, filed on November 12, 1986.

The document number of this corporation is J43329.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on February 18, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of December,
2014*



Ken DeJoy
Secretary of State

Authentication ID: CU5710957337

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

State of Florida

Department of State

I certify from the records of this office that MAE OF SOUTH FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on August 5, 2003.

The document number of this corporation is P03000085029.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 10, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of December,
2014*



Ken DeFina
Secretary of State

Authentication ID: CU8557255986

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



Fidelity National Title Insurance Company

**POLICY OF TITLE INSURANCE
SCHEDULE A**

Fidelity National Title Insurance Company

The Closing Company, Inc.
9425 Sunset Drive Suite 124
Miami, FL 33173

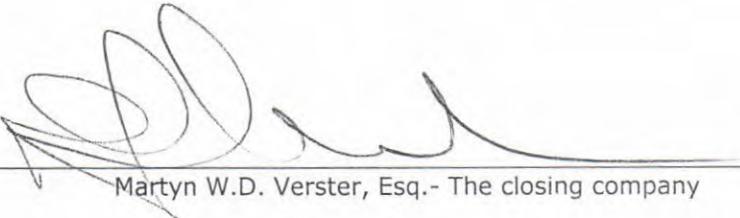
Policy Number: 2730609-92797607

Address Reference: 1600 Taft Street
Hollywood, FL Broward County, FL
(for informational purposes only)

Date of Policy: December 31, 2014 at 01:03 PM

Order Number: 5067299
Customer Reference: 146691
Amount of Insurance: \$7,815,000.00
Premium: \$21,408.75

1. Name of Insured:
Nova Palms Holding, LLC, a Florida Limited Liability Company
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Nova Palms Holding, LLC, a Florida Limited Liability Company, by virtue of that certain Warranty Deed, recorded December 31, 2014 in Official Records Book 51355, Page 175, of the Public Records of Broward County, Florida.
4. The land referred to in this policy is described in Exhibit "A" attached hereto and made part hereof.

BY: 
Martyn W.D. Verster, Esq.- The closing company

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED





EXHIBIT "A"

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, LESS the West 185 feet and LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.

Also LESS the West 5 feet of the above described property deeded to the City of Hollywood by Quit Claim Deed recorded in Official Records Book 2946, Page 552, of the Public Records of Broward County, Florida.

AND

The West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 LESS the North 25 feet for street and LESS the South 25 feet for street, in Section 10, Township 51 South, Range 42 East, of the Public Records of Broward County, Florida.





**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.
2. Florida Power & Light Easement recorded on February 12, 1964, in Official Records Book 2753, Page 200, of the Public Records of Broward County, Florida.
3. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Nova Palms Holding, LLC, a Florida Limited Liability Company, in favor of MAE of South Florida, Inc., a Florida Corporation dba Nova Palms Retirement Residence, a Florida Corporation, dated December 30, 2014, in the original principal amount of \$8,500,000.00, recorded December 31, 2014 in Official Records Book 51355, Page 186, of the Public Records of Broward County, Florida.
4. UCC-1 Financing Statement recorded December 31, 2014 in Official Records Book 51355, Page 223, of the Public Records of Broward County, Florida.
5. The following matters as disclosed by survey prepared by GIBBS Land Surveyors, under Job # RN8500, and dated December 12, 2014:
 - A. Encroachment of Building as shown on survey on the East side upon 6.0 F.P.& L. Company Easement;
 - B. Fire Hydrant and Poles located on 13.0 F.P.& L Easement on the East side of property;
 - C. Brick Column on the East side partially located on insured property and partially located on the adjacent property.

NOTE: All recording references in this commitment/policy shall refer to the public records of Broward County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, Telephone 1-800-669-7450.





POLICY NO.: 2694-1-146691-2015.2730609-92797607

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

- (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

In Witness Whereof, FIDELITY NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

2694FL 146691
 The Closing Company, Inc.
 9425 Sunset Drive, Suite 124
 Miami, FL 33173
 Tel: (305) 271-0100
 Fax: (305) 271-8166

Fidelity National Title Insurance Company



By: *[Signature]* President
 Attest: *[Signature]* Secretary

Countersigned: *[Signature]*
 Authorized Signatory
 MARTYN VERSTER, ESQ
 THE CLOSING COMPANY



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
- (b) Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (c) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

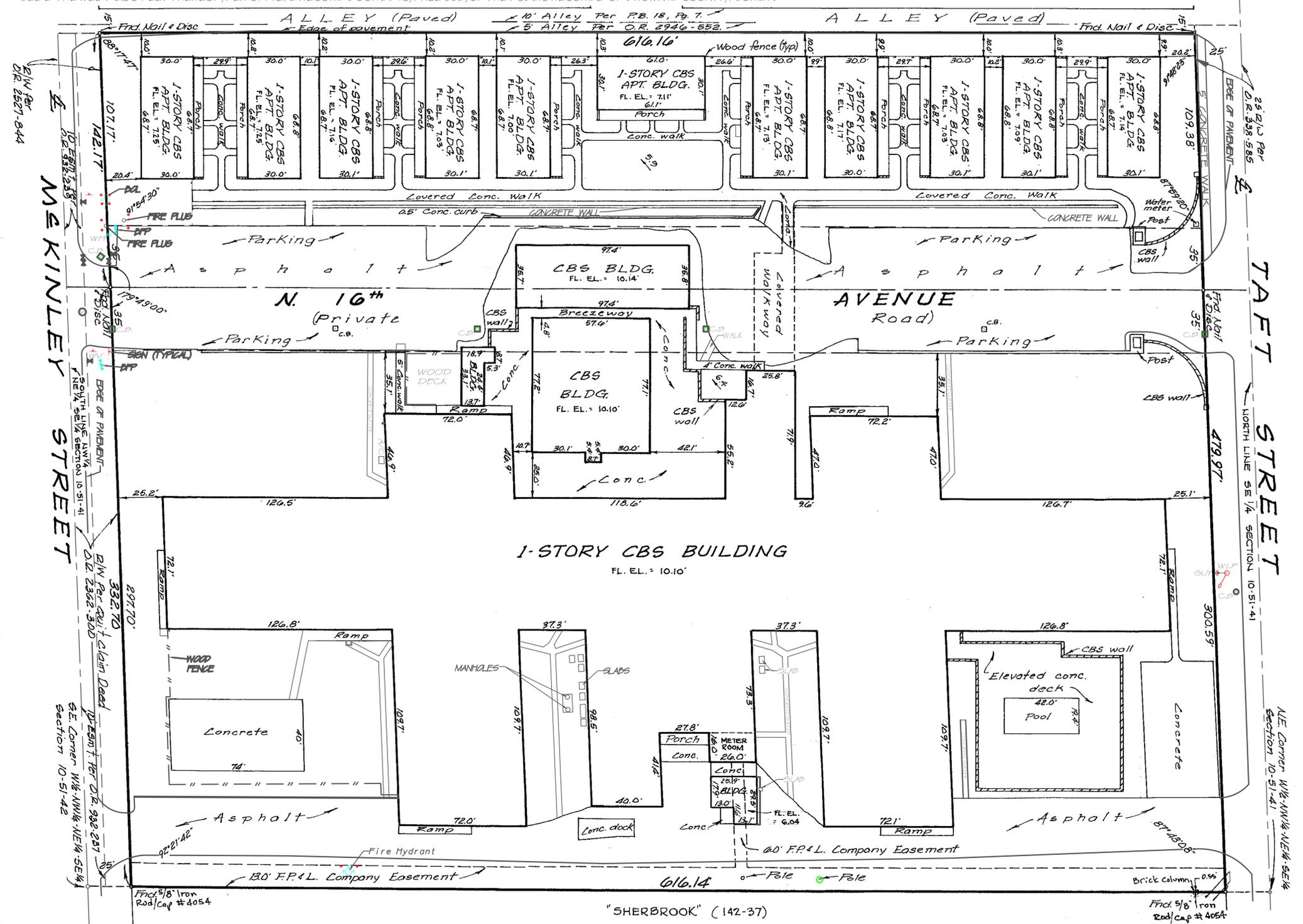
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

DESCRIPTION:

THE EAST ONE-HALF (E½) OF THE NORTHEAST ONE-QUARTER (NE¼) OF THE NORTHWEST ONE-QUARTER (NW¼) OF THE SOUTHEAST ONE-QUARTER (SE¼), LESS THE WEST 185.00 FEET AND LESS THE NORTH 25.00 FEET FOR STREET, AND LESS THE SOUTH 25.00 FEET FOR STREET;

AND THE WEST ONE-HALF (W½) OF THE NORTHWEST ONE-QUARTER (NW¼) OF THE NORTHEAST ONE-QUARTER (NE¼) OF THE SOUTHEAST ONE-QUARTER (SE¼), LESS THE NORTH 25.00 FEET FOR STREET, AND LESS THE SOUTH 25.00 FEET FOR STREET, IN SECTION 10, TOWNSHIP 31 SOUTH, RANGE 42 EAST; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA

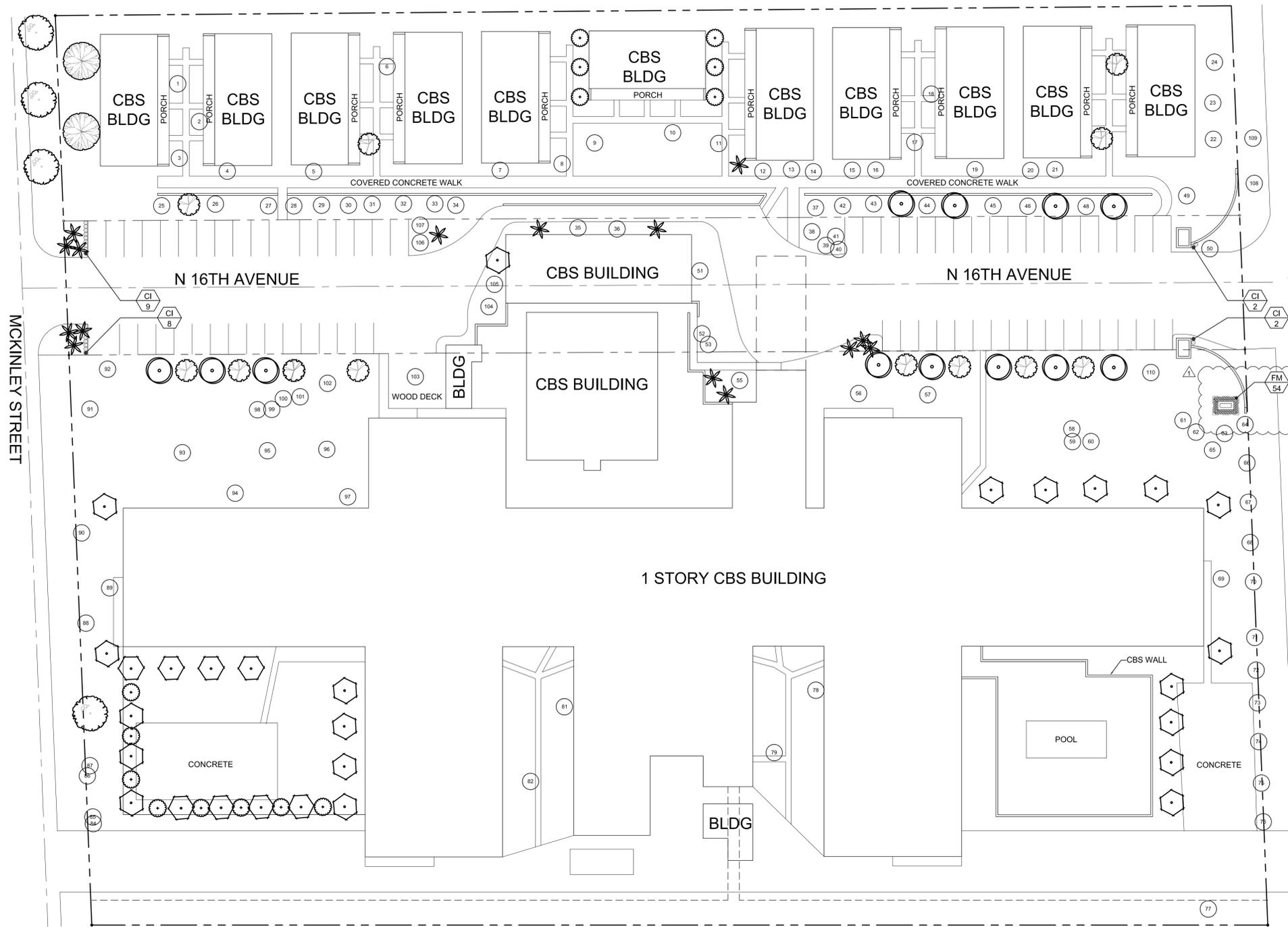
LESS THE WEST 500 FEET THEREOF, PER OFFICIAL RECORD BOOK 2946, PAGE 552, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA



- NOTES:
- FL. EL. - FLOOR ELEVATION
 - OR. - OFFICAL RECORDS
 - R/W - RIGHT-OF-WAY
 - FND - FOUND
 - P.B. - PLAT BOOK
 - ESMT - EASEMENT
 - CB - CATCH BASIN
 - WLP - WOOD LIGHT POLE
 - WV - WATER VALVE
 - WM - WATER METER
 - BFF - BACK FLOW PREVENTER
 - BOL - BOLLARD
 - GW - GUY WIRE
 - CONC. - CONCRETE

NOTE: PROPERTY DESCRIBED HEREON SUBJECT TO FLORIDA POWER AND LIGHT COMPANY EASEMENT PER OFFICAL RECORD BOOK 2753, PAGE 200, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

<p>NOTES:</p> <p>1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.</p> <p>2) THIS SURVEY IS PREPARED FOR THE SOLE AND EXCLUSIVE USE OF THE PARTIES AS SURVEYED FOR AND AS CERTIFIED TO AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL.</p> <p>3) ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM.</p> <p>4) NORTH ARROW REFLECTIVE TO ASSUMED CURB ALONG THE CENTERLINE OF TAFF STREET.</p> <p>5) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.</p>		<p>FEMA FLOOD INSURANCE RATE MAP</p> <p>CITY OF HOLLYWOOD</p> <p>BROWARD COUNTY, FLORIDA</p> <p>125112</p>	<p>REVISION</p> <p>DATE</p> <p>BY</p>	<p>SKETCH OF TOPOGRAPHIC SURVEY</p> <p>JOB #: RN8500</p> <p>DATE: 12/12/14</p> <p>SCALE: 1"=30'</p> <p>SHEET</p> <p>DRAWN BY: CM</p> <p>CHECKED BY: SKS</p>	<p>STEPHEN K. SEELEY, FOR THE FIRM</p> <p>PROFESSIONAL SURVEYOR & MAPPER</p> <p>FLORIDA REGISTRATION NO. 4574</p>	<p>GIBBS LAND SURVEYORS</p> <p>2131 HOLLYWOOD BOULEVARD, SUITE 204</p> <p>HOLLYWOOD, FL 33020 (954) 923-7666</p> <p>LICENSED BUSINESS NO. 7018</p>
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LANDSCAPE LEGEND CITY OF HOLLYWOOD

ZONE DISTRICT: RM-18 LOT AREA 293,970 sq. ft.

Existing Pervious Landscape area 105,258 sq. ft.
 Existing Vehicular Use Area : 125,088 sq.ft.
 Existing Landscaped Vehicular Use Area: 88,584 sf

TREES:	REQ.	EXIST.	PROP.	TOTAL
A. No. trees required per pervious landscape area 1 tree per 1,000 sq. ft. 117,588 sq. ft. / 1,000 sq.ft. = 118 trees	118	47	71	118
B. Percentage palms allowed Palms permitted count as 3 palms = 1 tree Up to 50%, but more than 20% all trees must be shade natives	72	57	15	72
C. Street trees (maximum spacing 50' o.c.) 955 linear feet along street / 50 lf = 20 trees	20	16	4	20
D. Parking terminal Islands (1 190sf island and 1 tree) 4 ends = 4 trees	8	5	3	8
E. Total Trees Required A + C + D = Total Trees(60% NATIVE REQUIRED)	146	68	78	146
F. Percentage Natives Required 60% of total trees required must be Florida Native	88	35	53	88
SHRUBS A. Parking Buffer shrubs (continuous or 1/10lf with visual barrier 34 continuous and 34 lf with visual barrier (50% Native)	21	-	21	-

NOTES
 IRRIGATION: 100% coverage as required by City of Hollywood
 Plant material will not be planted into root balls of trees and palms
 No substitutions without the approval of Hollywood's Landscape Plan Reviewer

* EXTRA PALMS ABOVE THE PALMS ALLOWED ARE ABOVE AND BEYOND CODE REQUIREMENTS

LANDSCAPE LIST

TREES			
SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	4	*Acer rubrum	12' HT. X 5' SPR. 2" DBH.
		RED MAPLE	F.G.
	12	*Clusia rosea	12' HT. X 5' SPR. 2" DBH.
		PITCH APPLE	F.G.
	28	*Conocarpus erectus	10' HT. X 4' SPR. 2" DBH.
		GREEN BUTTONWOOD	F.G.
	14	*Conocarpus erectus 'sericeus'	10' HT. X 4' SPR. 2" DBH.
		SILVER BUTTONWOOD	F.G.
	13	Tabebuia heterophylla	10' HT. X 5 SPR., 2" DBH.
		PINK TRUMPET TREE	F.G.
	2	*Quercus virginiana	12' HT. X 5' SPR. 2" DBH.
		LIVE OAK	F.G.
	15	*Sabal palmetto	18-22' O.A. HT. STAGGERED
		SABAL PALM	F.G., MIN 6' CLEAR WOOD
SHRUBS AND GROUNDCOVERS			
SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
CI	21	*Chrysobalanus icaco 'Red Tip'	24" HT. X 24" SPR. / 24" O.C.
		RED TIP COCOPLUM	3 GAL.
FM	54	Ficus microcarpa 'Green Island'	15" HT. X 15" SPR. / 15" O.C.
		GREEN ISLAND FICUS	3 GAL.
LAWN	As Required	Stenotaphrum secundatum 'Floratum'	SOLID EVEN SOD
		ST. AUGUSTINE GRASS	

* DENOTES NATIVE SPECIES

LANDSCAPE PLAN
 Scale: 1"=30'-0"



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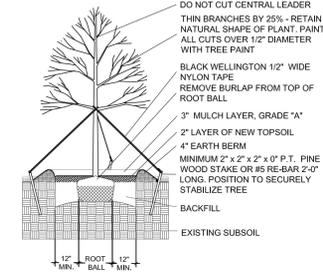
NOVA PALMS
 1600 TAFT ST., HOLLYWOOD FL
 LANDSCAPE PLAN

Revisions:
 1. 11/04/2015 Landscape Changes

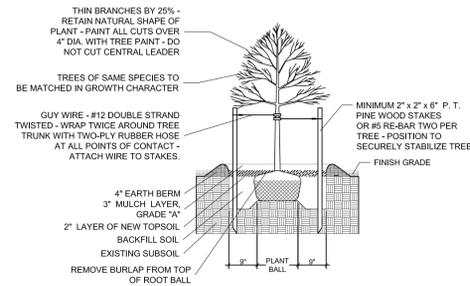
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 Lic. # LA0000889
 Member: A.S.L.A.

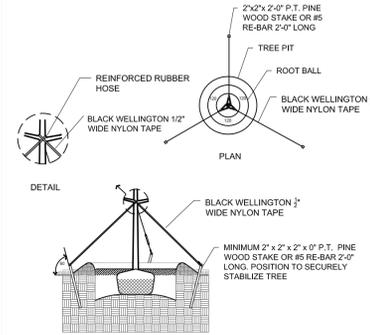
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L-1
 Cad Id.: 2015-088



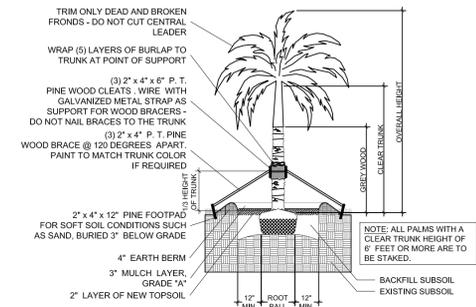
LARGE TREE PLANTING DETAIL



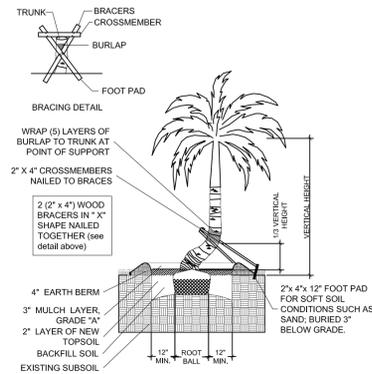
SMALL TREE PLANTING DETAIL



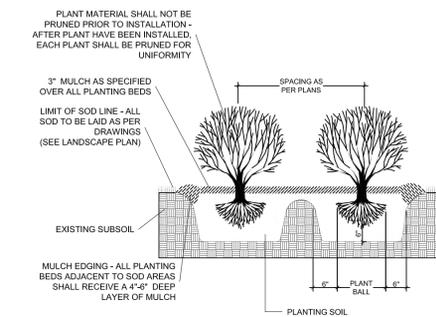
TYPICAL TREE GUYING DETAIL



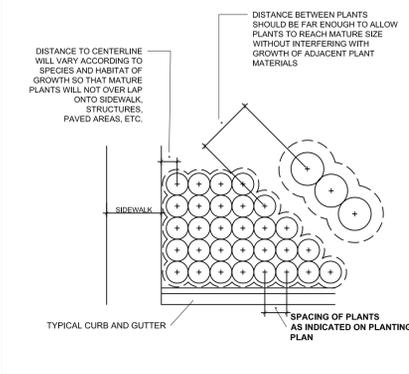
STRAIGHT TRUNK PALM PLANTING DETAIL



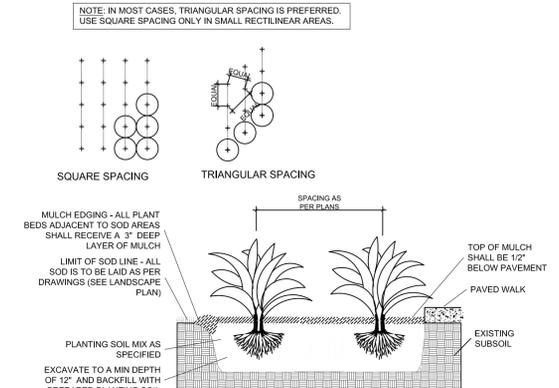
CURVED TRUNK PALM PLANTING DETAIL



TYPICAL SHRUB PLANTING DETAIL



TYPICAL CONTAINER SPACING DETAIL



TYPICAL GROUNDCOVER PLANTING DETAIL

PLANTING NOTES:

- All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
- All plants are to be top dressed with a minimum 3" layer of Melaleuca mulch, Eucalyptus mulch or equal.
- Planting plans shall take precedence over plant list in case of discrepancies.
- No changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and deletions to the plant material must be approved by the project engineer.
- Landscape Contractor is responsible for providing their own square footage takeoffs and field verification for 100% sod coverage for all areas specified.
- All landscape areas are to be provided with automatic sprinkler system which provide 100% coverage, and 50% overlap.
- All trees in lawn areas are to receive a 24" diameter mulched saucer at the base of the trunk.
- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable.
- Planting soil for topsoil and backfill shall be 50/50 mix, nematode free. Planting soil for annual beds to be comprised of 50% Canadian peat moss, 25% salt free coarse sand and 25% Aerolite.
- Tree and shrub pits will be supplemented with "Agriform Pells", 21 gram size with a 20-10-5 analysis, or substitute application accepted by Landscape Architect. Deliver in manufacturer's standard containers showing weight, analysis and name of manufacturer.

SOD NOTES:

- Sod is to be grade "A" weed free.
- All areas marked "LAWN" shall be solid sodded with St. Augustine 'Floratum' solid sod. See limit on plan. All areas marked 'Bahia Grass' shall be solid sodded with Paspalum.
- Provide a 2" deep blanket of planting soil as described in planting notes this sheet. Prior to planting, remove stones, sticks, etc. from the sub soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.
- Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes.
- Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" away from trees, measured from center of plant.
- Sod Shall be watered immediately after installation to uniformly wet the soil to at least 2" below the bottom of the sod strips.
- Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement or adjacent existing sod.

GENERAL NOTES:

- The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The Owner and the Landscape Architect shall not be responsible for any damages to utility or irrigation lines (see Roadway Plans for more utility notes).
- Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.
- All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.
- All planting plans are issued as directives for site layout. Any deviations, site changes, etcetera are to be brought to the attention of the Landscape Architect for clarification prior to installation.

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NOVA PALMS
 1600 TAFT ST, HOLLYWOOD FL
 LANDSCAPE DETAILS

Project:

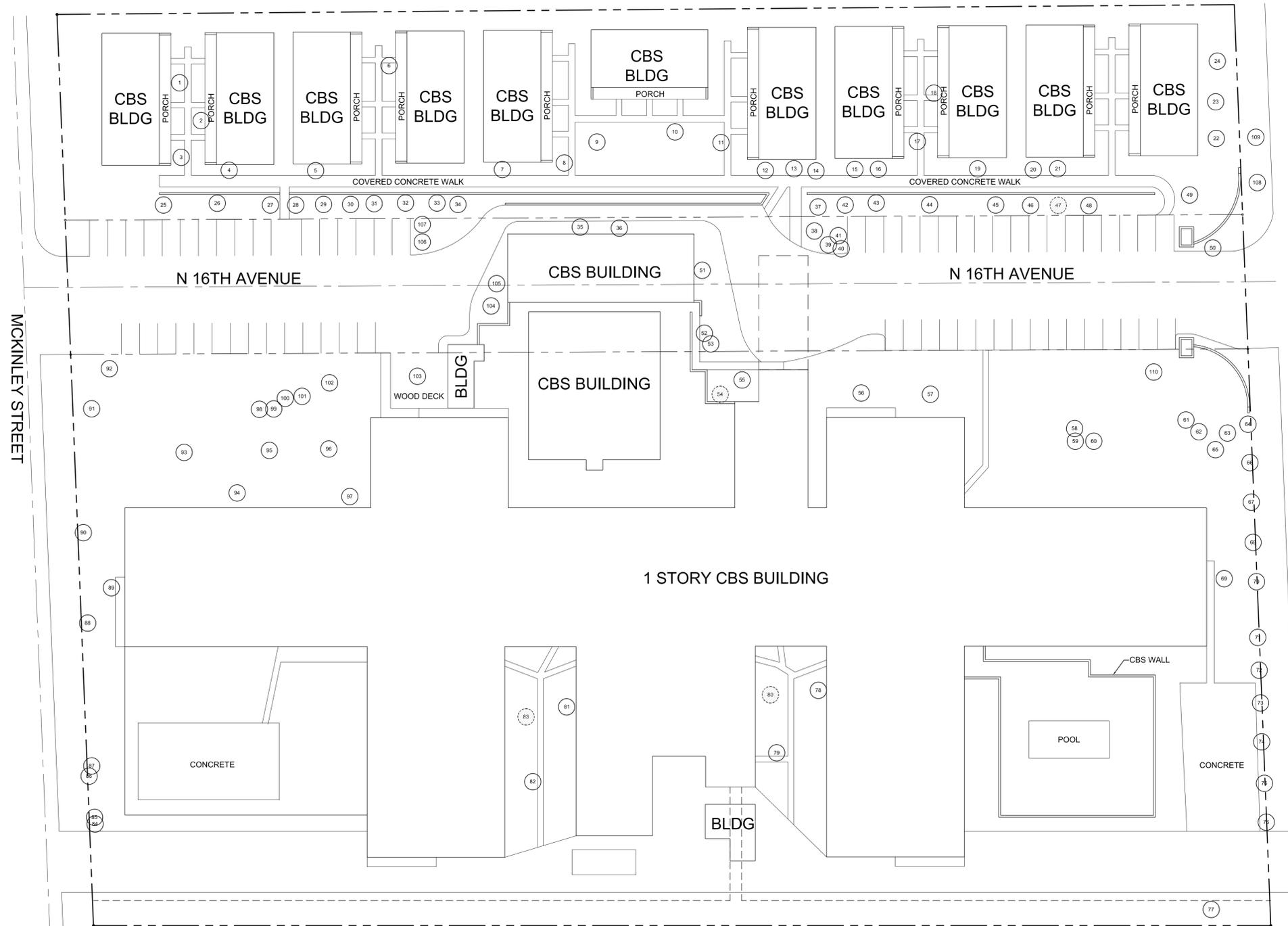
Revisions:

Seat:

Lic. # LA0000889
 Member: A.S.L.A.

Drawing: Landscape Details
 Date: 09/18/2015
 Scale: NTS
 Drawn by: FMM
 Sheet No.:

L-2
 Cad Id.: 2015-088



SYMBOL LEGEND

- R Tree to Relocate
- X Tree to Remove



TREE DISPOSITION

Scale: 1"=30'-0"

Tree #	Height	Spread (FT)	DBH	Type	Disposition	Condition	Canopy Area
1	23	9	11	Queen Palm	Remain	Good	0
2	23	7	11	Queen Palm	Remain	Good	0
3	20	6	7	Christmas Palm (Single)	Remain	Good	0
4	12	10	10	Pigmy Date Palm (Double)	Remain	Good	0
5	12	8	6	Pigmy Date Palm	Remain	Good	0
6	30	5	10	Pink Tabebuia	Remain	Good	0
7	15	8	8	Pigmy Date Palm	Remain	Good	0
8	30	10	12	Sabal Palm	Remain	Fair	0
9	22	20	21 split	Bottle Brush	Remain	Good	0
10	30	20	24	Mahogany	Remain	Good	0
11	22	20	21 split	Bottle Brush	Remain	Fair	0
12	8	9	12	Pigmy Date Palm (Triple)	Remain	Good	0
13	13	10	8	Pigmy Date Palm (Single)	Remain	Good	0
14	10	12	8	Pigmy Date Palm (Double)	Remain	Good	0
15	23	16	8	Sabal Palm	Remain	Good	0
16	18	8	8	Pigmy Date Palm (Single)	Remain	Good	0
17	25	15	8	Pink Tabebuia	Remain	Good	0
18	25	18	14	Pink Tabebuia	Remain	Good	0
19	12	10	8	Pigmy Date Palm (Single)	Remain	Good	0
20	23	16	8	Sabal Palm	Remain	Good	0
21	15	8	8	Pigmy Date Palm (Single)	Remain	Good	0
22	40	30	30	Live Oak	Remain	Good	0
23	40	30	30	Live oak	Remain	Good	0
24	40	30	30	Live Oak	Remain	Good	0
25	12	15	8	Clusia	Remain	Good	0
26	18	15	10	Clusia	Remain	Good	0
27	25	16	10	Pink Tabebuia	Remain	Good	0
28	20	20	12	Clusia	Remain	Good	0
29	23	10	12	Pink Tabebuia	Remain	Good	0
30	15	13	10	Clusia	Remain	Good	0
31	12	5	7	Pink Tabebuia	Remain	Good	0
32	12	13	10	Clusia	Remain	Good	0
33	10	5	6	Pink Tabebuia	Remain	Good	0
34	15	20	8	Clusia	Remain	Good	0
35	25	8	9	Sabal Palm	Remain	Good	0
36	25	8	9	Sabal Palm	Remain	Good	0
37	23	17	8	Foxtail palm	Remain	Good	0
38	20	5	7	Sabal Palm	Remain	Good	0
39	20	5	7	Sabal Palm	Remain	Good	0
40	20	5	7	Sabal Palm	Remain	Good	0
41	23	8	8	Sabal Palm	Remain	Good	0
42	23	20	8 split	Pink Tabebuia	Remain	Fair	0
43	18	12	13 split	Pink Tabebuia	Remain	Fair	0
44	18	13	12 split	Pink Tabebuia	Remain	Fair	0
45	19	10	10 split	Pink Tabebuia	Remain	Fair	0
46	15	12	7	Pink Tabebuia	Remain	Good	0
47	13	6	6	Pink Tabebuia	Remove	Poor	28
48	20	15	11	Pink Tabebuia	Remain	Good	0
49	40	40	30	Black Olive	Remain	Good	0
50	13	7	7	Christmas Palm (Single)	Remain	Good	0
51	8	8	Multitrunk	Areca Palm	Remain	Good	0
52	8	8	Multitrunk	Areca Palm	Remain	Good	0
53	15	13	Multitrunk	Areca Palm	Remain	Good	0
54	23	5	8	Sabal Palm	Remove	Poor	20
55	23	6	4	Sabal Palm	Remain	Good	0
56	8	9	Multitrunk	Areca Palm	Remain	Good	0
57	13	11	Multitrunk	Areca Palm	Remain	Good	0
58	20	8	10	Sabal Palm	Remain	Good	0
59	25	8	10	Sabal Palm	Remain	Good	0
60	20	8	10	Sabal Palm	Remain	Good	0
61	25	8	11	Sabal Palm	Remain	Good	0
62	25	8	11	Sabal Palm	Remain	Good	0
63	25	8	11	Sabal Palm	Remain	Good	0
64	13	8	7	Christmas Palm (Single)	Remain	Good	0
65	25	8	11	Sabal Palm	Remain	Good	0
66	15	8	7	Red Maple	Remain	Good	0
67	14	7	7	Red Maple	Remain	Good	0
68	14	6	5	Red Maple	Remain	Good	0
69	12	7	10	Bismarkia Palm	Remain	Good	0
70	13	5	5	Red Maple	Remain	Good	0
71	14	7	6	Red Maple	Remain	Good	0
72	15	6	6	Red Maple	Remain	Good	0
73	15	8	8	Red Maple	Remain	Good	0
74	14	7	7	Red Maple	Remain	Good	0
75	13	6	5	Red Maple	Remain	Good	0
76	14	6	7	Red Maple	Remain	Good	0
77	40	15	15	Coconut Palm	Remain	Good	0
78	15	20	Multitrunk	Areca Palm	Remain	Good	0
79	20	15	16	Sabal Palm	Remain	Good	0
80	20	15	12	Umbrella	Remove	INVASIVE	0
81	23	5	7	Sabal Palm	Remain	Good	0
82	23	9	8	Sabal Palm	Remain	Good	0
83	20	15	12	Umbrella	Remove	INVASIVE	0
84	20	9	20	Sabal Palm	Remain	Good	0
85	20	8	20	Sabal Palm	Remain	Good	0
86	20	9	20	Sabal Palm	Remain	Good	0
87	19	8	20	Sabal Palm	Remain	Good	0
88	21	8	5	Red Maple	Remain	Good	0
89	12	7	10	Bismarkia Palm	Remain	Good	0
90	22	12	5	Red Maple	Remain	Good	0
91	45	40	36	Pongam	Remain	Good	0
92	15	15	20	Sabal Palm	Remain	Good	0
93	40	35	24	Black Olive	Remain	Good	0
94	12	10	Multitrunk	Areca Palm	Remain	Good	0
95	45	40	30	Pongam	Remain	Good	0
96	45	45	36	Black Olive	Remain	Good	0
97	12	10	Multitrunk	Areca Palm	Remain	Good	0
98	25	12	10	Sabal Palm	Remain	Good	0
99	22	12	10	Sabal Palm	Remain	Good	0
100	20	12	10	Sabal Palm	Remain	Good	0
101	20	12	15	Sabal Palm	Remain	Good	0
102	10	10	15	Seagrape	Remain	Good	0
103	45	45	36	Black Olive	Remain	Good	0
104	16	16	10	Green Buttonwood	Remain	Good	0
105	20	15	12	Bottle Brush	Remain	Good	0
106	15	6	7	Sabal Palm	Remain	Good	0
107	20	8	8	Sabal Palm	Remain	Good	0
108	30	25	11	Black Olive	Remain	Good	0
109	30	25	11	Black Olive	Remain	Good	0
110	40	40	30	Pongam	Remain	Good	0

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NOVA PALMS
 1600 TAFT ST, HOLLYWOOD FL
 TREE DISPOSITION

Project:
 Revisions:

Seat:
 Lic. # LA0000889
 Member: A.S.L.A.

Drawing: Tree Disposition
 Date: 09/18/2015
 Scale: See Left
 Drawn by: FMM
 Sheet No.:
TD-1
 Cad Id.: 2015-088

1600
EASTSIDE
ACTIVE LIVING







EASTSIDE ACTIVE LIVING 954-362-3467

CRU Y611
LOL BACKBOAT



STAND CLEAR
AUTOMATIC GLASS DOORS



AUTOMATIC DOOR

Thank You For Your Courtesy





EASTSIDE ACTIVE LIVING, LLC

1600 Taft Street
Hollywood, FL 33020

January 27, 2017

City of Hollywood
Planning and Development Services
2600 Hollywood Blvd. Room 315
Hollywood, FL 33022

RE: criteria statement

Dear Sir or Madam:

Pursuant to Section 4.7 CRH Community Residential Home and ALF Assisted Living Facility Regulations, ALF's of 15 or more residents shall be allowed in multifamily zoning, provided that such homes not be located within a radius of 1,200 feet of another 7-14 resident CRH in a multifamily zone nor located within a radius of 500 feet of a single-family zoning district.

Our property is currently approved for a 90 beds ALF. We are proposing to intensify a lawful non-confirming use pursuant to Section 3.12G of the Development Zoning and Land Development Regulations. The approval of the application is necessary for the preservation and enjoyment of our substantial property rights. The approval will not be detrimental to the health safety and general welfare of persons working or residing within the vicinity. The approval will not be detrimental or injurious to property and improvements in the vicinity or to the general welfare of the City.

EastSide Active Living, LLC
1600 Taft Street
Hollywood, Florida 33020

BUSINESS PLAN
FOR EXPANSION

OVERVIEW

In April of 2015, EastSide Active Living, LLC (EastSide) purchased from Nova Palms ALF, Inc. and immediately started operating an assisted living facility licensed by the Agency for Healthcare Administration (AHCA). At the time of purchase there were 30 residents. There are currently over 60 residents and the facility holds AHCA license for 90 beds.

Facility is located on 6.7 acres of land at 1600 Taft Street and originally was a VA hospital. Therefore, it is adequately designed to handle use as an assisted living facility (ALF).

There are several structures located on the property. The main building is a large residential facility which currently houses the existing ALF and a senior rental community. Additionally, there are eleven one-story triplexes, which are also currently utilized as a part of the senior rental community.

EastSide is proposing to intensify a lawful non-confirming use pursuant to Section 3.12G of the Development Zoning and Land Development Regulations of the City of Hollywood. Although this assisted living facility is currently operational, a special exception is required for expansion. **This will be merely a change of the existing use. Additional units will not be constructed on the property. Existing tenants in the rental community will become part of the assisted living facility and will be able to receive medication management and participate in the daily activities.** With this proposal the main building will become an ALF and use of the property as senior rental community will be limited to the triplexes.

EastSide's request to increase the number of beds from 90 to 256 is less than what is permitted by the City's Comprehensive Plan and Zoning Code, which is approximately 500. The property size allows for the addition of beds to the existing facility without increasing the building's footprint or being detrimental to the surrounding residential area.

In September of 2016, EastSide met with Hollywood Lakes Civic Association (HLCA) and other local community groups in order to explain to them what EastSide is proposing to do and how it will positively effect the City of Hollywood in its entirety and the surrounding neighborhoods in particular. Members of HLCA were also present during our private meeting with City officials on January 11, 2017. EastSide will obtain a support letter from at least one member of HLCA.

The approval of the application is necessary for the preservation and enjoyment of our substantial property rights. The approval will not be detrimental to the health safety and general welfare of persons working or residing within the vicinity. The approval will not be detrimental or injurious to property and improvements in the vicinity or to the health, safety and general welfare of the City. Typical residents of an ALF facility have limited mobility and do not drive. As confirmed by the traffic engineer from the engineering firm of Keith and Schnars, the number of trips to the property will decrease with the change of use. Therefore, traffic in the neighborhood will decrease from the expansion of the ALF. When the entire main building is operated as an ALF, the calls for medical emergencies and other City services will go through the caregivers and administrators and give EastSide a much greater control to use private services, where residents in the current independent retirement community make their calls directly to the City.

The assisted living industry is forecast to increase in 2016-2020 as demand is growing steadily. The growth in the aging population and the generation of retiring baby boomers are driving demand for assisted living facilities and their associated services. According to the National Center for Assisted

Living, the average age of residents in assisted living facilities is 87 years. As people age, they become more frail and are more inclined to suffer from chronic illnesses, including memory loss, heart disease, diabetes, colon cancer and high blood pressure. In addition, aging affects a person's functional abilities such as sight, hearing, muscle strength and coordination, exposing older people to significant risks of injuries. Consequently, older adults consider moving into assisted living facilities, where they can receive assistance with activities of daily living, including bathing, dressing, toileting and eating. As a result of the aging demographic trend, demand for services provided by retirement communities is expected to stay strong in future years. Therefore, additional ALF beds will help to meet a need in the immediate community.

EastSide's mission is to provide residents with a unique and vibrant community complemented by a healthy, dynamic, and satisfying lifestyle which allows them to thrive. The facilities' staff assist residents with daily living tasks such as personal grooming and bathing. All meals and snacks, daily laundry service and custodial services are included in the monthly fee. A dedicated staff member manages each resident's personal and financial affairs, such as bill payment and filing of paperwork. The staff also manages each resident's administration of medication and scheduling of medical appointments. Transportation is provided for the activities outside of the facility.

A variety of onsite activities are offered such as reading, painting, dancing, singing, bingo games and other forms of entertainment. All aspects of the facility are planned and closely monitored to ensure the maximum well being of the residents and to provide appropriate support to their families.

EastSide Active Living, LLC has a nearly impeccable record with Agency for Health Care Administration.

IMPROVEMENTS & ENHANCEMENTS TO EXISTING CONDITIONS

EastSide has made a commitment to the City of Hollywood, local community, and residents that this facility will be greatly enhanced from the status of the prior owner. The following improvements have been implemented since April 2015 when the property and the ALF was acquired:

- Repainted the main building from toxic green color to neutral beige and taupe colors;
- Hired landscape architect and brought landscaping up to code by planting 78 additional trees. Planted lots of flowers and bushes, which is above and beyond the requirements of the City's Code;
- American Ambulance and Premier Mobile Triage have been retained for private emergency response services;
- Created a position for day guard to patrol the property during the day.
- Placed "No Trespassing" signs throughout the entire property.
- Created log of resident car tags. Implemented policy to tow cars that are parked on the property without authorization
- Hired a night guard and negotiating for an off-duty officer in the evening and night hours in order to reduce the number of calls to the City's Police Department;
- Implementing protocol to reduce the number of calls to the emergency 911 line. A copy of the protocol is attached;
- Improved the quality of the residents over the past year by evicting problematic tenants and will maintain a peaceful and orderly facility. Problematic tenants or issues are logged and recorded in order to start eviction process;
- Increased the number of ALF residents, while the number of calls to the police & fire departments have decreased by 20%, as stated in the meeting on January 11, 2017. In the meantime, the facility increased from 30 residents to 60 residents during this period.
- Significantly decreased the number of ALF residents who are being hospitalized;
- All of the residents are pre-screened with a criminal background check prior to intake;
- Extracted seven (7) dumpsters worth of garbage from the property;
- On-site maintenance (7 days a week) and shall provide a maintenance log to document all necessary issues or repairs necessary. The maintenance request sheet shall also show how issues or repairs were addressed indicating necessity for obtaining a permit;
- Hired an architect and a general contractor and received a permit to address all of the code violations.

EXPANSION TRANSITION

The City's Comprehensive Plan and Zoning code permits the facility to accommodate up to 500 beds. The need to increase to the maximum of 500 beds is not anticipated at this time but EastSide would request to reserve the right to obtain a maximum approval dependent upon satisfactory operation of the current facility for five years.

The property is currently licensed for 45 rooms (90 beds) for the ALF and 115 Senior Rental (Non-transient Residential) Units.

EastSide Active Living, LLC, as part of facilitating the growing demand, is requesting that the facility increase the capacity of the assisted living facility beds from 90 beds to 256 beds. This request is for conversion of the main building into an ALF facility with the allotted number of beds allowable from the existing rooms that are available. No construction is necessary to do the conversion. This is merely change of use. This will convert the entire main building into an ALF and will allow EastSide to stabilize the property for one uniform use. See [Transition Map](#).

IMPROVEMENTS RELATED TO CALLS TO POLICE DEPARTMENT & FIRE DEPARTMENT

- Created a position for day guard to patrol the property during the day.
- Placed "No Trespassing" signs throughout the entire property.
- Created log of resident car tags. Implemented policy to tow cars that are parked on the property without authorization.
- Hired a night guard in order to reduce the number of calls to the City's Police Department;
- Implemented protocol to reduce the number of calls to the emergency 911 line. A copy of the protocol is attached;
- Improved the quality of the residents over the past year and a half by evicting problematic tenants and will maintain a peaceful and orderly facility. Problematic tenants or issues are logged and recorded in order to start the eviction process;
- Increased the number of ALF residents, while the number of calls to the police & fire departments have decreased by 20%, as stated in the meeting on January 11, 2017. In the meantime, the facility increased from 30 residents to 60 residents during this period.
- Significantly decreased the number of ALF residents who are being hospitalized;
- All of the residents are pre-screened with a criminal background check prior to intake;

1. The property was purchased on the last day of 2014, the assisted living facility was purchased on April 1, 2015 and the new owners therefore were not responsible for any mishaps that happened in 2014.
2. The property consists of 90 bed assisted living facility, but the rest of the property is rental units, which is **not** a facility.
3. Coolidge Palms was shut down by the State of Florida (Agency for Healthcare Administration), not the City of Hollywood. Neither EastSide Active Living (ALF), nor Nova Palms Holding (rentals) is associated with Coolidge Palms in any shape or form. An inspection that was conducted by the City and by the State subsequent to Coolidge Palms shut down, revealed zero violations in the Assisted Living Facility.
4. Building safety issues are not related to the assisted living facility and are not related to the police department and have been resolved by our architect and general contractor by pulling a master permit. State, which regulates assisted living facilities, does not issue verbal warning for any kind of violations.
5. **There has never been a shooting** at the property! The representatives of Hollywood Civic Association confirmed at the meeting with the City officials on January 11, 2017 that neither the Association nor the neighbors have complaints against the property.
6. The calls for disturbance have been reduced by 50% every year (2015 & 2016) that the property has been under new ownership.
7. There has also been a reduction of **TWENTY PERCENT** in calls to City of Hollywood Police Department. That's not a small reduction in calls.
8. In 2016, over 400 individuals resided at the property, if you take into consideration how many people passed away, moved or have been evicted. In 2016, there were 300 service calls made to Hollywood Police Department. That's 1.33 calls per person, per year.
9. Just last year alone we evicted and convinced to move out over 35 problematic residents.
10. In the **Assisted Living Facility (Facility)**, we know each call that has been made, we can direct the calls to private providers like American Ambulance, when appropriate. We keep an exact log for the State of Florida, as required by regulations.
11. Everybody who has been to our property prior to our ownership, including Lieutenant Marino and Officer Fregin, confirmed that the property has improved tremendously under new ownership and we have been advised against hiring off duty police officers.
12. Assisted Living facility has never had any issues with the State or the City. We are asking that you use your common sense and let us change the use from rentals to assisted living facility, which is a much more regulated use and which will be a great improvement for the City, not only because the calls to the police will decrease, but because it will create jobs and will reduce traffic to the property.

LOG OF PHONE CALLS FOR 2016

Premier Mobile Triage: 27 calls for residents who were hospitalized and 20 for residents who were not hospitalized (HMO patients)

American Ambulance: 30 phone calls (Medicare patients)

Adult Protective Services: We called Adult Protective Services 4 times during 2016. By protocol, Adult Protective Services call police department themselves.

Objective: reduce the number of calls to 911 line

City Of Hollywood has recently informed us of their concern for excessive usage of their Emergency Department forces by our residents. The following critical steps will be implemented to reduce the amount of emergency calls:

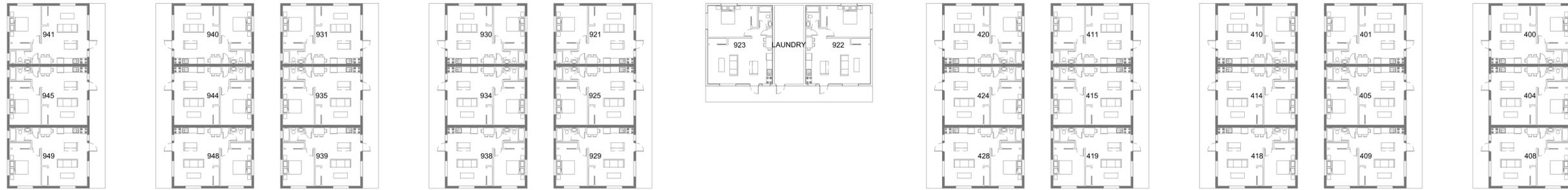
- 1) If a resident has a true emergency in which it is necessary to call 911, please **Do Not** hesitate and do so. *Some* examples of such emergencies: chest pain, uncontrollable bleeding, severe pain from a fall or any other severe pain.
- 2) If there is no real emergency and a resident just wants to go to the hospital for non-life threatening emergency, please call the Medical Doctor first and leave a message for the doctor to call you back. If the Medical Doctor does not pick up, please immediately contact Care Coordinator and the Administrator.
- 3) Check to see if the resident is a Humana patient. Humana has recently implemented a new protocol for emergency calls. They will send a team to triage a patient. Humana's team will make a determination if the resident should go to hospital or can be treated at our facility. A list of Humana patients has been posted at the main desk for the Assisted Living Facility. The number for this emergency treatment is 1-800-209-7919.

Please follow these simple directions in order to reduce the number of calls to 911. This could really help a person who needs the emergency help, to get help faster and reduce the burden on the City Of Hollywood emergency services at the same time.

Thanks You,

Beth Tarus LPN

Administrator.



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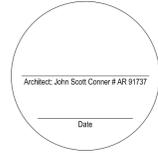
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Project Architect: AR #91737 J. SCOTT CONNER, AIA

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Project Name:
**Assisted Living Facility Expansion
for Nova Palms Holding, LLC**
1600 Taft Street
Hollywood, Florida 33020

REVISION LOG

MARK	DESCRIPTION	DATE

EXISTING - PROJECT DATA:

Required Common Area = 35 sf / bed * 90	=	3,150 sf
Existing Common Area	=	9,744 sf
EXCEEDS REQUIRED	=	6,594 sf
Total ALF Beds (45 Rooms with 2 beds)	=	90
Existing Apartments Remaining	=	115

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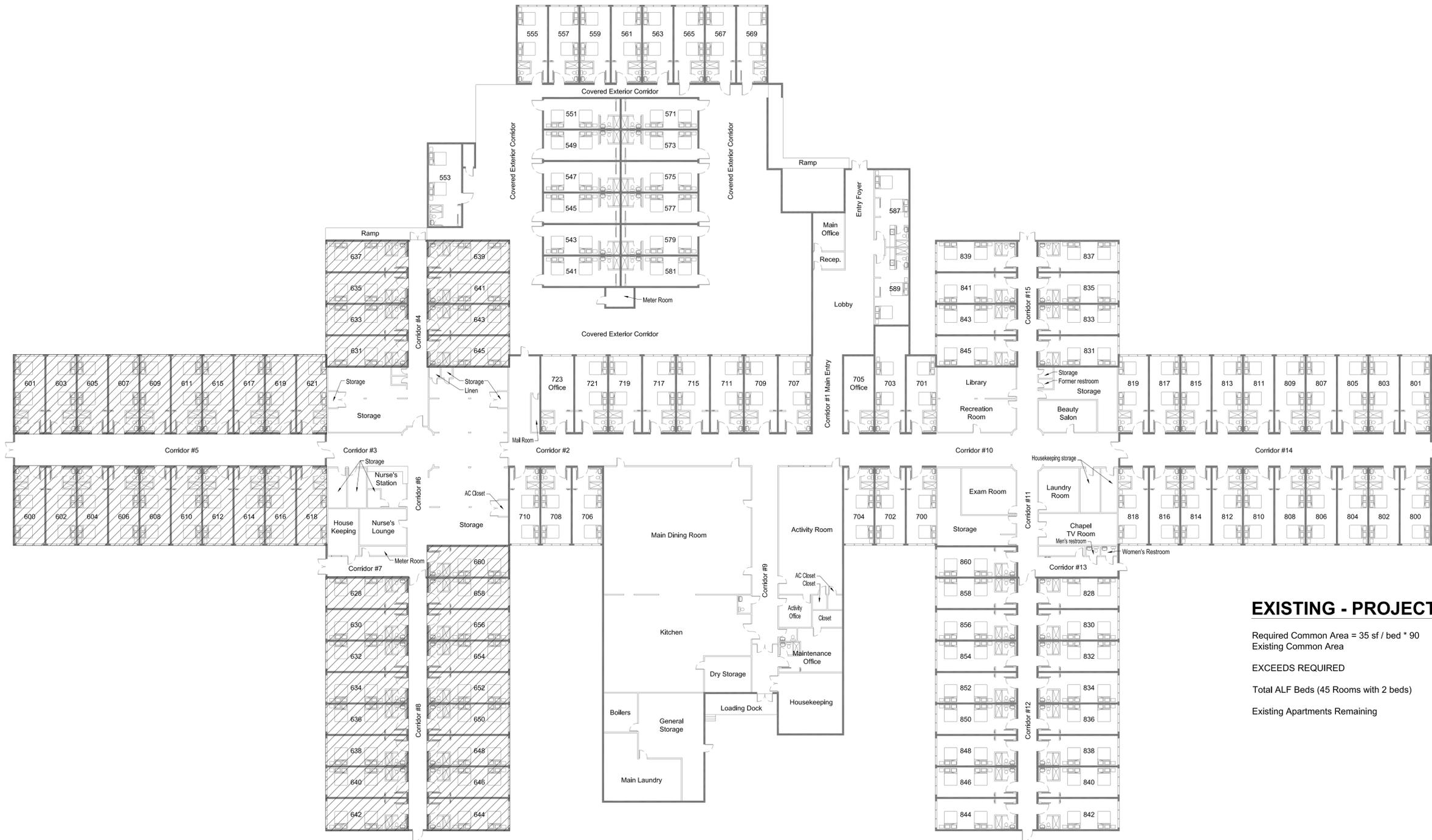
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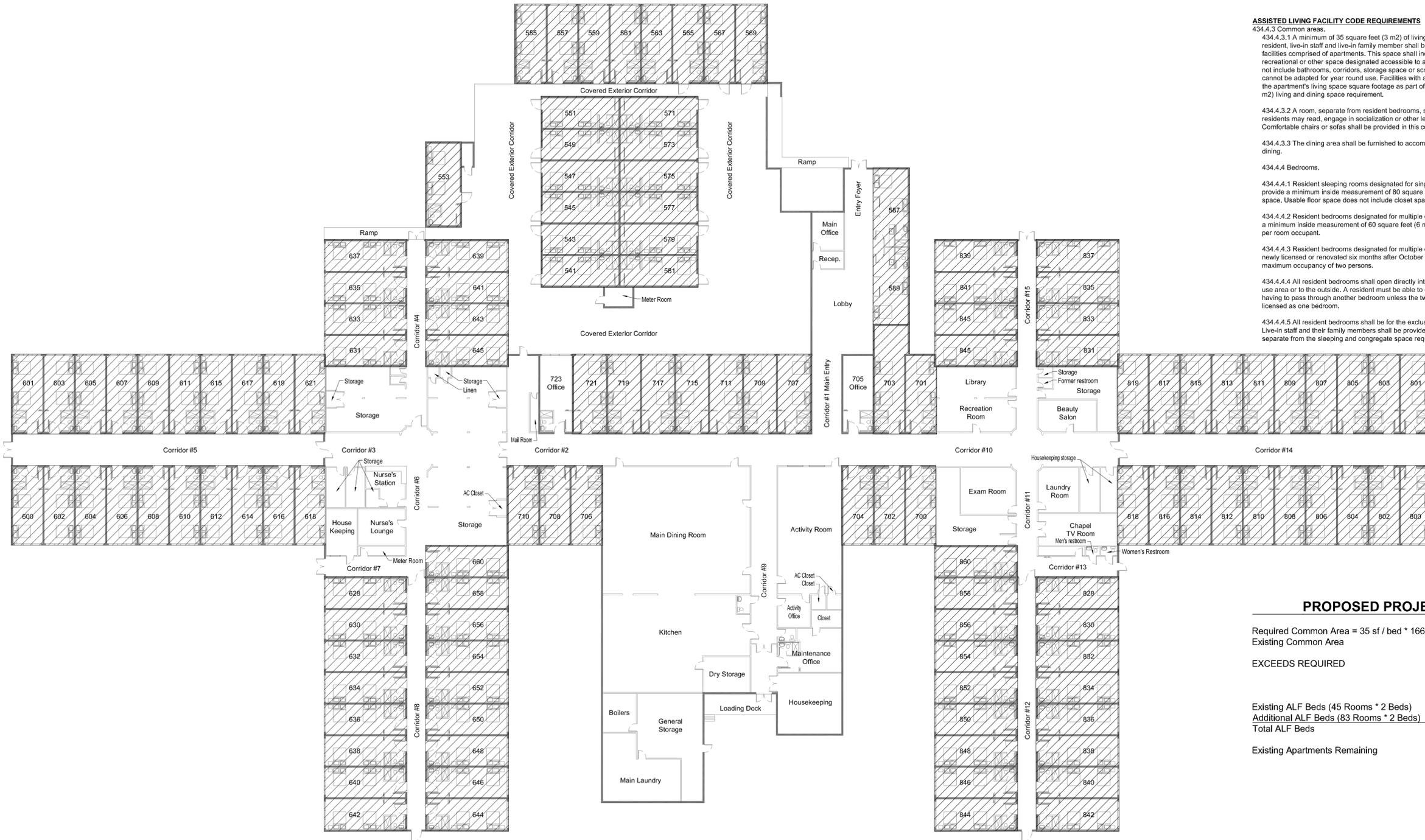
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ASSISTED LIVING FACILITY CODE REQUIREMENTS

- 434.4.3 Common areas.
 - 434.4.3.1 A minimum of 35 square feet (3 m2) of living and dining space per resident, live-in staff and live-in family member shall be provided except in facilities comprised of apartments. This space shall include living, dining, recreational or other space designated accessible to all residents, and shall not include bathrooms, corridors, storage space or screened porches which cannot be adapted for year round use. Facilities with apartments may count the apartment's living space square footage as part of the 35 square footage (3 m2) living and dining space requirement.
 - 434.4.3.2 A room, separate from resident bedrooms, shall be provided where residents may read, engage in socialization or other leisure time activities. Comfortable chairs or sofas shall be provided in this communal area.
 - 434.4.3.3 The dining area shall be furnished to accommodate communal dining.
- 434.4.4 Bedrooms.
 - 434.4.4.1 Resident sleeping rooms designated for single occupancy shall provide a minimum inside measurement of 80 square feet of usable floor space. Usable floor space does not include closet space or bathrooms.
 - 434.4.4.2 Resident bedrooms designated for multiple occupancy shall provide a minimum inside measurement of 60 square feet (6 m2) of usable floor space per room occupant.
 - 434.4.4.3 Resident bedrooms designated for multiple occupancy in facilities newly licensed or renovated six months after October 17, 1999, shall have a maximum occupancy of two persons.
 - 434.4.4.4 All resident bedrooms shall open directly into a corridor, common use area or to the outside. A resident must be able to exit his bedroom without having to pass through another bedroom unless the two rooms have been licensed as one bedroom.
 - 434.4.4.5 All resident bedrooms shall be for the exclusive use of residents. Live-in staff and their family members shall be provided with sleeping space separate from the sleeping and congregate space required for residents.



PROPOSED PROJECT DATA:

Required Common Area = 35 sf / bed * 166	=	8,960 sf
Existing Common Area	=	9,744 sf
EXCEEDS REQUIRED	=	784 sf
Existing ALF Beds (45 Rooms * 2 Beds)	=	90
Additional ALF Beds (83 Rooms * 2 Beds)	=	166
Total ALF Beds	=	256
Existing Apartments Remaining	=	32

Project Name:

**Assisted Living Facility Expansion
for Nova Palms Holding, LLC**

1600 Taft Street
Hollywood, Florida 33020

REVISION LOG

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Phase One
Floor Plan

Sheet #

A201b

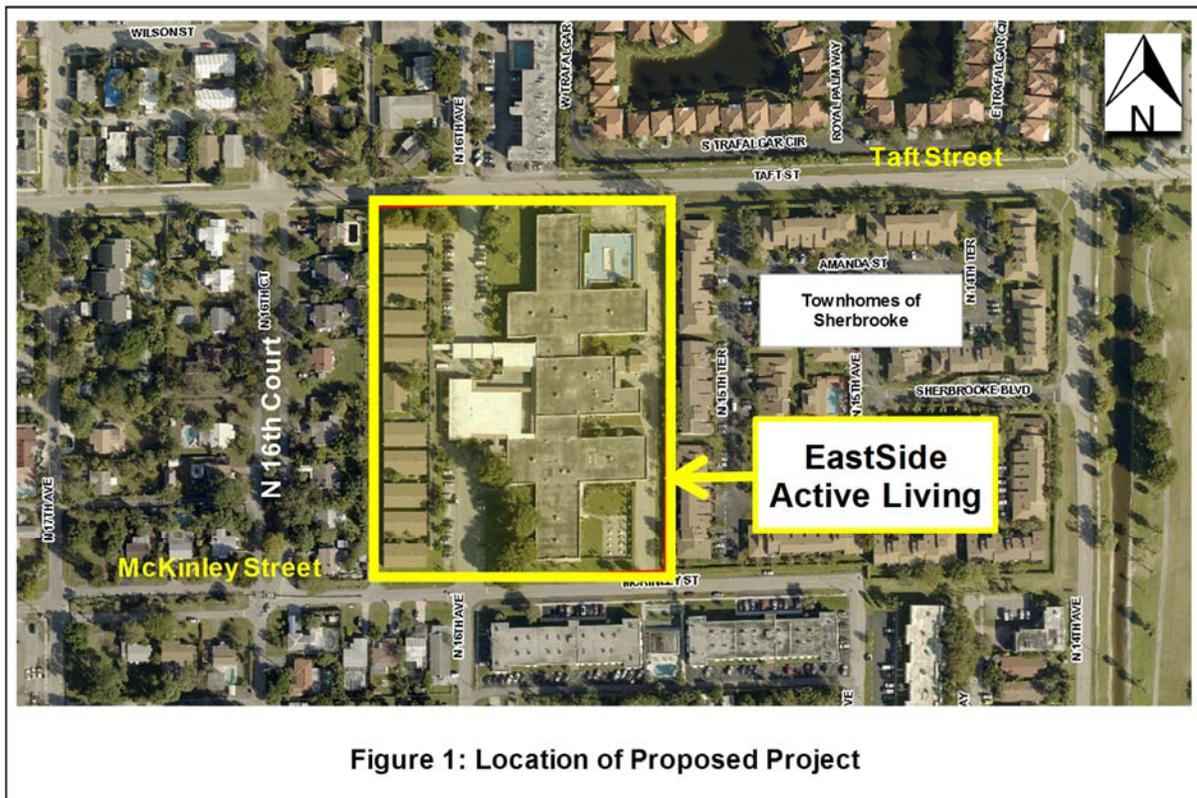
January 23, 2017

EastSide Active Living, LLC
1600 Taft Street
Hollywood, Florida 33020
Attn: Anna Krimshstein

RE: **Traffic Statement for Variance Exemption**
EastSide Assisted Living Facility Expansion
Keith & Schnars Project No. 18303.00

Dear Mrs. Krimshstein:

This letter will serve as the Traffic Impact Statement requested by the City of Hollywood for the proposed change of use application (variance exemption) for the implementation of **Phase 1 EastSide Assisted Living Facility (ALF) Expansion** of the existing **EastSide Active Living** development located at 1600 Taft Street, Hollywood, Florida (Figure 1).



The proposed **Phase 1 EastSide Assisted Living Facility Expansion** project consists of the conversion of 83 existing efficiency apartments to 83 assisted living units with a total of 166 beds. This traffic statement provides an evaluation of the anticipated daily and peak-hour trips generated by the existing facility and proposed development to determine the change in expected traffic trips.

PROJECT DESCRIPTION

The existing **EastSide Active Living** project site is located within the northwestern sector of the Hollywood Lakes neighborhood of the City of Hollywood. As shown in **Figure 1**, the site is bounded on the north by Taft Street, on the east by the Townhomes of Sherbrooke Development, on the south by McKinley Street, and on the west by North 16th Court and single family homes fronting North 16th Court.

Existing Facility:

The existing **EastSide Active Living** facility consists of the following uses:

- 115 residential units;
 - 83 efficiency apartments; and
 - 32 One-bedroom apartments;
- Assisted Living Facility – 90 beds (45 rooms with 2 beds each).

Proposed Uses:

The proposed **Phase 1 EastSide Assisted Living Facility** consists of the following uses:

- Assisted Living Facility -- The conversion of 83 rental efficiency apartments to 83 units of AFL rooms with 166 beds with the existing 90 beds (45 rooms). The total AFL will consist of 256 beds (128 rooms with 2 beds each); and
- 32 One-bedroom apartments.

The primary access driveways are located on the north off the intersection of Taft Street and N 16th Avenue and off the south at the intersection of McKinley Street and N 16th Avenue.

The existing and proposed project site plans are provided in **Attachment 1**.

TRIP GENERATION ANALYSIS

The estimated daily and peak-hour vehicle trips were determined for both existing and proposed **Phase 1** conditions. Daily and peak-hour trip rates and/or formula presented in the *Institute of Transportation Engineers' (ITE) Trip Generation Manual, 9th Edition* were applied to both existing and proposed project conditions. The ITE Land Use Codes used are (1) LUC 220 Apartment, and (2) LUC 254 Assisted Living. Trip tables were prepared for daily (weekday), AM peak-hour adjacent street traffic, and PM peak-hour adjacent street traffic.

Daily Trips

Table 1 provides the estimated trip generation on a daily (weekday) basis for both existing and proposed conditions. As demonstrated in Table 1, the existing facility is estimated to generate 1,061 weekday daily trips; whereas, the proposed project is estimated to generate 999 daily trips, resulting in a net decrease of 63 daily trips.

Table 1
 Daily Project Trip Generation

EXISTING DAILY TRIP GENERATION									
Land Use	Density	Units	Land Use Code	ITE 9 th Edition Daily Trip Generation Rate or Formula	Daily Trips	Inbound		Outbound	
						%	Trips	%	Trips
A Assisted Living	90	Beds	254	T = 2.66 (X)	240	50%	120	50%	120
B Apartments	115	DU	220	T = 6.06 (X) + 123.56	821	50%	411	50%	411
TOTALS =					1,061	50%	531	50%	531
PROPOSED PHASE 1 DAILY TRIP GENERATION									
Land Use	Density	Units	Land Use Code	ITE 9 th Edition Daily Trip Generation Rate or Formula	Daily Trips	Inbound		Outbound	
						%	Trips	%	Trips
A Assisted Living	256	Beds	254	T = 2.66 (X)	681	50%	341	50%	341
B Apartments	32	DU	220	T = 6.06 (X) + 123.56	317	50%	159	50%	159
TOTALS =					998	50%	500	50%	500
NET DAILY TRIP GENERATION									
					Daily Trips	Inbound		Outbound	
TOTALS =					-63	50%	-31	50%	-31

AM Peak Hour Trips

Table 2 provides the estimated trip generation on an AM peak-hour basis for both existing and proposed conditions. As demonstrated in Table 2, the existing facility is estimated to generate 74 AM peak-hour trips; whereas, the proposed project is estimated to generate 56 AM peak-hour trips, resulting in a net decrease of 18 AM peak-hour trips.

Table 2
 AM Peak-Hour Project Trip Generation

EXISTING AM PEAK-HOUR TRIP GENERATION									
Land Use	Density	Units	Land Use Code	ITE 9 th Edition Daily Trip Generation Rate or Formula	AM Peak-Hour of Adjacent Street Traffic	Inbound		Outbound	
						%	Trips	%	Trips
A Assisted Living	90	Beds	254	T = 0.14 (X)	13	65%	8	35%	5
B Apartments	115	DU	220	T = 0.49 (X) + 3.73	61	20%	12	80%	49
TOTALS =					74	27%	20	73%	54
PROPOSED PHASE 1 AM PEAK-HOUR TRIP GENERATION									
Land Use	Density	Units	Land Use Code	ITE 9 th Edition Daily Trip Generation Rate or Formula	AM Peak-Hour of Adjacent Street Traffic	Inbound		Outbound	
						%	Trips	%	Trips
A Assisted Living	256	Beds	254	T = 0.14 (X)	36	65%	23	35%	13
B Apartments	32	DU	220	T = 0.49 (X) + 3.73	20	20%	4	80%	16
TOTALS =					56	48%	27	52%	29
NET AM PEAK-HOUR TRIP GENERATION									
					AM Peak-Hour	Inbound		Outbound	
						Trips		Trips	
TOTALS =					-18	7		-25	

PM Peak-Hour Trips

Table 3 provides the estimated trip generation on an PM peak-hour basis for both existing and proposed conditions. As demonstrated in Table 3, the existing facility is estimated to generate 101 PM peak-hour trips; whereas, the proposed project is estimated to generate 93 PM peak-hour trips, resulting in a net decrease of 8 PM peak-hour trips.

Table 3
 PM Peak-Hour Project Trip Generation

EXISTING PM PEAK-HOUR TRIP GENERATION									
Land Use	Density	Units	Land Use Code	ITE 9 th Edition Daily Trip Generation Rate or Formula	PM Peak-Hour of Adjacent Street Traffic	Inbound		Outbound	
						%	Trips	%	Trips
A Assisted Living	90	Beds	254	T = 0.22 (X)	20	44%	9	56%	11
B Apartments	115	DU	220	T = 0.55 (X) + 17.65	81	65%	53	35%	28
TOTALS =					101	61%	62	39%	39
PROPOSED PHASE 1 PM PEAK-HOUR TRIP GENERATION									
Land Use	Density	Units	Land Use Code	ITE 9 th Edition Daily Trip Generation Rate or Formula	PM Peak-Hour of Adjacent Street Traffic	Inbound		Outbound	
						%	Trips	%	Trips
A Assisted Living	256	Beds	254	T = 0.22 (X)	57	44%	25	56%	32
B Apartments	32	DU	220	T = 0.55 (X) + 17.65	36	65%	23	35%	13
TOTALS =					93	52%	48	48%	45
NET PM PEAK-HOUR TRIP GENERATION									
					PM Peak-Hour Trips	Inbound Trips	Outbound Trips		
TOTALS =					-8	-14	6		

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CONCLUSION

Based on the trip generation analysis, the proposed Phase 1 EastSide Assisted Living Facility Expansion at EastSide Active Living development in Hollywood Florida will generate less trips than the existing facility (daily -63 trips; AM peak-hour -18 trips; and PM peak-hour -8 trips). Therefore, traffic impacts of the EastSide Active Living development will be reduced overall with the implementation of Phase 1 EastSide Assisted Living Facility Expansion.

If additional information is required, please do not hesitate to call me at 954-776-1616, Ext. 6730.

Respectfully,
KEITH & SCHNARS

Certificate of Authorization #1337

Engineer's Certification: I, Jose Luis Rodriguez, certify that I currently hold an active Professional Engineer's License in the State of Florida and I am competent through educational experience to provide engineering services in the civil and traffic engineering disciplines contained in this report. I further certify that this traffic statement was prepared by me or under my responsible charge as defined in Chapter 61G15-18.001 F.A.C. and that all statements, conclusions and recommendations made herein are true and correct to my knowledge and ability.

Jose Luis Rodriguez
Jose Luis Rodriguez, P.E. 45596
Date: *Jan 23, 2017*
Professional Engineer State of Florida License No. 45596



ATTACHMENT

Cc: Clarissa Ip, City of Hollywood
John P. Krane, P.E., Keith & Schnars

ATTACHMENT 1

**PROJECT SITE PLANS
PHASE 1 EASTSIDE ASSISTED LIVING FACILITY (ALF) EXPANSION
HOLLYWOOD, FLORIDA**

**Traffic Statement for Variance Exemption
EastSide Active Living LLC
Keith & Schnars Project No. 18303.00**



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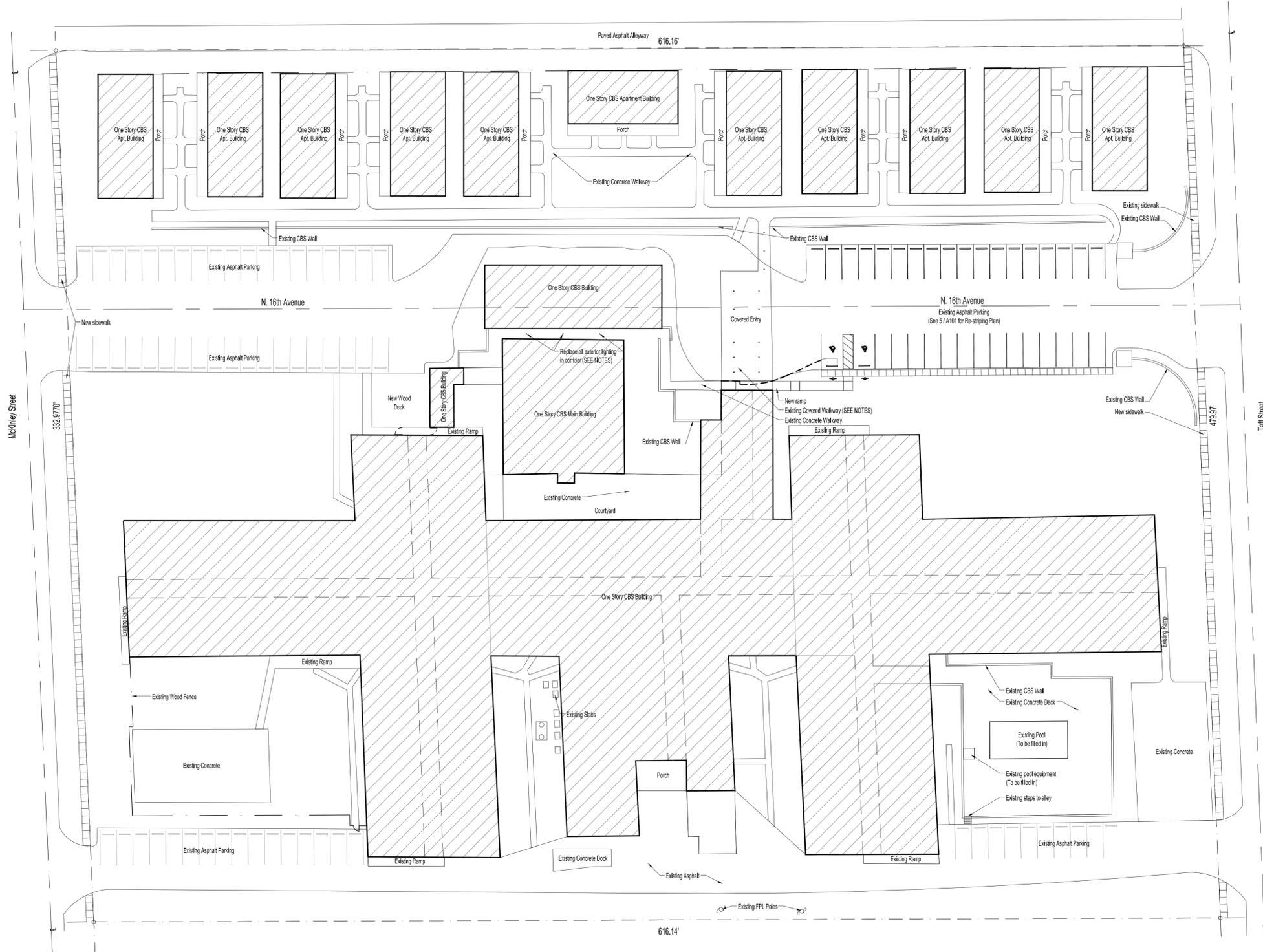
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www.ArcUrb.com AA #26002262

Project Architect: AR #91737 J. SCOTT CONNER, AIA

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Project Name:
**Assisted Living Facility Expansion
for Nova Palms Holding, LLC**
1600 Taft Street
Hollywood, Florida 33020

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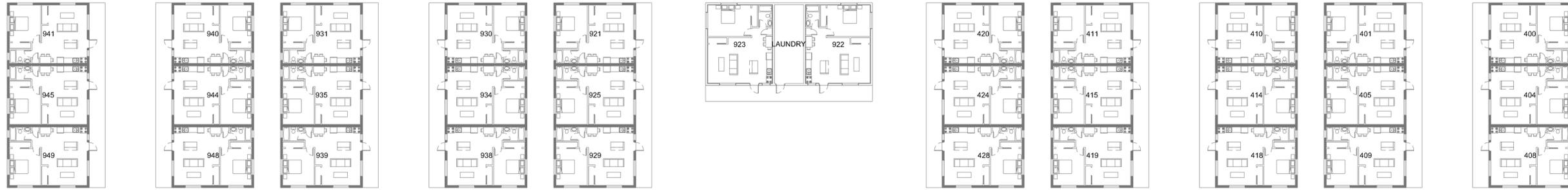
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Existing Site Plan

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Project Name:
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Hollywood, Florida 33020

REVISION LOG

MARK	DESCRIPTION	DATE

EXISTING - PROJECT DATA:

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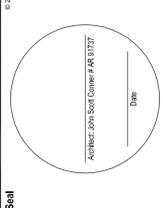
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 Project Address: AA #9137 J. SCOTT CONNER, AIA
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Assisted Living Facility Expansion
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 1600 Taft Street
 Hollywood, Florida 33020

Project Name:

MARK	DESCRIPTION	DATE

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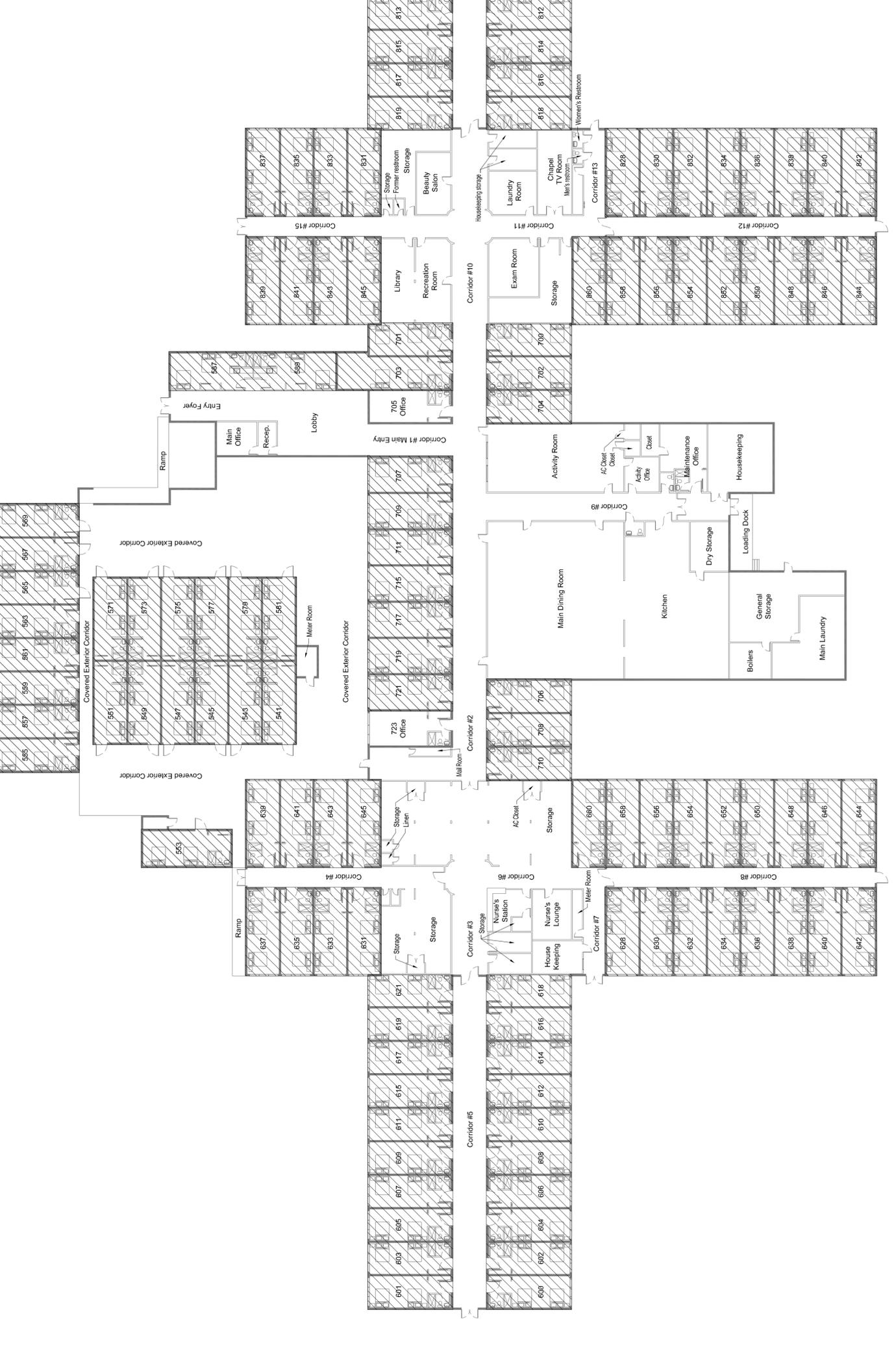
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 Phase One
 Floor Plan
 Sheet #

A201b

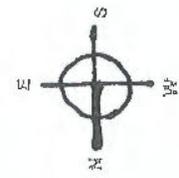
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PHASE 1 - PROJECT DATA:

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EXCEEDS REQUIRED	=	784 sf
Existing ALF Beds (45 Rooms * 2 Beds)	=	90
Additional ALF Beds (63 Rooms * 2 Beds)	=	166
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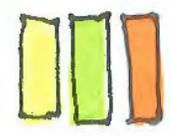


TOTAL
 45 (90 BEDS)
 0
 115
 EXISTING ALF UNITS
 NEW ALF UNITS
 SENIOR RESIDENTIAL UNITS

PHASE ONE



TOTAL
 * 45 (90 BEDS) > 256 BEDS
 83 (166 BEDS)
 32



EXISTING ALF UNITS
 NEW ALF UNITS
 SENIOR RESIDENTIAL UNITS