



LAND USE HEARING OFFICER VARIANCE REPORT

APPLICATION NUMBER: VAR 23-0107	
LUHO HEARING DATE: March 27, 2023	CASE REVIEWER: Tania C. Chapela


REQUEST: The applicant is requesting a variance to accommodate the placement of a drive-through order box for a proposed restaurant on property zoned CG (Commercial General).

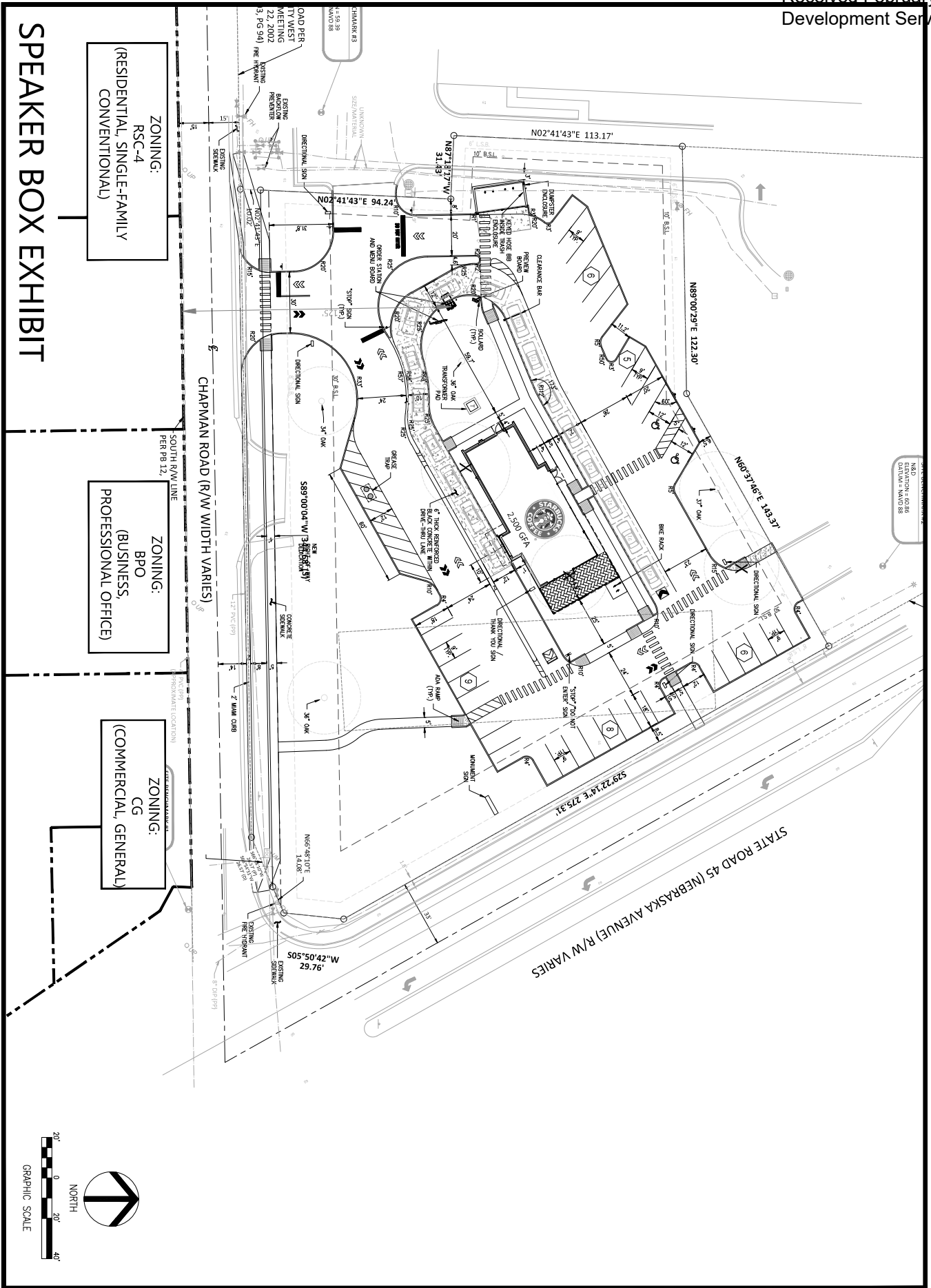
VARIANCE(S):

Per LDC Section 6.11.35. B.1, no order box used in the ordering of food or beverages from a drive-through window shall be located within 200 feet of any property zoned residential. The applicant requests a 75-foot reduction to the required distance separation to allow a 125-foot separation from residentially zoned property to the south of the proposed restaurant.

DISCLAIMER:

The variance listed above is based on the information provided in the application by the applicant. Additional variances may be needed after the site has applied for development permits. The granting of these variances does not obviate the applicant or property owner from attaining all additional required approvals including but not limited to: subdivision or site development approvals and building permit approvals.

ADMINISTRATOR'S SIGN-OFF
 t Tue Mar 14 2023 16:17:05
Attachments: Application Site Plan Petitioner's Written Statement Current Deed

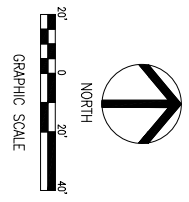


ZONING:
RSC-4
(RESIDENTIAL, SINGLE-FAMILY CONVENTIONAL)

ZONING:
BPO
(BUSINESS, PROFESSIONAL OFFICE)

ZONING:
CG
(COMMERCIAL, GENERAL)

SPEAKER BOX EXHIBIT



EXH-1
PROJECT NO.: 2021187

STARBUCKS
16506 NEBRASKA AVE
LUTZ, FLORIDA

DATE: 07/23/23
DRAWN: LH
CHECKED: RZ

REVISION	DATE	REVISION	DATE

Z DEVELOPMENT
services

CA 29354

708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604



Project Description (Variance Request)

1. In the space below describe the variance including any history and/or related facts that may be helpful in understanding the request. This explanation shall also specifically identify what is being requested (e.g. Variance of 10 feet from the required rear yard setback of 25 feet resulting in a rear yard of 15 feet). If additional space is needed, please attach extra pages to this application.

We are requesting a variance from Section 6.11.35(B)(1) requiring a drive through order box to be located a minimum of 200 ft from any residentially zoned property. The proposed distance will be 125.0 ft.

2. A Variance is requested from the following Section(s) of the Hillsborough County Land Development Code:

6.11.35(B)(1)

Additional Information

1. Have you been cited by Hillsborough County Code Enforcement? No Yes
If yes, you must submit a copy of the Citation with this Application.
2. Do you have any other applications filed with Hillsborough County that are related to the subject property?
 No Yes If yes, please indicate the nature of the application and the case numbers assigned to the application (s): Pre-Submittal Conference - Folio 15780 held 12/14/22
3. Is this a request for a wetland setback variance? No Yes
If yes, you must complete the Wetland Setback Memorandum and all required information must be included with this Application Packet.
4. Please indicate the existing or proposed utilities for the subject property:
 Public Water Public Wastewater Private Well Septic Tank
5. Is the variance to allow a third lot on well or non-residential development with an intensity of three ERC's?
 No Yes If yes, you must submit a final determination of the "Water, Wastewater, and/or Reclaimed Water – Service Application Conditional Approval – Reservation of Capacity" prior to your public hearing



Variance Criteria Response

1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?

The subject property is zoned CG, along with the property to the North and West. To the East there is a four lane road adjacent to PD zoned property. Approximately two thirds of the southern property is adjacent to a roadway and commercial and/or business zoned property. There are only two residential lots affected.

2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.

The site dimensions for this particular site do not allow for a greater separation. All the other properties in this district would be permitted to construct the speaker box. This site is slightly different since there is existing residentially zoned property that is across a busy and somewhat noisy street that would provide a greater amount of noise than the proposed speaker box.

3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.

The affected homes are bordered to the East and West by busy four lane roads and to the North by a two lane road and a high intensity commercial property. The proposed speaker box will not be facing the homes, so the noise from the speaker box will not add to the already high noise levels in this area.

4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).

The intent of the zoning designations in this area are to provide for a variety of retail uses and services to serve the community's general needs and to serve residential neighborhoods. Constructing a Starbucks here is in harmony with the intent and purpose of the Zoning LDC.

5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.

The requested variance is certainly not the result of an illegal act. The proposed Starbucks lot is at a highly commercial intersection. This zoning classification was not a self-imposed hardship by the applicant.

6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.

Justice will be served in the granting of this variance since the public benefit being sought by the code requirement is to protect the residential property from the noise generated by the order station and we do not believe there will be an increase in the noise level due to the current high noise levels from the roads and adjacent commercial properties.

This instrument was prepared without opinion of title by and after recording return to:

Patricia L. Hill, Esq.
Graydon Head & Ritchey LLP
312 Walnut Street, Suite 1800
Cincinnati, Ohio 45202

SPECIAL WARRANTY DEED

FIFTH THIRD BANK, NATIONAL ASSOCIATION, a federally chartered institution, whose mailing address is 38 Fountain Square Plaza, MD 10903K, Cincinnati, Ohio 45263, Attn: Senior VP, Enterprise Workplace Services (“**Grantor**”), for valuable consideration paid, grants, bargains, sells and conveys, with special warranty covenants, to **HILL/GRAY SEVEN, L.L.C.**, a Florida limited liability company, whose tax-mailing address is 1350 City View Center, Oviedo, Florida 32765, its successors and assigns (“**Grantee**”), the **REAL PROPERTY** located in Lutz, Hillsborough County, Florida, and more particularly described as:

See Exhibit A, attached hereto and made a part hereof.

Prior Instrument Reference: Official Records Book 17889, Page 1266 and Official Records Book 18590, Page 629 of the Public Records of Hillsborough County.

TO HAVE AND TO HOLD the above-described Real Property in fee simple forever.

The Real Property conveyed by Grantor to Grantee hereunder is subject to: (i) non-delinquent real property taxes and assessments; (ii) all easements, covenants, conditions, restrictions and other agreements of record; (iii) all matters which would be disclosed by a recent and accurate survey of the Real Property; (iv) public streets and legal highways, (v) municipal, zoning and subdivision laws and ordinances, (vi) a restriction against use of the Real Property, which will run with the Real Property for a period of ten (10) years from the date hereof, as set forth in the paragraph below titled “Restriction Against Banking Services Uses,” and (vii) a restriction against use of the Real Property, which will run with the Real Property for a period of two (2) years from the date hereof, as set forth in the paragraph below titled “Restriction Against Marijuana Uses.” Grantor by execution and delivery hereof warrants the title to said Real Property as to and against its own acts only and none other.

RESTRICTION AGAINST BANKING SERVICES USES: Grantee, its successors and assigns shall not (i) operate on, (ii) construct on, or (iii) place signage relating to or otherwise advertising (including but not limited to “Coming Soon” signs), the Real Property or any portion thereof, a financial institution, bank, savings and loan institution, trust company, ATM, automated teller machine or other free standing cash dispensing or financial transaction machine, stock brokerage, mortgage company, brokerage, credit union, or any type of financial services entity or any entity offering any Banking Services (as defined herein), and shall not allow or permit any third party or other entity to (i) use, (ii) construct on, or (iii) place signage relating to or otherwise advertising (including but not limited to “Coming Soon” signs), the Real Property or any portion thereof for or relating to any type of brokerage, mortgage, financial services, or Banking Services. For purposes of the foregoing restriction, “Banking Services” will mean the provision of checking, savings, check cashing, credit card, commercial loan, consumer loan, residential loan, international letters of credit, trust,

automatic teller, securities brokerage and other financial services provided by commercial banking and savings and loan institutions to commercial and consumer customers. No restriction on use contained herein shall preclude or restrict any use by Fifth Third Bank of the Real Property or any portion thereof. In the event of a breach, or attempted or threatened breach of such use restriction by Grantee or its successors or assigns, Grantor or its successors or assigns, shall be entitled to full and adequate relief by injunction and all other available legal and equitable remedies from the consequences of such breach.

RESTRICTION AGAINST MARIJUANA USES: Grantee, its successors and assigns, any third party or other entity shall not use, and shall not knowingly allow or permit the operation on or use of, the Real Property or any portion thereof for any marijuana-related activities, including but not limited to the possession, sale, cultivation, manufacturing, dispensing or distribution of marijuana for medical or recreational purposes, and/or the sale, manufacturing, dispensing or distribution of paraphernalia for use with marijuana or illicit drugs (collectively, "Marijuana Uses"). Notwithstanding anything to the contrary herein, the foregoing restriction against Marijuana Uses as to Grantee only shall run with the Real Property without expiration unless otherwise agreed in writing by the Grantor. In the event of a breach, or attempted or threatened breach of such use restriction by Grantee or its successors or assigns or future owners of the Real Property, Grantor or its successors or assigns, shall be entitled to full and adequate relief by injunction and all other available legal and equitable remedies from the consequences of such breach.

And Grantor does hereby covenant with the Grantee, except as above noted, that, at the time of the delivery of this Special Warranty Deed, the Real Property is free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE FOR SPECIAL WARRANTY DEED]

EXECUTED this 21st day of October, 2021.

Grantor's signature (1 of 2)

WITNESSES:

GRANTOR:

[Signature]
Printed Name: LISA CORPUS

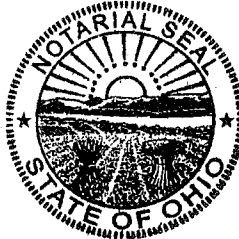
FIFTH THIRD BANK, NATIONAL ASSOCIATION
a federally chartered institution

[Signature]
Printed Name: CYNTHIA CHRISTIAN

By: [Signature]
Name: Thomas A. Ross
Title: VP-Director of Corporate Real Estate

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 21st day of October, 2021, by Thomas A. Ross, as Vice President of Fifth Third Bank, National Association, a federally chartered institution, on behalf of the institution, who is personally known to me or produced _____ as identification and who did take an oath.



Laura Kristine Napolitano, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

[Signature]
Notary Public

Laura Kristine Napolitano
Print Name

My commission expires: No Expiration Date

[SIGNATURE PAGE FOR SPECIAL WARRANTY DEED]

Grantor's signature (2 of 2)

WITNESSES:

GRANTOR:

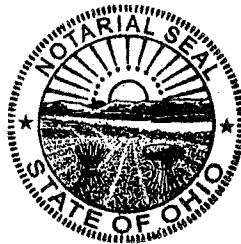
Jennifer E. Hume
Printed Name: Jennifer E. Hume
AVP, Fifth Third Bank
FWS Real Estate Manager

FIFTH THIRD BANK, NATIONAL ASSOCIATION
a federally chartered institution

Cynthia Christman
Printed Name: CYNTHIA CHRISTMAN
Lisa Corpus
Printed Name: LISA CORPUS
And by: *Jennifer E. Hume*
Name: Jennifer E. Hume
Title: AVP, Fifth Third Bank
EWS Real Estate Manager

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 21st day of October, 2021, by Jennifer E. Hume, as Assistant Vice President of Fifth Third Bank, National Association, a federally chartered institution, on behalf of the institution, who is personally known to me or produced _____ as identification and who did take an oath.



Laura Kristine Napolitano, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Laura Kristine Napolitano
Notary Public

Laura Kristine Napolitano
Print Name

My commission expires: No Expiration Date

EXHIBIT A

Real Property

Lot 3, APEX COMMERCIAL CENTER, according to the plat thereof, as recorded in Plat Book 93, Page 94, of the Public Records of Hillsborough County, Florida.

LESS AND EXCEPT:

That certain parcel of land contained in the Warranty Deed to Hillsborough County, a political subdivision of the State of Florida recorded in Official Records Book 18590, Page 629, being more particularly described as follows:

Beginning at the Southwest corner of Lot 3, APEX COMMERCIAL CENTER, according to the plat thereof, as recorded in Plat Book 93, Page 94, of the Public Records of Hillsborough County, Florida, thence run North $02^{\circ}41'43''$ East along the West line of said Lot 3, a distance of 10.02 feet; thence departing said West line run North $89^{\circ}01'05''$ East, a distance of 344.70 feet to the Southeasterly line of said Lot, said line also being the existing Northerly right of way line of Chapman Road; thence run South $66^{\circ}54'31''$ West along said line, a distance of 26.57 feet to the South line of said Lot 3, thence run South $89^{\circ}01'05''$ West along said line, a distance of 320.73 feet to the point of beginning.

11397111.1



**Hillsborough
County Florida**
Development Services

Property/Applicant/Owner Information Form

Official Use Only

Application No: 23-0107 Intake Date: 01/26/2023
Hearing(s) and type: Date: 03/27/2023 Type: LUHO Receipt Number: 236092
Date: _____ Type: _____ Intake Staff Signature: Clare Odell

Property Information

Address: 16506 Nebraska & Chapman Rd Ave City/State/Zip: Lutz, FL 33549
TWN-RN-SEC: 27S-18E-25 Folio(s): 015780-0156 Zoning: CG Future Land Use: OC-20 Property Size: 1.72

Property Owner Information

Name: Hill / Gray Seven LLC Daytime Phone 407-365-5775x1
Address: 1350 City View Center City/State/Zip: Oviedo, FL 32765
Email: drew@hillgrayseven.com Fax Number _____

Applicant Information

Name: Hill / Gray Seven LLC Daytime Phone 407-365-5775x1
Address: 1350 City View Center City/State/Zip: Oviedo, FL 32765
Email: drew@hillgrayseven.com Fax Number _____

Applicant's Representative (if different than above)

Name: Sarah Culotta / Z Development Services Daytime Phone 407-271-8910x512
Address: 708 E. Colonial Dr, Ste. 100 City/State/Zip: Orlando, FL 32803
Email: sarah@zdevelopmentservices.com Fax Number _____

I hereby swear or affirm that all the information provided in the submitted application packet is true and accurate, to the best of my knowledge, and authorize the representative listed above to act on my behalf on this application.

Signature of the Applicant

Andrew Hill

Type or print name

I hereby authorize the processing of this application and recognize that the final action taken on this petition shall be binding to the property as well as to the current and any future owners.

Signature of the Owner(s) - (All parties on the deed must sign)

Andrew Hill

Type or print name



PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Commercial/Office/Industr
Zoning	CG
Description	Commercial - General
Zoning Category	Commercial/Office/Industr
Zoning	CG
Description	Commercial - General
RZ	98-0014
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0205H
FIRM Panel	12057C0205H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120205D
County Wide Planning Area	Lutz
Community Base Planning Area	Lutz
Community Base Planning Area	Greater Carrollwood Northdale
Census Data	Tract: 011108 Block: 1001
Future Landuse	OC-20
Future Landuse	R-4
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHEAST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO



Folio: 15780.0156
PIN: U-25-27-18-62W-000000-00003.0
HILL GRAY SEVEN L L C
Mailing Address:
 1350 CITY VIEW CTR
 OVIEDO, FL 32765
Site Address:
 16506 NEBRASKA & CHAPMAN RD. AVE
 LUTZ, FL 33549
SEC-TWN-RNG: 25-27-18
Acreage: 1.73901999
Market Value: \$813,007.00
Landuse Code: 1000 VACANT COMM.

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