



LAND USE HEARING OFFICER VARIANCE REPORT

APPLICATION NUMBER: VAR 22-1716	
LUHO HEARING DATE: March 27, 2023	CASE REVIEWER: Tania C. Chapela

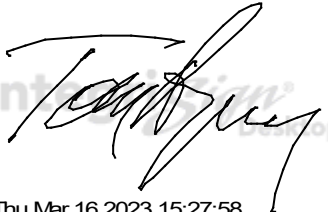
REQUEST:

The applicant is requesting a variance to allow a proposed Community Residential Home, Type A, with six or fewer placed residents at 2105 Roanoke Springs Dr. to be located within 1,000 feet of an existing Community Residential Home, Type A.

VARIANCE(S):

Per LDC Section 6.11.28, a Community Residential Home, Type A shall not be located within a radius of 1,000 feet of another such existing home with six or fewer residents, as measured from property line to property line. According to state licensing data submitted by the applicant, there is an existing Community Residential Home, Type A, at 2419 Roanoke Springs Drive that is 371.9 feet to the southwest of the proposed home. The applicant requests a 628.1-foot reduction to the required separation from the existing home to allow a separation of 371.9 feet.

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
 <small>t</small> <small>Thu Mar 16 2023 15:27:58</small>
Attachments: Application Site Plan Petitioner's Written Statement Current Deed

RECORD SURVEY (FINAL)

LOT 18, BLOCK 3
 RIVER BEND PHASE 1B
 HILLSBOROUGH COUNTY, FLORIDA.

SEC. 20 TWP. 32 S, RNG. 19 E.

BEARING BASIS:

NORTHWESTERLY LINE OF LOT 18 BEING N 61°35'30" E

PREPARED FOR & CERTIFIED TO:

NORTH AMERICAN TITLE CO.
 NORTH AMERICAN TITLE INS. CO.
 WELLS FARGO BANK, NA
 DESHAE B. MARTIN

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. ALSO SUBJECT TO SETBACKS, EASEMENTS AND RESTRICTIONS OF RECORD.

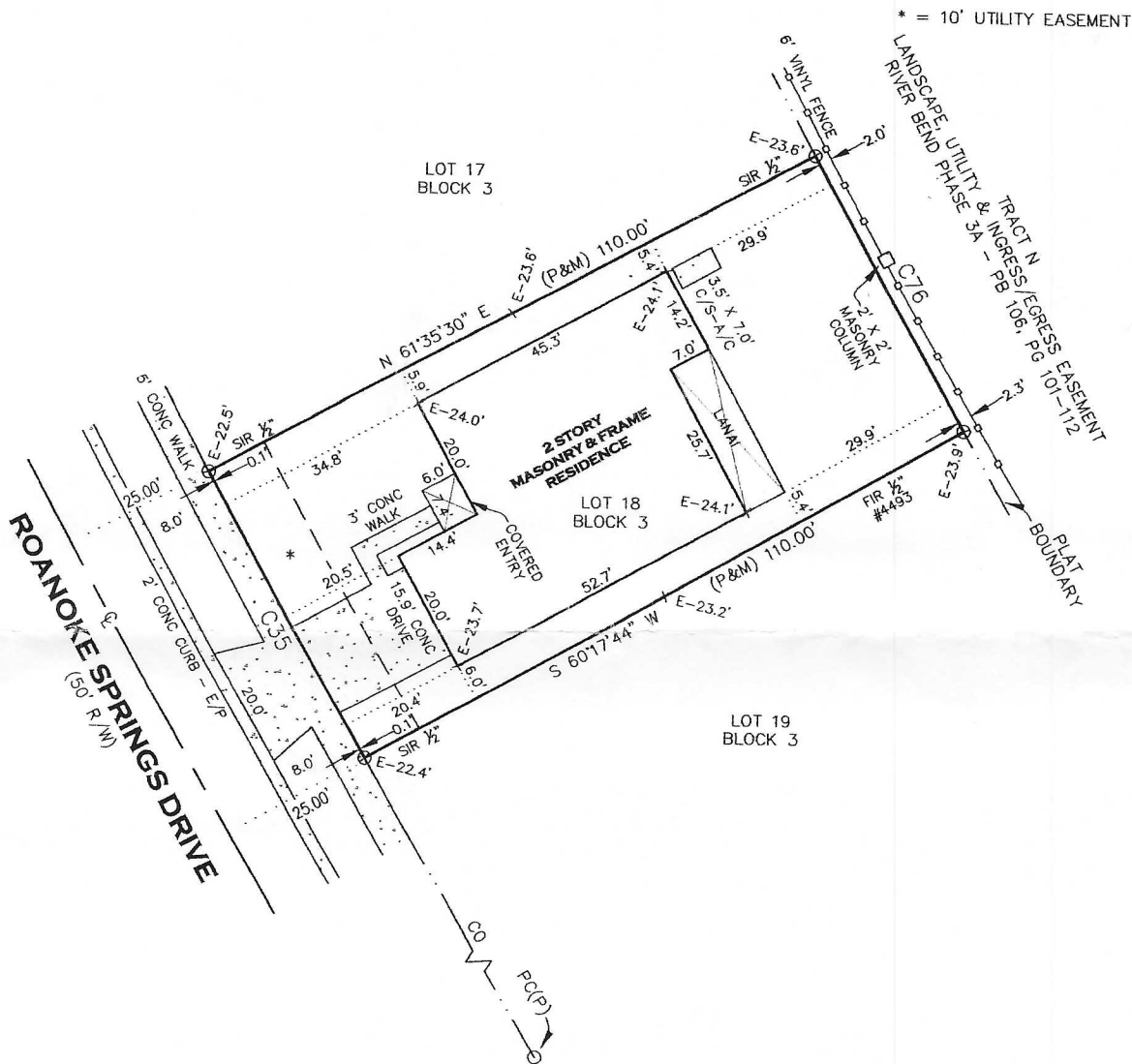
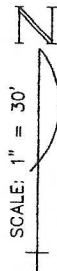
UNDERGROUND FOOTER, STEM WALL, AND UNDERGROUND UTILITIES ARE NOT LOCATED OR SHOWN.

DO NOT SCALE THIS PRINT. DIMENSIONS AND NOTES TAKE PREFERENCE.

CERTAIN DATA SHOWN HEREON BASED ON ENGINEERING PLANS PROVIDED BY CLIENT.

STRUCTURE TIES SHOWN HEREON DENOTES MEASUREMENT FROM FORM BOARDS/FOUNDATION TO PROPERTY LINE.

PURPOSE OF SURVEY: TO OBTAIN HORIZONTAL AND/OR VERTICAL DIMENSIONAL DATA TO SHOW CONSTRUCTION IMPROVEMENTS.



CURVE DATA

CURVE	RADIUS	ARC	DELTA ANGLE	CHORD	BEARING	
C0	2320.00'	114.60'	02°49'49"	114.59'	N 31°07'10" W	P
C35	2320.00'	52.49'	01°17'17"	52.49'	N 29°02'23" W	P&M
C76	2210.00'	50.00'	01°17'17"	50.00'	S 29°02'23" E	P&M

DESCRIPTION:

LOT 18, BLOCK 3, MAP OR PLAT ENTITLED "RIVER BEND PHASE 1B", AS RECORDED IN PLAT BOOK 118, PAGE(S) 47 THROUGH 52, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

LOWEST FLOOR ELEVATIONS:
 LIVING AREA: 24.65'
 GARAGE AREA: 24.16'
 ELEVATIONS REFERENCED TO
 NORTH AMERICAN VERTICAL
 DATUM OF 1988. MEAN SEA
 LEVEL= 00.00 FT.

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.

Current residence is single family home with APD foster home. Needing to change status to Group Home for APD and there is a home located less than 1000ft of home.

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

Chapter 419, Florida Statutes

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): _____
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

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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 location is unique that we provide services to medically complex individuals who are dependent for activities of daily living for survival

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.

NA

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 variance would not interfere with or injure the rights of others whose properties are within close proximity because the consumers in the home are not ambulatory and can not interact

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 variance is within harmony because it provides aid for the greater good of individuals who are medically complex and dont have families to care for them.

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 situation is in no relation to any illegal act or self imposed hardship

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.

The variance will result in substantial justice because it provides aid for the greater good of individuals who are medically complex and dont have families to care for them, if not the consumers would suffer by not having placement in a community setting and will be institutionalized with less care to individual needs

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Return to (via enclosed envelope)
North American Title Company
600 N. Westshore Blvd., Suite 300
Tampa, Florida 33609


This Instrument Prepared
under the supervision of:
Mark J. Loterstein, Esq.
North American Title Company
700 NW 107 Avenue, Suite 100
Miami, Florida 33172

Property Appraiser's Folio No.:
057952-5612

SP 195,490.00

11607-11-00864

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 27th day of January, 2012 by and between Lennar Homes, LLC, a Florida limited liability company ("Grantor") having a mailing address of 15550 LIGHTWAVE DRIVE, STE 210, CLEARWATER, FL 33760 and DESHAE MARTIN, single woman ("Grantee") whose mailing address is 2105 ROANOKE SPRINGS DRIVE, RUSKIN, FLORIDA 33570. 

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property (the "Property") located and situated in the County of Hillsborough, State of Florida, to wit:

- ✓ Lot 18 in Block 3 of RIVER BEND PHASE 1B, according to the Plat thereof, as recorded in Plat Book 118 at Page 47 of the Public Records of Hillsborough County, Florida.

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property, if any; but this provision shall not operate to reimpose the same.
- B. Any community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
- C. Applicable zoning, land use and subdivision ordinances, restrictions and/or agreements.
- D. Real estate, ad valorem and non ad valorem taxes and/or assessments, for this and subsequent years not yet due and payable.
- E. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
- F. Minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property.
- G. All provisions contained in the Declaration of Covenants, Conditions and Restrictions for River Bend governing the community at large in which the Property is located recorded in Official Records Book 15366 at Page 1193, as amended, modified, supplemented or affected by instruments recorded in Official Records Book 15928 at Page 1216, Official Records Book 16018 at Page 1720, Official Records Book 16489 at Page 989, Official Records Book 16794 at Page 1093 and in Official Records Book 18343 at Page 1888, all of the Public Records of Hillsborough County, Florida, as amended and modified from time to time (collectively, the "Declaration") which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions and which is incorporated by reference in its entirety into this Deed.

H. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land including, without limitation, Sections G, I, J, K and L.

I. The requirements of Chapter 558 of the Florida Statutes (2010) as it may be renumbered and/or amended from time to time.

J. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

(1) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(2) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(3) The waiver or invalidity of any portion of this Section J shall not affect the validity or enforceability of the remaining portions of Section J of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(4) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(5) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(6) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(7) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(a) Notwithstanding the requirements of arbitration stated in Section J(2) of this Deed, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(b) Grantor agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by Grantor and Grantee.

(c) The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Rules of the AAA or other applicable rules.

(8) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

K. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section J of this Deed, then the Grantor and Grantee agree to the following provisions: **GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.**

L. **THE RIVER BEND COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Declaration, Club Covenants and the Neighborhood Declaration, if any, applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

Lennar Homes, LLC, a Florida limited liability company

Print Name: *Thuy Pham*
Print Name: ALEXIS FERREIRA

By: *Deborah Moss*
Deborah Moss
Name: Authorized Agent
Title:

(SEAL)



STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) ss.:

The foregoing instrument was acknowledged before me this 12/20/12 by Deborah Moss, as Authorized Agent of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me, on behalf of the company.

My Commission Expires:



Thuy Pham
NOTARY PUBLIC, State of Florida at Large
Print Name Thuy Pham



**Hillsborough
County Florida**
Development Services

Property/Applicant/Owner Information Form

Official Use Only

Application No: 22-1716 Intake Date: 12/14/2022
 Hearing(s) and type: Date: 02/27/2023 Type: LUHO Receipt Number: 225066
 Date: _____ Type: _____ Intake Staff Signature: Clare Odell

Property Information

Address: 2105 Roanoke Springs Drive City/State/Zip: Ruskin, FL, 33750
 TWN-RN-SEC: 20-32-19 Folio(s): 057952-5612 Zoning: PD Future Land Use: R4 Property Size: 0.126739

Property Owner Information

Name: Deshae Martin Daytime Phone: 813-585-7708
 Address: 2105 Roanoke Springs Drive City/State/Zip: Ruskin, FL, 33570
 Email: info@bayareadirectclientcare.com Fax Number: 564-524-5855

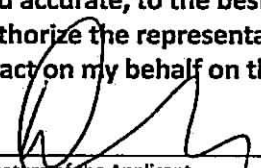
Applicant Information

Name: Same as above Daytime Phone: _____
 Address: _____ City/State/Zip: _____
 Email: _____ Fax Number: _____

Applicant's Representative (if different than above)

Name: _____ Daytime Phone: _____
 Address: _____ City/State/Zip: _____
 Email: _____ 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.

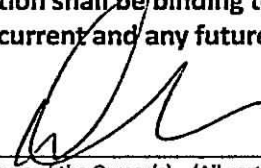


 Signature of the Applicant

Deshae Martin

 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)

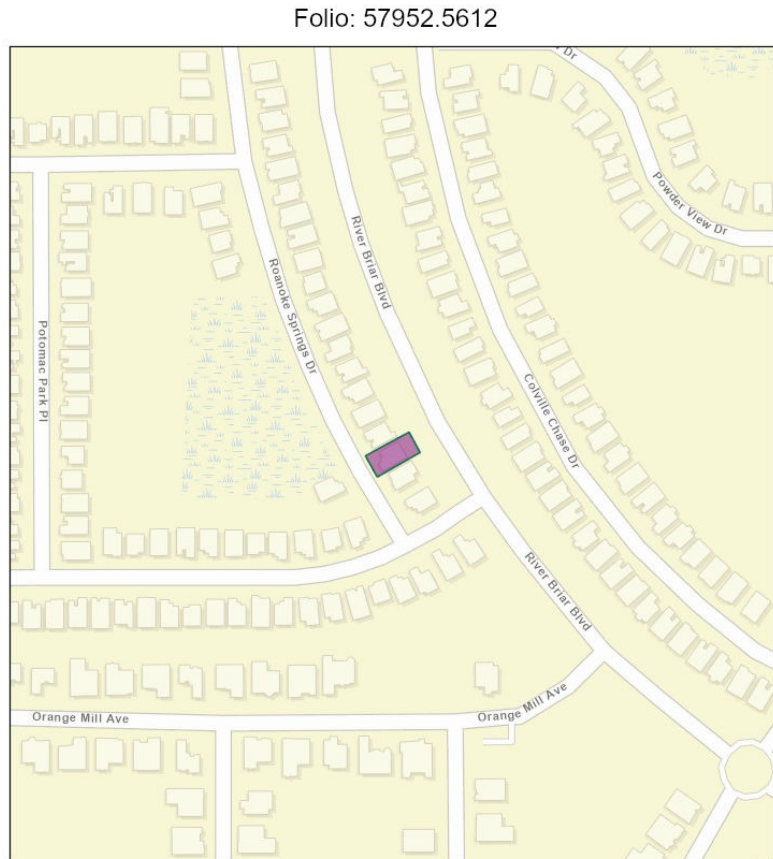
Deshae Martin

 Type or print name

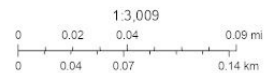


PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	03-1628
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0658H
FIRM Panel	12057C0658H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120658C
County Wide Planning Area	Ruskin
Community Base Planning Area	SouthShore
Community Base Planning Area	Ruskin
Planned Development	PD
Re-zoning	null
Personal Appearances	
Census Data	Tract: 014109 Block: 1028
Future Landuse	R-4
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	4
Fire Impact Fee	South
Parks/Schools Impact Fee	SOUTH
ROW/Transportation Impact Fee	ZONE 9
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO



December 14, 2022



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Hillsborough County Florida

Folio: 57952.5612
PIN: U-20-32-19-90U-000003-00018.0
DESHAE MARTIN
Mailing Address:
 2105 ROANOKE SPRINGS DR
 RUSKIN, FL 33570-6312
Site Address:
 2105 ROANOKE SPRINGS DR
 RUSKIN, FL 33570
SEC-TWN-RNG: 20-32-19
Acreage: 0.126739
Market Value: \$290,845.00
Landuse Code: 0100 SINGLE FAMILY

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