

Variance Application: VAR 25-0910

LUHO Hearing Date: 7/28/2025

Case Reviewer: Logan McKaig



**Hillsborough
County Florida**

Development Services Department

Applicant: Raymond W. Flanagan

Zoning: AS-1

Location: 2407 S. 46th St. Tampa, FL 33619

Folio: 46774.0000

Request Summary:

The applicant is requesting a variance to required front yard setbacks for the purpose of permitting a primary structure on the property.

Requested Variances:

LDC Section:	LDC Requirement:	Variance:	Result:
6.01.01	A minimum 50-foot front yard setback is required in the AS-1 zoning district.	1.9 feet	48.1-foot front yard setback

Findings:

The property has a building permit in review, HC-BLD-25-0068190.

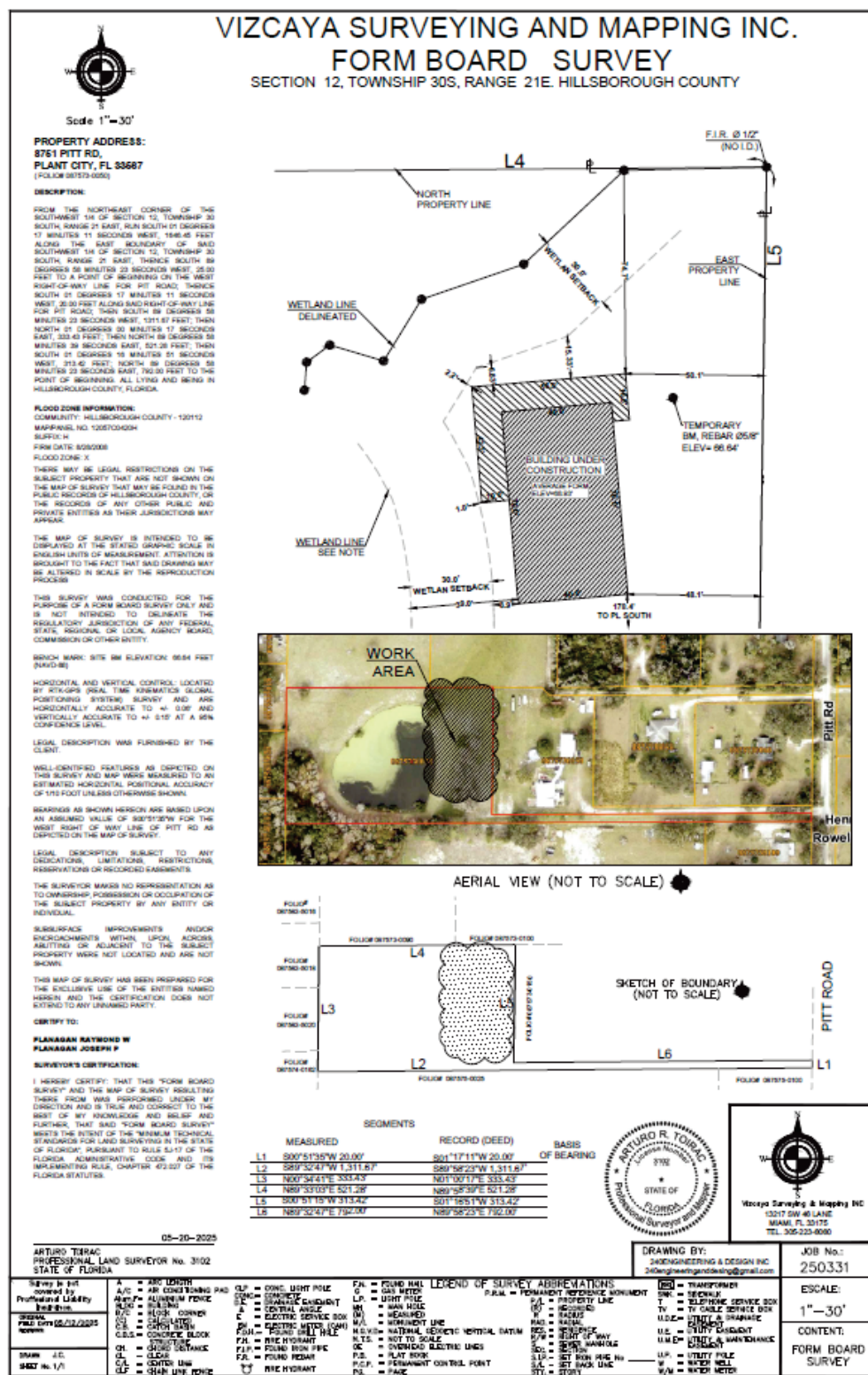
Zoning Administrator Sign Off:

Colleen Marshall
Tue Jul 15 2025 15:01:37

DISCLAIMER:

The variance(s) 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.

SURVEY/SITE PLAN





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.

Please see attached narrative.

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

Sec. 6.01.00

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 Re-claimed Water – Service Application Conditional Approval – Reservation of Capacity" prior to your public hearing

Variance Application
8751 Pitt Road (the “Property”)
1.9’ Reduction to Front Setback

The Applicant, Raymond Flanagan, requests a variance for property located at 8751 Pitt Road, for the construction of a new single family residence. Specifically, the Applicant requests a reduction of the front setback from the required 50’ of the AS-1 zoning district, to 48.1’. The Property is a unique lot, as a flag lot having been created long prior to the Applicant’s ownership of it. In addition to its unique situation as a flag lot, the Property has a significant area of wetlands in the center of what would otherwise typically constitute the buildable space. The Applicant’s foundation for the new single family home currently exists on the Property, and was constructed at the requisite 30’+ of wetland setback from that wetland area. Because of the location of wetlands on the Property, the new home’s foundation and footprint sits at a slight angle, whereby, upon an as-built survey of the footprint, it was discovered that while the northern edge of the new home sits at the requisite 50’ setback from the front boundary line to the east, the southern edge of the new home encroaches approximately 1.9’ into that setback. Please see the survey including with this application, as well as the photo exhibits attached to this narrative.

Accordingly, the Applicant requests a variance to recognize the encroachment of the existing home’s footprint into the front yard setback, and finds this request justified under the Hillsborough County Variance Criteria as follows:

- 1. 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 Property is unique and singular for several reasons, including its creation as an irregular flag lot, which is not the standard lot creation under the present-day LDC. Additionally, although the Property is almost 5 acres in size, a significant amount of it is taken up by wetlands in its center, and therefore the additional 30’ around said wetlands which constitutes the required wetland setback. This results in a significant constraint as to the developable area of the Property.

- 2. The literal requirements of the LDC would deprive the Applicant of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.*

The Property does not have the typical buildable area that the AS-1 zoning district setbacks presume. The existence of wetlands, and the resulting wetland setback area, creates a narrowed and irregular area in which the Applicant can construct a single family home on the Property. The home structure must be constructed at an angle in order for even part of it to maintain the 50’ front yard setback, as its current existing foundation does at the northern edge, however, due to the angle of the wetland setback, the angle of the home results in a necessary encroachment by

a minimal 1.9' from the southern point of the home. Other homes in the standard AS-1 zoning district do not have a large wetland area, and its resulting 30' setback perimeter, in the middle of the buildable area. Therefore, to apply the LDC literally here would be an undue burden when the encroachment requested is *de minimis* compared to the benefit that the encroachment provides to the construction of the home.

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

The variance, if granted, will not interfere with the rights of others. As described, the encroachment of 1.9' for only a portion of the home into the front yard setback is *de minimis* compared to the fact that the front setback is 50' in the AS-1 zoning district. A setback of 48.1' for one corner of the structure will not produce an impact on the neighboring property, when the majority of the home structure is angled to maintain the 50' setback.

4. *The variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan.*

The variance is the result of maintaining the wetland setback and leaving the significant wetland area on the Property undisturbed. The intent of the LDC and Plan is adequate separation between structures. Where the 1.9' reduction of front yard setback for a portion of the structure is *de minimis* compared to the remaining 48.1' of separation from the boundary line, and the required wetland setbacks are respected and maintained, this variance is in harmony with the LDC and Plan.

5. *The situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant.*

The Applicant did not create the lot, nor is the existence of the wetland area due to the Applicant's actions. The buildable area, and the angle at which it must sit, is not a situation created by the Applicant.

6. *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.*

Allowing the variance allows for the existing footprint of the home to remain where it is, which constitutes a structure that maintains the wetland setback and leaves the wetland area on the Property undisturbed, and also constitutes a structure that is angled so as to generally comply with the 50' front yard setback, with a *de minimis* encroachment of 1.9' into the setback due to the necessary angle relative to the wetland setback. This results in substantial justice being done, as the degree of encroachment into the setback is very little, but the impact to allow for a regularly-shaped and sized home in accordance with the existing footprint is very great for the Applicant.





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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?

Please see attached narrative.

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.

Please see attached narrative.

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.

Please see attached narrative.

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*).

Please see attached narrative.

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.

Please see attached narrative.

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.

Please see attached narrative.

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Prepared by and return to:
Mariah Matthews, an employee of
Leading Edge Title of Brandon, LLC
2020 West Brandon Boulevard, 145
Brandon, FL 33511
File Number: BR-24-10129

Warranty Deed

This Warranty Deed, made on this, the 3RD day of June, 2024 A.D. by and between **Douglas H. Perdue, individually and as Successor Trustee of the H. K. Perdue and Marjorie S. Perdue Revocable Trust under agreement dated August 27, 2009**, whose post office address is PO Box 403, Durant, FL 33530, hereinafter called the "Grantor", to **Raymond W. Flanagan, a married man and Joseph P. Flanagan, a single man**, whose post office address is 2102 Whitlock Place, Dover, FL 33527, hereinafter called the "Grantee":

(Whenever used herein the term "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).

Witnesseth, that the Grantor, for and in consideration of the sum of TWO HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS, (\$215,000.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hillsborough County, Florida, to-wit:

From the Northeast corner of the Southwest ¼ of Section 12, Township 30 South, Range 21 East, run South 01 Degrees 17 Minutes 11 Seconds West, 1646.45 feet along the East boundary of said Southwest ¼ of Section 12, Township 30 South, Range 21 East, thence South 89 Degrees 58 Minutes 23 Seconds West, 25.00 feet to a Point of Beginning on the West right-of-way line for Pit Road; thence South 01 Degrees 17 Minutes 11 Seconds West, 20.00 feet along said right-of-way line for pit road; thence South 89 Degrees 58 Minutes 23 Seconds West, 1311.67 feet; thence North 01 Degrees 00 Minutes 17 Seconds East, 333.43 feet; thence North 89 Degrees 58 Minutes 39 Seconds East, 521.28 feet; thence South 01 Degrees 16 Minutes 51 Seconds West, 313.42 feet; North 89 Degrees 58 Minutes 23 Seconds East, 792.00 feet to the Point of Beginning. All lying and being in Hillsborough County, Florida.

Parcel Identification Number: 087573-0070

Grantor hereby warrants said property is not now, nor has it ever been, the homestead of the Grantor, the Grantor's spouse or any minor children or dependents of Grantor or Grantor's spouse, nor is it contiguous to the homestead of any of the aforementioned parties under the laws and constitution of the State of Florida

Subject to covenants, conditions, restrictions, and easements of record.

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.

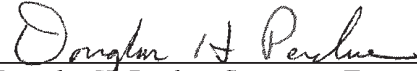
And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in the
presence of these witnesses:


Witness Signature
Print Name: Francesca Pontecorvo
Address: _____
2020 W Brandon Blvd #145, Brandon FL 33511

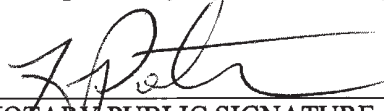
H. K. Perdue and Marjorie S. Perdue Revocable Trust
Agreement dated August 27, 2009

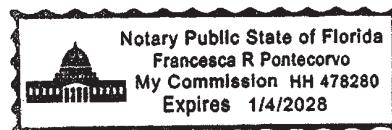
By: 
Douglas H. Perdue, Successor Trustee


Witness Signature
Print Name: Gloria Vazquez
Address: _____
2020 W Brandon Blvd #145, Brandon FL 33511

State of Florida
County of Hillsborough

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me by means of (☒) physical presence or (☐)
via online notarization on this 3 day of June, 2024, by Douglas H. Perdue, individually and as Successor Trustee
of the H. K. Perdue and Marjorie S. Perdue Revocable Trust Agreement under agreement dated August 27, 2009, (☐)
who is personally known to me or (☒) who has produced FL DL as identification.


NOTARY PUBLIC SIGNATURE
Notary Print Name: Francesca R. Pontecorvo
My Commission Expires: _____
Notary Seal:





Property/Applicant/Owner Information Form

Official Use Only

Application No: VAR 25-0910

Intake Date: 06/03/2025

Hearing(s) and type: Date: 07/28/2025

Type: LUHO

Receipt Number: 486780

Date: _____

Type: _____

Intake Staff Signature: Keshia Rivas

Property Information

Address: 8751 Pitt Rd City/State/Zip: Plant City/FL/33567

TWN-RN-SEC: 30-21-12 Folio(s): 087573-0070 Zoning: AS-1 / RS Future Land Use: R-1 Property Size: 4.28 acres

Property Owner Information

Name: Raymond W. Flanagan Daytime Phone: same as representative

Address: 2102 Whitlock PI City/State/Zip: Dover/FL/33527

Email: raymond.flanagan@verizon.net Fax Number: same as representative

Applicant Information

Name: Raymond W. Flanagan Daytime Phone: same as representative

Address: 2102 Whitlock PI City/State/Zip: Dover/FL/33527

Email: raymond.flanagan@verizon.net Fax Number: same as representative

Applicant's Representative (if different than above)

Name: Kami Corbett, Esq. Daytime Phone: 813-227-8421

Address: 101 E. Kennedy Blvd., Ste. 3700 City/State/Zip: Tampa/FL/33602

Email: Kami.Corbett@hwhlaw.com Fax Number: 813-221-2900

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

Kami Corbett, Esq., as Agent

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)

Kami Corbett, Esq., as Agent

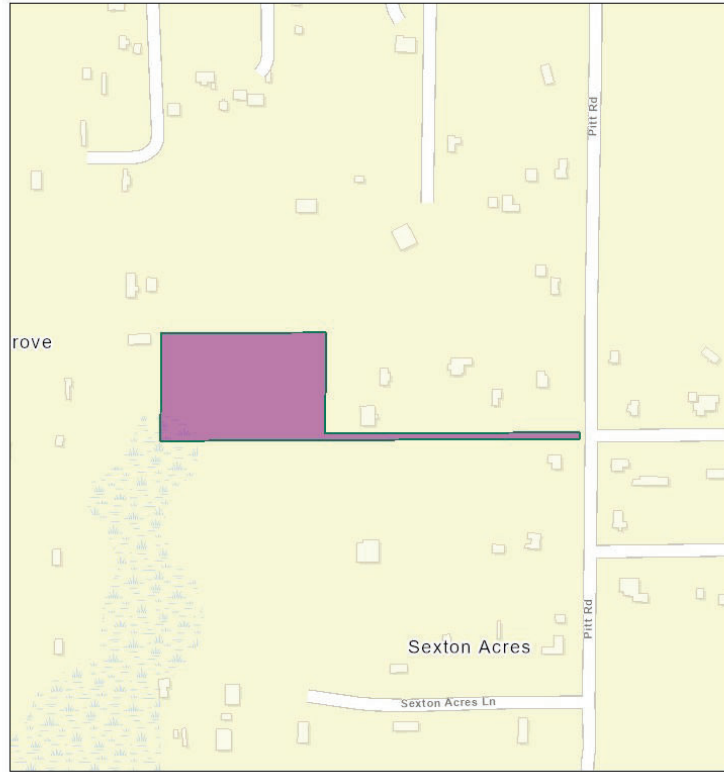
Type or print name



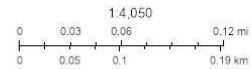
PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Agricultural
Zoning	AS-1
Description	Agricultural - Single-Family
RS	95-0057
RZ	RS
Flood Zone:A	
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0420H
FIRM Panel	12057C0420H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120420C
County Wide Planning Area	East Rural
Census Data	Tract: 013100 Block: 1013
Future Landuse	R-1
Mobility Assessment District	Rural
Mobility Benefit District	3
Fire Impact Fee	Central
Parks/Schools Impact Fee	NORTHEAST
ROW/Transportation Impact Fee	ZONE 5
Wind Borne Debris Area	Outside 140 MPH Area
Overlay District	Lithia Southeast County
Competitive Sites	NO
Redevelopment Area	NO

Folio: 87573.0070



June 3, 2025



ESRI, Esri Community Maps Contributors, University of South Florida, FDER, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Hillsborough County Florida

Folio: 87573.0070

PIN: U-12-30-21-ZZZ-000004-32990.0

Raymond W Flanagan And Joseph P Flanagan

Mailing Address:

2102 Whitlock Pl

null

Dover, FL 33527-6344

Site Address:

8751 Pitt

Plant City, FL 33567

SEC-TWN-RNG: 12-30-21

Acreage: 4.28

Market Value: \$211,615.00

Landuse Code: 6000 AGRICULTURAL

Hillsborough County makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any of the geodata information provided herein. The reader should not rely on the data provided herein for any reason. Hillsborough County explicitly disclaims any representations and warranties, including, without limitations, the implied warranties of merchantability and fitness for a particular purpose. Hillsborough County shall assume no liability for:

1. Any error, omissions, or inaccuracies in the information provided regardless of how caused.
2. Any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder.