Hillsborough County Florida

EST. 1834

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LAND USE HEARING OFFICER APPEAL REPORT

APPLICATION NUMBER: APP 22-0346
LUHO HEARING DATE: January 24, 2022

The applicant is appealing the Administrator's decision in Zoning Interpretation ZI 21-1281.

The Administrator's decision was rendered on December 8, 2021. The subject appeal was submitted on December 23, 2021 and therefore was timely filed, pursuant to LDC Section 10.05.01.C.1.

ADMINISTRATOR'S SIGN-OFF

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Appeal of Zoning Interpretation

ZI 21-1281

Appellant: Manatee RV Ruskin LLC

I. Introduction

This is an appeal of a Zoning Interpretation of the Hillsborough County Zoning Administrator with respect to ZI 21-1281 (the "Interpretation"). The appellant, Manatee RV Ruskin LLC, (the "Appellant") contends that the Zoning Administrator erred by incorrectly applying provisions of the Land Development Code (the "LDC") to the property subject of the Interpretation, and exceeded the scope of the Appellant's Zoning Interpretation request. The property that is the subject of the Interpretation is located at 5050 Manatee Creek Boulevard in unincorporated Ruskin, and is known as the Manatee RV Park (the "RV Park").

The Appellant received the Interpretation which was dated as signed by the Zoning Administrator and the Clerk on December 8, 2021. The LDC provides 30 calendar days in which to appeal a decision of the Zoning Administrator, therefore, this appeal is timely submitted.

The Zoning Administrator in his Interpretation found that the RV Park is subject to an approved PD site plan and conditions, and found that the PD does ***not*** contain any limitation on duration of stays in RV units nor on the addition of after-market attachments such as porches, carports, or sheds. This was the scope of the Zoning Interpretation request made by the Appellant. The Zoning Administrator erred when, despite his finding on the approved PD, he exceeded the scope of the request and applied his interpretation of the definition of "Recreational Vehicle" as modifying the approved PD site plan and conditions of approval. The Zoning Administrator misconstrued the definition of "Recreational Vehicle" as instating limitations on the PD by way of an LDC section that was enacted subsequent to the PD's approval date. At issue specifically are the subsequently-enacted provisions that limit duration of stays in RV units to no more than 120 days per year, and which prohibit the addition of after-market attachments to RV units. These LDC limitations do not apply to the RV Park, for reasons more fully described herein.

The RV Park operates as a conforming use within its PD district. Applying constraints that are not existent within the zoning district deprives the Appellant of legally conforming uses in the RV Park to which it is entitled.

II. The RV Park

The RV Park has been in operation since before 1983, and has operated consistently as a long-term rental facility, with lease lengths of its RV units ranging from 5 months to a year. There are approximately 342 RV units in the RV Park. The RV units themselves are predominately "park model" RVs, which are less mobile than typical "coach" type RVs, and frequently include after-market additions and attachments such as porches, carports, and sheds.

III. Applicable Code

The RV Park is subject to a PD zoning district as modified by PRS 94-0284, which contains the controlling set of conditions and the site plan. This PD site plan and conditions are what the Zoning Administrator found, in his Interpretation, apply to the RV Park, and which he found do not contain the limitations that he argues apply. Please see Exhibit A, which contains the controlling PD site plan and conditions of approval.

a. RV Park #83-137 – MHP/RVP District

Before it was rezoned to the existing PD district, the RV Park operated in conformity with the MHP/RVP zoning district of a prior version of the LDC (specifically, Section 19-A of the LDC that was in effect in 1983, initially enacted in 1976). Please see Exhibit B, the approval of the RV Park under the MHP/RVP district.

The MHP/RVP zoning district was designed to "provide safe, healthful living for park residents (whether permanent, long term, or transient)[.]" It provided that a "mobile home or recreational vehicle park is defined as any lot or plot of ground under one ownership on which two or more mobile homes or recreation vehicles are located and maintained for rental to the public or two or more spaces are rented to the public for the accommodation of mobile homes or recreational vehicles." Please see Exhibit C, the MHP/RVP code section.

As acknowledged by the Zoning Administrator in the Interpretation, and based on a plain reading of Section 19-A of the prior LDC, there was no limitation on the duration of stay in either a mobile home or RV unit, and no prohibition on after-market additions to same. Indeed, as cited above, the LDC contemplated a wide range of durations of stay for such units.

Therefore, by its own terms, the MHP/RVP zoning district contemplated use of both mobile home and RV units as permanent or shorter-term dwelling units. The RV Park's operation as a long-term rental facility, with seasonal and annual leases of its units, was permitted by and in conformity with the LDC of 1976.

b. PRS 94-0284-S – Existing PD Zoning District

In 1994, the LDC was significantly revised, and eliminated the MHP/RVP zoning district. The RV Park zoning was amended, resulting in the PD site plan and conditions of approval that govern the site today (Exhibit A). It approved 400 RV units in the RV Park, although only approximately 342 RV units actually exist on site.

The LDC in 1994 contained Section 2.5.19.4, "Additional Requirements for Mobile Home Parks and Recreational Vehicle Parks." It prescribed operational, access, density, shelter space, and other requirements for mobile home or RV park PD districts. Nowhere in that section does it provide limitations on duration of stay in RV units, nor does it prohibit after-market additions to RV units. Please see Exhibit D, the 1994 LDC section governing RV parks.

In the conditions of approval for PRS 94-0284-S, Condition 3 states: "All development for the recreational vehicle park shall proceed in **strict accordance with Section 2.5.19.4 of the LDC**." By way of this specific, direct cross-reference, all requirements of that section are incorporated into the PD district.

It is significant that the LDC section is called out by direct numerical reference, and that "strict accordance" is required.

By contrast, other conditions of approval for PRS 94-0284-S make *general* reference to other applicable codes and regulations. For example, Condition 5 states that, upon one portion of the site that remained AS-1 zoning being rezoned, it could be "incorporated into the PD in accordance with procedural regulations of the LDC at the time of incorporation." Other examples include: Condition 6: "The project shall comply with all applicable Environmental Protection Commission Regulations." Condition 7: "The project shall comply with all technical requirements of the Fire Department." Condition 9: the project "shall be regulated by the Hillsborough County Access Management regulations as found in the LDC."

These conditions do not prescribe "strict accordance" with specified sections of code or regulations. Condition 3, on the other hand, does. In the Interpretation, the Zoning Administrator recognizes that LDC Section 2.5.19.4 was effective at the time of the PD. Similarly, ***the Zoning Administrator recognizes that this LDC section, and therefore the PD conditions of approval, do not contain any limitation on duration of stays in RV units nor prohibit after-market additions to RV units.***

c. Code Definitions of "Recreational Vehicle"

In the Interpretation, the Zoning Administrator argues that even though there is no limitation on the durations of stay or addition of after-market attachments in the applicable section of the LDC nor in the PD conditions of approval, the definition of "recreational vehicle" somehow implicitly creates these constraints. The key, argues the Zoning Administrator, is the use of the word "temporary" in describing the recreational vehicle dwelling unit.

Simply put, there is nothing in the LDC that supports this result. ***Nowhere, in any use of the word "temporary" in connection with a dwelling unit, is the word "temporary" defined to mean a specific duration of stay. Similarly, the word "temporary" is not defined as creating a blanket prohibition on additions of after-market attachments to units.***

The Zoning Administrator provided the following definitions, from the 1976, 1994, and current LDCs. Please see Exhibit E, which contains all of the below excerpts.

From the 1976 LDC:

a. *Camping and Recreational Equipment:* 1) Travel Trailer—a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational, and vacation uses, permanently identified "travel trailer" by the manufacture of the trailer and, when equipped for the road, having a body width not exceeding either (8) ft., and a body length not exceeding thirty-two (32) feet. 2) Pick-Up Coach –a structure designed primarily to be mounted on a pick-up or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational and vacation uses. 3) Motorized Home—any vehicle designed to be used as a portable dwelling and constructed as an integral part of a self-propelled vehicle.
b. *Recreational Vehicle*: A vehicular type portable structure which can be towed, hauled, or driven and is primarily designed as temporary living accommodations for recreational, camping, and travel use and includes but is not limited to travel trailers, motor homes, camping trailers, auto, truck, and recreational vans.

From the 1994 LDC:

a. *Recreational Vehicles*: A vehicular type portable structure which can be towed, hauled or drive and is primarily designed as temporary living accommodations for recreational, camping and travel use which either has its own motive power or is mounted on or drawn by another vehicle and includes but is not limited to travel trailers, motor homes, camping trailers, campers, auto truck, and recreational vans.

From the 1996 LDC:

c. *Recreational Vehicle*: A vehicular type portable structure which can be towed, hauled or driven and is primarily designed as temporary living accommodations for recreational, camping and travel use which either has its own motive power or is mounted on or drawn by another vehicle and includes but is not limited to travel trailers, motor homes, camping trailers, campers, auto truck, and recreational vans.

The Zoning Administrator argues that the use of the word "temporary" in relation to living accommodations prescribes a duration of stay limitation on recreational vehicles and prohibits after-market additions to same. The Zoning Administrator's argument is that, since the word "temporary" was always included in the definition, even before the 1996 LDC change, the PD district includes these limitations that are now codified in the LDC, despite the fact that the PD district predates them. To reiterate, no logical reading of the LDC supports this result.

Evidently, the definition of "recreational vehicle" has not changed over the various iterations of the LDC. What has changed are the specific regulations that govern recreational vehicle parks. As previously described: in 1976, recreational vehicles were specifically contemplated for "permanent, long-term or transient" dwelling uses; in 1994, recreational vehicles had no specified duration of stay whatsoever; and in 1996, the duration of stay was limited to 120 days.

In all cases, the definition of "recreational vehicle" has remained the same, but the permitted uses and limitations surrounding recreational vehicles has changed. Under a plain reading of the LDC(s), and basic principles of interpretation, it is clear that there is no equation between the word "temporary" and the duration of stay limitations (or lack thereof) associated with recreational vehicles. ***If a specific duration of stay limitation was implicit in the use of the word "temporary" in the definition, there would have been no need to amend the LDC to add it.*** The same goes for the addition of after-market structures – why would the LDC have been amended specifically to include such a prohibition, if it was implicitly included by the use of a word in the definitions section of the LDC all this time?

d. 1996 LDC Change

In 1996, two years after the approval year of the PRS that governs the RV Park, the LDC was amended. All sections of the LDC were renumbered, although the language of many sections remained relatively the same, including the definition of "recreational vehicle" as described above. The language contained in Section 2.5.19.4 became the current LDC Section 6.11.110 "Mobile Home Parks and Recreational Vehicle Parks". Please see Exhibit F, the 1996/current LDC section governing RV parks.

The new LDC section tracks the structural organization and much of the same language as the prior Section 2.5.19.4. *Both* iterations of this section address, in order: 1) Access; 2) Internal Roadways; 3) Densities; 4) Loudspeakers; 5) Storm Shelters; 6) Coastal High Hazard Area.

The new Section 6.11.110 has two additional provisions that Section 2.5.19.4 did not have – G: Addition or Attachment of Accessory Structures; and H: Duration of Stay for Recreational Vehicle Parks. It is these two provisions, which were enacted subsequently to the PD approval, and are not contained in any prior versions of the LDC governing mobile home and recreational vehicle parks, including the Section 2.5.19.4 which is directly incorporated by reference into the PD district, that the Zoning Administrator seeks to impose on the RV Park. These provisions were added in 1996, and may well have been added to specifically prohibit uses that the prior LDC allowed. PD districts approved subsequent to the 1996 LDC change would be subject to these new provisions. But these provisions never were, are not, and cannot be governing in the RV Park PD district because it is a validly-created PD zoning district whose creation predates them.

To reiterate: in the approved, controlling PD district that governs the RV Park, there is <u>no limitation</u> on durations of stay in the RV units, and there is <u>no prohibition</u> on the addition of after-market attachments to RV units. The Zoning Administrator states this very finding in his Interpretation. As is evident, the RV Park operates as a conforming use within its PD district. The only justification the Zoning Administrator offers for applying the subsequently-enacted LDC provisions is the use of the word "temporary" in the longstanding definition of "recreational vehicle". As described above, it is not the definition of the term "recreational vehicle" that has ever provided color for what is and is not permitted in a recreational vehicle park – evidently, it is the specific regulatory section (whether 19-A, 2.5.19.4, or 6.11.110) that has always provided those details, because those details have changed but the definition of the term has remained the same.

In the Interpretation, the Zoning Administrator acknowledges that the 400 RV units approved in the PD district are vested – and does not proffer any subsequent LDC to the contrary. He finds they are vested *because* they are included in the approved PD. In fact, Section 2.5.19.4(3), which prescribes densities for RV parks, provides for a density bonus upon which the RV Park had to have relied in order to achieve the density of 400 units. Section 6.11.110 modified the density bonus to require a park lie within the Urban Service Area in order to be eligible for the bonus. The RV Park is not within the Urban Service Area, and would therefore not be eligible for this density bonus under the current LDC. Therefore, ***by acknowledging that the 400 RV units approved in the PD district are vested, the Zoning Administrator clearly agrees that Section 2.5.19.4 governs the RV Park – not the subsequently-enacted Section 6.11.110.***

IV. Additional Code

Additional definitions and LDC sections provide supportive comparison. The County Code definitions for "recreational vehicle" and "park model/park trailer" are definitions born out of the Florida Statute governing Recreational Vehicles (Chapter 320, F.S.). In that statutory language, the physical design of various types of RVs are defined, all of which are generally designed as types of temporary dwelling units.

In contrast to these "temporary" living accommodations, the County Code definition of "dwelling/multiple family" defines the dwelling type as a structure containing three or more dwelling units which "share a single deeded lot." By this definition, this means that these structures are permanently affixed to and run with the land on which they sit – title to the land includes title to them. In this definition (nor in the definition of "recreational vehicle" or "park model"), there is no reference to length of stay, even though multi-family dwellings are almost always leased in 7-, 8-, 10-, and/or 12- month increments. The distinction between the temporary or permanent nature of the structure relates to the design of the structure, not to the permissibility of a duration of lease or stay in said structure.

Moreover, Section 6.11.110 of the LDC is located within the broader subsection 6.11.00 "Special and Conditional Uses". Within this section are several other accommodation/dwelling related uses. Each of such uses is also defined in the general Definitions section (12.01.00) of the LDC. It is this Definitions section where the definition of "recreational vehicle", cited above and by the Zoning Administrator, is contained. The below examples include the citation to the specified regulations governing a special or conditional use, and its corresponding definition in the LDC.

a. Section 6.11.20 – "Camps." This section states that "the length of stay for campers is limited to a maximum of 90 days."
   - Definition: "*Camp*. Land containing two or more campsites which are located, established or maintained for occupancy by people in temporary lodging units, such as camp tents, or cabins, for recreation, education or vacation purposes."

b. Section 6.11.95 – "Temporary Manufactured Home Facility." This section specifies various types of such facilities, with durations for how long the facility can be used as a dwelling. Some such facilities can be approved for one year, others for two years. A requirement for approval is "proof that the use is temporary and shall be for a limited period" – temporary and "limited period" are two different concepts, otherwise no distinction would be required.
   - Definition: "*Temporary Mobile Home Facility*: A mobile home used as a temporary facility under specific circumstances." The definition goes on to define each type, with each type regulated by the language of 6.11.95.

c. Section 6.11.112 – "Disaster Relief Dwellings." This section specifies unit types, describes the overall use as temporary, and provides for a time limit: "each temporary dwelling may be utilized for a maximum of one year from the emergency declaration or issuance of a Certificate of Occupancy or certificate of completion for the dwelling unit covered by the emergency declaration, whichever occurs first." If the word "temporary" implied a one-year time limit, there would be no need to include a one-year time limit. These disaster relief dwelling structures include mobile homes, RVs, and emergency cottages.
   - Definition: "*Emergency Cottage*: A small temporary dwelling that may be utilized for emergency housing for a limited period following a Disaster Declaration, subject to the requirements of Section 6.11.112 of this Code."

Please see Exhibit G, which contains these excerpts from Section 6.11.00 and the Definitions section of the LDC.

Although it is clear that the word "temporary" relates to a type of structure rather than to a period of time, even if the word "temporary" throughout the LDC *did* imply some duration of stay, it would require another provision of the LDC to prescribe what that period of time is. A camping unit is "temporary" and the LDC states it may only be used for 90 days. A disaster relief dwelling is "temporary", and the LDC states it may be used for a year. Some types of "temporary mobile home facilities", all of which are "temporary", can be used for a year, others for two years. A recreational vehicle is "temporary", and the now-effective LDC section governing recreational vehicles states they may be used for 120 days. Clearly, there is no connection between the word "temporary" and a specified period of time.

The definition of "recreational vehicle" has consistently included the word "temporary", but the regulations of the LDC governing recreational vehicle parks have not consistently included a limitation on duration of stay. Clearly, it is up to the specific use regulations to define whether there is a duration of stay limitation for a dwelling unit.

V. Conclusion

The RV Park is bound by and operates within the confines of an approved PD district. The Zoning Administrator recognizes that Section 2.5.19.4 controls the PD district as to regulation of recreational vehicle parks, and that no conditions of approval in the PD district added a duration of stay limitation or prohibition on after-market additions.

The Zoning Administrator argues that a single word in the definition of "recreational vehicle" has always created implicit limitations and prohibitions on recreational vehicle parks that were not otherwise defined in the LDC until 1996 when they were specifically added. The Zoning Administrator states, in the Staff Summary of the Interpretation, that "LDC Section 6.11.110 illuminates the definition of recreational vehicles with regards to permissible attachments and duration of stays for recreational vehicles in RV parks." The Zoning Administrator is therefore relying on a subsequently-enacted LDC section, which he acknowledges that the PD district predates, to "illuminate" a definition that he argues has been in place since 1976, as creating a limitation that wasn't codified until 1996. This is a tortured and illogical reading of the LDC, and is in no way supported by a plain reading of the LDC nor by a review of the history of the LDC or the PD district in question.

By providing the history of the LDC and the definitions, and acknowledging the vested status of the 400 RV units which rely on a bonus that exists in a prior version of the LDC, the Zoning Administrator has provided all the necessary support for the very result he seeks to avoid – that the long-term leases and after-market additions are conforming and permitted in the RV Park's PD district.

To impose these restrictions on a PD zoning district when such restrictions do not otherwise apply is to deprive the Appellant of conforming and permitted uses and operations to which they are entitled. There is no legal justification for this result. Therefore, the Appellant respectfully requests the Interpretation of the Zoning Administrator be reversed.

A copy of the Interpretation and its attachments, and a copy of the Appellant's Zoning Interpretation request application and its attachments, are included with this submittal, as Exhibits H and I, respectively.

Instrument #: 2021458758, Pg 1 of 6, 9/10/2021 2:38:33 PM DOC TAX PD(F.S. 201.02) $60118.10, INT. TAX PD (F.S. 199) $0.00, DOC TAX PD (F.S. 201.08) $0.00, Deputy Clerk: O Cindy Stuart, Clerk of the Circuit Court Hillsborough County

PREPARED BY/RETURN TO:
Stephen R. Dye, Esq.
Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC
1206 Manatee Avenue West
Bradenton, Florida 34205

Tax/Parcel ID# 032891-0550 and 032891-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 10th day of September, 2021, between **LORD & COMPANY INC.,** a Florida corporation, whose post office address is 5050 Manatee Creek Blvd., Ruskin, FL 33570 ("**Grantor**") and **MANATEE RV RUSKIN LLC**, a Delaware limited liability company, whose post office address is 601 S. Harbour Island Blvd., Suite 109, Tampa, FL 33602 ("**Grantee**").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain parcel of land lying and being in Hillsborough County, Florida, being more particularly described as:

See Legal Description attached hereto as **EXHIBIT "A."**

(the "**Property**").

TOGETHER WITH all the improvements thereon and appurtenances thereto.

SUBJECT TO the permitted exceptions listed on attached Exhibit "B", provided that the reference to same is not intended to impose, extend or reinstate any Exception which does not encumber the Property or has or will otherwise expire or terminate by its terms or by operation of law, and taxes and assessments for the current and subsequent years.

TO HAVE AND TO HOLD the Property, unto the Grantee, its successors and assigns, in fee simple forever.

Grantor does hereby (i) covenant with Grantee that Grantor has good right and lawful authority to sell and convey the Property to Grantee, (ii) specially warrant the title to the Property, and (iii) agree to defend the same against the claims of all persons claiming by, through or under the Grantor, but not otherwise and against none other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed.

Signed in the presence of:

Print Name: Stephen R. Dye

Print Name: Mary Catherine O'Brien

"GRANTOR"

LORD & COMPANY INC.,
a Florida corporation

By: _____
Allen Shepard, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of September, 2021 by Allen Shepard, as President of Lord & Company Inc., a Florida corporation, on behalf of the corporation, who is ☐ personally known to me or has ☑ produced Florida Drivers License as identification.

NOTARY STAMP HERE

Signature of Notary Public
Print Name: _____

MARY CATHERINE O'BRIEN
Notary Public - State of Florida
Commission # GG 965538
My Comm. Expires May 18, 2024
Bonded through National Notary Assn.

EXHIBIT "A"

The land referred to herein below is situated in the County of HILLSBOROUGH, State of Florida, and described as follows:

A tract of land lying in the Southeast 1/4 of Section 33, Township 32 South, Range 18 East, Hillsborough County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 33; thence North 89°18'49" West, along the Northerly line of said Southeast 1/4 a distance of 25.00 fee; thence South 00°09'11" East, parallel with the Easterly line of said Southeast 1/4 a distance of 50.01 feet to the Southerly right-of-way line of Valroy Road (100 feet wide); thence continue South 00°09'11" East along said parallel line, a distance of 1097.25 feet to the Point of Beginning; thence continue South 00°09'11" East along said parallel line a distance of 200.02 feet to the Southerly line of the Northerly 200.00 feet of Garden Tracts 39 through 46 per the plat of Les Jardins De Floride, recorded in Plat Book 1, Page 150 of the Public Records of Hillsborough County, Florida; thence North 89°15'44" West, along said Southerly line, a distance of 4258.63 feet to the Southeasterly right-of-way line of U.S. Highway 41, said point being a point on a curve of which the radius point lies North 34°08'53" West, a radial distance of 5861.58 feet (the following two calls are along the said Southeasterly right-of-way line); thence Northeasterly along the arc through a central angle of 06°56'16" a distance of 700.75 feet; thence North 48°54'51" East, a distance of 1192.98 feet; thence South 00°41'11" West, a distance of 91.07 feet to a line 150.00 feet perpendicularly distant Southerly of and parallel with the Southerly right-of-way line of Valroy Road; thence South 89°18'49" East along said parallel line a distance of 100.00 feet; thence North 00°41'11" East, a distance of 150.00 feet to the Southerly right-of-way line of Valroy Road; thence South 89°18'49" East, along said Southerly right-of-way line a distance of 1351.45 feet; thence South 30°41'11" West, a distance of 98.86 feet; thence South 00°09'11" East, a distance of 24.35 feet; thence North 89°18'49" West, a distance of 29.64 feet; thence South 00°00'00" West, a distance of 454.84 feet; thence South 05°22'22" West, a distance of 522.78 feet; thence South 89°15'44" East, a distance of 543.61 feet; thence South 00°09'11" East, a distance of 10.00 feet; thence South 89°15'44" East, a distance of 930.12 feet to the Point of Beginning.

Together with an easement for drainage purposes over and across the lands described in O.R. Book 7973, Page 1304, of the Public Records of Hillsborough County, Florida, described as follows:

A tract of land lying in the Southeast 1/4 of Section 33, Township 32 South, Range 18 East, Hillsborough County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 33; thence North 89°18'49" West, along the Northerly line of said Southeast 1/4 a distance of

25.00 fee; thence South 00°09'11" East, parallel with the Easterly line of said Southeast 1/4 a distance of 50.01 feet to the Southerly right-of-way line of Valroy Road (100 feet wide); thence along said Southerly right-of-way line, a distance of 1276.82 feet for the Point of Beginning; thence continue North 89°18'49" West along said Southerly right-of-way line, a distance of 65.00 feet; thence South 30°41'11" West, a distance of 98.86 feet; thence South 00°09'11" East a distance of 24.35 feet; thence North 89°18'49" West a distance of 29.64 feet; thence South 00°00'00" West, a distance of 20.03 feet; thence South 89°18'49" East, a distance of 143.48 feet; thence North 00°41'11" East, a distance of 130.00 feet to the Point of Beginning.

and

A tract of land lying in the Southeast 1/4 of Section 33, Township 32 South, Range 18 East, Hillsborough County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 33; thence North 89°18'49" West, along the Northerly line of said Southeast 1/4 a distance of 25.00 fee; thence South 00°09'11" East, parallel with the Easterly line of said Southeast 1/4 a distance of 50.01 feet to the Southerly right-of-way line of Valroy Road (100 feet wide); thence continue South 00°09'11" East along said parallel line, a distance of 1097.25 feet; thence North 89°15'44" West 500.07 feet for the Point of Beginning; thence continue North 89°15'44" West, a distance of 430.05 feet; thence North 00°09'11" West, a distance of 764.84 feet; thence North 70°11'11" West, a distance of 148.95 feet, thence North 00°09'11" West, a distance of 282.76 feet to the aforementioned Southerly right-of-way line of Valroy Road; thence South 89°18'49" East, along said Southerly right-of-way line, a distance of 570.06 feet; thence South 00°09'11" East, a distance of 650.07 feet; thence South 89°18'49" East, a distance of 150.02 feet; thence South 00°09'11" East, a distance of 250.03 feet; thence South 45°16'00" West, a distance of 210.60 feet; thence South 00°09'11" East, a distance of 46.69 feet to the Point of Beginning.

and

A tract of land lying in the Southeast 1/4 of Section 33, Township 32 South, Range 18 East, Hillsborough County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 33; thence North 89°18'49" West, along the Northerly line of said Southeast 1/4 a distance of 25.00 fee; thence South 00°09'11" East, parallel with the Easterly line of said Southeast 1/4 a distance of 50.01 feet to the Southerly right-of-way line of Valroy Road (100 feet wide); thence continue South 00°09'11" East along said parallel line, a distance of 1097.25; thence continue South 00°09'11" East along said parallel line a distance of 200.02 feet to the Southerly line of the Northerly 200.00 feet of Garden Tracts 39 through 46 per the plat of Les Jardins De Floride,

recorded in Plat Book 1, Page 150 of the Public Records of Hillsborough County, Florida; thence North 89°15'44" West, along said Southerly line, a distance of 4258.63 feet to the Southeasterly right-of-way line of U.S. Highway 41, said point being a point on a curve of which the radius point lies North 34°08'53" West, a radial distance of 5861.58 feet (the following two calls are along the said Southeasterly right-of-way line); thence Northeasterly along the arc through a central angle of 06°56'16" a distance of 700.75 feet; thence North 48°54'51" East, along said Southeasterly right-of-way line of U.S. Highway 41, a distance of 1192.98 feet to the Point of Beginning; thence South 00°41'11" West, a distance of 91.07 feet to a line 150.00 feet perpendicularly distant Southerly of and parallel with the Southerly right-of-way line of Valroy Road; thence South 89°18'49" East, along said parallel line a distance of 100.00 feet; thence North 00°41'11" East, a distance of 150.00 feet to the Southerly right-of-way line of Valroy Road; thence North 89°18'49" West, along said Southerly right-of-way line a distance of 34.03 feet to a point lying on the Southeasterly right-of-way line of U.S. Highway 41; thence South 48°54'51" West, along said right-of-way line, a distance of 88.46 feet to the Point of Beginning.

Appeal of Administrative Decision Application

Hillsborough County Florida
Development Services

Received
12/23/2021
Development Services

Important Instructions to All Applicants:

Email your completed application to ZoningIntake-DSD@HCFLGov.net or visit HCFLGov.net/DigitalDropOff.
All requirements listed on the submittal checklist must be met. Incomplete applications will not be accepted. For questions regarding the appeal process, please call (813) 307-4739 or send an e-mail to Zoningintake-DSD@HCFLGov.net

Official Use Only

Application No: 22-0346 Intake Date: 12/23/21 Receipt Number: 115146 Intake Staff Signature: Ana Lizardo

Administrative Decision Being Appealed

Application Number of Decision: ZI 21-1281

Subject Property Address (If Applicable): 5050 Manatee Creek Blvd., Ruskin

Folio(s): 032891-0000

Appellant Information

Name: Manatee RV Ruskin LLC Daytime Phone:

Address: 601 S. Harbor Island Blvd., Ste. 109

City: Tampa State: Florida Zip: 33602

Email: Fax Number:

Appellant's Representative (Must be Legal Counsel)

Name: Kami Corbett, Esq. / Jaime Maier, Esq. / Hill Ward Henderson, P.A. Daytime Phone 813-227-8421

Address: 101 E. Kennedy Blvd., Ste. 3700

City: Tampa State: Florida Zip: 33602

Email: kami.corbett@hwhlaw.com / jaime.maier@hwhlaw.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.

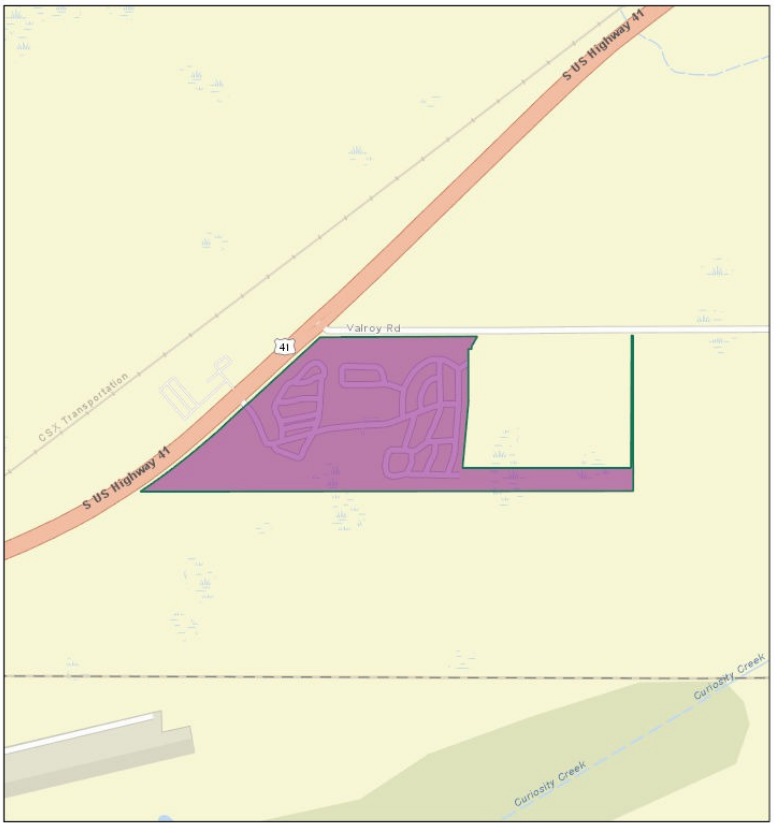
Signature of the Appellant

Jaime Maier, Esq., as Agent
Type or print name

PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	83-0137
Zoning Category	Agricultural
Zoning	AS-1
Description	Agricultural - Single-Family
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0644H
FIRM Panel	12057C0644H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120644C
County Wide Planning Area	Little Manatee South
Community Base Planning Area	SouthShore
Community Base Planning Area	Little Manatee South
Planned Development	PD
Re-zoning	null
Personal Appearances	94-0284
Census Data	Tract: 014002 Block: 2024
Census Data	Tract: 014002 Block: 2023
Census Data	Tract: 014002 Block: 2026
Census Data	Tract: 014002 Block: 2028
Census Data	Tract: 014002 Block: 2013
Census Data	Tract: 014002 Block: 2027
Census Data	Tract: 014002 Block: 2016
Census Data	Tract: 014002 Block: 2021
Census Data	Tract: 014002 Block: 2036
Census Data	Tract: 014002 Block: 2025
Census Data	Tract: 014002 Block: 2015
Census Data	Tract: 014002 Block: 2017
Census Data	Tract: 014002 Block: 2019
Census Data	Tract: 014002 Block: 2022
Census Data	Tract: 014002 Block: 2018
Future Landuse	A/R
Future Landuse	R-2
Future Landuse	LI-P
Mobility Assessment District	Rural
Mobility Benefit District	5
Fire Impact Fee	South
Parks/Schools Impact Fee	SOUTH

Folio: 32891.0000



December 23, 2021

1:10,670

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Folio: 32891.0000
PIN: U-33-32-18-ZZZ-000001-11710.0
MANATEE RV RUSKIN LLC
Mailing Address:
601 S HARBOUR ISLAND BLVD STE 109
TAMPA, FL 33602-5927
Site Address:
5050 MANATEE CREEK BLVD
RUSKIN, Fl 33570-
SEC-TWN-RNG: 33-32-18
Acreage: 69.47750092
Market Value: $6,105,100.00
Landuse Code: 2820 COMM./OFFICE

22-0346

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