



LAND USE HEARING OFFICER VARIANCE REPORT

APPLICATION NUMBER: VAR 22-1544

LUHO HEARING DATE: December 19, 2022

CASE REVIEWER: Isis Brown

REQUEST: The applicant is requesting setback variances to accommodate two existing accessory structures on a lot of zoned RSC-9 (Residential, Single-Family Conventional - 9).

VARIANCE(S):

Accessory Structure in Front Yard

Per LDC Section 6.11.04.C.1, accessory structures shall be permitted in front yards at twice the depth of the required front yard, or 50 feet, whichever is less. Per LDC Section 6.01.01, a minimum front yard setback of 20 feet is required in the RSC-9 District. Therefore, the required front setback for the subject accessory structure, identified as “one story building” on the site plan submitted by the applicant, is 40 feet. The applicant requests a 27.3-foot reduction to the required front setback to allow a front setback of 12.7 feet from the south property line.

Accessory Structure in West Side Yard

Per LDC Section 6.11.04.C.2, accessory structures may occupy required side yards provided that such structures are more distant from the street than any part of the principal building on the same lot and any lot abutting said required side yard, provided the accessory structure is not closer than 3 feet from any side lot line, including architectural features such as cornices, eaves and gutters. The subject accessory structure, identified as “storage” on the site plan submitted by the applicant, is closer to the street than part of the principal building on the lot. Therefore, it is subject to principal building setbacks. Per LDC Section 6.01.01, a minimum side yard setback of 5 feet is required in the RSC-9 district. The applicant requests a 4.2-foot reduction to the required side yard setback to allow a setback of 0.8 feet (9.6 inches), as measured to the roof overhang, from the west side property line.

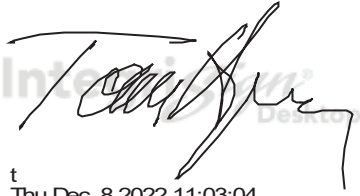
FINDINGS:

- Per LDC Section 6.01.06, a minimum lot size of one-half acre of upland is required for use of a septic system. The subject property is served by a septic system and only 0.17 acres in size, approximately. Therefore, it is nonconforming. However, it has been certified as a Legal Nonconforming Lot per NCL 22-1682 that has been placed in the case record.
- The subject parcel is the subject of a Building violation HC-CMP-21-0000661 and Code Enforcement violation CE21016381 which have been placed in the case file for this this application.

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

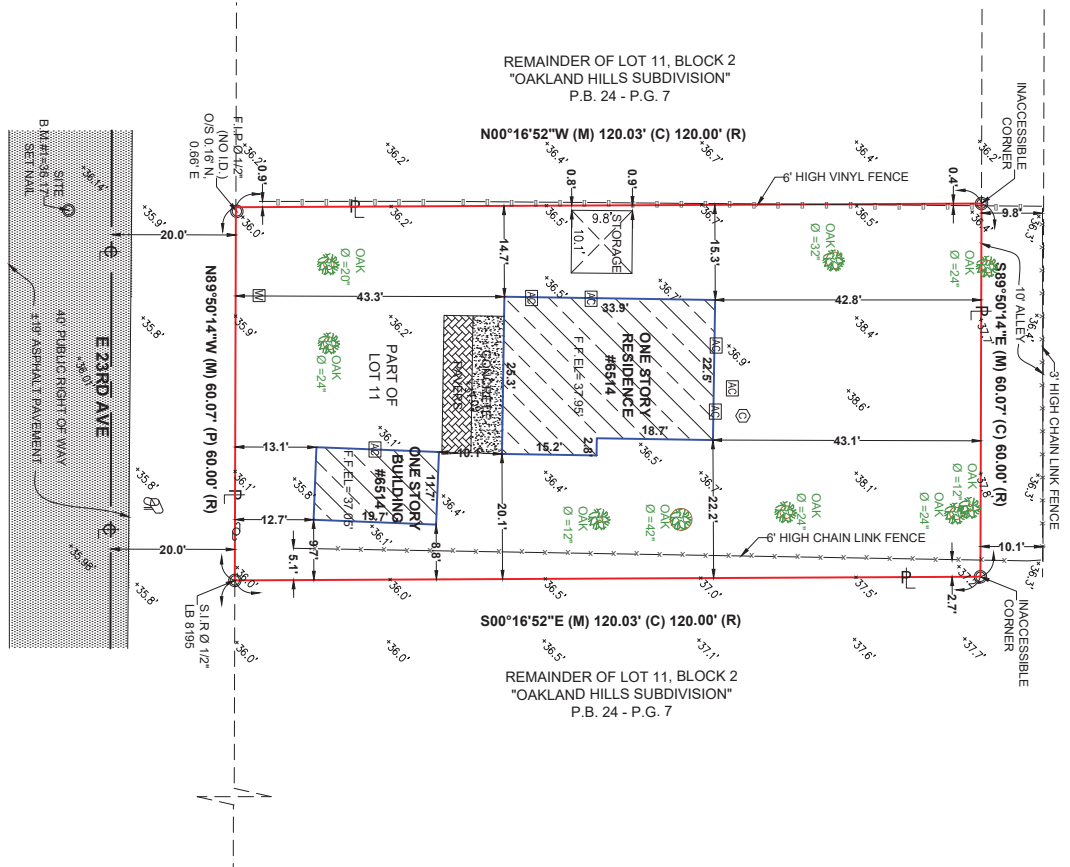


Isis Brown

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Thu Dec 8 2022 11:03:04

Attachments: Application
Site Plan
Petitioner's Written Statement
Current Deed

BOUNDARY AND TOPOGRAPHIC SURVEY
SECTION 11, TOWNSHIP 29S, RANGE 19E, HILLSBOROUGH COUNTY

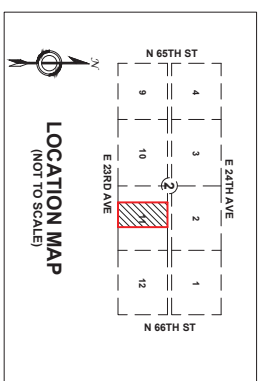


ABBREVIATIONS

- BC-BLOCK CORNER
- (C)-CALCULATED
- (M)-MEASURED
- (RR)-RECORD
- (P)-PROPORTED
- TP = TYPICAL
- P.B. = PLAT BOOK
- P.G. = PAGE
- F.I.R. = FOUND IRON ROD
- S.I.R. = SET IRON ROD
- I.D. = IDENTIFICATION
- F.C. = FENCE CORNER
- B.M. = BENCHMARK

LEGEND

- ⊕ CENTER LINE
- PROPERTY CORNER
- ▭ PROPERTY LINE
- ⊕ PALM & TRUNK TREE
- ⊕ CANOPY & TRUNK TREE
- ⊕ CLEAN OUT
- ⊕ GROUND ELEVATION
- ⊕ PAVEMENT ELEVATION
- ⊕ UTILITY POLE
- ⊕ METER (WATER)
- ⊕ A/C UNIT



PROPERTY ADDRESS:
6514 E 23RD AVE, TAMPA, FL 33619
(FOLIO NO. 042385-0000)

DESCRIPTION:
THE WEST 60.00 FEET OF THE EAST 116.25 FEET OF LOT 11 OF BLOCK 2 OF "OAKLAND HILLS" ACCORDING TO THE PLAT THEREOF AS THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
COMMUNITY: HILLSBOROUGH COUNTY-120112
MAP/PANEL NO. 12057C0360H
SUFFIX: H
FRM DATE: 08/28/2008
FLOOD ZONE: X

THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE MAP OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THE MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALE IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS BROUGHT TO THE FACT THAT SAID DRAWING MAY BE ALIGNED IN SCALE BY THE REPRODUCTION PROCESS.

THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A TOPOGRAPHIC SURVEY ONLY AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL, OR LOCAL AGENCY BOARD, COMMISSION OR OTHER ENTITY.

THE ELEVATIONS OF WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO THE SURFACE OF THE NATURAL GROUND SURFACES AND 1700 FOOT FOR NATURAL HARDSCAPE SURFACES INCLUDING PAVEMENTS, CURBS AND OTHER MAN-MADE FEATURES AS MAY EXIST.

BENCH MARK: GPS-NAIL ELEVATION: 36.17 FEET (NAVD89)

LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT.

WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF +/-10 FOOT UNLESS OTHERWISE SHOWN. BEARINGS AS SHOWN HEREON ARE BASED UPON AN ASSUMED VALUE OF N89°50'41\"/>

LEGAL DESCRIPTION SUBJECT TO ANY DEVIATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR RECORDED EASEMENTS. THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP POSSESSION OR OCCUPATION OF THE SUBJECT PROPERTY BY ANY ENTITY OR INDIVIDUAL.

SUBSURFACE IMPROVEMENTS AND/OR ENCROACHMENTS WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE SUBJECT PROPERTY WERE NOT LOCATED AND ARE NOT SHOWN.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE SURVEYOR AND MAPPER. ANY ADDITIONS AND DELETIONS TO THIS MAP OF SURVEY BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

THIS MAP OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.

NO TREES FOUND 20' AWAY FROM PROPERTY UNLESS DEPICTED ON THIS MAP.

CERTIFY TO:

LANCE JOHNSON
JEANNE KIMBERLY ANN

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS TOPOGRAPHIC SURVEY AND THE MAP OF SURVEY RECORDED THEREFROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID TOPOGRAPHIC SURVEY MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, PURSUANT TO RULE 5-1.17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 47A27.027 OF THE FLORIDA STATUTES.



PROFESSIONAL SURVEYOR AND MAPPER
PHONE: (813) 423-3483
FAX: (813) 399-0111
www.gpsflorida.net

ORIGINAL FIELD DATE REVISIONS	05/05/2022
JOB NO.	22-4914
DRAWN BY	CAM
SHEET	1/1

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VARIANCE REQUEST

1. Project Narrative: 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.

Accessory Structure Setback 47' from property line in front yard down to 13.1' from property line.

Second Variance for second structure shed on side yard of 7' down to 1' to property line on side.

~~*Third Variance for*~~

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

6.11.04

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 (Attachment A).
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 and/or septic 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 (form may be obtained from 19th floor County Center).

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VARIANCE CRITERIA RESPONSE

You must provide a response to each of the following questions. If additional space is needed, please attach extra pages to this application.

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 property has a septic and drainfield taking up most of backyard and trees blocking access to backyard. Most other properties have adequate room for additional storage.

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 LDC yard set back requirements deprive us of having adequate space for storage and yard activities. The only space available has been in the front yard, due to limited access to the backyard.

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.

It interferes with no other property. Our neighbors do not mind. No one's rights have been violated.

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 Accessory Structure is only 13' from property line but 33' from the road.

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 septic and drainfield was preset before our inhabitants and the trees have been taking up the rest of yard for 30 plus years.

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.

Removing all the trees and old sewage system as well as putting in a city solid waste line is completely unaffordable. Allowing variance will benefit us by allowing storage shed to stay where it is.

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Prepared By: Alton Harn
4405 E. 12th Ave
Tampa, FL 33605

STANDARD AGREEMENT FOR DEED

Agreement for Deed

THIS AGREEMENT, Made this 16 day of April A.D. 2017

by and between Sharon J. Brackett

of Hillsborough County, Florida, hereinafter called Sellers, and

Kimberly Ann House

hereinafter called Buyers, witnesseth:

That if the said Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be performed, the said Sellers hereby covenant and agree to convey and assure to the Buyer or their heirs or assigns, in fee simple, clear of all incumbrances whatever, save only restrictions and covenants of Public Record, by a good and sufficient Warranty Deed, the real property situated in the County of Hillsborough State of Florida known and described as follows, to wit:

6514 E. 23rd Ave, Oakland Hills
W 60 FT OF E 116.25 FT OF Lot 11 Block 2

6514 E 23rd Ave, Property address

And the Buyer hereby agrees and covenants to pay to the Seller the sum of forty four thousand thirteen dollars (\$44,013.00) in the manner following:

A The sum of \$ _____ in cash, receipt of which is hereby acknowledged.

B One Promissory Note, attached, in the amount of forty four thousand thirteen dollars (\$44,013.00) being paid by monthly payments commencing on the 17 Day of April, 2017, continuing on the 1st Day of every month thereafter until paid in full and bearing interest at the rate of 10 % p.a. See Note attached which forms part of this agreement.

and Buyer covenants to pay all taxes, assessments or impositions that may be legally levied or imposed upon such land subsequent to the year of 2017, and to keep the buildings, structures and other improvements now or hereafter erected or placed upon said premises insured against all loss and damage by fire, tornado or windstorm in some company satisfactory to the Seller in a sum not less than the rebuilding cost of the structures including all demolition and site clearance during the term of this agreement and to promptly pay all premiums for such insurance. All sums recoverable on any such insurance shall be made payable first to the Seller

by a loss payable clause satisfactory to the Seller up to the amount of the then outstanding mortgage balance including accrued interest, the balance, if any, being payable to the Buyer.

Initials Buyer(s) *KH* Seller(s) *SOB*

~~Buyer shall not be bound in this instrument by any other party who does not sell with qualifications at that time.~~ *CEB*

The Buyer is responsible for all maintenance and repairs on the property without limitation

Buyer (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Seller may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Seller, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Seller.

If default shall be made in the payment of said sums of money, or any part thereof as provided in this Agreement for Deed, or in the interest that may become due thereon or any part thereof shall be delinquent and unpaid for a period of fifteen (15) days, or in the event of default in any other covenant herein, then and thenceforth it shall be optional with the Seller, his heirs, personal representatives or assigns to consider the whole of said principal sum expressed in the Agreement as immediately due and payable. In the event of such default, the Buyer agrees to pay all costs, charges, and expenses in collecting the money hereby secured, including reasonable attorney's fees and commission whether collected by foreclosure or otherwise, and any and all monies paid by the Seller by reason of the default of the Buyer. Payments postmarked more than five (5) days after the due date shall be considered late and shall be subject to an additional charge of 5%.

The Buyer shall pay the intangible taxes, documentary stamps and recording of the Agreement for Deed, and for the documentary stamps on the Warranty Deed.

The Seller shall execute and deliver a Warranty Deed to the Buyer when the terms of this Agreement have been met and the full amount due and owing hereunder are paid in full.

IT IS MUTUALLY AGREED by and between the parties hereto, that time of payment shall be an essential part of this contract and that all covenants and agreements herein contained shall

extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Initials Buyer(s) KH Seller(s) AB

In Witness Whereof, the parties have executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

For buyers Kimberly House 33619
6514 E. 23rd Ave Tampa, FL
Signed, sealed and delivered in the presence of: Witness:

Kimberly House Cathy Han

Witness Buyer

Jackie Morris

Witness Buyer

STATE OF FLORIDA

COUNTY OF Hillsborough ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements personally appeared

Kimberly House to me known to be the person(s) described in or who identified
themselves to be the persons described by means of
FL DL# H 200-501-91-945-1 and who executed the foregoing
instrument and acknowledged before me that she executed the same for the purpose
expressed.

Witness my hand and official seal in the county and state aforesaid this 23rd day of
April 2017

(Seal)



Notary Public

My Commission Expires _____

For seller

Sharon Brackett

Witness:

3308 N. 65th St. Tampa, FL 33619

Cathy [Signature]

Witness Seller

Jackie Morris

Witness Seller

STATE OF FLORIDA

COUNTY OF Hillsborough ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements personally appeared

Sharon Brackett

to me known to be the person(s) described in who identified themselves to be the persons described by means of FL DL# B623-790-50-501-0 and who executed the foregoing instrument and acknowledged before me that she executed the same for the purpose expressed.

Witness my hand and official seal in the county and state aforesaid this 23rd day of April 2017

(Seal)



Notary Public

My Commission Expires _____

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF October, 2012



Hillsborough County, State of Florida
Clerk of the Circuit Court and Comptroller
By [Signature]
Print James Estlow As Deputy Clerk



VARIANCE APPLICATION

IMPORTANT INSTRUCTIONS TO ALL APPLICANTS:
You must schedule an appointment to submit this application by calling 813-272-5600.
All requirements listed on the submittal checklist must be met. **Incomplete applications will not be accepted.**

Property Information

Address: 6514 E. 23rd Ave. City/State/Zip: Tampa, FL 33619 TWN-RN-SEC: 11-29-19
Folio(s): 042385.0000 Zoning: RSC-9 Future Land Use: R-12 Property Size: .17

Property Owner Information

Name: Kimberly A. Johnson Daytime Phone: 813-330-9223
Address: 6514 E 23rd Ave. City/State/Zip: Tampa, FL 33619
Email: ljohnson88174@gmail.com FAX Number: N/A

Applicant Information

Name: Kimberly A. Johnson Daytime Phone: 813-330-9223
Address: 6514 E 23rd Ave. City/State/Zip: Tampa, FL 33619
Email: ljohnson88174@gmail.com FAX Number: N/A

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 THIS APPLICATION PACKET IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE, AND AUTHORIZE THE REPRESENTATIVE LISTED ABOVE TO ACT ON MY BEHALF FOR THIS APPLICATION.

[Signature]
Signature of Applicant
Kimberly Johnson
Type or Print Name

I HEREBY AUTHORIZE THE PROCESSING OF THIS APPLICATION AND RECOGNIZE THAT THE FINAL ACTION ON THIS PETITION SHALL BE BINDING TO THE PROPERTY AS WELL AS TO CURRENT AND ANY FUTURE OWNERS.

[Signature]
Signature of Property Owner
Kimberly Johnson
Type or Print Name

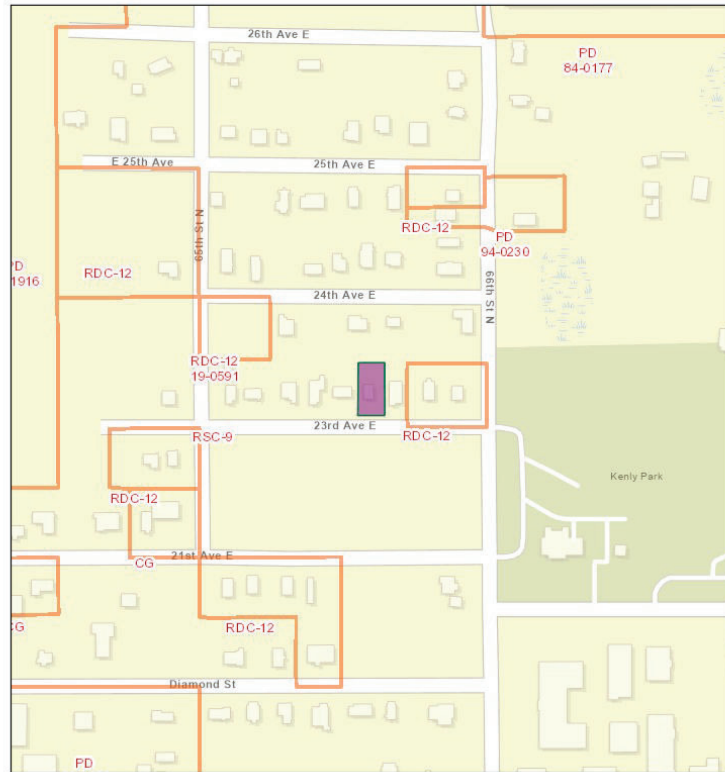
Intake Staff Signature: Clare Odell Office Use Only Intake Date: 10/19/2022
Case Number: 22-1544 Public Hearing Date: 12/19/2022
Receipt Number: 209873



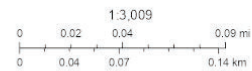
PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Residential
Zoning	RSC-9
Description	Residential - Single-Family Conventional
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0360H
FIRM Panel	12057C0360H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120357B
County Wide Planning Area	East Lake Orient Park
Community Base Planning Area	East Lake Orient Park Area
Census Data	Tract: 012002 Block: 3020
Future Landuse	R-12
Urban Service Area	TSA
Waste Water Interlocal	City of Tampa Waste Water
Water Interlocal	City of Tampa Water
Mobility Assessment District	Urban
Mobility Benefit District	2
Fire Impact Fee	Northeast
Parks/Schools Impact Fee	NORTHEAST
ROW/Transportation Impact Fee	ZONE 4
Wind Borne Debris Area	140 MPH Area
Aviation Authority Height Restrictions	170' AMSL
Competitive Sites	NO
Redevelopment Area	NO

Folio: 42385.0000



October 20, 2022



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

Hillsborough County Florida

Folio: 42385.0000
PIN: U-11-29-19-1N6-000002-00011.1
KIMBERLY ANN JOHNSON
Mailing Address:
 6514 E 23RD AVE
 TAMPA, FL 33619-1702
Site Address:
 6514 E 23RD AVE
 TAMPA, FL 33619
SEC-TWN-RNG: 11-29-19
Acreage: 0.17128
Market Value: \$124,318.00
Landuse Code: 0100 SINGLE FAMILY

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Or

2. Any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder.