



Hillsborough County Florida

LAND USE HEARING OFFICER VARIANCE REPORT

APPLICATION NUMBER: VAR 21-0118	
LUHO HEARING DATE: January 25, 2021	CASE REVIEWER: Kim King

REQUEST: The applicant is requesting a variance from the distance separation required between ground signs on the same premises. This request is for an existing Popeye's located at 7430 E. Hillsborough Ave.

VARIANCE(S):

Per Section 7.03.00.C.2.c of the LDC requires ground signs be placed no closer than 150 feet apart on the same premises.

The applicant is requesting a variance of 80 feet for the distance separation between 2 ground signs on the same premises. This would allow the 2 ground signs to be placed 70 feet apart.

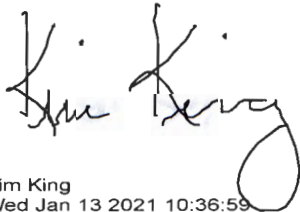
FINDINGS:

None.

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



Kim King
Wed Jan 13 2021 10:36:59

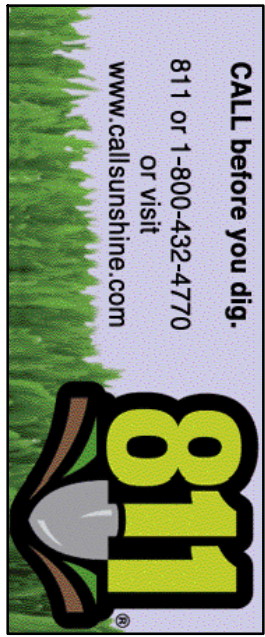
Attachments: Application
Site Plan
Petitioner's Written Statement
Current Deed

NOTES:
ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN COMPLIANCE WITH THE 2015 DESIGN STANDARDS, 2014 STANDARD SPECIFICATIONS AND THE 2010 UTILITY ACCOMMODATION MANUAL. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AND SOOLED WITH ARGENTINE BAHIA.
ALL STRIPING WITHIN THE FDOT RIGHT-OF-WAY SHALL BE LEAD-FREE THERMOPLASTIC.
ALL NOT SHALL BE PER THE 2015 DESIGN STANDARDS 600 SERIES NOTES FOR WORK WITHIN FDOT RIGHT-OF-WAY.

NOTE:
REFERENCE LANDSCAPE PLAN, SHEET L1, FOR DESIGNATION OF TREES TO REMAIN OR TO BE REMOVED.

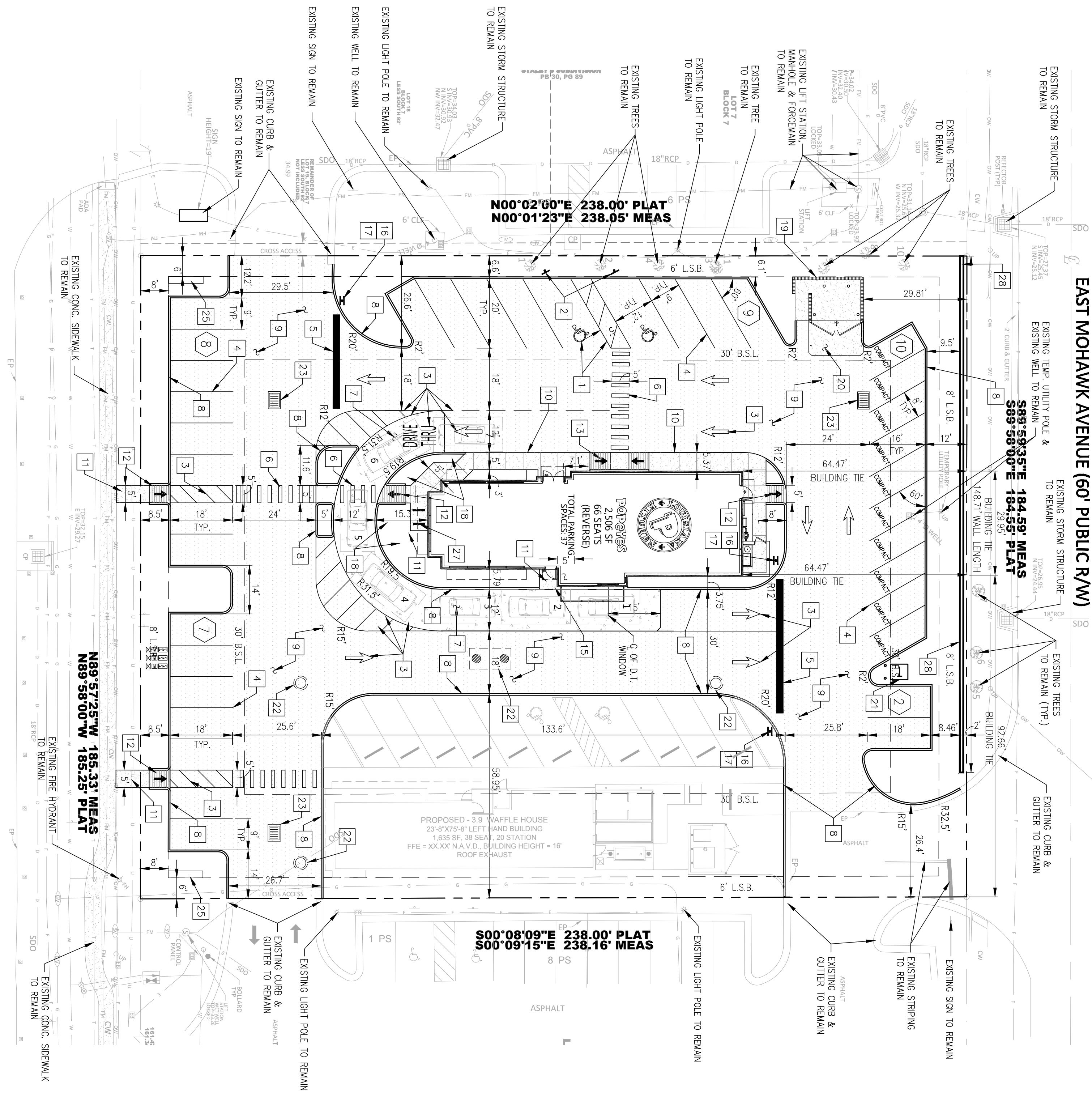
CONTRACTOR'S NOTE:
CONTRACTOR SHALL PROVIDE A COMPREHENSIVE AS-BUILT SURVEY FOR THE PROJECT AS REQUIRED BY THE GOVERNING AGENCY. CONTACT THE ENGINEER OF RECORD FOR THE REQUIREMENTS OF THE AS-BUILT SURVEY.

REFER TO SHEET C0 FOR GENERAL NOTES, SPECIFICATIONS AND LEGENDS IN ADDITION TO SITE SPECIFIC NOTES AND REQUIREMENTS.

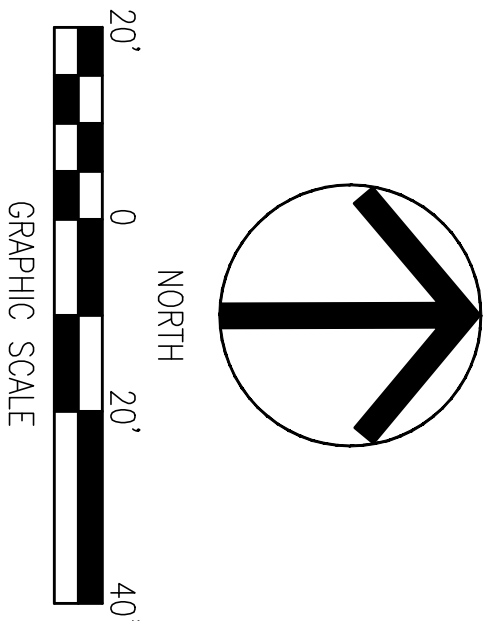


PLAN NOTES

- 1 HANDICAP PARKING STRIPING & ACCESS ISLE (1 C4)
- 2 HANDICAP PARKING SIGN (2 PLACES) (2 C4)
- 3 PAVEMENT MARKING (TYP.) (3 C4)
- 4 4" WHITE PARKING STRIPING (PAINT) (TYP.)
- 5 24" WHITE STOP BAR (PAINT)
- 6 CROSSWALK STRIPING (3 C4)
- 7 CONCRETE PAVEMENT (4 C4)
- 8 6" VERTICAL CURB (5 C4)
- 9 ASPHALT PAVEMENT (6 C4)
- 10 MONOLITHIC CURB AND SIDEWALK (7 C4)
- 11 CONCRETE WALK WITH EXPANSION JOINTS AND SCORE MARKS (8 C4)
- 12 HANDICAP END RAMP (9 C4)
- 13 DOUBLE HANDICAP RAMP (10 C4)
- 14 CORNER RAMP (11 C4)
- 15 BOLLARD (TYP.) (12 C4)
- 16 "STOP" SIGN (R1-1, 30")
- 17 "DO NOT ENTER" SIGN
- 18 DRIVE-THRU CANOPY, SPEAKER BOX CLEARANCE BAR AND MENU BOARD (13 C6)
- 19 DUMPSTER ENCLOSURE (14 C7)
- 20 CONCRETE APRON (13 C4)
- 21 TRANSFORMER WITH BOLLARDS
- 22 SANITARY STRUCTURE (REFER TO SHEET C2)
- 23 STORM STRUCTURE (REFER TO SHEET C3)
- 24 LIGHT POLES (REFER TO PHOTOGRAPHIC PLAN)
- 25 MONUMENT SIGN
- 26 FIRE HYDRANT (REFER TO SHEET C2)
- 27 BIKE RACK (14 C4)
- 28 CONCRETE WALL (REFER TO ARCH. PLANS)
- 29



SITE DIMENSION PLAN



Z DEVELOPMENT
s e r v i c e s
CA 29354
708 E. COLONIAL DR., STE 100 PH: (407) 271-8910
ORLANDO, FL 32803 FAX: (407) 442-0604

REVISION	DATE	REVISION	DATE

ROBERT ZIEGENFUSS, P.E., LEED AP
FL. REG. # 56752

POPEYE'S RESTAURANT
EAST HILLSBOROUGH AVENUE
TAMPA, FLORIDA

DATE: 09-17-18
DRAWN: MB
CHECKED: RZ

SITE DIMENSION PLAN
PROJECT NO.: 2018.169

C1

PARCEL 3

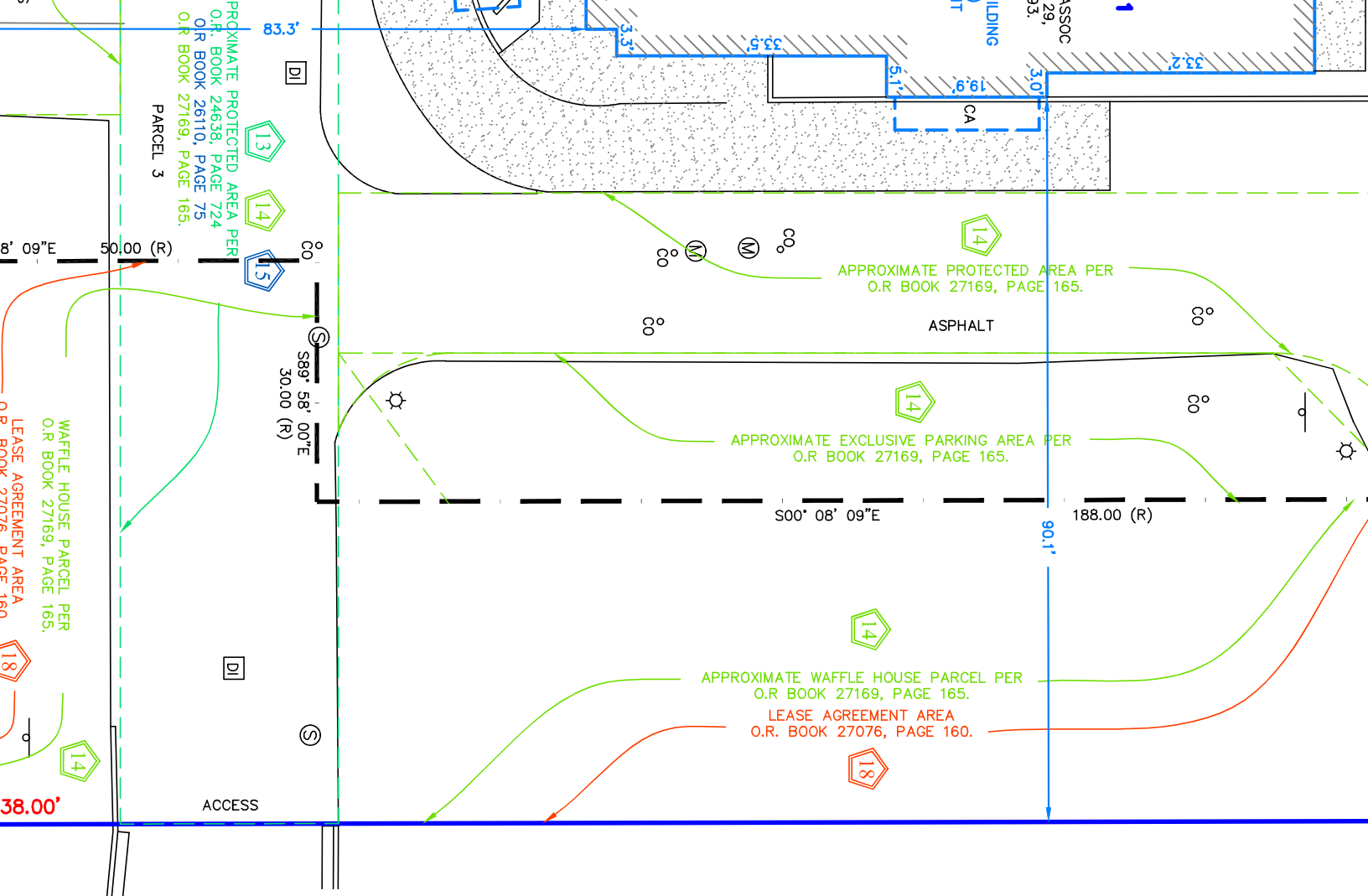
LOT 1

PLAT BOOK 129, PAGES 92-93.

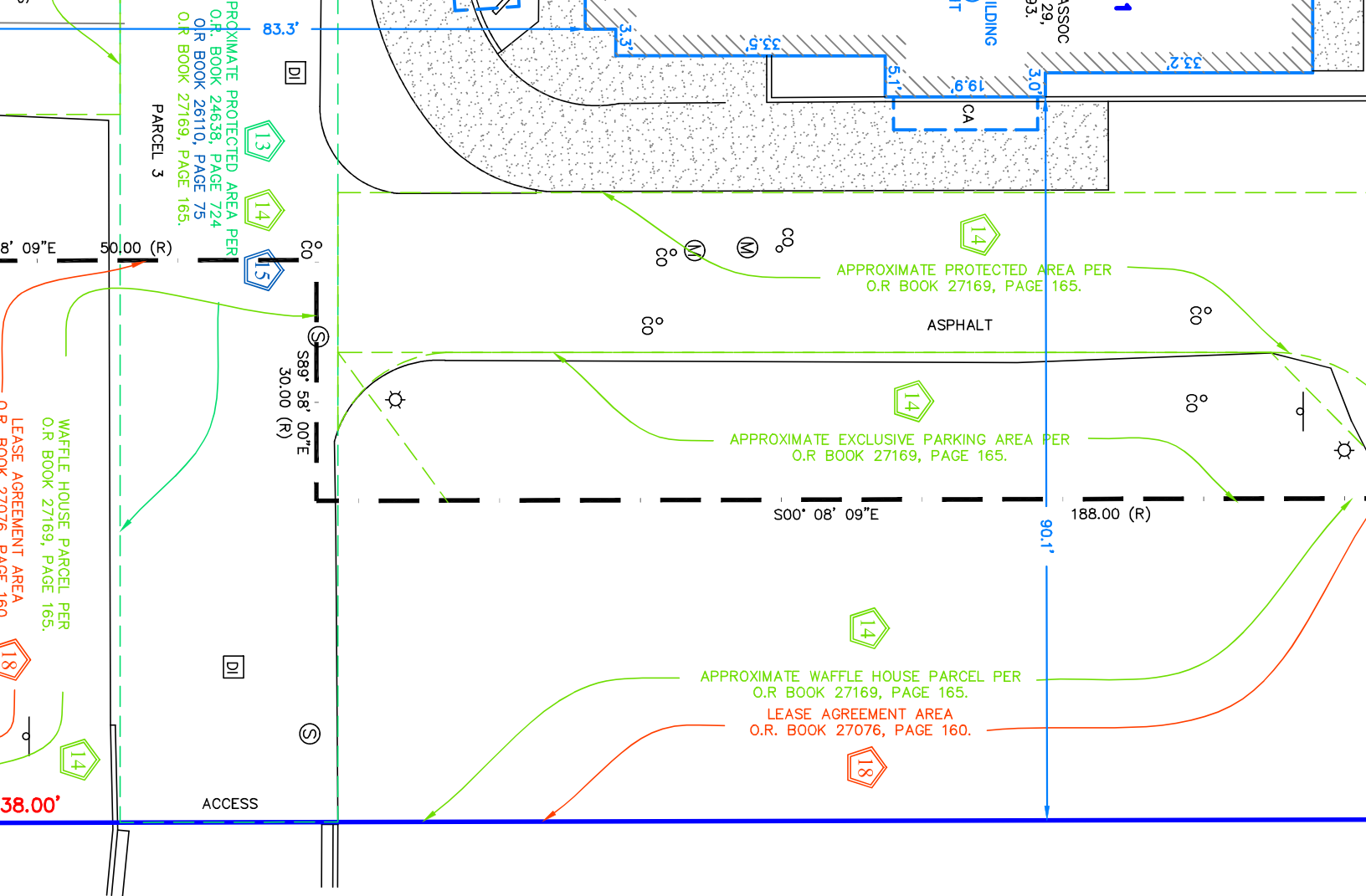
KAPLUNICA LLC

FOLIO: 040317-0152

PARCEL ID: U-35-28-19-A84-000000-00001.0
FOLIO: 040317-0152

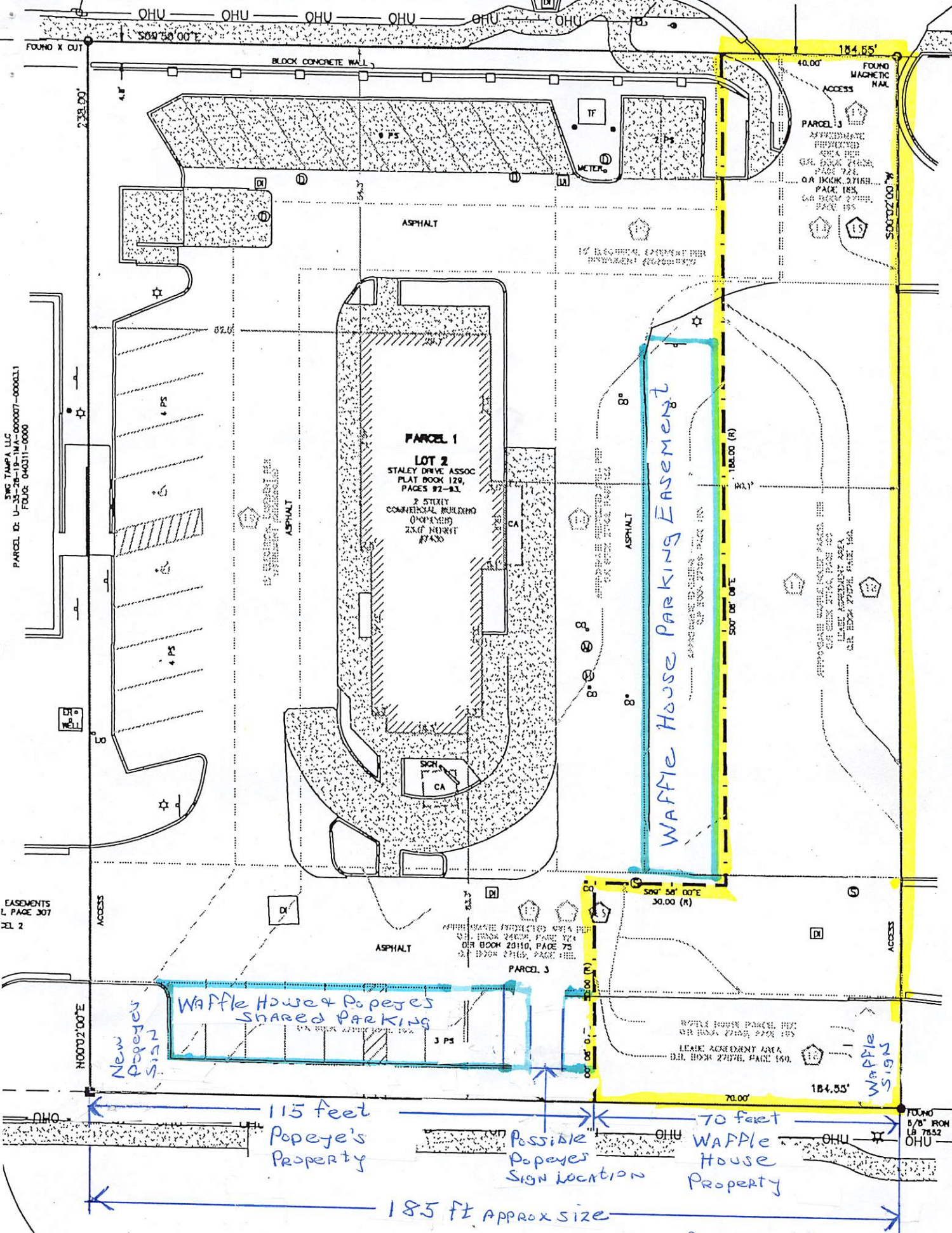


21-0118



RECIPROCAL EASEMENTS
O.R.B. 23442, PAGE 307
PARCEL 3

LOT 1
STALEY DRIVE ASSOC
PLAT BOOK 129, PAGES 92-93.
KAPLUNICA LLC
PARCEL ID: U-35-28-19-A84-000000-00001.0
FOLIO: 040317-0152



SMC TAMPA LLC
PARCEL ID: U-35-28-19-1M/A-000007-000011
FOCUS 040311-0000

EASEMENTS
PAGE 307
REL 2

New Popeye's Sign

Waffle House & Popeye's Shared Parking

115 feet
Popeye's
Property

Possible
Popeye's
Sign Location

70 feet
Waffle
House
Property

185 ft Approx size

New Property Owner Plan

U.S. HIGHWAY 92 (SR 600)
EAST HILLSBOROUGH AVENUE

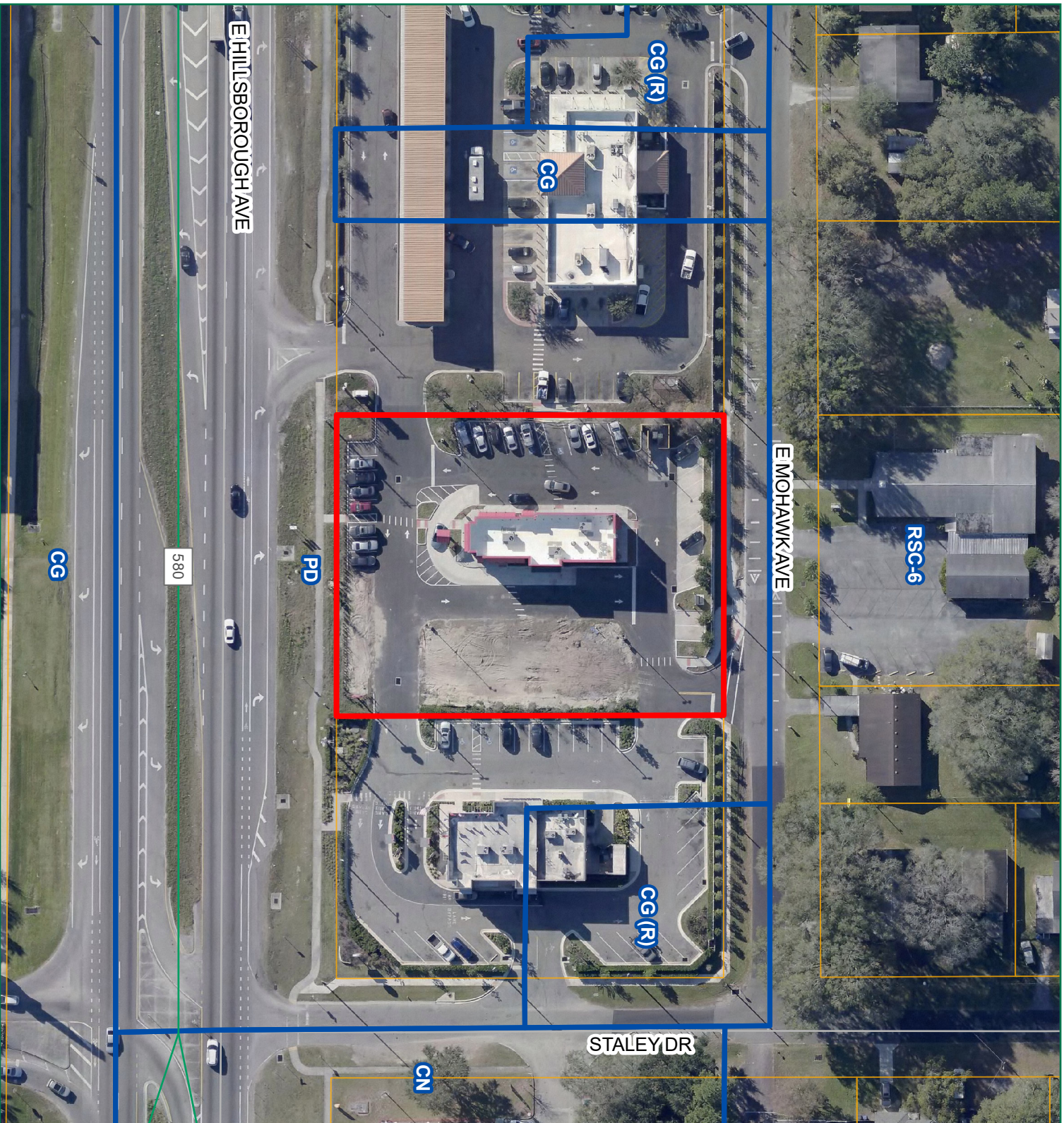
200' PUBLIC RIGHT OF WAY PER FDOT RIGHT-OF-WAY MAP SECTION NO. 1003-(110)
(ASPHALT PAVEMENT)




BA Properties PO21-0118

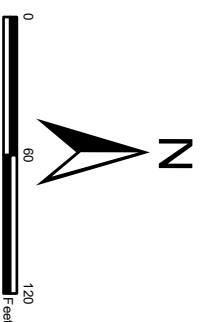
Immediate Aerial Zoning Map

VAR 21-0118

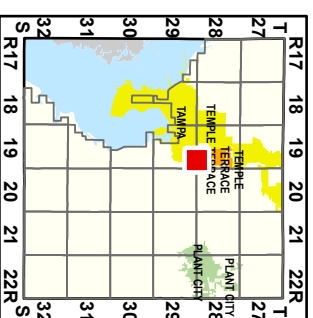
Folio: 40317.0154



-  Application Site
-  Zoning Boundary
-  Parcels



STR: 35-28-19



NOTE: Every reasonable effort has been made to ensure the accuracy of this map. Hillsborough County does not assume any liability arising from use of this map. THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, and is not to be used to determine the legal status of any property or interest therein. The map has been prepared for the purpose of providing a general overview of the area and is not intended to be used for any other purpose. The map is based on the best available data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map.

Date: 12/07/2020 Path: G:\ZONING\GIS\DrawZoning_Site.aprx

VARIANCE REQUEST

1.) Project Narrative: Describe the Variance including any history and related facts that may be helpful in understanding the request. This explanation shall specifically identify what is being requested.

BA Properties PO, LLC property is located at 7430 E. Hillsborough Ave, Tampa, Florida 33610 and requesting a Sign Variance from Sections 7.03.00 (2c) and 7.0300 (2ii) for 2 commercial tenant signs on the same property which requires a 150 feet sign separation between 2 same property signs and in the alternative, one monument sign containing 2 tenants.

Specifically BA Properties PO, LLC is requesting a Sign Variance Separation between its two tenants being Popeye's and Waffle House as per the following Proposed Sign Separations:

- + 10 feet eastern boundary property setback (Waffle House Monument Sign)
- + 70 feet east separation (to proposed re-located Popeye's Pole Sign in existing grass parking lot island)
- + 105 feet west sign separation from Popeye's sign to west boundary line / WAWA sign.

On or about September 25, 2020, BA Properties PO, LLC had recently purchased the property located at 7430 E. Hillsborough Ave, Tampa, FL 33610. During October 2020, Waffle House issued a letter to Popeye's to immediately re-locate its sign from the existing east end location of the property to the west end property location. Popeye's has agreed to do this re-location to the west as found in both Popeye's and Waffle House approved Hillsborough County Building Plans. BA Properties PO, LLC then went to investigate this matter and took photos attached hereto which show that if Popeye's re-locates their existing pole sign to the western end of the property, that the adjacent WAWA property owner gas price sign could be obstructed by the newly Re-located Popeye's sign. BA Properties PO, LLC fears that WAWA, a large corporation would probably file a lawsuit against both BA Properties PO, LLC and Popeye's for obstructing their WAWA Gas Price Sign and cause Hugh legal fees in defending a lawsuit. Furthermore, BA Properties PO, LLC believes that it is both equitable and respectful to get along with its commercial property neighbors, especially the adjacent neighbor that allows BA Properties PO, LLC tenant customers to use the WAWA road curb cut to gain access to both the Popeye's and Waffle House Properties. Also the Waffle House Lease permits Waffle House to purchase its property sometime in the future purchase from BA Properties PO, LLC at a nominal price due to its prepaid lease. In the event that Waffle House decides to purchase their property in the future, this means that the single property would become two separate and distinct properties that would be in compliance with the existing Hillsborough sign code. An advantage of Waffle House leasing is that it allows a company to fully deduct its annual leasing costs versus owning a property and getting no deductions.

There is alternate option in the Hillsborough Sign code that allows 2 Tenant signs be built together in middle of the property. A hardship is that Waffle House is not agreeable to this alternate middle sign location and wants to take legal action against Popeye's and me the property owner as they have already paid for approved monument sign plans attached hereto along with a signed lease agreeing to this eastern sign location. Moving the existing already constructed Popeye's sign would mean Popeye's would pay multiple times to move their sign and they do not want to additionally pay for a monument sign with Waffle House located on it.

2.) A Variance is requested from the following Sections(s) of the Hillsborough County Land Development Code (LDC): 7.03.00 (2aii) and 7.03.00 (2c)

ADDITIONAL INFORMATION

- 1.) Have You been cited by Hillsborough County Code Enforcement? NO
- 2.) Do You have any other applications filed with Hillsborough County that are related to the subject property?
NO
- 3.) Is this a request for wetland setback? NO
- 4.) Please indicate the existing utilities for the subject property? Public Water and Public Waste Water
- 5.) Is this variance to allow a third lot a well and/or septic or non-residential development with an intensity of three ERC's? NO

VARIANCE CRITERIA RESPONSE

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

BA Properties PO, LLC is a two Tenant property. The Tenants are POP Florida Properties, LLC (Popeye's) and the second Tenant is Waffle House (not built). Hillsborough County had previously approved construction plans for both of my Tenants and Tenant Leases were signed prior to my purchase of this property. The approved engineered plans shows two Tenant Signs located at the very east and west ends of my 185 foot property frontage. The two locations at each end of my property allows a 165 feet sign separation between my two Tenant signs which meets the existing Hillsborough Bldg. Code sign separation of 150 Feet. Popeye's had built their pole sign on the very east end of my property which is closest to Burger King.

I have a signed Waffle House Lease with drawing showing that their monument sign is in the same location as the existing location that the Popeye's pole sign is built. Waffle House is mad and told Popeye's to immediately remove their sign from the Waffle House Property otherwise they would take legal action. Popeye's has agreed to do so. The first hardship issue is that if Popeye's relocates their sign to the very west end of my property, it could block / obstruct the adjacent property owner - WAWA's \$100,000 Gas Price Sign. A second hardship would be that by Popeye's re-locating their existing pole sign in their approved Hillsborough County Bldg. Plans at the very west end of my property, the WAWA Legal department would surely file suit against me, BA Properties PO, LLC (the property owner) and Popeye's for obstructing their \$100,000 Dollar Gas price sign.

There is alternate option in the Hillsborough Sign code that allows 2 Tenant signs be built together in middle of the property. A third hardship is that Waffle House was not agreeable to this alternate middle sign location and wants to take legal action against Popeye's and the property owner as they have already paid for approved monument sign plans attached hereto and have a signed lease agreeing to this eastern sign location. A fourth hardship is that Popeye's side had already paid for their pole sign which has been already constructed and would cause Popeye's to pay twice or three times for a sign as they do not want to additionally pay for a monument sign with Waffle House located on it.

On the adjacent property, WAWA could be injured if Popeye's re-locates their sign in front of the WAWA sign. WAWA has their property laid out in a manner where there is only one possible location for their price sign location which is on the very eastern part of their property which this sign is currently built and their property designed to allow more room for front road cars to access to their many gas pumps. WAWA's existing layout leaves No room for WAWA to re-locate their sign to other areas of their property which is a fifth hardship.

I, the property owner did not want to get into future lawsuits nor obstruct my adjacent property's display road sign nor cause any hardship to the neighboring property owner whom allows BA Properties PO, LLC a road curb cut access to my property. My property is located in a poor area of Tampa where WAWA has a corner lot that is adjacent is the Popeye's-Waffle House Lot, which is also adjacent to a Burger King lot. A good outcome would be that Hillsborough County Variance Board approves a variance for 2 signs on the same property with a 70 feet separation between the Waffle House sign and the Popeye's sign that is proposed to be in the middle of the Popeye's grass parking lot island along with approval of the approximately 105 feet separation between the WAWA sign and the proposed re-located Popeye's sign which provides enough room for WAWA customers to view their Gas Price sign.

The Proposed Separation Sign Distances are as Follows:

- + 10 feet east boundary space (Waffle House Monument Sign)
- + 70 feet east separation (Popeye's Pole Sign in existing grass parking lot island)
- + 105 feet west sign separation to west boundary line / WAWA sign.

VARIANCE CRITERIA RESPONSE

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?

Part 7.03.00 – Permitted Signs

7.03.00 (2a) If a premise is permitted to have more than one ground sign, then all allowable ground signs may be combined into a single ground sign which shall not exceed 200 square feet in Aggregate Sign Area, and no single face sign shall exceed 100 square feet in Aggregate Sign Area.

7.03.00 (2c) Ground signs shall be placed no closer than 150 feet apart on the same premises.

The literal requirements of the LDC requires a 150 feet sign separation on the same property which would deprive the Popeye's customers a view of the re-located Popeye's western pole sign which could be obstructed by WAWA's gas price sign as the Public drives in an easterly direction along Hillsborough Avenue. As to WAWA customers traveling west on Hillsborough Avenue, they could be deprived of viewing the WAWA gas sign prices by the re-located Popeye's sign. WAWA currently enjoys an unobstructed view of its gas sign both easterly and westerly. This Variance should be granted to respect the rights of the adjacent WAWA property owner and the Public's rights to view a WAWA gas price sign unobstructed by the Variance Board approving of the Popeye's sign separation in the middle grass island of my property where Waffle House has 70 feet monument sign separation and WAWA would have a 105 feet sign separation.

As to my two Tenants being Popeye's and Waffle House, they both have Hillsborough County Approved sign plans. Popeye's has already installed its pole road sign on the eastern end of my property. Waffle House is building its monument sign sometime in the spring of 2021 in the same eastern end location of my property. Waffle House is threatening Popeye's with a lawsuit if Popeye's does not re-locate its pole road sign to the western WAWA end of my property. The Hillsborough Sign Code 7.03.00 (2a) does allow Popeye's and Waffle House have one single sign in the middle of the property. However, both Waffle House and Popeye's have signed leases with the right to locate their signs on the eastern and western ends of my property. By not granting a Variance, the LDC would trigger (WAWA, Popeye's and Waffle House) lawsuits due to Popeye's re-locating their sign to the western end of my property next to the WAWA sign.

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?

My purpose for requesting an approved Hillsborough County Variance is to respect the rights of the adjacent WAWA property owner and the rights of the Public by not obstructing the view of the WAWA road price gas sign. By Hillsborough County approving of my Variance there will be a 105 feet unobstructed view of the WAWA gas price sign. This 105 feet sign separation between the WAWA gas price sign and the Popeye's sign allows the Public to completely view the WAWA gas price sign unobstructed which serves a Public purpose. In the event that Hillsborough County does not approve of the BA Properties PO, LLC sign variance, then the WAWA gas price sign will be obstructed by the re-location of the Popeye's sign at the very western end of my property as per approved plans. Further, by granting the Variance, the lawsuits and the legal litigation will definitely be avoided by the four parties being BA Properties PO, LLC, WAWA, Popeye's, and Waffle House.

VARIANCE CRITERIA RESPONSE

4.) Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plans 1.02.02 and 1.02.03 for intent and purpose?

As to the intent of Hillsborough County section 1.02.02, my variance is in harmony with Hillsborough County's review process as my sign variance is an efficient way of implementing Hillsborough County goals, objectives and policies with regards to tenant road side signs.

As to Section 1.02.03 my variance wants to preserve the preserve public health, safety, comfort and welfare, and to aid the harmonious, orderly, and progressive development of the unincorporated areas of Hillsborough County and to be equitable with established regulations and respect the rights of (Adjacent) property owners and the consideration of the citizens interests of Hillsborough County. Therefore my purpose of my sign variance is to preserve the harmony with my adjacent WAWA property owner's road sign and to not intentionally obstruct the view of the existing WAWA western sign view that was installed back in 2016. Therefore BA Properties PO, LLC requests Hillsborough County approval for its sign variance to allow a 105 feet western sign separation from the adjacent western WAWA road sign to the Popeye's sign (approx. middle grass island of the property) and to allow a 70 feet of eastern sign separation from my tenant Waffle House's monument sign.

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?

First the Hillsborough Sign code does allow the property owner to install two tenant signs at both the west end and the east ends of my property which is not illegal and is therefore permitted under the existing sign code. As to the second part of the question about applicant's self-imposed hardship is not true. I have two tenants with approved Hillsborough County sign plans which were approved by both Tenant Engineers and the Hillsborough County Bldg. Department in order to meet the 150 feet sign code separation guidelines. Both Engineers only took into consideration the Hillsborough sign regulations and did not take into consideration of the possibility of obstructing the adjacent WAWA property owner's road price sign view which is the reason why I am requesting this variance in order to respect the rights of my adjacent WAWA property owner.

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?

By Hillsborough County approving this variance, substantial justice will be done in three ways. First the adjacent property owner will be respected in that the proposed approved variance will allow 105 feet unobstructed view of the WAWA gas price sign. Second, the Public will be served so that it can view the WAWA gas price sign unobstructed and have the ability to know the current gas prices as required by state law. Third, by granting this variance, NO Lawsuits will be brought either by WAWA or Waffle House that could clog up the Hillsborough County Court System especially during this pandemic.

As to the second part of the question regarding individual hardships of a Variance not being granted will be that the WAWA sign will be obstructed by re-location of the Popeye's sign in the approved Hillsborough County west end sign location.. Second, WAWA, Popeye's, Waffle House and BA Properties PO, LLC will be in legal litigation for the next 4 years which is a waste thousands of dollars of unnecessary legal fees which could have been avoided with an approved Hillsborough Sign Variance. If WAWA files a lawsuit against Popeye's and BA Properties PO, LLC, then Waffle House will be brought in as an indispensable party to the lawsuit.

This Instrument Prepared by:
Gary Abriola, Esq.
1737 Dogwood Forest Way
Lake Mary, FL 32746

Return This instrument to
BA Properties PO, LLC
1331 Marble Crest Way
Winter Garden, Florida 34787

Property Appraiser's Folio No. 040317-0154

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this ^{25th} day of September, 2020 between Staley Drive Assoc LLC, a Florida limited liability company, the Grantor, whose post office address is 6453 S. Orange Avenue, Suite 3, Orlando, Florida 32809, and BA Properties PO, LLC, a Florida limited liability company, the Grantee, whose post office address is 1331 Marble Crest Way, Winter Garden, Florida 34787.

(Whenever used herein the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and conveys to the Grantee and the Grantee's successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described land, situated, lying and being in Hillsborough County, Florida, to-wit:

See **Exhibit "A"** attached hereto and made a part hereof.

Being a portion of the same real property as described in that certain deed recorded at Hillsborough County Book 23442, Pages 321-324, in the Public Records of Hillsborough County, Florida;

TOGETHER with all the tenements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD, the same in fee simple forever;

This conveyance is made by Grantor and accepted by Grantee subject to: (1) the matters set forth in **Exhibit "B"** attached hereto and made a part hereof (the "**Permitted Exceptions**"), none of which are sought to be reimposed hereby; (2) the "**Use Restrictions**" as defined in and set forth in **Exhibit "C"** attached hereto and made a part hereof, none of which are sought to be reimposed hereby. For purposes of the foregoing exhibits, the term "**Grantee**" shall include Grantee and each of its successors, assigns, lessees, sublessees, franchisees and occupants; and

SUBJECT TO easements, covenants, instruments, restrictions, and limitations of record, none of which shall be re-imposed by this instrument, comprehensive land use plans, existing zoning ordinances and other restrictions as may be imposed by applicable governmental authority, matters which would be shown on a current survey; taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable; and

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 claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument the day and year first above written.

Signed, sealed and delivered in our presence:

STALEY DRIVE ASSOC LLC,
a Florida limited liability company

By: The Madera Group, LLC,
a Georgia limited liability company
Its: Manager

By: John DiGiovanni, Manager

Abby M. Dalton
Witness Signature
Abby M. Dalton
(print name)
Cynthia A. Painter
Witness Signature
Cynthia A. Painter
(print name)

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of September, 2020, by John DiGiovanni, the Manager of The Madera Group, LLC, the Manager of Staley Drive Assoc LLC, a Florida limited liability company, of behalf of said company. He is personally known to me or has produced _____ as identification.

[SEAL]

Jeraldine S. Wells
Signature of Notary Public

JERALDINE S WELLS
Notary Public, Georgia
Fulton County
My Commission Expires
August 29, 2021

EXHIBIT "A"
Legal Description

LOT 2, STALEY DRIVE ASSOC, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 129, PAGES 92 and 93, OF THE PUBLIC RECORDS OF
HILLSBOROUGH COUNTY, FLORIDA.

Also known as Hillsborough County Florida Tax Folio 040317-0154.

EXHIBIT "B"
Permitted Exceptions

1. Restrictions, conditions, reservations, easements, dedications and other matters contained on the plat of STALEY DRIVE ASSOC, as recorded in Plat Book 129, Page 92 through 93, Public Records of Hillsborough County, Florida.
2. Terms, covenants, conditions, restrictions, easements, and other matters contained in Reciprocal Easement Agreement with Covenants, Conditions and Restrictions by Provco Pineville Tampa, LLC, a Delaware limited liability company, recorded in O.R. Book 23442, Page 307, as amended by First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded in O.R. Book 23985, Page 1754, Public Records of Hillsborough County, Florida.
3. Notice of No Liability under Section 713.10 of the Florida Statutes recorded in O.R. Book 23442, Page 353, Public Records of Hillsborough County, Florida.
4. Terms, covenants, conditions, restrictions and other matters contained in unrecorded Lease Agreement by and between Staley Drive Assoc LLC, a Florida limited liability company, as Landlord, and Bravotampa, LLC, an Indiana corporation, as Tenant, as evidenced by Memorandum of Lease Agreement recorded in O.R. Book 24015, Page 781, as affected by Subordination Nondisturbance and Attornment Agreement by and between Tenant and First Tennessee Bank National Association recorded in O.R. Book 24015, Page 788, as assigned to Bank of America, N.A. by Collateral Assignment of Lessee's Interest in Lease recorded in O.R. Book 24368, Page 118, Public Records of Hillsborough County, Florida.
5. Recorded Notice of Environmental Resource Permit recorded in O.R. Book 24036, Page 189, Public Records of Hillsborough County, Florida.
6. Terms, covenants, conditions, restrictions, easements, and other matters contained in Reciprocal Easement Agreement by and between Staley Drive Assoc LLC, a Florida limited liability company, and Kaplunica, LLC, a Florida limited liability company, recorded in O.R. Book 24638, Page 724, Public Records of Hillsborough County, Florida.
7. Terms, covenants, conditions, easements, and other matters contained in Declaration of Easements by Staley Drive Assoc LLC, a Florida limited liability company, recorded in O.R. Book 26110, Page 75, as amended and restated in Amended and Restated Declaration of Easements by and among Staley Drive Assoc LLC, a Florida limited liability company, Waffle House, Inc., a Georgia corporation, and Pop Florida Properties, LLC, a Delaware limited liability company, recorded in O.R. Book 27169, Page 165, Public Records of Hillsborough County, Florida.
8. Terms, covenants, conditions and other matters contained in Ground Lease dated August 17, 2018 by and between Staley Drive Assoc LLC, a Florida limited liability company, as Landlord, and Pop Florida Properties, LLC, a Delaware limited liability company, doing business as Popeye's Louisiana Chicken, as Tenant, evidenced by Declaration of Easements recorded in O.R. Book 26110, Page 75, Public Records of Hillsborough County, Florida.
9. Recorded Notice of Environmental Resource Permit recorded in O.R. Book 26769, Page 1711, Public Records of Hillsborough County, Florida.
10. Grant of Non-Exclusive Utility Easement to Peoples Gas System, a Division of Tampa Electric Company, recorded in O.R. Book 27076, Page 1222, Public Records of Hillsborough County, Florida.
11. Terms, covenants, conditions, option to purchase, restrictions and other matters contained in Prepaid Ground Lease Agreement dated November 21, 2019, by and between Staley Drive Assoc LLC, a Florida limited liability company, as Landlord, and Waffle House, Inc., a Georgia corporation, as Tenant, recorded in O.R. Book 27169, Page 160, Public Records of Hillsborough County, Florida.
12. Easement to Tampa Electric Company recorded in O.R. Instrument #2020019320, Public Records of Hillsborough County, Florida.

EXHIBIT "C"
Use Restrictions

Hillsborough Document #2015295099 (Book 23442, Pages 307-320) dated 7-23-2015 Paragraph 4.2 So long as Wawa Lease shall remain in effect and Parcel B is being used for a convenience food store and fuel dispensing facility, it is expressly agreed that neither all nor any portion of Parcel A shall be used directly or indirectly for any one or more of the following purposes: a convenience food store, coffee store, doughnut store, sandwich store, drug store fuel dispensing facility or any combination of such uses (the "Use Restrictions"). The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store including but not limited to, the type of store operated by Wawa, Sheetz, 7-Eleven, Turkey Hill, Hess, QuickCheck, Royal Farms, Circle K, Exxon-Mobil, (On the Run), Race Trac, or Hess Express. The term "coffee store" means a store primarily engaged in the sale of coffee and related coffee drinks, including without limitation Starbucks, Seattle's Best, Einstein's, Caribou Café, Buck-County-Coffee, or Barnie's Coffee and Tea Company. The term "donut store" means a store primarily engaged in the sale of donuts or pasties, including without limitation, Dunkin Donuts or Krispy Kreme. The term "sandwich store" means a store that is primarily engaged in the sale of hot or cold sandwiches for on-site or off-site consumption, including without limitation, Subway, Blimpie's, Quizno's, Panera, Cusi, Pita Pit, Jimmy John's, Firehouse Subs or McDonalds. The term "drug store" means any store generally recognized by the retail industry as being a drug store, including but not limited to the type of store operated by CVS, Rite Aid, or Walgreens. The term "fuel dispensing facility" means a fuel service station, including a self-service station..

Hillsborough Document #2016128868 (Book 23985, Pages 1754-1759) dated 3-31-2016 Paragraph 2 Addition; Parcel A (WAWA) Restrictions: Section 4.2 of the REA is hereby amended to add the following at the end of such section: "Notwithstanding anything contained herein to the contrary, the operation of a prototypical Burger King restaurant on Parcel A is permitted and shall not be a violation of this agreement, including without limitation the restrictions set forth in this Section 4.2."

Hillsborough Document #2016147393 (Book 24015, Pages 781-787) dated 3-21-2016 (Burger King Memorandum of Lease) Paragraph 4 Exclusivity. So as long as Tenant (Burger King) is not in default hereunder beyond any applicable notice and cure period and so as long as Tenant is open and operating as a Burger King restaurant (subject to temporary closures due to casualty, condemnation, or permitted alterations), Landlord covenants and agrees that during the Term, no part of the Shopping Center, except for the Premises, shall be used for the operation of any other quick service restaurant for which the sale of hamburgers comprises twenty percent (20%) or more of the menu items of such restaurant (excluding sides, deserts, and drinks) including specifically and without limitation, McDonalds, Wendy's, Culver's, Rally's, Hardees, Krystal, White Castle, Steak 'N Shake.



Received
11/19/2020
Development Services

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: 7430 E. Hillsborough Ave City/State/Zip: Tampa, FL 33610 TWN-RN-SEC: 35/28/19
Folio(s): 040317-0154 Zoning: PD Future Land Use: CMU-12 Property Size: 1.1 Acre

Property Owner Information

Name: BA Properties PO, LLC Daytime Phone: 407-230-4315
Address: 1331 Marble Crest Way City/State/Zip: Winter Garden, FL 34787
Email: cbollo@aol.com FAX Number: _____

Applicant Information

Name: Carol Bollo Daytime Phone: 407-230-4315
Address: 1331 Marble Crest Way City/State/Zip: Winter Garden, FL 34787
Email: cbollo@aol.com FAX Number: _____

Applicant's Representative (if different than above)

Name: GARY ABRIOLA, Esquire Daytime Phone: 561-414-4130
Address: 1737 Dogwood Forest Way City / State/Zip: LAKE MARY, FL 32746
Email: lakemarygary@aol.com 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.

Carol Bollo
Signature of Applicant

Carol Bollo
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 of Property Owner

Type or Print Name

Intake Staff Signature: Ana Lizardo

Office Use Only

Intake Date: 11/19/2020

Case Number: 21-0118

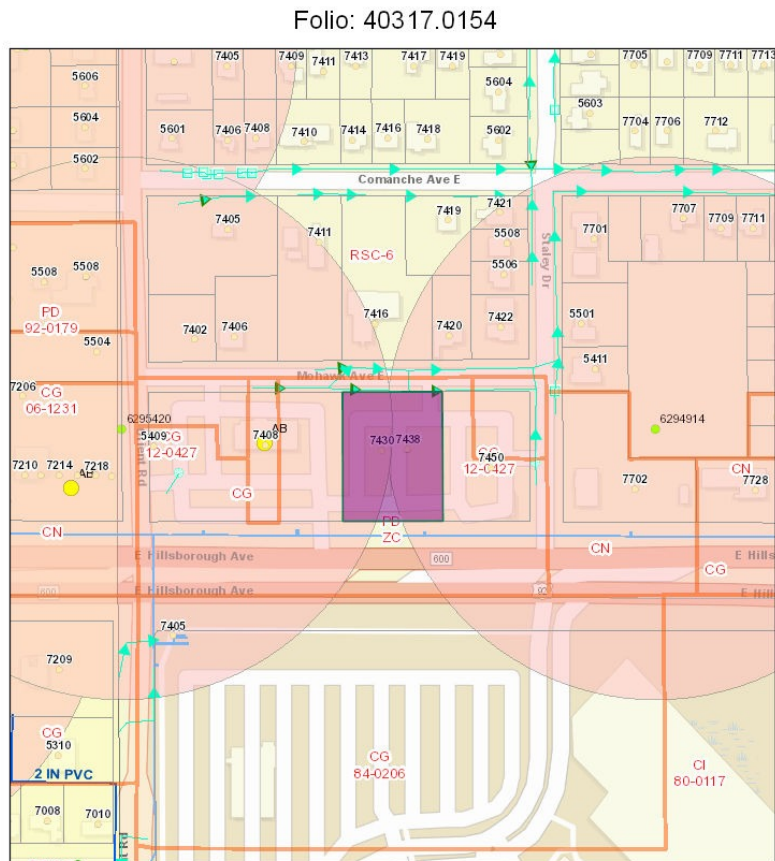
Public Hearing Date: 01/25/2021

Receipt Number: 21-0118



PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	ZC
ZC	92-0214
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0380J
FIRM Panel	12057C0380J
Suffix	J
Effective Date	Fri Sep 27 2013
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120376C
County Wide Planning Area	East Lake Orient Park
Community Base Planning Area	East Lake Orient Park
Planned Development	PD
Re-zoning	null
Census Data	Tract: 010402 Block: 3074
Future Landuse	CMU-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	Outside 140 MPH Area
Aviation Authority Height Restrictions	90' AMSL
Aviation Authority	Landfill Notification Area
Competitive Sites	NO
Redevelopment Area	NO



November 19, 2020

1:2,266
0 0.02 0.04 0.07 mi
0 0.03 0.06 0.12 km

PD, Hillsborough County - Public Works - Geomatics - Streets & Addresses, EID

Hillsborough County Florida

Folio: 40317.0154
PIN: U-35-28-19-A84-000000-00002.0
BA PROPERTIES PO LLC
Mailing Address:
 1331 MARBLE CREST WAY
 WINTER GARDEN, FL 34787-4657
Site Address:
 7430 E HILLSBOROUGH AVE
 TAMPA, FL 33610
SEC-TWN-RNG: 35-28-19
Acreage: 1.01023996
Market Value: \$808,262.00
Landuse Code: 2201 COMM./OFFICE

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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.

21-0118

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