



LAND USE HEARING OFFICER VARIANCE REPORT

APPLICATION NUMBER: VAR 21-0247	
LUHO HEARING DATE: May 24, 2021	CASE REVIEWER: Ryan Joyce

REQUEST: The applicant is requesting a variance from the 30-foot Wetland Conservation Area setback requirement, Section 4.01.07B of the Land Development Code (LDC). The applicant’s specific request, as shown on the site plan submitted on April 04, 2021, is to allow for after-the-fact installation of pavement within the 30- foot Wetland Conservation Area setback.

SUMMARY OF VARIANCE(S):

Wetland Setback

- 1) Per LDC Sec. 4.01.07.B.4, no filling, excavating or placement of permanent structures or other impervious surfaces shall be allowed within a required 30-foot wetland conservation area setback. The applicant requests installation of pavement within the 30-foot wetland conservation area setback. The applicant requests a 29-foot reduction of the setback to allow for a setback of 1 foot.

Findings

- 1) This is an after the fact request. Encroachment is existing pavement that was put in place approximately 20 years ago.


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.

Approval of this variance petition by Hillsborough County does not constitute a guarantee that the Environmental Protection Commission of Hillsborough County (EPC) approvals/permits necessary for the development as proposed will be issued, does not itself serve to justify any impact to wetlands, and does not grant any implied or vested environmental approvals.

The Development Services Natural Resources Section has no objections with the result contingent upon the Land Use Hearing Officer’s acceptance and referral to the submitted site plan.

Attachments: Site Plan

ADMINISTRATOR'S SIGN-OFF




**Hillsborough
County Florida**
Development Services

601 E. Kennedy Blvd., 19th Floor | (813) 272 5600

Additional / Revised Information Sheet

Received Apr 2, 2021
Development Services

Date Stamp Here

Application Number: VAR 21-0247 Applicant's Name: Cheryl C. Kilcoyne

Reviewing Planner's Name: Colleen Marshall Date: 04/01/2021

Application Type:

- Planned Development (PD)
 Minor Modification/Personal Appearance (PRS)
 Standard Rezoning (RZ)
 Variance (VAR)
 Development of Regional Impact (DRI)
 Major Modification (MM)
 Special Use (SU)
 Conditional Use (CU)
 Other _____

Current Hearing Date (if applicable): 04/26/2021

The following must be attached to this Sheet.

Cover Letter with summary of the changes and/or additional information provided. If a revised Site Plan is being submitted, all changes on the site plan must be listed in detail in the Cover Letter.

An updated Project Narrative consistent with the changes or additional information provided, if applicable.

Submittal Via:

Email (Preferred). Note that no follow up paper file is necessary. Pdf format only. Maximum attachment(s) size is 15 MB.

Email this sheet along all the additional/revised submittal items in pdf to: ZoningIntake-DSD@hcfllgov.net

Mail or delivery. Number of Plans Submitted: Large _____ Small _____

For PD, MM, PRS and SU: 7 large copies 24"X36", one small 8.5X11".
 For RZ-Standard: if plot plan is larger than 8.5"X11", 7 large copies should be submitted.
 For Minor Change: 6 large copies.
 For Variances or Conditional Use permits: one 8.5"X11" or larger)

Mail to:
 Development Services Department
 Community Development Division
 P.O. Box 1110
 Tampa, FL 33601-1110

Hand Deliver to:
 County Center
 Development Services Department
 19th Floor
 601 E. Kennedy Blvd., Tampa

I certify that changes described above are the only changes that have been made to the submission. Any further changes will require an additional submission and certification.

Christopher S. McNeal

Digitally signed by Christopher S. McNeal
 DN: C=US, E=cmoneal@mcnealengineering.com, O="McNeal
 Engineering, Inc.", CN=Christopher S. McNeal
 Location: For Review & Permitting
 Reason: I have reviewed this document
 Date: 2021.04.01 17:36:56-04'00'

04/01/2021

Signature

Date

FOR OFFICE USE ONLY

- Notification E-Mail Sent
 Scanned into OPTIX
 Transmittal Completed

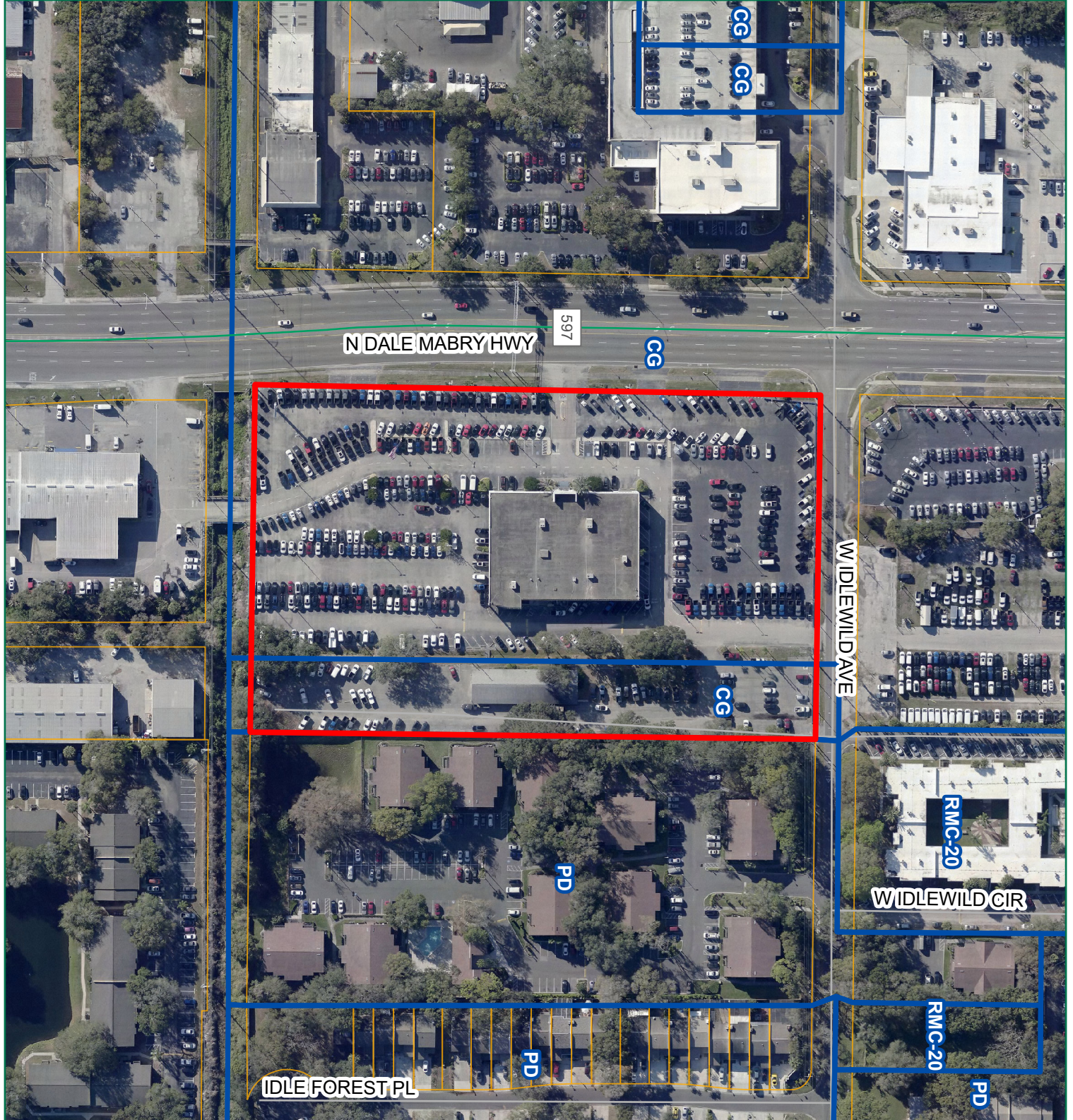
In-Take Completed by: _____



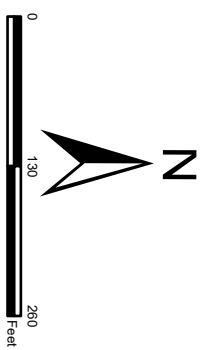
Immediate Aerial Zoning Map

VAR 21-0247

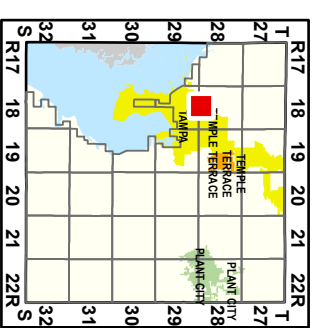
Folio: 29247.0000, 29248.0000



- Application Site
- Zoning Boundary
- Parcels



STR: 33-28-18



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, including but not limited to, the accuracy, reliability, or completeness of the information contained on this map.

SOURCE: This map has been prepared for the purpose of recording deed, plat, and other AVM/ADL 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: 01/08/2021 Path: G:\ZONING\GIS\DATA\Zoning_Site.aprx



**Hillsborough
County Florida**
Development Services

601 E. Kennedy Blvd., 19th Floor | (813) 272 5600

Additional / Revised Information Sheet

Received Apr 2, 2021
Development Services

Date Stamp Here

Application Number: VAR 21-0247 Applicant's Name: Cheryl C. Kilcoyne

Reviewing Planner's Name: Colleen Marshall Date: 04/01/2021

Application Type:

- Planned Development (PD) Minor Modification/Personal Appearance (PRS) Standard Rezoning (RZ)
 Variance (VAR) Development of Regional Impact (DRI) Major Modification (MM)
 Special Use (SU) Conditional Use (CU) Other _____

Current Hearing Date (if applicable): 04/26/2021

The following must be attached to this Sheet.

Cover Letter with summary of the changes and/or additional information provided. If a revised Site Plan is being submitted, all changes on the site plan must be listed in detail in the Cover Letter.

An updated Project Narrative consistent with the changes or additional information provided, if applicable.

Submittal Via:

Email (Preferred). Note that no follow up paper file is necessary. Pdf format only. Maximum attachment(s) size is 15 MB.

Email this sheet along all the additional/revised submittal items in pdf to: ZoningIntake-DSD@hcfllgov.net

Mail or delivery. Number of Plans Submitted: Large _____ Small _____

For PD, MM, PRS and SU: 7 large copies 24"X36", one small 8.5X11".
 For RZ-Standard: if plot plan is larger than 8.5"X11", 7 large copies should be submitted.
 For Minor Change: 6 large copies.
 For Variances or Conditional Use permits: one 8.5"X11" or larger)

Mail to:
 Development Services Department
 Community Development Division
 P.O. Box 1110
 Tampa, FL 33601-1110

Hand Deliver to:
 County Center
 Development Services Department
 19th Floor
 601 E. Kennedy Blvd., Tampa

I certify that changes described above are the only changes that have been made to the submission. Any further changes will require an additional submission and certification.

Christopher S. McNeal

Digitally signed by Christopher S. McNeal
 DN: C=US, E=cmoneal@mcnealengineering.com, O="McNeal
 Engineering, Inc.", CN=Christopher S. McNeal
 Location: For Review & Permitting
 Reason: I have reviewed this document
 Date: 2021.04.01 17:36:56-04'00'

04/01/2021

Signature

Date

FOR OFFICE USE ONLY

- Notification E-Mail Sent Scanned into OPTIX
 Transmittal Completed

In-Take Completed by: _____

Application Number: _____

ATTACHMENT A - TO BE COMPLETED FOR ALL WETLAND SETBACK VARIANCE REQUESTS

MEMORANDUM

To: Land Use Application Intake and Review Staff, Planning and Growth Management
From: Natural Resources Section Staff, Transportation & Land Development Review Division
Subject: **Request for a Variance to a Wetland Setback**

A preliminary review of the request for a variance to the wetland setback for folio number _____ has been conducted by Planning & Growth Management (PGM)-Natural Resources Section staff. As a result of this review it has been determined that a variance application must be filed to achieve compliance with Article 4.0 of the Land Development Code. The decision concerning this application will be determined by the Land Use Hearing Officer (LUHO) fifteen (15) business days following the public hearing.

In order for this application to be processed, all applicable fees must be paid at the time of filing.

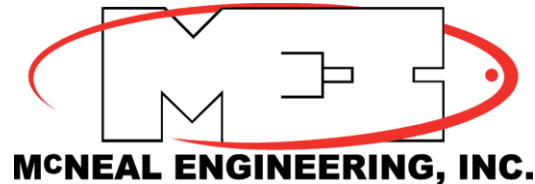
Additional Submittal Requirements:

- Any correspondence from other jurisdictional agencies pertinent to the request.
- Scaled tree survey identifying trees 5 inches DBH (trunk diameter at 4 ½ feet above grade) located within that portion of the setback for proposed encroachment and within 30 feet from the boundaries of the proposed encroachment.
- Site Plan Requirements (must be to scale):
 - Official EPC accepted wetland survey. A signed EPC accepted survey of the wetland line must be provided unless the property is a platted subdivision lot with an official date of recording 5 years or less from the date of this application.
 - Pertinent wetland setback line (i.e. 30 feet or 50 feet) clearly identified.
 - A cross-section of the wetland setback area identifying proposed impervious and pervious improvements, existing grade elevations, proposed finished grade elevations & any special design (i.e. stemwalls or retaining walls) to minimize encroachments into the setback.
 - Label each area of wetland setback impervious encroachment, providing the depth and widths of the encroachment and from these dimensions calculate the **actual encroachment square footage area**.
 - Submit a Wetland Setback Encroachment Compensation Planting Plan meeting the criteria of the PGM's and EPC's Wetland Setback Encroachment Vegetation Compensation Guidelines if the impervious and/or pervious encroachment square footage area is 500 square feet or more. However, for residential lots a Compensation Planting Plan must be submitted if the impervious/pervious encroachment square footage area is more than 500 square feet or 10% or greater than the total square footage area of the property's wetland setback whichever is less.
 - Provide a narrative for justification of the encroachment.
 - Show the compensation area and label the square footage of the compensation area.
 - Identify vegetative cover type within the wetland setback.

Preliminary Review and Site Plan Sufficiency Check Conducted By: _____

Specific Variance Requested: _____

Revised 07/02/2014



Hillsborough County Planning
& Growth Management
601 E. Kennedy Blvd., 20th FL
Tampa, FL 33602

Re: **BILL CURRIE FORD**
5815 N Dale Mabry Hwy and
3710 W Idlewild Ave
Hillsborough County
Folio #'s 29247-0000 & 29248-0000

MEI File # 20-005
April 1, 2021

VARIANCE CRITERIA RESPONSE NARRATIVE (REVISED)

Please accept the following responses for your consideration during review of our Variance request(s).

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?

Response: The Bill Currie Ford dealership has been located at this address since 1972. It is currently owned and operated by the third generation of the Bill Currie family. There is one owner directly adjacent to the site that is not associated with the dealership. That is the apartment complex to the east. This complex was developed in 2005. Based upon research of historical aerials, the buffer along the south property line adjacent to the drainage ditch (i.e. wetland) has been in existence for at least 25 years.

Approximately 20 years ago, the original retail and service center building(s) were demolished and replaced with the existing (and current) retail center. The buffering along the south side remained the same. This request is to reduce the wetland setback requirement as stated in the LDC from 30 feet to 1 foot (approximately the property line). Imposing a 30-foot wetland setback for this site will negatively impact the sales display area and operation of this longstanding Tampa Dealership with no benefit to the community.

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.

Response: There is a minimal wetland setback provided today along the north side of the ditch located (aka south side of the project site). It has been in this condition for at least 20 years. Imposing the 30 feet setback for this site will negatively impact this historical Tampa Dealership operationally and financially with no benefit to the community.

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

Response: The requested variance will not interfere with or injure the rights of others because this wetland setback reduction is solely between two parcels with common ownership which are separated with an FDOT drainage ditch.

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*).

Response: This variance request will allow the existing use of the property to continue by providing reasonable use of the land in a manner that is consistent with the historical property use and as such will not impose nor interfere with others.

Zoning Department
BILL CURRIE FORD
MEI File #20-005
April 1, 2021
Page 2 of 2

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.

Response: All indications are that this site was originally constructed, prior to implementation of the current LDC requirements. As such, this is not a self-imposed hardship, but rather documentation of a longstanding condition.

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 failure to grant variance.

Response: The variance request documents a longstanding condition that has been in existence for at least 25 years. This condition has no negative impact on the public or community. It is our opinion, the hardship created by imposing a 30-foot wetland setback from a drainage ditch would be unjust to this longstanding dealership which has been an asset to the community which it serves.

Prepared by
Andrew M O'Malley, Esquire
Carey, O'Malley, Whitaker & Manson, P A
712 South Oregon Avenue
Tampa, Florida 33606

5. CONSIDERATION

Good and valuable consideration plus the sum of Ten Dollars (\$10 00) received by me from you

6. CONVEYANCE OF REAL PROPERTY

For the consideration described in ¶ 5, I have granted, bargained and sold to you my entire undivided one-quarter (1/4) interest in the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever

7. SPECIAL WARRANTY

I do hereby warrant title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through or under me except for covenants, reservations, restrictions and easements of record if any and taxes subsequent to December 31, 1999

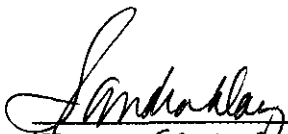
8. NOT HOMESTEAD


I represent and warrant that the Real Property is neither the homestead or residence of myself or a member of my family, nor is the Real Property adjacent to the homestead or residence of myself or a member of my family

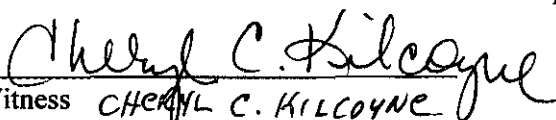
9. EXECUTION

I have executed this instrument on April 19, 1999

Gladys H Pattishall Castro, as trustee of the Gladys H Pattishall Castro Revocable Trust, under Trust Agreement dated October 12, 1993


Witness SANDRA DAY


Gladys Pattishall Castro, Trustee
By Cheryl ~~Draper~~, Attorney-in-Fact
A. Pattishall 4/19/99

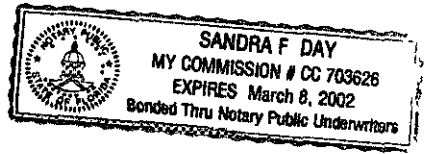

Witness CHERYL C. KILCOYNE

The foregoing instrument was acknowledged before me this 19th day of April, 1999 by Cheryl P Draper, as Attorney-in-Fact for Gladys Pattishall Castro, Trustee

Sandra Day
Print, Type of Stamp Name of Notary

SEAL

Personally known ✓
or Produced Identification _____
Type of Identification Produced _____



- PARCEL A: That part of the West 1/4 of the NE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 18 East, Hillsborough County, Florida, lying East of the Easterly right-of-way line of Dale Mabry Highway (State Road #597), South of the Southerly right-of-way line of Idlewild Avenue, and North of the Northerly right-of-way line of a S.R.D Drainage right-of-way.
- PARCEL B: That part of the West 1/4 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 18 East, lying Northerly and Easterly of the Easterly right-of-way line of State Road #597 and State Road #600 as said right-of-way was taken by Judgement recorded in Official Record Book 1003, Page 344, under Parcel No. 30 of Eminent Domain Proceedings, Case No. 40319-L, less rights-of-way for outfall or drainage ditches and canals off the North side thereof and the East side thereof as deeded to the State of Florida, as recorded in Deed Book 1065 Page 108, and taken by Judgment recorded in Official Record Book 1003 Page 344, under Parcel No 61 of Eminent Domain Proceedings, Case No 40319-L.
- PARCEL C: That part of the West 1/9 of the East 3/4 of the SE 1/4 of the SE 1/4 of Section 33, Township 28 South, Range 18 East, lying Northerly and Easterly of the Easterly right-of-way line of State Road #597 and State Road #600 as said right-of-way was taken by Judgment recorded in Official Record Book 1003, Page 344, under Parcel No 30 of Eminent Domain Proceedings, Case #40319-L, less right-of-way for outfall or drainage ditch and canal off the North side thereof deeded to the State of Florida recorded in Deed Book 1065 on Page 108.

423,000.00

This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and for assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 15th day of January A. D. 19 85

Between, William E. Hartland, Jr. and Cynthia Jo Hartland,
his wife

of the County of Hillsborough in the State of Florida
party of the first part, and

Kessel Evans, W.E. Currie, III, and Currie Investments, Inc., as
5815 N. Dale Mabry Hwy., Tampa, FL Tenants in
Common.

of the County of Hillsborough in the State of Florida
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Hillsborough, State of Florida, to wit:

That portion of the South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4, of Section 33, Township 28 South, Range 18 East, Hillsborough County, Florida, more fully described as follows:

Beginning at the Northwest corner of the South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4 of said Section 33, thence East along the said North line of the South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4, of Section 33, a distance of 92.26 feet; thence South 0° 26' 40" East, a distance of 679.13 feet, to the North line of a 30.00 foot right-of-way CANAL per Deed Book 1065, Page 348; thence South 89° 25' 15" West along the said North line a distance of 91.86 feet; thence North 0° 28' 40" West along the West line of said South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4, of said Section 33 a distance of 680.11 feet to the Point of Beginning.

THIS IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

2503679
CODES TIME 01 54P
101 0006 16JAB66
RECORDED 002343 B
CK 1.912.50

PREPARED BY & RETURN TO
BRAMER, HABER, McDONALD, KRUG
BERMAN & SILVERMAN, P.A.
ATTORNEYS AT LAW
1311 NORTH CHURCH AVENUE
TAMPA, FL 33607

INT TAX
SURTAX
DOC STIP 1903.50
REC FEE 9.00
ACC NUM 1
TOL DUE 1912.50
REC CLK L.C.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

[Signatures of witnesses]

[Signature of William E. Hartland, Jr.]
William E. Hartland, Jr.
[Signature of Cynthia Jo Hartland]
Cynthia Jo Hartland

JAMES F. JAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

21-0247

State of Florida

REG. 4485 106

County of Hillsborough

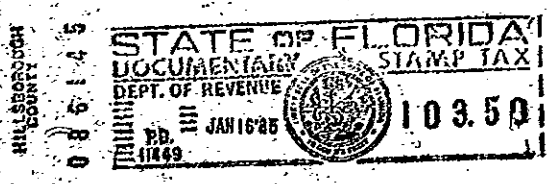
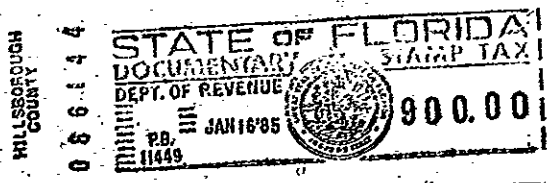
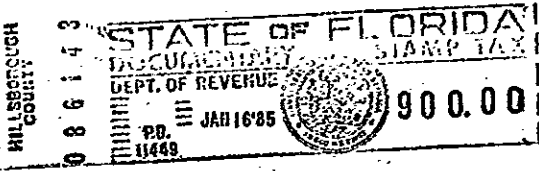
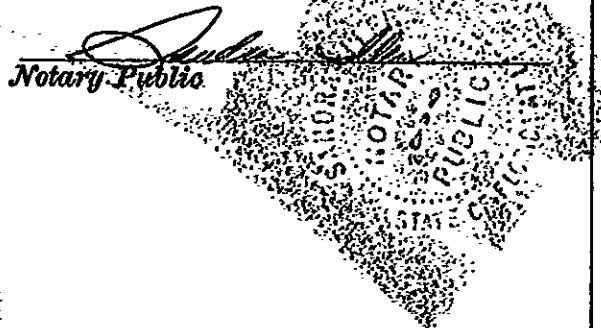
I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

William E. Hartland, Jr. and Cynthia Jo Hartland

to me well known and known to me to be the individual described in and who executed the foregoing deed, and they each acknowledged before me that each executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at County of Hillsborough, and State of Florida, this 15th day of January, A. D. 1985

My Commission Expires Aug. 18, 1985



Warranty deed
TO
Date
ABSTRACT OF DESCRIPTION

THIS INDENTURE, Made this 1st day of December, 1986

by and between KESSEL EVANS (a/k/a KESSEL H. EVANS),

of the County of Hillsborough, in the State of Florida,

party of the first part, and W. E. CURRIE, III, and CURRIE INVESTMENTS, INC., a Florida corporation, a one-half (1/2) interest each as tenants in common,

whose post office address is: 5815 N. Dale Mabry Highway, Tampa, of the County of Hillsborough, in the State of Florida 33614, parties of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten and No/100 (\$10.00) - - - - - Dollars, and other valuable considerations, lawful money of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the said parties of the second part, their / successors, heirs and assigns forever, all of the following described land in Hillsborough County, Florida, to-wit:

Party of the first part's one-third (1/3) interest as tenant in common in the following-described property:

That portion of the South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4, of Section 33, Township 28 South, Range 18 East, Hillsborough County, Florida, more fully described as follows:

Beginning at the Northwest corner of the South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4 of said Section 33, thence East along the said North line of the South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4, of Section 33, a distance of 92.26 feet; thence South 0° 26' 40" East, a distance of 679.13 feet, to the North line of a 30.00 foot right-of-way CANAL per Deed Book 1065, Page 348; thence South 89° 25' 15" West along the said North line a distance of 91.86 feet; thence North 0° 28' 40" West along the West line of said South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4, of said Section 33 a distance of 680.11 feet to the Point of Beginning.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF GRANTOR.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said parties of the second part, their / successors, heirs and assigns, in fee simple forever.

And the said party of the first part does hereby covenant with the said parties of the second part that said described property is free from all liens and encumbrances except taxes and assessments for 1986 and subsequent years, easements of record, and the following mortgages, which parties of the second part hereby assume and agree to pay: (1) Mortgage dated Aug. 31, 1979, recorded Sept. 24, 1979 in O.R. Book 3567, pg. 1372; (2) Mortgage dated Oct. 1, 1979, recorded Oct. 15, 1979 in O.R. Book 3577, pg. 90; and (3) Mortgage dated March 2, 1981, recorded March 3, 1981 in O.R. Book 3774, pg. 1205.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has executed this deed under seal on the date aforesaid.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature] (SEAL)
KESSEL EVANS
(a/k/a KESSEL H. EVANS) (SEAL)

[Signature]

(SEAL)

This Instrument prepared by:
John C. Vogt, Jr., Atty.
406 N. Morgan St.
Tampa, FL 33602

RICHARD L. AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

Documentary Tax Pd. \$ 108.50
Intangible Tax Pd. \$ 0.00
Richard L. Ake, Clerk Hillsborough County
By: *[Signature]* Deputy Clerk

1986 DEC 19 PM 3:33
86286831

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

I HEREBY CERTIFY, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

KESSEL EVANS (a/k/a KESSEL H. EVANS),

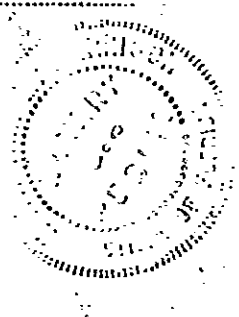
to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of December A. D. 19 86.

Kathleen M. Harris
Notary Public, State of Florida at Large

My Commission Expires:.....

Notary Public, State of Florida at Large
My Commission Expires Sept. 28, 1990



Warranty Deed

TO:

Return to:

John C. Vogt, Jr., Atty.
406 N. Morgan St.
Tampa, FL 33602

18883

030 3100 1

Return to: Name: John C. Vogt, Jr., Atty. ✓
111 S. Parker St., #102
Address: Tampa, FL 33606

OFF. REC. 7390 1107

2
K
SS

This Instrument Prepared by:
Address: John C. Vogt, Jr., Atty.
111 S. Parker St., #102
Tampa, FL 33606

Documentary Tax Pd - F.S. 201.02 \$ 1382.50
Documentary Tax Pd - F.S. 201.08 \$
Intangible Tax Pd - F.S. 199 \$
Richard Ake, Clerk Hillsborough County
By: J. Ake Deputy Clerk

Property Appraisers Folio Number(s):
Grantee(s) S.S. #(s):

WARRANTY DEED

THIS INDENTURE, Made this 13th day of April, 1994, by and between W. E. CURRIE, III,

of the County of Hillsborough, in the State of Florida, party of the first part, and
W. E. CURRIE, JR.,
whose post office address is: 5815 N. Dale Mabry Highway, Tampa, FL 33614,
of the County of Hillsborough, in the State of Florida,
party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten and
No/100 (\$10.00) - - - - - Dollars,
and other valuable considerations, lawful money of the United States of America, to him in hand paid by
the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold
and conveyed to the said party of the second part, his heirs and assigns forever, all of the
following described land in Hillsborough County, Florida, to-wit:

All of party of the first part's interest, being a one-half (1/2)
undivided interest, in the following described property:

(SEE ATTACHED APPENDIX A)

THIS IS NOT THE HOMESTEAD PROPERTY OF PARTY OF THE FIRST PART.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said party of the second part,
his heirs and assigns, in fee simple forever.

And the said party of the first part do es hereby covenant with the said part of the second part that said described
property is free from all liens and encumbrances, except for taxes and assessments for
1994 and subsequent years, easements and restrictions of record, if
any, and subject to existing mortgages.

And the said party of the first part do es hereby fully warrant the title to said land, and will defend the same
against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part ha s executed this deed under seal on the date aforesaid.
Signed, sealed and delivered in the presence of:

Edgar J. Bunch, Jr.
Witness Signature (as to first Grantor)
Printed Name

W. E. Currie III (Seal)
Grantor Signature
W. E. CURRIE, III
Printed Name

John C. Vogt, Jr.
Witness Signature (as to first Grantor)
Printed Name

5815 N. Dale Mabry Highway
Post Office Address
Tampa, FL 33614

Richard Ake
Witness Signature (as to second Grantor, if any)
Printed Name
RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

Grantor Signature (Seal)
Printed Name
Post Office Address

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of April,
19 94 by W. E. CURRIE, III, who is (seize) personally known to me or who has
produced (personally known) as identification and who did (did not) take an oath.

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JUNE 25, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITER

Katherine M. Goreth
Notary Signature
Katherine M. Goreth
Printed Notary Name

21-0247

1994 MAY 11 PM 1:57
94121503

APPENDIX A

That portion of the South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4, of Section 33, Township 28 South, Range 18 East, Hillsborough County, Florida, more fully described as follows:

Beginning at the Northwest corner of the South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4 of said Section 33, thence East along the said North line of the South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4, of Section 33, a distance of 92.26 feet; thence South $0^{\circ} 26' 40''$ East, a distance of 679.13 feet, to the North line of a 30.00 foot right-of-way CANAL per Deed Book 1065, Page 348; thence South $89^{\circ} 25' 15''$ West along the said North line a distance of 91.86 feet; thence North $0^{\circ} 28' 40''$ West along the West line of said South 710.00 feet of the East 3/4 of the Northeast 1/4, of the Southeast 1/4, of said Section 33 a distance of 680.11 feet to the Point of Beginning.



Received
12/28/2020
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: 5815 N Dale Mabry Hwy & 3710 W Idlewild Ave City/State/Zip: Tampa, FL 33614 TWN-RN-SEC: 33/28/18
29247-0000 &
Folio(s): 29248-0000 Zoning: CG Future Land Use: OC-20 Property Size: 6.5+/-

Property Owner Information

Cheryl C. Kilcoyne
Double E Land Company, LLC
Name: Currie Investments, Inc. Daytime Phone: 813-554-5300

Address: 2505 South Dundee City/State/Zip: Tampa, FL 33629

Email: jcb@billcurrie.com FAX Number: N/A

Cheryl C. Kilcoyne
Double E Land Company, LLC

Applicant Information

Name: Currie Investments, Inc. Daytime Phone: 813-554-5300

Address: 2505 South Dundee City/State/Zip: Tampa, FL 33629

Email: jcb@billcurrie.com FAX Number: N/A

Applicant's Representative (if different than above)

Christopher S. McNeal
McNeal Engineering, Inc.
15957 N Florida Avenue
Lutz, FL 33549
813-968-1081
permitting@mcnealengineering.com

Les D. Craft
Dealership Solutions, LLC
520 4th Street North, Suite 202
St. Petersburg, FL 33701
727-894-2150
les@dealership-solutions.com

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 of Applicant

Christopher S. McNeal, PE, as Agent
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

Christopher S. McNeal, PE, as Agent
Type or Print Name

Office Use Only

Intake Staff Signature: Ana Lizardo Intake Date: 12/28/2020

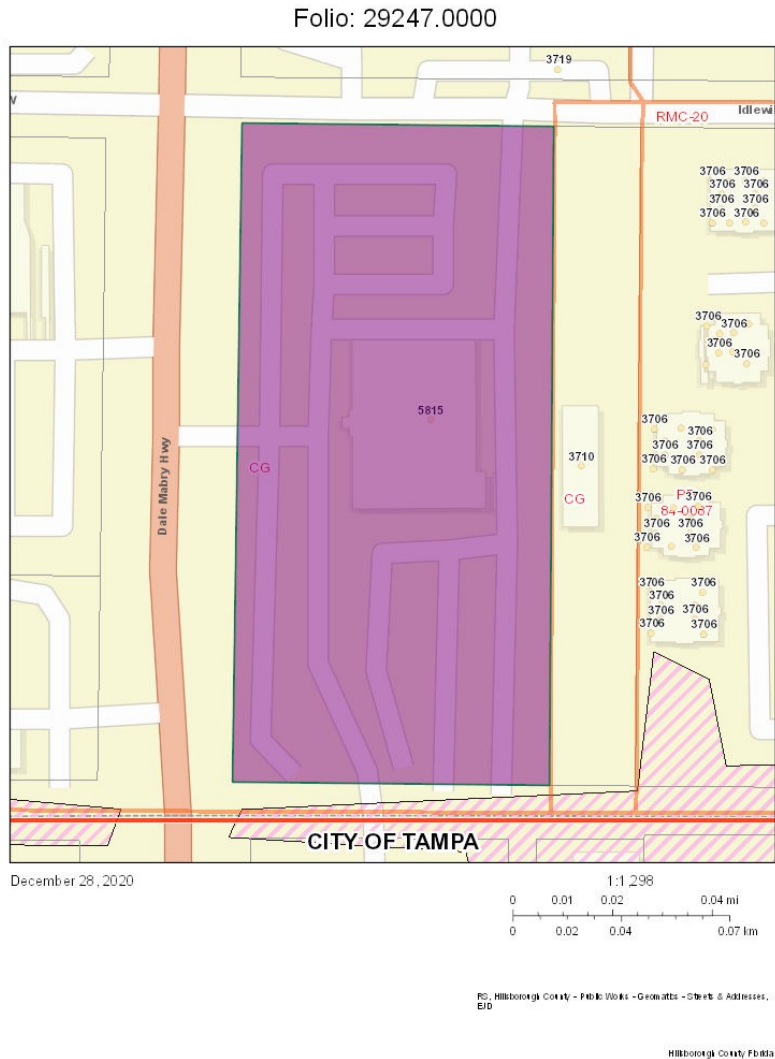
Case Number: 21-0247 Public Hearing Date: 02/22/2021

Receipt Number: 21-0247



PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Commercial/Office/Industr
Zoning	CG
Description	Commercial - General
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0332H
FIRM Panel	12057C0332H
Suffix	H
Effective Date	Thu Aug 28 2008
FIRM Panel	0194H
FIRM Panel	12057C0194H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120195D
County Wide Planning Area	Egypt Lake
Census Data	Tract: 011904 Block: 1003
Census Data	Tract: 011904 Block: 1002
Future Landuse	OC-20
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	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 10
Wind Borne Debris Area	140 MPH Area
Aviation Authority Height Restrictions	90' AMSL
Aviation Authority	Landfill Notification Area
Competitive Sites	NO
Redevelopment Area	NO



Folio: 29247.0000
PIN: U-33-28-18-ZZZ-000001-04560.0
DOUBLE E LAND COMPANY LLC
Mailing Address:
 2505 S DUNDEE ST
 TAMPA, FL 33629-6410
Site Address:
 5815 N DALE MABRY HWY
 TAMPA, FL 33614
SEC-TWN-RNG: 33-28-18
Acreage: 5.31420994
Market Value: \$6,375,243.00
Landuse Code: 2701 COMM./OFFICE

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

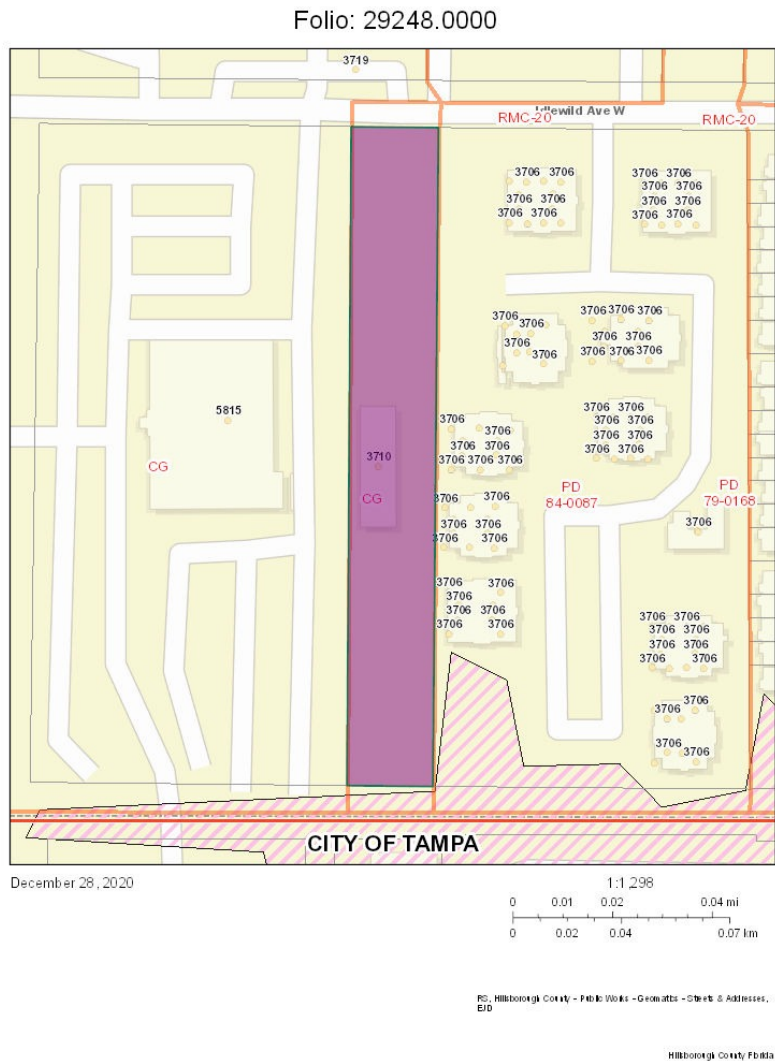
1. Any error, omissions, or inaccuracies in the information provided regardless of how caused.
2. Any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder.

21-0247



PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Commercial/Office/Industr
Zoning	CG
Description	Commercial - General
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0332H
FIRM Panel	12057C0332H
Suffix	H
Effective Date	Thu Aug 28 2008
FIRM Panel	0194H
FIRM Panel	12057C0194H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120195D
County Wide Planning Area	Egypt Lake
Census Data	Tract: 011904 Block: 1003
Census Data	Tract: 011904 Block: 1002
Future Landuse	OC-20
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	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHWEST
ROW/Transportation Impact Fee	ZONE 10
Wind Borne Debris Area	140 MPH Area
Aviation Authority Height Restrictions	90' AMSL
Aviation Authority	Landfill Notification Area
Competitive Sites	NO
Redevelopment Area	NO



Folio: 29248.0000
PIN: U-33-28-18-ZZZ-000001-04570.0
CHERYL CURRIE KILCOYNE
Mailing Address:
 2505 S DUNDEE ST
 TAMPA, FL 33629-6410
Site Address:
 3710 W IDLEWILD AVE
 TAMPA, FL 33614
SEC-TWN-RNG: 33-28-18
Acreage: 1.46371996
Market Value: \$609,463.00
Landuse Code: 2702 COMM./OFFICE

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

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

21-0247