Variance Application:

VAR 24-0278

LUHO Hearing Date:

February 26, 2024

Case Reviewer: Michelle Montalbano



Development Services Department

Applicant: John Aldrich Zoning: PD 05-1779 (PRS 16-1360)

Location: 3011 Christophers Watch Lane, Ruskin; Folio: 31920.0230

Request Summary:

The applicant is requesting a setback variance to accommodate an existing generator in the required side yard.

Requested Variances:			
LDC Section:	LDC Requirement:	Variance:	Result:
6.01.03.1.3	Mechanical equipment, including generators, may project three feet or no more than 50 percent of the required side yard(s), whichever is more restrictive. PD 05-1779 requires a minimum side yard setback of 5 feet. Therefore, a minimum 2.5-foot side yard setback is required for mechanical equipment.	8-inches	22-inch side yard setback for a generator

Findings:

The applicant applied for a Building Permit (HC-BTR-23-0166784) for the generator. During the inspection, staff discovered the generator was occupying the required side yard.

Zoning Administrator Sign Off:

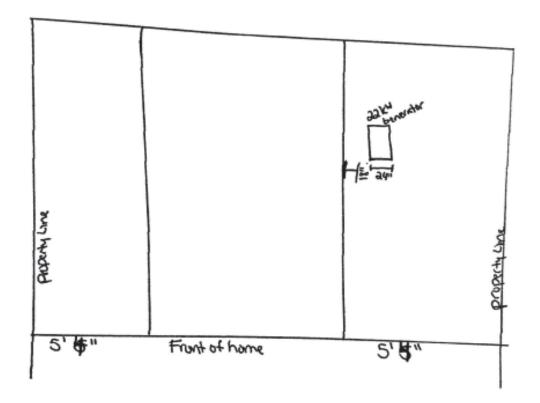
Colleen Marshall
Thu Feb. 8 2024 09:28:5

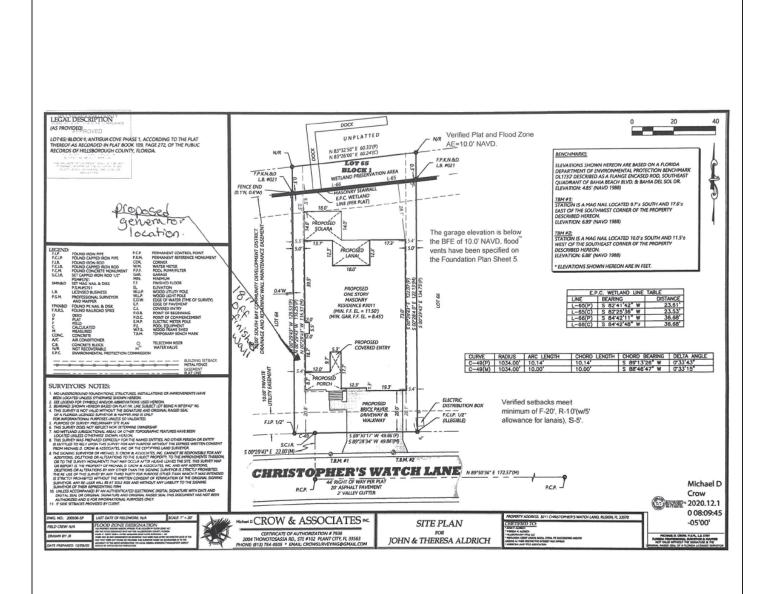
DISCLAIMER:

The variance(s) listed above is based on the information provided in the application by the applicant. Additional variances may be needed after the site has applied for development permits. The granting of these variances does not obviate the applicant or property owner from attaining all additional required approvals including but not limited to: subdivision or site development approvals and building permit approvals.

SURVEY/SITE PLAN

Address: 3011 Christophers Watch Ln. Rustin, Fl 33570 Permitt Hc-BTR-23-0166784 Explanation Drawing for page 8; 41. Folio Number: 031920-0230 Acerage: Q18









Project Description (Variance Request)

1.	In the space below describe the variance including any history and/or related facts that may be helpful in understanding the request. This explanation shall also specifically identify what is being requested (e.g. Variance of 10 feet from the required rear yard setback of 25 feet resulting in a rear yard of 15 feet). If additional space is needed, please attach extra pages to this application.
	Install an elevated Stand-By Generator on the East side of my house
2.	A Variance is requested from the following Section(s) of the Hillsborough County Land Development Code:
	I requested a variance to allow the generator beyond the 50% side set back as per Code Section 6.01.03.I.3
	Additional Information
1.	Have you been cited by Hillsborough County Code Enforcement?
2.	if yes, you must submit a copy of the Citation with this Application
	Do you have any other applications filed with Hillsborough County that are related to the subject property? No Yes If yes, please indicate the nature of the application and the case numbers assigned to the application (s):
3.	Is this a request for a wetland setback variance? No Yes If yes, you must complete the Wetland Setback Memorandum and all required information must be included with this Application Packet.
4.	Please indicate the existing or proposed utilities for the subject property:
5.	Public Water ' Public Wastewater Private Well Septic Tank Is the variance to allow a third lot on well or non-residential development with an intensity of three ERC's? No Yes If yes, you must submit a final determination of the "Water, Wastewater, and/or Reclaimed Water – Service Application Conditional Approval – Reservation of Capacity" prior to your public bearing.



	illsborough ounty Florida elopment Services
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Application No:	
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 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 only has a roughly 11 foot between the two houses in question which does not allow enough space to install the generator and keep within code. The neighbor and homeowner have agreed to give each other a two foot easement on each others property to allow access to both the generator and allow a 4 foot wide walkway for access to dock and pool equipment. 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 homeowner has a medial condition which requires to have consistance power. The generator will allow the medial equipment to opperate during exptend power losses. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose propert would be affected by allowance of the variance. The generator is complete on the home owners property and the neighor agreed to the placement and allowed an additional easement Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensi Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose). My neighbor (3009 Christophers Watch LD) and I have agreed to give each other a 2 foot Property Easement on each of our properties to allow access. If you take in consideration the additional 2 feet, the generator placement would be within the code. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from actions of the applicant, resulting in a self-imposed hardship. Explain how the situation sought to be relieved by the variance does not result from a actions of the applicant, res	4	County Florida Variance Criteria Response	
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Instrument #: 2020297637, Pg 1 of 3, 7/22/2020 12:00:45 PM DOC TAX PD(F.S. 201.02) \$1855.00, INT. TAX PD (F.S. 199) \$0.00, DOC TAX PD (F.S. 201.08) \$0.00, Deputy Clerk: RANKCROUM Pat Frank, Clerk of the Circuit Court Hillsborough County

Prepared by: Hillsborough Title, LLC Melinda Taylor 833 Cypress Village Blvd. Sun City Center, FL 33573 File No.: SSL20-77261

This Deed is prepared pursuant to the issuance of Title Insurance

GENERAL WARRANTY DEED

Made this June 30, 2020. A.D. by Glenn K. Dickman and Danita Dickman, Husband and Wife, whose address is: PO Box 128, Ruskin, FL 33575 hereinafter called the grantor, to John P Aldrich and Theresa M Aldrich, husband and wife, whose post office address is: 3011 Christophers Watch Ln, Ruskin, FL 33570-3050, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hillsborough County, Florida, viz:

Lot 65, Block 1, ANTIGUA COVE PHASE 1, according to plat thereof as recorded in Plat Book 109, Page 272, of the Public Records of Hillsborough County, Florida.

Parcel ID No.: 31920-0230

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the little to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to the current year.

Prepared by:
Hillsborough Title, LLC
Melinda Taylor
833 Cypress Village Blvd.
Sun City Center, FL 33573
incidental to the issuance of a title insurance policy
File No.: SSL20-77261

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

Signed and Sealed in Our Presence:

en la Dadgeron X lem

ness Printed Name: L/NIA BAYOCROW

Witness Photod Name: Marjoria Rockgers

PO Box 128 Ruskin, FL 33575

State of Florida County of Hillsborough

The foregoing instrument was executed and acknowledged before me this 30th of June, 2020, by means of _____ Physical Presence or ____ Online Notarization, by Glenn K. Dickman who is/are personally known to me or who has produced a valid driver's license as identification.

Mayone Rodges
Notary Public

My Commission Expires: Qun 15, 2023

(SEAL)

MARJORIE RODGERS
Notary Public-State of Florida
Commission # GG 291424
My Commission Expires
January 15, 2023

Prepared by:
Hillsborough Title, LLC
Melinda Taylor
833 Cypress Village Blvd.
Sun City Center, FL 33573
incidental to the issuance of a title insurance policy
File No.: SSL20-77261

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

Signed and Sealed in Our Presence:

Witness Printed Name: Melisa Collins

Witness Printed Name: Melisa Collins

Elizabeth Phis Ko

Witness Printed Name: Elizabeth Phis Ko

Ruskin, FL 33575

State of Flerida North Corolina
County of Hillsborough Transylvania

The foregoing instrument was executed and acknowledged before me this 30th of June, 2020, by means of Physical Presence or Online Noterization, by Danita Dickman who is/are personally known to me or who has produced a valid driver's license as Identification.

ELizabeth Phisko
Notary Public - North Carolina
Haywood County
My Commission Expires: June 12, 2022

(SEAL)





Property/Applicant/Owner Information Form

Application No: VAR 24-0278	Omcia	ii Use Only	
			Intake Date: 12/28/2023
Hearing(s) and type: Date: 02/26/2024	Туре:	LUHO	Receipt Number: 330559
Date:	Туре:		Intake Staff Signature: Koshia Rivas
	Property	Information	
Address:		City/State/Zip	Ruskin, FL 33570
Address: 3011 Christophers Watch Ln. O2-32-18 TWN-RN-SEC: 031920-0230	_Zoning:_	PDFuture	e Land Use: Property Size: 0.18acres
Pr	operty Ow	ner Informati	on
Name: John P Aldrich and Theresa M Ald			Daytime Phone
3011 Christophers Watch Ln.			Ruskin, FL 33570
laldrich@outlook com			Fax Number 863-594-1900
	Applican	t Information	
Name:			Daytime Phone
2011 Obd-1-1-1			Ruskin, FL 33570
Jaldrich@outlook.com			Fax Number 863-594-1900
Applicant's R	epresenta	tive (if differen	it than above)
9220 McIntosh Rd.		City/State/7in:	Dover, FI 33527
Accurate Flectric 19@gmail.com		_City/3tate/2ip	
Email:			Fax Number
I hereby swear or affirm that all the informat	tion	l harabu	number to the second of the second
provided in the submitted application packet		and reco	authorize the processing of this application ignize that the final action taken on this
and accurate, to the pest of my knowledge, a		Retition	shall be binding to the property as well as to
authorize the representative listed above			ent and any future owners.
to act on my behalf on this application.		W.	A
X			Shirisa acour
Sign we of the Applicant		Signature of	f the Owner(s) – (All parties on the deed must sign)
John Aldrich		John A	Aldrich and Theresa Aldrich
Type or print name		Type or prin	nt name

3 of 11

10/2023



PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	05-1779
Flood Zone:AE	BFE = 10.0 ft
FIRM Panel	0651H
FIRM Panel	12057C0651H
Suffix	Н
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	AE
Pre 2008 Firm Panel	1201120651D
County Wide Planning Area	Ruskin
Community Base Planning Area	SouthShore
Community Base Planning Area	Ruskin
Planned Development	PD
Re-zoning	null
Minor Changes	null
Major Modifications	07-1430,04-1067,03-1611, 98-0434
Personal Appearances	07-1429 WD,04-1655,05- 1003,95-0264,93-0416,13- 0375, 16-1360
Census Data	Tract: 014121 Block: 1034
Census Data	Tract: 014121 Block: 1037
Future Landuse	R-6
Future Landuse	R-6
Future Landuse	R-6
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Assessment District	Rural
Mobility Benefit District	4
Fire Impact Fee	South
Parks/Schools Impact Fee	SOUTH
ROW/Transportation Impact Fee	ZONE 9
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO
	-



Folio: 31920.0230 PIN: U-02-32-18-953-000001-00065.0 John P And Theresa M Aldrich Mailing Address: 3011 Christophers Watch Ln null Ruskin, Fl 33570-3050 Site Address:

3011 Christophers Watch Ln **Ruskin, Fl 33570**

SEC-TWN-RNG: 02-32-18 Acreage: 0.181219 Market Value: \$727,522.00 Landuse Code: 0100 Single Family

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.