



LAND USE HEARING OFFICER VARIANCE REPORT

☐

APPLICATION NUMBER: VAR 23-0304	
LUHO HEARING DATE: May 22, 2023	CASE REVIEWER: Carla Shelton, Tania Chapela

☐

REQUEST: The applicant is requesting setback variances to accommodate a proposed single-family dwelling on property zoned ASC-1.

VARIANCE(S):

Wetland Setback

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 the construction of a portion of a single-family residence within the 30-foot wetland conservation area setback. The applicant requests a 25-foot encroachment into the setback to allow for a remaining setback of 5 feet.

Front Yard Setback

Per LDC Section 6.01.01, the required minimum front yard setback for property zoned ASC-1 is 50 feet. The applicant requests a 25-foot reduction to the required front yard setback to allow a front setback of 25 feet from the east property line.

FINDINGS:

1. The subject parcel is zoned ASC-1, which requires a minimum lot size of one acre, one-fifth of which may consist of conservation or preservation areas that receive density credits under the Comprehensive Plan. The parcel is approximately 2.21 acres in size but comprised largely of submerged lands in Brandt Lake that do not receive density credits under the Plan. The non-submerged area is less than one acre in size. Therefore, the parcel does not meet the minimum lot size required in the ASC-1 district. Additionally, the parcel is served by a septic tank and located in a Wellhead Resource Protection Area, Zone 1 and does not meet the minimum lot size of one acre of upland required for a septic tank in the WRPA, Zone 1. However, the parcel has been certified as a Legal Nonconforming Lot per NCL 22-0676 that has been placed in the case record.
2. A wetland setback compensation planting plan has been provided on the site plan submitted on March 21, 2023, that provides equivalent square footage of compensation planting to the amount of encroachment.

DISCLAIMER:

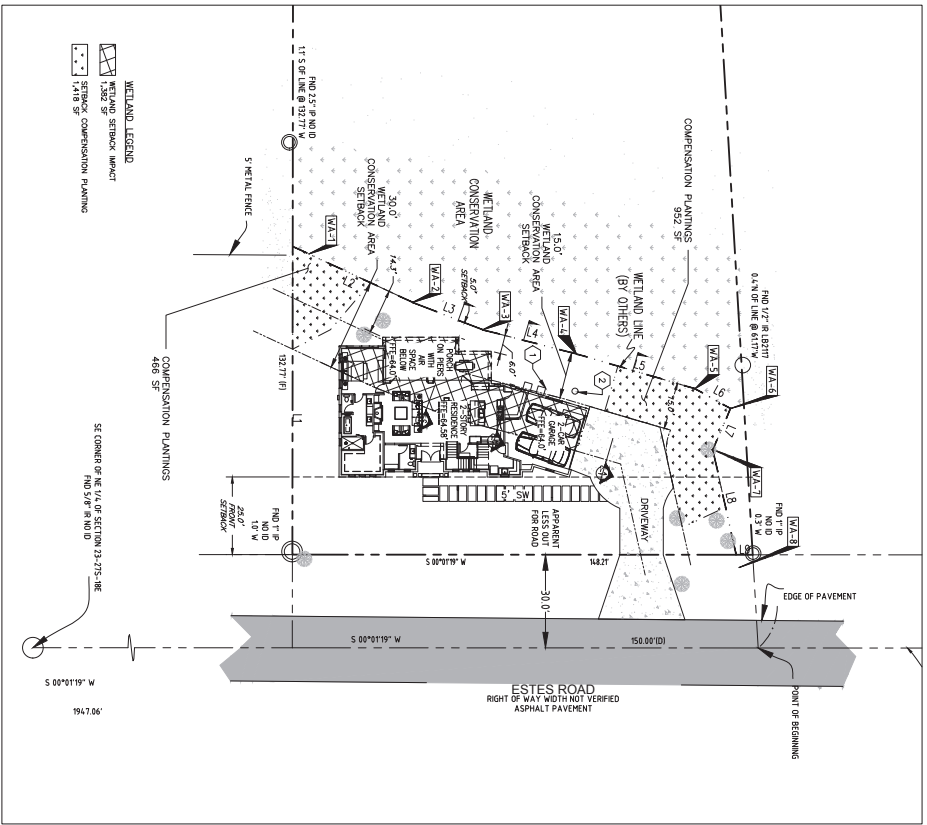
The variance listed above is based on the information provided in the application by the applicant. Additional variances may be needed after the site has applied for development permits. The granting of these variances does not obviate the applicant or property owner from attaining all additional required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

ADMINISTRATOR'S SIGN-OFF

A handwritten signature in black ink, appearing to read "Tom H. Gray". The signature is written in a cursive style. A faint watermark "Integrus Desktop" is visible behind the signature.

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Fri Apr 28 2023 16:57:16

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



WETLAND LINE TABLE

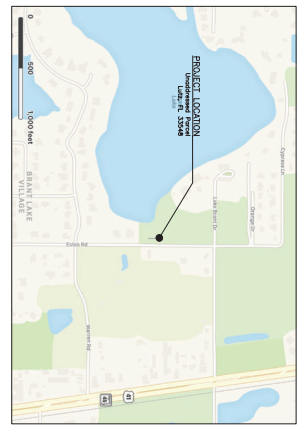
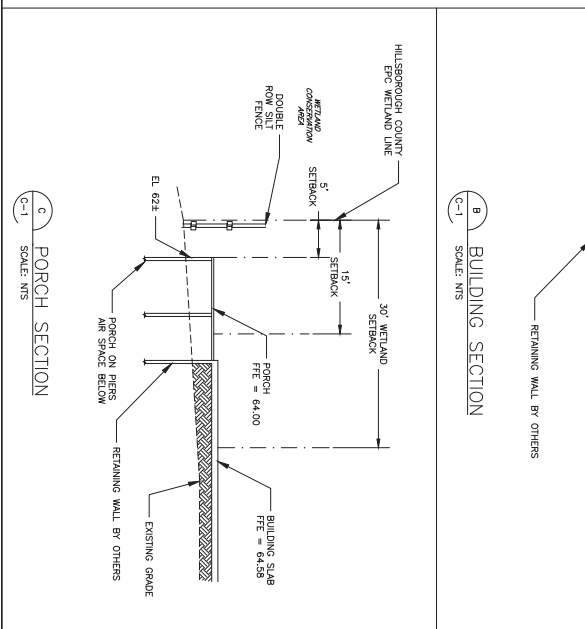
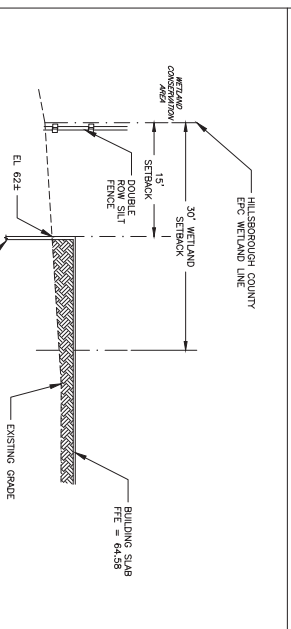
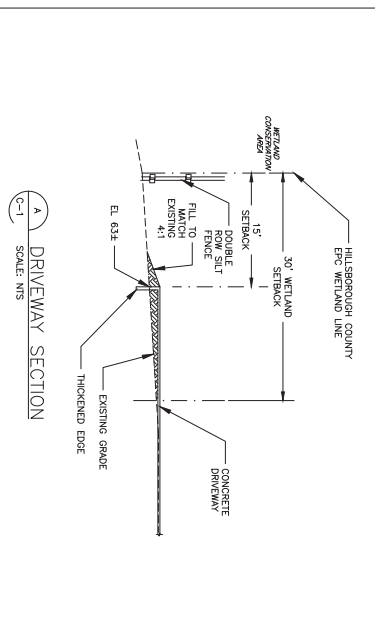
LINE	LENGTH	BEARING
L1	99.22	N89°26'20"W
L2	42.64	N24°59'43"E
L3	31.14	N14°21'45"E
L4	31.14	N14°21'45"E
L5	39.81	N67°1'06"E
L6	13.07	N82°11'43"E
L7	13.07	N82°11'43"E
L8	54.63	N72°28'54"E
L9	5.34	N00°01'19"E

SITE PLAN NOTES

1. A/C EQUIPMENT PAD ELEVATED ON BRACKETS
2. APPROXIMATE WELL LOCATION

SETBACK AREA PLANT LIST

Qty	Symbol	Botanical Name	Common Name	Specifications	% Cover	Spaced	Spacing	Height	Plant
30	[Symbol]	WETLAND CONSERVATION PLANTING	Wetland Conservation Planting	1.00'	50%	SP	20'	15'	NS
30	[Symbol]	WETLAND CONSERVATION PLANTING	Wetland Conservation Planting	1.00'	50%	SP	20'	15'	NS



SITE DATA TABLE

Address	Undressed
Folio	15102.0200
Acres	2.29 ACRES
Community Planning Area	Lutz
Existing Zoning	ASC-1
Proposed Zoning	ASC-1
Existing Use	Vacant
Proposed Use	Single Family
Future Land Use Designation(s) (FLU)	R-1

DEVELOPER/OWNER
 Wayne and Rosemary Curtis/Life
 320 Henderson Cir
 Tampa, FL 33602-9987
 (813) 956-1958

3M CIVIL LLC
 1264 S. Rocco Dr • Tampa, FL 33626
 P: (813) 424-5952 • www.3mcivil.com
 PPK: 00000176-2892

WAYNE AND ROSEMARY CURTISS LIFE ESTATE

MASTER SITE PLAN
 CURTISS RESIDENCE

C-1

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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.

The project consists of a two-story single family home on Estes Road. The lot contains a wetland and corresponding setback. In addition the current zoning of the parcel requires a 50 foot front yard setback.

A variance of 25 feet from the required 50 feet front yard setback resulting in a front yard of 25 feet.

A variance of 25 feet from the required 30 feet wetland setback resulting in a setback of 5 feet.

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

LDC Sec. 6.01.01. - Front Yard Setback
LDC Sec. 4.01.07.B - Wetland Setback

Additional Information

1. Have you been cited by Hillsborough County Code Enforcement? No Yes
If yes, you must submit a copy of the Citation with this Application.
2. Do you have any other applications filed with Hillsborough County that are related to the subject property?
 No Yes If yes, please indicate the nature of the application and the case numbers assigned to the application (s): _____
3. Is this a request for a wetland setback variance? No Yes
If yes, you must complete the Wetland Setback Memorandum and all required information must be included with this Application Packet.
4. Please indicate the existing or proposed utilities for the subject property:
 Public Water Public Wastewater Private Well Septic Tank
5. Is the variance to allow a third lot on well 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 Re-claimed Water – Service Application Conditional Approval – Reservation of Capacity" prior to your public hearing



Variance Criteria Response

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?

See separate attachment containing the variance criteria responses for both requested variances.

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.

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.

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*).

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.

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.

VARIANCE 1
LDC Sec. 6.01.01. - Front Yard Setback;
CRITERIA RESPONSE

1. The hardship is unique to this lot because of the proximity of Estes Road to the wetland within the lot. To minimize the impacts to the wetland and still maintain a developable lot a reduction in the front-yard setback is necessary.
2. The literal requirements of the LDC would prohibit development on the parcel as there would be a sliver of land available for development. The resulting parcel fragment would be undevelopable.
3. The variance will not interfere with the rights of others. The property across Estes Road at 17541 Estes Rd, Lutz, FL 33548 has a front setback of approximately 25 feet.
4. The variance serves the general intent, as reducing the front yard setback will reduce impacts to existing vegetation within the wetland and corresponding setback.
5. There are no code violations on the property. This is not a self-imposed hardship.
6. Issuance of the variance will enhance the protection of the wetland and allow for development of the parcel. Failure to provide a variance will render the lot undevelopable.

VARIANCE 2
LDC Sec. 4.01.07.B - Wetland Setback
CRITERIA RESPONSE

1. The hardship is unique to this lot because of the proximity of the wetland to Estes Road. To minimize the impacts to the wetland and still provide a reasonable front setback an encroachment into the wetland setback is necessary.
2. The literal requirements of the LDC would eliminate the little amount of developable upland and render the property undevelopable.
3. The variance will not interfere with the rights of others because a 15 foot upland setback is still provided. This variance would not interfere with the rights of adjacent property owners.
4. A variance is in harmony as a 15 foot encroachment is typically allowed for pools and other amenities.
5. There are no code violations on the property. This is not a self-imposed hardship.
6. Issuance of the variance will allow for development of the parcel. Failure to provide a variance will render the lot undevelopable as relocating the building further towards Estes Road would result in an incompatible front yard setback.

PREPARED BY AND RETURN TO:

Joshua T. Keleske, Esq.
Joshua T. Keleske, P.A.
4300 W. Cypress Street
Suite 980
Tampa, Florida 33607

(Space Above this Line For Recording Data)_____

WARRANTY DEED

THIS INDENTURE, made and executed this 10 day of December, 2007, between WAYNE CURTISS and ROSEMARY E. CURTISS, as husband and wife (hereinafter referred to as the "Grantor"), and WAYNE CURTISS, as Trustee of the WAYNE CURTISS REVOCABLE TRUST u/a/d July 6, 2004 (hereinafter referred to as the "Grantee"), whose post office address is 220 Lake Brant Drive, Lutz, Florida 33548. (Wherever used herein, the terms "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, partnerships and other entities.)

W I T N E S S E T H:

That Grantor, for Grantor and Grantor's successors and assigns, for and in consideration of the sum of Ten and No/100 (\$10.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns forever, an undivided one-half interest as tenant-in-common in the following described lands located in Hillsborough County, Florida (the "Property"), to-wit:

Part of the North 710.84 feet of the East 835.50 feet of the Northeast 1/4 of Section 23, Township 27 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

For a point of reference commence at the Northeast corner of the aforementioned Northeast 1/4 of Section 23, thence N 89° 56'20" W, along the North boundary thereof, a distance of 30.00 feet to the West Right of Way line of Estes Road and to the Point of Beginning of the Parcel herein described; thence S 00°01'19" W, along the West Right of Way line thereof, a distance of 562.68 feet thence S 86°38'22" W, a distance of 806.91 feet to the West boundary of the East 835.50 feet of the Northeast 1/4 of said Section 23; thence N 00°01'19" E, along West boundary thereof, a distance of 255.08 feet; thence N 66°37'36" E a distance of 206.16 feet; thence N 59°55'03" E, a distance of 302.95 feet; thence N 80°57'08" E, distance of 37.99 feet; thence N

This instrument was prepared from information furnished by the parties hereto. Title research or other assurance of title was neither requested from nor performed or given by the preparer of this instrument.

09°02'52" W, a distance of 96.30 feet; thence N 03°07'58" W, a distance of 70.36 feet to the North boundary of the Northeast 1/4 of said Section 23; thence S 89°56'20" E, along the North boundary thereof a distance of 421.39 feet to the Point of Beginning.

Containing a net area of 8.48 acres, more or less.

PARCEL IDENTIFICATION NO. U-23-27-18-ZZZ-000000-62000.2

TOGETHER WITH all easements, hereditaments and appurtenances belonging thereto, all strips and gores, if any, between the Property and abutting properties and all buildings and improvements thereon, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

THE GRANTOR HEREBY RESERVES UNTO THEMSELVES AND THEIR ASSIGNS THE FULL USE AND BENEFIT OF THE PROPERTY AND THE RENTS, ISSUES AND PROFITS THEREOF DURING THE TERM OF THEIR JOINT NATURAL LIVES.

Subject to and except for ad valorem, real property taxes for 2007 and subsequent years and those matters, if any arising subsequent to 2006, Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

Full power and authority is granted by this Deed to the Grantee, its successors and assigns, to protect, conserve, sell, lease, encumber, mortgage or otherwise manage and dispose of the Property or any part of it.

In no case shall any party dealing with the Grantee, its successors and assigns, in relation to the Property be obliged: (a) to see to the application of any funds paid or advanced on the Property; (b) to see that the terms of the trust agreement have been complied with; (c) to inquire into the necessity or expediency of any act of the Grantee; or (d) to inquire into the terms of the trust agreement.

Every deed or other instrument executed by the Grantee, its successors and assigns, relation to the Property shall be conclusive evidence in favor of every person relying upon or claiming under such instrument that: (a) at the time of its delivery the trust agreement was in full force and effect; (b) the instrument was executed in accordance with the terms, conditions and limitations contained in the trust agreement and is binding upon all beneficiaries under the trust agreement; (c) the Grantee was duly authorized and empowered to execute and deliver every such instrument; and (d) if the instrument is executed by a successor or successors in trust, the successor or successors in trust have been appointed properly and vested with all of the title, estate, rights, powers, duties and obligations of the predecessor or predecessors in trust.

Any contract, obligation or indebtedness incurred or entered into by the Grantee, its successors and assigns, in connection with the Property may be entered into by it in its own name

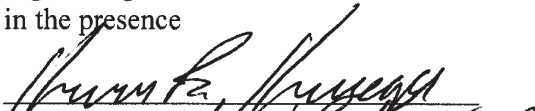
as trustee of an express trust and not individually. The Grantee, its successors and assigns, shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only as far as the trust property and funds in the actual possession of the Grantee, its successors and assigns, shall be applicable to its payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for records of this Deed.

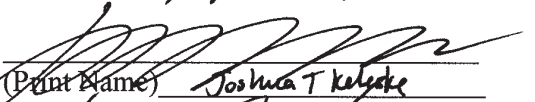
The interest of the beneficiaries under the said trust agreement shall be deemed personal property only.

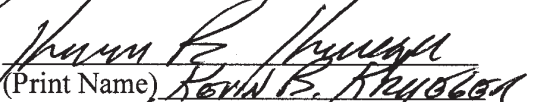
This conveyance is made for the sole purpose of conveying the Property to a trust created by Grantor. The sole monetary consideration for the deed is \$10. Grantor shall pay all mortgages, if any, now encumbering the Property and shall remain solely responsible therefore. This undertaking is solely for the benefit of the Grantee, its successors and assigns, and not for the benefit of any third parties.

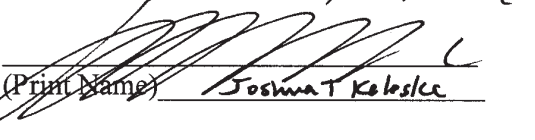
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.


Signed, signed and delivered
in the presence


(Print Name) Kevin B. Krueger


(Print Name) Joshua T. Koloske


(Print Name) Kevin B. Krueger


(Print Name) Joshua T. Koloske


WAYNE CURTISS
220 Lake Brant Drive
Lutz, Florida 33548


ROSEMARY E. CURTISS
220 Lake Brant Drive
Lutz, Florida 33548

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of December, 2007, by WAYNE CURTISS who is personally known to me, or who produced _____ as identification.



[Signature]
Notary Public, State of Florida
(Print or Type Notary Name)
Commission (Serial Number: _____)
My commission expires: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of December, 2007, by ROSEMARY E. CURTISS who is personally known to me, or who produced _____ as identification.



[Signature]
Notary Public, State of Florida
(Print or Type Notary Name)
Commission (Serial Number: _____)
My commission expires: _____



Property/Applicant/Owner Information Form

Official Use Only

Application No: VAR-WS 23-0304

03/20/2023

Hearing(s) and type: Date: 05/22/2023

Type: LUHO

Intake Date:

Receipt Number: 251783

Date:

Type:

Intake Staff Signature: Keshia Rivas

Property Information

Address: 0 (Unaddressed) City/State/Zip: Lutz, FL 33548

TWN-RN-SEC: 23-27-18 Folio(s): 15102.0200 Zoning: ASC-1 Future Land Use: R-1 Property Size: 2.29 acres

Property Owner Information

Name: WAYNE AND ROSEMARY E CURTISS/LIFE ESTATE Daytime Phone (813) 956-1959

Address: 330 INNER HARBOUR CIR City/State/Zip: TAMPA, FL 33602-5967

Email: rosemary.curtiss@gmail.com Fax Number

Applicant Information

Name: WAYNE AND ROSEMARY E CURTISS/LIFE ESTATE Daytime Phone (813) 956-1959

Address: 330 INNER HARBOUR CIR City/State/Zip: TAMPA, FL 33602-5967

Email: rosemary.curtiss@gmail.com Fax Number

Applicant's Representative (if different than above)

Name: Jesus Merly Daytime Phone 813-404-8872

Address: 12506 Bronco Dr City/State/Zip: Tampa, FL 33626

Email: jesus.merly@5mcivil.com Fax Number

I hereby swear or affirm that all the information provided in the submitted application packet is true and accurate, to the best of my knowledge, and authorize the representative listed above to act on my behalf on this application.

Signature of the Applicant

WAYNE CURTISS / Rosemary Curtiss Type or print name

I hereby authorize the processing of this application and recognize that the final action taken on this petition shall be binding to the property as well as to the current and any future owners.

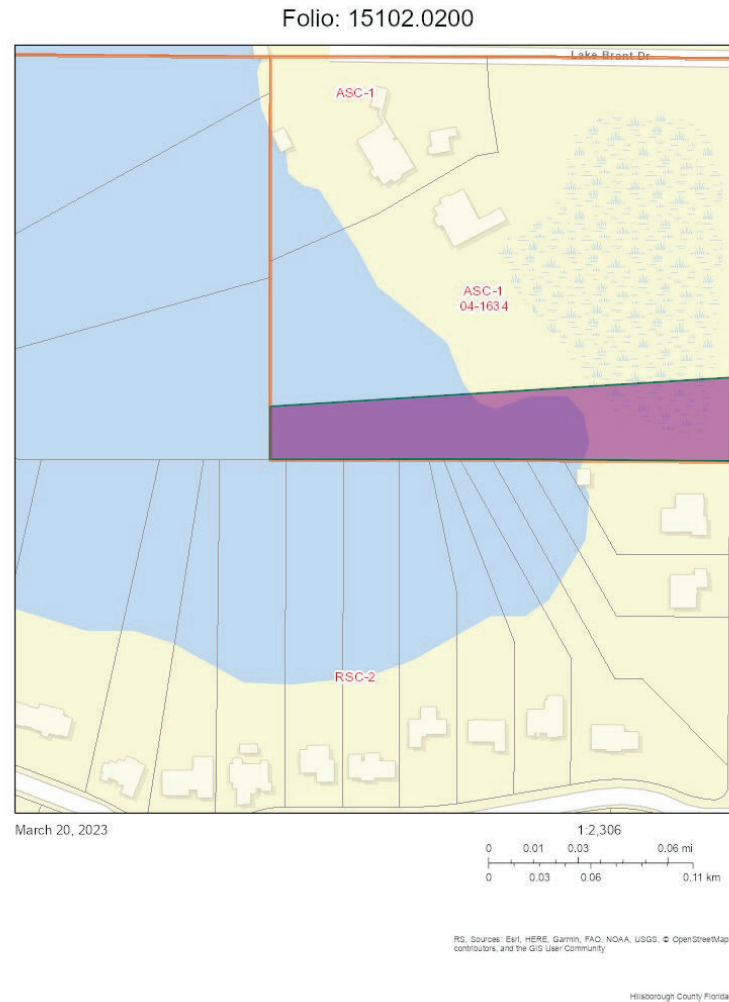
Signature of the Owner(s) - (All parties on the deed must sign)

WAYNE CURTISS / Rosemary Curtiss Type or print name



PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Agricultural
Zoning	ASC-1
Description	Agricultural - Single-Family Conventional
RZ	04-1634
Flood Zone:AE	BFE = 58.5 ft
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0063H
FIRM Panel	12057C0063H
Suffix	H
Effective Date	Thu Aug 28 2008
FIRM Panel	0064H
FIRM Panel	12057C0064H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	A
Pre 2008 Firm Panel	1201120065D
County Wide Planning Area	Lutz
Community Base Planning Area	Lutz
Census Data	Tract: 011109 Block: 1016
Census Data	Tract: 011109 Block: 1017
Future Landuse	R-1
Future Landuse	R-1
Future Landuse	R-1
Mobility Assessment District	Rural
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHEAST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO



Folio: 15102.0200
PIN: U-23-27-18-ZZZ-000000-62000.2
Wayne And Rosemary E Curtiss/life Estate
Mailing Address:
 330 Inner Harbour Cir
 null
 Tampa, Fl 33602-5967
Site Address:
 0
 Lutz, Fl 33548
SEC-TWN-RNG: 23-27-18
Acreage: 2.21516991
Market Value: \$1,718.00
Landuse Code: 0000 Vacant Resident

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