

**Variance Application:** VAR 23-0938

**LUHO Hearing Date:** October 23, 2023

**Case Reviewer:** Sam Ball



**Hillsborough County Florida**

Development Services Department

<b>Applicant:</b> Mark Brenchley	<b>Zoning:</b> PD
<b>Address/Location:</b> 331 Brandon Town Center Drive, Brandon, Florida	


**Request Summary**

The applicant is requesting a sign variance to accommodate sign replacements for non-conforming signs.

**Requested Variances**

LDC Section	LDC Requirement	Variances	Results
7.03.00.A.2	Per LDC Section 7.03.00.A.2, concerning maximum building sign area, each premises, and in the case of multi-occupancy buildings, each unit, shall be permitted to display building sign(s), the aggregate sign area of which shall not exceed 1.25 square feet per each linear foot of building frontage facing a public street or parking lot, but in no event more than 200 square feet of aggregate sign area.	The applicant requests a 50.25-foot increase to the maximum permitted sign area on the northern elevation of the building.	To allow 250.25 SF of sign area on the northwestern elevation.
		The applicant requests a 127.21-foot increase to the maximum permitted sign area on the eastern elevation of the building.	To allow 327.21 SF of sign area on the northeastern elevation.
		The applicant requests a 50.25-foot increase to the maximum permitted sign area on the northern elevation of the building.	To allow 250.25 SF of sign area on the southeastern elevation.

<b>Findings</b>	The current signs were approved under a master sign plan in 1994 to allow 319 SF of wall sign area on the north elevation, 194 SF of wall sign area on the east elevation, and 187 SF of wall sign area on the west elevation. Because the master sign plan provision is no longer contained within the LDC, the sign on the northern elevation is non-conforming and may not be replaced unless the sign replacement complies with current code requirements and restrictions.
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<b>Zoning Administrator Sign Off:</b>	 Colleen Marshall Wed Oct 4 2023 10:07:26
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**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.

### 8.0 SURVEY/SITE PLAN





1 SITE PLAN  
SCALE 1"=60'

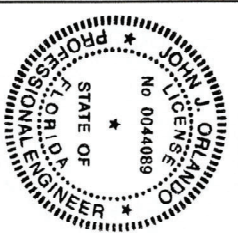
NOTE: SEE ELEVATIONS FOR BUILDING FRONTAGE DIMENSIONS

SIGNED AND SEALED TO SHOW SIGN LOCATION ONLY

This form has been electronically signed and sealed by John J. Orlando, PE using a Digital Signature and date. Printed copies of this document are not considered legal and sealed in the signature tab. Be verified on any electronic copies.  
 Conforms to the requirements of the 7th Edition, 2020 of the Florida Building Code sections 1.66 and 3.07, VOLUME 1 - 150 mph, Exposure category - C Risk category - II  
 John J. Orlando PE LIC - 1650-Old Ridge Road - Mican, FL 32171 - 407-273-3354 - jjo@habe.com - Florida registration #0044465  
 Job # 22-274255



PROJECT TITLE:		JC PENNEY @ BRANDON	
ORDER TITLE:		JC PENNEY 0786 @ BRANDON	
CITY:	BRANDON	STATE:	FL
COUNTY:	HILLSBOROUGH	ZIP CODE:	33511
DRAWING DATE:	06.23.22	PROJECT MAN:	SDR
SCALE:	RGC		



John J Orlando PE  
 Date: 2022.08.02 17:54:57 CDT

NO.	DATE	REVISED	DESCRIPTION
1	02.22.22	BRANDON SSC-1	
2	04.12.22	BRANDON SSC-2	
3	02.22.23	108304	

REVISION HISTORY

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PRODUCT TYPE: SITE PLAN

DRAWING TYPE: CONSTRUCTION

PROJECT NO.	TASK NO.	QTY
94604-1		
DWG NO.		SHEET
5949RUSO_R3		





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# Project Description (Variance Request)

- 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 JCPenneys store at the Brandon Town Center is replacing all three wall signs on the existing building built in 1995 with rebranded wall signs. The new signs will be in the exact location as the existing signs and each sign exceeds the 200 SF maximum allowable sign area.

The location and size of each wall sign is as follows:

1. North Elevation - 250.25 SF (referenced as sign B.)
2. East Elevation - 327.21 SF (referenced as sign A.)
3. South East Elevation - 250.25 SF (referenced as sign B.)

As per review comments regarding HC-BLD-23-0049583 (sign permit application) dated 7.18.2023 by Fred Ball:  
 "The current sign was approved under the master sign plan. Because the master sign plan is no longer in effect, the current sign in excess of the 200 SF limit is nonconforming. Variance approval is required to exceed the 200 SF maximum."

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

Article VII Part 7.03. A. Building Signs 2. Maximum sign area: limits building signs to a maximum aggregate sign area of 200 SF on each elevation facing a public street or parking lot...

## Additional Information

- Have you been cited by Hillsborough County Code Enforcement?  No  Yes  
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): \_\_\_\_\_
- 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.
- Please indicate the existing or proposed utilities for the subject property:  
 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 hearing

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## 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?

The sign master plan for the Brandon Town Center, and specifically the JCPenney parcel has expired and the denial of proposed rebranding of signage, which is essential to maintain the national brand and image, based on the expiration of said master sign plan certainly qualifies as a hardship as well as a practical difficulty. All large anchor stores in the Brandon Town Center which have significant exterior wall exposure will likewise suffer the same hardships when attempting to replace aging wall signs which are now determined to be nonconforming.

2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.

The literal requirements of the current Land Development Code (LDC) deprives JCPenney of signage rights commonly allowed by the expired Master Sign Plan and currently enjoyed by all properties in the Brandon Town Center which is zoned Planned Development (PD).

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.

The variance, if approved, will not substantially interfere with or injure the rights of others within the Brandon Town Center whose property would be affected by allowance of this variance. Currently all properties within the town center have the same signage rights, albeit nonconforming and said existing signs may remain in perpetuity.

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).

Clearly the variance is in harmony with and serves the general intent and purpose of the Land Development Code (LDC) Sections 1.02.02 and 1.02.03 and the Comprehensive Plan (Plan) of Hillsborough County as the previously approved Master Sign Plan was in harmony with said LDC and Plan when it was approved in 1995. The proposed rebranding signage proposal also continues the Purpose and Intent of the Master Sign Plan and continues the reasonable signage visibility essential to use identification and wayfinding needs of the public.

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.

No self-imposed hardship nor an illegal act or actions of JCPenney can be shown as to why JCPenney requires this variance...it is a simple fact that because the Master Sign Plan has expired through not fault of JCPenney, replacement of non conforming signs with like measurements, exceed current regulations.

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.

Maintaining the size and area of signs that have existed for over twenty seven years requested by this variance will result in substantial justice being done, considering the public benefits intended by the LDC and the individual hardships that will be suffered by failure to grant this variance. The economic viability of JCPenney and all other anchor stores within the Brandon Town Center is also an important benefit that would be compromised if the variance is not approved.

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This instrument prepared by and return to:

Milbank LLP  
55 Hudson Yards  
New York, New York 10001  
Attn: Kevin O'Shea

Tax Parcel Identification Number:  
071937-0200

**NOTICE TO RECORDER:**  
THIS DEED IS GIVEN IN CONJUNCTION WITH A SERIES OF TRANSACTIONS IN IMPLEMENTATION OF AND AS CONTEMPLATED BY A CHAPTER 11 PLAN OF REORGANIZATION AS SET FORTH IN AN ORDER DATED OCTOBER 26, 2020, ISSUED BY THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF TEXAS CORPUS CHRISTI DIVISION, IN CASE NO. 20-20182 (DRJ), *IN RE: J. C. PENNEY COMPANY, INC., et al.*, AND IS THEREFORE EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAX LIABILITY PURSUANT TO SECTION 1146(C) OF THE UNITED STATES BANKRUPTCY CODE AND RULE 12B-4.014(15), *FLA. ADMIN. CODE*.

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of January 30, 2021, between **J. C. PENNEY CORPORATION, INC.**, a Delaware corporation, whose post office address is 2401 S. Stemmons Freeway, Suite 4000, Lewisville, Texas 75067-8797 2401 S. Stemmons Freeway, Suite 4000, Lewisville, Texas 75067-8797 ("**Grantor**"), and **CTL PROPCO I LLC**, a Delaware limited liability company, whose post office address is c/o GLAS Trust Company LLC, 3 Second Street, Suite 206, Jersey City, New Jersey 07311 ("**Grantee**").

(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**, that said Grantor, for and in consideration of \$16,540,000 and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Hillsborough County, Florida, to-wit: See attached **Exhibit A**, incorporated herein by reference ("**Property**");

Subject to (a) real property taxes for the year 2020 and subsequent years, (b) zoning, building code and other use restrictions imposed by governmental authority; and (c) all restrictions, reservations, covenants, agreements, easements and other matters of record.

**TOGETHER**, with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the Property in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

**IN WITNESS WHEREOF**, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

**J. C. PENNEY CORPORATION, INC.**, a Delaware corporation


Signed in the presence of:

  
\_\_\_\_\_  
Witness #1 signature

CAROLYN ESCOVERY  
Witness #1 print name


  
\_\_\_\_\_  
Witness #2 signature

Timothy J. Leade  
Witness #2 print name

By:   
\_\_\_\_\_  
Print Name: Alan Carr  
Title: President

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF NEW YORK )

On the 27<sup>th</sup> day of January in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Alan Carr, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public APRIL B. ABRAMS  
Notary Public, State of New York  
No. 01AB5030907  
Qualified in Nassau County  
Commission Expires 07/25/2022

**Exhibit A**

Legal Description of the Property

The Land referred to herein below is situated in the County of Hillsborough, State of Florida, and is described as follows:

THAT PART OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 00° 02'44" WEST (NORTH 00° 03'59" WEST (DEED)) ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 829.61 FEET; THENCE SOUTH 89° 57'16" WEST, A DISTANCE OF 467.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64° 26'17" WEST, A DISTANCE OF 216.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25° 14'52", A RADIUS OF 125.17 FEET, A CHORD BEARING OF NORTH 19° 48'08" WEST, AND AN ARC DISTANCE OF 55.16 FEET; THENCE NORTH 32° 25'34" WEST, A DISTANCE OF 363.24 FEET; THENCE NORTH 85° 39'40" WEST, A DISTANCE OF 84.81 FEET; THENCE NORTH 25° 39'40" WEST, A DISTANCE OF 408.50 FEET; THENCE NORTH 64° 20'20" EAST, A DISTANCE OF 66.23 FEET; THENCE NORTH 25° 39'40" WEST, A DISTANCE OF 69.85 FEET; THENCE NORTH 42° 12'35" EAST, A DISTANCE OF 389.83 FEET; THENCE SOUTH 42° 30'02" EAST, A DISTANCE OF 57.24 FEET; THENCE NORTH 46° 34'31" EAST, A DISTANCE OF 73.74 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18° 23'32", A RADIUS OF 549.50 FEET, A CHORD BEARING OF SOUTH 31° 50'24" EAST, AND AN ARC DISTANCE OF 176.39 FEET; THENCE NORTH 67° 21'22" EAST, A DISTANCE OF 13.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 24° 04'33", A RADIUS OF 562.50 FEET, A CHORD BEARING OF SOUTH 10° 36'21" EAST, AND AN ARC DISTANCE OF 236.36 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28° 52'38", A RADIUS OF 267.50 FEET, A CHORD BEARING OF SOUTH 13° 00'24" EAST, AND AN ARC DISTANCE OF 134.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28° 23'23", A RADIUS OF 537.50 FEET, A CHORD BEARING OF SOUTH 13° 15'01" EAST, AND AN ARC DISTANCE OF 266.33 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20° 08'07", A RADIUS OF 687.50 FEET, A CHORD BEARING OF SOUTH 09° 07'23" EAST, AND AN ARC DISTANCE OF 241.61 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A

CENTRAL ANGLE OF 01° 10'25", A RADIUS OF 1517.50 FEET, A CHORD BEARING OF SOUTH 19° 46'39" EAST, AND AN ARC DISTANCE OF 31.09 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT ESTATE AS TO THOSE CERTAIN PARCELS CONTAINED IN AND PURSUANT TO THAT CERTAIN CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT, BY AND AMONG J.C. PENNEY COMPANY, INC., DILLARD DEPARTMENT STORES, INC. AND BRANDON SHOPPING CENTER PARTNERS, LTD., DATED MAY 5, 1994, FILED OF RECORD MAY 27, 1994, IN OFFICIAL RECORDS BOOK 7408, PAGE 356, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN BRANDON SHOPPING CENTER PARTNERS, LTD., A FLORIDA LIMITED PARTNERSHIP, ASSIGNOR AND MACY'S PRIMARY REAL ESTATE, INC., A DELAWARE CORPORATION, ASSIGNEE, DATED SEPTEMBER 18, 1997, RECORDED SEPTEMBER 22, 1997 IN OFFICIAL RECORDS BOOK 8722, PAGE 910 AND FIRST AMENDMENT TO CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT BETWEEN J.C. PENNEY COMPANY, INC., A DELAWARE CORPORATION, DILLARD'S, INC., A DELAWARE CORPORATION (FORMERLY KNOWN AS DILLARD DEPARTMENT STORES, INC.), MACY'S PRIMARY REAL ESTATE, INC., A DELAWARE CORPORATION AND BRANDON SHOPPING CENTER PARTNERS, LTD., A FLORIDA LIMITED PARTNERSHIP, DATED DECEMBER 1, 1997, RECORDED MARCH 10, 1998 IN OFFICIAL RECORDS BOOK 8938, PAGE 543 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.



Property/Applicant/Owner Information Form

Official Use Only

Application No: VAR 23-0938

Intake Date: 08/18/2023

Hearing(s) and type: Date: 10/23/2023

Type: LUHO

Receipt Number: 297007

Date:

Type:

Intake Staff Signature: Keshia Rivas

Property Information

Address: 331 Brandon Town Center Dr. City/State/Zip: Brandon, Florida

TWN-RN-SEC: 29S-20E-29 Folio(s): 071937-0200 Zoning: PD 82-0421 Future Land Use: R.M.USE-35 Property Size: 9.35 ac.

Property Owner Information

Name: CTL PROPCO 1 LLC Daytime Phone 435.512.6833 (agent's)

Address: C/O Glas Trust Company LLC, 3 2nd St. Ste 206 City/State/Zip: Jersey City, New Jersey 07311-4056

Email: wcfpermits.markb@gmail.com (agent's) Fax Number n/a

Applicant Information

Name: Mark Branchley Daytime Phone 435-512-6833

Address: 3790 Beacon Ridge Way City/State/Zip: Clermont, FL 34711

Email: wcfpermits.markb@gmail.com Fax Number n/a

Applicant's Representative (if different than above)

Name: same as above Daytime Phone

Address: City/State/Zip:

Email: 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 (Handwritten signature)

Mark Branchley

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)

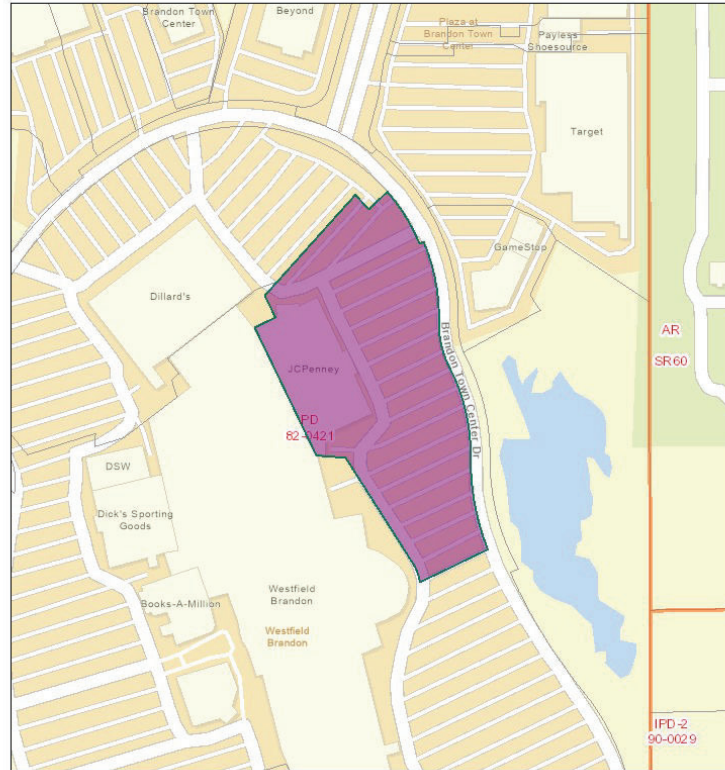
Type or print name



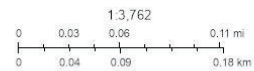
# PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
RZ	82-0421
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0387J
FIRM Panel	12057C0387J
Suffix	J
Effective Date	Fri Sep 27 2013
Pre 2008 Flood Zone	X
Pre 2008 Flood Zone	AE
Pre 2008 Firm Panel	1201120387E
County Wide Planning Area	Brandon
Community Base Planning Area	Brandon
Planned Development	PD
Re-zoning	null
Major Modifications	07-0159,11-0776, 18-0336
Personal Appearances	10-0683,01-1192,94-0217, 91-0077,91-0050,90-0036, 15-0356
Census Data	Tract: 013316 Block: 1017
Future Landuse	RMU-35
Future Landuse	RMU-35
Future Landuse	RMU-35
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	2
Fire Impact Fee	Central
Parks/Schools Impact Fee	CENTRAL
ROW/Transportation Impact Fee	ZONE 7
Wind Borne Debris Area	Outside 140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO

Folio: 71937.0200



August 18, 2023



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Hillsborough County Florida

**Folio: 71937.0200**  
**PIN: U-29-29-20-ZZZ-000002-69330.0**

**Ctl Propco I Llc**  
**Mailing Address:**  
C/o Glas Trust Company Llc  
3 2nd St Ste 206  
Jersey City, Nj 07311-4056

**Site Address:**  
331 Brandon Town Center Dr  
Brandon, Fl 33511  
**SEC-TWN-RNG: 29-29-20**  
**Acreage: 9.35389042**  
**Market Value: \$5,717,100.00**  
**Landuse Code: 1305 Store/shp Cente**

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