

Variance Application: 23-0964
LUHO Hearing Date: October 23, 2023
Case Reviewer: Wayne Doyon



**Hillsborough
 County Florida**

Development Services Department

Applicant: Drury Development Corporation **Zoning:** PD
Location: 10277 E. Adamo Drive, Tampa, FL 33619


Request Summary:

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 09/22/2023, is to allow for the construction of a portion of a building, parking lot, fence, sidewalk and retaining wall within the 30-foot Wetland Conservation Area setback.

Requested Variances:

LDC Section:	LDC Requirement:	Variance:	Result:
Section 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.	30-foot encroachment for a portion of a building, parking lot, fence, sidewalk and retaining wall.	0-foot setback

Findings: A wetland setback compensation planting plan will be provided on the construction plans reviewed through the site construction intake process.

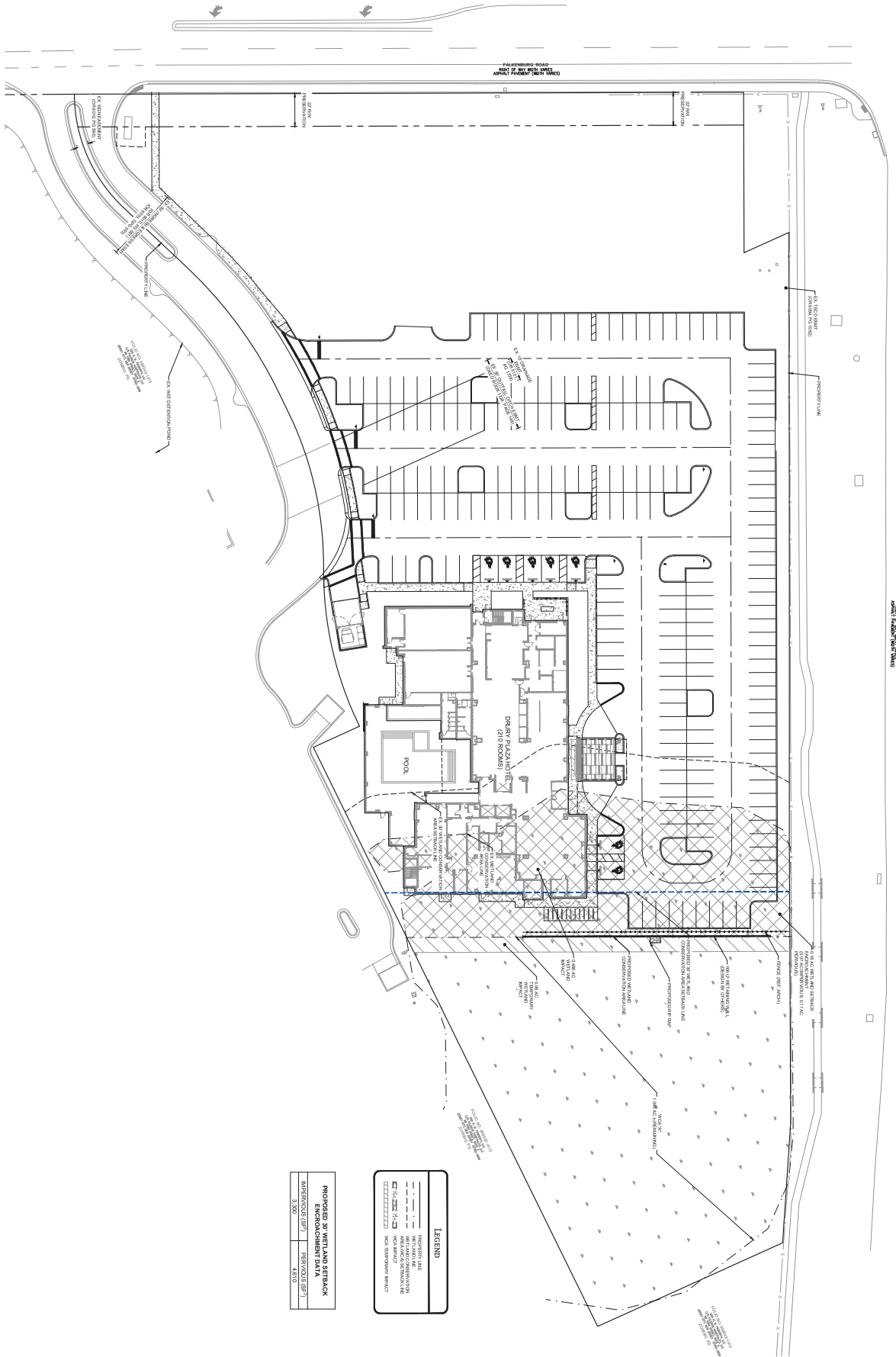
Zoning Administrator Sign Off: 

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.

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.

SURVEY/SITE PLAN



1511 S. GARDNER RD
 TAMPA, FL 33610
 813.281.1111

PROMISED BY WETLAND SETBACK ENFORCEMENT DATA

WETLANDS (SPT)	TERRESTRIAL (SPT)
3,300	4,210

LEGEND

(Symbol)	PROPERTY LINE
(Symbol)	WETLAND RESTORATION
(Symbol)	WETLAND SETBACK LINE
(Symbol)	WETLAND RESTORATION
(Symbol)	WETLAND RESTORATION



C9.0

SHEET NO:
0250491

PROJECT NO:
0250491

RYAN B. MCKEESNEY
 LICENSED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 LICENSE NO. 98645

Seal of the State of Florida, Professional Engineer, Ryan B. McKeesney, License No. 98645, State of Florida.

WETLAND IMPACT PLAN

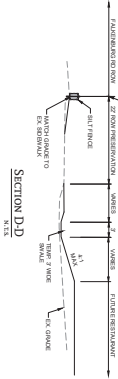
DRURY PLAZA HOTEL # 198
 10277 East Adamo Drive, Tampa, FL 33619

PROPERTY OWNER:
DRURY DEVELOPMENT CORPORATION
 13075 MANCHESTER RD, STE. 200, ST. LOUIS, MO 63131
 TEL: (314) 423-8898

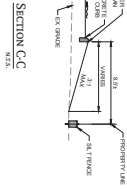
REVISIONS

NO.	DATE	DESCRIPTION

ENGINEER:
CONSULTING, INC.
 5075 PALMVIEW STREET, SUITE 1200
 TAMPA, FL 33610
 TEL: (813) 776-0088
 WWW.CONSULTINGINC.COM

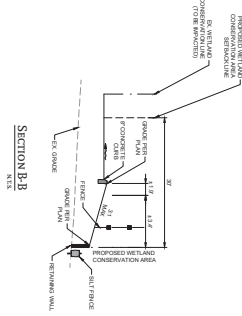


SECTION D-D
N.T.S.

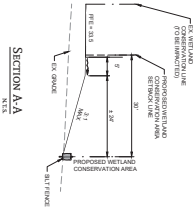


SECTION C-C
N.T.S.

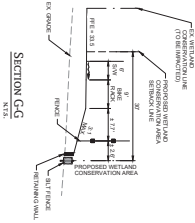
SECTION B-B
N.T.S.



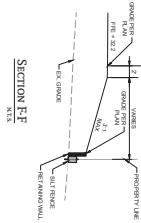
SECTION A-A
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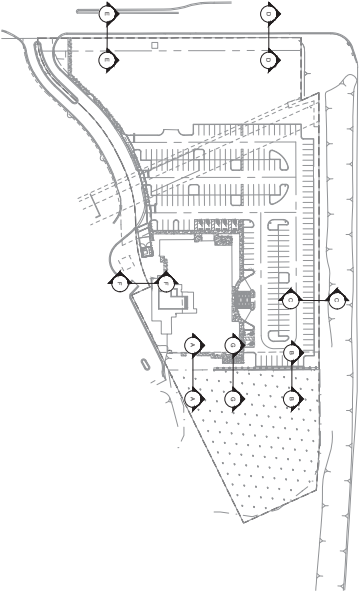
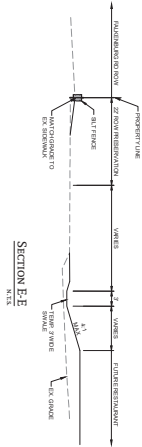
SECTION G-G
N.T.S.



SECTION E-E
N.T.S.



SECTION E-E
N.T.S.



CROSS SECTIONS

DRURY PLAZA HOTEL
10277 East Adamo Drive, Tampa, FL 33619

198

PROPERTY OWNER:
DRURY DEVELOPMENT CORPORATION
13075 MANCHESTER RD. STE. 200, ST. LOUIS, MO 63131
TEL: (314) 423-6698

NO.	DATE	REVISIONS

ENGINEER:
RYAN B. MCHSHENRY
CONSULTING, LLC
5075 PAVAN, SUITE 300, TAMPA
FL 33611
TEL: 813-726-0066
WWW.RYANBMC.COM

PROJECT NO.
023-01-01

SHEET NO.
C4.2



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.

This variance request is associated with the hotel development approved under PD 22-1226 (PRS 23-0373) and construction plans have been submitted to the County and EPC under Project ID #6728. The Executive Director of the EPC provided conceptual authorization to impact wetlands on October 27, 2020, as shown on the attached conceptual authorization. Although the wetland impacts have been conceptually approved through EPC, Hillsborough County still requires a 30-foot setback from the newly approved EPC wetland line.

Specifically, the request is for a variance to the required 30-foot county wetland setback resulting in a 0-foot wetland setback from the conceptually approved EPC wetland line. The area within the first 30 feet of the new EPC wetland line was designed intentionally to limit the amount of wetland impact through many years of discussions with EPC. Through discussions with EPC, building and site improvements were intentionally designed within the county wetland setback, to avoid further impacts to the existing wetland. The incorporation of a 30-foot wetland setback from the new EPC wetland line will necessitate an additional 30 feet of wetland impact in order to achieve the same program of development. Instead, the request is to reduce the buffer and conserve the wetland area that has already been conceptually approved by EPC.

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

Section 4.01.07.B.1

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): Site construction permit (PID #6728) and 23-0568 & 23-0572 for AB permits
- 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 Re-claimed 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 buildable area on the subject site is highly constrained with 1.53-acres (more than 25%) wetlands and a 50' immovable drainage easement bifurcating the middle of the upland area on site. The site is narrow/irregularly shaped and contains a shared private access drive which dictates the access location. These features are unique and singular and substantially limit the available upland area for building the approved uses and associated parking.

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.

Section 4.01.07.B.1. requires a min. 30' setback from wetland conservation areas even though EPC has conceptually approved the new wetland line and the construction of improvements adjacent. The implementation of a 30' setback from the new EPC wetland line conflicts with the design of the adjacent uplands in the EPC conceptual approval and would require additional wetland impacts. The applicant is proposing a variance to the wetland setback as opposed to

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 proposed uses, building envelopes and layout of this site have already been approved under PD 22-1226. The variance is simply to allow for the plan to be executed as entitled. The variance to the wetland setback will not interfere with any rights of others.

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).

The subject site has a land use of RMU-35 which allows up to a max. FAR of 2.0. Due to the unique characteristics of the site described in Section 1, the proposed development only sought to develop at a max. of 1.0 FAR to minimize the wetland impacts to the maximum extent possible.

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.

The applicant worked with EPC over a 2.5+ year period to reduce the size of the approved hotel/restaurant/associated parking and design the site in a way which minimized wetland impacts. In order to minimize wetland impact, the building/improvements were shifted as close to the new wetland line as possible with a retaining wall constructed on the new wetland line in order to obtain EPC conceptual approval for the wetland impacts. The proposed layout will not be

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.

The proposed uses are consistent in character with the surrounding area and Comprehensive Plan. Allowing this requested variance will permit the site to be developed as already approved by the BOCC under PD 22-1226 (PRS 23-0373) and by EPC Conceptual Approval dated October 27, 2020. The applicant worked for many years with EPC on the conceptual approval to impact the wetland area on site. Requiring a 30 foot setback from the new EPC wetland line will further

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Mail Tax Statements to:
Drury Development Corporation
721 Emerson Road, Suite 200
St. Louis, Missouri 63141

299495

This instrument prepared by:
Lisa S. Leary, Associate General Counsel
Drury Development Corporation
721 Emerson Road, Suite 200
St. Louis, MO 63141

Return to:
Drury Development Corporation
Attn: Lisa S. Leary, Associate General Counsel
721 Emerson Road, Suite 200
St. Louis, MO 63141

Tax Identification Parcel No. 068042-1400

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

929252

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and effective as of the 19th day of August, 2019 by James A. Friedberg and Samuel Israel, as Co-Trustees of the Ervin and Susanne Bard Family Trust, whose address is 433 N. Camden Dr. Beverly Hills, CA 90210 Suite 600 (hereinafter called the "Grantor"), to Drury Development Corporation, a Missouri corporation, whose address is 721 Emerson Road, Suite 200, St. Louis, Missouri 63141 (hereinafter called the "Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee, all that certain land and improvements situated in Hillsborough County, Florida (the "Property"), described as follows: See Exhibit "A" attached hereto and incorporated as a part hereof.

TOGETHER with all 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 the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it 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 said Grantor, but against none other; and that said land is free of all encumbrances, except real property taxes accruing subsequent to January 1, 2017.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

WITNESSES:

GRANTOR:

[Signature]
(signature)

ERVIN AND SUSANNE BARD FAMILY TRUST

Name: Glaucia B. Barlund
(print)

By: James A. Friedberg
James A. Friedberg, Co-Trustee of the Ervin and Susanne Bard Family Trust

[Signature]
(signature)

Name: Maria Pimentel R.
(print)

By: Samuel Israel
Samuel Israel, Co-Trustee of the Ervin and Susanne Bard Family Trust

[Signature]
(signature)

Name: Brian Costanian
(print)

[Signature]
(signature)

Name: S. Friedberg
(print)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of August, 2017, by James A. Friedberg, as Co-Trustee of the Ervin and Susanne Bard Family Trust, and that said writing was signed by him on behalf of said Trust for the purposes therein stated. He [] is personally known to me or [] has produced _____ as identification.

(Seal)

NOTARY PUBLIC:

SEE ATTACHED
NOTARIAL
CERTIFICATE

My Commission Expires: _____

[Signature]
8/22/17

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On August 22nd 2017 before me, Agustin Rivera Conrado Notary Public
(insert name and title of the officer)

personally appeared James A. FRIEDBERG
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



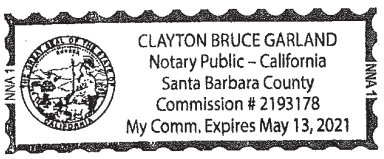
Signature [Handwritten Signature] (Seal)

STATE OF California)
)
COUNTY OF Santa Barbara)

The foregoing instrument was acknowledged before me this 19th day of August, 2017, by Samuel Isreal, as Co-Trustee of the Ervin and Susanne Bard Family Trust, and that said writing was signed by him on behalf of said Trust for the purposes therein stated. He [] is personally known to me or [X] has produced California Drivers License as identification.

(Seal)

NOTARY PUBLIC:



[Signature]

My Commission Expires: May 13, 2021

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying and being within the NE 1/4 of the SE 1/4 of Section 19, Township 29 South, Range 20 East and in a portion of Tract 4 and Tract 5 in the SW 1/4 of Section 20, Township 29 South, Range 20 East, South Tampa Subdivision, Plat Book 6, Page 3, of the public records of Hillsborough County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 19, said point being also known as the Southwest corner of Section 20; thence along the East boundary of said Section 19, being known as the West boundary of Section 20, North 0° 05' 33" West, to the North right-of-way line of Palm River Road, said right-of-way line being parallel to and 20 feet North of the South boundary of the NE 1/4 of the SE 1/4 of said Section 19; thence along said North right-of-way line, South 89° 52' 33" West, a distance of 203.20 feet; thence leaving said North right-of-way line, North 0° 18' 50" West, a distance of 149.34 feet; thence North 66° 21' 30" West, a distance of 176.82 feet to the Southeasterly right-of-way line of Faulkenburg Road; thence along said Southeasterly right-of-way line, North 24° 9' 49" East, a distance of 202.62 feet to the Point of Beginning; thence North 24° 9' 49" East, a distance of 448.82 feet to a point on the Southwesterly right-of-way line of State Road 60; thence along said Southwesterly right-of-way line the following six (6) described courses; (i) South 65° 47' 43" East, a distance of 107.55 feet; (ii) thence North 0° 5' 33" West, a distance of 32.97 feet; (iii) thence South 65° 48' 27" East, a distance of 180.72 feet; (iv) thence South 65° 41' 59" East, a distance of 227.80 feet; (v) thence South 65° 55' 27" East, a distance of 187.82 feet; (vi) thence South 61° 48' 3" East, a distance of 81.25 feet; thence departing said Southwesterly right-of-way line, South 0° 1' 24" West, a distance of 136.03 feet; thence South 88° 10' 3" West, a distance of 432.62 feet; thence North 0° 05' 33" West, a distance of 24.12 feet to a point of intersection with a curve, concave to the North, said curve having a radius of 235.10 feet and a central angle of 26° 39' 45"; thence West along the arc of said curve to the right, a distance of 109.40 feet, said curve being subtended by a chord which bears North 78° 30' 19" West, a distance of 108.42 feet to a point of reverse curvature with a curve, concave to the South, said curve having a radius of 235.10 feet and a central angle of 26° 39' 45"; thence Northwest along the arc of said curve to the left, a distance of 109.41 feet; said arc subtended by a chord which bears North 78° 30' 19" West, a distance of 108.42 feet to the curve's end; thence South 88° 9' 49" West, a distance of 15 feet to the beginning of a curve, concave to the South, said curve having a radius of 287.56 feet and a central angle of 20° 30' 01"; thence West along the arc of said curve to the left, a distance of 102.89 feet, said arc subtended by a chord which bears South 77° 54' 49" West, a distance of 102.34 feet to the curve's end; thence South 67° 39' 49" West, a distance of 59.01 feet to the beginning of a curve, concave to the North, said curve having a radius of 104.74 feet and a central angle of 46° 29' 58"; thence West along the arc of said curve to the right, a distance of 85 feet, said arc subtended by a chord which bears North 89° 5' 11" West, a distance of 82.69 feet to the curve's end, said curve's end being the Point of Beginning.

TOGETHER WITH the easements as set forth in the Easement Agreement recorded in Official Records Book 6010, page 581 of the Public Records of Hillsborough County, Florida.

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Property/Applicant/Owner Information Form

Official Use Only

Application No: VAR-WS 23-0964

Intake Date: 08/29/2023

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

Type: LUHO

Receipt Number: 299495

Date:

Type:

Intake Staff Signature: Keshia Rivas

Property Information

Address: 10277 E Adamo Dr City/State/Zip: Tampa, FL 33619

TWN-RN-SEC: 19-29-20 Folio(s): 68042.1400 Zoning: PD Future Land Use: RMU-35 Property Size: 5.42 ac.

Property Owner Information

Name: Drury Development Corporation Daytime Phone

Address: 13075 MANCHESTER RD STE 200 City/State/Zip: SAINT LOUIS, MO 63131-1836

Email: Fax Number

Applicant Information

Name: Same as above Daytime Phone

Address: City/State/Zip:

Email: Fax Number

Applicant's Representative (if different than above)

Name: Isabelle Albert, Halff Associates, Inc. Daytime Phone (813) 331-0976

Address: 1000 N. Ashley Drive. Ste. 900 City/State/Zip: Tampa, Florida 33611

Email: ialbert@halff.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.

Isabelle Albert signature

Signature of the Applicant

Isabelle Albert

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)

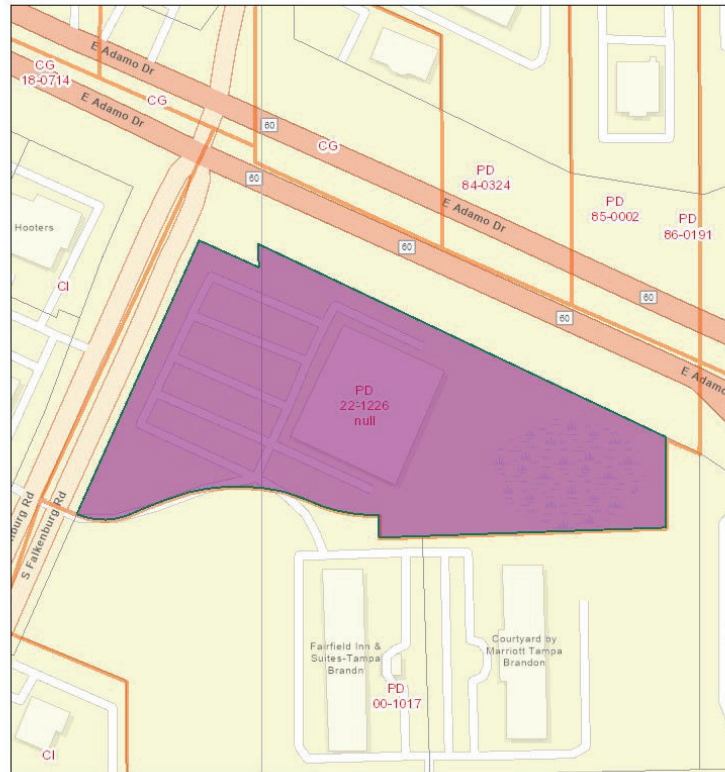
Type or print name



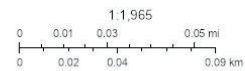
PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
Overlay	null
RZ	22-1226
Restr	null
Flood Zone:A	
Flood Zone:A	
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0380J
FIRM Panel	12057C0380J
Suffix	J
Effective Date	Fri Sep 27 2013
Pre 2008 Flood Zone	A
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120380E
County Wide Planning Area	Brandon
Community Base Planning Area	Brandon
Planned Development	PD
Re-zoning	22-1226
Note	null
Minor Changes	null
Major Modifications	null
Personal Appearances	23-0373
Census Data	Tract: 013315 Block: 1012
Future Landuse	RMU-35
Future Landuse	RMU-35
Future Landuse	RMU-35
Urban Service Area	TSA
Waste Water Interlocal	City of Tampa Waste Water
Water Interlocal	City of Tampa Water
Mobility Assessment District	Urban
Mobility Benefit District	2
Fire Impact Fee	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: 68042.1400



August 31, 2023



RD: Esri Community Maps Contributors, University of South Florida, City of Tampa, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, Swiremap, GeoTechnologies, Inc, METI/NASA, USDA, EPA, NPS, US Census Bureau, USDA.

Hillsborough County Florida

Folio: 68042.1400
PIN: U-19-29-20-663-000002-52060.0
Drury Development Corporation
Mailing Address:
13075 Manchester Rd Ste 200
null
Saint Louis, Mo 63131-1836
Site Address:
10277 E Adamo Dr
Tampa, Fl 33619
SEC-TWN-RNG: 19-29-20
Acreage: 5.42678022
Market Value: \$3,685,800.00
Landuse Code: 1110 Store/shp Cente

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