

**Rezoning Application:** PD 24-1075  
**Zoning Hearing Master Date:** August 18, 2025  
**BOCC Land Use Meeting Date:** October 7, 2025

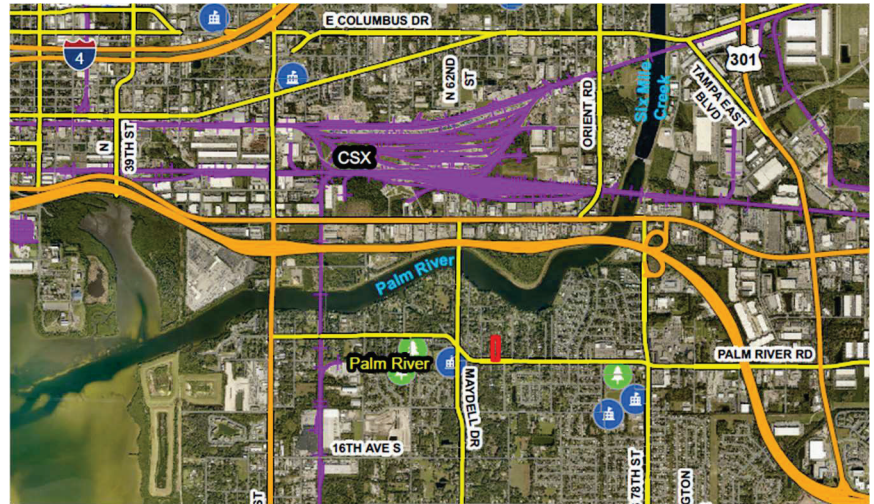


**Hillsborough  
County Florida**

Development Services Department

## 1.0 APPLICATION SUMMARY

**Applicant:** Ram A. Goel  
**FLU Category:** Res-9 (Residential – 9)  
**Service Area:** Tampa  
**Site Acreage:** 2.39  
**Community Plan Area:** Greater Palm River  
**Overlay:** None



### Introduction Summary:

The applicant is requesting to rezone 2.39 acres from RDC-12 to Planned Development to accommodate the development of 28 duplex-style structures together with an affordable housing density bonus.

The Res-9 allows a maximum of 9 dwelling units per acre for a total of 21 units. The applicant proposes an Affordable Density Bonus based on the Comprehensive Plan Bonus Affordable Housing to allow 12 dwelling units per acre. The Affordable Housing Density bonus would allow up to 28 units. The affordable housing element of the development is privately funded and would be subject to the terms of a land use restriction agreement (LURA).

Zoning	Existing	Proposed
Districts	RDC-12	PD
Typical General Uses	Two-Family Residential	Two-Family Residential
Acreage	2.39	2.39
Density/Intensity	9 DU/GA	11.7 DU/GA
Mathematical Maximum*	21 (Res-9)	28 units (Res-12)

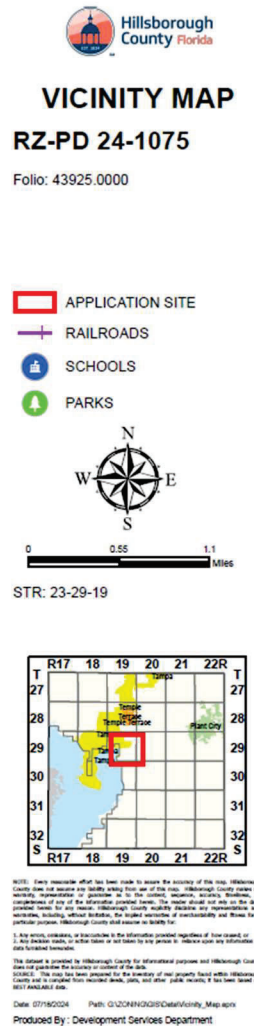
\*number represents a pre-development approximation

Development Standards	Existing	Proposed
Districts	RDC-12	PD 24-1075
Lot Size (SF) / Lot Width (Ft.)	3,500/40'	NA
Setbacks/Buffering & Screening	Front: 20' Side: 5' Rear: 20'	Front: 174' Side: 9' Rear: 105' – 10"
Height	35'	22'

### Additional Information:

PD Variation(s)	LDC Part 6.06.00 (Landscaping/Buffering)
Waiver(s) to the Land Development Code	None requested as part of this application

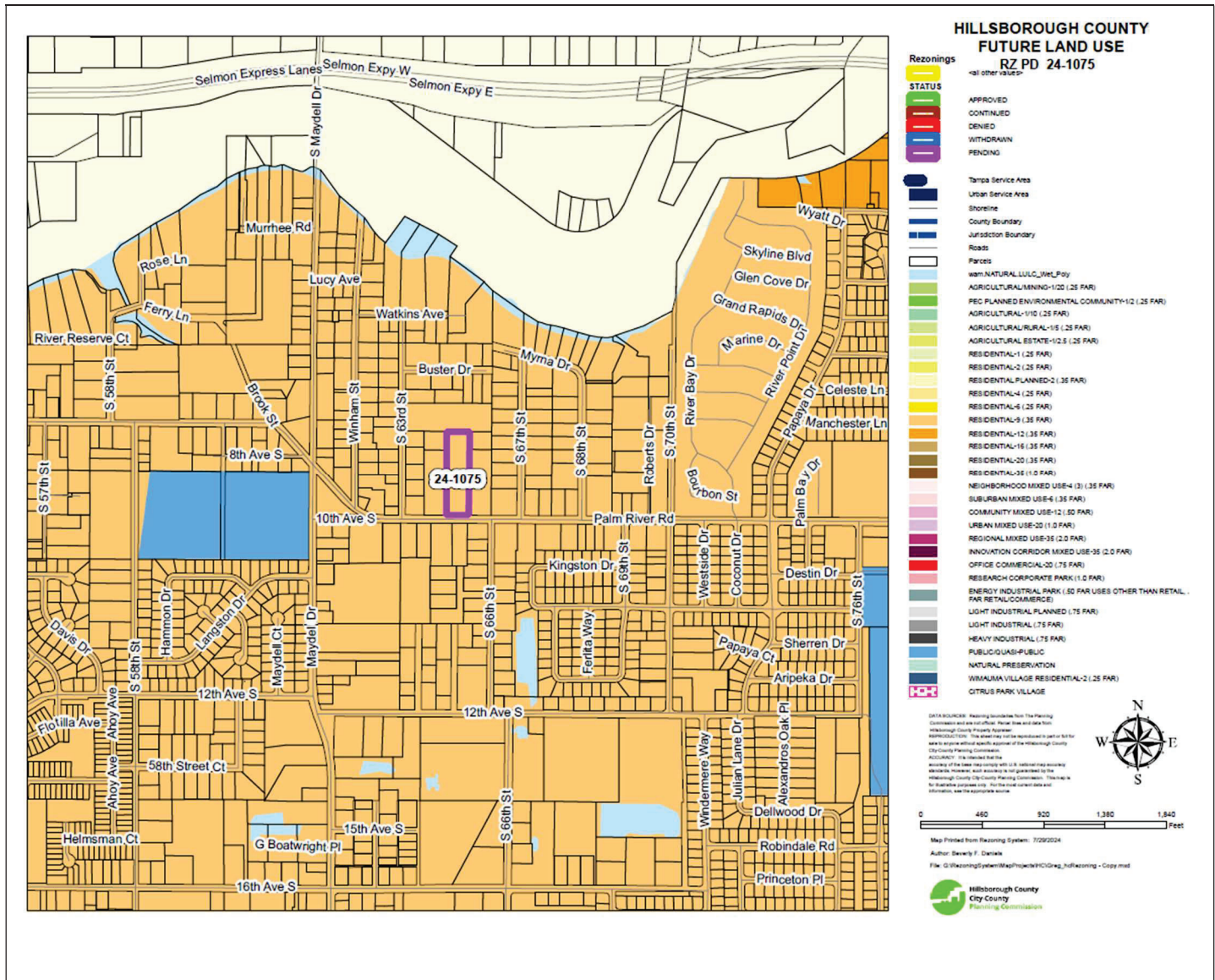
<b>Planning Commission Recommendation:</b> Consistent	<b>Development Services Recommendation:</b> Approvable, subject to proposed conditions
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The predominant zoning and development pattern consists of single family and duplex zoning with properties developed for single-family and religious use as well as undeveloped vacant land.

## 2.0 LAND USE MAP SET AND SUMMARY DATA

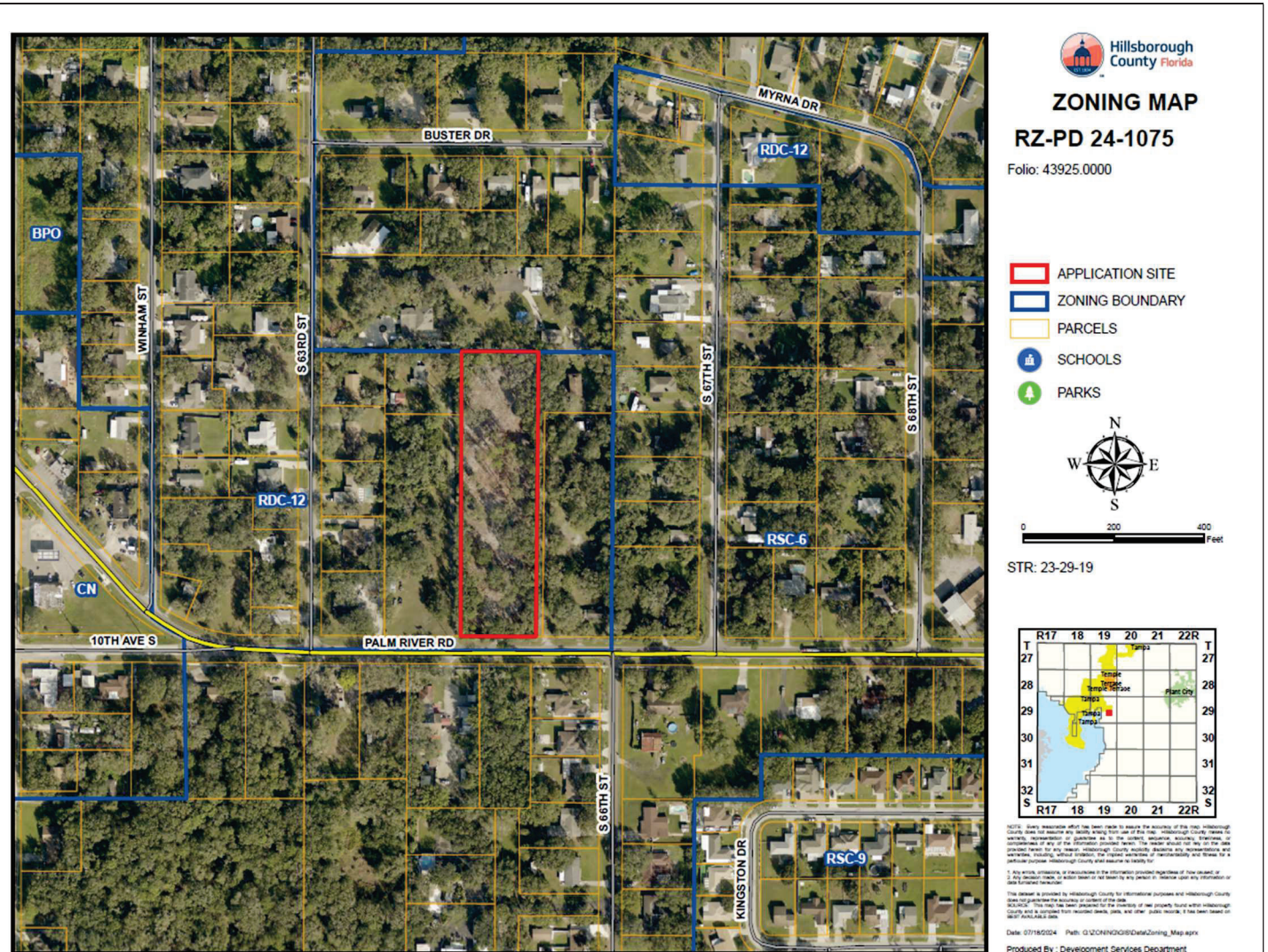
### 2.2 Future Land Use Map



Subject Site Future Land Use Category	Residential – 9 (Res – 9)
Maximum Density/FAR	9 Dwellings per Gross Acre 0.50 FAR up to 175,000 SF
Typical Uses	Residential, urban scale neighborhood commercial, office, multi-purpose, and mixed use.

## 2.0 LAND USE MAP SET AND SUMMARY DATA

### 2.3 Immediate Area Map



#### Adjacent Zonings and Uses

Location	Zoning	Maximum Density/FAR Permitted by Zoning District	Allowable Use	Existing Use
North	RSC-6	6 DU per GA/NA	Single-Family, Conventional	Single-Family
South	RSC-6	6 DU per GA/NA	Single-Family, Conventional	Vacant and Church
East	RDC-12	9 DU per GA/NA	Two-Family Residential, Conventional and Zero-Lot Line	Single-Family
West	RDC-12	9 DU per GA/NA	Two-Family Residential, Conventional and Zero-Lot Line	Single-Family and Vacant

## 2.4 Proposed Site Plan (partial provided below for size and orientation purposes. See Section 8.0 for full site plan)



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**3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)****Adjoining Roadways (check if applicable)**

Road Name	Classification	Current Conditions	Select Future Improvements
Palm River Rd.	County Collector - Rural	2 Lanes <input checked="" type="checkbox"/> Substandard Road <input type="checkbox"/> Sufficient ROW Width	<input type="checkbox"/> Corridor Preservation Plan <input type="checkbox"/> Site Access Improvements <input type="checkbox"/> Substandard Road Improvements <input checked="" type="checkbox"/> Other – TBD

**Project Trip Generation** ☐ Not applicable for this request

	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips
Existing	312	24	30
Proposed	162	9	15
Difference (+/-)	(-) 150	(-) 15	(-) 15

\*Trips reported are based on gross external trips unless otherwise noted.

**Connectivity and Cross Access** ☐ Not applicable for this request

Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding
North		None	None	Meets LDC
South	X	Pedestrian & Vehicular	None	Meets LDC
East		Pedestrian & Vehicular	Vehicular & Pedestrian	Meets LDC
West		Pedestrian & Vehicular	Vehicular & Pedestrian	Meets LDC

Notes: Shared Access Facility provided.

**Design Exception/Administrative Variance** ☒ Not applicable for this request

Road Name/Nature of Request	Type	Finding
	Choose an item.	Choose an item.
	Choose an item.	Choose an item.
	Choose an item.	Choose an item.
	Choose an item.	Choose an item.

Notes: There are required Transportation Related Administrative Reviews (TRARs) which have been deferred to the site/construction plan review phase.

## 4.0 ADDITIONAL SITE INFORMATION &amp; AGENCY COMMENTS SUMMARY

INFORMATION/REVIEWING AGENCY	Comments Received	Objections	Conditions Requested	Additional Information/Comments																									
<b>Environmental</b>																													
Environmental Protection Commission	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																										
Natural Resources	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																										
Environmental Services Division	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																										
Conservation & Environmental Lands Management	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																										
Check if Applicable: <input type="checkbox"/> Wetlands/Other Surface Waters <input type="checkbox"/> Use of Environmentally Sensitive Land Credit <input type="checkbox"/> Wellhead Protection Area <input type="checkbox"/> Surface Water Resource Protection Area <input type="checkbox"/> Potable Water Wellfield Protection Area <input type="checkbox"/> Significant Wildlife Habitat <input type="checkbox"/> Coastal High Hazard Area <input type="checkbox"/> Urban/Suburban/Rural Scenic Corridor <input type="checkbox"/> Adjacent to ELAPP property <input type="checkbox"/> Other _____																													
<b>Public Facilities</b>																													
<b>Transportation</b> <input type="checkbox"/> Design Exc./Adm. Variance Requested <input type="checkbox"/> Off-site Improvements Provided	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																										
<b>Service Area/ Water &amp; Wastewater</b> <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> City of Tampa <input type="checkbox"/> Rural <input type="checkbox"/> City of Temple Terrace	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No																										
<b>Hillsborough County School Board</b> Adequate <input checked="" type="checkbox"/> K-5 <input checked="" type="checkbox"/> 6-8 <input checked="" type="checkbox"/> 9-12 <input type="checkbox"/> N/A Inadequate <input type="checkbox"/> K-5 <input type="checkbox"/> 6-8 <input type="checkbox"/> 9-12 <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																										
<b>Impact/Mobility Fees</b> Discounted Affordable Housing rates are only eligible if the project is going through approved Affordable Housing Department process and the Affordable Housing Department can provide documentation that states the income level breakdown of the unit occupants. Townhouse (fee estimate is based on an 800SF, 1-2 Story) (per unit) <table border="1"> <thead> <tr> <th></th> <th>Full Rate</th> <th>HH income &lt; 50% SHIP</th> <th>HH income b/t 50-80% SHIP</th> <th>Total potential Range</th> </tr> </thead> <tbody> <tr> <td>Mobility:</td> <td>\$6,661</td> <td>\$3,793</td> <td>\$4,453</td> <td>\$106,204 - \$186,508</td> </tr> <tr> <td>Parks:</td> <td>\$1,368</td> <td>\$1,368</td> <td>\$1,368</td> <td>\$38,304</td> </tr> <tr> <td>School:</td> <td>\$1,645</td> <td>\$1,645</td> <td>\$1,645</td> <td>\$46,060</td> </tr> <tr> <td>Fire:</td> <td>\$ 249</td> <td>\$ 249</td> <td>\$ 249</td> <td>\$ 6,972</td> </tr> </tbody> </table>						Full Rate	HH income < 50% SHIP	HH income b/t 50-80% SHIP	Total potential Range	Mobility:	\$6,661	\$3,793	\$4,453	\$106,204 - \$186,508	Parks:	\$1,368	\$1,368	\$1,368	\$38,304	School:	\$1,645	\$1,645	\$1,645	\$46,060	Fire:	\$ 249	\$ 249	\$ 249	\$ 6,972
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Comprehensive Plan	Comments Received	Findings	Conditions Requested	Additional Information/Comments
<b>Planning Commission</b> <input type="checkbox"/> Meets Locational Criteria <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Locational Criteria Waiver Requested <input type="checkbox"/> Minimum Density Met <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> Consistent	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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## **5.0 IMPLEMENTATION RECOMMENDATIONS**

### **5.1 Compatibility**

Residential buildings within the proposed development will be limited to 2 dwelling units per building and the density will be limited to 11.7 units per acre, which is consistent with the RDC-12 zoned properties that adjoin the property to the east and west. The single-family property to the north will be separated from the building envelope by 105 feet, a storm pond and Type “A” screening. The variation to 6.06.06 to allow for two 50-foot portions of landscape buffering to be reduced from a required 5-foot type “A” to zero buffer is required to meet cross access requirements. Staff finds that because these two sections of zero buffer and screening are located south of the building envelope the variation will have minimal impact on the neighboring properties. Based on these considerations, staff finds the proposed planned development compatible with the zoning and land use pattern in the area.

### **5.2 Recommendation**

Based on the above considerations, staff recommends approval subject to conditions.

## 6.0 PROPOSED CONDITIONS

Prior to certification, the site plan shall be revised to address the following items:

- indicate Type “A” screening and to call-out a 5-foot Type “A” buffer along the north boundary,
- revise note 12 to indicate that a variation to 6.06.06 is proposed to allow for cross access,
- revise note 9 to remove “related parking area” and to indicate 1600 SF maximum living area per building, and
- remove the “Required” column from the setback summary table.
- Remove Zoning Note #6 (Property to be covered by hedge on all sides.
- Delineate the 12-foot-strip of right-of-way along the project’s frontage to be dedicated and conveyed to the County (as described in the narrative) and label as “12-foot-wide Right-of-way Dedication and Conveyance – See Conditions of Approval”;
- Correct the label reading “TS-3 Driveway” to instead state “TS-3 Roadway”
- Correct the Shared Access Facility labels to include all folios, including the subject property, and correct folio number errors. Folios specified should include 43925.0000, 43924.0000, 43924.5000, 43926.0100, and 43926.0000; and,
- Remove any portions of the fence from the far yard which interfere with clear site distances or are otherwise located within the right-of-way to be dedicated and conveyed to the County

**Approval** - Approval of the request, subject to the conditions listed below, is based on the general site plan submitted June 26, 2024.

1. The project shall be developed in general conformance with the June 26, 2025, site plan and be limited to the following uses:
  - a. Two-Family residential with no Affordable Housing Density Bonus: a maximum of 21 dwelling units.
  - b. Two-Family residential with an Affordable Housing Density Bonus: 22 to a maximum of up to 28 dwelling units. The developer shall enter into the Declaration of Covenants and Restrictions a Land Use Restriction Agreement (LURA) with the Hillsborough County, included as part of these conditions of approval (LURA). Affordable Housing Department which shall that provides for implementation of the below criteria. The County Administrator, or designee, is hereby authorized to execute the LURA if required for development pursuant to these conditions of approval. The LURA shall be executed and recorded prior to any application for site development permits beyond 62 multi-family units. Development of more than 21 units shall comply with the following:
    - 1) Twenty percent (20%) of the proposed units in the Project must be affordable to households making 100% or less of the area median income ("AMI") for a period of at least 30 years, with a minimum of 50% of the affordable units set aside for incomes at or below 60% AMI;
    - 2) The Affordable Units shall be intermixed with, and not segregated from, the Dwelling Units in the Project which are not designated as Affordable Units ("Market Rate Units"). At all times, the Affordable Units must be at least reasonably comparable in terms of size, features and number of bedrooms to the Market Rate Units. Eligible Households shall not be excluded from using common area amenities within the Project;
    - 3) No Affordable Unit shall be occupied by the Owner or any person related to or affiliated with the Owner or the operator of the project;

- 4) The Owner shall maintain complete and accurate income records pertaining to each eligible household occupying an Affordable Unit. These records must be updated annually and shall be maintained for at least six years following the date of each such record; and
  - 5) The Owner shall, during the affordability period as defined herein, provide an annual report to the County's Affordable Housing Services Department ("Department") between May 1 and July 31 of each year, unless the Department, in its sole discretion, agrees in writing to a different reporting period. The annual report shall provide the following information regarding each affordable unit:
    - a) the unit address;
    - b) the number of persons residing in the affordable unit;
    - c) the Adjusted Gross Income of the persons residing in the affordable unit;
    - d) the monthly rent charged; and
    - e) any other information reasonably required to ensure compliance with this LURA and requested by the County. The annual report shall identify the dates of both the initial and the final certificates of occupancy for the Project.
2. Each residential building is limited to two dwelling units and 1,600 SF of living area.
3. Minimum setback requirements are as follows:

North: 105 feet 10 inches

South: 174 feet

East: 9 feet

West: 9 feet
4. Buildings shall be spaced not less than 10 feet apart.
5. Buffering and screening shall consist of the following:

A 9-foot Type "A" buffer with a six-foot-tall evergreen hedge with an overall screen opacity of 75% or shall be required along the east and west property boundaries except as approved through a variation to LDC Section 6.06.06; and

A 5-foot Type "A" buffer with a six-foot-tall evergreen hedge with an overall screen opacity of 75% or greater shall be required along the northern property boundary.
6. Notwithstanding anything herein or shown on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the PD boundaries.
7. The project shall be served by (and limited to) one (1) vehicular access connection to Palm River Road.
8. The developer shall construct a type Typical Section – 3 (TS-3) local roadway as generally shown on the PD site plan. Such roadway shall be stubbed out to the eastern and western project boundaries as shown on the PD plan. This roadway shall be considered a Shared Access Facility, serving folios 43925.0000, 43924.0000, 43924.5000, 43926.0100, and 43926.0000. Prior to or concurrent with the initial increment of development, the developer shall records any easements necessary in the Official Records of Hillsborough County necessary to permit the adjacent properties to utilize the Shared Access Facility without further consultation.
9. The developer shall be permitted to install a fence or a wall across the TS-3 roadway stubouts until such time as (re)development occurs on the adjacent property; however, such fence or wall shall be removed prior to or concurrent with utilization of the Shared Access Facility. Such fence or wall shall be designed to facilitate the quick removal of those sections which are necessary to effectuate the above referenced Shared Access.

10. All units within the proposed project shall be located on a single parcel. Subdivision of individual units within the parcel shall not be permitted.
11. Construction access shall be limited to the project access connections shown on the PD site plan. The developer shall include a note in each site/construction plan submittal which indicates same.
12. As proffered by the developer, prior to or concurrent with the initial increment of development the property owner shall dedicate and convey to Hillsborough County a 12-foot-wide strip of land along the project's frontage to accommodate future site access improvements (by others).
13. As proposed, the project requires several Section 6.04.02.B. Administrative Variances (AVs) and/or Transportation Technical Manual (TTM) Design Exceptions (DEs) before site/construction plans can be approved. Specifically, the developer shall be required to obtain all AVs and DEs which, at a minimum, shall include the following: .
  - a. An AV from the Section 6.04.07 access spacing requirements for the project access; and,
  - b. An AV or DE for the Palm River Road substandard roadway improvements.
14. Natural Resources staff identified a number of significant trees on the site including potential Grand Oaks. Every effort must be made to avoid the removal of and design the site around these trees. The site plan may be modified from the Certified Site Plan to avoid tree removal.
15. Approval of this petition by Hillsborough County does not constitute a guarantee that Natural Resources approvals/permits necessary for the development as proposed will be issued, does not itself serve to justify any impacts to trees, natural plant communities or wildlife habitat, and does not grant any implied or vested right to environmental approvals.
16. The construction and location of any proposed environmental impacts are not approved by this correspondence but shall be reviewed by Natural Resources staff through the site and subdivision development plan process pursuant to the Land Development Code.
17. If the notes and/or graphic on the site plan are in conflict with specific zoning conditions and/or the Land Development Code (LDC) regulations, the more restrictive regulation shall apply, unless specifically conditioned otherwise. References to development standards of the LDC in the above stated conditions shall be interpreted as the regulations in effect at the time of preliminary site plan/plat approval.
18. In accordance with LDC Section 5.03.07.C, the certified PD general site plan shall expire for the internal transportation network and external access points, as well as for any conditions related to the internal transportation network and external access points, if site construction plans, or equivalent thereof, have not been approved for all or part of the subject Planned Development within 5 years of the effective date of the PD unless an extension is granted as provided in the LDC. Upon expiration, re-certification of the PD General Site Plan shall be required in accordance with provisions set forth in LDC Section 5.03.07.C.

**Zoning Administrator Sign Off:**

**SITE, SUBDIVISION AND BUILDING CONSTRUCTION IN ACCORDANCE WITH HILLSBOROUGH COUNTY SITE DEVELOPMENT PLAN & BUILDING REVIEW AND APPROVAL.**

Approval of this re-zoning petition by Hillsborough County does not constitute a guarantee that the project will receive approvals/permits necessary for site development as proposed will be issued, nor does it imply that other required permits needed for site development or building construction are being waived or otherwise approved. The project will be required to comply with the Site Development Plan Review approval process in addition to obtain all necessary building permits for on-site structures.

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## 7.0 ADDITIONAL INFORMATION AND/OR GRAPHICS

Prepared by and After Recording Return to:  
Hillsborough County Affordable Housing Services  
Attention: Director  
601 E. Kennedy Blvd. 24th Floor  
Tampa, FL 33602

Folio No.: \_\_\_\_\_

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

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**DECLARATION**  
**OF COVENANTS AND RESTRICTIONS**

*for*

**AFFORDABLE MULTI-FAMILY RENTAL UNITS THROUGH THE AFFORDABLE**  
**HOUSING DENSITY BONUS POLICY OF THE UNINCORPORATED**  
**HILLSBOROUGH COUNTY COMPREHENSIVE PLAN**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS**, also known as the Land Use Restriction Agreement, hereinafter referred to as the "LURA", is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and \_\_\_\_\_, a \_\_\_\_\_ (state) \_\_\_\_\_ (corporate form) hereinafter referred to as "Owner".

**R E C I T A L S**

**WHEREAS**, the Owner is the owner in fee of that certain real property located in Hillsborough County, Florida, as legally described in **Exhibit "A"** attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and

**WHEREAS**, the Owner seeks to rezone the Property from \_\_\_\_\_ to \_\_\_\_\_, and proposes to develop multifamily rental housing on the Property utilizing a density bonus (the "Project"), as generally depicted on the site plan submitted with rezoning application # \_\_\_\_\_, which rezoning was applied for in order to obtain approval for the Project; and

**WHEREAS**, rezoning # \_\_\_\_\_ proposes an increase in allowable dwelling units per acre from \_\_\_\_\_ to \_\_\_\_\_ pursuant to Objective 1.3 of the Housing Component of the Unincorporated Hillsborough County Comprehensive Plan (the "Density Bonus Policy"), which provides that the maximum residential density of a project may be increased when the purpose for the increase is to provide affordable housing for households of moderate or lower income; and

**WHEREAS**, under the Density Bonus Policy, twenty percent (20%) of the proposed units in the Project must be affordable to households making 100% or less of the area median income (“AMI”) for a period of at least 30 years, with a minimum of 50% of the affordable units set aside for incomes at or below 60% AMI; and

**WHEREAS**, the Density Bonus Policy provides that the bonus shall be memorialized in a Land Use Restriction Agreement; and

**WHEREAS**, in compliance with the provisions of the Density Bonus Policy and in order to obtain the additional dwelling units for the Owner’s Project, the Owner agrees to restrict at least 20% of the total number of residential units to be developed on the Property as affordable housing, as defined herein; and

**WHEREAS**, to maintain compliance with the Density Bonus Policy, the Owner and the County wish to ensure that the restricted units are maintained as affordable housing for a period of not less than thirty (30) years, regardless of any subsequent changes in ownership of the Property; and

**WHEREAS**, on \_\_\_\_\_, 2025, the Hillsborough County Board of County Commissioners approved the form of this LURA and delegated authority to execute the LURA to the County Administrator or designee.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Owner do hereby contract and agree as follows:

1. RECITALS.

The recitals set forth above are true and correct and incorporated into this LURA by reference.

2. PROPERTY.

The Property subject to this LURA is further described in **Exhibit “A”**, attached hereto and incorporated herein by reference.

3. DEFINITIONS.

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

a. **“Adjusted Gross Income”** means all wages, assets, regular cash or noncash contributions or gifts from persons outside the Eligible Household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.

b. “**Affordable**” means that monthly rents including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the annual median Adjusted Gross Income for an Eligible Household.

c. “**Affordable Unit**” or “**Affordable Units**” means those Dwelling Units that are Affordable to an Eligible Household. Affordable Unit(s) need not be limited to particular designated Dwelling Units within the Project but may be floating units that change over time. If the Project, as defined herein, is developed with the Maximum Number of Units, the number of Affordable Units within the Project shall be no fewer than \_\_\_\_\_ (\_\_\_\_) Affordable Units. Of the total number of Affordable Units within the Project, one-half of the units shall be affordable to Low Income Households.

d. “**Dwelling Units**” means the residential rental units within the Project, including Affordable Units and those units which are market-rate. The Project is approved for no more than \_\_\_\_\_ (\_\_\_\_) Dwelling Units (the “**Maximum Number of Units**”), of which at least 20 percent (20%) shall be Affordable Units.

e. “**Eligible Household(s)**” means one or more natural persons or a family, the total annual adjusted gross household income of which is at or below 100 percent (100%) of the median annual Adjusted Gross Income for households within the state or the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, whichever is greater.

f. “**Low Income Household(s)**” is an Eligible Household with a total annual adjusted gross household income which is at or below sixty percent (60%) of the median annual Adjusted Gross Income for households within the state or the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, whichever is greater.

g. “**Project**” means the multifamily rental housing development on the Property for which the Owner is applying to obtain rezoning approval from the County.

#### 4. USE AND OCCUPANCY OF THE PROPERTY.

The Owner shall comply with the following restrictions regarding the use and occupancy of the Project for the duration of the Affordability Period as defined and established in Section 5 hereof:

a. The Owner shall develop and maintain the Project as a multifamily rental housing development and shall rent and hold available for rental no fewer than twenty percent (20%) of the Dwelling Units as Affordable Units for rent exclusively to Eligible Households, with one-half the number of Affordable Units set aside for Low Income Households.

b. In order to receive a certificate of occupancy for a building within the Project containing Dwelling Units, the number of Affordable Units in the building must, at a minimum be greater than or equal to 20% of the Dwelling Units within that building.

c. For each Affordable Unit, the Owner shall be responsible for accepting rental applications and determining and verifying the Adjusted Gross Income of prospective tenants to ensure such tenants qualify as an Eligible Household. Adjusted Gross Income shall be calculated

by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination.

d. Rents for all Affordable Units shall be Affordable to the Eligible Household occupying the Affordable Unit.

e. The Affordable Units shall be intermixed with, and not segregated from, the Dwelling Units in the Project which are not designated as Affordable Units (“**Market Rate Units**”). At all times, the Affordable Units must be at least reasonably comparable in terms of size, features and number of bedrooms to the Market Rate Units. Eligible Households shall not be excluded from using common area amenities within the Project.

f. No Affordable Unit shall be occupied by the Owner or any person related to or affiliated with the Owner or the operator of the Project.

5. AFFORDABILITY PERIOD.

The Affordability Period shall commence upon the issuance of the first certificate of occupancy for the Project, and end after a period of no less than thirty (30) years from the last certificate of occupancy for the Project.

6. RECORDS.

The Owner shall maintain complete and accurate income records pertaining to each Eligible Household occupying an Affordable Unit. These records must be updated annually and shall be maintained for at least six (6) years following the date of each such record.

At a minimum, Owner shall maintain the following records for each occupied Affordable Unit:

a. An Eligible Household’s complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income and asset information for each household member;

b. A copy of the lease agreement listing the term of tenancy, the unit occupied, the rent, and identifying each tenant residing in the Affordable Unit;

c. Verification that the household is an Eligible Household as defined herein; and

d. Verification that the Eligible Household’s rent is Affordable as defined herein.

7. ANNUAL REPORT; MONITORING FEE.

a. The Owner shall, during the Affordability Period as defined herein, provide an Annual Report to the County’s Affordable Housing Services Department (“**Department**”) between May 1 and July 31 of each year, unless the Department, in its sole discretion, agrees in writing to a different reporting period. The Annual Report shall provide the following information regarding each Affordable Unit: (a) the unit address; (b) the number of persons residing in the Affordable Unit; (c) the Adjusted Gross Income of the persons residing in the Affordable Unit; (d) the monthly rent charged; and (e) any other information reasonably required to ensure compliance

with this LURA and requested by the County. The Annual Report shall identify the dates of both the initial and the final certificates of occupancy for the Project.

b. Subsequent to submittal of each Annual Report, the Department shall provide the Owner with a written fee statement for County's actual costs of monitoring the Project for the reporting period. The Owner shall pay the monitoring fee to the County within thirty (30) days of receipt of the fee statement. Failure to make a full and timely payment shall be a violation of this LURA, subject to the enforcement provisions of Section 11.

8. MAINTENANCE OF THE PROPERTY AND COMPLIANCE WITH APPLICABLE LAWS.

a. The Owner shall at all times operate the Project in conformity with all federal, state and local laws, rules, regulations, ordinances and orders which may be applicable to the Project, including but not limited to the Federal Fair Housing Act, as implemented by 24 CFR Part 100, the Florida Fair Housing Act, the Americans with Disabilities Act of 1990, and the Florida Americans with Disabilities Accessibility Implementation Act, as amended.

b. The Owner shall maintain the Project and the Property in a condition which is consistent with the County's Land Development Code and Property Maintenance Code (Hillsborough County Code of Laws and Ordinances, Part A, Chapter 8, Article IV).

9. MONITORING AND INSPECTION.

The Owner shall permit the County or its designee to inspect all records, in person or virtually, including but not limited to financial statements and rental records, pertaining to Affordable Units upon reasonable notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this LURA. The County may, from time to time, make or cause to be made inspections of the Affordable Units and Project rental records to determine compliance with the conditions specified herein. The County shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary arrangements to facilitate the County's inspection. The County may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that the County shall give the Owner notice prior to any such inspection, specifying reasonable cause therefor related to the County's interest in enforcing this LURA.

10. COVENANTS RUN WITH THE LAND.

All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the County, its successors and assigns, against the Owner, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions,

regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property or the Project. Prior to any transfer of interest in the Property or the Project, the Owner shall provide written notice to the County of the Owner's intent to transfer the Property or the Project in accordance with Section 17.

11. ENFORCEMENT.

If the Owner violates any of the terms and conditions of this LURA or breaches a restriction, warranty, covenant, obligation or duty set forth herein, and if such violation or breach remains uncured for a period of thirty (30) days after written notice thereof, the County shall be entitled, in its sole discretion, to any or all of the remedies described below:

a. If the County, by and through the Department, determines that the Owner has taken and diligently continues corrective action and that the breach cannot be corrected within the thirty (30) day period, the County may, in its sole discretion, allow the Owner up to six (6) months after first notice to cure the breach.

b. The County may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. The County shall be entitled to recover its costs and expenses and reasonable attorneys' fees in any such judicial proceeding where the County shall prevail.

c. The County may require that the Annual Report required pursuant to Section 7 hereof be provided quarterly for so long as the County deems reasonable and necessary.

d. In the event that the violation or breach requires that the County undertake additional monitoring of the Project, the County, in its sole discretion, may require the Owner to pay to the County a compliance monitoring fee for supplemental monitoring in the amount necessary to reimburse the County for performing such supplemental monitoring. This fee shall be in addition to, and distinct from, any reimbursement of costs and legal fees to which the County may be entitled as a result of judicial enforcement action and any fines payable to the County pursuant to Subsection 11.e. hereof and shall be payable without respect to whether the County undertakes or succeeds in judicial enforcement or code enforcement activities. The County's right to be compensated for additional monitoring shall, at the Department's discretion, extend for a period of up to two years following the most recent finding of noncompliance with this LURA. The County shall submit written fee statements to the Owner on a quarterly basis which shall be paid by the Owner within thirty (30) days of receipt.

e. The rezoning for this Project was approved by the County in consideration of the Owner's agreement to comply with the terms and conditions of this LURA for the duration of the Affordability Period. Therefore, a violation of the terms and conditions of this LURA constitutes a violation of the approved zoning for the Project and such violation may, at the election of the County, be enforced as provided in Chapter 162, Parts I and II, of the Florida Statutes and Part A, Chapter 14, Articles II and III, of the Hillsborough County Code of Laws and Ordinances, which,

among other remedies, would enable the County to impose fines or issue citations for noncompliance and to place liens on the Property. The Owner irrevocably consents to the jurisdiction of the Hillsborough County Code Enforcement Board and Hillsborough County Code Enforcement Special Magistrate for all purposes related to enforcement of this LURA and expressly waives any objection or defense to such jurisdiction.

f. The provisions hereof are imposed upon and made applicable to the land and shall run with the land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation.

g. Any failure of the County to enforce this LURA shall not be deemed a waiver of the right to do so thereafter.

12. SUBORDINATION.

The Owner shall obtain and record in the official public records of Hillsborough County the written consent and subordination to this LURA and the requirements hereof of any prior recorded lienholder of record on the Property in a form substantially similar to that attached as **Exhibit "B"**. Copies of the executed and acknowledged lienholder's consent(s), if any, shall be provided to the County for review and approval along with a current title opinion or property information report prior to the acceptance by the County of a preliminary site development plan application or site development construction plans for the Project.

13. REPRESENTATIONS AND WARRANTIES OF OWNER.

The Owner warrants and represents that:

a. The Owner has the full power, authority and capacity to enter into this LURA and to carry out the Owner's obligations as described in this LURA; and

b. The execution and performance of this LURA by the Owner will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Property is bound, and will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

14. RELEASE.

The Owner hereby releases the County and the Hillsborough County Board of County Commissioners, and the respective agents and employees of the County and the Hillsborough County Board of County Commissioners, from and against any and claims, demands, damages, actions or causes of action, whether in law or in equity, which the Owner has or may have, by reason of the Owner's decision to proceed with the Project in reliance on this LURA.

15. RECORDATION, EFFECTIVE DATE AND DURATION.

a. This LURA and any amendments hereto shall be recorded by the County in the Official Public Records of Hillsborough County, Florida, and the County shall pay all fees and charges incurred in connection therewith.

b. This LURA shall become effective as of the Effective Date set forth above and upon recording of this LURA in the Official Public Records of Hillsborough County, Florida.

c. This LURA and the restrictions provided herein shall run with the Property and shall remain in effect until the termination of the Affordability Period.

d. Upon conclusion of the Affordability Period, the covenants herein shall be deemed satisfactory complied with unless documents properly and timely recorded with the Hillsborough County Clerk of the Circuit Court indicate otherwise, and the County and the Owner will execute a recordable document further evidencing such termination.

16. MODIFICATION OF AGREEMENT.

The County and its successors and assigns and Owner and the successors and assigns of Owner in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property. Any amendment or modification to this LURA must be in writing and signed by the County and the Owner, or their successors and assigns.

The County and Owner, and their respective successors and assigns, agree to amend or modify this LURA in the event that subsequent changes in state or federal law require such amendments or modifications.

17. NOTICE.

All notices which may be given pursuant to this LURA shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

**COUNTY:**

Attn: Director  
Hillsborough County  
Affordable Housing Services Department  
P.O. Box 1110  
Tampa, FL 33601

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. SEVERABILITY.

If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

19. ENTIRE AGREEMENT.

This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

20. VENUE AND GOVERNING LAW.

Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed, and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

21. MULTIPLE COUNTERPARTS.

This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. ELECTRONIC SIGNATURES AUTHORIZED.

The County and the Owner agree that this LURA and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS HERETO**, the parties herein have caused this LURA to be executed at the place and on the day specified hereinabove.

**HILLSBOROUGH COUNTY, FLORIDA**

Signed, sealed and  
delivered in the presence  
of:

By: \_\_\_\_\_  
County Administrator/Designee

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name typed or printed

**STATE OF FLORIDA                    )**  
**COUNTY OF HILLSBOROUGH        )**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_(date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) as Hillsborough County Administrator or their designee, on behalf of the County. He/she is personally known to me or has produced \_\_\_\_\_(type of identification) as identification.

[Notary Seal]

Notary Public

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

**OWNER:**

Signed, sealed and  
delivered in the presence  
of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name printed or typed

\_\_\_\_\_  
[Name, Title]  
[Organization]

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name typed or printed

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of company acknowledging) , a \_\_\_\_\_ (state or place of incorporation) company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**to**  
**LAND USE RESTRICTION AGREEMENT**  
**LEGAL DESCRIPTION**

**Folio:**

**Address:**

**Legal Description:**

**EXHIBIT B**  
**to**  
**LAND USE RESTRICTION AGREEMENT**  
**CONSENT AND SUBORDINATION OF LIENHOLDER**

Prepared by:

[*name*]

[*title, organization*]

[*address*]

After Recording Return to:

Hillsborough County Affordable Housing Services

Attention: Director

601 E. Kennedy Blvd. 24<sup>th</sup> Floor

Tampa, FL 33602

Folio No.: \_\_\_\_\_

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

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**CONSENT AND SUBORDINATION OF LIENHOLDER**

The undersigned Lender hereby consents to the execution of the Declaration of Covenants and Restrictions ("LURA") by and between Hillsborough County, a political subdivision of the State of Florida, and \_\_\_\_\_, a \_\_\_\_\_ ("Owner") the owner of the property identified as Exhibit "A" to the LURA (the "Property"). A copy of the LURA is attached hereto as Exhibit "1".

The undersigned Lender hereby subordinates its lien(s) on the Property to the LURA and the covenants, conditions, and restrictions therein, such that a foreclosure (or the execution of an instrument in lieu of foreclosure) of the Lender's lien(s) shall not extinguish the LURA.

The Lender acknowledges and agrees, and this Consent and Subordination of Lienholder shall be recorded by the Owner in the official public records of Hillsborough County, Florida, and a copy of the recorded document shall be provided by the Owner to the Lender.

**LENDER:**

Signed, sealed and  
delivered in the presence  
of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name printed or typed

\_\_\_\_\_  
[Name, Title]  
[Organization]

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name typed or printed

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

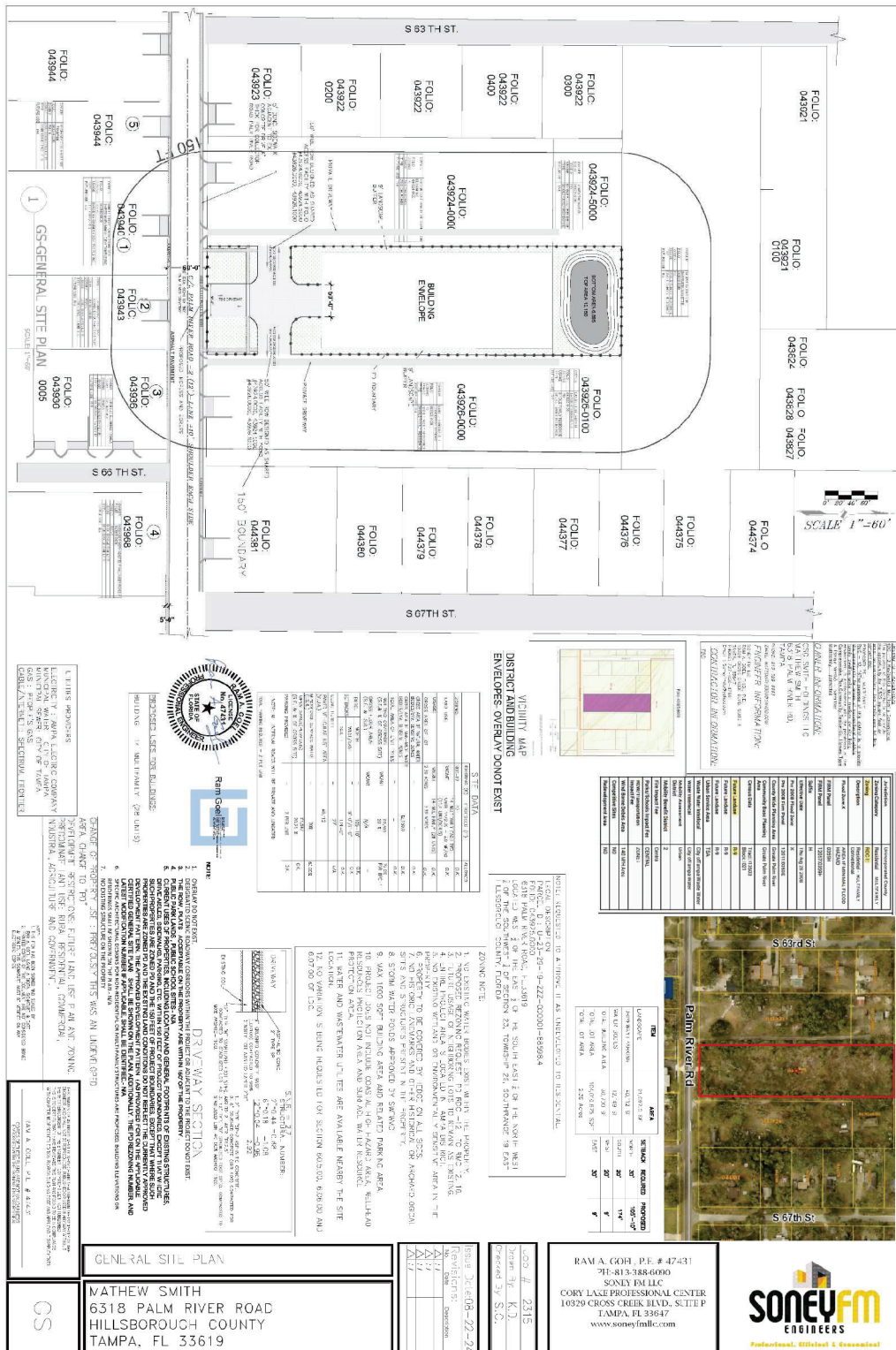
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of company acknowledging) , a \_\_\_\_\_ (state or place of incorporation) company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

## 8.0 PROPOSED SITE PLAN (FULL)



**9.0 FULL TRANSPORTATION REPORT (see following pages)**

## AGENCY REVIEW COMMENT SHEET

TO: Zoning Technician, Development Services Department

DATE: 8/10/2025

REVIEWER: James Ratliff, AICP, PTP, Principal Planner

AGENCY/DEPT: Transportation

PLANNING AREA: PR

PETITION NO: RZ 24-1075

- ☐ This agency has no comments.
- ☐ This agency has no objection.
- ☒ This agency has no objection, subject to listed or attached conditions.
- ☐ This agency objects for the reasons outlined below.

### **CONDITIONS OF APPROVAL**

1. Notwithstanding anything herein or shown on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the PD boundaries.
2. The project shall be served by (and limited to) one (1) vehicular access connection to Palm River Rd.
3. The developer shall construct a type Typical Section – 3 (TS-3) local roadway as generally shown on the PD site plan. Such roadway shall be stubbed out to the eastern and western project boundaries as shown on the PD plan. This roadway shall be considered a Shared Access Facility, serving folios 43925.0000, 43924.0000, 43924.5000, 43926.0100, and 43926.0000. Prior to or concurrent with the initial increment of development, the developer shall records any easements necessary in the Official Records of Hillsborough County necessary to permit the adjacent properties to utilize the Shared Access Facility without further consultation.
4. The developer shall be permitted to install a fence or a wall across the TS-3 roadway stubouts until such time as (re)development occurs on the adjacent property; however, such fence or wall shall be removed prior to or concurrent with utilization of the Shared Access Facility. Such fence or wall shall be designed to facilitate the quick removal of those sections which are necessary to effectuate the above referenced Shared Access.
5. All units within the proposed project shall be located on a single parcel. Subdivision of individual units within the parcel shall not be permitted.
6. Construction access shall be limited to the project access connections shown on the PD site plan. The developer shall include a note in each site/construction plan submittal which indicates same.
7. As proffered by the developer, prior to or concurrent with the initial increment of development the property owner shall dedicate and convey to Hillsborough County a 12-foot-wide strip of land along the project's frontage to accommodate future site access improvements (by others).
8. As proposed, the project requires several Sec. 6.04.02.B. Administrative Variances (AVs) and/or Transportation Technical Manual (TTM) Design Exceptions before site/construction plans can be

approved. Specifically, the developer shall be required to obtain all AVs and DEs which, at a minimum, shall include the following:

- a. An AV from the Sec. 6.04.07 access spacing requirements for the project access; and,
- b. An AV or DE for the Palm River Rd. substandard roadway improvements.

#### Other Conditions

- Prior to PD Site Plan Certification, the developer shall revise the PD site plan to:
  - Delineate the 12-foot-strip of right-of-way along the project's frontage to be dedicated and conveyed to the County (as described in the narrative) and label as "12-foot-wide Right-of-way Dedication and Conveyance – See Conditions of Approval";
  - Correct the label reading "TS-3 Driveway" to instead state "TS-3 Roadway"
  - Correct the Shared Access Facility labels to include all folios, including the subject property, and correct folio number errors. Folios specified should include 43925.0000, 43924.0000, 43924.5000, 43926.0100, and 43926.0000; and,
  - Remove any portions of the fence from the far yard which interfere with clear site distances or are otherwise located within the right-of-way to be dedicated and conveyed to the County.

#### **PROJECT SUMMARY AND TRIP GENERATION**

The applicant is requesting to rezone a +/- 2.4 ac. parcel, from Residential Duplex Conventional – 12 (RDC-12) to Planned Development (PD). The applicant is requesting approval of 28 multi-family units, within 2 dwelling structures. Given the form proposed (i.e. a two-family duplex structure) and the applicant's desire for this to be considered multi-family rental housing, staff has including a condition requiring all units to existing on a single lot which may not be subdivided. This will permit the applicant to access the individual units via a driveway rather than a roadway (which would otherwise be required to serve a fee-simple duplex product).

In accordance with the Development Review Procedures Manual (DRPM), the developer submitted a letter indicating that the project falls below the threshold by which a trip generation and site access analysis was required. Staff has prepared a comparison of the number of trips potentially generated under the existing and proposed zoning designations, utilizing a generalized worst-case scenario. Data presented below is based on the Institute of Transportation Engineer's (ITE) Trip Generation Manual, 11<sup>th</sup> Edition.

##### Existing Zoning:

Land Use/Size	24 Hour Two-Way Volume	Total Peak Hour Trips	
		AM	PM
RDC-12, 28 Single-Family Dwelling Units (ITE LUC 210)	312	24	30

##### Proposed Zoning:

Land Use/Size	24 Hour Two-Way Volume	Total Peak Hour Trips	
		AM	PM
PD, 28 Duplex Style Multi-Family Dwelling Units (ITE Code 215)	162	9	15

Trip Generation Difference:

Land Use/Size	24 Hour Two-Way Volume	Total Net Peak Hour Trips	
		AM	PM
<b>Difference</b>	<b>(-) 150</b>	<b>(-) 15</b>	<b>(-) 15</b>

### **TRANSPORTATION INFRASTRUCTURE SERVING THE SITE**

Palm River Rd. is a 2-lane, undivided, substandard, collector roadway characterized by +/- 11-foot-wide travel lanes in average condition. The roadway lies within a +/- 60-foot-wide right-of-way in the vicinity of the project. There is a +/- 5-foot-wide sidewalk along the south side of the roadway in the vicinity of the proposed project. There are no bicycle facilities on the roadway in the vicinity of the proposed project.

### **SITE ACCESS, CONNECTIVITY AND SHARED ACCESS**

The applicant is proposing a single access connection to Palm River Rd. The proposed project access cannot meet access spacing standards, as it is located +/- 66 feet and +/- 73 feet from the next closest access connections on the same side of the roadway (i.e. driveways serving adjoining properties to the west and east). Palm River Rd. is a Class 5 facility with a posted speed of 35 mph in the vicinity of the proposed project. As such, minimum access spacing between connections (on the same or opposite sides of the roadway) is 245 feet. Since the applicant does not meet these minimum standards, a Sec. 6.04.02.B. Administrative Variance will be needed.

Although the applicant is proposing to defer the access spacing variance as further discussed below, in order to facilitate a safer project and PD approval which may lead to a favorable variance adjudication in the future, the applicant has proposed constructing a TS-3 roadway within a portion of the site which will be stubbed out to the east and west project boundaries. These stubouts and the roadway will serve as Shared Access Facilities with those properties to the east and west. In the event those properties redevelop, the subject PD will be required to provide access to those properties (in order to allow them to intensify and their driveways to close, thereby achieving a more compliant access spacing while allowing for safer and more efficient access to the collector roadway.

While the proposed project does not meet Sec. 6.04.04.D. turn lane warrants, staff meet with the applicant and asked how they wanted to address the issue of the adjacent properties (who are planned to share this PD's access in the future) potentially triggering those turn lane warrants, given that there is insufficient right-of-way to accommodate any needed turn lanes. In lieu of the applicant providing an analysis to demonstrate whether the highest and best use on the adjacent properties (under their existing zoning) may trigger turn lanes, the developer opted to dedicate and convey a 12-foot strip of land along the project's frontage in order to facilitate future construction of such turn lane.

Lastly, staff notes that pedestrian cross access is required pursuant to Sec. 6.04.03.Q of the LDC. The roadway stubouts proposed to the east and west also serve to fulfill this requirement.

### **DEFERRED TRANSPORTATION RELATED ADMINISTRATIVE REVIEWS (TRARs) FOR ACCESS SPACING AND SUSTANDARD ROAD IMPROVEMENTS**

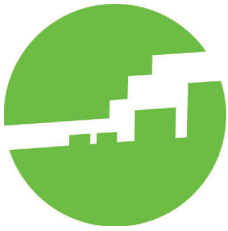
Given the above access spacing issues, the applicant was required to submit a LDC Sec. 6.04.02.B. Administrative Variance from the Sec. 6.04.07 access spacing requirements. The applicant chose to defer submittal of the required access spacing variance until the plat/site/construction plan review stage.

Given that Palm River Rd. is a substandard collector roadway, and in accordance with Sec. 6.04.03.L. of the LDC, the developer is required to improve the public roadway network between the project driveway and the nearest roadway meeting an applicable standard. Deviations from Transportation Technical Manual (TTM) or Transportation Design Manual (TDM) may be considered through the Design Exception (DE) or Design Deviation Memoranda (DDM) process, as applicable. Given there does not appear to be sufficient right-of-way to construct the roadway to the full standard, a DE is anticipated.

The applicant initially submitted TRARs for the above items, but subsequently chose to withdraw them and assume the risk of deferring adjudication to the plat/site/construction plan review stage. The applicant will be required to formally obtain all required AVs and DEs before being allowed to move through the site/construction process. Deferrals of such AVs and DEs are consistent with recent policy changes which no longer require most transportation related AVs and DEs to be approved concurrent with PD rezonings. It should be noted that if the applicant is unable to obtain a required AV or DE, the project would be rendered unconstructable until a supportable request is received.

#### **ROADWAY LEVEL OF SERVICE (LOS) INFORMATION**

Roadway	From	To	LOS Standard	Peak Hr Directional LOS
Palm River Rd.	US 41	78th St.	E	D



**Hillsborough County  
City-County  
Planning Commission**

**Plan Hillsborough**  
[planhillsborough.org](http://planhillsborough.org)  
[planner@plancom.org](mailto:planner@plancom.org)  
813 – 272 – 5940  
601 E Kennedy Blvd  
18<sup>th</sup> floor  
Tampa, FL, 33602

Unincorporated Hillsborough County Rezoning Consistency Review	
<b>Hearing Date:</b> August 18, 2025 <b>Report Prepared:</b> August 7, 2025	<b>Case Number:</b> PD 24-1075 <b>Folio(s):</b> 43925.0000 <b>General Location:</b> East of Maydell Drive, north of Palm River Road, south of the Selmon Expressway and west of 78 <sup>th</sup> Street South
<b>Comprehensive Plan Finding</b>	<b>CONSISTENT</b>
<b>Adopted Future Land Use</b>	Residential-9 (RES-9) (9 du/ga, 0.50 FAR)
<b>Service Area</b>	Urban Service Area
<b>Community Plan(s)</b>	Greater Palm River
<b>Rezoning Request</b>	Planned Development (PD) to allow for 28 affordable housing units
<b>Parcel Size</b>	+/- 2.39 acres
<b>Street Functional Classification</b>	Maydell Drive – <b>County Collector</b> Palm River Road – <b>County Collector</b> Selmon Expressway – <b>State Principal Arterial</b> 78 <sup>th</sup> Street South – <b>County Arterial</b>
<b>Commercial Locational Criteria</b>	Not applicable
<b>Evacuation Area</b>	None

Table 1: COMPARISON OF SURROUNDING PROPERTIES			
Vicinity	Future Land Use Designation	Zoning	Existing Land Use
Subject Property	Residential-9	RDC-12	Vacant
North	Residential-9	RSC-6	Single Family/Mobile Home
South	Residential-9	RDC-12 + RSC-6	Vacant + Public/Quasi-Public
East	Residential-9	RDC-12 + RSC-6	Single Family/Mobile Home
West	Residential-9	RDC-12	Single Family/Mobile Home + Public/Quasi-Public

**Staff Analysis of Goals, Objectives and Policies:**

The 2.39 ± acre subject site is located east of Maydell Drive, north of Palm River Road, south of the Selmon Expressway and west of 78<sup>th</sup> Street South. The subject property is located in the Urban Service Area (USA) and is within the limits of the Greater Palm River Community Plan. The applicant is requesting a rezoning from Residential Duplex Conventional-12 (RDC-12) to Planned Development (PD) for 28 affordable multi-family housing units. The applicant requests to be considered for an affordable housing density bonus.

The proposal meets the intent of Objective 1 and Policy 1.4 of the Future Land Use Element of the Comprehensive Plan (FLUE) by providing residential use within the Urban Service Area where 80 percent of future growth is to be directed. The proposal meets the compatibility requirements of FLUE Policy 1.4, as the character of the area contains similar residential uses along the north and south side of Palm River Road. Single family residential uses extend to the north and south.

FLUE Objective 8 and its associated policies establish Land Use Categories which outline the maximum level of intensity or density, and range of permitted land uses allowed and planned for an area. The subject site is currently designated as Residential-9 (RES-9) on the Future Land Use Map which allows for the consideration of 9 dwelling units per gross acre. With 2.39 acres the subject site can be considered for up to 21 dwelling units. The applicant is also requesting to be considered for an affordable housing density bonus, which increases the allowable number of dwelling units per acre from 21 to 28. The proposed total of 28 units is approximately 11.47 units per acre. With approval of the affordable housing density bonus applied, the proposal is consistent with Objective 8 and its associated policies.

FLUE Objective 16 and its associated neighborhood protection policies seek compatible development within and around established neighborhoods. The proposal is consistent with FLUE Objectives 16.2 and 16.3, as it provides an adequate transition and buffer area on the north side of the subject site. The location of the stormwater pond on the north side allows for an adequate transition between the single family uses north of the site. The proposed density increase is compatible with the surrounding area and is therefore consistent with FLUE Policy 16.10 as well.

The Community Design Component within the FLUE establishes guidelines on compatible development. Goal 12 and Objective 12-1 encourage new developments to match the predominant character of their surroundings. The RES-9 designation surrounding the site allows for the consideration of up to 9 dwelling units per acre. The nature and requested density of 11 dwelling units per acre is a gradual increase and compatible with the surrounding area and is therefore consistent with this policy direction.

The Greater Palm River Community Plan within the Livable Communities Element establishes guidance on community identity and planning growth. Strategy 4 under Goal 2 seeks to encourage the availability of affordable/attainable privately owned housing stock that is safe, decent and community compatible. The proposal for affordable housing on this site is consistent with this goal. Similarly, Goal 5a seeks to provide compatible residential growth. The subject site is located along the Palm River Road and Maydell Drive, which is an area identified for a neighborhood node. The proposal also allows for a range of affordable housing options. Overall, the request is consistent with these policy directions established by the Greater Palm River Community Plan and is therefore consistent with the Livable Communities Element.

Overall, the proposed Planned Development is consistent with the Goals, Objectives, and Policies of the *Unincorporated Hillsborough County Comprehensive Plan*, as it is compatible with the surrounding development pattern and meets the affordable housing density bonus requirements.

### **Recommendation**

Based upon the above considerations and the following Goals, Objectives, and Policies, Planning Commission staff finds the proposed Planned Development **CONSISTENT** with the *Unincorporated Hillsborough County Comprehensive Plan Subject to the conditions set by the Development Services Department*.

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### **Staff Identified Goals, Objectives and Policies of the *Unincorporated Hillsborough County Comprehensive Plan* Related to the Request:**

#### **FUTURE LAND USE ELEMENT**

##### ***Urban Service Area (USA)***

***Objective 1:*** Hillsborough County shall pro-actively direct new growth into the urban service area with the goal that at least 80% of all population growth will occur within the USA during the planning horizon of this Plan. Within the Urban Service Area, Hillsborough County will not impede agriculture. Building permit activity and other similar measures will be used to evaluate this objective.

**Policy 1.2: Minimum Density**

*All new residential or mixed-use land use categories within the USA shall have a density of 4 du/ga or greater unless environmental features or existing development patterns do not support those densities.*

*Within the USA and in categories allowing 4 units per acre or greater, new development or redevelopment shall occur at a density of at least 75% of the allowable density of the land use category, unless the development meets the criteria of Policy 1.3.*

**Policy 1.4:** *Compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean “the same as.” Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.*

**Land Use Categories**

**Objective 8:** *The Future Land Use Map will include Land Use Categories which outline the maximum level of intensity or density and range of permitted land uses allowed and planned for an area. A table of the land use categories and description of each category can be found in Appendix A.*

**Policy 8.1:** *The character of each land use category is defined by building type, residential density, functional use, and the physical composition of the land. The integration of these factors sets the general atmosphere and character of each land use category. Each category has a range of potentially permissible uses which are not exhaustive, but are intended to be illustrative of the character of uses permitted within the land use designation. Not all of those potential uses are routinely acceptable anywhere within that land use category.*

**Policy 8.2:** *Each potential use must be evaluated for compliance with the goals, objectives, and policies of the Future Land Use Element and with applicable development regulations.*

**Policy 8.3: Calculating Density**

*Densities are applied on a gross residential acreage basis which means that each development proposal is considered as a "project". Only those lands specifically within a project's boundaries may be used for calculating any density credits. Acreage dedicated to commercial, office and industrial land uses that fall within a project's boundaries are excluded.*

*Density may be transferred between non-contiguous parcels in accordance with the County's transferable development rights regulations or when the parcels are physically separated from each other by a roadway, wetlands, stream, river, lake or railway.*

*The following lands may be included when calculating gross residential density: planned but unconstructed roads and road rights-of-ways, utility rights-of-way, public and private parks and recreation sites, sites for schools and churches, open space sites and land uses, and community facilities sites such as sewage treatment plants, community centers, well fields, utility substations, and drainage facility sites.*

## **Relationship to Land Development Regulations**

**Objective 9:** All existing and future land development regulations shall be made consistent with the Comprehensive Plan, and all development approvals shall be consistent with those development regulations as per the timeframe provided for within Chapter 163, Florida Statutes. Whenever feasible and consistent with Comprehensive Plan policies, land development regulations shall be designed to provide flexible, alternative solutions to problems.

**Policy 9.1:** Each land use plan category shall have a set of zoning districts that may be permitted within that land use plan category, and development shall not be approved for zoning that is inconsistent with the plan.

**Policy 9.2:** Developments must meet or exceed the requirements of all land development regulations as established and adopted by Hillsborough County, the state of Florida and the federal government unless such requirements have been previously waived by those governmental bodies.

## **Neighborhood/Community Development**

**Objective 16: Neighborhood Protection** The neighborhood is a functional unit of community development. There is a need to protect existing neighborhoods and communities and those that will emerge in the future. To preserve, protect and enhance neighborhoods and communities, all new development must conform to the following policies.

**Policy 16.2:** Gradual transitions of intensities between different land uses shall be provided for as new development is proposed and approved, through the use of professional site planning, buffering and screening techniques and control of specific land uses.

**Policy 16.3:** Development and redevelopment shall be integrated with the adjacent land uses through:

- a) the creation of like uses; or
- b) creation of complementary uses; or
- c) mitigation of adverse impacts; and
- d) transportation/pedestrian connections

**Policy 16.10:** Any density increase shall be compatible with existing, proposed or planned surrounding development. Compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean “the same as”. Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.

## **Community Design Component**

### **5.0 NEIGHBORHOOD LEVEL DESIGN**

#### **5.1 COMPATIBILITY**

**GOAL 12: Design** neighborhoods which are related to the predominant character of the surroundings.

**OBJECTIVE 12-1:** New developments should recognize the existing community and be designed in a way that is compatible (as defined in FLUE policy 1.4) with the established character of the surrounding neighborhood.

## **HOUSING SECTION**

**Policy 1.1.10:** Support rental housing opportunities, encouraging permanently affordable rental units.

**Objective 1.3:** Density bonuses will be utilized as an incentive to encourage the development of more affordable housing.

**Policy 1.3.1:** The maximum level of residential density and/or the maximum retail commercial Floor Area Ratio (FAR) permitted in each land use category may be increased, with project specific approval by the Board of County Commissioners and without requiring a Comprehensive Plan amendment, when the purpose for the increase is to provide moderate, low, very low, or extremely low-income affordable housing. Such an increase in density and/or Floor Area Ratio shall be part of an official request to rezone the subject parcel.

**Policy 1.3.2:** In order to qualify for use of the Affordable Housing Density Bonus, the project shall meet the following criteria:

- a. The site shall be wholly located within the Urban Service Area.
- b. The site shall be in one of the residential or commercial Future Land Use categories as indicated in Table 1: Allowable Densities and Intensities for the Provision of Affordable Housing. The density bonus does not change the Future Land Use Map designation.
- c. The site shall be serviced by public water and sewer and have access to public streets.
- d. The units shall remain affordable for a minimum of 30 years.
- e. The bonus shall be memorialized in a Development Order as well as a deed restriction, Land Use Restriction Agreement, or other mechanism as determined by the County Attorney's Office.
- f. For projects that are proposed to be a mix of market rate and affordable units: The affordable units must be developed within the same project site as any market rate units provided; the affordable units shall not be transferred to a different site.
- g. Units shall be equitably and evenly distributed by location, type, and construction.
- h. A minimum 20% of the total number of units proposed shall be deemed affordable to households making 100% or less Area Median Income. The distribution of affordable units shall be as follows for properties greater than one acre:
  - i. A minimum fifty percent (50%) of affordable units shall be set aside for incomes at 60% or below Area Median Income,
  - ii. The remaining affordable units not to exceed fifty percent (50%) shall be set aside for incomes at 100% or below Area Median Income.
- i. To encourage residential infill and appropriate scale of transition, properties one acre or less may provide all required affordable units at or below 80% AMI.

**LIVABLE COMMUNITIES ELEMENT: Greater Palm River Community Plan**

**Goal 2:** Create and support a community identity that is a safe place for community activities and events, and fosters a high quality of life.

**Strategies**

**4.** Encourage the availability of affordable/attainable privately owned housing stock that is safe, decent and community compatible.

**Planning and Growth /Economic Development**

**Goal 5a:** Planning and Growth – to promote and provide for opportunities for compatible well designed public use, residential, and business growth and jobs

**Strategies**

**1.** The Vision of Greater Palm River Area Concept Map illustrates the unique qualities and land uses related to distinct areas of the community. Future development and redevelopment is required to comply with the adopted Concept Map.

**3.** Encourage and support new, infill and redevelopment compatible with existing community patterns that maintains and enhances the Community's unique character and sense of place.

**8.** Support well designed, compatible densities and intensities at appropriate locations.

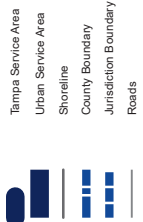
**14.** Support:

**H. New residential or residential redevelopment shall have the following characteristics of desirable growth and design approaches:**

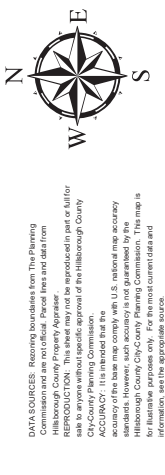
- a. Create walkable neighborhoods;
- b. Support housing choice and affordability
- c. Expand transportation choices
- d. Support infrastructure expenditure
- e. Support the economic health of the community
- f. Improve security
- g. Protect the environment

HILLSBOROUGH COUNTY  
FUTURE LAND USE  
RZ PD 24-1075

Rezoning



- WATER NATURAL LULC Wet Poly
- AGRICULTURAL MINING-120 (25 FAR)
- PEC PLANNED ENVIRONMENTAL COMMUNITY-1/2 (.25 FAR)
- AGRICULTURAL-1/10 (25 FAR)
- AGRICULTURAL/RURAL-1/5 (.25 FAR)
- AGRICULTURAL ESTATE-12.5 (25 FAR)
- RESIDENTIAL-1 (25 FAR)
- RESIDENTIAL-2 (25 FAR)
- RESIDENTIAL PLANNED-2 (35 FAR)
- RESIDENTIAL-4 (25 FAR)
- RESIDENTIAL-6 (25 FAR)
- RESIDENTIAL-9 (35 FAR)
- RESIDENTIAL-12 (35 FAR)
- RESIDENTIAL-16 (35 FAR)
- RESIDENTIAL-20 (35 FAR)
- RESIDENTIAL-35 (1.0 FAR)
- NEIGHBORHOOD MIXED USE-4 (3) (35 FAR)
- SUBURBAN MIXED USE-6 (35 FAR)
- COMMUNITY MIXED USE-12 (50 FAR)
- URBAN MIXED USE-20 (1.0 FAR)
- REGIONAL MIXED USE-35 (2.0 FAR)
- INNOVATION CORRIDOR MIXED USE-35 (2.0 FAR)
- OFFICE COMMERCIAL-20 (75 FAR)
- RESEARCH CORPORATE PARK (1.0 FAR)
- ENERGY INDUSTRIAL PARK (50 FAR USES OTHER THAN RETAIL, 25 FAR RETAIL/COMMERCE)
- LIGHT INDUSTRIAL PLANNED (75 FAR)
- LIGHT INDUSTRIAL (75 FAR)
- HEAVY INDUSTRIAL (75 FAR)
- PUBLIC/QUASI-PUBLIC
- NATURAL PRESERVATION
- WIMAUMA VILLAGE RESIDENTIAL-2 (25 FAR)
- CITRUS PARK VILLAGE



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