

<p>3.09.06.B.2</p>	<p>Fences and walls in commercial and office districts shall comply with the provisions of Article VI of this Code. However, design and materials shall be limited to the following, except as otherwise required by Section 3.09.08:</p> <ul style="list-style-type: none"> a. Split rail, three-board, four-board, horse wire with single board, or other natural wood fencing, with a minimum spacing of four feet between posts and 12 inches between spanning members. b. Masonry columns with spanning members comprised of metal, wood or other similar materials. The base below the spanning members shall be a maximum of two feet in height above ground level and there shall be a minimum spacing of four feet between columns. The base and columns shall be encased in brick or stone and the spanning members shall have a maximum opacity of 50 percent. c. Green or black chain link fencing. Attachment of slats or other nonvegetative screening to the fence shall be prohibited. 	<p>Eliminate the requirement.</p>	<p>Allow for a chain link fence without 12 inches between spanning members.</p>
<p>3.09.06.C 7.03.00.A.2</p>	<p>All signs shall comply with the limitations and provisions of Article VII of this Code. Additionally, the limitations and provisions shall apply to all uses, excluding emergency public services/uses as required by LDC Section 3.09.06.C.1-4.</p> <p>Maximum Sign Area: Each Premises shall be permitted to display building sign(s), the Aggregate Sign Area of which shall not exceed 1 ¼ square feet per each linear foot of building frontage facing a public street or parking lot, but in no event more than 200 square feet of Aggregate Sign Area. For each unit not</p>	<p>154.5 square foot increase on the southern building frontage</p> <p>230 square foot increase on the western building frontage</p>	<p>200 square feet of sign area on the southern building façade.</p> <p>300 square feet of sign area on the western building façade.</p>

	<p>facing a public street or parking lot, the Aggregate Sign Area shall not exceed 1 ¼ square feet for each lineal foot of unit frontage for the elevation of which the building sign will be installed, but in no event more than 200 square feet of Aggregate Sign Area.</p> <p>The southern building frontage is 36.4' feet, therefore permitting up to 45.5 square feet of sign area and the western building frontage is 56 feet, therefore permitting up to 70 square feet of sign area.</p>		
3.09.09.2	Parking shall not be located between the principal buildings/use and street rights-of-way, except under certain circumstances that do not apply in this case.	Location of the parking spaces on the western side of the property.	Allow for parking spaces between the principal building adjacent to US Highway 41 along the western property line.
6.01.01	A minimum front yard setback of 30 feet is required in the CG district.	5 feet	25-foot front yard setback.
6.03.15.A 6.11.04	<p>Placement of containers and their enclosures shall be subject to the Accessory Structure standards found in 6.11.04.</p> <p>On a corner lot, accessory structures shall be permitted to intrude up to 10 feet into the required front yard functioning as a side yard. The required front yard of the CG district is 30 feet, therefore, a setback of 20 feet is required for an accessory structure dumpster enclosure.</p>	15 feet	5-foot front yard setback for the dumpster and enclosure from the southern property line.
6.06.04 C Off-Street Vehicular Use Areas	On any parcel of land providing an off-street vehicular use area, where such area is not entirely screened from an abutting right-of-way by an intervening building or other structure, a landscaped buffer a minimum of eight feet in width shall be provided between the off-street vehicular use area and the right-of-way, unless the buffer or screening	Eliminate the required 8-foot buffer along the western property line.	Allow for an unrestricted area between the off-street vehicular use area and the right-of-way along the western property line to meet parking needs.

	requirements of 6.06.06 and 6.06.06 C are more stringent, in which case the more stringent requirements shall apply. (Figure 6.9)		
6.06.04.D	A driveway into a parking area shall be bordered by a landscaped buffer a minimum of eight feet in width. (Figure 6.10)	Eliminate the required 8-foot buffer along the driveway to the south access.	Allow for an unrestricted area adjacent to the parking driveway.
6.06.06.A	A 20-foot Type B buffer is required where the property abuts residential properties.	Eliminate the 20-foot buffer requirement.	Allow the current primary structure to remain 3.81 feet from the east property line and the current septic/drain field to remain within the required northern buffer area.
6.06.06.C.4.	<p>4. Screening Standard "B".</p> <p>Required screening shall consist of the following:</p> <ul style="list-style-type: none"> a. The requirements of Screening Standard "A"; and b. A row of evergreen shade trees which are not less than ten feet high at the time of planting, a minimum of two-inch caliper, and are spaced not more than 20 feet apart. The trees are to be planted within ten feet of the property line. 	Eliminate the requirement.	Allow for a chain link fence located in the area between the building and the northern property line without requiring any additional screening/fencing to be installed in the northern and eastern portions where the property abuts residential uses.

Findings:	The site is located within the rural service area in Lutz and therefore subject to compliance with the Lutz Rural Area Development Standards. The site was previously developed prior to these requirements. HC-BLD-26-0079890 was submitted for an interior remodeling of the current building.
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Zoning Administrator Sign Off:



Colleen Marshall
Thu Jun 4 2026 12:33:52

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.



Project Description (Variance Request)

1. In the space below describe the variance including any history and/or related facts that may be helpful in understanding the request. This explanation shall also specifically identify what is being requested (e.g. Variance of 10 feet from the required rear yard setback of 25 feet resulting in a rear yard of 15 feet). If additional space is needed, please attach extra pages to this application.

Variations are required to Lutz Rural Area Development Standards, Access Management standards, and Landscaping, Irrigation and Buffering Requirements due to the Project being an existing development with an existing building. The Project proposes building renovations to an existing building with existing associated parking lot and accesses. The associated Straight to Construction Review for the site plans has applied current LDC standards to all aspects of the development, resulting in the need for the requested Variations. Please refer to attached sheet for details.

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

3.09.06 A; 3.09.06.B.2; 3.09.06.C / 7.03.00.A.2; 3.09.09.2; 6.01.01; 6.03.15.A / 6.11.04; 6.06.04.C; 6.06.04.D; 6.06.06.A; 6.06.06.C

Additional Information

1. Have you been cited by Hillsborough County Code Enforcement? No Yes
If yes, you must submit a copy of the Citation with this Application.
2. Do you have any other applications filed with Hillsborough County that are related to the subject property?
 No Yes If yes, please indicate the nature of the application and the case numbers assigned to the application (s): STRAIGHT TO CONSTRUCTION APPLICATION, PID 7669
3. Is this a request for a wetland setback variance? No Yes
If yes, you must complete the Wetland Setback Memorandum and all required information must be included with this Application Packet.
4. Please indicate the existing or proposed utilities for the subject property:
 Public Water Public Wastewater Private Well Septic Tank
5. Is the variance to allow a third lot on well or non-residential development with an intensity of three ERC's?
 No Yes If yes, you must submit a final determination of the "Water, Wastewater, and/or Re-claimed Water – Service Application Conditional Approval – Reservation of Capacity" prior to your public hearing

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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?

Subject property is an existing development, with an existing building, parking lot, drive aisle, and two access connections. The existing building was constructed near the eastern property line. The existing parking lot is located between the building and ROW. The FDOT acquired a portion of the property's frontage to accommodate a widening, leaving the parking spaces abutting the ROW line.

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.

Literal requirements of the LDC would require demolition of a substantial portion of the existing building while redesigning and replacing the roof and exterior of the remaining building; and also result in parking spaces having dimensions that are unusable and a drive aisle not navigable.

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 Variances have no effect whatsoever on surrounding properties, they will simply allow the existing site to continue to function as it exists and has been functioning.

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 Variances are not the result of the Project proposing new development. The Variances allow an existing building to remain and an existing, functioning site to continue to exist and operate.

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 situation sought to be relieved is the result of County review applying current standards to an existing and functioning site/building. The situation is not the result of the applicant or the proposed project.

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 Variances will result in justice to the applicant in that the property can be used as it currently exists and functions, and in justice to the public in that other reasonable items will be brought up to current code where possible and appropriate. Additionally, the community will get a visual upgrade over the current building exterior.

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Prepared by and return to:

Nikki Eaton
ARROW TITLE LLC
1022 Land O' Lakes Boulevard
Lutz, FL 33549
(813) 994-3328
File No 23-185
Parcel Identification No 013894-0000

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is \$450,000.00. Florida Documentary Stamps in the amount of \$3,150.00 have been paid hereon.

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 9th day of January, 2024 between **Ralph G. Parris, a single man**, whose post office address is **303 Lake Kell Court, Lutz, FL 33549**, of the County of Hillsborough, State of Florida, Grantor, to **Ice Dreammm Shop, LLC, a Florida Limited Liability Company**, whose post office address is **22322 Kingsley Lane, Land O' Lakes, FL 34639**, of the County of Pasco, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Hillsborough, Florida, to-wit:

Lots 6, 7 and 8, Block 25, together with the vacated alley south of and adjacent to said Lots 1 thru 5 and North of and adjacent said Lots 6 thru 10 in said Block 25, EAST NORTH TAMPA, a subdivision according to the plat thereof recorded in Plat Book 1, Page 128, of the Public Records of Hillsborough County, Florida, LESS and except that portion taken by Order of Taking recorded in OR Book 7775, Page 1928 and LESS that portion conveyed to the State of Florida Department of Transportation as recorded in OR Book 7828, Page 367, of the Public Records of Hillsborough County, Florida.

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

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

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

And Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness #1 Signature

X [Signature]
Ralph G. Parris

NIKK TEATON

Witness # 1 Printed Name

1022 Land O Lakes Blvd, Lutz, FL 33549

Witness #1 Address

[Signature]

Witness # 2 Signature

LISA M Taylor

Witness # 2 Printed Name

1022 Land O Lakes Blvd.
Lutz, FL 33549

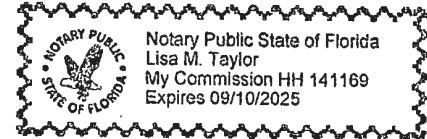
Witness #2 Address

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization this 9th day of January, 2024, by Ralph G. Parris.

[Signature]

Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally Known: _____ OR Produced Identification:

Type of Identification

Produced: AA



**Hillsborough
County Florida**
Development Services

Property/Applicant/Owner Information Form

Official Use Only		
Application No: <u>26-0724</u>	Intake Date: <u>3/25/26</u>	
Hearing(s) and type: Date: <u>06/15/2026</u>	Type: <u>LUHO</u>	Receipt Number: <u>580486</u>
Date: _____	Type: _____	Intake Staff Signature: <u>Charles Phillips</u>

Property Information

Address: 18849 N 41 HWY City/State/Zip: LUTZ, FL 33549

TWN-RN-SEC: 27-18-12 Folio(s): 13894.0000 Zoning: CG Future Land Use: R-6 Property Size: 0.35 AC

Property Owner Information

Name: ICE DREAMMM SHOP LLC Daytime Phone: 727-967-1277

Address: 22322 KINGSLEY LN City/State/Zip: LAND O LAKES, FL 34639

Email: ICEDREAMMMSHOP@GMAIL.COM Fax Number: _____

Applicant Information

Name: ICE DREAMMM SHOP LLC Daytime Phone: 727-967-1277

Address: 22322 KINGSLEY LN City/State/Zip: LAND O LAKES, FL 34639

Email: BRIAN.WILKES@KCI.COM Fax Number: _____

Applicant's Representative (if different than above)

Name: KCI TECHNOLOGIES, INC. Daytime Phone: 813-740-2300

Address: 150 KELSEY LN City/State/Zip: TAMPA, FL 33619

Email: BRIAN.WILKES@KCI.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.

Joe Schembri
Signature of the Applicant

JOE SCHEMBRI
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.

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

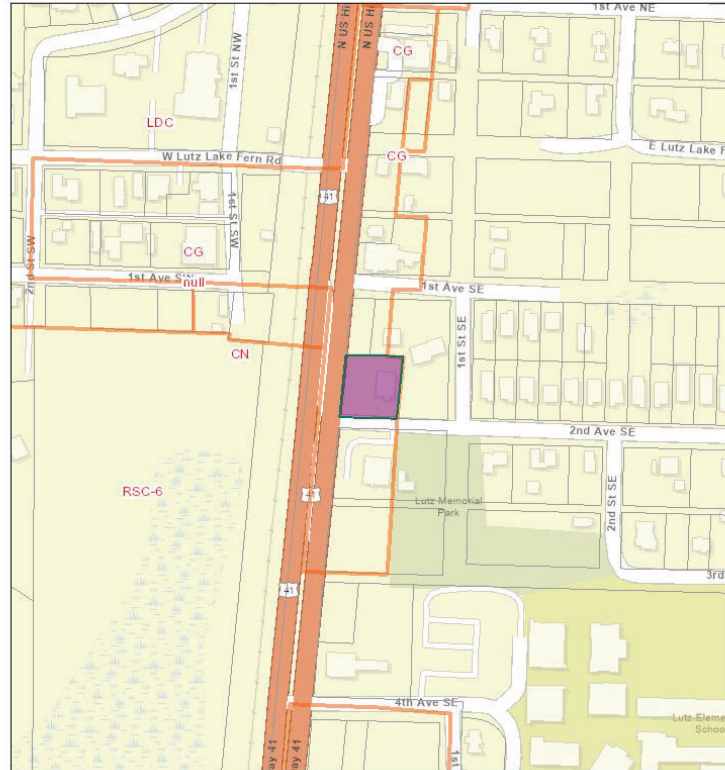
JOE SCHEMBRI
Type or print name



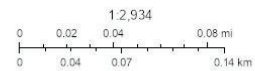
PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Commercial/Office/Industr
Zoning	CG
Description	Commercial - General
Overlay	null
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0064H
FIRM Panel	12057C0064H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	X
Pre 2008 Firm Panel	1201120065D
County Wide Planning Area	Lutz
Community Base Planning Area	Lutz
Census Data	Tract: 011005 Block: 2014
Future Landuse	R-6
Mobility Assessment District	Rural
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHEAST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	Outside 140 MPH Area
Competitive Sites	NO
Redevelopment Area	NO

Folio: 13894.0000



March 25, 2026



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Hillsborough County Florida

Folio: 13894.0000
PIN: U-12-27-18-0JG-000025-00006.0

Ice Dreammm Shop Llc

Mailing Address:

22322 Kingsley Ln
null

Land O Lakes, Fl 34639-4609

Site Address:

18849 N 41 Hwy
Lutz, Fl 33549

SEC-TWN-RNG: 12-27-18**Acreage: 0.41****Market Value: \$317,100.00****Landuse Code: 1630 STORE/SHP CENTE**

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