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**MEMORANDUM**

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TO: Katherine Carpenter, Deputy Clerk  
BCC Records

FROM: Diana Sweeney   
Asset Management and Real Property Division Manager

SUBJECT: PETITION TO VACATE – Submitted by Lynne Atwood Williams and Joseph Williams  
File No. 1598                      CATS 52353                      Legistar 20-1936A  
Property Address: 397 36<sup>th</sup> Street Southeast, Largo, FL 33771

DATE: October 22, 2020

Enclosed herewith are the following originals:

Petition to Vacate

Copy of the Legal Description (Original signed and sealed Legal is attached to the Resolution)  
Application and Findings of Fact

Letters of no objection from:

City of Largo  
Bright House  
Duke Energy  
Frontier  
Pinellas County Utilities Engineering  
TECO Electric  
TECO Peoples Gas  
WOW!

Receipt dated 08-JULY-2020 and 09-OCT-2020 and copy of checks #384 and #2427 in the total amount of \$750.00.

Please set the public hearing for the BCC meeting of November 17, 2020, place the necessary newspaper advertising in accordance with State Statute 336.10 (which requires advertising one time at least two weeks prior to the public hearing and one time within 30 days after the adoption of the Resolution vacating), and mail notices of the public hearing date to the owners shown on the attached list. Thank you.

509 East Avenue South  
Clearwater, FL 33756  
Phone (727) 464-3496  
Fax (727) 464-5251  
V/TDD (727) 464-4062  
[www.pinellascounty.org](http://www.pinellascounty.org)

# APPLICATION AND FINDINGS OF FACT

## FOR PETITION TO RELEASE PLATS OR PORTIONS OF PLAT (EASEMENTS)

APPLICANT(S): LYNNE ATWOOD WILLIAMS  
Address: 397 36<sup>th</sup> ST. S.E.  
City, State, Zip: LARGO, FLORIDA 33771  
Daytime Telephone Number: 727-459-2830

SUBJECT PROPERTY ADDRESS: Right of Way (unused) next to  
City, State, Zip: 397-36<sup>th</sup> ST. SE, Largo, FL 33771  
Property Appraiser Parcel Number: Section 36, Township 29 South, Range 15 East

### PLEASE ANSWER THE FOLLOWING QUESTIONS TO THE BEST OF YOUR KNOWLEDGE

1. The right-of-way or alley is: ☐ open and used ☒ unopened "paper" street  
2. Is there a pending "Contract for Sale"? ☐ Yes ☒ No

If yes, please list all parties involved in the sales contract:

3. Is a corporation involved as owner or buyer?

If yes, please give corporation name and list corporate officers:

NO

4. Complete subdivision name as shown on the subdivision plat:

FLORAL GARDENS, UNIT ONE, TRACT A

5. Subdivision Plat Book Number 33 Page number(s) 61 & 62

6. Is there a Homeowners Association? ☐ Yes ☒ No

7. Reason(s) for requesting this release – check all that apply:

-Need to release to clear an existing encroachment:

☐ Pool ☐ Screened Pool & Deck ☐ Building ☒ Other

-Need to release to clear title: ☐ Yes ☒ No

Pool	Screened Pool/Deck	Building Addition	✓ Other
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☒ Increased property size      ☒ Prohibiting unwanted use of the area  
☒ Other: possible future improvements to our property

**9. Please provide any relevant additional comments:**

WE HAVE BEEN MAINTAINING THIS AREA SINCE WE  
BOUGHT THE PROPERTY RECENTLY PAID TO HAVE BRUSH AND TREES  
REMOVED. FROM ALL EASEMENTS AND THIS AREA EVEN THOUGH NOT OUR  
RESPONSIBILITY - DUE TO RATS & PESTS.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

11. a) \_\_\_\_ I have a current family relationship to an employee, or an elected official, of Pinellas County Government. That person is \_\_\_\_\_, employed in the Department of \_\_\_\_\_, or Office of \_\_\_\_\_, Elected Official.

c) \_\_\_\_ I am an employee of Pinellas County Government, in the Department of \_\_\_\_\_, or Office of \_\_\_\_\_, Elected Official.

DATE: 6/30/2020

8 Lynne A Williams

**SUBMITTED TO THE BOARD OF COUNTY COMMISSIONERS  
OF PINELLAS COUNTY, FLORIDA**

**PETITION TO VACATE, PUBLIC ROADS, RIGHTS OF WAY, OR ALLEYS**

Comes now your Petitioners, Lynne Atwood Williams and Joseph Williams, as Trustees of The Williams Family Revocable Trust dated April 9, 2015

Name of Petitioner

and respectfully requests this Honorable Board of County Commissioners to adopt a resolution vacating:

Lands described in legal description attached  
hereto and by this reference made a part hereof.

The Petitioners hereby represent that to the best of their knowledge and belief, the interest of the public will not be adversely affected by this vacation, nor will such vacation affect the ownership or the right of convenient access of surrounding property owners.

I hereby swear and/or affirm that the forgoing statements are true:

Lynne A Williams

Lynne Atwood Williams

I hereby swear and/or affirm that the forgoing statements are true:

Joseph Williams

Joseph Williams

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of October, 2020, by Lynne & Joseph Williams. Such person(s) Notary Public must check applicable box:

- ☐ are personally known to me.
- ☒ produced her current driver license.
- ☐ produced \_\_\_\_\_ as identification.



Tristan Wachlin  
Notary Public  
Printed Name of Notary: Tristan Wachlin  
Commission Number: 916370  
My Commission Expires: 09/24/2023



SECTION 38, TOWNSHIP 28 SOUTH, RANGE 15 EAST

DESCRIPTION AND SKETCH  
RIGHT-OF-WAY VACATION

**LEGAL DESCRIPTION:**

A PORTION OF 4TH AVENUE SOUTHEAST RIGHT-OF-WAY (60 FEET WIDE) LYING SOUTH OF AND BEING COINCIDENT WITH LOT 14, BLOCK "E", FLORAL GARDENS UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS BEING RECORDED IN PLAT BOOK 51, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING NORTH OF AND BEING COINCIDENT WITH LOT 1, FLORAL GARDENS-UNIT TWO, ACCORDING TO THE MAP OR PLAT THEREOF AS BEING RECORDED IN PLAT BOOK 62, PAGE 14 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 14, BLOCK "E" AND RUN THENCE S.00°00'49"W. ALONG A SOUTHERLY PROLONGATION THEREOF A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN N.89°15'16"W. A DISTANCE OF 105.39 FEET TO A POINT; THENCE RUN N.00°08'26"E. A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 14, BLOCK "E"; THENCE RUN S.89°15'16"E. ALONG THE SOUTH LINE THEREOF A DISTANCE OF 105.28 FEET TO THE AFORESAID SOUTHEAST CORNER OF LOT 14, BLOCK "E" AND THE POINT OF BEGINNING.

CONTAINING 6319 SQUARE FEET OR 0.145 ACRES MORE OR LESS.

**THIS DESCRIPTION AND SKETCH IS BASED ON RECORDED PLATS**

Reviewed by: CH GD  
Date: 9/23/2020  
SFN# 501-1598

FOR: WILLIAMS FAMILY REVOCABLE TRUST  
LYNNE ATWOOD WILLIAMS


PREPARED: 12/26/19

**THIS IS NOT A SURVEY**

This Description and Sketch was prepared without the benefit of a title search and is subject to all easements, rights-of-way, and other matters of record.

NOTE: Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job: 1912-71  
Drawn: DS

I hereby certify that the Description and Sketch represented hereon meets the requirements of Chapter 173, Florida Administrative Code.  
  
JOHN C. BRENDLA  
Florida Surveyor's Registration No. 4601  
Certificate of Authorization No. 760

Prepared by:  
JOHN C. BRENDLA AND ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
4015 82nd Avenue North  
Pinellas Park, Florida 33781  
phone (727) 576-7546 -- fax (727) 577-9932

SHEET 1 OF 2

**SHEET 2 OF 2**



CITY OF  
**LARGO**

Engineering Services Department  
Jerald Wołoszynski, PE, Director

Engineering Services Department Telephone: (727) 587-6713  
Engineering Services Department Fax: (727) 586-7413

Lynne Atwood Williams  
3665 East Bay Drive, Suite 204, #314  
Largo, FL 33771

September 25, 2020

RE: Request for No Objection to Vacate a Portion of 4th Avenue SE (County Road)  
367 36th Street SE  
PID# 36-29-15-28116-005-0140

Dear Ms. Williams,

We have received your request for a letter of no objection to the vacation of a portion of the 4th Avenue SE right-of-way, as depicted in the attached sketch and legal description. As a utility provider, the City of Largo does have reclaimed water facilities in the referenced right-of-way area and requires an easement to cover the location of the existing reclaimed water facilities. The area required for the easement is depicted in the attached sketch and legal. With the condition that an easement will be granted to the City of Largo, the City has no objection to the vacation of the referenced right-of-way section.

A draft City of Largo utility easement agreement is attached for your review.

If you have any questions, please call Ann Rocks at (727) 587-6713, extension 4425.

Sincerely,

Jerald Wołoszynski, PE  
Engineering Services Director  
City Engineer

Prepared by and when  
recorded mail to:

City Attorney  
City of Largo  
P.O. Box 286  
Largo, FL 33778-0286

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between LYNNE ATWOOD WILLIAMS AND JOSEPH WILLIAMS, as trustees of the WILLIAMS FAMILY REVOCABLE TRUST, whose address is 3665 E BAY DR STE 204, LARGO FL 33771-1989 ("Grantor"), and the City of Largo, Florida, a municipal corporation, whose address is P.O. Box 286, Largo, FL 33778-0286 ("Grantee") (collectively, the Grantee and Grantor shall be referred to as the "Parties").

### RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Largo, Florida ("Grantor's Property"), as more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted permanent easement over, under, through, and across the Grantor's Property for the purpose of constructing, installing, operating and maintaining (including repairs and replacement of) a reclaimed water transmission system to provide reclaimed water service from, on, into, over, under, through and upon the Grantor's Property and other properties; and

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, permanent easement over, under, through and across Grantor's Property for constructing, installing, operating and maintaining (including repairs and replacement of) a reclaimed water transmission system to provide reclaimed water service from, on, into, over, under, through and upon the Grantor's Property and other properties; and

WHEREAS, Grantor has full authority to grant to Grantee such easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of \$1.00, the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, the Parties agree as follows:

### AGREEMENT

1. Recitals/Exhibits. The above recitals and all exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Permanent Easement. Grantor hereby grants to Grantee, its successors and assigns, a permanent, non-exclusive easement ("Easement") over, under, through, and across that certain real property situated in Pinellas County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for the purpose of constructing, installing, operating and maintaining (including repairs and replacement of) a reclaimed water transmission system to provide reclaimed water service from, on, into, over, under, through and upon the Grantor's Property and other properties. Included in this Easement, Grantee shall have the right of perpetual ingress and egress and the right to enter upon the Easement Area at any time it deems necessary for the purpose of exercising the easement rights granted hereby.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Pinellas County, Florida, more particularly described on Exhibit "A" on which Grantee intends to construct, install,

operate and maintain (including repairs and replacement) a reclaimed water transmission system to provide reclaimed water service from, on, into, over, under, through and upon the Grantor's Property and other properties.

3.2 **Right to Convey Easement.** Grantor warrants and represents that Grantor has the right to convey a permanent easement over, under, through, and across the property, more particularly described on Exhibit "B" without any other party's consent, and will defend this Easement against all claims.

3.3. **Authority.** Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. **Use of Easement Area.** Notwithstanding the foregoing grant of the Easement, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein or interfering with Grantee's use of the Easement Area.

5. **Binding Effect.** The foregoing grant of the Easement and rights appurtenant thereto, shall be and constitute covenants running with the land, benefiting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the Parties.

6. **Attorneys' Fees.** In connection with any litigation arising under this Agreement, the prevailing party shall be entitled to attorneys' fees and other legal costs, including, but not limited to, attorneys' fees and costs incurred in any appellate or bankruptcy proceeding.

7. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the Parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

8. **Counterparts.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

9. **Restoration of Easement Area.** In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantee agrees to restore the ground surface area of the Easement Area to as near a pre-construction condition as is practicable in the reasonable judgment of the Grantee.

10. **Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signatures shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

[SIGNATURE PAGES TO FOLLOW]



IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

**SIGNATURE BLOCK: CORPORATE / PARTNERSHIP / TRUST / OTHER ENTITY**

*By executing this AGREEMENT, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the entity, and has been granted the right to bind the owner to the covenants and agreements herein above stated.*

ENTITY NAME: WILLIAMS FAMILY REVOCABLE TRUST

By (Signature): *Lynne A Williams*

Print Name: LYNNE ATWOOD WILLIAMS

As (Title): TRUSTEE

By (Signature): *[Signature]*  
Print Name: *Libbea Harding*

Corporate Seal (if Available)

**OWNER NOTARIZATION: CORPORATE/PARTNERSHIP/TRUST/OTHER ENTITY**

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of October 2020 by LYNNE ATWOOD WILLIAMS, as TRUSTEE of the WILLIAMS FAMILY REVOCABLE TRUST, and he/she acknowledged before me that he/she is authorized to execute this AGREEMENT on behalf of said entity and ☐ is personally known to me or ☒ has produced Florida State Drivers license as identification.



*[Signature]*  
Notary Public Signature

Tristan Wachlin  
Notary Public Print Name

Notary  
Title or Rank

916370  
Serial number, if any

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

**SIGNATURE BLOCK: CORPORATE / PARTNERSHIP / TRUST / OTHER ENTITY**

*By executing this AGREEMENT, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the entity, and has been granted the right to bind the owner to the covenants and agreements herein above stated.*

ENTITY NAME: WILLIAMS FAMILY REVOCABLE TRUST

By (Signature):

Print Name:

JOSEPH WILLIAMS

As (Title):

TRUSTEE

By (Signature):

Print Name:

Rebecca Hargis

Corporate Seal (If Available)

**OWNER NOTARIZATION: CORPORATE/PARTNERSHIP/TRUST/OTHER ENTITY**

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3<sup>rd</sup> day of October 2020 by JOSEPH WILLIAMS, as TRUSTEE of the WILLIAMS FAMILY REVOCABLE TRUST, and he/she acknowledged before me that he/she is authorized to execute this AGREEMENT on behalf of said entity and ☐ is personally known to me or ☒ has produced Florida State Drivers License as identification.



Tristan Wachlin  
Notary Public Signature

Tristan Wachlin  
Notary Public Print Name

Notary  
Title or Rank

916370  
Serial number, if any

CITY OF LARGO, FLORIDA,  
a municipal corporation  
("GRANTEE")

\_\_\_\_\_  
Louis L. Brown, Mayor

ATTEST:

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Clerk  
STATE OF FLORIDA  
COUNTY OF PINELLAS

\_\_\_\_\_  
City Attorney

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Louis L. Brown, as Mayor of City of Largo, Florida, a Florida municipal corporation, on behalf of the corporation. He is [ ] personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Print Name

\_\_\_\_\_  
Title or rank

\_\_\_\_\_  
Serial number, if any

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

**A PORTION OF 4TH AVENUE SOUTHEAST RIGHT-OF-WAY (60 FEET WIDE) LYING SOUTH OF AND BEING COINCIDENT WITH LOT 14, BLOCK "E", FLORAL GARDENS UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS BEING RECORDED IN PLAT BOOK 51, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING NORTH OF AND BEING COINCIDENT WITH LOT 1, FLORAL GARDENS-UNIT TWO, ACCORDING TO THE MAP OR PLAT THEREOF AS BEING RECORDED IN PLAT BOOK 62, PAGE 14 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:**

**BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 14, BLOCK "E" AND RUN THENCE  $5.00^{\circ}00'49''$ W. ALONG A SOUTHERLY PROLONGATION THEREOF A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN  $N.89^{\circ}15'16''$ W. A DISTANCE OF 105.39 FEET TO A POINT; THENCE RUN  $N.00^{\circ}08'26''$ E. A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 14, BLOCK "E"; THENCE RUN  $S.89^{\circ}15'16''$ E. ALONG THE SOUTH LINE THEREOF A DISTANCE OF 105.26 FEET TO THE AFORESAID SOUTHEAST CORNER OF LOT 14, BLOCK "E" AND THE POINT OF BEGINNING.**

**CONTAINING 6319 SQUARE FEET OR 0.145 ACRES MORE OR LESS.**

**EXHIBIT 'B'**

**LEGAL DESCRIPTION OF PROPOSED EASEMENT AREA**



## DESCRIPTION


### DESCRIPTION:

A portion of 4th Avenue SE Right-of-Way per Floral Gardens Unit One, Plat Book 51 Page 8, lying in Section 36, Township 29 South, Range 15 East, Pinellas County, Florida, lying 5 feet on either side of a reclaimed water pipe, being more particularly described as follows:

Commence at the Southwest corner of Lot 14, Block E of said Floral Gardens Unit One; thence run South 00°08'26" West, along an extension of the East Right-of-Way line of 36th Street a distance of 6.70 feet to a POINT OF BEGINNING; thence the following six courses: (1) South 82°43'22" East, a distance of 23.28 feet; (2) South 83°36'50" East, a distance of 61.23 feet; (3) South 06°23'10" West, a distance of 10.00 feet; (4) North 83°36'50" West, a distance of 63.07 feet; (5) North 82°43'22" West, a distance of 20.00 feet to said extension of the East Right-of-Way; (6) thence North 00°08'26" East, along said extension of the East Right-of-Way a distance of 11.24 feet to the POINT OF BEGINNING.

### SURVEYOR'S REPORT:

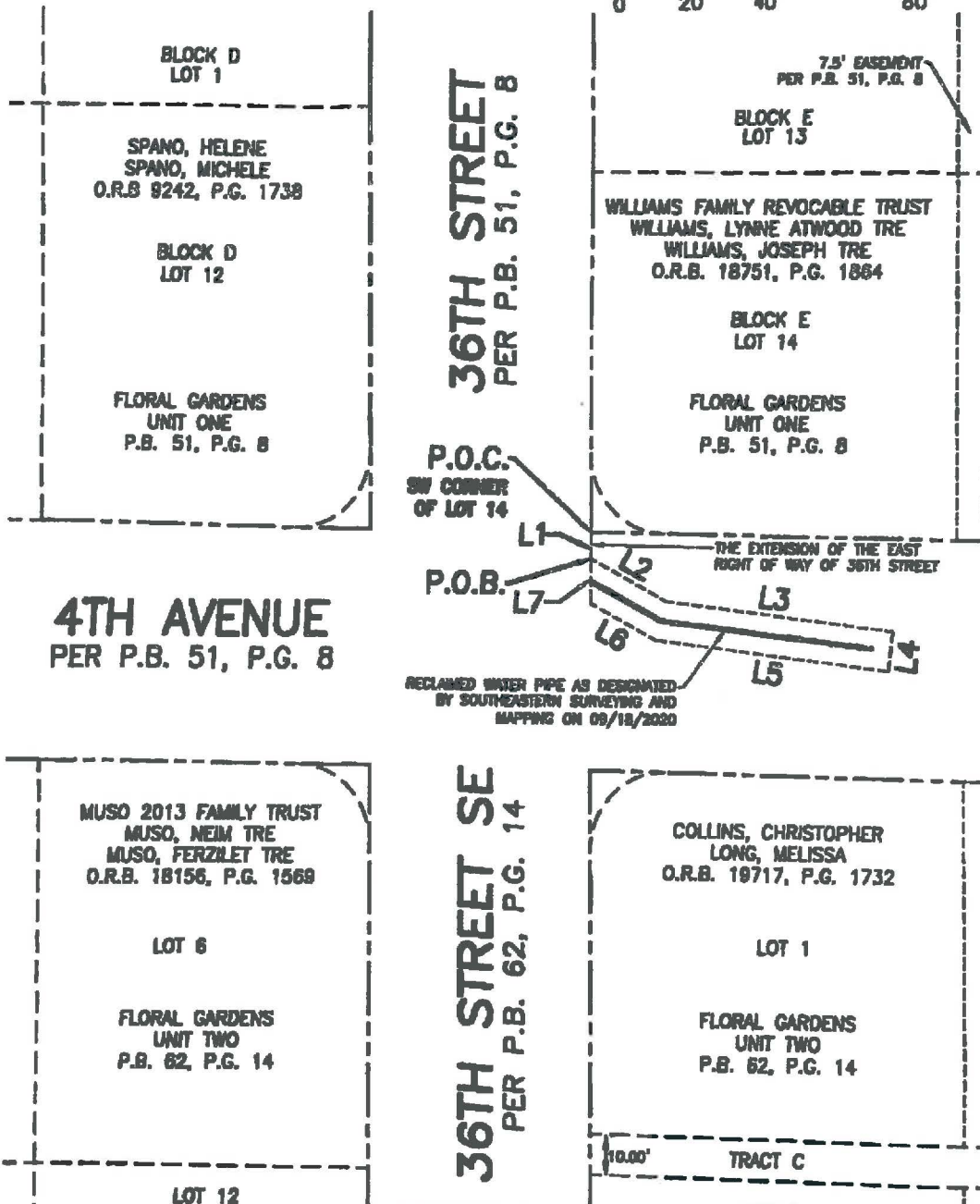
1. Bearings shown hereon are based on the East Right-of-Way line of 36th Street being South 00°08'26" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<b>Description</b>  FOR City of Largo	Date: September 18, 2020 HAA  Job Number: 64723  Scale: 1" = 40'  Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>  SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	Certification Number LB2108 64723001   <b>SOUTHEASTERN SURVEYING                  AND MAPPING CORPORATION</b> 10770 North 46th Street, Suite C-200 Tampa, Florida 33617 (813) 898-8711 e-mail: www.seasurveysurveying.com  <b>THOMAS P. YOUNG JR., PSM</b> Registered Land Surveyor Number 7044
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# SKETCH OF DESCRIPTION

1" = 40'  
GRAPHIC SCALE

0 20' 40' 80'



## LEGEND & ABBREVIATIONS:

- P.O.C.** = POINT OF COMMENCEMENT  
**P.O.B.** = POINT OF BEGINNING  
**O.R.B.** = OFFICIAL RECORDS BOOK  
**P.G.** = PAGE(S)  
**P.B.** = PLAT BOOK

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°08'28"W	6.70'
L2	S83°43'22"E	23.28'
L3	S83°36'50"E	81.23'
L4	S00°23'10"W	10.00'
L5	N83°36'30"W	63.07'
L6	N82°45'22"W	20.00'
L7	N00°08'28"E	11.24'

Drawing No. 84723001  
Job No. 84723  
Date: SEPTEMBER 18, 2020  
SHEET 2 OF 2  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com

**SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION**  
10770 North 48th Street, Suite C-300  
Tampa, Florida 33617  
(813) 898-8711  
Certification Number 132108



Date July 7, 2020

Re: Parcel Number 36-29-15-00000-440-0100 397 36<sup>th</sup> SE, Largo Florida, 33771 Section 36,  
Township 29 South, Range 15 East.

Bright House Networks has no objections provided easements for our facilities are  
Retained / granted

XXX Bright House has no objections provided applicant bears the expense for relocation of  
any Bright House facilities to maintain service to customers affected by the proposed  
Vacate.

\_\_\_\_\_ In order to properly evaluate this request, Bright House will need detailed plans of  
facilities proposed for subject areas.  
Bright House has facilities within this area, which may conflict with subject project  
Please call one call locating. SEE NOTES

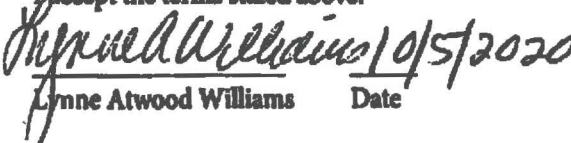
\_\_\_\_\_ Bright House requires 30 days written notice prior to construction start date to relocate  
their facilities.

**NOTES:**

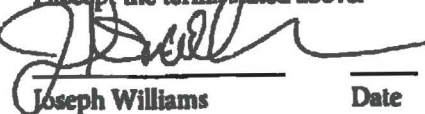
Sincerely,  
Ozzie Perez

  
Bright House Networks  
Field Engineer  
Pinellas County  
727-329-2817

I accept the terms stated above:

  
Lynne Atwood Williams      Date 10/5/2020

I accept the terms stated above:

  
Joseph Williams      Date 10/5/2020

2401 25th St. N.  
St. Petersburg, FL 33713  
SP-15  
Jonathan.Kasper@duke-energy.com  
o: 727-893-9262



July 8, 2020

Lynne Atwood Williams  
3665 E BAY DR STE 204  
LARGO FL 33771-1989

**RE: *Approval of Right-of-Way Road Vacation***  
***Section 36, Township 29 South, Range 15 East, Pinellas County, Florida***  
***Referencing address: 397 36TH ST SE., LARGO***  
***Referencing parcel ID: 36-29-15-28116-005-0140***

Dear Ms. Williams:

Please be advised that DUKE ENERGY FLORIDA, LLC., d/b/a DUKE ENERGY *Distribution Department* and *Transmission Department* have "NO OBJECTIONS" to the approval of a vacation of the 60' Right of Way portion of 4<sup>th</sup> Ave. SE., as shown on sketch provided by John C. Brendla and Associates, Inc. dated 12/26/19 Job 1912-71.

This approval is contingent upon the above referenced 60' portion being conveyed solely to the property owners of 397 36TH ST SE., LARGO. If this 60' portion is split between abutting owners, we will need a second easement from the owners of 411 36TH ST SE., LARGO before approving this vacate request.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

***Jonathan Kasper***

Jonathan Kasper  
Research Specialist-Land Services  
Duke Energy Florida



Pinellas County, Florida  
Work Order #: V-20-397 36TH ST SE  
Address: 397 36<sup>th</sup> St. SE, Largo  
STR: 36-29S-15E

#### **EASEMENT**

**THIS EASEMENT ("Easement") from LYNNE ATWOOD WILLIAMS and JOSEPH WILLIAMS, as Trustees of THE WILLIAMS FAMILY REVOCABLE TRUST DATED APRIL 9, 2015, with an address of 3665 E. Bay Dr. Ste 204, Largo, FL 33771-1989 ("GRANTOR," whether one or more) to DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");**

#### **WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

**The East 7.5' of the accompanying Exhibit "A" legal description attached hereto and incorporated herein by this reference.**

**The purpose of this easement is to grant to Grantee easement rights over that portion of 60 foot Right-of-Way described above in connection with City of Largo's vacation of that portion of 60 foot Right-of-Way and Grantor's attendant acquisition of fee title ownership thereof.**

The rights herein granted to GRANTEE by GRANTOR specifically include the right: (a) for GRANTEE to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of GRANTOR's adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of GRANTEE, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for GRANTEE's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

Prepared By:  
Manny R. Vilaret, Esquire  
Vilaret Law, PLLC  
10901 Dunwoody Circle, Suite C  
St. Petersburg, Florida 33716

Return To: Duke Energy  
Attn: Land Services  
2401 25<sup>th</sup> Street North, SP-13  
St. Petersburg, Florida 33713



GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to GRANTEE herein; provided however, without the prior written consent of GRANTEE, GRANTOR shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof, if obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. GRANTEE shall have the right to remove any such obstruction(s) at GRANTOR's expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or GRANTOR's adjoining property caused by GRANTEE or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and GRANTOR reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to GRANTEE herein.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this 6<sup>th</sup> day of July, 2020, and is effective as of the Effective Date herein.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

GRANTOR(S):

THE WILLIAMS FAMILY  
REVOCABLE TRUST DATED APRIL  
9, 2015

Name of Trust

Lynne A. Williams  
Signature of Co-Trustee

LYNNE ATWOOD WILLIAMS

Print or Type Name of Co-Trustee

Joseph Williams  
Signature of Co-Trustee

JOSEPH WILLIAMS

Print or Type Name of Co-Trustee

Frank C. Clifford  
Signature of First Witness

Frank C. Clifford  
Print or Type Name of First Witness

Russell Dion  
Signature of Second Witness

Russell Dion  
Print or Type Name of Second Witness

Grantor(s) mailing address:

3665 E. Bay Dr. Ste 204

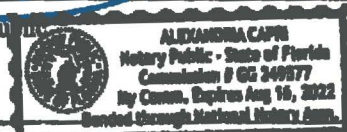
Largo, FL 33771-1989

STATE OF FLORIDA  
COUNTY OF DINELAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6<sup>th</sup> day of July, 2020, by LYNNE ATWOOD WILLIAMS and JOSEPH WILLIAMS as Trustees of THE WILLIAMS FAMILY REVOCABLE TRUST DATED APRIL 9, 2015, on behalf of the trust who is personally known to me or who has produced FLDL as identification.

[Notary Seal]

Notary Public



Name typed, printed or stamped

My Commission Expires: AUG 16 2022

**SECTION 38, TOWNSHIP 29 SOUTH, RANGE 18 EAST**

**DESCRIPTION AND SKETCH  
RIGHT-OF-WAY VACATION**

**LEGAL DESCRIPTION:**

A PORTION OF 4TH AVENUE SOUTHEAST RIGHT-OF-WAY (60 FEET WIDE) LYING SOUTH OF AND BEING COINCIDENT WITH LOT 14, BLOCK "E", FLORAL GARDENS UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS BEING RECORDED IN PLAT BOOK 51, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING NORTH OF AND BEING COINCIDENT WITH LOT 1, FLORAL GARDENS-UNIT TWO, ACCORDING TO THE MAP OR PLAT THEREOF AS BEING RECORDED IN PLAT BOOK 62, PAGE 14 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 14, BLOCK "E" AND RUN THENCE S.00°00'49"W. ALONG A SOUTHERLY PROLONGATION THEREOF A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN N.89°15'18"W. A DISTANCE OF 105.39 FEET TO A POINT; THENCE RUN N.00°08'28"E. A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 14, BLOCK "E"; THENCE RUN S.89°15'18"E. ALONG THE SOUTH LINE THEREOF A DISTANCE OF 105.26 FEET TO THE AFORESAID SOUTHEAST CORNER OF LOT 14, BLOCK "E" AND THE POINT OF BEGINNING.

CONTAINING 6319 SQUARE FEET OR 0.145 ACRES MORE OR LESS.

**THIS DESCRIPTION AND SKETCH IS BASED ON RECORDED PLATS**

**FOR: WILLIAMS FAMILY REVOCABLE TRUST  
LYNNE ATWOOD WILLIAMS**

PREPARED: 12/28/19


**THIS IS NOT A SURVEY**

This Description and Sketch was prepared without the benefit of a title search and is subject to all easements, rights-of-way, and other matters of record.

NOTE: Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job: 1912-71  
Drawn: DS

I hereby certify that the Description and Sketch represented herein meets the requirements of Chapter 17, Administrative Code.

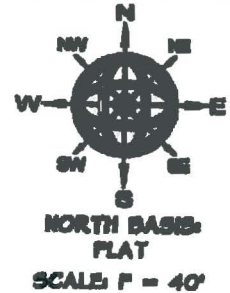
  
**JOHN O. BRENDLA**  
Florida Surveyor's Registration No. 4801  
Certificate of Authorization No. 760

Prepared by:  
**JOHN C. BRENDLA AND ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
405 82nd Avenue North  
Pinellas Park, Florida 33781  
phone (727) 576-7346 -- fax (727) 577-9982

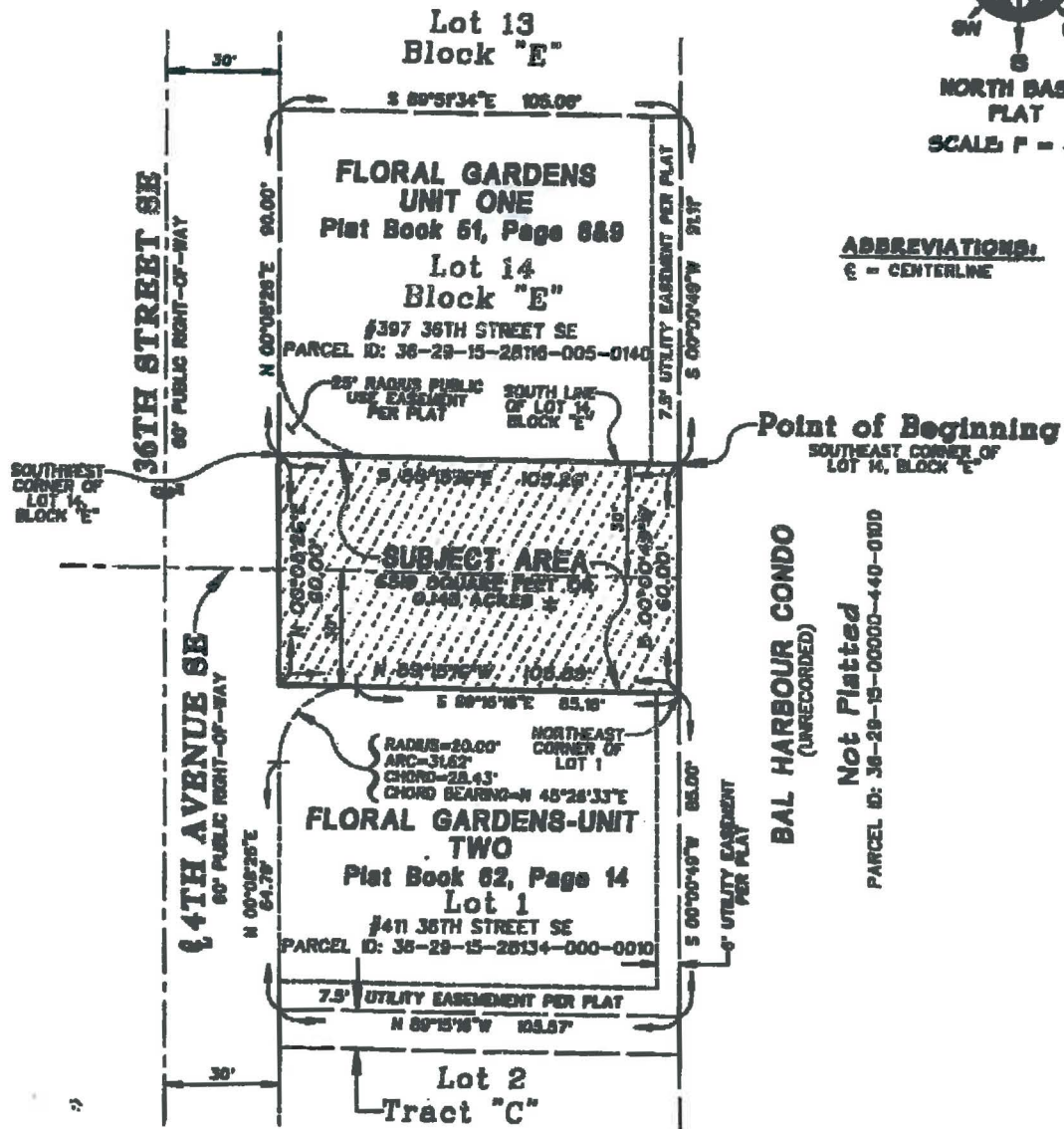
**SHEET 1 OF 2**



SECTION 26, TOWNSHIP 26 SOUTH, RANGE 15 EAST  
**SKETCH OF DESCRIPTION  
 RIGHT-OF-WAY VACATION**



**ABBREVIATIONS:**  
 C = CENTERLINE



PREPARED: 12/26/19

**THIS IS NOT A SURVEY**

John 102-71  
 Drafting DS

Basis of Bearings:  
 NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE SE AS  
 BEING N 89°15'15"W, PER PLAT.

FOR: WILLIAMS FAMILY REVOCABLE TRUST  
 LYNNE ATWOOD WILLIAMS

Prepared by:  
**JOHN C. BRENDA AND ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS AND MAPPERS  
 4025 82nd Avenue North  
 Pinellas Park, Florida 33781  
 phone (727) 576-7546 - fax (727) 577-9982

SHEET 2 OF 2



Frontier Communications  
3712 W Walnut St.  
Tampa, FL USA 33607  
Office: (727) 462-1760  
Fax: (727) 562-1175  
Mobile: (941) 266-9218  
Email: [stephen.waidley@ftr.com](mailto:stephen.waidley@ftr.com)

7/21/2020

Attn: Lynn Atwood Williams  
3665 E Bay Dr, Suite 204, #314  
Largo, FL 33771  
(727) 459-2830  
[LMAtwoodWilliams@live.com](mailto:LMAtwoodWilliams@live.com)

RE: Vacation of Right-of-Way – 4<sup>th</sup> Ave SE ROW (Adjacent to 397 36<sup>th</sup> St SE)

Dear Ms. Williams,

☐ Our records do not indicate that there are Frontier Communications facilities in the area of the Plat request as per the attachment provided.

☒ Frontier Communications has no objection to the above referenced request as per the attachment.

☐ Frontier Communications has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier Communications facilities to remain in the proposed vacated R.O.W.

☐ Frontier Communications has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier Communications has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Communications Engineering Department in regards to the above project.

☐ Frontier Communications has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier Communications facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier Communications facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

A handwritten signature in blue ink that reads "Stephen Waidley".

Stephen Waidley  
Frontier Communications  
Regional Rights of Way & Municipal Affairs Manager



Pinellas County, Florida  
Work Order #: V-20-397 36TH ST SE  
Address: 397 36<sup>th</sup> St. SE, Largo  
STR: 36-29S-15E

### **EASEMENT**

**THIS EASEMENT ("Easement") from LYNNE ATWOOD WILLIAMS and JOSEPH WILLIAMS, as Trustees of THE WILLIAMS FAMILY REVOCABLE TRUST DATED APRIL 9, 2015, with an address of 3665 E. Bay Dr. Ste 204, Largo, FL 33771-1989 ("GRANTOR," whether one or more) to Frontier Florida LLC, a Florida limited liability company, with an address of 401 Merritt 7, Norwalk, CT 06851, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");**

### **WITNESSETH:**

**THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:**

**The East 7.5' of the accompanying Exhibit "A" legal description attached hereto and incorporated herein by this reference.**

**The purpose of this easement is to grant to Grantee easement rights over that portion of 60 foot Right-of-Way described above in connection with City of Largo's vacation of that portion of 60 foot Right-of-Way and Grantor's attendant acquisition of fee title ownership thereof.**

**The rights herein granted to GRANTEE by GRANTOR specifically include the right: (a) for GRANTEE to patrol, inspect, aiter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of GRANTOR's adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of GRANTEE, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for GRANTEE's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.**

Prepared By  
Lynne Atwood Williams  
as requested by Stephen  
Wandley of Frontier  
Communications

Return To Frontier  
Communications, Attn:  
Stephen Wandley Regional  
Rights of Way & Municipal  
Affairs Manager  
1280 Cleveland St  
Clearwater, FL 33754

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE**'s facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR**'s expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR**'s adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this 3<sup>rd</sup> day of October, 2020, and is effective as of the Effective Date herein.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Signature of First Witness

Sarah Parrish  
Print or Type Name of First Witness

[Signature]  
Signature of Second Witness

Robert Parrish  
Print or Type Name of Second Witness

GRANTOR(S):

THE WILLIAMS FAMILY  
REVOCABLE TRUST DATED APRIL  
9, 2015

Name of Trust

[Signature]  
Signature of Co-Trustee

LYNNE ATWOOD WILLIAMS

Print or Type Name of Co-Trustee

[Signature]  
Signature of Co-Trustee

JOSEPH WILLIAMS

Print or Type Name of Co-Trustee

Grantor(s) mailing address:

3665 E. Bay Dr. Ste 204

Largo, FL 33771-1989

STATE OF Florida  
COUNTY OF Pineellas

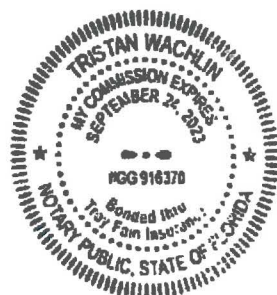
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3<sup>rd</sup> day October, 2020, by LYNNE ATWOOD WILLIAMS and JOSEPH WILLIAMS as Trustees of THE WILLIAMS FAMILY REVOCABLE TRUST DATED APRIL 9, 2015, on behalf of the trust who is personally known to me or who has produced FLDL as identification.

[Notary Seal]

[Signature]  
Notary Public

Tristan Wachlin  
Name typed, printed or stamped

My Commission Expires: 09/24/2023



**SECTION 36, TOWNSHIP 28 SOUTH, RANGE 18 EAST**

**DESCRIPTION AND SKETCH  
RIGHT-OF-WAY VACATION**

**LEGAL DESCRIPTION:**

A PORTION OF 4TH AVENUE SOUTHEAST RIGHT-OF-WAY (60 FEET WIDE) LYING SOUTH OF AND BEING COINCIDENT WITH LOT 14, BLOCK "E", FLORAL GARDENS UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS BEING RECORDED IN PLAT BOOK 51, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING NORTH OF AND BEING COINCIDENT WITH LOT 1, FLORAL GARDENS-UNIT TWO, ACCORDING TO THE MAP OR PLAT THEREOF AS BEING RECORDED IN PLAT BOOK 62, PAGE 14 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 14, BLOCK "E" AND RUN THENCE S.00°00'49"W. ALONG A SOUTHERLY PROLONGATION THEREOF A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN N.89°15'16"W. A DISTANCE OF 105.39 FEET TO A POINT; THENCE RUN N.00°08'26"E. A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 14, BLOCK "E"; THENCE RUN S.89°15'16"E. ALONG THE SOUTH LINE THEREOF A DISTANCE OF 105.26 FEET TO THE AFORESAID SOUTHEAST CORNER OF LOT 14, BLOCK "E" AND THE POINT OF BEGINNING.

CONTAINING 6319 SQUARE FEET OR 0.145 ACRES MORE OR LESS.

**THIS DESCRIPTION AND SKETCH IS BASED ON RECORDED PLATS**

**FOR: WILLIAMS FAMILY REVOCABLE TRUST  
LYNNE ATWOOD WILLIAMS**

PREPARED: 12/26/19

**THIS IS NOT A SURVEY**

This Description and Sketch was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job: 1912-71  
Drawn: DS

I hereby certify that the Description and Sketch represented hereon meets the requirements of Chapter 17, Florida Administrative Code.

**JOHN O. BRENDLA**  
Florida Surveyor's Registration No. 4601  
Certificate of Authorization No. 760

Prepared by:  
**JOHN C. BRENDLA AND ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
405 82nd Avenue North  
Pinellas Park, Florida 33781  
phone (727) 576-7546 - fax (727) 577-9932

**SHEET 1 OF 2**



## SKETCH OF DESCRIPTION RIGHT-OF-WAY VACATION



**£ = CENTERLINE**

**Not Platted**

PARCEL ID: 36-29-13-00000-40-0100

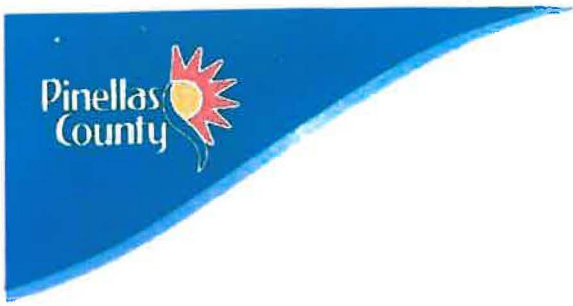
**PREPARED: 12/26/19**

**THIS IS NOT A SURVEY**

Prepared by:  
JOHN C. BRENDLA AND ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
405 82nd Avenue North  
Pinellas Park, Florida 33781  
phone (727) 576-7546 ~ fax (727) 577-9932

**SHEET 2 OF 2**





## Utilities

June 29, 2020

Lynne Marie Atwood (Williams)  
3665 E Bay Drive, Suite 204, #314  
Largo, FL 33771

RE: Petition to Release: Section 36, Township 29 South, Range 15 East  
Right of Way next to 397 36<sup>th</sup> Street SE, Largo, FL 33771

To Whom it May Concern:

Pinellas County Utilities has "No Objection" with the petition to release. Pinellas County Utilities does not have utilities located within the requested area.

If you have any questions, please do not hesitate to contact our office at (727) 464-4068.

Sincerely,

Jenelle Ostrowski, P.E.  
Engineer 3  
Pinellas County Utilities



July 23, 2020,

Lynne Atwood Williams  
397 36<sup>th</sup> Street SE  
Largo, FL 33771

RE: Petition to Release: See attached Legal Description  
Section 36, Township 29 South, Range 15 East  
Right of Way next to 397 36<sup>th</sup> Street SE, Largo, FL 33771

Dear Ms. Williams,

Tampa Electric Company does not serve the subject area therefore does not object to the Petition to Release for the abovementioned property; more particularly described as follows:

See Legal Description attached hereto and by reference made a part hereof.

If you have any questions or concerns, you may contact me at (813) 228-1424 or [tjleggatt@tecoenergy.com](mailto:tjleggatt@tecoenergy.com).

Sincerely,

*Taylor J. Leggatt*

Taylor J. Leggatt  
Real Estate Services  
Supervisor, Land Rights



7/15/2020

To: Lynne Atwood Williams  
397 36<sup>th</sup> St SE  
Largo, FL 33771

RE: Vacation of Easement:  
Section 36, Township 29 South, Range 15 East  
Right of Way next to 397 36<sup>th</sup> Street SE  
Largo, FL 33771

From: TECO Peoples Gas

To Whom It May Concern:

Thank you for contacting TECO Peoples Gas Company regarding the vacate request at the above referenced location. After reviewing the documents provided, TECO-PGS has No objection to this vacate. Furthermore TECO-PGS has no facilities in the area. If you have further questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Joan Domning". The signature is fluid and cursive, with a large loop at the end.

Joan Domning  
Administrative Specialist, Senior  
Peoples Gas-Distribution Engineering  
8416 Palm River Road  
Tampa, FL 33619  
Office: 813-275-3783



July 15, 2020

Lynne Atwood Williams  
397 36<sup>th</sup> Street SE  
Largo, FL 33771

Re: Petition to Release  
Section 36 Township 29 South, Range 16 East  
Right of Way next to 397 36<sup>th</sup> Street SE, Largo, FL 33771

Dear Lynne Atwood Williams,

Thank you for contacting Wide Open West (WOW!) with the subject request.

\_\_\_ WOW! has 'NO OBJECTION'.

\_\_\_ In order to properly evaluate this request, WOW! will need detailed plans of facilities proposed for the subject area.

XX WOW! maintains facilities within this area that conflict with the subject request. WOW! has no objections provided easements for our facilities are granted or applicant bears the entire expense for relocation of associated WOW! services.

Please refer any further questions and/or correspondence to:

WOW!  
James Sandman  
Construction Project Coordinator  
3001 Gandy Blvd. N.  
Pinellas Park, FL 33782

Sincerely,

*James Sandman*  
James Sandman  
Construction Project Coordinator  
WOW!  
(727) 239-0154 Office  
(727) 235-1492 Cell

I accept the terms stated above:

*Lynne Atwood Williams* 10/5/2020  
Lynne Atwood Williams Date

I accept the terms stated above:

*Joseph Williams* 10/5/2020  
Joseph Williams Date

3001 Gandy Blvd N - Pinellas Park, FL 33782



**PETITION TO VACATE NUMBER PTV 1598- Williams**

**PETITION TO RELEASE**  
**PUBLIC HEARING**

For your information, below please find the steps necessary for the Real Estate Division to prepare your petition for the public hearing.

At the time you bring in the completed application, letters of no objection and all documents requested, a \$350.00 non-refundable application fee is required to begin the petition to release or release of easement application. When the County staff review and approval of the application is complete, you will be notified by mail and requested to submit the Petition to Release form together with the \$400.00 filing and advertising fee, and all pertinent fees associated with approval of the request. Upon receipt of the check, made payable to the Board of County Commissioners (BOCC), and the Petition, the **PETITION TO RELEASE PACKAGE** is prepared by County staff for presentation to the **BOARD OF COUNTY COMMISSIONERS** as a public hearing agenda item.

FYI, below are the steps necessary for the Real Estate Division to prepare for the public hearing include:

**ADVERTISEMENT**

In accordance with Florida State Statute 177.101, the date of the public hearing will be advertised "by publishing legal notice in a newspaper of general circulation in the county in which the parcel of land is

located, in not less than two weekly issues of said paper". The advertisement is placed in the paper by the Clerk of the Circuit Court, Board Records Section.

**ADVERTISEMENT**

In accordance with Florida State Statute 336.09, 336.10, & 336.12, "the Commissioners shall hold a public hearing and shall publish notice thereof, one time in a newspaper of general circulation in the county in which the parcel of land is located, at least two weeks prior to the date stated therein for such hearing". Following the Public Hearing, "Notice of the adoption of the Resolution by the Commissioners shall be published one time, within 30 days following its adoption, in one issue of a newspaper of general circulation". These advertisements are placed in the paper by the Clerk of the Circuit Court, Board Records Section.

Joseph M Williams  
Lynne Atwood Williams  
3666 E Bay Dr Suite 204 Box 314  
Largo, FL 33771-0000

7/8/2020

384

Pay to the order of Pinellas County

Three hundred fifty and 00/100 \$ 350.00

Bank of America

For Vacate Application Lynne A. Williams

⑆063400277⑆ 229042026027⑆0384



**PETITION TO VACATE NUMBER PTV 1598 - Williams**

**PETITION TO RELEASE**  
**PUBLIC HEARING**

For your information, below please find the steps necessary for the Real Estate Division to prepare your petition for the public hearing.

At the time you bring in the completed application, letters of no objection and all documents requested, a \$350.00 non-refundable application fee is required to begin the petition to release or release of easement application. When the County staff review and approval of the application is complete, you will be notified by mail and requested to submit the Petition to Release form together with the \$400.00 filing and advertising fee, and all pertinent fees associated with approval of the request. Upon receipt of the check, made payable to the Board of County Commissioners (BOCC), and the Petition, the **PETITION TO RELEASE PACKAGE** is prepared by County staff for presentation to the **BOARD OF COUNTY COMMISSIONERS** as a public hearing agenda item.

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located, in not less than two weekly issues of said paper". The advertisement is placed in the paper by the Clerk of the Circuit Court, Board Records Section.

**ADVERTISEMENT**

In accordance with Florida State Statute 336.09, 336.10, & 336.12, "the Commissioners shall hold a public hearing and shall publish notice thereof, one time in a newspaper of general circulation in the county in which the parcel of land is located, at least two weeks prior to the date stated therein for such hearing". Following the Public Hearing, "Notice of the adoption of the Resolution by the Commissioners shall be published one time, within 30 days following its adoption, in one issue of a newspaper of general circulation". These advertisements are placed in the paper by the Clerk of the Circuit Court, Board Records Section.

**A&A VIRTUAL BUSINESS SERVICES**  
3065 E BAY DR, STE 204, #314  
LARGO, FL 33771

**BANK OF AMERICA**  
2808 E BAY DR.  
LARGO, FL 33771  
63-27/631

**2427**

**10/9/2020**

**PAY TO THE  
ORDER OF**

**Pinellas Cty Bd of County Commissioners**

**\$ 400.00**

**Four Hundred and 00/100\*\*\*\*\***

**DOLLARS**

**Pinellas Cty Bd of County Commissioners**

**MEMO**

**for vacating of right of way next to 397 36th Street S**

*Lynne A Williams*  
**AUTHORIZED SIGNATURE**

⑈002427⑈ ⑈063100277⑈ 229036869067⑈

## SPECIAL INSTRUCTIONS

- 5 weeks prior to Public Hearing date:

10/13/20 Tuesday of that week Real Property (Josh Rosado) coordinates with Jo Lugo for availability on the proposed agenda and gives notice of the proposed number of Petition to Release packages.

- 4 weeks prior to Public Hearing date:

10/20/20 Tuesday of that week Real Property (Josh Rosado) Notifies Jo the actual number of petitions and the names of the petitioners projected to go to the agenda.

- **ADVERTISEMENT ACTION:**

10/28/20 - 3 weeks prior to Public Hearing date

- (for F.S. 177.101:) (for F.S. 336.09, 10, 12)

Wednesday of that week, the Request to Advertise package for each petition must be delivered to BCC Records (Norman Loy) to meet State Statute advertising requirements. (If any petition package is not approved as of this day, please notify Jo ASAP so they can PULL the item from the Board agenda.)

**PLEASE NOTE:** When the Request to Advertise package is delivered to Board Records/Norman, a copy of the ad is provided to Jo.

Thank you.