

# Boggy Creek Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-382-3256

[www.boggycreekid.org](http://www.boggycreekid.org)

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The following is the proposed agenda for the continued Meeting of the Board of Supervisors for the Boggy Creek Improvement District (“District”), scheduled to be held at **2:00 p.m. on Wednesday, January 24, 2018 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-877-864-6450

Participant Code: 933751

## **BOARD OF SUPERVISORS’ MEETING AGENDA**

### **Organizational Matters**

- Roll Call to Confirm a Quorum
- Public Comment Period

### **Business Matters**

- 1. Consideration of Award of Lake Nona Boulevard Traffic Signal Modifications Project - Roadway**
  - a. Construction Committee Recommendation (*provided under separate cover*)**
- 2. Consideration of Award of Lake Nona Boulevard Traffic Signal Modifications Project – Signal**
  - a. Construction Committee Recommendation (*provided under separate cover*)**
- 3. Consideration of Release and Termination of Corrective Temporary Construction and Access Easement Agreement for Beacon Park Boulevard Realignment**

### **Other Business**

- A. Staff Reports
  1. District Counsel
  2. District Manager
  3. District Engineer
  4. Construction Supervisor
- B. Audience Comments, Supervisor Requests

### **Adjournment**

**BOGGY CREEK  
IMPROVEMENT  
DISTRICT**

Award of Lake Nona Boulevard Traffic Signal  
Modifications Project – Roadway

**BOGGY CREEK IMPROVEMENT DISTRICT  
LAKE NONA BOULEVARD SIGNAL MODIFICATIONS  
(ROAD WORK)**

**RFPs Due: Monday, January 15, 2018**

<b>Contractor</b>	<b>Bond</b>	<b>Addendum Acknowledgement</b>	<b>Total Bid Amount</b>
<b>JMHHC, Inc.</b>	N/A	N/A	\$168,893.00
<b>Jon M. Hall Company</b>	N/A	N/A	\$132,054.00
<b>Jr. Davis Construction</b>	N/A	N/A	\$339,428.60

**BOGGY CREEK  
IMPROVEMENT  
DISTRICT**

Construction Committee Recommendation  
*(provided under separate cover)*

**BOGGY CREEK  
IMPROVEMENT  
DISTRICT**

Award of Lake Nona Boulevard Traffic Signal  
Modifications Project – Signal

**BOGGY CREEK IMPROVEMENT DISTRICT  
LAKE NONA BOULEVARD SIGNAL MODIFICATIONS  
(SIGNAL WORK)**

**RFPs Due: Monday, January 15, 2018**

Contractor	Bond	Addendum Acknowledgement	Total Bid Amount
Traffic Engineering & Management, LLC	N/A	N/A	\$34,885.00
Traffic Control Devices, Inc.	N/A	N/A	\$40,025.00

**BOGGY CREEK  
IMPROVEMENT  
DISTRICT**

Construction Committee Recommendation  
*(provided under separate cover)*

**BOGGY CREEK  
IMPROVEMENT  
DISTRICT**

Release and Termination of Corrective Temporary  
Construction and Access Easement Agreement for  
Beacon Park Boulevard Realignment



Prepared By and Return To:

Sara W. Bernard, P.A.  
Broad and Cassel LLP  
Bank of America Center  
P.O. Box 4961  
Orlando, Florida 32802-4961

**RELEASE AND TERMINATION OF**  
**CORRECTIVE TEMPORARY CONSTRUCTION AND ACCESS EASEMENT**  
**AGREEMENT**  
**(Beacon Park Boulevard Realignment)**

**THIS RELEASE AND TERMINATION OF CORRECTIVE TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (the “**Termination**”) is made by and between **GREENEWAY PARK I, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida (“**GP**”), **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida (“**GPD**”), and **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”).

**WITNESSETH:**

**WHEREAS**, by virtue of that certain Corrective Temporary Construction and Access Easement Agreement recorded May 27, 2014 in Official Records Book 10749, Page 5245, in the Public Records of Orange County, Florida (the “**Agreement**”), GP and GPD granted in favor of the District a temporary, non-exclusive construction and access easement on, upon, over under, across and through the Easement Area (as defined in the Agreement); and

**WHEREAS**, GP, GPD and the District desire to terminate the Agreement and release all right, title and interest in and to the easements granted thereunder (collectively, the “**Easements**”).

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, said parties do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The District represents that it is the sole holder of the Easements and that it has not made any assignment, transfer, encumbrance, conveyance, or other disposition of any interest in the Easements to any party.
3. The District does hereby release, terminate, vacate and forever abandon all of its right, title, and interest in and to the Easements by virtue of the Agreement. GP, GDP and the District hereby acknowledge and agree that, from and after the date and time of recording of this Termination, the Agreement is hereafter null and void and of no further force or effect.

4. GP, GDP and the District are hereby released from, and relieved of, their respective obligations arising under, out of, or by virtue of the Easements and the Agreement, which are hereby terminated and cancelled as of the date and time of recording of this Termination.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the parties have executed this Termination as of the day and year set forth below in the notary block.

Signed, sealed and delivered in the presence of the following witnesses:

**GREENEWAY PARK I, LLC**,  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF FLORIDA**        )  
  )  
**COUNTY OF ORANGE**    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **GREENEWAY PARK I, LLC**, a Florida limited liability company, on behalf of the company. He/She is [ ] personally known to me or [ ] has produced \_\_\_\_\_ identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
Print Name of Notary Public  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of the following witnesses:

**GREENEWAY PARK DRI, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF FLORIDA**        )  
  )  
**COUNTY OF ORANGE**    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, on behalf of the company. He/She is [ ] personally known to me or [ ] has produced \_\_\_\_\_ identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
Print Name of Notary Public  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of the following witnesses:

**BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as the acting \_\_\_\_\_ of **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He/She is [ ] personally known to me or [ ] has produced \_\_\_\_\_ identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
Print Name of Notary Public  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_