

Boggy Creek Improvement District

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

www.boggycreekid.org

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

Contractor	Bond	Addendum Acknowledgement	Total Bid Amount
JMHC, Inc.	N/A	N/A	\$168,893.00
Jon M. Hall Company	N/A	N/A	\$132,054.00
Jr. Davis Construction	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: _____

