



Interoffice Memorandum

Date November 18, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Joseph C. Kunkel, P. E., Director, Public Works Department

CONTACT PERSON: Raymond L.A. Williams, P.E., Manager
Public Works Engineering Division
PHONE NUMBER: (407) 836-7909

SUBJ: **Second Amendment to Interlocal Agreement Between Osceola County and Orange County for Eminent Domain related to the Boggy Creek Road Projects**

On March 14, 2013, the Board approved the Interlocal Agreement for Eminent Domain between Osceola County and Orange County for Eminent Domain related to Boggy Creek Road Projects for those portions of the projects that were located within the jurisdiction of Orange County.

On June 2, 2020, the Board approved the First Amendment to the Interlocal Agreement for Eminent Domain between Osceola County and Orange County for Eminent Domain related to Boggy Creek Road Projects, which incorporated updated legal descriptions and sketches of descriptions of parcels to be conveyed to Orange County.

Orange County and Osceola County now wish to facilitate the removal and replacement of the existing Boggy Creek Bridge on Simpson Road. This amendment accomplishes this objective by incorporating modifications to the maintenance boundary established in the original agreement, a maintenance map depicting the limits of Orange County's continuous maintenance of Simpson Road, and depictions of temporary construction easements and/or rights-of-entry required for proposed grading and driveway connections on parcels within Orange County.

The County Attorney's Office, Risk Management Division, and Engineering Division have reviewed this agreement and find it acceptable.

Action Requested: Approval and execution of Second Amendment to Interlocal Agreement between Osceola County and Orange County for Eminent Domain related to Boggy Creek Road Projects. District 4.

JCK/RLAW/DEC/ilc

Attachments

**SECOND AMENDMENT TO INTERLOCAL
AGREEMENT BETWEEN OSCEOLA COUNTY
AND ORANGE COUNTY FOR EMINENT DOMAIN
RELATED TO THE BOGGY CREEK ROAD PROJECTS**

THIS Second Amendment to Interlocal Agreement between Osceola County and Orange County for Eminent Domain Related to the Boggy Creek Road Projects (the “First Amendment”), effective as of the latest date of execution (the “Effective Date”), is entered into by and between Osceola County, a political subdivision of the State of Florida, with a mailing address of 1 Courthouse Square, Kissimmee, FL 34741 (“Osceola”), and Orange County, a charter county and political subdivision of the State of Florida, with a mailing address of P.O. Box 1393, Orlando, Florida 32802-1393 (“Orange”).

Whereas, Osceola and Orange previously entered into that certain Interlocal Agreement between Osceola County and Orange County for Eminent Domain Related to the Boggy Creek Road Projects, recorded at Book 4457, Pages 939-970, in the Public Records of Osceola County, Florida as amended by First Amendment to Interlocal Agreement Between Osceola County and Orange County for Eminent Domain Related to the Boggy Creek Road Projects, recorded at Book 5764, Pages 1364-1375, in the Public Records of Osceola County (together, the “Existing Agreement”); and

Whereas, the Existing Agreement calls for perpetual maintenance of the segment of Boggy Creek Road lying south of the projection of the proposed north right-of-way line of Boggy Creek Road running in an east-west direction as depicted on Exhibit “D” to the Existing Agreement (the “Maintenance Boundary”); and

Whereas, to facilitate removal and replacement of the existing bridge the configuration of the Maintenance Boundary must be modified to incorporate all existing maintenance areas at the Boggy Creek Bridge; and

Whereas, Osceola and Orange have agreed to a maintenance map evidencing Orange’s continuous and uninterrupted maintenance of Simpson Road; and

Whereas, the construction contemplated by the Existing Agreement will require temporary construction easements and/or rights-of-entry on the parcels within Orange County for proposed grading and driveway connections; and

Whereas, in all other respects, the original terms of Existing Agreement shall remain unchanged and in full force and effect.

Now, therefore, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Osceola and Orange agree as follows:

Section 1. *Recitals.* The above recitals are true and correct and are incorporated herein by this reference.

Section 2. *Maintenance Boundary.* Exhibit “D” to the Existing Agreement is hereby deleted and replaced with Exhibit “A” to this Second Amendment, attached hereto and incorporated herein, which depicts the updated Maintenance Boundary.

Section 3. *Maintenance Map.* The maintenance map as shown in Exhibit “B” to this Second Amendment, attached hereto and incorporated herein, depicts the limits of Orange’s continuous maintenance of Simpson Road, and will be recorded in Orange County, Florida.

Section 4. *Grading and Driveway Connections.* Temporary construction easements and/or rights-of-entry on the parcels will be required for the proposed grading and driveway connections as shown on Exhibit “C” to this Second Amendment, attached hereto and incorporated herein.

Section 5. *Notice.* Osceola and Orange hereby agree that any notice in connection with this Second Amendment shall be governed by Section 8, “Notice,” of the Existing Agreement.

Section 6. *Recording.* Osceola hereby agrees to record this Second Amendment immediately following the Effective Date.

Section 7. Complete Agreement. Except as modified by this Second Amendment, the Existing Agreement shall be and remain in full force and effect.

Section 8. Counterparts. This Second Amendment may be executed in several counterparts, each consisting of a duplicate original, but all such counterparts constituting one and the same Second Amendment.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Second Amendment on this date and year first above written.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____

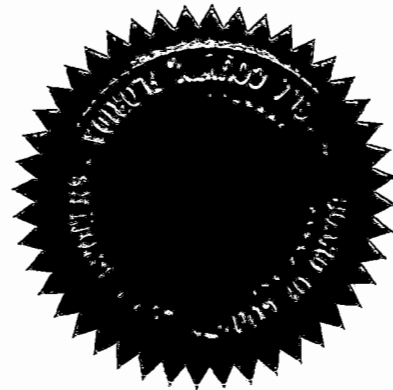
Chair / Vice-Chair

ATTEST:

OSCEOLA COUNTY CLERK OF THE BOARD

By: _____

Clerk / Deputy Clerk of the Board



*Second Amendment to Interlocal
Agreement Between Osceola County
and Orange County for Eminent Domain
Related to the Boggy Creek Road Projects*



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings

Orange County Mayor

Date: December 14, 2021

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By: *Katie Smith*

Deputy Clerk

Print name: **Katie Smith**

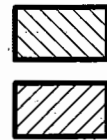
Exhibit “A”

Current Osceola County Maintenance Boundary

(1 page follows)



SCALE 1" = 500 FT.



= PROPOSED RIGHT OF WAY AND OSCEOLA COUNTY MAINTENANCE

= EXISTING RIGHT OF WAY AND OSCEOLA COUNTY MAINTENANCE

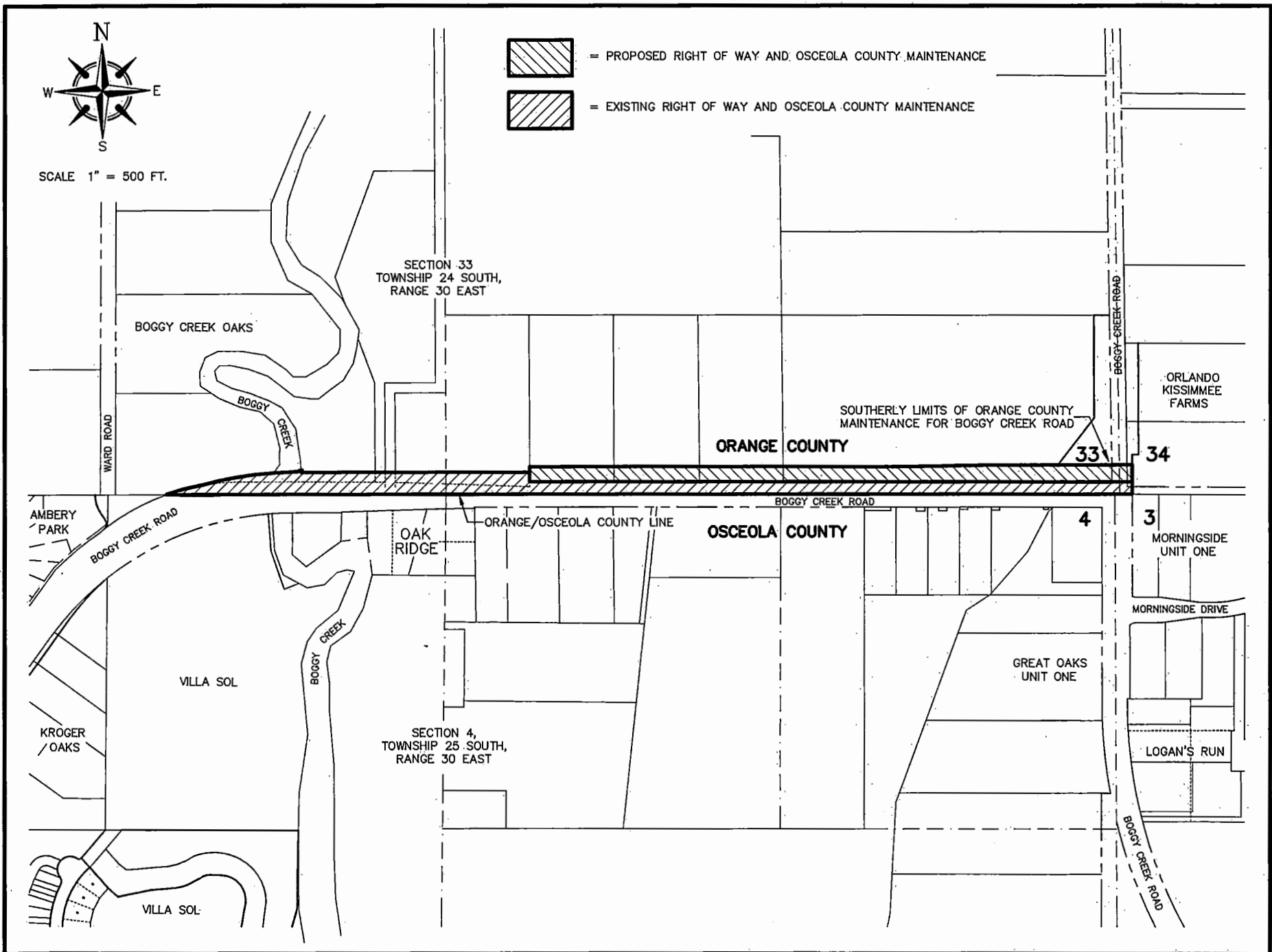
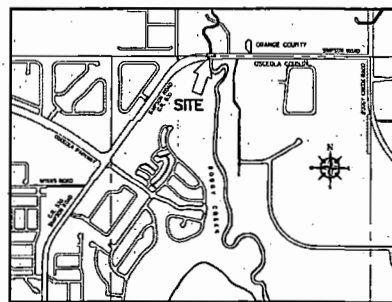


Exhibit “B”

Maintenance Map (for Recording in Orange County)

(1 page follows)

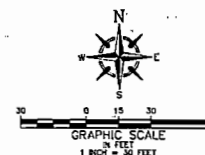


VICINITY MAP
NOT TO SCALE

RIGHT OF WAY DECLARATION AND MAINTENANCE MAP OF SIMPSON ROAD

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 30 EAST,
ORANGE COUNTY, FLORIDA

SHEET 1 OF 1



LEGAL DESCRIPTION

SIMPSON ROAD MAINTAINED RIGHT OF WAY

A parcel of land being a portion of Section 33, Township 24 South, Range 30 East, Orange County, Florida, and being more particularly described as follows:

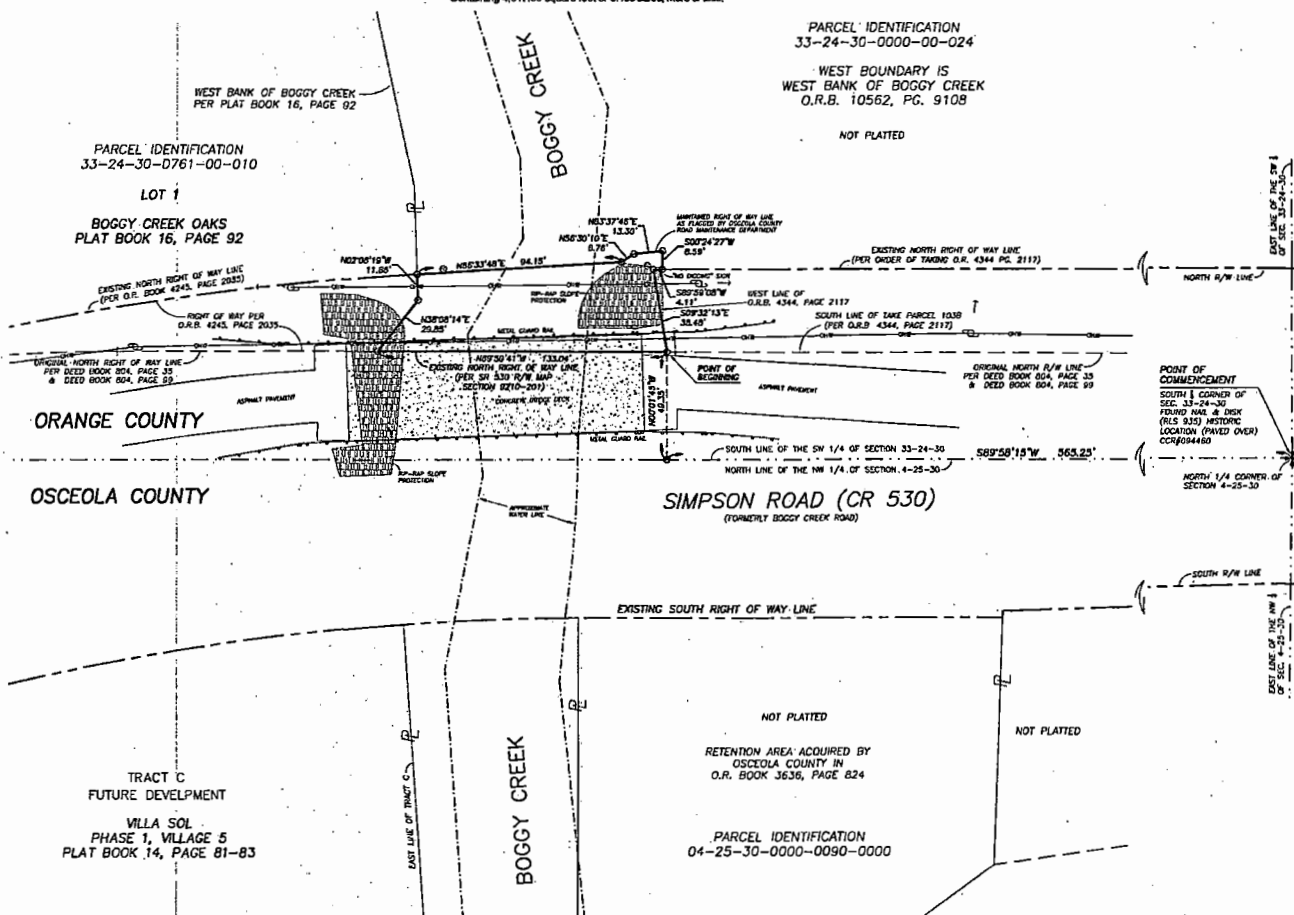
Commence at the South 1/4 corner of said Section 33, Township 24 South, Range 30 East, Orange County, Florida; thence run S89°58'15"W along the South line of the Southwest 1/4 of said Section 33, a distance of 565.25 feet; thence departing said South line, run N00°01'45"W, a distance of 43.35 feet to a point on the North Right of Way line of State Road 530 as shown on Florida Department of Transportation Right of Way Map, Section 8210-201, said point being the Point of Beginning; thence run N89°50'41"W along North Right of Way line, a distance of 133.04 feet to a point on the West Bank of Boggy Creek as shown on the plat of Boggy Creek Oaks as recorded in Plat Book 16, Page 92 of the Public Records of Orange County, Florida; thence along said West Bank the following two (2) courses and distances; thence run N89°50'14"E, a distance of 29.05 feet; thence run N02°00'10"W, a distance of 11.08 feet; thence departing said West Bank of Boggy Creek, run N88°33'48"E, a distance of 94.15 feet; thence run N58°30'10"E, a distance of 6.78 feet; thence run N83°27'48"E, a distance of 13.30 feet; thence run S00°24'27"W, a distance of 8.59 feet to a point on the North Right of Way line of Simpson Road as described in Order of Taking as recorded in Official Records Book 4344, Page 2117, Public Records of Orange County, Florida; thence along the North and West line of said Order of Taking the following two (2) courses and distances; thence run S89°58'15"W, a distance of 4.11 feet; thence run S89°52'15"E, a distance of 58.46 feet to the Point of Beginning.

Containing 4,617.09 square feet or 0.106 acres, more or less.

PARCEL IDENTIFICATION
33-24-30-0000-00-024

WEST BOUNDARY IS
WEST BANK OF BOGGY CREEK
O.R.B. 10562, PG. 9108

NOT PLATTED



JOHNSTON'S
SURVEYING INC.
500 Cross Pkwy Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2178 Fax (407) 847-5440

ABBREVIATIONS

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SURVEYOR'S NOTES

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT) AS DETERMINED FROM LOCAL POSITIONING SYSTEM (GPS).
ORIGINAL RIGHT OF WAY INFORMATION FOR COUNTY ROAD 530 IS BASED ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 910-301 1250-255, TRANSFER TO OSCEOLA ON SEPT. 27, 1982 IN ROAD MAP BOOK 1, PAGE 18 OSCEOLA COUNTY, FLORIDA.

RIGHT OF WAY MAP DOC#

SIMPSON ROAD MAINTENANCE AFFIDAVIT FOR TITLE BY DEDICATION

STATE OF FLORIDA
COUNTY OF ORANGE

Having been duly sworn, I certify that Orange County has caused the maintenance or repair of Simpson Road continuously and uninterrupted for seven years to the south herein indicated and described, beginning in 2014 and has continued to do so continuously and uninterrupted to the present time.
The maintenance has included asphalt repairs, street sweeping, roadside cleaning and such other work necessary to make the road suitable by the public and more particularly by the residence of the immediate area.

ORANGE COUNTY ROADS AND DRAINAGE DIVISION

By: Charles Amador, P.E., Manager

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____, 2021, by Charles Amador, who is ☐ personally known to me or ☐ produced to me identification.

Sworn to and signed before me this _____ day of _____, 2021.

Notary Public, State of Florida _____ Print Name of Notary Public
Commission Number: _____ Commission Expires: _____

ENGINEERING AFFIDAVIT FOR TITLE BY DEDICATION

STATE OF FLORIDA
COUNTY OF ORANGE

Having been duly sworn, I certify Simpson Road, as described herein, has existed in its present location as indicated herein and clearly appears in aerial photographs since 2000 to 2021. The street provided access between Boggy Creek Road and Simpson Road and has been used by the public generally and more particularly by the residence of the immediate area.

PUBLIC WORKS DEPARTMENT

By: Ueno M. Amador, P.E.

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____, 2021, by Ueno M. Amador, who is ☐ personally known to me or ☐ produced to me identification.

Sworn to and signed before me this _____ day of _____, 2021.

Notary Public, State of Florida _____ Print Name of Notary Public
Commission Number: _____ Commission Expires: _____

CERTIFICATE OF TITLE BY DEDICATION

Orange County, a political subdivision of the State of Florida, has caused Simpson Road to be maintained or repaired continuously and uninterrupted for seven years to the south as shown herein and actually used. The street is more particularly described herein.

The street was therefore by Section 15.361 of the Florida Statutes vested in Orange County as a public road including all right, title, easement, appurtenance, and thereto, whether there be any record of conveyance, dedication or appropriation to the public use or not and the same is hereby so designated and dedicated for perpetual use of the public.

Orange County has prepared under the direction of its engineers and herein file this map with the County Comptroller of Orange County, Florida, in which county said lands are located, pursuant to Section 15.361 of the Florida Statutes.

By: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____, 2021, by Jerry L. Damings, who is ☐ personally known to me or ☐ produced to me identification.

Sworn to and signed before me this _____ day of _____, 2021.

Notary Public, State of Florida _____ Print Name of Notary Public
Commission Number: _____ Commission Expires: _____

CERTIFICATE OF SURVEYOR

This plat was prepared under my direction and supervision. The plat complies with all appropriate requirements of Chapter 15-361 and Chapter 177, Part 1, Florida Statutes.

By: W. Turner Smith, P.E.
Johnston's Surveying Inc.
500 Cross Pkwy Parkway
Kissimmee, Florida 34744
Date: 09-07-2021

CERTIFICATE OF REVIEW BY COUNTY SURVEYOR

Reviewed for conformity with Chapter 15-361 and Chapter 177, Part 1, Florida Statutes.

By: _____

Notary Public, State of Florida _____ Print Name of Notary Public
Commission Number: _____ Commission Expires: _____

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records as Document No. _____

County Comptroller in and for Orange County, Florida.

By: _____

Exhibit "C"

Grading and Driveway Connection Temporary Construction Easement/Right-of-Entry Exhibit

(1 page follows)

