



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 6**

**DATE:** October 27, 2023

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

**THROUGH:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**FROM:** Elizabeth Price Jackson, Senior Title Examiner *EPS/MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval and execution of First Amendment to Drainage Easement by and between Hengreis, LLC and Orange County, Florida, and authorization to record instrument.

**PROJECT:** Wekiva Reserve (PSP-22-04-143)  
  
District 2

**PURPOSE:** To modify the terms of an existing Drainage Easement as a requirement of development.

**Interoffice Memorandum**  
**Real Estate Management Division**  
**Agenda Item 6**  
**October 27, 2023**  
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**ITEM:** First Amendment to Drainage Easement  
Cost: Donation

**APPROVALS:** Real Estate Management Division  
Public Works Department

**REMARKS:** The County was previously granted an easement by the Grantor's predecessor in interest recorded on March 9, 1960, in the Official Records Book 703, Page 150 of the Public Records of Orange County (Original Easement). This First Amendment to Drainage Easement is an amendment to the Original Easement that adds an additional clause to allow for termination of the Original Easement when the property and use that is the subject of the Original Easement is included in a recorded subdivision plat.

Grantor to pay recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**NOV 14 2023**

Property Appraisers Parcel Identification Number:  
02-21-28-0000-00-023

Project: Wekiva Reserve PSP-22-04-143

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDING DATA

### **FIRST AMENDMENT TO DRAINAGE EASEMENT**

This FIRST AMENDMENT TO DRAINAGE EASEMENT (this “**First Amendment**”) is made effective as of the date last executed below (the “**First Amendment Effective Date**”) by and between HENGREIS, LLC, a Florida limited liability company (“**Owner**”), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (“**County**”) whose address is c/o Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801.

#### RECITALS

A. Amantha Musselwhite, a predecessor in title to Owner, granted County that certain “**Drainage Easement**” recorded on March 9, 1960, in Official Records Book 703, Page 150 of the Public Records of Orange County, Florida (the “**Original Easement**”).

B. Since the recording of the Original Easement there have been numerous ownership changes to the tract of land which includes the Original Easement (the “**Property**”).

C. As of the First Amendment Effective Date, Owner is the sole owner in fee simple of the Property and intends to develop Property as a subdivision.

D. As of the First Amendment Effective Date, County remains the sole owner and holder of the rights, privileges, easements, and interests granted to County by the Original Easement.

E. Owner has requested, and County has agreed, to modify the terms of the Original Easement to allow Original Easement to terminate when replaced by an easement in the proposed subdivision plat.

F. Owner and County (collectively, the “**Parties**”) desire to enter into this First Amendment for the purpose of setting forth the terms and conditions of such modification of the term of the Original Easement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and are incorporated herein by this reference. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Original Easement.

2. Term of Easement. The Original Easement sentence "TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee and its assigns forever" is replaced by the following language: "TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever; provided, however, the easement hereby granted shall automatically terminate, without the necessity of the GRANTOR undertaking vacation proceedings or obtaining any release from the GRANTEE, at such time as GRANTOR or its successors or assigns shall cause the property over which the easement passes to be included in a subdivision plat recorded among the public records of Orange County, Florida."

3. Effect; Conflicts. Except as modified herein, all other terms and provisions of the Original Easement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Original Easement, the provisions of this First Amendment shall control.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed effective as of the First Amendment Effective Date.

“COUNTY”



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

DATE: 14 November 2023

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

BY: *Jennifer Lara Klimetz*  
for Deputy Clerk  
Jennifer Lara-Klimetz  
Printed Name

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered in the presence of:

Hengreis, LLC, a Florida limited liability company

[Signature]  
Witness

Christopher Henin  
Printed Name

[Signature]  
Witness

Yezhe Miranda  
Printed Name

(Signature of TWO Witnesses required by Florida Law)

STATE OF Florida  
COUNTY OF Orange

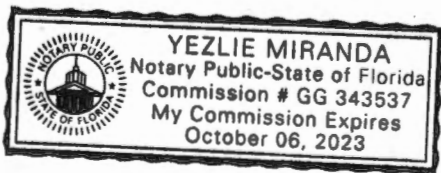
BY: [Signature]

Jerome Henin  
Printed Name

David Danays  
Title

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 18<sup>th</sup> day of September, 2023, by Jerome Henin, as Managing Member, of Hengreis, LLC, a Florida limited liability company, on behalf of the company. The individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Notary Signature

Yezhe Miranda  
Printed Notary Name

Notary Public in and for the County and State aforesaid

My Commission Expires: October 6, 2023

This instrument prepared by:  
E. Price Jackson, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida  
P. O. Box 1393  
Orlando, Florida 32802-1393