

AUG 13 1984

RESOLUTION NO. 84-M-18

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, AUTHORIZING AMENDMENTS TO THOSE CERTAIN DOCUMENTS WHICH SECURE THE \$29,625,000 ORANGE COUNTY CIVIC IMPROVEMENT CORPORATION, INC. REVENUE BONDS, SERIES 1983 (COUNTY ADMINISTRATIVE FACILITIES) TO RELEASE CERTAIN REAL PROPERTY SUBJECT TO THE LEASE AND GROUND LEASE; AUTHORIZING CONVEYANCE OF REAL PROPERTY TO ORLANDO LUTHERAN TOWERS, INC.; MAKING CERTAIN FINDINGS AND OTHER PROVISIONS IN CONNECTION THEREWITH; PROVIDING AN EFFECTIVE DATE.

PREMISES

1. Orange County has entered a Ground Lease and Lease securing the \$29,625,000 Orange County Civic Improvement Corporation, Inc. Revenue Bonds, Series 1983 (County Administrative Facilities) (the "Bonds"). Both the Ground Lease and the Lease were entered as of February 1, 1982, with the Orange County Civic Improvement Corporation, Inc. (the "Corporation"). The Ground Lease was amended by the parties on September 28, 1982 and was supplemented by the parties by a First Supplemental Ground Lease dated February 1, 1983. The Lease was likewise amended by the parties on September 28, 1982 and was supplemented by the parties by a First Supplemental Lease dated February 1, 1983. Such amendments to the Ground Lease and Lease are recorded in Official Records of Orange County, Florida, Book 3313, Page 1341 and 1345, respectively. The First Supplemental Ground Lease and the First Supplemental Lease are recorded in Book 3353, of the Official Records of Orange County, Florida, at Pages 443 and 447, respectively.

2. Orange County and Orlando Lutheran Towers, Inc. ("OLT") have entered a Joint Stipulation in the case of Orange County v. Answer-All Telephone Secretarial Services, Inc., et. al. (Orange County Circuit Court Case No. CI 82-7648) whereby Orange County is to convey to OLT certain real property which is subject to the Lease and Ground Lease in consideration of certain other property the title to which Orange County has obtained from OLT pursuant to the above-styled condemnation suit.

3. Section 6.10 of that certain Indenture of Trust (the "Indenture") between Sun Bank of Tampa Bay, f/k/a Flagship Bank of Tampa ("Trustee") and the Corporation permits such an amendment, to the Ground Lease and Lease, with the written consent of the Trustee, subject to certain conditions, without the necessity of obtaining the consent of the holders of the Bonds.

4. The Board of County Commissioners ("Board") now desires (i) to release from the Lease and Ground Lease that certain real property which it is obligated to convey to OLT pursuant to the Joint Stipulation and (ii) to authorize execution and delivery of a Deed to consummate such conveyance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

Section 1. The Board hereby finds and declares that the property described in Exhibits A and B, hereto, is not necessary for the proper construction, ownership,

operation, maintenance, or expansion of the Project (as such term is defined in the Indenture). Thus, conveyance of such property will not result (i) in any impairment of the Trust Estate (as defined in the Indenture) or of the security given or intended to be given under the Indenture for the payment of the Bonds or (ii) in any prejudice to the Trustee or the holders of the Bonds.

Section 2. The Board hereby authorizes the execution and delivery, on behalf of Orange County, Florida, of a Second Amendment to Ground Lease and a Second Amendment to Lease in the forms shown in Exhibits A and B, respectively, to this Resolution. The amendments shall be executed by the Chairman of the Board and attested by the Clerk thereof under the official seal of the County, but shall take effect only upon the written consent of the Trustee.

Section 3. The Board hereby ratifies and confirms in all other respects the Ground Lease, Lease and Indenture of Trust previously entered, amended and supplemented by the County in connection with the issuance of the Bonds, and no diminution of the rent payable by the County under the Lease shall occur by virtue of these amendments.

Section 4. The Chairman and the Clerk of this Board are hereby authorized, together or separately, to execute and deliver on behalf of the County any further documents necessary or helpful in connection with the release of the real property from the Lease and Ground Lease.

Section 5. The Board hereby authorizes the execution and delivery of a Deed in substantially the form attached hereto as Exhibit C, conveying to OLT the property described in such Exhibit C. Such Deed shall be delivered only upon the Second Amendment to Ground Lease and the Second Amendment to Lease taking effect.

Section 6. This Resolution shall take effect immediately.

ADOPTED THIS 13th DAY OF AUGUST, 1984.

ORANGE COUNTY, FLORIDA

BY: *Ron Trendrow*
Chairman, Board of County
Commissioners

ATTEST:

THOMAS H. LOCKER,
Clerk to the Board
of County Commissioners

BY: *Thomas H. Locker*
Deputy Clerk

SECOND AMENDMENT TO GROUND LEASE

THIS AGREEMENT made and entered into as of this _____ day of August, 1984, by and between ORANGE COUNTY, FLORIDA, (the "County"), and ORANGE COUNTY CIVIC IMPROVEMENT CORPORATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida, (the "Company"), amends that certain Ground Lease between the parties dated as of February 1, 1982, as previously amended and supplemented, as follows:

Acting in accordance with Section 6.10 of that certain Indenture of Trust (the "Indenture") dated as of February 1, 1982, between the Company and Sun Bank of Tampa Bay, f/k/a Flagship Bank of Tampa, as Trustee, securing certain outstanding Orange County Civic Improvement Corporation, Inc. Revenue Bonds, Series 1983 (the "Bonds"), the parties do hereby agree that the real property described in Exhibit "A-1" hereto shall be and is hereby released from the Ground Lease, and the description of the property subject to the Ground Lease shall hereafter be deemed to be amended accordingly. Such release shall take effect immediately upon receipt of the Trustee's written consent hereto.

IN WITNESS WHEREOF, the County and the Company have caused their respective names to be signed hereto and their respective seals to be impressed hereon by the respective officers thereunto duly authorized, all as of the date and year first above written.

ORANGE COUNTY, FLORIDA

BY: _____
Chairman of the Board
County Commissioners

(SEAL)

ATTEST:

County Comptroller

ORANGE COUNTY CIVIC IMPROVEMENT
CORPORATION, INC.,
A Non-Profit Corporation

BY: _____
President

(COMPANY SEAL)

ATTEST:

Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

On this _____ day of August, 1984, before me, _____, a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared Lou Treadway and Thomas H. Locker, known to me to be the Chairman of the Board of County Commissioners and County Comptroller, respectively, of Orange County, Florida, one of the parties who executed the within instrument and acknowledged to me that the County executed the within instrument pursuant to a resolution of its Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Orange, State of Florida, the year and day in this certificate first above written.

Notary Public

My commission expires:

STATE OF FLORIDA

COUNTY OF ORANGE

On this _____ day of August, 1984, before me, _____, a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared Lou Treadway and Thomas H. Locker, known to me to be the President and Secretary, respectively, of ORANGE COUNTY CIVIC IMPROVEMENT CORPORATION, INC., a non-profit corporation organized under the laws of the State of Florida, the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or by resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Orange, State of Florida, the year and day in this certificate first above written.

Notary Public

My commission expires:

CONSENT OF TRUSTEE

Sun Bank of Tampa Bay, a state bank, f/k/a Flagship Bank of Tampa, a state bank, as Trustee under that certain Indenture dated as of February 1, 1982, as subsequently amended and supplemented, being of the opinion that the foregoing Second Amendment to Ground Lease will not result in any impairment to the Trust Estate or to the security given or intended to be given for the payment of the Corporation's Series 1983 Bonds, or in any prejudice to the Trustee or the holders of the bonds, hereby consents to this Second Amendment to Ground Lease pursuant to Section 6.10 of the Indenture.

IN WITNESS WHEREOF, the Trustee has caused this consent to be executed by its duly authorized officers this _____ day of August, 1984.

SUN BANK OF TAMPA BAY, f/k/a
FLAGSHIP BANK OF TAMPA,
As Trustee

(BANK SEAL)

BY: _____
Trust Officer

ATTEST:

Vice President

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of August, 1984, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, known to me to be a Trust Officer, and _____, known to me to be a Vice President, respectively of SUN BANK OF TAMPA BAY, f/k/a FLAGSHIP BANK OF TAMPA, one of the corporations that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and who acknowledged to me that they are respectively, of said corporation and that they executed the within instrument on behalf of said corporation by authority of its Board of Directors for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County, State of Florida, the year and day in this certificate first above written.

Notary Public

My commission expires:

EXHIBIT "A-1"

The North 14.00 feet of Lots 6 through 10, inclusive, of the map of W. B. FREAS' SUBDIVISION OF BLOCK 10 OF JACOB SUMMERLIN'S ADDITION TO THE TOWN OF ORLANDO, as recorded in Plat Book C, Page 120, of the Public Records of Orange County, Florida.

"EXHIBIT B"

SECOND AMENDMENT TO LEASE

THIS AGREEMENT made and entered into as of this _____ day of August, 1984, by and between ORANGE COUNTY, FLORIDA, (the "County"), and ORANGE COUNTY CIVIC IMPROVEMENT CORPORATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida, (the "Company"), amends that certain Lease between the parties dated as of February 1, 1982, as previously amended and supplemented, as follows:

Acting in accordance with Section 6.10 of that certain Indenture of Trust (the "Indenture") dated as of February 1, 1982, between the Company and Sun Bank of Tampa Bay, f/k/a Flagship Bank of Tampa, as Trustee, securing certain outstanding Orange County Civic Improvement Corporation, Inc. Revenue Bonds, Series 1983 (the "Bonds"), the parties do hereby agree that the real property described in Exhibit "A-1" hereto shall be and is hereby released from the Lease, and the description of the property subject to the Lease shall hereafter be deemed to be amended accordingly. Such release shall take effect immediately upon receipt of the Trustee's written consent hereto.

IN WITNESS WHEREOF, the County and the Company have caused their respective names to be signed hereto and their respective seals to be impressed hereon by the respective officers thereunto duly authorized, all as of the date and year first above written.

ORANGE COUNTY, FLORIDA

BY: _____
Chairman of the Board
County Commissioners

(SEAL)

ATTEST:

County Comptroller

ORANGE COUNTY CIVIC IMPROVEMENT
CORPORATION, INC.,
A Non-Profit Corporation

BY: _____
President

(COMPANY SEAL)

ATTEST:

Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

On this _____ day of August, 1984, before me, _____, a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared Lou Treadway and Thomas H. Locker, known to me to be the Chairman of the Board of County Commissioners and County Comptroller, respectively, of Orange County, Florida, one of the parties who executed the within instrument and acknowledged to me that the County executed the within instrument pursuant to a resolution of its Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Orange, State of Florida, the year and day in this certificate first above written.

Notary Public

My commission expires:

STATE OF FLORIDA

COUNTY OF ORANGE

On this _____ day of August, 1984, before me, _____, a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared Lou Treadway and Thomas H. Locker, known to me to be the President and Secretary, respectively, of ORANGE COUNTY CIVIC IMPROVEMENT CORPORATION, INC., a non-profit corporation organized under the laws of the State of Florida, the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or by resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Orange, State of Florida, the year and day in this certificate first above written.

Notary Public

My commission expires:

CONSENT OF TRUSTEE

Sun Bank of Tampa Bay, a state bank, f/k/a Flagship Bank of Tampa, a state bank, as Trustee under that certain Indenture dated as of February 1, 1982, as subsequently amended and supplemented, being of the opinion that the foregoing Second Amendment to Lease will not result in any impairment to the Trust Estate or to the security given or intended to be given for the payment of the Corporation's Series 1983 Bonds, or in any prejudice to the Trustee or the holders of the bonds, hereby consents to this Second Amendment to Lease pursuant to Section 6.10 of the Indenture.

IN WITNESS WHEREOF, the Trustee has caused this consent to be executed by its duly authorized officers this _____ day of August, 1984.

SUN BANK OF TAMPA BAY, f/k/a
FLAGSHIP BANK OF TAMPA,
As Trustee

(BANK SEAL)

BY: _____
Trust Officer

ATTEST:

Vice President

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of August, 1984, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, known to me to be a Trust Officer, and _____, known to me to be a Vice President, respectively of SUN BANK OF TAMPA BAY, f/k/a FLAGSHIP BANK OF TAMPA, one of the corporations that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and who acknowledged to me that they are respectively, of said corporation and that they executed the within instrument on behalf of said corporation by authority of its Board of Directors for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County, State of Florida, the year and day in this certificate first above written.

Notary Public

My commission expires:

EXHIBIT "A-1"

The North 14.00 feet of Lots 6 through 10, inclusive of the map of W. B. FREAS' SUBDIVISION OF BLOCK 10 OF JACOB SUMMERLIN'S ADDITION TO THE TOWN OF ORLANDO, as recorded in Plat Book C, Page 120, of the Public Records of Orange County, Florida.

"EXHIBIT C"

DEED

THIS DEED, made this _____ day of August, 1984, by ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida, party of the first part, and ORLANDO LUTHERAN TOWERS, INC., party of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable consideration, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its heirs and assigns forever, the following described land lying and being in ORANGE County, Florida:

The North 14.00 feet of Lots 6 through 10, inclusive, of the map of W.B. FREAS' SUBDIVISION OF BLOCK 10 OF JACOB SUMMERLIN'S ADDITION TO THE TOWN OF ORLANDO, as recorded in Plat Book C, Page 120, of the Public Records of Orange County, Florida.

AND

The South 1/2 of the following described vacated Mariposa Street:

The existing right-of-way of Mariposa Street, W.B. FREAS' SUBDIVISION OF BLOCK 10 OF JACOB SUMMERLIN'S ADDITION TO ORLANDO, as recorded in Plat Book C, Page 120, of the Public Records of Orange County, Florida. Said vacating ordinance recorded in O.R. Book 3367, Page 2477, of the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

ORANGE COUNTY, FLORIDA

BY: _____
Chairman
Board of County
Commissioners

(OFFICIAL SEAL)

ATTEST: _____
Deputy Clerk,
Board of County
Commissioners

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LOU TREADWAY, well known to me to be the Chairman of the Board of County Commissioners for Orange County, Florida, in the foregoing Deed and that he acknowledged executing the same freely and voluntarily under authority duly vested in him.

IN WITNESS WHEREOF I have hereunto set my hand and official seal in the County and State last aforesaid this _____ day of August, 1984.

Notary Public

My commission expires:

This instrument prepared by:

Lana N. Sunner
GRAY, HARRIS & ROBINSON, P.A.
P. O. Box 3068
Orlando, Florida 32802