A RESOLUTION AUTHORIZING AN EXCHANGE OF COUNTY PROPERTY PER FLORIDA STATUTE 125.37.

WHEREAS, Orange County (the "County"), a political subdivision of the State of Florida, pursuant to its home rule power and Florida Statute 125.37 has authority to determine that certain County property is not needed for County purposes and exchange such property for other property which the County may desire to acquire for County purposes;

WHEREAS, application for a property exchange has been made by Heather Partners, Ltd., a Florida limited partnership (hereinafter referred to as the "Applicant");

WHEREAS, the Board finds that the easement described in Exhibit "A", attached hereto and incorporated herein by reference, (hereinafter referred to the "Surplus Property") is no longer needed for County purposes;

WHEREAS, the Board finds that the easement described in Exhibit "B", attached hereto and incorporated herein by reference, (hereinafter the "Needed Property") is needed for County purposes;

WHEREAS, the Board, pursuant to its home rule power and those powers expressly granted in Florida Statute 125.37 finds that it is in the best interest of the residents of Orange County to accept the Needed Property in exchange for a conveyance of the Surplus Property:

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA that the Surplus Property, which is a drainage easement deeded to Orange County and recorded at O.R. Book 4111, Page 2052, Public Records of Orange County, shall be released to Applicant in exchange for a drainage easement described as the Needed Property (in favor of the County), which exchange shall be accomplished by a document entitled "Modification of Drainage Easement," a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference;
BE IT FURTHER RESOLVED that the terms and conditions of this exchange have been published in a newspaper of general circulation in Orange County, once a week for two consecutive weeks prior to the Adoption Date of this Resolution and the statutory requirements have otherwise been complied with.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded forthwith to applicant.

ADOPTED THIS 10TH DAY OF NOVEMBER, 1992.

ORANGE COUNTY, FLORIDA

BY: [Signature]

DATE: NOV 10 1992

ATTEST: Martha O. Haynie, County Comptroller

As Clerk of the Board of County Commissioners

BY: [Signature]

Deputy Clerk

AMY: sac1268 02/13/92
LEGAL DESCRIPTION WRITTEN BY SURVEYOR:

Commence at the East 1/4 corner of Section 5, Township 22 South, Range 31 East, Orange County, Florida run S 80'49'23" W 30.07 feet along the North line of the Southeast 1/4 of said Section 5; thence run S 03'52'05" W 758.30 feet along a line 30 feet west and parallel with the East line of Southeast 1/4 of said Section 5 to the Point of Beginning; thence continue S 03'52'05" W 256.36 feet; thence run S 73'01'18" W 88.30 feet; thence run S 02'40'53" W 365.48 feet; thence run S 57'21'41" E 85.51 feet; thence run S 03'52'05" W 81.96 feet; thence run S 73'51'11" W 69.79 feet; thence run S 55'27'17" W 65.64 feet; thence run N 65'42'30" W 62.76 feet; thence run S 35'12'28" W 73.77 feet; thence run N 76'20'02" W 180.04 feet; thence run N 87'49'04" W 52.24 feet; thence run S 75'56'01" W 158.44 feet; thence run S 13'25'14" E 64.93 feet; thence run S 77'01'41" W 116.04 feet; thence run N 00'35'57" W 62.72 feet to the P.C. of a curve; thence run Northwesterly 93.47 feet along the arc of a curve concave Westerly having a radius of 340.00 feet a central angle of 15'45'07" and a chord that bears N 8'28'30" W; thence run N 16'21'04" W 147.95 feet; thence run N 78'09'21" E 116.90 feet; thence run N 10'54'48" W 74.91 feet; thence run S 39'08'23" E 15.21 feet; thence run S 79'54'05" E 154.13 feet; thence run N 84'07'14" E 67.23 feet; thence run N 65'42'42" E 152.87 feet; thence run N 27'42'13" E 83.23 feet; thence run S 89'54'28" E 170.31 feet; thence run N 02'40'53" E 290.72 feet; thence run N 88'55'35" W 167.81 feet; thence run N 06'31'54" W 42.71 feet; thence run N 57'23'05" W 232.46 feet; thence run N 75'17'21" W 35.09 feet; thence run N 41'17'04" W 114.59 feet; thence run N 78'26'39" W 21.66 feet; thence run S 52'57'29" W 98.14 feet; thence run N 36'04'24" W 97.46 feet to a point on the arc of a curve; thence run Easterly 223.07 feet along the arc of a curve concave Southerly having a radius of 320 feet a central angle of 39'56'25" and a chord that bears N 73'53'50" E; thence run N 41'17'04" W 338.64 feet; thence run N 03'52'05" E 80.00 feet; thence run S 86'07'55" E 20.00 feet; thence run S 03'52'05" W 90.00 feet; thence run S 86'07'55" E 185.79 feet to the Point of Beginning containing 6.75 acres more or less.
LEGAL DESCRIPTION: DRAINAGE EASEMENT

COMMENCE at the East 1/4 corner of Section 5, Township 22 South, Range 31 East, Orange County, Florida, run S.89°49'23"W. 30.07 feet along the North line of the Southeast 1/4 of Section 5; thence run S.03°52'05"W. 758.30 feet along a line 30.00 feet West and parallel with the East line of the Southeast 1/4 of said Section 5 to the POINT OF BEGINNING; thence continue S.03°52'05"W. 256.36 feet; thence run S.80°47'33"W. 69.65 feet; thence run S.02°40'53"W. 389.48 feet; thence run S.57°21'41"E. 68.19 feet; thence run S.86°07'55"E. a distance of 30.00 feet to a point on the East line of the Southeast 1/4 of said Section 5; thence run S.03°52'05"W. along the East line of the Southeast 1/4 of said Section 5 a distance of 40.00 feet; thence departing said Section 5 line run N.86°07'55"W. a distance of 30.00 feet; thence run S.03°52'05"W. 20.00 feet; thence run S.71°40'26"W. 189.89 feet; thence run S.35°12'28"W. 35.00 feet; thence run N.87°03'07"W. 249.83 feet; thence run S.75°56'01"W. 161.44 feet; thence run S.13°25'14"E. 50.07 feet; thence run S.41°34'46"W. 51.34 feet; thence run S.77°01'41"W. 35.02 feet; thence run N.46°43'25"W. 53.49 feet; thence run N.00°35'57"W. 32.50 feet to the point of curvature of a curve; thence run Northwesterly 93.47 feet along the arc of a curve concave Westerly having a radius of 340.00 feet a central angle of 15°45'07" and a chord that bears N.08°28'30"W.; thence run N.16°21'04"W. 147.95 feet; thence run N.78°09'21"E. 82.48 feet; thence run S.16°21'04"E. 69.29 feet; thence run S.39°08'23"E. 15.21 feet; thence run S.86°04'59"E. 142.07 feet; thence run N.65°42'42"E. 230.00 feet; thence run N.27°42'13"E. 55.00 feet; thence run N.79°22'10"E. 122.90 feet; thence run S.59°54'28"E. 80.00 feet; thence run N.02°40'53"E. 318.31 feet; thence run S.73°01'18"W. 90.00 feet; thence run N.88°55'35"W. 35.00 feet; thence run N.57°23'05"W. 210.00 feet; thence run N.22°44'44"W. 84.85 feet; thence run N.78°05'05"W. 137.37 feet; thence run N.38°58'33"W. 100.92 feet; thence run S.53°55'36"W. 93.01 feet; thence run N.36°04'24"W. a distance of 75.00 feet to a point on the arc of a curve; thence run Easterly 135.00 feet along the arc of a curve concave Southerly having a radius of 340.00 feet and a central angle of 23°59'18" and a chord bearing of N.65°55'15"E.; thence departing said curve run S.81°54'20"E. a distance of 93.70 feet; thence run S.86°07'55"E. a distance of 446.43 feet; thence run S.03°52'05"E. a distance of 90.00 feet; thence run S.86°07'55"E. a distance of 20.00 feet; thence run S.03°52'05"W. a distance of 90.00 feet; thence run S.86°07'55"E. a distance of 78.00 feet to the POINT OF BEGINNING.

Containing 6.975 acres more or less.

NOTES

(1) This sketch and description is based on that certain "As Built" Survey of Heather Glen by Southeastern Surveying and Mapping Corporation, dated January 24, 1991, last revised March 18, 1991.

(2) The bearings are based on the East line of the Southeast 1/4 of Section 5, Township 22 South, Range 31 East, Orange County, Florida, being S.03°52'05"W.

(3) Subject to restrictions and easements, if any, of record.

EXHIBIT "B"
MODIFICATION OF DRAINAGE EASEMENT

This MODIFICATION OF DRAINAGE EASEMENT (the "Modification") is made and entered into this 10th day of January, 1992, by and between Heather Partners, Ltd., a Florida limited partnership (the "Grantor") whose mailing address is c/o FRM Properties, Inc., 900 North Providence Road, Media PA 19063-2115 and Orange County whose mailing address is 201 S. Rosalind Avenue, Orlando, Florida 32802 (the "Grantee").

WHEREAS, Del Properties VIII, Ltd., a Florida limited partnership, entered into that certain Drainage Easement in favor of Orange County, Florida, dated January 10, 1989 and recorded in Official Records Book 4111, Page 2052, Public Records of Orange County, Florida (the "Prior Easement"); and

WHEREAS, Grantor is the fee title owner of that certain real property described in the Prior Easement as the easement property, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Prior Easement Property"); and

WHEREAS, Grantor is the fee title owner of certain real property adjacent and contiguous to the Prior Easement Property (the "Adjacent Property"); and

WHEREAS, the physical boundaries of the drainage facilities described and created pursuant to the Prior Easement (the "Drainage Facilities") do not coincide with the boundaries of the Prior Easement Property and portions of the retention ponds located on the Prior Easement Property meander outside of the boundaries of the Prior Easement Property; and

WHEREAS, portions of the buildings, parking lots and other structures located on the Adjacent Property encroach into the Prior Easement Property; and

WHEREAS, the Grantor and the Grantee desire to modify the Prior Easement in order to relocate the boundaries of the Prior Easement Property to coincide with the physical location of the Drainage Facilities and to eliminate encroachments into the easement area; and

WHEREAS, Florida Statutes §125.37 permits an exchange of County property in the event the Board of County Commissioners passes a resolution finding that such an exchange is in the best interests of the citizens of Orange County and such exchange has been published for two weeks in a newspaper of general circulation of Orange County; and

WHEREAS, the requirements of Florida Statutes §125.37 have been complied with.

NOW, THEREFORE, in consideration of the sum of ten dollars ($10.00), the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby agree to modify and amend the Prior Easement as follows:

1. The Prior Easement Property is hereby released in its entirety from the provisions of the Prior Easement.
2. In exchange thereof, the Grantor hereby conveys and grants to the Grantee and its assigns, an easement for drainage purposes with full authority to enter upon, construct and maintain, as the Grantee and its assigns may deem necessary, a drainage ditch, pipe or facility over, under, and upon that certain property described in Exhibit "B" attached hereto and incorporated hereto by reference (the "Relocation Easement Property").

3. Except as expressly modified herein, the terms, covenants and conditions of the Prior Easement Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict or inconsistency between the Prior Easement Agreement and this Modification, the terms of this Modification shall control.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Modification to be executed as of the day and year first above written.

"GRANTOR"

HEATHER PARTNERS, LTD. a Florida limited partnership

By: FRM Properties, Inc., a Delaware corporation

By: Frank R. Manno

As its: President

"GRANTEE"

ORANGE COUNTY, FLORIDA

By: Linda W. Chapin

County Chairman

201 S. Rosalind Avenue

Orlando, Florida 32802

FOR THE COUNTY CHAIRMAN

Attest: Martha C. Haynie

County Chairman

Clerk of the Board

of County Commissioners

By: Deputy Clerk

Printed Name: Rosilyn M. Stapleton

FOR THE USE AND RELIANCE OF ORANGE COUNTY ONLY.


Assistant County Attorney

Printed Name
The foregoing instrument was acknowledged before me this 27th day of November, 1992, by Frank R. Manno, as President, of FRM PROPERTIES, INC., a Delaware corporation as the sole general partner of HEATHER PARTNERS, LTD., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced (type of identification) as identification and did not take an oath.

Notary Public

STATE OF Pennsylvania) SS.
COUNTY OF Delaware

The foregoing instrument was acknowledged before me this 27th day of November, 1992, by Frank R. Manno, as President, of FRM PROPERTIES, INC., a Delaware corporation as the sole general partner of HEATHER PARTNERS, LTD., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced (type of identification) as identification and did not take an oath.

Notary Public

STATE OF Pennsylvania) SS.
COUNTY OF Delaware

The foregoing instrument was acknowledged before me this 27th day of November, 1992, by Frank R. Manno, as President, of FRM PROPERTIES, INC., a Delaware corporation as the sole general partner of HEATHER PARTNERS, LTD., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced (type of identification) as identification and did not take an oath.

Notary Public

STATE OF Pennsylvania) SS.
COUNTY OF Delaware

The foregoing instrument was acknowledged before me this 27th day of November, 1992, by Frank R. Manno, as President, of FRM PROPERTIES, INC., a Delaware corporation as the sole general partner of HEATHER PARTNERS, LTD., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced (type of identification) as identification and did not take an oath.

Notary Public
EXHIBIT "A"

DRAINAGE EASEMENT

LEGAL DESCRIPTION WRITTEN BY SURVEYOR:

Commence at the East 1/4 corner of Section 5, Township 22 South, Range 31 East, Orange County, Florida run S 80'49"23" W 10.07 feet along the North line of the Southeast 1/4 of said Section 5; thence run S 03°52'05" W 758.30 feet along a line 30 feet west and parallel with the East line of Southeast 1/4 of said Section 5 to the Point of Beginning; thence continue S 03°52'05" W 256.36 feet; thence run S 73°01'18" W 88.30 feet; thence run S 02°40'53" W 365.48 feet; thence run S 57°21'42" E 85.51 feet; thence run S 03°52'05" W 88.96 feet; thence run S 73°51'11" W 69.79 feet; thence run S 55°27'17" W 65.64 feet; thence run N 65°42'130" W 62.76 feet; thence run S 35°12'28" W 73.77 feet; thence run N 76°20'02" W 180.04 feet; thence run N 87°49'04" W 52.24 feet; thence run S 75°56'01" W 158.44 feet; thence run S 13°25'14" E 64.93 feet; thence run S 77°01'41" W 116.04 feet; thence run N 00°35'57" W 62.72 feet to the P.C. of a curve; thence run Northwesterly 93.47 feet along the arc of a curve concave Westerly having a radius of 340.00 feet a central angle of 15°45'07" and a chord that bears N 8°28'30" W; thence run N 16°21'04" W 147.95 feet; thence run N 78°09'21" E 116.90 feet; thence run S 10°54'48" W 74.91 feet; thence run S 39°08'23" E 15.21 feet; thence run S 79°54'05" E 154.13 feet; thence run N 84'07'14" E 67.23 feet; thence run N 65°42'42" E 152.87 feet; thence run N 27°42'13" E 83.23 feet; thence run S 89°54'28" E 170.31 feet; thence run N 02°40'53" E 290.72 feet; thence run N 88°55'35" W 167.81 feet; thence run N 06°31'54" W 42.71 feet; thence run N 57°23'05" W 232.46 feet; thence run N 75°17'21" W 35.09 feet; thence run N 41°17'04" W 114.59 feet; thence run N 78°26'39" W 21.66 feet; thence run S 52°57'29" W 98.14 feet; thence run N 36°04'24" W 97.46 feet to a point on the arc of a curve; thence run Easterly 223.07 feet along the arc of a curve concave Southerly having a radius of 320 feet a central angle of 39°56'29" and a chord that bears N 73°53'50" E; thence run S 86°07'55" E 338.64 feet; thence run N 03°52'05" E 80.00 feet; thence run S 86°07'55" E 20.00 feet; thence run S 03°52'05" W 90.00 feet; thence run S 86°07'55" E 185.79 feet to the Point of Beginning containing 6.75 acres more or less.
EXHIBIT "B"

LEGAL DESCRIPTION: DRAINAGE EASEMENT

COMMENCE at the East 1/4 corner of Section 5, Township 22 South, Range 31 East, Orange County, Florida, run S.89°49'23"W. 30.07 feet along the North line of the Southeast 1/4 of Section 5; thence run S.03°52'05"W. 758.30 feet along a line 30.00 feet West and parallel with the East line of the Southeast 1/4 with the East line of the Southeast 1/4 of said Section 5 to the POINT OF BEGINNING; thence continue S.03°52'05"W. 256.36 feet; thence run S.80°47'33"W. 389.48 feet; thence run S.57°21'41"E. 68.19 feet; thence run S.86°07'55"E. a distance of 30.00 feet to a point on the East line of the Southeast 1/4 of said Section 5; thence run S.03°52'05"W. along the East line of the Southeast 1/4 of said Section 5 a distance of 40.00 feet; thence departing said Section line run N.86°07'55"W. a distance of 30.00 feet; thence run S.03°52'05"W. 20.00 feet; thence run S.71°40'26"W. 189.89 feet; thence run S.35°12'28"E. 142.07 feet; thence run N.46°43'25"W. 75.00 feet to the point of curvature of a curve; thence run Northwesterly 93.47 feet along the arc of a curve concave Westerly having a radius of 340.00 feet a central angle of 15°45'07" and a chord that bears N.08°28'30"W.; thence run N.16°21'04"W. 147.95 feet; thence run N.78°09'21"E. 82.48 feet; thence run S.16°21'04"E. 69.29 feet; thence run S.39°08'23"E. 15.21 feet; thence run S.86°04'59"E. 142.07 feet; thence run N.65°42'42"E. 230.00 feet; thence run N.24°42'33"E. 55.00 feet; thence run N.79°22'10"E. 122.90 feet; thence run S.59°54'28"E. 80.00 feet; thence run N.02°40'53"W. 318.31 feet; thence run S.73°01'18"W. 90.00 feet; thence run N.88°55'35"W. 35.00 feet; thence run N.57°23'05"W. 210.00 feet; thence run N.22°44'44"W. 84.85 feet; thence run N.78°05'05"W. 137.37 feet; thence run N.38°58'33"W. 100.92 feet; thence run S.53°55'36"W. 93.01 feet; thence run S.36°04'24"W. a distance of 75.00 feet to a point on the arc of a curve; thence run Easterly 142.35 feet along the arc of a curve concave Southerly having a radius of 340.00 feet and a central angle of 23°59'18" and a chord bearing of N.65°55'15"E.; thence departing said curve run S.81°54'20"E. a distance of 93.70 feet; thence run S.86°07'55"E., a distance of 446.43 feet; thence run N.03°52'05"E. a distance of 90.00 feet; thence run S.86°07'55"E. a distance of 20.00 feet; thence run S.03°52'05"W. a distance of 90.00 feet; thence run S.86°07'55"E. a distance of 78.00 feet to the POINT OF BEGINNING.

Containing 6.975 acres more or less.

NOTES

(1) This sketch and description is based on that certain "As Built" Survey of Heather Glen by Southeastern Surveying and Mapping Corporation, dated January 24, 1991, last revised March 18, 1991.

(2) The bearings are based on the East line of the Southeast 1/4 of Section 5, Township 22 South, Range 31 East, Orange County, Florida, being S.03°52'05"W.

(3) Subject to restrictions and easements, if any, of record.
CONSENT OF MORTGAGEE

THE ORANGE COUNTY HOUSING FINANCE AUTHORITY, (the "Authority")
FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Credit Bank")
and SUN BANK, NATIONAL ASSOCIATION, AS TRUSTEE (the "Trustee"),
being all of the owners and holders of that certain mortgage dated
September 1, 1990 and recorded September 10, 1990 in Official Re-
cords Book 4217, Page 5 and Memorandum of Assumption and Modification of Project Loan Documents and Consent filed in Official Records Book 4282, Page 60, all in the Public Records of Orange County, Florida, hereby consent of record to the foregoing Modification of Drainage Easement.

This Consent may be executed by the parties hereto in separate identical counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Dated this _______ day of ______________, 1992.

ORANGE COUNTY HOUSING FINANCE
AUTHORITY

By: ___________________________

As its: ___________________________

(CORPORATE SEAL)

FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK

By: ___________________________

As its: ___________________________

(CORPORATE SEAL)

SUN BANK, NATIONAL ASSOCIATION, not individually but solely as Trustee under an Indenture of Trust dated as of September 1, 1990 between Orange County Housing Finance Authority and Sun Bank, National Association, as Trustee

By: ___________________________

As its: Corporate Trust Officer

(CORPORATE SEAL)

Witness
Print Name

Witness
Print Name

Witness
Print Name

Witness
Print Name

Witness
Print Name

Witness
Print Name

Witness
Print Name

Witness
Print Name

Witness
Print Name
STATE OF ________) SS.
COUNTY OF ________)  

The foregoing instrument was acknowledged before me this ____ day of ____________, 199__, by ____________________________ and ____________________________, respectively, of ORANGE COUNTY HOUSING FINANCE AUTHORITY on behalf of such authority. They are personally known to me or have produced _______ (type of identification) as identification and did (did not) take an oath.

Notary Public

Name printed or typed ____________________________
Title or Rank ____________________________
Serial Number, if any ____________________________
My Commission Expires: ____________________________

(NOTARY'S SEAL)

---------

STATE OF ________) SS.
COUNTY OF ________)  

The foregoing instrument was acknowledged before me this ____ day of ____________, 199-1, by ____________________________, of FIRST NATIONWIDE BANK, a federal savings bank on behalf of such savings bank. He/she is personally known to me or has produced _______ (type of identification) as identification and did (did not) take an oath.

Notary Public

Name printed or typed ____________________________
Title or Rank ____________________________
Serial Number, if any ____________________________
My Commission Expires: ____________________________

(NOTARY'S SEAL)

---------

STATE OF ________) SS.
COUNTY OF ________)  

The foregoing instrument was acknowledged before me this 8th day of ________, 1992, by ____________________________ as Trustee under an Indenture of Trust dated as of September 1, 1990 between Orange County Housing Finance Authority and Sun Bank, National Association, as Trustee on behalf of such association. He/she is personally known to me or has produced _______ (type of identification) as identification and did (did not) take an oath.

Notary Public

Name printed or typed ____________________________
Title or Rank ____________________________
Serial Number, if any ____________________________
My Commission Expires: ____________________________

(NOTARY'S SEAL)
CONSENT OF MORTGAGEE

THE ORANGE COUNTY HOUSING FINANCE AUTHORITY, (the "Authority")
FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Credit Bank")
and SUN BANK, NATIONAL ASSOCIATION, AS TRUSTEE (the "Trustee")
being all of the owners and holders of that certain mortgage dated
September 1, 1990 and recorded September 10, 1990 in Official Rec-
cords Book 4217, Page 5 and Memorandum of Assumption and Modifica-
tion of Project Loan Documents and Consent filed in Official Rec-
cords Book 4282, Page 60, all in the Public Records of Orange
County, Florida, hereby consent of record to the foregoing Modifi-
cation of Drainage Basement.

This Consent may be executed by the parties hereto in separate
identical counterparts, each of which when so executed and deli-
vered shall be an original, but all such counterparts shall toge-
ther constitute but one and the same instrument.

Dated this ______ day of ____________, 1992.

ORANGE COUNTY HOUSING FINANCE
AUTHORITY

By: ______________________

As its: ______________________

(CORPORATE SEAL)

FIRST NATIONWIDE BANK, A FEDERAL
SAVINGS BANK

By: ______________________

As its: ______________________

(CORPORATE SEAL)

SUN BANK, NATIONAL ASSOCIATION,
AS TRUSTEE

By: ______________________

As its: ______________________

(CORPORATE SEAL)
STATE OF [Blank] ) SS.
COUNTY OF [Blank] 

The foregoing instrument was acknowledged before me this _____ day of [Blank], 199[Blank], by [Blank] and [Blank] respectively, of ORANGE COUNTY HOUSING FINANCE AUTHORITY on behalf of such authority. They are personally known to me or have produced [Blank] (type of identification) as identification and did (did not) take an oath.

Notary Public

Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires:

(NOTARY'S SEAL)

STATE OF [Blank] ) SS.
COUNTY OF [Blank] 

The foregoing instrument was acknowledged before me this _____ day of [Blank], 199[Blank], by [Blank] as [Blank] of FIRST NATIONWIDE BANK, a federal savings bank on behalf of such savings bank. He/she is personally known to me or has produced [Blank] (type of identification) as identification and did (did not) take an oath.

Notary Public

Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires:

(NOTARY'S SEAL)

STATE OF [Blank] ) SS.
COUNTY OF [Blank] 

The foregoing instrument was acknowledged before me this _____ day of [Blank], 199[Blank], by [Blank] as [Blank] of SUN BANK, NATIONAL ASSOCIATION, AS TRUSTEE on behalf of such association. He/she is personally known to me or has produced (type of identification) as identification and did (did not) take an oath.

Notary Public

Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires:

(NOTARY'S SEAL)
CONSENT OF MORTGAGEE

THE ORANGE COUNTY HOUSING FINANCE AUTHORITY, (the "Authority")
FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Credit Bank")
and SUN BANK, NATIONAL ASSOCIATION, AS TRUSTEE (the "Trustee")
being all of the owners and holders of that certain mortgage dated
September 1, 1990 and recorded September 10, 1990 in Official Re-
cords Book 4217, Page 5 and Memorandum of Assumption and Modifi-
cation of Project Loan Documents and Consent filed in Official Re-
cords Book 4282, Page 60, all in the Public Records of Orange
County, Florida, hereby consent of record to the foregoing Modifi-
cation of Drainage Basement.

This Consent may be executed by the parties hereto in separate
identical counterparts, each of which when so executed and deli-
vered shall be an original, but all such counterparts shall toge-
ther constitute but one and the same instrument.

Dated this _______ day of ________, 1992.

ORANGE COUNTY HOUSING FINANCE
AUTHORITY
By: ____________________________
    Elden G. McDirmit
    As its: Chairman
    (CORPORATE SEAL)

FIRST NATIONWIDE BANK, A FEDERAL
SAVINGS BANK
By: ____________________________
    As its: ____________________________
    (CORPORATE SEAL)

SUN BANK, NATIONAL ASSOCIATION,
AS TRUSTEE
By: ____________________________
    As its: ____________________________
    (CORPORATE SEAL)
STATE OF FLORIDA) SS.
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 1st day of April, 1992, by ELDEN G. MCDIRMIT as Chairman of ORANGE COUNTY HOUSING FINANCE AUTHORITY on behalf of such authority. They are personally known to me or have produced ___(type of identification) as identification and did (did not) take an oath.

Notary Public
Carol F. Robinson
Name printed or typed
Title or Rank Assistant Executive Director
Serial Number, if any
My Commission Expires: October 19, 1992

STATE OF SS.
COUNTY OF )

The foregoing instrument was acknowledged before me this ___ day of ____________, 199__, by ___ as _______ of FIRST NATIONWIDE BANK, a federal savings bank on behalf of such savings bank. He/she is personally known to me or has produced _____(type of identification) as identification and did (did not) take an oath.

Notary Public
Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires:

STATE OF SS.
COUNTY OF )

The foregoing instrument was acknowledged before me this ___ day of ____________, 199__, by ___ as _______ of SUN BANK, NATIONAL ASSOCIATION, AS TRUSTEE on behalf of such association. He/she is personally known to me or has produced _____(type of identification) as identification and did (did not) take an oath.

Notary Public
Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires:

22976/92001/ease.lpr
03/12/92/1ba
HELPFUL NOTES

This exchange of property between Orange County and Heather Gen Apartments involved two documents:

a resolution, No. 92-M-62
and a modification of easement agreement.

The original resolution is filed with other resolutions, in the resolution files, that is. A photocopy of the modification agreement is attached to the original resolution.

The original modification agreement is filed among the agreements, or in the agreements' files. A photocopy of the resolution is attached to the original agreement.

In other words, if you want the original copy of both documents, you must go into both the resolution and agreement files.

An added note: Both documents were recorded.
MODIFICATION OF DRAINAGE EASEMENT

This MODIFICATION OF DRAINAGE EASEMENT (the "Modification") is made and entered into this 11th day of February, 1992, by and between Heather Partners, Ltd., a Florida limited partnership (the "Grantor") whose mailing address is c/o FRM Properties, Inc., 900 North Providence Road, Media PA 19063-2115 and Orange County whose mailing address is 201 S. Rosalind Avenue, Orlando, Florida 32802 (the "Grantee").

WHEREAS, Del Properties VIII, Ltd., a Florida limited partnership, entered into that certain Drainage Easement in favor of Orange County, Florida, dated January 10, 1989 and recorded in Official Records Book 4111, Page 2052, Public Records of Orange County, Florida (the "Prior Easement"); and

WHEREAS, Grantor is the fee title owner of that certain real property described in the Prior Easement as the easement property, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Prior Easement Property"); and

WHEREAS, Grantor is the fee title owner of certain real property adjacent and contiguous to the Prior Easement Property (the "Adjacent Property"); and

WHEREAS, the physical boundaries of the drainage facilities described and created pursuant to the Prior Easement (the "Drainage Facilities") do not coincide with the boundaries of the Prior Easement Property and portions of the retention ponds located on the Prior Easement Property meander outside of the boundaries of the Prior Easement Property; and

WHEREAS, portions of the buildings, parking lots and other structures located on the Adjacent Property encroach into the Prior Easement Property; and

WHEREAS, the Grantor and the Grantee desire to modify the Prior Easement in order to relocate the boundaries of the Prior Easement Property to coincide with the physical location of the Drainage Facilities and to eliminate encroachments into the easement area; and

WHEREAS, Florida Statutes §125.37 permits an exchange of County property in the event the Board of County Commissioners passes a resolution finding that such an exchange is in the best interests of the citizens of Orange County and such exchange has been published for two weeks in a newspaper of general circulation of Orange County; and

WHEREAS, the requirements of Florida Statutes §125.37 have been complied with.

NOW, THEREFORE, in consideration of the sum of ten dollars ($10.00), the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby agree to modify and amend the Prior Easement as follows:

1. The Prior Easement Property is hereby released in its entirety from the provisions of the Prior Easement.
2. In exchange thereof, the Grantor hereby conveys and grants to the Grantee and its assigns, an easement for drainage purposes with full authority to enter upon, construct and maintain, as the Grantee and its assigns may deem necessary, a drainage ditch, pipe or facility over, under, and upon that certain property described in Exhibit "B" attached hereto and incorporated hereto by reference (the "Relocation Easement Property").

3. Except as expressly modified herein, the terms, covenants and conditions of the Prior Easement Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict or inconsistency between the Prior Easement Agreement and this Modification, the terms of this Modification shall control.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Modification to be executed as of the day and year first above written.

"GRANTOR"

HEATHER PARTNERS, LTD., a Florida limited partnership

By: FRM Properties, Inc., a Delaware corporation

By: Frank Manno

As its: President

"GRANTEE"

ORANGE COUNTY, FLORIDA

By: Linda W. Chapin

County Chairman
201 S. Rosalind Avenue
Orlando, Florida 32802

FOR THE COUNTY CHAIRMAN

FOR THE USE AND RELIANCE OF ORANGE COUNTY ONLY.

APPROVED AS TO FORM Nov 16, 1992.

Assistant County Attorney

Printed Name: Rosilyn M. Stapleton
The foregoing instrument was acknowledged before me this 27 day of May, 1992, by Frank R. Manno, as President, of FRM PROPERTIES, INC., a Delaware corporation as the sole general partner of HEATHER PARTNERS, LTD., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced (type of identification) as identification and did not take an oath.

STATE OF __________) SS.

COUNTY OF __________)

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this day of November 19, 1992. He/she is personally known to me or has produced (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of November, 1992.
EXHIBIT "A"

DRAINAGE EASEMENT

LEGAL DESCRIPTION WRITTEN BY SURVEYOR:

Commence at the East 1/4 corner of Section 5, Township 22
South, Range 31 East, Orange County, Florida run
S 80'49'33" W 30.07 feet along the North line of the
Southeast 1/4 of said Section 5; thence run S 03'52'05" W
758.30 feet along a line 30 feet west and parallel with
the East line of Southeast 1/4 of said Section 5 to the
Point of Beginning; thence continue S 03'52'05" W 256.36
feet; thence run S 73'01'18" W 88.30 feet; thence run
S 02'40'53" W 365.48 feet; thence run S 57'21'41" E 85.51
feet; thence run S 03'52'05" W 88.96 feet; thence run
S 73'51'11" W 69.79 feet; thence run S 55'27'17" W 65.64
feet; thence run N 65'42'30" W 62.76 feet; thence run
S 35'12'28" W 73.77 feet; thence run N 76'20'02" W 180.04
feet; thence run N 87'49'04" W 52.24 feet; thence run
S 75'56'01" W 158.44 feet; thence run S 13'25'14" E 64.93
feet; thence run S 77'01'41" W 116.04 feet; thence run
N 00'35'57" W 62.72 feet to the P.C. of a curve; thence
run Northwesterly 93.47 feet along the arc of a curve
concave Westerly having a radius of 340.00 feet a central
angle of 15'45'07" and a chord that bears N 0'28'30" W;
thence run N 16'21'04" W 147.95 feet; thence run
N 78'09'21" E 116.90 feet; thence run S 10'54'48" W 74.91
feet; thence run N 39'08'23" E 15.21 feet; thence run
S 79'54'05" E 154.13 feet; thence run N 84'07'14" E 67.23
feet; thence run N 65'42'42" E 152.87 feet; thence run
N 27'42'13" E 83.23 feet; thence run S 89'54'28" E 170.31
feet; thence run N 02'40'53" E 290.72 feet; thence run
N 88'55'35" W 167.81 feet; thence run N 06'31'54" W 42.71
feet; thence run N 57'23'05" W 232.46 feet; thence run
N 75'17'21" W 35.09 feet; thence run N 41'17'04" W 114.59
feet; thence run N 78'26'39" W 21.66 feet; thence run
S 52'57'29" W 98.14 feet; thence run N 36'04'24" W 97.46
feet to a point on the arc of a curve; thence run
Easterly 223.07 feet along the arc of a curve concave
Southerly having a radius of 320 feet a central angle of
39'56'129" and a chord that bears N 73'53'150" E; thence
run S 86'07'55" E 338.64 feet; thence run N 03'52'05" E
80.00 feet; thence run S 86'07'55" E 20.00 feet; thence run
S 03'52'05" W 90.00 feet; thence run S 86'07'55" E
185.79 feet to the Point of Beginning containing 6.75
acres more or less.
EXHIBIT "B"

LEGAL DESCRIPTION:

COMMENCE at the East 1/4 corner of Section 5, Township 22 South, Range 31 East, Orange County, Florida, run S.89°49'23"W. 30.07 feet along the North line of the Southeast 1/4 of Section 5; thence run S.03°52'05"W. 758.30 feet along a line 30.00 feet West and parallel with the East line of the Southeast 1/4 of said Section 5 to the POINT OF BEGINNING; thence continue S.03°52'05"W. 256.30 feet; thence run S.86°07'55"W. a distance of 30.00 feet to a point on the East line of the Southeast 1/4 of said Section 5; thence run S.03°52'05"W. along the East line of the Southeast 1/4 of said Section 5 a distance of 40.00 feet; thence departing said Section line run N.86°07'55"W. a distance of 30.00 feet; thence run S.03°52'05"W. 200.00 feet; thence run S.71°40'26"W. 189.89 feet; thence run S.35°12'26"W. 32.50 feet to the point of curvature of a curve; thence run Northwesterly 93.47 feet along the arc of a curve concave Westerly having a radius of 340.00 feet a central angle of 15°45'07" and a chord that bears N.08°28'30"W.; thence run N.16°21'04"W. 147.95 feet; thence run N.78°09'21"E. 82.48 feet; thence run S.16°21'04"E. 69.29 feet; thence run S.39°08'23"E. 15.21 feet; thence run S.86°07'55"E. a distance of 30.00 feet to the Point of Beginning.

Containing 6.975 acres more or less.

NOTES

(1) This sketch and description is based on that certain "As Built" Survey of Heather Glen by Southeastern Surveying and Mapping Corporation, dated January 24, 1991, last revised March 18, 1991.

(2) The bearings are based on the East line of the Southeast 1/4 of Section 5, Township 22 South, Range 31 East, Orange County, Florida, being S.03°52'05"W.

(3) Subject to restrictions and easements, if any, of record.

Sheet 3 of 3
CONSENT OF MORTGAGEE

THE ORANGE COUNTY HOUSING FINANCE AUTHORITY, (the "Authority")
FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Credit Bank")
and SUN BANK, NATIONAL ASSOCIATION, AS TRUSTEE (the "Trustee")
being all of the owners and holders of that certain mortgage dated
September 1, 1990 and recorded September 10, 1990 in Official Rec-
cords Book 4217, Page 5 and Memorandum of Assumption and Modifi-
cation of Project Loan Documents and Consent filed in Official Re-
cords Book 4282, Page 60, all in the Public Records of Orange
County, Florida, hereby consent of record to the foregoing Modifi-
cation of Drainage Easement.

This Consent may be executed by the parties hereto in separate
identical counterparts, each of which when so executed and deli-
vered shall be an original, but all such counterparts shall toge-
ther constitute but one and the same instrument.

Dated this 10th day of November, 1992.

ORANGE COUNTY HOUSING FINANCE AUTHORITY

By:

As its: __________________________

(CORPORATE SEAL)

FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK

By: __________________________

As its: __________________________

(CORPORATE SEAL)

SUN BANK, NATIONAL ASSOCIATION,
not individually but solely as
Trustee under an Indenture of
Trust dated as of September 1,
1990 between Orange County
Housing Finance Authority and
Sun Bank, National Association,
as Trustee

By: __________________________

As its: Corporate Trust Officer

(CORPORATE SEAL)
The foregoing instrument was acknowledged before me this ______ day of ____________, 199__, by ____________________________ and ____________________________, respectively, of ORANGE COUNTY HOUSING FINANCE AUTHORITY on behalf of such authority. They are personally known to me or have produced ____________________________ as identification and did (did not) take an oath.

Notary Public

Name printed or typed ____________________________
Title or Rank ____________________________
Serial Number, if any ____________________________
My Commission Expires: ____________________________

(NOTARY'S SEAL)

The foregoing instrument was acknowledged before me this ______ day of ____________, 199__, by ____________________________ as ____________________________, of FIRST NATIONWIDE BANK, a federal savings bank on behalf of such savings bank. He/she is personally known to me or has produced ____________________________ as identification and did (did not) take an oath.

Notary Public

Name printed or typed ____________________________
Title or Rank ____________________________
Serial Number, if any ____________________________
My Commission Expires: ____________________________

(NOTARY'S SEAL)

The foregoing instrument was acknowledged before me this 8th day of ____________, 1992, by ____________________________ as ____________________________, of SUN BANK, NATIONAL ASSOCIATION, not individually but solely as Trustee under an Indenture of Trust dated as of September 1, 1990 between Orange County Housing Finance Authority and Sun Bank, National Association, as Trustee on behalf of such association. He/she is personally known to me or has produced ____________________________ as identification and did (did not) take an oath.

Notary Public

Name printed or typed ____________________________
Title or Rank ____________________________
Serial Number, if any ____________________________
My Commission Expires: ____________________________

(NOTARY'S SEAL)
CONSENT OF MORTGAGEE

THE ORANGE COUNTY HOUSING FINANCE AUTHORITY, (the "Authority")
FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Credit Bank")
and SUN BANK, NATIONAL ASSOCIATION, AS TRUSTEE (the "Trustee")
being all of the owners and holders of that certain mortgage dated
September 1, 1990 and recorded September 10, 1990 in Official Re-
cords Book 4217, Page 5 and Memorandum of Assumption and Modifica-
tion of Project Loan Documents and Consent filed in Official Re-
cords Book 4282, Page 60, all in the Public Records of Orange
County, Florida, hereby consent of record to the foregoing Modifi-
cation of Drainage Easement.

This Consent may be executed by the parties hereto in separate
identical counterparts, each of which when so executed and deli-
vered shall be an original, but all such counterparts shall toge-
ther constitute but one and the same instrument.

Dated this 10th day of November, 1992.

ORANGE COUNTY HOUSING FINANCE
AUTHORITY

By: __________________________

As its: __________________________

(CORPORATE SEAL)

FIRST NATIONWIDE BANK, A FEDERAL
SAVINGS BANK

By: __________________________

As its: __________________________

(CORPORATE SEAL)

SUN BANK, NATIONAL ASSOCIATION,
AS TRUSTEE

By: __________________________

As its: __________________________

(CORPORATE SEAL)
STATE OF ____________)  SS.
COUNTY OF ____________)  

The foregoing instrument was acknowledged before me this ___ day of ____________, 199__, by ____________________________ and ____________________________, respectively, of ORANGE COUNTY HOUSING FINANCE AUTHORITY on behalf of such authority. They are personally known to me or have produced ____________ (type of identification) as identification and did (did not) take an oath.

Notary Public

Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires:

(NOTARY'S SEAL)

STATE OF CALIFORNIA)  SS.
COUNTY OF SAN FRANCISCO)  

The foregoing instrument was acknowledged before me this 28TH day of MAY, 1992, by ____________________________, as VICE PRESIDENT of FIRST NATIONWIDE BANK, a federal savings bank on behalf of such savings bank. He/she is personally known to me or has produced ____________ (type of identification) as identification and did (did not) take an oath.

Notary Public

Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires: 06/16/95

(NOTARY'S SEAL)

STATE OF ____________)  SS.
COUNTY OF ____________)  

The foregoing instrument was acknowledged before me this ___ day of ____________, 199__, by ____________________________ as TRUSTEE on behalf of ____________, as TRUSTEE on behalf of such association. He/she is personally known to me or has produced ____________ (type of identification) as identification and did (did not) take an oath.

Notary Public

Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires:

(NOTARY'S SEAL)
CONSENT OF MORTGAGEE

THE ORANGE COUNTY HOUSING FINANCE AUTHORITY, (the "Authority")
FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK (the "Credit Bank")
and SUN BANK, NATIONAL ASSOCIATION, AS TRUSTEE (the "Trustee")
being all of the owners and holders of that certain mortgage dated
September 1, 1990 and recorded September 10, 1990 in Official Re-
cords Book 4217, Page 5 and Memorandum of Assumption and Modifica-
tion of Project Loan Documents and Consent filed in Official Re-
cords Book 4282, Page 60, all in the Public Records of Orange
County, Florida, hereby consent of record to the foregoing Modifi-
cation of Drainage Easement.

This Consent may be executed by the parties hereto in separate
identical counterparts, each of which when so executed and deli-
vered shall be an original, but all such counterparts shall toge-
ther constitute but one and the same instrument.

Dated this 10th day of APRIL, 1992.

Lisa Fisher
Print Name
Witness

Jill A. Alwine
Print Name
Witness

ORANGE COUNTY HOUSING FINANCE
AUTHORITY

By: _______________________
Elden G. McDermitt
As its: Chairman
(CORPORATE SEAL)

FIRST NATIONWIDE BANK, A FEDERAL
SAVINGS BANK

By: _______________________
As its: _______________________
(CORPORATE SEAL)

SUN BANK, NATIONAL ASSOCIATION,
AS TRUSTEE

By: _______________________
As its: _______________________
(CORPORATE SEAL)
The foregoing instrument was acknowledged before me this 1st
day of April, 1992, by ELDEN G. MCDIRMIT
and, respectively, of ORANGE COUNTY
HOUSING FINANCE AUTHORITY on behalf of such authority. They are
personally known to me or have produced (type of identification)
as identification and did (did not) take an oath.

Notary Public
Carol F. Robinson
Name printed or typed
Title or Rank Assistant Executive Director
Serial Number, if any
My Commission Expires:

STATE OF FLORIDA ) SS.
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this ________
day of ________, 199____, by ____________________________ , of FIRST NATIONWIDE BANK, a federal
savings bank on behalf of such savings bank. He/she is personally
known to me or has produced (type of identification) as identification and did (did not) take
an oath.

Notary Public
Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires:

NOTARY'S SEAL

STATE OF ___________ ) SS.
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this ________
day of ________, 199____, by ____________________________ , of SUN BANK, NATIONAL ASSOCIATION, AS
TRUSTEE on behalf of such association. He/she is personally known
to me or has produced (type of identification) as identification and did (did not) take
an oath.

Notary Public
Name printed or typed
Title or Rank
Serial Number, if any
My Commission Expires:

NOTARY'S SEAL

22976/92001/ease.lpr
03/12/92/1ba