

**BY-LAWS OF THE  
COMMUNITY REDEVELOPMENT AGENCY  
OF CITY OF OVIEDO, FLORIDA**

**ARTICLE I  
GENERAL**

**1.1 Establishment.**

Under Resolution #1836-08 of the City of City of Oviedo, and pursuant to Chapter 163, Part III, Florida Statutes, the City of City of Oviedo, Florida (the “City”) established a Community Redevelopment Agency known as the “Community Redevelopment Agency of City of Oviedo, Florida” (the “CRA” ) as a body corporate and politic.

**1.2 Purpose.**

The CRA is established to eliminate and/or prevent the development or spread of slums and blight which is defined in Chapter 163.340, *Florida Statutes*, and hereby attached, through the evaluation, preparation and implementation of redevelopment plans adopted from time to time by the City. The purpose of the CRA redevelopment plan is to identify policies, programs and projects to address and remedy the conditions of slum and blight that have been determined to exist within the Oviedo CRA boundaries.

**1.3 Powers.**

The CRA shall have all the powers and authority granted to community redevelopment agencies pursuant to Chapter 163, *Florida Statutes* Intergovernmental Programs, Part III, Community Redevelopment, Florida Statutes, subject to the limitations described in the following document: The Delegation of Authority Resolution between the City of Oviedo and the Seminole County Government (Delegation of Authority Resolution) dated 26 October, 2010.

**1.4 Staff.**

The City shall assign City staff or other persons designated by the City as the staff for the CRA.

**ARTICLE II  
THE CRA BOARD MEMBERS**

**2.1 Board Members.**

The Board of Commissioners (the “CRA Board”) shall consist of the members of Oviedo City Commission. As per Section (2),(e), of the Delegation of Authority Resolution, the CRA Board shall consist solely of the Oviedo City Council members until the first Tax Increment Fund payment is received from Seminole County government. At the CRA Board’s first subsequent meeting after receiving the initial Tax Increment Fund contribution from the Seminole County Government the membership of the CRA Board shall be formally expanded to include two (2) representatives of the Seminole County government. Said members of the CRA Board representing Seminole County

Government shall be approved by the Seminole County Board of County Commissioners. If Seminole County government does not select or provide representatives to participate on the CRA Board, the Oviedo City Council members shall continue to function as the CRA Board until Seminole County selects and provides representatives to participate on the CRA Board.

## **2.2 Terms.**

The terms of office of the CRA Board comprised of Oviedo City Council shall be concurrent with each City Council Members' terms of office.

The terms of office of the CRA Board representing Seminole County Government shall be limited to no more than two (2) years in duration.

## **2.3 Compensation.**

The CRA Board shall serve without compensation, but may be entitled to reimbursement for their actual and necessary expenses, including traveling expenses incurred in the discharge of their duties, in accordance with the City's reimbursement policies and based upon the approved CRA budget.

## **2.4 Vacancies.**

A vacancy occurring during a term shall be filled at the CRA Board's next regularly scheduled meeting.

## **2.5 Chairperson and Vice-Chairperson.**

The Chairperson and Vice-Chairperson shall be designated by majority vote of the Oviedo City Council.

# **ARTICLE III OFFICERS**

## **3.1 Regular Officers.**

Regular officers of the CRA shall be a Chairperson and a Vice-Chairperson. Appointments shall be for one calendar year. Appointments will usually be considered by City Council at the last meeting of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by the City Council. Any officer may be appointed for a consecutive term.

## **3.2 Chairman.**

The Chairperson shall preside at all meetings of the CRA Board and shall execute instruments in the name of the CRA Board as may be required.

## **3.3 Vice-Chairman.**

The Vice-Chairperson shall, in the absence, disqualification, disability or vacancy of the Chairperson, or at the Chairperson's direction, exercise all of the functions of the Chairperson.

**3.4 Clerk.**

The Clerk of the City of Oviedo shall serve as the Clerk of the CRA Board and, as such, shall be the custodian of all books and records of the CRA, shall keep the minutes of all CRA meetings, shall send out all notices of meetings, and shall perform such other duties as may be designated by the CRA. The Clerk shall have the power to attest to all contracts and instruments to be executed by the officers of the CRA. The Clerk may delegate such duties as may be appropriate.

**3.5 Administration.**

The City shall be responsible for the administration and management of the redevelopment program as outlined in the Redevelopment Plan. Compensation for administration costs shall be borne by the City unless other policies, processes and procedures have been established.

**3.6 General Counsel.**

The City Attorney shall be the General Counsel of the CRA. The General Counsel may delegate some or all of such duties to and consult with outside counsel as deemed necessary or desirable from time to time. The General Counsel may consult with CRA Board members, the Executive Director and CRA staff as may be necessary in attending to the legal affairs of the CRA.

**3.7 Advisory Boards, Committees, Task Forces and similar groups.**

The CRA, by resolution, may establish advisory boards, committees, task forces and similar groups to provide the CRA with input, advice and recommendations. The resolution establishing such group shall provide for the make up of the members of said group, how the members shall be appointed by the CRA, and the purpose of the group. These advisory boards, committees, task forces and similar groups shall only act in an advisory capacity to the CRA. The CRA may adopt, reject, or refine, as they deem appropriate, any advice, input or recommendation received from such group.

**ARTICLE IV  
MEETINGS**

The following shall be subject and supplemental to applicable Florida law.

**4.1 Regular Meetings.**

The CRA Board shall, at a minimum, hold meetings quarterly on either the first or third Monday, unless there is no business to be discussed by the board. Additional meetings may be held as determined necessary. The CRA Board may, on a majority vote of the members present at a regular meeting, cancel a regular meeting and reschedule the meeting at a time fixed by the majority. The CRA Board may, on a majority vote of the members present at a regular meeting, schedule additional regular meetings of the CRA Board when the business of the CRA Board so dictates. Such additional regular meetings shall be held on a day and time fixed.

#### **4.2 Special Meetings.**

The CRA Board may hold special meetings at any time pursuant to notice being given, in writing, by the CRA Chairperson or City Manager as directed by the CRA Board.

#### **4.3 Agenda.**

The following procedure is established for the preparation of the agenda for regular meetings of the CRA Board:

- (1) The Community Development Services Director, or such other person appointed by the City Manager, or designee, shall prepare an agenda for regular meetings of the CRA Board.
- (2) All requests for items to be placed on the agenda shall be submitted in writing to CRA Board staff no later than 12:00 noon twelve (12) working days preceding the CRA Board meeting at which the item is proposed to be considered.
- (3) CRA Board staff shall review requests for items to be placed on the CRA Board agenda and provide a determination to the applicant regarding their request no earlier than ten (10) working days preceding the CRA Board meeting at which the item is proposed to be considered.
- (4) Applicants whose request for items to be placed on the CRA Board agenda have been denied by the Community Development Services Director, or such other person designated by the City Manager, or designee may resubmit their request for an item to be placed on the CRA agenda to the City Manager for consideration no later than 12:00 noon twelve (12) working days preceding the next subsequent CRA Board meeting at which the item is proposed to be considered..
- (5) The City Manager shall review requests for items to be placed on the CRA Board agenda and provide a determination to the applicant regarding their request no earlier than ten (10) working days preceding the CRA Board meeting at which the item is proposed to be considered.
- (6) A copy of the agenda and any supporting data shall be provided to the General Counsel and Chairperson of the CRA Board for review prior to the CRA meeting.
- (7) An item not on the agenda may be considered for discussion with the approval of five (5) members of the CRA Board.
- (8) Site plan review items on the agenda shall be accompanied by supporting data, and copies of the agenda and supporting data shall be delivered to each member of the CRA Board for review five (5) days prior to the CRA Board meeting.

#### **4.4 Recess.**

The CRA Board may recess any regular or special meeting, provided such recessed meeting shall be to a future day and hour to be specifically provided for in the motion for such recess. The recessed meeting shall not be later than the next regular meeting, and any such recessed meeting shall not be held at any hour or time other than as specified in such resolution.

#### **4.5 Quorum.**

Four (4) CRA Board members present and eligible to vote shall constitute a quorum. The CRA Board may act by a vote of the majority of the quorum, except when an extraordinary vote may be required.

#### **4.6 Rules of Order.**

All meetings shall be conducted under the most recent edition of Robert's Rules of Order, Revised, unless otherwise provided by applicable law, these by-laws or by consensus of the CRA Board.

#### **4.7 Public Meetings.**

CRA Board meetings shall be held in accordance with the requirements of Section 286.011, *Florida Statutes*, as it may be amended from time-to-time, and other controlling law (Government in the Sunshine).

## **ARTICLE V BUDGET**

#### **5.1 Fiscal Year.**

The fiscal year of the CRA shall begin on October 1 and end on September 30 of the next year.

#### **5.2 Budget.**

An annual budget and work program shall be prepared for review by the CRA Board by June 1 of each fiscal year. The CRA Board shall review and approve the CRA budget on an annual basis. The CRA Board shall not expend any funds other than those authorized by the budget, provided that the CRA Board shall have the power to amend the CRA budget as may be necessary from time-to-time.

#### **5.3 Annual Report.**

The CRA Board shall prepare and file with the City of Oviedo and with the Auditor General of the State of Florida, and any and all other persons or entities as required by controlling law, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth the CRA's assets, liabilities, income and operating expenses as of the end of such fiscal year. At the time of filing this report, the CRA shall publish in a newspaper of general circulation in the City a notice to the effect that such report has been filed with

the City and that the report is available for inspection during business hours in the office of the Clerk of the City.

**5.4 Accounting Practices.**

The CRA shall comply with applicable Florida law and all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.

**5.5 Annual audit.**

The Community Development Services Director, or such other person designated by the City Manager, shall arrange for an independent financial audit of the Fiscal Year s budget including the Community Redevelopment Agency Trust Fund each fiscal year and a report of such audit by an independent certified public accountant. The CRA Board shall provide a copy of such report to each taxing authority contributing to the Community Redevelopment Agency Trust Fund. The CRA shall utilize the independent auditors retained by the City. The City shall charge and the CRA shall pay for the costs of said CRA audit.

**5.6 Purchasing Policy.**

With respect to purchasing goods and services, the CRA shall follow the purchasing policies of the City of Oviedo and controlling State law.

**5.7 Maintenance and Disbursement of Funds.**

All funds of the CRA Board shall be used only for purposes permitted by applicable law.

**5.8 Supervision of Accounts.**

The City Manager shall be responsible for the internal supervision and control of the accounts of the CRA Board.

**5.9 Other Annual Reporting Requirements.**

The CRA shall comply with the reporting requirements of Chapter 189, *Florida Statutes*, (Uniform Special District Accountability Act) as may be amended from time-to-time.

**ARTICLE VI  
AMENDMENTS**

The By-Laws of the CRA Board may be amended at any regular or special meeting by five (5) votes of the CRA Board. No such amendment shall be adopted by the CRA Board unless at least two (2) normal working days (excluding holidays and weekends) written notice has been previously given to all members of the CRA Board and posted for public review.

**ARTICLE VII  
INDEMNIFICATION**

Any of the CRA Board members and employees may, upon approval of the City Council, be indemnified or reimbursed by the CRA for reasonable expenses (including,

but not limited to, attorneys fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of such person being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with such person being or having been a Board member, officer or employee of the CRA. However, no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of such person s duties to the CRA. Further, no person shall be so indemnified or reimbursed in relation to any matters in such action, suit, or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the CRA Board acting by vote of the CRA Board members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the whole number of CRA Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors, or administrators, may be entitled as a matter of law.

**Adopted on 2/21/11**

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\_\_\_\_\_, **Chair**

**Attest:**

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# ATTACHMENTS

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## ATTACHMENT 1-APPLICABLE DEFINITIONS, FLORIDA STATUTES

### 2010 Florida Statutes

#### Chapter 163.340

**163.340 Definitions** — The following terms, wherever used or referred to in this part, have the following meanings:

(1)

“Agency” or “community redevelopment agency” means a public agency created by, or designated pursuant to, s. [163.356](#) or s. [163.357](#).

(2)

“Public body” means the state or any county, municipality, authority, special district as defined in s. [165.031](#)(5), or other public body of the state, except a school district.

(3)

“Governing body” means the council, commission, or other legislative body charged with governing the county or municipality.

(4)

“Mayor” means the mayor of a municipality or, for a county, the chair of the board of county commissioners or such other officer as may be constituted by law to act as the executive head of such municipality or county.

(5)

“Clerk” means the clerk or other official of the county or municipality who is the custodian of the official records of such county or municipality.

(6)

“Federal Government” includes the United States or any agency or instrumentality, corporate or otherwise, of the United States.

(7)

“Slum area” means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

(a)

Inadequate provision for ventilation, light, air, sanitation, or open spaces;

(b)

High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or

(c)

The existence of conditions that endanger life or property by fire or other causes.

(8)

“Blighted area” means an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained

statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

(a)

Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;

(b)

Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;

(c)

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(d)

Unsanitary or unsafe conditions;

(e)

Deterioration of site or other improvements;

(f)

Inadequate and outdated building density patterns;

(g)

Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;

(h)

Tax or special assessment delinquency exceeding the fair value of the land;

(i)

Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;

(j)

Incidence of crime in the area higher than in the remainder of the county or municipality;

(k)

Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;

(l)

A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;

(m)

Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or

(n)

Governmentally owned property with adverse environmental conditions caused by a public or private entity.

However, the term “blighted area” also means any area in which at least one of the factors identified in paragraphs (a) through (n) are present and all taxing authorities subject to s. [163.387\(2\)\(a\)](#) agree, either by interlocal agreement or agreements with the agency or by resolution, that the area is blighted. Such agreement or resolution shall only determine that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter 220, “blighted area” means an area as defined in this subsection.

(9)

“Community redevelopment” or “redevelopment” means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.

(10)

“Community redevelopment area” means a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment. For community redevelopment agencies created after July 1, 2006, a community redevelopment area may not consist of more than 80 percent of a municipality.

(11)

“Community redevelopment plan” means a plan, as it exists from time to time, for a community redevelopment area.

(12)

“Related activities” means:

(a)

Planning work for the preparation of a general neighborhood redevelopment plan or for the preparation or completion of a communitywide plan or program pursuant to s. [163.365](#).

(b)

The functions related to the acquisition and disposal of real property pursuant to s. [163.370](#)(4).

(c)

The development of affordable housing for residents of the area.

(d)

The development of community policing innovations.

(13)

“Real property” means all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto or used in connection therewith and every estate, interest, right, and use, legal or equitable, therein, including but not limited to terms for years and liens by way of judgment, mortgage, or otherwise.

(14)

“Bonds” means any bonds (including refunding bonds), notes, interim certificates, certificates of indebtedness, debentures, or other obligations.

(15)

“Obligee” means and includes any bondholder, agents or trustees for any bondholders, or lessor demising to the county or municipality property used in connection with community redevelopment, or any assignee or assignees of such lessor’s interest or any part thereof, and the Federal Government when it is a party to any contract with the county or municipality.

(16)

“Person” means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, assignee, or other person acting in a similar representative capacity.

(17)

“Area of operation” means, for a county, the area within the boundaries of the county, and for a municipality, the area within the corporate limits of the municipality.

(18)

“Housing authority” means a housing authority created by and established pursuant to chapter 421.

(19)

“Board” or “commission” means a board, commission, department, division, office, body or other unit of the county or municipality.

(20)

“Public officer” means any officer who is in charge of any department or branch of the government of the county or municipality relating to health, fire, building regulations, or other activities concerning dwellings in the county or municipality.

(21)

“Debt service millage” means any millage levied pursuant to s. 12, Art. VII of the State Constitution.

(22)

“Increment revenue” means the amount calculated pursuant to s. [163.387](#)(1).

(23)

“Community policing innovation” means a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(24)

“Taxing authority” means a public body that levies or is authorized to levy an ad valorem tax on real property located in a community redevelopment area.

History.

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s. 3, ch. 69-305; s. 1, ch. 77-391; s. 1, ch. 81-44; s. 3, ch. 83-231; ss. 2, 22, ch. 84-356; s. 83, ch. 85-180; s. 72, ch. 87-243; s. 33, ch. 91-45; s. 1, ch. 93-286; s. 1, ch. 94-236; s. 1447, ch. 95-147; s. 2, ch. 98-201; s. 1, ch. 98-314; s. 2, ch. 2002-294; s. 7, ch. 2006-11; s. 1, ch. 2006-307.

## ATTACHMENT 2-OVIEDO CRA ESTABLISHING RESOLUTION

### RESOLUTION NO. 1836-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVIEDO, FLORIDA, PROVIDING FOR FINDINGS OF NECESSITY RELATING TO THE EXISTENCE OF ONE (1) OR MORE CONDITIONS IN A CERTAIN AREA OF THE CITY OF OVIEDO THAT MEET THE CRITERIA DESCRIBED IN SECTION 163.340(7) OR (8), *FLORIDA STATUTES*; PROVIDING FOR OTHER FINDINGS; PROVIDING FOR THE ACCEPTANCE, APPROVAL AND ADOPTION OF THE OVIEDO COMMUNITY REDEVELOPMENT AREA FINDINGS OF NECESSITY AND REDEVELOPMENT STRATEGY; PROVIDING FOR THE CREATION OF A COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR THE CREATION OF A COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR IMPLEMENTATION; DECLARING THAT THE CITY OF OVIEDO CITY COUNCIL SHALL SERVE AS THE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR LIMITATION OF EFFECT; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.**

**WHEREAS**, on June 24, 2008, the Seminole County Board of County Commissioners adopted a Resolution delegating authority to the City of Oviedo to create a community redevelopment agency within the City of Oviedo in accordance with the provisions of Section 163.410, *Florida Statutes*, related to the exercise of community redevelopment powers in counties with home rule charters and provides, in pertinent part, that “[i]n any county which has adopted a home rule charter, the powers conferred by this part shall be exercised exclusively by the governing body of such county”, but that “. . . the governing body of any such county which has adopted a home rule charter may, in its discretion, by resolution delegate the exercise of the powers conferred upon the county by this part within the boundaries of a municipality to the governing body of such a municipality”; and

**WHEREAS**, the Seminole County Board of County Commissioners Resolution confers certain community redevelopment powers upon the City of Oviedo as specifically enumerated in the Resolution with the County reserving powers not specifically delegated in the Resolution; and

**WHEREAS**, the City of Oviedo City Council adopted Resolution No. 1261-06 on February 6, 2006 approving the selection of the firm Basil Baumann Prost & Associates for the preparation of a Findings of Necessity to determine whether or not (1) or more conditions that meet the criteria described in Section 163.340(7) or (8), *Florida Statutes*, exist within the City of Oviedo; and

**WHEREAS**, Basil Baumann Prost & Associates prepared the *Oviedo Community Redevelopment Area Findings of Necessity and Redevelopment Strategy*, dated May 5, 2008, (the “Study”), that provides supporting data and analysis for resultant findings that (1) or more conditions that meet the criteria described in Section 163.340(7) or (8), *Florida Statutes*, exist within a Community Redevelopment Area (the “Redevelopment Area”) defined in the Study; and

**WHEREAS**, the City of Oviedo City Council, based on the supporting data and analysis and resultant findings in the Study, finds the existence of one (1) or more conditions that meet the criteria described in Section 163.340(7) or (8), *Florida Statutes*, within the boundary of a the Redevelopment Area, and determines that the rehabilitation, conservation or redevelopment, or a combination thereof, of the Redevelopment Area by a community redevelopment agency is necessary and in the best interests of the public health, safety, morals, or welfare of the residents and citizens of the City of Oviedo; and

**WHEREAS**, conditions are present that are detrimental to the sound economic growth of the Redevelopment Area and that substantially distress, impair or arrest the economic growth within the Redevelopment Area and adjacent territory, and present conditions and uses are detrimental to the public health, safety, morals and welfare; and

**WHEREAS**, unsafe and unsanitary conditions exist within the Redevelopment Area; and

**WHEREAS**, the Study provides substantial evidence of the presence of one (1) or more conditions that meet the criteria described in Section 163.340(7) or (8), *Florida Statutes*, in the Redevelopment Area as evidenced by the following:

- (1) The existence of conditions that endanger life or property by fire or other causes;
  - (2) Predominance of defective street layout, parking facilities, roadways, bridges, or public transportation facilities;
  - (3) Faulty lot layout in relations to size, adequacy, accessibility or usefulness;
  - (4) Unsanitary and unsafe conditions;
  - (5) Deterioration of site or other improvements;
  - (6) Inadequate and outdated building density patterns;
  - (7) Residential and commercial vacancy rates higher in the area than in the remainder of the County or the City; and
  - (8) A greater number of violations of the *Florida Building Code* in the area than the number of violations recorded in the remainder of the County or the City;
- and

**WHEREAS**, the following additional condition exists within the Redevelopment Area that pertains to open land which may be acquired with regard to residential purposes: The acquisition of the area for residential uses in an integral part of and is essential to the program of the County or the City; and

**WHEREAS**, the following additional conditions exist within the Redevelopment Area that pertain to open land which may be acquired with regard to non-residential purposes:

- (1) Such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives;
- (2) Deterioration of site; and
- (3) Economic disuse; and

**WHEREAS**, deterrents to sound future growth and development exist in the Redevelopment Area; and

**WHEREAS**, these above stated conditions endanger life and property and substantially impair or arrest the sound economic growth of the Redevelopment Area and are a menace to the public health, safety, or welfare in its present condition and use; and

**WHEREAS**, action must be taken to prevent further blight and deterioration and to protect and enhance public expenditures in the Redevelopment Area; and

**WHEREAS**, the City of Oviedo City Council desires to proceed under Part III, Chapter 163, *Florida Statutes*, to establish the necessary means by which sound and positive redevelopment can be accomplished within the Redevelopment Area; and

**WHEREAS**, the City of Oviedo City Council finds that there is a need for a the creation of a Community Redevelopment Agency to carry out the community redevelopment purposes of the provisions of Part III, Chapter 163, *Florida Statutes*, and such other resolutions, ordinances and laws that may be utilized to further redevelopment within the Community Redevelopment Area; and

**WHEREAS**, the City of Oviedo City Council, pursuant to Section 163.357, *Florida Statutes*, finds that it may by Resolution declare itself to be the Community Redevelopment Agency, in which case all the rights, powers, duties, privileges, and immunities vested by Part III, Chapter 163, *Florida Statutes*, will be vested in the City Council, subject to all responsibilities and liabilities imposed or incurred; and

**WHEREAS**, the provisions of this Resolution are consistent with the goals, policies, and objectives of the *City of Oviedo Comprehensive Plan*; and

**WHEREAS**, all prerequisites having been accomplished and, it is now appropriate and necessary in order to proceed further to provide for sound economic growth in the Redevelopment Area that a community redevelopment plan be prepared.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVIEDO, FLORIDA AS FOLLOWS:**

**SECTION 1. FINDINGS OF NECESSITY.**

- (a) The City of Oviedo City Council, based upon evidence presented to it and submitted in the public record, hereby expressly finds that (1) or more conditions that meet the criteria described in Section 163.340(7) or (8), *Florida Statutes*, exist within the Redevelopment Area as defined in the Study.
- (b) The recitals set forth in this Resolution are hereby adopted as legislative findings.

- (c) The Study is hereby accepted, approved and adopted as if set forth herein verbatim.
- (d) The City of Oviedo City Council does hereby expressly find that the rehabilitation, conservation or redevelopment, or a combination thereof, of the Redevelopment Area more particularly described in Exhibit 1 and depicted in Exhibit 2, attached hereto and adopted herein by this reference, is necessary and in the interest of the public health, safety, morals or welfare of the residents and citizens of the City of Oviedo.
- (e) The City Manager is hereby delegated full authority to take all actions necessary to implement the provisions of this Resolution.
- (f) The City of Oviedo City Council desires to encourage and give opportunity to private enterprise in its community redevelopment activities.

**SECTION 2. Creation of Community Redevelopment Area.** For the purpose of this Resolution, the Community Redevelopment Area shall be that Area more particularly described in Exhibit 1 and depicted in Exhibit 2, attached hereto and adopted herein by this reference.

**SECTION 3. Creation of Community Redevelopment Agency.**

- (a) The City of Oviedo City Council does hereby expressly find that it is necessary, appropriate, proper and timely that a Community Redevelopment Agency be created to carry out the community redevelopment purposes of the provisions of Part III, Chapter 163, *Florida Statutes*, and such other resolutions, ordinances and laws that may be utilized to further redevelopment within the Community Redevelopment Area.
- (b) The City of Oviedo City Council hereby creates a Community Redevelopment Agency, pursuant to Section 163.357, *Florida Statutes*, to be named the “Oviedo

Community Redevelopment Agency”, which Agency shall be a public body, corporate and politic, and constitute a public instrumentality.

**SECTION 4. Powers and Implementation.**

- (a) The City of Oviedo City Council does hereby expressly authorize the Oviedo Community Redevelopment Agency created in Section 3 to exercise all powers conferred by Part III, Chapter 163, *Florida Statutes*, necessary or convenient to carry out and effectuate the purposes of community redevelopment within the boundaries of the Community Redevelopment Area created in Section 2.
- (b) The City Manager is hereby delegated all authority necessary to implement the provisions of this Resolution.

**SECTION 5. City Council to Serve as Community Redevelopment Agency.** The

City of Oviedo City Council shall serve as the governing body of the Oviedo Community Redevelopment Agency in accordance with Section 163.357(1)(a), *Florida Statutes*, with all rights, powers, duties, privileges, and immunities vested in an agency subject to all responsibilities and liabilities imposed or incurred.

**SECTION 6. Limitation of Effects of Resolution.**

- (a) Notwithstanding anything set forth in this Resolution, the City of Oviedo shall not exceed the delegation of powers made by the Seminole County Board of County Commissioners Resolution adopted on June 24, 2008, in accordance with the provisions of Section 163.410, *Florida Statutes*.
- (b) The City of Oviedo shall comply with all conditions and requirements imposed by the Seminole County Board of County Commissioners Resolution.

**SECTION 7. Severability.** If any provisions of this Resolution or the application thereof to any person or circumstance are held invalid, the remainder shall nevertheless be given full force and effect, and to this end the provisions of this Resolution are declared severable.

**SECTION 8. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 9. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED this 30<sup>th</sup> day of June, A.D., 2008.**

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**MARY LOU ANDREWS**  
**MAYOR of the City of Oviedo, Florida**

**ATTEST:**

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**BARBARA J. BARBOUR, CITY CLERK**

## **EXHIBIT 1**

### **Legal Description**

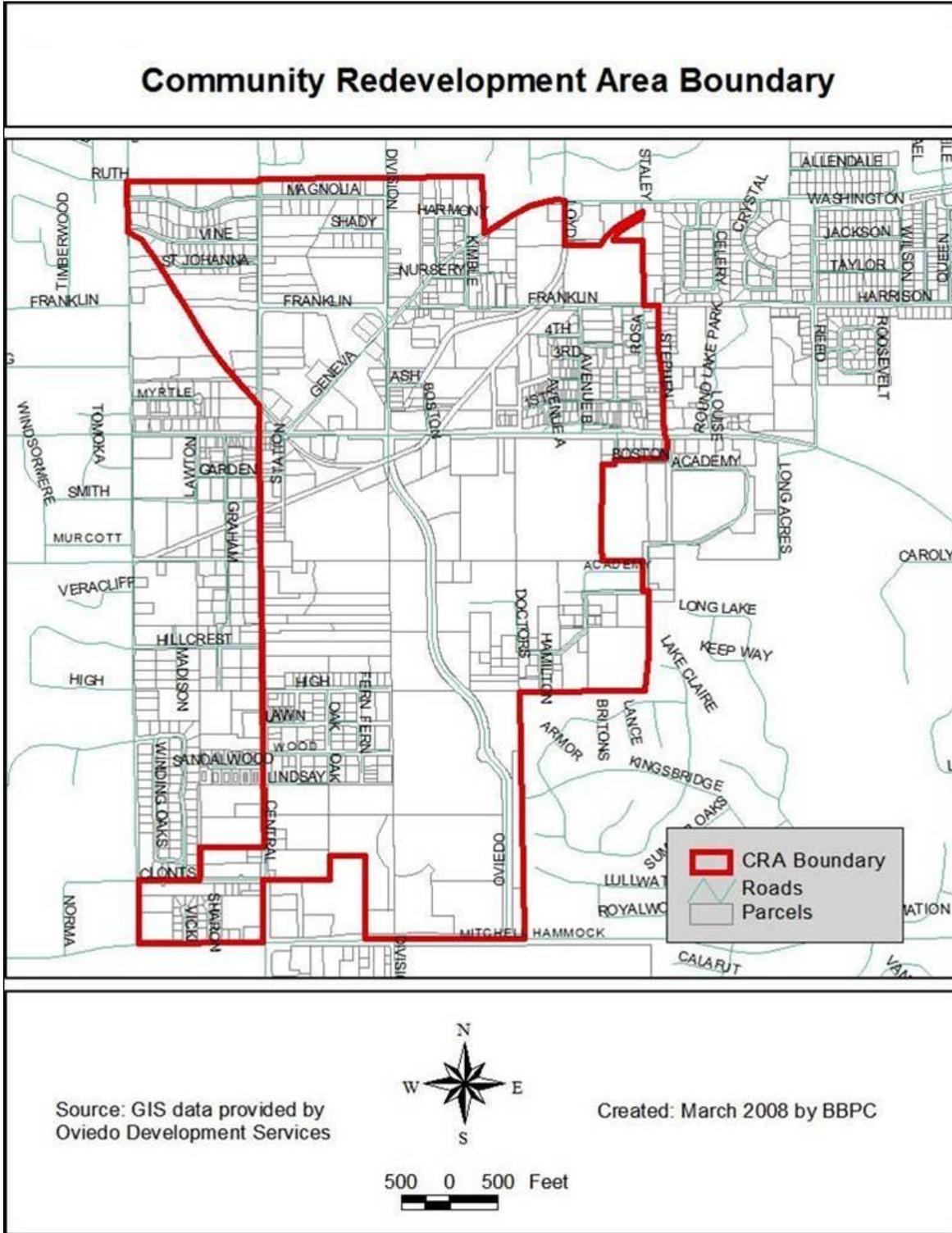
The boundary of the Oviedo Community Redevelopment Area is described as follows:

- Beginning at the intersection of the centerline of West Mitchell Hammock Road and the centerline of Lake Jessup Avenue; hereafter to be known as the Point of Beginning
- Continuing approximately 217 yards north along the centerline of Lake Jessup Avenue
- Continuing approximately 163 yards east along Clonts Street.
- Continuing approximately 128 yards north along the western portion of parcels Section 15 Township 21 Range 31 Subdivision 300 Blocks: 520 & 530
- Continuing approximately 275 yards east along the northern portion of Section 15 Township 21 Range 31 Subdivision 300 Block 520
- Continuing approximately 1,520 yards north along the centerline of Central Avenue (SR 434)
- At the intersection of Central Avenue (SR 434) & Railroad Street, continuing approximately 761 yards northwest along the center of a right of way boarding the western portion of Section 10 Township 21 Range 31 Subdivision 300 Blocks: 030A, 0320, 0310 and the eastern portion of Section 10 Township 21 Range 31 Subdivision 300 Blocks: 0260, 026A, 0270, 0280, 029E, 029A.
- Continuing approximately 115 yards north along the center line of Lake Jessup Avenue
- Continuing approximately 451 yards east along the northern portions of the following lots in Section 10 Township 21 Range 31 Subdivision 503 Block 0000: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15
- Continuing east approximately 445 yards along the northern portions of the following lots in Section 10 Township 21 Range 31 Subdivision 507 Block 0000 Lots: 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33
- Continuing approximately 311 yards east along the northern portions of the following Blocks in Section 10 Township 21 Range 31 Subdivision 300 Blocks: 0400, 0410, 0420 & the following lots of Section 10 Township 21 Range 31 Subdivision 510: 48, 17, 16

- Continuing approximately 135 yards south along the eastern portion of Section 10 Township 21 Range 31 Subdivision 300 Block 0420
- Continuing approximately 330 yards northeast along the centerline of Geneva Drive (CR 426)
- Continuing approximately 137 yards south on the centerline of Lloyd Drive
- Continuing approximately 308 yards north along the northern portion of Section 10 Township 21 Range 31 Subdivision 300 Block 0930
- Continuing approximately 222 yards south along the eastern portion of Section 10 Township 21 Range 31 Subdivision 300 Block 0930
- Continuing approximately 70 yards east along the centerline of East Franklin Street
- Continuing approximately 453 yards south along the centerline of Stephen Avenue
- Continuing approximately 100 yards south along the centerline of Academy Avenue
- Continuing approximately 186 yards west along the centerline of Boston Avenue
- Continuing approximately 376 yards south through Section 15 Township 21 Range 31 Subdivision 300 Block 0010
- Continuing approximately 202 yards east along the northern portion of Section 15 Township 21 Range 31 Subdivision 501 Block 00A0.
- Continuing approximately 65 yards south along the centerline of Doctors Drive
- Continuing approximately 331 yards south along the western portion of the following Blocks in Section 15 Township 21 Range 31 Subdivision 300: 0020, 0040
- Continuing approximately 430 yards west along the southern portion of Section 15 Township 21 Range 31 Subdivision 300 Block 0040 & Section 15 Township 21 Range 31 Subdivision 501 Block 0000 Lots 0120, 0110, 0080
- Continuing approximately 890 yards south along the eastern portion of Section 15 Township 21 Range 31 Subdivision 300 Blocks: 077A, 074B, 082A, 074A

- Continuing approximately 502 yards west along the centerline of Mitchell Hammock Road
- Continuing approximately 278 yards north along the eastern portion of the following Lots in Section 15 Township 21 Range 31 Subdivision 524 Block 0000: 0030, 0040
- Continuing approximately 117 yards west along the northern portion of Section 15 Township 21 Range 31 Subdivision 524 Block 0000 Lot 0040, then continuing south along the western portion of aforementioned parcel
- Continuing approximately 215 yards west along the northern portion of the following Lots in Section 15 Township 21 Range 31 Subdivision 524 Block 0000: 0020, 001B
- Continuing approximately 210 yards south along the centerline of S Central Avenue (SR 434)
- Continuing approximately 437 yards west along the center line of Mitchell Hammock Road
- Ending at the Point of Beginning.

**EXHIBIT 2**





**ATTACHMENT 3-SEMINOLE COUNTY DELEGATION OF AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_**

**SEMINOLE COUNTY, FLORIDA THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 26<sup>TH</sup> DAY OF OCTOBER, 2010, A.D.**

WHEREAS, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

WHEREAS, the City of which Oviedo is wholly located within the jurisdictional boundaries of Seminole County; and Oviedo within is a Florida municipal corporation the jurisdictional boundaries of; and

WHEREAS, pursuant to Section 163.410, Florida Statutes, Seminole County may delegate to the governing bodies of municipalities within Seminole County, the exercise of such powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes, as amended, as Seminole County may deem appropriate; and

WHEREAS, the Board of Seminole County Commissioners has authorized, and delegated the County's authority and duly supported the redevelopment efforts of the Cities located within its borders including Altamonte Springs, Casselberry, Lake Mary, Sanford, and Winter Springs and seeks to continue the ongoing redevelopment efforts and equitable support of redevelopment activities throughout Seminole County in order to create job opportunities for Seminole County residents, as outlined within the Seminole County Comprehensive Plan; and

WHEREAS, the Board of Seminole County Commissioners has found that the Community Redevelopment Plan for the Oviedo Community Redevelopment Area is in accordance with, and supports, the long-term redevelopment objectives of the adopted Seminole County Comprehensive Plan; and

WHEREAS, the Board of Seminole County Commissioners fully supports the ongoing redevelopment activities within the downtown Oviedo area in accordance with the implementation of the Seminole County Goals, Objectives and Policies; and

WHEREAS, Section 163.410, specifies that delegation of authority to a municipality is to be made subject

to such limitations as Seminole County may impose; and Florida Statutes, permits such conditions and limitations; and

WHEREAS, the City of Oviedo has adopted Ordinance No. Resolution **Number 1818-08 on May 5, 2008** requesting that Seminole County delegate to the City of Oviedo, pursuant to Section 163; Florida Statutes, the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes, as amended, such powers to specifically include the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with necessary appurtenant responsibilities, rights, and authority as a governing body serving as a Community Redevelopment Agency pursuant to Part III, Chapter 163, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Seminole County have found and determined that the establishment of a Community Redevelopment Agency within the City of Oviedo would serve a public purpose, support the County's ongoing commitment to community redevelopment and the County's continuing commitment to creating job opportunities for Seminole County residents and is consistent with the goals, policies, and objectives of the Seminole County Comprehensive Plan, and will otherwise be consistent with the controlling provisions of State law.

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

(1) Pursuant to Section 163.410, Florida Statutes (2007), the Board of County Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole County, Florida, as limited by the provisions hereof and as conditioned upon the performance of the City of Oviedo relative to certain performance criteria set forth herein, hereby delegates to the City of Oviedo such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida Statutes (2007), as amended, in order that the City of Oviedo may create and establish a Community Redevelopment Agency within its municipal boundaries subject to the conditions and limitations set forth herein and fund the Community Redevelopment Agency at a minimum fifty percent (50%) of the increment revenues.

(2) The above delegation is subject to the following conditions which, by accepting the delegation made herein, the City of Oviedo fully and completely agrees to perform, implement, abide by, act consistent with and adhere to:

(a) In accordance with Section 163.410, Florida Statutes (2007), this delegation shall confer only such powers as shall be specifically enumerated in [this] ...delegating resolution and the City of Oviedo shall be charged with and solely responsible for making any and all necessary findings relative to the actions taken with regard to the creation of a Community Redevelopment Agency and any and all actions taken subsequent to the creation of said Community Redevelopment Agency.

(b) Seminole County is committed to the redevelopment of the Oviedo CRA area; however, current economic conditions and funding constraints limit the County's immediate and full participation. The following conditions constitute the criteria for Seminole County's participation in the Tax Increment Funding (TIF) mechanism for the City's Community Redevelopment Agency. When the criteria for participation are met, Seminole County shall contribute 50% of the County's increment amount at that time. Either of the conditions below shall supersede the other upon satisfaction. The below conditions are not cumulative, but are intended to be EITHER/OR conditions designed to accommodate the achievement of specific performance requirements or passage of specific time relevant deadlines.

1. Condition 1 (Valuation)

Seminole County will initiate participation and contribution to the Oviedo Tax Increment

Trust Fund (TIF) at the time that the certification of the current year's taxable values for all properties within the Oviedo CRA exceed 115% of the Base Year taxable value of the CRA. County participation in the City of Oviedo's Community Redevelopment Trust Fund shall be limited to twenty (20) years in duration.

2. Condition 2 (Time)

Seminole County will initiate participation and contribution to the Oviedo Tax Increment Trust Fund (TIF), not later than the beginning of Seminole County's Fiscal Year 2017. County participation in the City of Oviedo's Community Redevelopment Trust Fund shall be limited to twenty (20) years in duration. This paragraph will not apply should Seminole County already be participating in the City of Oviedo's CRA TIF program as per Paragraph (2) (b) 1. of this section.

(c) The power delegated herein is the authority to create a City of Oviedo Community Redevelopment Agency for a period of thirty (30) years relating only to the property (the "Community Redevelopment Area") described in the Exhibit A attached hereto, within the City Limits of the City of Oviedo, containing numerous parcels of property. The delegation set forth herein shall relate solely and exclusively to that certain real property described in the Exhibit A attached hereto and made a part hereof.

(d) Any proposed additional Community Redevelopment Areas or any proposed expansion of the Community Redevelopment Area contemplated by this Resolution shall require that the City of Oviedo seek and request an additional delegating resolution which action, as well as the actions set forth herein, shall not be deemed or construed, in any way, as a general delegation by Seminole County of any powers nor a pledge of any Seminole County funds or revenues to be used by the City of Oviedo, the City's Community Redevelopment Agency or within the Community Redevelopment Area.

(e) IF Seminole County is participating in the City of Oviedo's Community Redevelopment Area Tax Increment Fund (TIF) as per Paragraphs (2) (b) 1 or 2 of this Section, THEN, the members of the City's CRA governing board shall be the City of Oviedo City Council PLUS two (2) members appointed by the Seminole County Board of County Commissioners in accordance with Chapter 163, Part III, FS, unless specifically authorized by the terms and conditions of this Agreement. If Seminole County is NOT participating in the City of Oviedo's Community Redevelopment Area Tax Increment Fund (TIF) as per Paragraphs (2) (b) 1 or 2 of this Section, then the Oviedo City Council shall be the Oviedo Community Redevelopment Agency's Governing Board.

(f) The City of Oviedo shall and hereby does hold harmless and indemnify Seminole County from and against any losses or claims of any type or nature whatsoever resulting in any way from the creation of the City's Community Redevelopment Agency and all activities of any type or nature of or by the Community Redevelopment Agency. This condition shall not preclude the City of Oviedo from obtaining indemnification from the City's Community Redevelopment Agency.

(g) Should Seminole County in the future create a Community Redevelopment Agency with jurisdiction over the City of Oviedo's Community Redevelopment Area as set forth herein, the delegation set forth herein shall automatically terminate and expire and the Community Redevelopment Agency created hereunder shall terminate and cease to exist in accordance with whatever schedule Seminole County may establish when creating the new Community Redevelopment Agency. The City of Oviedo shall structure and implement all actions relative to the creation and implementation of the Community Redevelopment Agency in order to facilitate and contemplate such contingent termination, expiration and dissolution.

(h) Any and all actions relative to the creation and implementation of the Community Redevelopment Agency shall be structured and configured in such a way as to facilitate the consolidation of the Community Redevelopment Agency and all of its projects and programs into any multijurisdictional or countywide Community Redevelopment Agency that may be established in the future by Seminole County. To that end, all documents of creation and implementation of the Community Redevelopment Agency shall provide for the contingent future transfer of any and all projects, programs, assets, property, funds, obligations, and liabilities to Seminole County and/or a multi-jurisdictional or countywide Community Redevelopment Agency established by Seminole County; provided, however, that any funds on account at the time of termination, expiration, or dissolution of the City of Oviedo Community Redevelopment Agency that are not encumbered or pledged as security for any indebtedness shall be transferred to the City of Oviedo for use, as the City of Oviedo deems fit, within the proposed City of Oviedo CRA; provided, further, however, that any real or personal property

that has been purchased with Community Redevelopment Agency funds shall become the property of the City of Oviedo unless pledged or encumbered.

(3) This delegation is in response to a request of the City of Oviedo and shall acknowledge the sufficiency and completeness of the City's previously furnished Finding Of Necessity as an indicator of the overall condition of the Study Area as per the criteria outlined under Chapter 163, Florida Statutes, as amended, or any other law, rule or regulation, regarding the necessity for redevelopment activities within the subject area, except only as to Seminole County's consent that the City of Oviedo may create a Community Redevelopment Agency pursuant to the terms and conditions hereof, and consistency with the provisions of the Seminole County Comprehensive Plan relative to the creation of Community Redevelopment Agencies or areas of any actions relating thereto.

(4) If any clause, paragraph, provisions, sentence, term, condition, or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable, or otherwise contrary to law, then this entire Resolution shall be of no force, effect, or meaning and, to that end, this Resolution is non-severable.

(5) The delegation of authority and the powers conferred therein shall become effective upon adoption of a resolution by the City of Oviedo on or before \_\_\_\_\_ accepting the delegation and conditions as set forth in this Resolution. If no such resolution is adopted in a timely manner, then the delegation Resolution shall be deemed terminated.

ADOPTED this day of , 2010, A.D.

ATTEST:

MARYANNE

Clerk to the Board

County Commissioners of

Seminole County, Florida. Date: \_\_\_\_\_

## EXHIBIT A

The boundary of the CRA is as follows:

- Starting at the intersection of the centerline of West Mitchell Hammock Road and the centerline of Lake Jessup Avenue; hereafter to be known as the starting point
- Continuing approximately 217 yards north along the centerline of Lake Jessup Avenue
- Continuing approximately 163 yards east along Clonts Street.
- Continuing approximately 128 yards north along the western portion of parcels Section 15 Township 21 Range 31 Subdivision 300 Blocks: 520 & 530
- Continuing approximately 275 yards east along the northern portion of Section 15 Township 21 Range 31 Subdivision 300 Block 520
- Continuing approximately 1,520 yards north along the centerline of Central Avenue (SR 434)
- At the intersection of Central Avenue (SR 434) & Railroad Street, continuing approximately 761 yards northwest along the center of a ROW boarding the western portion of Section 10 Township 21 Range 31 Subdivision 300 Blocks: 030A, 0320, 0310 and the eastern portion of Section 10 Township 21 Range 31 Subdivision 300 Blocks: 0260, 026A, 0270, 0280, 029E, 029A.
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- Continuing east approximately 445 yards along the northern portions of the following lots in Section 10 Township 21 Range 31 Subdivision 507 Block 0000 Lots: 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33
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- Continuing approximately 202 yards east along the northern portion of Section 15 Township 21 Range 31 Subdivision 501 Block 00A0.

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- Continuing approximately 215 yards west along the northern portion of the following Lots in Section 15 Township 21 Range 31 Subdivision 524 Block 0000: 0020, 001B
- Continuing approximately 210 yards south along the centerline of S Central Avenue (SR 434)
- 437 yards west along the center line of Mitchell Hammock Road
- Ending at the starting point

The following is a general legal description of the properties located within the CRA for Oviedo, FL.

**Note that all land within the boundary described above is included in the CRA;** including, but not limited to, roadways, ROWs, public and private lands.

Section 10, Township 21, Range 31

Subdivision 300 Blocks 6, 8, 10, 25C, 30, 30A, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 41A, 42A, 43, 43A, 44,

45, 45A, 46, 46A, 46B, 47, 48, 49, 50, 51, 52, 53, 53A, 54, 54A, 55, 56, 57, 58, 59, 60, 61,

62, 63, 64, 65, 65A, 65B, 65C, 65D, 66, 68, 69, 70, 73B, 75, 75A, 75B, 75C, 77, 77A, 79, 80,

81, 81A, 83, 83A, 83B, 83C, 84, 85, 85A, 86, 86A, 86B, 87, 88, 89, 90, 91, 91A, 91B, 92,

92A, 93, 93B, 94, 94C, 95, 95A

Subdivision 503 Block 0000

o Lots 1, 4, 6, 11, 13, 16, 19, 21, 22, 26, 27, 28, 29, 30, 33, 35, 36, 38, 38A, 40, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 57, 59, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73

Subdivision 505 Block 0A00 Lots 1, 2

Block 0B00 Lots 1, 2, 2A, 3, 6, 7, 10, 10A, 12, 15, 18, 19, 20, 21

Subdivision 505 Block 0C00 Lots 1, 7, 8, 10, 11, 11A, 13, 14, 15, 15A, 16

Subdivision 506 Block 0000 Lots 1, 6, 7, 8, 9, 10, 11, 12, 13

Subdivision 507 Block 0000 Lots 15, 16, 17, 19, 19A, 20, 23, 25, 26, 27, 28, 29, 30, 32, 34, 35, 38, 39

Subdivision 508 Block 0000 Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12

Subdivision 509 Block 0000 Lots A, B, D, E, F, F1, G

Subdivision 510 Block 0000 Lots 1, 3, 5, 6, 7, 8, 8A, 9, 11, 12, 12A, 13, 17, 19, 21, 23, 25, 26, 26A, 27, 27A, 29, 29A, 33, 33A, 34, 34A, 35, 36, 36A, 37, 41, 42, 43, 45, 47

Subdivision 511 Block 0000 Lots 1, 2, 4, 6, 8, 9, A, B, C, D, E, 11, 13, 15, 17, 20, 22, 25, 27, 28, 29, 31, 32, 35, 35, 39

Subdivision 512 Block 0000 Lots 1, 2, 2A, 3, 3A, 3B, 4, 4A, 4B, 4C, 5, 12, 12A, 13, 13A, 13B, 13D, 13E, 13F, 14

Subdivision 513 Block 0000 Lots 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 21, 23, 27, 28, 29, 31, 33, 35, 37

Subdivision 514 Block 0000

o Lots 1, 2, 3, 7, 8, 11, 13, 19, 21, 24, 25, 27, 29, 31, 32, 33, 34, 36, 38, 41, 43, 45, 47, 51, 53, 54, 56, 57, 58, 89, 60, 61, 65, 66, 68, 70, 71, 75, 77, 79

Subdivision 515 Block 0000 Lots 1, 4, 6, 7, 8, 11, 14, 15, 18, 19, 21, 23, 25, 27, 30, 33, 34, 35, 36, 38, 40, 41, 42, 44, 47

Subdivision 516 Block 0000 Lots 8B, 9

Subdivision 519 Block 0000 Lots 20, 21

Subdivision 523 Block 0000 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Block 0100, 0200, 0300, 0400

Subdivision 525 Block 0000 Lots 1, 2, 3, 4, 5, 6, 7, 8

Subdivision 528 Block 0000 Lots 1, 3 Block 0A00 Section 11, Township 21, Range 31

Subdivision 300 Blocks 1, 1A, 6, 7, 8, 9, 12B, 14, 15, 16, 16A, 17, 18, 19, 19A, 19B, 19C, 20, 21, 22, 23, 24, 24A, 24B, 24C, 25, 26, 27, 28, 29, 29A, 29B, 29C, 30, 31, 32, 33, 34, 35, 36, 37, 38, 41, 45A

Subdivision 510 Block 0B00 Lots 13, 14

Block 0B0A

Subdivision 511 Block 0000 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 Section 14, Township 21, Range 31

Subdivision 300 Blocks 1B

Subdivision 501 Block 0000 Lots 1, 2, 4, 6, 8, 10, 12, 16, 18, 20, 21, 23, 24, 25, 26, 28

Subdivision 504 Block 0C00

Subdivision 5MC Block 0000 Lots 337, 338, 339 Section 15, Township 21, Range 31

Subdivision 300 Blocks 1, 2, 3, 4, 5, 6, 7, 8, 8A, 9, 10, 10A, 11, 11A, 11B, 11C, 11E, 12, 12B, 13, 13A, 14, 15, 15A, 16, 17, 17A, 17B, 17C, 18, 19, 20, 21, 22, 23, 23A, 24, 25, 26, 26A, 26B, 26D, 27, 27A, 28, 28A, 29, 29A, 30, 30A, 31, 32, 33, 33A, 33B, 35, 52, 52A, 52B, 53, 54A, 54B, 55, 56, 57, 57A, 57B, 57C, 57D, 57E, 58, 59, 60, 61, 62, 63, 63A, 65, 66, 69, 69A, 69B, 69C, 69D, 69E, 69F, 69G, 69H, 69J, 69K, 69L, 70, 74, 74A, 74B, 74C, 76, 76B, 77A, 82A, 84, 86, 87, 88, 89, 90, 91

Subdivision 501 Block 0000 Lots 1, 2, 3, 3A, 3B, 5, 5A, 6, 6A, 6B, 7, 8, 8A, 8B, 9, 9A, 9B, 9C, A, H, H1, H2, 12, 12A, 12B, 13, 14

Subdivision 502 Block 0000 Lots 1, 3

Subdivision 504 Block 0000 Lots 1, 2, 3, 4, 5, 5A, 6, 7, 11, 15

Subdivision 506 Block 0A00 Lot 1

Block 0B00 0E00 Lots 1, 2, 3, 11, 12, 15, 19 0F00 Lot 1

Subdivision 511 Block 0A00 Lots 1, 2, 4, 5 Block 0B00 Lots 1, 2, 4, 5, 7, 9, 11 Block  
0C00 Lots 1, 3, 5, 7, 9, 11 Block 0D00 Lots 1, 7  
Subdivision 512 Block 0A00 Lots 1, 4, 6, 11 Block 0B00 Lots 1, 7, 11, 14, 17 Block  
0C00 Lots 1, 4, 7, 11, 14, 17 Block 0D00 Lots 1  
Subdivision 513 Block 0A00 Lots 1, 5, 5A, 7 Block 0B00 Lots 1, 3, 6, 8 Block 0C00  
Lots 1, 3, 6, 8 Block 0D00 Lots 1, 6, 8  
Subdivision 515 Block 0000 Lots 1, 2, 3, 4, 5, 5A, 6, 6A, 7, 8, 9, 10  
Subdivision 516 Block 0000 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12  
Subdivision 517 Block 0000 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16  
Subdivision 521 Block 0C00  
Subdivision 522 Block 0000 Lot 1  
Subdivision 523 Block A, B, C  
Subdivision 524 Block 0000 Lots 1B, 2, 3, 3A, 4, 4A, 4B  
Subdivision 525 Block 0A00  
Subdivision 526 Block 0000 Lots A, B, C, D  
Subdivision 5KU Block 0000 Lot 33