

MEMORANDUM

DATE: August 12, 2009

TO: Charlotte Diggs, Assistant County Attorney

FROM: *ml* Gail M. Letzring, Manager, BOCC Records

SUBJECT: Traffic Control Jurisdiction Agreement with Riverwatch Homeowner's Association — Hillsborough County Sheriff's Office to Exercise Traffic Control Jurisdiction Over Roads Within Riverwatch

Attached is an executed original of subject agreement, Document 09-0793, approved by the Board on August 5, 2009.

We are providing the original to you for further handling.

bam

Attachments

cc: Board files (orig.)
Riverwatch Homeowner's Association via County Attorney's Office
Hillsborough County Sheriff's Office via County Attorney's Office



Agenda Item Cover Sheet

Agenda Item N^o. A-15

Meeting Date August 05, 2009

- Consent Section
 Regular Section
 Public Hearing

Subject:
 Traffic Control Jurisdiction Agreement between Hillsborough County and Riverwatch Homeowners Association

Department Name: County Attorney's Office

Contact Person: Charlotte V. Diggs **Contact Phone:** 272-5670

Sign-Off Approvals:	
	Mary Helen Farris 07/14/2009 <small>Managing County Attorney</small> <small>Date</small>
Renée Francis Lee 07/23/2009 <small>County Attorney</small> <small>Date</small>	NA <small>Joint Department Director</small> <small>Date</small>
Eric Johnson 07/24/2009 <small>Management and Budget - Approved as to Financial Impact Accuracy</small> <small>Date</small>	Charlotte Diggs 07/14/2009 <small>Assistant County Attorney</small> <small>Date</small>

Staff's Recommended Board Motion:
 Approve the agreement between the County and Riverwatch Homeowners Association for a two year period, agreeing that the County, through the Hillsborough County Sheriff's Office, will exercise traffic control jurisdiction over the roads within Riverwatch.

Approval of this item will have no financial impact on the FY 09 Adopted Budget.

Financial Impact Statement:
 Approval of this item will have no financial impact on the FY 09 Adopted Budget.

Background:
 Pursuant to Florida Statutes Section 316.006 (3)(b), the County may exercise traffic control jurisdiction over any private road in an unincorporated area of the County upon the Board of County Commissioners approval of a written agreement between the County and the party owning or controlling the road. The roads within Riverwatch are private and controlled by Riverwatch Homeowners Association. The Hillsborough County Sheriff's Office is willing to provide the requested routine traffic patrols in the area encompassed in the agreement. Chapter 316 authorizes the Sheriff's Office to collect a fee for the routine patrol of private streets within the County. That fee will be negotiated between the Sheriff's Office and the homeowners' association. Costs for any non-routine

09-0793 (10R16)

services will also be the sole responsibility of the Riverwatch Homeowners Association, as established and agreed to by the Sheriff's Office.

List Attachments:

Traffic Control Jurisdiction Agreement, letter of certification and Letter of Agreement from the Hillsborough County Sheriff's.

RIVERWATCH HOMEOWNERS ASSOCIATION

June 8, 2009

RECEIVED
HILLSBOROUGH
COUNTY ATTORNEY
2009 JUN 10 AM 9:52

Ms. Charlotte Diggs Esq.
Assistant Count Attorney
Office of the County Attorney
601 E. Kennedy Boulevard, 27th Floor
Post Office Box 1110
Tampa, Florida 33601

**Re: RiverWatch HOA of Hillsborough, Inc.
Traffic Control Jurisdiction Agreement**

Dear Ms. Diggs:

Thank you so very much for your assistance related to the Traffic Control Jurisdiction Agreement for RiverWatch HOA, it is appreciated.

As requested, I have attached the following:

- Executed Traffic Control Jurisdiction Agreement
- Copy State Uniform Control 316.006 (3)(b) 1-4
- Legal Description(s)
- 2005 Correspondence – Major Jerry York
- 2005 Engineer Statement – Douglas Gable, PE MUTCD and FL DOT Compliance
- Street Map

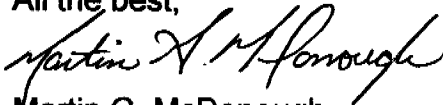
I would also like to go on record that I have been the President of the Association since late 2005 and can attest that the Traffic Control Devices (Stop Signs) and streets are still in conformity (as noted in Mr. Gable's correspondence) and there have been no modifications.

RIVERWATCH HOMEOWNERS ASSOCIATION

Page 2, cont.

Ms. Diggs, I want to again thank you for all your assistance (current and to come) in this matter. I cannot tell you just how bad speeding and Stop Sign running as gotten in our community.

All the best,



Martin G. McDonough
President
RiverWatch HOA

:mgm

enclosures:



David Gee, Sheriff
Jose Docobo, Chief Deputy

Hillsborough County
Tampa, Florida 33601

P.O. Box 3371
Phone (813) 247-8000
www.hcso.tampa.fl.us

19

June 15, 2009

Ms. Charlotte V. Diggs
Assistant County Attorney
Hillsborough County Attorney's Office
27th Floor
601 E. Kennedy Blvd.
Tampa, Florida 33602

Dear Ms. Diggs,

Pursuant to the Traffic Control Jurisdiction Agreement with the Riverwatch Homeowners Association, the Hillsborough County Sheriff's Office will enforce traffic statutes within this community.

If you have any questions, please contact Corporal Greg Wynn at 813-247-0402.

As always, be assured of our cooperation in matters of mutual concern.

Sincerely,

A handwritten signature in cursive script that reads "John C. Marsicano".

Major John C. Marsicano
Commander, District IV

JCM/hc

TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS TRAFFIC CONTROL JURISDICTION AGREEMENT is made and entered into on this 8th day of June, 2009, by and between RIVERWATCH HOMEOWNER'S ASSOCIATION, a Florida Corporation (hereinafter referred to as "the ASSOCIATION") and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the ASSOCIATION is a Homeowners' Association that was formed for the purpose of ownership, maintenance, preservation and architectural control of residential lots and common areas within that certain tract of property described in Exhibit "A" (hereinafter referred to as "RIVERWATCH HOMEOWNER'S ASSOCIATION"), attached hereto, and made a part of this agreement; and

WHEREAS, the ASSOCIATION is subject to a Declaration of Covenants and Restrictions as the same are recorded in the *Official Records Book 81, Page 46-1 through 46-12*^{*} of the Public Records of Hillsborough County as have been and may be amended from time to time; and

WHEREAS, pursuant to the terms of the Covenants, the ASSOCIATION maintains and administers the common facilities and common areas of RIVERWATCH HOMEOWNER'S ASSOCIATION, which common areas include all areas shown on the recorded subdivision of RIVERWATCH HOMEOWNER'S ASSOCIATION; other than any portions thereof included in a lot, or a dedicated road or other dedicated casement where a governmental or other entity has agreed to accept maintenance responsibility; and

* And Book 83, Page 76-1 through 76-6
Book 85, Page 10-1 through 10-3

WHEREAS, RIVERWATCH HOMEOWNER'S ASSOCIATION is located in the unincorporated area of Hillsborough County; and

WHEREAS, the ASSOCIATION owns or controls the roads within RIVERWATCH HOMEOWNER'S ASSOCIATION; and

WHEREAS, pursuant to Section 316.006(3)(b), Florida Statutes, the County may exercise Traffic Control Jurisdiction over any private road in the unincorporated area of the County upon written agreement between the County and the party owning or continuing the road and approved by the governing body of the County, for Traffic Control Jurisdiction over the road(s) encompassed in the Agreement; and

WHEREAS, the ASSOCIATION desires that the County exercise Traffic Control Jurisdiction over the roads within RIVERWATCH HOMEOWNER'S ASSOCIATION pursuant to such an agreement; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the residents of the County to exercise such Traffic Control Jurisdiction by entering into such an agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed by and between the ASSOCIATION and the COUNTY as follows:

1. **Traffic Control Jurisdiction.** During the term of this Agreement, as may be amended from time to time, the County, through the Hillsborough County Sheriffs Office, agrees to exercise **Traffic Control Jurisdiction** over the roads within RIVERWATCH HOMEOWNER'S ASSOCIATION.

"Traffic Control Jurisdiction" under the terms of this Agreement does not include the placement or maintenance of traffic control devices. The County in no way agrees to accept jurisdiction over, or responsibility for, the placement and maintenance of traffic control devices or the roads within RIVERWATCH HOMEOWNER'S ASSOCIATION.

Nothing herein shall be construed as placing jurisdiction in the County for any purpose beyond Traffic Control Jurisdiction or jurisdictional authority presently exercised by the County under law.

2. **Reimbursement for Costs.** The ASSOCIATION shall reimburse the County for the actual costs of traffic control and enforcement within RIVERWATCH HOMEOWNER'S ASSOCIATION, pursuant to statements of costs provided by the County and/or the Hillsborough County Sheriff's Office.

3. **Indemnification.** The ASSOCIATION shall defend, indemnify and hold harmless the County and the Hillsborough County Sheriff's Office from and against any liability, loss damage, claim, demand, suit or action of any kind or character whatsoever arising out of or resulting from the exercise of Traffic Control Jurisdiction and enforcement in RIVERWATCH HOMEOWNER'S ASSOCIATION pursuant to this Agreement whether or not the liability, loss, damage, claim, demand, suit or action arises out of the negligence of the County, its officers, agents, employees or otherwise.

4. **Obligation to Provide Traffic Control Devices and Certification.** The ASSOCIATION shall be required to place and maintain signs, markings, and other traffic control devices in conformance with the Manual on Uniform Traffic Control Devices, as adopted by the Florida Department of Transportation pursuant to *Florida Statutes* Section 316.0745 (2003) (hereinafter referred to as the 'MUTCD"). Prior to execution of this Agreement, the ASSOCIATION shall provide to the Sheriff, with a copy to County, a certification signed and sealed by a registered professional engineer that certifies to the Sheriff that all roads, streets and highways within RIVERWATCH HOMEOWNER'S ASSOCIATION are properly signed and marked in conformance with the MUTCD. The certification shall be provided to the Sheriff at:

Legal Office
P.O. Box 3371
Tampa, FL 33601

Major Marsicano
508 33rd Street South East
Ruskin, FL 33570

Furthermore, the ASSOCIATION shall allow the County to inspect all roads, nets and highways within RIVERWATCH HOMEOWNER'S ASSOCIATION in order to be reasonably assured that all streets and highways are properly signed and marked in conformance with the MUTCD. The County expressly reserves the right to relinquish Traffic Control Jurisdiction exercised under this Agreement if the Sheriff or County determines that any signs or markings within RIVERWATCH HOMEOWNER'S ASSOCIATION fail to comply with the standards and specifications set forth in the MUTCD.

5. **Term**. This Agreement shall be effective for two (2) years from the due execution thereof unless sooner terminated by either party as provided herein. This Agreement may be renewed for an additional one (1) year period. It shall be the responsibility of the ASSOCIATION to notify the County at least 60 days prior to the expiration of this Agreement of its intent to renew.

6. **Termination** The provisions of Paragraph 5 notwithstanding, either party may terminate this Agreement upon sixty days written notice to the other party.

7. **Notice**. All notices contemplated or requested by this Agreement shall be served as follows:

If to the County: County Attorney's Office
P.O. Box 1110 - 28th Floor
Tampa, Florida 33601-1110

c: Sheriffs Office, Major Marsicano

If to the ASSOCIATION: RiverWatch HOA
c/o Rampart Properties
12404 Riverglen Drive
Riverview, FL 33569

8. **Waiver**. Pursuant to Florida Statutes Section 316.006 3(b)(2), this Agreement shall not be effective prior to October 1st of any given year, the beginning of the County fiscal year, unless this requirement is waived in writing by Hillsborough

County Sheriff's Office. The County's execution of this Agreement shall serve as the waiver required under this provision.

9. Effective Date. This Agreement shall become effective immediately upon due execution by all parties hereto.

10. Severability. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

11. Entire Agreement. The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein. There are no understandings, agreements, or representations expressed or implied respecting this Agreement and the service provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year aforesaid.

ATTEST:
PAT FRANK,
Clerk of the Circuit Court



HILLSBOROUGH COUNTY, a political
Subdivision of the State of Florida

By: Neil M. Letzring
Deputy Clerk

Ken Hagan
Chairman, Board of County Commissioners

AUG 05 2009

Witness DATE APPROVED

Kenny Hofstad
RiverWatch HOA

Witness _____

Vice President - HOA
Title: _____

APPROVED BY COUNTY ATTORNEY
As To Form And Legal Sufficiency

BY: Charvate V. Briggs
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 09-0793

ACKNOWLEDGMENT OF ASSOCIATION IF A CORPORATION

STATE OF Florida County of Hillborough

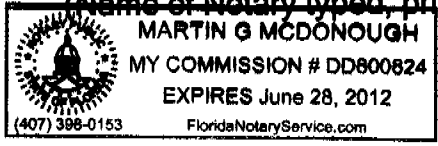
The foregoing instrument was acknowledged before me this 8th day of June, 2009, by Kathy Holstad (name/title of officer or agent) or _____ (name of corporation acknowledging) on behalf of the

corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/She personally appeared before me at the time of notarization, and is personally known to me ~~or has produced~~ _____ (type of ~~identification~~) as ~~identification~~ and did certify to have knowledge of the matters stated in the forgoing instrument and certified the same to be true in all respects.

Subscribed and sworn to me (or affirmed) before me on this 8th day of June, 2009.

Martin G. McDonough Commission number: DD800824
(Official Notary Signature and Notary Seal)

Martin G. McDonough Commission Expiration Date: 6.28.12
(Name of Notary typed, printed, or stamped)



F.S. 2004

portation of materials for purposes of the Hazardous Materials Act, as amended (49 U.S.C. 1801-1815) and any other law having jurisdiction over the transportation of hazardous materials.

motor vehicle designed and used primarily on a golf course for sport purposes.

ERIAL.—Any substance or material is determined by the secretary of Transportation to be a hazardous material if it poses a reasonable risk to health or safety. This term includes hazardous materials as defined in s. 316.515.

TRUCK.—Any truck on which the power unit are located on the same axle, rigid unit.

TRUCK.—Any combination consisting of a semitrailer, and trailer coupled together as a complete unit.

TRUCK HIGHWAY NETWORK.—Any network consisting primarily of interstate highways, as defined by the United States Department of Transportation, and any other roads designated by the Florida Department of Transportation for use by tandem trailer trucks, s. 316.515, except roads on which the use of tandem trailer trucks is specifically prohibited on January 1, 2004.

location where: (1) begins, terminates, or is transferred; or (2) carriers maintain operating facilities.

ION.—The conveyance of materials, livestock, or persons other than on any road, street, or highway for the use of the public.

device, in, upon, or by which a vehicle or may be transported or received excepting devices used exclusively on tracks.

POWER.—The actual unit of power measured by a dynamometer.

vehicle with pedals to permit the operator, having a seat or saddle for the operator, designed to travel on or not more than 30 miles per hour on a motor rated not in excess of 1500 watts (2 horsepower), not capable of propelling the vehicle at a speed greater than 30 miles per hour on a power-drive system that functions without clutching or shifting, or after the drive system is disengaged, if a combustion engine is used, the displacement does not exceed 50 cubic centimeters.

TOR BUS.—Any bus which is used for the transportation of persons for compensation, whether owned, leased, operated, or controlled by a county, or state government or a nonprofit corporation.

(79) WORK ZONE AREA.—The area and its approaches on any state-maintained highway, county-maintained highway, or municipal street where construction, repair, maintenance, or other street-related or highway-related work is being performed or where one or more lanes is closed to traffic.

(80) MAXI-CUBE VEHICLE.—A specialized combination vehicle consisting of a truck carrying a separable cargo-carrying unit combined with a semitrailer designed so that the separable cargo-carrying unit is to be loaded and unloaded through the semitrailer. The entire combination may not exceed 65 feet in length, and a single component of that combination may not exceed 34 feet in length.

(81) TANDEM AXLE.—Any two axles whose centers are more than 40 inches but not more than 96 inches apart and are individually attached to or articulated from, or both, a common attachment to the vehicle, including a connecting mechanism designed to equalize the load between axles.

(82) MOTORIZED SCOOTER.—Any vehicle not designed to travel on not more than three wheels, and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground.

(83) ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE.—Any self-balancing, two-nontandem-wheeled device, designed to transport only one person, with an electric propulsion system with average power of 750 watts (1 horsepower), the maximum speed of which, on a paved level surface when powered solely by such a propulsion system while being ridden by an operator who weighs 170 pounds, is less than 20 miles per hour. Electric personal assistive mobility devices are not vehicles as defined in this section.

History.—s. 1, ch. 71-135; s. 1, ch. 72-179; s. 1, ch. 74-213; s. 1, ch. 78-286; s. 1, ch. 77-174; s. 1, ch. 80-316; s. 23, ch. 82-186; s. 1, ch. 83-68; s. 1, ch. 83-184; s. 1, ch. 83-188; s. 1, ch. 83-298; s. 1, ch. 84-284; s. 9, ch. 85-309; s. 2, ch. 87-88; s. 5, ch. 87-161; s. 1, ch. 87-178; s. 1, ch. 87-270; s. 3, ch. 89-91; s. 2, ch. 89-93; s. 4, ch. 89-190; s. 83, ch. 89-282; s. 3, ch. 91-418; s. 8, ch. 94-308; s. 893, ch. 95-148; s. 1, ch. 95-247; s. 28, ch. 98-280; s. 2, ch. 98-308; s. 88, ch. 99-13; s. 80, ch. 99-248; s. 5, ch. 99-385; s. 41, ch. 2000-162; ss. 67, 133, ch. 2002-20; s. 955, ch. 2002-387.

§ 316.006 Jurisdiction.—Jurisdiction to control traffic is vested as follows:

(1) STATE.—The Department of Transportation shall have all original jurisdiction over all state roads throughout this state, including those within the grounds of all state institutions and the boundaries of all dedicated state parks, and may place and maintain such traffic control devices which conform to its manual and specifications upon all such highways as it shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

(2) MUNICIPALITIES.—

(a) Chartered municipalities shall have original jurisdiction over all streets and highways located within their boundaries, except state roads, and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

(b) A municipality may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located within its boundaries if the municipality and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the municipality, for municipal traffic control jurisdiction over the road or roads encompassed by such agreement. Pursuant thereto:

1. Provision for reimbursement for actual costs of traffic control and enforcement and for liability insurance and indemnification by the party or parties, and such other terms as are mutually agreeable, may be included in such an agreement.

2. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by municipalities under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority. Such jurisdiction includes regulation of access to such road or roads by security devices or personnel.

3. Any such agreement may provide for the installation of multiparty stop signs by the parties controlling the roads covered by the agreement if a determination is made by such parties that the signage will enhance traffic safety. Multiparty stop signs must conform to the manual and specifications of the Department of Transportation; however, minimum traffic volumes may not be required for the installation of such signage. Enforcement for the signs shall be as provided in s. 316.123.

This subsection shall not limit those counties which have the charter powers to provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities from the proper exercise of those powers by the placement and maintenance of traffic control devices which conform to the manual and specifications of the Department of Transportation on streets and highways located within municipal boundaries.

(3) COUNTIES.—

(a) Counties shall have original jurisdiction over all streets and highways located within their boundaries, except all state roads and those streets and highways specified in subsection (2), and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

(b) A county may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located in the unincorporated area within its boundaries if the county and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the county, for county traffic control jurisdiction over the road or roads encompassed by such agreement. Pursuant thereto:

1. Provision for reimbursement for actual costs of traffic control and enforcement and for liability insurance and indemnification by the party or parties, and

such other terms as are mutually agreeable, may be included in such an agreement.

2. Prior to entering into an agreement which provides for enforcement of the traffic laws of the state over a private road or roads, or over any limited access road or roads owned or controlled by a special district, the governing body of the county shall consult with the sheriff. No such agreement shall take effect prior to October 1, the beginning of the county fiscal year, unless this requirement is waived in writing by the sheriff.

3. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by counties under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority.

4. Any such agreement may provide for the installation of multiparty stop signs by the parties controlling the roads covered by the agreement if a determination is made by such parties that the signage will enhance traffic safety. Multiparty stop signs must conform to the manual and specifications of the Department of Transportation; however, minimum traffic volumes may not be required for the installation of such signage. Enforcement for the signs shall be as provided in s. 316.123.

(c) If the governing body of a county abandons the roads and rights-of-way dedicated in a recorded residential subdivision, and simultaneously conveys the county's interest therein to a homeowners' association for the subdivision in the manner prescribed in s. 316.00825, that county's traffic control jurisdiction over the abandoned and conveyed roads ceases unless the requirements of paragraph (b) are met.

Notwithstanding the provisions of subsection (2), each county shall have original jurisdiction to regulate parking, by resolution of the board of county commissioners and the erection of signs conforming to the manual and specifications of the Department of Transportation, in parking areas located on property owned or leased by the county, whether or not such areas are located within the boundaries of chartered municipalities.

(4) **LEGISLATIVE DECLARATION.**—The Legislature hereby finds and declares that the exercise by an authority of the powers conferred by written agreement pursuant to the provisions of chapter 87-88, Laws of Florida, serves a valid public purpose and function for which public credit may be pledged and public money may be expended.

History.—s. 1, ch. 71-135; s. 1, ch. 71-982; s. 2, ch. 79-248; ss. 1, 3, ch. 87-88; s. 32, ch. 94-306; s. 101, ch. 2002-20; s. 1, ch. 2002-235.

316.007 Provisions uniform throughout state.—

The provisions of this chapter shall be applicable and uniform throughout this state and in all political subdivisions and municipalities therein, and no local authority shall enact or enforce any ordinance on a matter covered by this chapter unless expressly authorized. However, this section shall not prevent any local authority from enacting an ordinance when such enactment is necessary to vest jurisdiction of violation of this chapter in the local court.

History.—s. 1, ch. 71-135; s. 2, ch. 71-982.

316.0075 Operator use of commercial mobile radio services and electronic communications devices.—

Regulation of operator or passenger use of commercial mobile radio services and other electronic communications devices in a motor vehicle is expressly preempted to the state.

History.—s. 2, ch. 2002-179.

316.008 Powers of local authorities.—

(1) The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

(a) Regulating or prohibiting stopping, standing, or parking.

(b) Regulating traffic by means of police officers or official traffic control devices.

(c) Regulating or prohibiting processions or assemblages on the streets or highways, including all state or federal highways lying within their boundaries.

(d) Designating particular highways or roadways for use by traffic moving in one direction.

(e) Establishing speed limits for vehicles in public parks.

(f) Designating any street as a through street or designating any intersection as a stop or yield intersection.

(g) Restricting the use of streets.

(h) Regulating the operation of bicycles.

(i) Regulating or prohibiting the turning of vehicles or specified types of vehicles.

(j) Altering or establishing speed limits within the provisions of this chapter.

(k) Requiring written crash reports.

(l) Designating no-passing zones.

(m) Prohibiting or regulating the use of controlled access roadways by any class or kind of traffic.

(n) Prohibiting or regulating the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic.

(o) Designating hazardous railroad grade crossings in conformity to criteria promulgated by the Department of Transportation.

(p) Designating and regulating traffic on play streets.

(q) Prohibiting pedestrians from crossing a roadway in a business district or any designated highway except on a crosswalk.

(r) Regulating pedestrian crossings at unmarked crosswalks.

(s) Regulating persons upon skates, coasters, and other toy vehicles.

(t) Adopting and enforcing such temporary or experimental regulations as may be necessary to cover emergencies or special conditions.

(u) Enacting ordinances or erecting signs in the rights-of-way to control, regulate, or prohibit hitchhiking on streets or highways, including all state or federal highways lying within their boundaries.

(v) Regulating, restricting, or prohibiting traffic within the boundary of any airport owned by the state, a county, a municipality, or a political subdivision.

enforcing violations under this chapter and chapter 318.

(w) Regulating, restricting, or prohibiting the use of security devices or personal electronic devices on highways, whether by providing for the construction of streets and highways.

(2) The municipality, its officers, shall have no exclusive jurisdiction, prosecution, trial, adjudication, or enforcement of the provisions of this chapter within the jurisdiction of a municipality and the person performing the duties of a municipal police officer. Officers in the municipality shall enforce the provisions of the charter of that municipality. This section shall not limit those counties which provide and regulate arterials, bridges, tunnels, and related facilities. The exercise of those powers shall be subject to the provisions of this chapter and the unification of a transportation system.

(3) No local authority shall have jurisdiction over an official traffic control device unless the authority to regulate the traffic on any street has first been obtained from the Department of Transportation.

(4) A county or municipality may provide a fine for an offense provided a fine for an offense in excess of the fine specified in such a fine may not exceed the amount provided for the deposit of a county or municipal account in the manner:

(a) One-third to be used for the administration of this subsection.

(b) Two-thirds to be used for the improvement of accessibility and persons who have disabilities and to provide funding for programs in the county or municipality for persons who have disabilities.

(5)(a) A county or municipality may provide a fine for an offense provided a fine for an offense in excess of the fine specified in s. 318.18(2), except that the fine specified in s. 318.18(2) shall not apply. However, such ordinance shall not be collected pursuant to this subsection if such violations shall be collected for the purpose of such a program. The amount of such a fine collected pursuant to this subsection in excess of the fine specified in s. 318.18(2) shall be reported on a report to the appropriate court.

(b) A county or municipality may provide a fine for a violation of such a fine which dedicates funding for a firefighter education fund. The amount of such a fine is limited to the amount of the firefighter education fund.

RIVERGLEN UNIT 6 PHASE 2 AND UNIT 7 PHASE 2
SECTION 16 AND 22, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK 85 PAGE 10-1

DESCRIPTION: A parcel of land lying in Sections 16 and 22, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of said Section 22, run thence along the North boundary of said Section 22, N.69°51'54"W, 433.57 feet to a point on the North boundary of RIVERGLEN UNITS 5, 6 AND 7 PHASE 1, according to the plat thereof as recorded in Plat Book 81, Page 48, Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along said North boundary the following thirty (30) courses: 1) S.00°14'21"W, 76.50 feet to a point of curvature; 2) Southeastery, 75.50 feet along the arc of a curve to the right having a radius of 175.00 feet and a central angle of 07°23'43" (chord bearing S.82°16'14"W, 72.87 feet); 3) N.69°50'07"W, 83.15 feet; 4) S.77°09'40"W, 80.00 feet; 5) S.12°44'47"W, 38.74 feet; 6) S.18°17'23"W, 201.78 feet; 7) S.69°18'43"W, 100.18 feet; 8) S.00°07'00"W, 119.84 feet; 9) S.71°20'08"W, 466.78 feet; 10) S.00°02'47"E, 280.28 feet; 11) S.44°43'38"W, 35.36 feet; 12) S.89°57'13"W, 98.32 feet; 13) S.00°02'47"E, 56.87 feet to a point of curvature; 14) Southeastery, 51.87 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 38°37'28" (chord bearing S.18°51'56"E, 50.26 feet); 15) S.30°18'35"W, 217.82 feet; 16) S.08°14'00"E, 101.42 feet; 17) S.89°57'28"W, 76.23 feet; 18) N.71°31'54"W, 100.00 feet to a point on a curve; 19) Southeastery, 32.51 feet along the arc of a curve to the right having a radius of 175.00 feet and a central angle of 17°31'08" (chord bearing S.27°13'40"W, 53.30 feet) to a point of tangency; 20) S.35°39'15"W, 80.80 feet; 21) N.64°00'45"W, 80.00 feet; 22) S.35°39'15"W, 1.78 feet to a point of curvature; 23) Westerly, 37.83 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 88°42'13" (chord bearing S.78°20'17"W, 24.32 feet) to a point of reverse curvature; 24) Northwesterly, 153.58 feet along the arc of a curve to the left having a radius of 807.12 feet and a central angle of 12°44'30" (chord bearing N.84°10'48"W, 193.11 feet) to a point of reverse curvature; 25) Northwesterly, 36.79 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 84°13'08" (chord bearing N.28°34'29"W, 33.53 feet) to a point of tangency; 26) N.13°10'00"E, 4.08 feet; 27) N.78°49'30"W, 80.00 feet to a point on a curve; 28) Southeastery, 36.78 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 88°53'08" (chord bearing S.53°34'40"W, 38.01 feet) to a point of reverse curvature; 29) Westerly, 170.48 feet along the arc of a curve to the left having a radius of 807.12 feet and a central angle of 12°04'01" (chord bearing N.83°39'48"W, 170.14 feet) to a point of tangency; 30) S.89°57'13"W, 135.58 feet to a point of curvature; said point also being on the Eastern boundary of RIVERGLEN UNIT 3, according to the plat thereof as recorded in Plat Book 73, Page 35, Public Records of Hillsborough County, Florida; thence along said Eastern boundary the following two (2) courses: 1) Northwesterly, 32.03 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 87°04'43" (chord bearing N.48°22'55"W, 34.47 feet) to a point of reverse curvature; 2) Northwesterly, 338.88 feet along the arc of a curve to the left having a radius of 480.00 feet and a central angle of 40°11'18" (chord bearing N.22°38'41"W, 328.82 feet) to the Southeastern corner of RIVERGLEN UNIT 4 PHASE 2, according to the plat thereof as recorded in Plat Book 84, Page 2, Public Records of Hillsborough County, Florida; thence along the Eastern boundary of said RIVERGLEN UNIT 4 PHASE 2 the following five (5) courses: 1) N.00°02'47"W, 67.48 feet; 2) N.89°57'13"E, 183.00 feet; 3) N.00°02'47"W, 80.00 feet; 4) N.89°57'13"E, 234.12 feet; 5) N.00°02'47"W, 80.00 feet to a point on the Southeastern right-of-way line of McSALLEN LOOP ROAD; thence along said Southeastern right-of-way line the following three (3) courses: 1) N.89°57'13"E, 188.74 feet; 2) N.00°02'47"W, 10.00 feet; 3) N.89°57'13"E, 214.21 feet; thence along the East boundary of the right-of-way of said McSALLEN LOOP ROAD, N.00°17'19"E, 90.00 feet; thence along the Northwesterly right-of-way line of said McSALLEN LOOP ROAD, S.08°37'13"W, 71.14 feet; thence N.41°38'40"E, 84.28 feet to a point of curvature; thence Northwesterly, 102.19 feet along the arc of a curve to the right having a radius of 200.80 feet and a central angle of 29°08'00" (chord bearing N.54°10'40"E, 101.08 feet); thence N.77°44'42"E, 310.80 feet to a point on a curve; thence Easterly, 548.30 feet along the arc of a curve to the right having a radius of 784.87 feet and a central angle of 17°35'00" (chord bearing N.78°42'10"E, 247.48 feet) to a point of tangency; thence N.68°39'40"E, 184.31 feet to a point of curvature; thence Easterly, 28.27 feet along the arc of a curve to the left having a radius of 272.40 feet and a central angle of 00°38'00" (chord bearing N.89°40'40"E, 28.29 feet) to a point of reverse curvature; thence Easterly, 170.58 feet along the arc of a curve to the right having a radius of 1203.84 feet and a central angle of 08°04'00" (chord bearing N.87°44'40"E, 170.78 feet) to a point of tangency; thence S.89°10'20", 84.86 feet to a point of curvature; thence Easterly, 139.81 feet along the arc of a curve to the left having a radius of 588.83 feet and a central angle of 12°43'00" (chord bearing N.87°36'10"E, 129.51 feet) to a point of tangency; thence N.77°08'40"E, 800.80 feet; thence N.82°10'19"E, 482.54 feet; thence S.44°11'48"E, 37.81 feet to a point on the aforementioned Northwesterly boundary of RIVERGLEN UNITS 5, 6 AND 7 PHASE 1; thence along said Northwesterly boundary the following eleven (11) courses: 1) S.44°21'48"E, 28.18 feet; 2) S.18°38'00"W, 194.88 feet; 3) S.08°53'38"W, 80.00 feet to a point on a curve; 4) Southeastery, 31.19 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 30°44'35" (chord bearing S.82°14'04"E, 32.88 feet) to a point of tangency; 5) S.44°21'48"E, 88.10 feet to a point of curvature; 6) Southeastery, 12.08 feet along the arc of a curve to the right having a radius of 175.00 feet and a central angle of 03°57'14" (chord bearing S.4223°09"E, 12.07 feet); 7) S.82°10'19"W, 375.78 feet; 8) S.00°00'58"W, 41.10 feet; 9) S.00°18'22"W, 184.44 feet to a point on a curve; 10) Southeastery, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 80°00'00" (chord bearing S.44°43'38"E, 35.36 feet) to a point of tangency; 11) S.00°18'22"W, 18.06 feet to the POINT OF BEGINNING.

Containing 80,828 acres, more or less.

DEDICATION:
The undersigned owner of all lands described above hereby offers this plat of RIVERGLEN UNIT 6 PHASE 2 AND UNIT 7 PHASE 2 for record. The roads and rights-of-way shown herein as TRACT "A", and the drainage and well easements shown herein, are not intended to be dedicated to the public, but are reserved for convenience to the River Watch Homeowners Association of Hillsborough, Inc., for the use of all owners of lots in RIVERGLEN UNIT 6 PHASE 2 AND UNIT 7 PHASE 2. The parcels and easements shown on the plat are reserved by the owner for grant to such utilities and the River Watch Homeowners Association of Hillsborough, Inc. Owner hereby dedicates to Hillsborough County and all providers of emergency services, an easement over the roads and rights-of-way for ingress and egress for emergency vehicles and governmental services. Owner hereby grants to all providers of street lights, telephone utilities, electric utilities, cable television utilities, and other public utilities established by Order, a nonexclusive easement for utility purposes and access over the roads and rights-of-way and areas marked on the plat as utility easements.

RIVERGLEN LTD., a Florida limited partnership - OWNER
By: Shenberg Cross Company, a Florida corporation, General Partner
John E. Cross President
Colan Custard Witness, Colan Custard
Alma Yozan Witness, Alma Yozan

ACKNOWLEDGMENT: State of Florida, County of Hillsborough
Personally appeared before me, the undersigned authority Alan E. Cross, President of Shenberg Cross Company, a Florida corporation, General Partner, to me well known and known by me to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes herein expressed, and did not take an oath.
Witness my hand and official seal on this 29 day of January, 1999.
Kathleen Julie Murphy
Notary Public, State of Florida at Large
Kathleen Julie Murphy
SUNTRUST BANK TAMPA BAY - Mortgagee
Bruce Williams, F.V.P. Witness, Colan Custard
Alma Yozan Witness, Alma Yozan

ACKNOWLEDGMENT: State of Florida, County of Hillsborough
Personally appeared before me, the undersigned authority Bruce Williams as F.V.P. of SUNTRUST BANK, TAMPA BAY, to me well known and known by me to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes herein expressed, and did not take an oath.
Witness my hand and official seal on this 29 day of January, 1999.
Kathleen Julie Murphy
Notary Public, State of Florida at Large
Kathleen Julie Murphy

BOARD OF COUNTY COMMISSIONERS: This plat is hereby accepted and approved for record by the Board of County Commissioners of Hillsborough County, Florida.
5/29/99
Date Clark Platt Chairman

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplemented in authority by any other graphic or digital form of the plat. There may be additional recordings that are not recorded on this plat that may be found in the public records of this county.

SURVEYOR'S CERTIFICATE
I hereby certify that this plat was prepared under my direction and supervision and that it complies with all of the survey requirements of Chapter 177 of the Florida Statutes, and that the "P.C.P.'S" (Permanent Reference Monuments) as shown herein have been set, and that the "P.C.P.'S" (Permanent Control Points) on shown herein, and all other monuments set at lot corners, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177 of the Florida Statutes will be set within the time allotted in 177.061 (b) (9).
HEDY & ASSOCIATES, INC., (L81148)
7212 Seawall Avenue
Tampa, Florida 33606
Arthur W. Morris
Arthur W. Morris, (L84498)
Florida Professional Surveyor and Mapper
Date November 25, 1998

CLERK OF THE CIRCUIT COURT
State of Florida, County of Hillsborough. I certify that the within plat complies in form with all of the requirements of Chapter 177 of the Florida Statutes. Filed in Plat Book 85, Page 10 of the Public Records of Hillsborough County, Florida.
Date 3-29-99
Richard Aze
Clerk of the Circuit Court
Date 3-29-99
Carla Lee
Deputy Clerk
Time: 2:31 P.M.
REVIEWING AGENCY SURVEYOR'S CERTIFICATE
This plat has been reviewed in accordance with Florida Statutes, Section 177.061 for Chapter Conformity. The geometric data has not been verified.
Reviewed By: Robert A. Platt
Florida Professional Surveyor and Mapping License No. 4252
Survey and Mapping Section, Real Estate Department
Hillsborough County

HEDY & ASSOCIATES, INC.
7212 Seawall Avenue
Tampa, Florida 33606
(813) 836-8111
Civil Engineering
Land Surveying
SHEET 1 OF 13 SHEETS

RIVERGLEN UNIT 5 PHASE 2

SECTION 22, TOWNSHIP 30 SOUTH, RANGE 30 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION

The undersigned owner of all lands described above hereby offers this plot of RIVERGLEN UNIT 5 PHASE 2 for record. The roads and rights-of-way shown herein as TRACT "A" and the drainage easements shown herein, are not dedicated to the public, but are reserved for conveyance to the River Watch Homeowners Association of Hillsborough, Inc., for the use of all owners of lots in RIVERGLEN UNIT 5 PHASE 2. The parcels and easements shown on the plat are reserved by the owner for grant to such utility and the River Watch Homeowners Association of Hillsborough, Inc. Owner hereby dedicates to Hillsborough County and all providers of emergency services, an easement over the roads and rights-of-way for ingress and egress for emergency vehicles and governmental services. Owner hereby grants to all providers of street lights, telephone utilities, electric utilities, cable television utilities, and other public utilities selected by Owner, a nonexclusive easement for utility purposes and access over the roads and rights-of-way and areas marked on the plat as utility easements.

RIVERGLEN LTD., a Florida limited partnership - OWNER
By: SHIMBERG CROSS COMPANY, a Florida corporation, General Partner

[Signature] *[Signature]* *[Signature]*
Witness, Arthur W. Merrill Witness, Arthur W. Merrill Witness, F. Camille Anderson

ACKNOWLEDGMENT: State of Florida, County of Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of June 1998, by Glen E. Cross, President of Shimberg Cross Company, a Florida corporation, as behalf of the corporation. He is personally known to me.

Witness my hand and official seal on this 3rd day of June 1998.

[Signature]
Notary Public, State of Florida at Large
Mary Robin Dunn



DESCRIPTION: A parcel of land lying in Section 22, Township 30 South, Range 30 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Southwest corner of the Northeast 1/4 of said Section 22, run thence along the West boundary of said Northeast 1/4, also being the East boundary of RIVERGLEN UNIT 1, according to the plat thereof as recorded in Plat Book 83, page 27, Public Records of Hillsborough County, Florida, N.00197017E, 740.83 feet to a point on the Southern boundary of RIVERGLEN UNITS 5, 6 AND 7 PHASE 1, according to the plat thereof as recorded in Plat Book 81, Page 44, Public Records of Hillsborough County, Florida; thence along said Southern boundary the following (5) courses: 1) N.78°38'47"E, 424.03 feet; 2) N.11°23'13"W, 2.00 feet; 3) N.78°38'47"E, 130.00 feet; 4) S.11°23'13"W, 80.00 feet; 5) N.78°38'47"E, 881.07 feet; thence S.07°22'22"W, 130.75 feet to a point on the South boundary of the proposed Northeast 1/4 of Section 22; thence along said South boundary and the North boundary of COUNTYROAD BLADE, according to the plat thereof as recorded in Plat Book 54, Page 33, Public Records of Hillsborough County, Florida, N.88°54'10"W, 1324.81 feet to the POINT OF BEGINNING.

Containing 25.410 acres, more or less.

BOARD OF COUNTY COMMISSIONERS: This plat is hereby accepted and approved for record by the Board of County Commissioners of Hillsborough County, Florida.

7/6/1998 [Signature]
Date Chairman

SURVEYOR'S CERTIFICATE
I hereby certify that this plat is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, that the survey data complies with all the requirements of Chapter 177 of the Florida Statutes, and that P.R.M.'s (Permanent Reference Measurements) as shown herein have been set, and that P.C.P.'s (Permanent Control Points) as shown herein will be set within the time stipulated in 177.001 (8).

HEUDT & ASSOCIATES, INC.
[Signature]
Arthur W. Merrill, No. 134498
Florida Professional Surveyor and Mapper

July 15, 1998
Date

CLERK OF THE CIRCUIT COURT
State of Florida, County of Hillsborough, I certify that the within plat complies in form with all the requirements of Chapter 177 of the Florida Statutes. Filed in Plat Book 83, Page 76 of the Public Records of Hillsborough County, Florida.
Date July 29, 1998 [Signature]
Date July 28, 1998 [Signature]
Date 98218871 [Signature]
Time 3:26 P.M.
Clerk of the Circuit Court
Deputy Clerk



NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

1315 BRADY AVENUE
SUITE 100, FLORIDA EDOCS
33533-3311
HEUDT & ASSOCIATES, INC.
ONE, SURVEYING
AND ELEVATION

RIVERGLEN UNITS 5, 6 AND 7 PHASE 1

SECTION 15 AND 22, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK 21 PAGE 98, 99, 100

DESCRIPTION: A parcel of land lying in Sections 15 and 22, Township 30, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

Beginning at the Northeast corner of said Section 22, run thence along the East boundary of said Section 22: S.00°18'22"W, 1321.27 feet thence S.85°54'17"W, 1338.74 feet thence S.00°22'22"W, 388.70 feet thence S.78°34'47"W, 681.67 feet thence N.11°21'13"W, 50.00 feet thence S.78°34'47"W, 130.00 feet thence S.11°22'19"E, 2.08 feet thence S.78°34'47"W, 508.03 feet to a point on the West boundary of the Northeast 1/4 of said Section 22, said point also being on the Eastern boundary of RIVERGLEN UNIT 1, according to the plat thereof as recorded in Plat Book 23, Page 27, Public Records of Hillsborough County, Florida; thence along said Eastern and the Northern boundaries of said RIVERGLEN UNIT 1, the following five (5) courses: 1) N.00°18'01"E, 248.66 feet; 2) N.42°37'03"W, 361.85 feet; 3) N.00°18'47"W, 160.48 feet to a point on a curve; 4) Westerly, 110.61 feet along the arc of a curve to the left having a radius of 562.88 feet and a central angle of 7°41'21" (chord bearing N.84°42'08"W, 110.48 feet) to a point of tangency; 5) S.89°37'13"W, 235.03 feet to a point on the Eastern boundary of RIVERGLEN UNIT 3, according to the plat thereof as recorded in Plat Book 23, Page 33, Public Records of Hillsborough County, Florida; thence along said Eastern boundary, N.00°28'07"W, 84.00 feet thence N.88°57'13"E, 135.58 feet to a point of curvature; thence Eastern, 170.48 feet along the arc of a curve to the right having a radius of 807.12 feet and a central angle of 12°08'01" (chord bearing S.33°58'48"E, 170.14 feet) to a point of reverse curvature; thence Northwesterly, 38.78 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 8°41'30" (chord bearing N.37°34'40"E, 38.01 feet); thence S.78°48'50"E, 60.00 feet thence S.17°10'05"W, 4.08 feet to a point of curvature; thence Southwesterly, 32.75 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 8°41'30" (chord bearing S.28°56'28"E, 33.53 feet) to a point of reverse curvature; thence Southwesterly, 83.58 feet along the arc of a curve to the left having a radius of 207.12 feet and a central angle of 13°44'20" (chord bearing S.84°10'48"E, 183.11 feet) to a point of reverse curvature; thence Eastern, 37.83 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 8°41'30" (chord bearing N.37°34'40"E, 38.01 feet); thence N.38°58'18"E, 50.80 feet to a point of curvature; thence Northwesterly, 33.31 feet along the arc of a curve to the left having a radius of 175.00 feet and a central angle of 17°31'08" (chord bearing N.27°31'41"E, 53.30 feet); thence S.71°51'54"E, 100.00 feet thence N.88°27'28"E, 78.22 feet thence N.08°14'00"W, 181.42 feet thence N.30°18'30"E, 217.82 feet to a point on a curve; thence Northwesterly, 51.87 feet along the arc of a curve to the right having a radius of 75.00 feet and a central angle of 38°37'38" (chord bearing N.19°51'38"W, 50.84 feet) to a point of tangency; thence N.00°18'47"W, 55.87 feet thence N.88°57'13"E, 89.23 feet thence N.44°52'54"E, 34.38 feet thence N.00°18'47"W, 186.58 feet thence S.77°09'58"E, 468.78 feet thence N.00°18'47"W, 115.44 feet thence N.88°57'13"E, 1042.18 feet thence N.18°17'22"E, 201.78 feet thence N.18°44'44"E, 39.76 feet thence N.77°08'48"E, 80.00 feet thence S.88°28'07"E, 83.18 feet to a point on a curve; thence Northwesterly, 22.88 feet along the arc of a curve to the left having a radius of 175.00 feet and a central angle of 07°23'43" (chord bearing N.03°58'14"E, 22.57 feet) to a point of tangency; thence N.00°18'47"W, 22.55 feet to a point of curvature; thence Northwesterly, 30.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.44°43'38"W, 32.38 feet); thence N.00°18'47"W, 184.64 feet thence N.82°09'58"E, 41.10 feet thence N.02°10'15"E, 275.78 feet to a point on a curve; thence Northwesterly, 12.08 feet along the arc of a curve to the left having a radius of 175.00 feet and a central angle of 38°44'38" (chord bearing N.02°14'04"W, 30.88 feet); thence N.00°18'47"W, 28.18 feet thence N.88°57'13"E, 30.00 feet thence S.44°21'48"E, 34.98 feet thence S.18°38'00"W, 94.84 feet thence S.44°21'48"E, 383.48 feet to a point on the East boundary of the aforesaid Section 15; thence along said East boundary, S.00°59'33"W, 470.18 feet to the POINT OF BEGINNING.

Containing 78.561 acres, more or less.

DEDICATION:

The undersigned, as owner and mortgagee of the herein ascribed lands which are being parceled into a subdivision of RIVERGLEN UNITS 5, 6 and 7 PHASE 1, hereby dedicates all roads, streets, rights-of-way and PUMP STATION SITES shown hereon to public use for access, utility and drainage purposes and other purposes incidental thereto, and further dedicates all access, utility and drainage easements shown hereon for the purposes stated therein and incidental thereto.

TRACT "C" shall be conveyed to and maintained by the RIVERGLEN OF BRANDON HOMEOWNERS' ASSOCIATION, INC.

RIVERGLEN LTD., a Florida limited partnership - OWNER
 By: SHIMBERG CROSS COMPANY, a Florida corporation, General Partner

Carl E. Cross President
Arthur W. Merrill Witness
Lindy E. Robinson Witness

ACKNOWLEDGMENT: State of Florida, County of Hillsborough

Personally appeared before me, the undersigned authority *Carl E. Cross*, President of Shimberg Cross Company, a Florida corporation, General Partner, to me well known and known by me to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes herein expressed, and did not take an oath.

Witness my hand and official seal on this 9th day of June, 1997.

Mary Robin Dunn
 Notary Public, State of Florida at Large
 Mary Robin Dunn



SUNTRUST BANK, TAMPA BAY - Mortgagee

[Signature] Witness, Susan Custard
[Signature] Witness, Angela Damm

ACKNOWLEDGMENT: State of Florida, County of Hillsborough

Personally appeared before me, the undersigned authority *Beverly H. Moore*, as CFP of SUNTRUST BANK, TAMPA BAY, to me well known and known by me to be the person described in and who executed the foregoing instrument and who acknowledged the execution thereof to be his/her free act and deed as such officer for the uses and purposes herein expressed, and did not take an oath.

Witness my hand and official seal on this 16th day of June, 1997.

Kathleen Julie Murphy
 Notary Public, State of Florida at Large

(Printed Name of Notary)



BOARD OF COUNTY COMMISSIONERS: This plat is hereby accepted and approved for record by the Board of County Commissioners of Hillsborough County, Florida.

[Signature]
 Chairman

SURVEYOR'S CERTIFICATE

I hereby certify that this plat is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, that the survey data complies with all the requirements of Chapter 177 of the Florida Statutes, and that P.R.M.'s (Permanent Reference Measurements) as shown hereon have been set, and that P.C.P.'s (Permanent Control Points) as shown hereon will be set within the time allotted in 177.081 (3).

July 31, 1997
 Date

HEEDY & ASSOCIATES, INC.
Arthur W. Merrill
 Registered Land Surveyor No. 4486

CLERK OF THE CIRCUIT COURT

State of Florida, County of Hillsborough, I certify that the within plat complies in form with all the requirements of Chapter 177 of the Florida Statutes. Filed in Plat Book 21, Page 98 of the Public Records of Hillsborough County, Florida.

August 5, 1997
 Date
Richard H. Lee
 Clerk of the Circuit Court
 August 5, 1997
 Date
Lee's Lady
 Deputy Clerk 97201360

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

2215 SHAW AVENUE
 TAMPA, FLORIDA 33605
 (813) 883-8511
HEEDY & ASSOCIATES, INC.
 C.S. ENGINEERING
 LAND SURVEYING



David Gee, Sheriff
Jose Docobo, Chief Deputy

P.O. Box 3371
Phone (813)247-8000
www.hcso.tampa.fl.us

Hillsborough County
Tampa, Florida 33601

November 1, 2005

Cameron Clark
Assistant County Attorney
P.O. Box 1110
Tampa, Florida 33601

Dear Mr. Clark:

I have no objection to an agreement between the Riverwatch Home Owners Association and the Hillsborough County Sheriff's Office relating to traffic enforcement within the Riverwatch community. I offer the following:

1. The Sheriff's Office is willing to exercise traffic control authority over all of the roads within the Riverwatch community as specified in the agreement.
2. The Sheriff's Office has no objection to waiving the requirement for a traffic device certification from the community.

The Sheriff's Office has an excellent relationship with the citizens of Riverwatch. While taking on this additional patrol responsibility will add to our patrol workload, the citizens of Riverwatch deserve full service for their community.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry York".

Major Jerry York
District IV Commander
Department of Patrol Services

JY/ldg

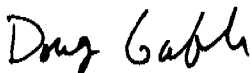
17 November 2005

Major Jerry York
14102 N. 20th Street
Tampa, FL 33601

Major York:

I, Douglas Gable, Professional Engineer licensed in the State of Florida, PE No# 56411, do hereby certify that all of the roads within the Riverwatch Subdivision, Riverview, Florida are properly signed and marked in conformance with the requirements of the County and the Florida Department of Transportation, particularly with respect to the Manual on Certification of Traffic Control Devices (MUTCD) latest edition.

Sincerely,



Douglas Gable, PE

Copy: President, Riverwatch HOA

Doug Gable
PE #5641
11-17-05

Google maps Address

