

SUBJECT: Ferber Retail at Balm Riverview **PI#6901**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 12, 2025
CONTACT: Lee Ann Kennedy

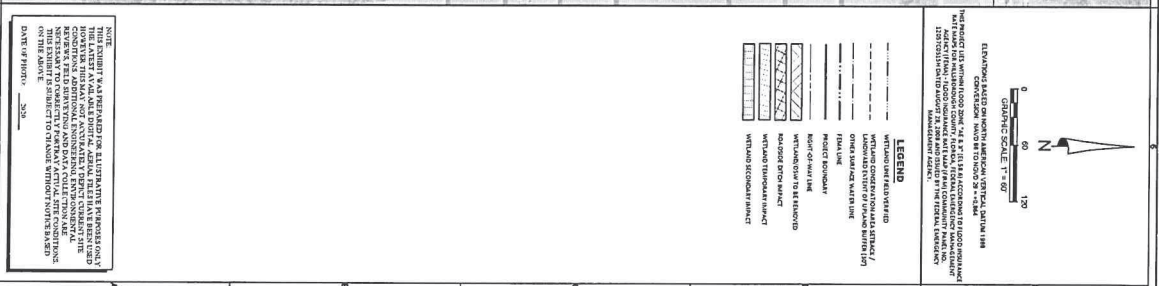
RECOMMENDATION:

Authorize the Development Services Department, as the administrative authority designated by Resolution R25-042 to receive, review and process plat or replat submittals, to accept the dedications to Hillsborough County as reflected on the attached plat for the Ferber Retail at Balm Riverview, located in Section 20, Township 31 and Range 20. Further authorize the Development Services Department to administratively accept the Subdivision's public improvement facilities (roads, drainage, water and wastewater) for maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$2,115,531.28, a Warranty Bond in the amount of \$38,498.55 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$3,375.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency is not applicable as this is a commercial development with no residential development expected.

BACKGROUND:

On March 7, 2025, Permission to Construct Prior to Platting was issued for Ferber Retail at Balm Riverview, after construction plan review was completed on March 6, 2025. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developer is 2022 Balm Riverview, LLC and the engineer is Heidt Design.

[illegible]

SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS - ON SITE

This Agreement made and entered into this _____ day of _____, 20_____, by and between 2022 Balm Riverview LLC, a Florida Limited Liability Company, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Ferber Retail at Balm Riverview, hereafter referred to as the "Subdivision"; and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and

WHEREAS, the improvements required by the LDC in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:

- | | | |
|--|--|---|
| ☒ Roads/Streets | ☒ Water Mains/Services | ☒ Stormwater Drainage Systems |
| ☒ Sanitary Gravity Sewer Systems | ☒ Sanitary Sewer Distribution System | ☐ Bridges |
| ☐ Reclaimed Water Mains/Services | ☒ Sidewalks | |
| ☐ Other: _____ | | |

hereafter referred to as the "County Improvements"; and

WHEREAS, the County required the Subdivider to warranty the aforementioned County Improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned County Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.

2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the County Improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____ and number _____ dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 407548V dated, September 23rd, 2025 with _____
2022 Balm Riverview LLC as Principal, and _____
Westfield Insurance Company as Surety, or
A Warranty Bond, number 407548X dated, September 23rd, 2025 with _____
2022 Balm Riverview LLC as Principal, and _____
Westfield Insurance Company as Surety, or
 - c. Cashier/Certified Checks, number _____, dated _____ and _____ dated _____ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of the Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
7. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the County Improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provide that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of the Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.

14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:


Witness Signature

ANGELA L. PALMIERI
Printed Name of Witness


Witness Signature

Michael Friley
Printed Name of Witness

NOTARY PUBLIC

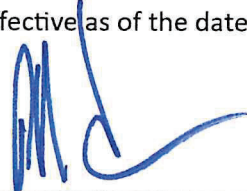
CORPORATE SEAL
(When Appropriate)

ATTEST:

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

Subdivider:

By: 
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

P. Shields Ferber Jr.

Name (typed, printed or stamped)

Manager

Title

151 Sawgrass Corners Dr., Ste. 202, Ponte Vedra Beach, FL 32082

Address of Signer

904.285.7600

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

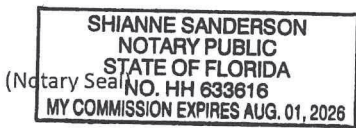
Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
16th day of September, 2025, by P. Shields Ferber, Jr as
(day) (month) (year) (name of person acknowledging)
Manager for 2022 Balm Riverview LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



A handwritten signature in black ink, appearing to read "ShiAnne Sanderson".

(Signature of Notary Public - State of Florida)

ShiAnne Sanderson

(Print, Type, or Stamp Commissioned Name of Notary Public)

HH633616

(Commission Number)

Aug. 01, 2026

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

(Commission Number)

(Expiration Date)

NOW, THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Ferber Retail at Balm Riverview subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 12, 2026.

SIGNED, SEALED AND DATED this 23rd day of September, 2025.

ATTEST:


Shilpa Sanderson

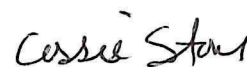
2022 Balm Riverview LLC
By 
Principal Seal

Westfield Insurance Company

Surety

Seal

ATTEST:


Cassie Stone

By 
Attorney-In-Fact Seal
Jon A Schroeder

APPROVED BY THE COUNTY ATTORNEY

BY  2 of 2
Approved As To Form And Legal Sufficiency.

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois }
County of Cook } ss:

On this 23rd day of September in the year two thousand twenty five, before me, Donna Ann Irigoyen, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jon A Schroeder known to me to be the duly authorized Attorney-in-fact of the Westfield Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said Jon A Schroeder duly acknowledged to me that he subscribed the name of the Westfield Insurance company and thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires
5/19/2029

Donna Ann Irigoyen
Notary Public
In City, State of

Donna Ann Irigoyen

Rolling Meadows, Illinois



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/30/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1211672 06

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JON A. SCHROEDER, JODIE L. SELLERS, WILLIAM T. KRUMM, CASSANDRA L. STONE, JOINTLY OR SEVERALLY

of **ROLLING MEADOWS** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

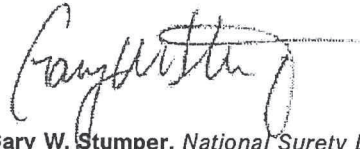
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **30th** day of **JANUARY** A.D., **2025**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

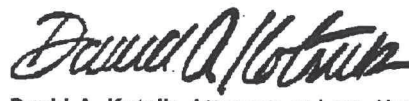
By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **30th** day of **JANUARY** A.D., **2025**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





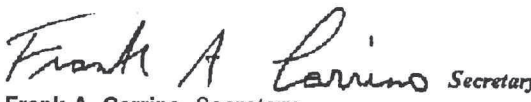
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **23rd** day of **September** A.D., **2025**.




Frank A. Carrino, Secretary



Summary For Performance Bond

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Streets and Drainage Facilities	\$983,390.41
Water Distribution System	\$278,218.08
Sewage Collection System	\$430,816.53
Total Amount	<u>\$1,692,425.02</u>
Performance Bond Amount (125% of Total)	\$2,115,531.28

**Strickland T
Smith**

Digitally signed by Strickland T Smith
DN: cn=US, o=Unaffiliated, dnQualifier=
AD14100000018EED10E8F4000E88EE, cn=Strickland T Smith
Reason: I am the author of this document
Location:
Date: 2025.06.10 09:40:10-04'00'
FoUti PDF Editor Version: 13.1.7

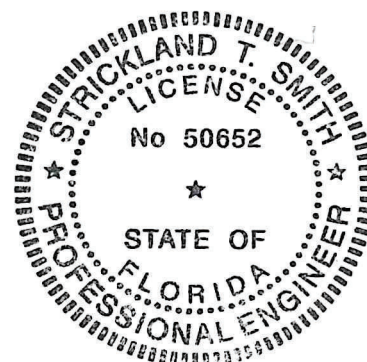
Strickland T. Smith, P.E. # 50652

Date Prepared: June 27, 2025

Strickland T. Smith, State of Florida,
Professional Engineer, License No. 50652

This item has been digitally signed and sealed by
Strickland T. Smith, P.E. on the date indicated here.

Printed copies of this document are not considered signed and
sealed and the signature must be verified on any electronic copies.



R:\Balm & 301\Master Plan\Construction\Qtys\Ferber Retail at Balm Riverview Bond Comps.xlsx



Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Unit	Quantity	Item	Average Unit Price	Total Amount
Off-site (Balm Road Turn Lane)				
LS	1	Signing & Pavement Marking	\$4,044.60	\$4,044.60
SY	462	2½" SP-12.5 Asphaltic Surface Course	\$34.21	\$15,805.02
SY	462	1½" FC-12.5 Asphaltic Friction Course	\$24.61	\$11,369.82
SY	462	Prime & Sand Base	\$2.40	\$1,108.80
SY	462	16" Limerock Base (Full Depth)	\$67.42	\$31,148.04
LF	345	Type F Curb & Gutter	\$34.20	\$11,799.00
SF	6,806	6' Concrete Path	\$7.94	\$54,039.64
SF	52	ADA Domes	\$56.94	\$2,960.88
EA	2	Connect to Existing Storm	\$2,220.00	\$4,440.00
LF	24	18" RCP	\$75.36	\$1,808.64
LF	223	36" RCP	\$244.92	\$54,617.16
EA	2	Type 5 Curb Inlet	\$4,266.65	\$8,533.30
EA	1	Replace Curb Inlet with Manhole	\$4,725.53	\$4,725.53
LF	55	Retaining Wall/Headwall with Handrail	\$600.00	\$33,000.00
SF	320	Rip Rap	\$9.54	\$3,052.80
LS	1	Dewatering / Bedding / Clean & Lamp	\$25,384.36	\$25,384.36
On-site				
LS	1	Signing & Pavement Marking	\$10,171.20	\$10,171.20
SY	3,311	1½" SP-12.5 Asphaltic Surface Course (1st Lift)	\$16.30	\$53,969.30
SY	3,311	1½" SP-12.5 Asphaltic Surface Course (2nd Lift)	\$17.92	\$59,333.12
SY	3,311	Prime & Sand Base	\$0.96	\$3,178.56
SY	3,311	10" Limerock Base	\$34.50	\$114,229.50
SY	3,311	12" Stabilized Subgrade	\$8.87	\$29,368.57
LF	2,362	1' Concrete Ribbon Curb	\$19.19	\$45,326.78
LF	317	12" HDPE	\$39.53	\$12,531.01
LF	35	15" HP Storm	\$46.15	\$1,615.25
LF	295	18" HP Storm	\$55.45	\$16,357.75
LF	326	24" HP Storm	\$80.91	\$26,376.66
LF	432	30" HP Storm	\$121.90	\$52,660.80
LF	583	36" HP Storm	\$144.39	\$84,179.37



Schedule: Streets & Drainage Facilities (continued)

Unit	Quantity	Item	Average Unit Price	Total Amount
EA	2	Yard Drain (Nyloplast)	\$1,948.20	\$3,896.40
EA	20	Type D Grate Top Inlet	\$3,963.62	\$79,272.40
EA	2	Control Structure	\$5,453.06	\$10,906.12
LF	73	Retaining Wall with Railing	\$504.00	\$36,792.00
EA	1	12" MES	\$1,563.00	\$1,563.00
EA	1	18" Wall Penetration	\$1,349.23	\$1,349.23
EA	3	36" Wall Penetration	\$1,880.94	\$5,642.82
SF	1000	Concrete Sump	\$9.72	\$9,720.00
SF	10360	30 mil Liner	\$1.22	\$12,639.20
LS	1	Dewatering / Bedding / Clean & Lamp	\$44,473.78	\$44,473.78
		Total Street & Drainage System		\$983,390.41



Engineers Cost Breakdown

Schedule: Water Distribution System

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Unit	Quantity	Item	Average Unit Price	Total Amount
Off-site				
EA	2	16" x 8" Tapping Valve & Sleeve	\$7,260.65	\$14,521.30
LF	76	8" DIP Water Main	\$69.95	\$5,316.20
LF	67	6" DIP Water Main	\$54.97	\$3,682.99
LF	15	4" DIP Water Main	\$45.00	\$675.00
EA	1	8" Gate Valve	\$2,999.25	\$2,999.25
EA	4	6" Gate Valve	\$2,174.40	\$8,697.60
EA	3	4" Gate Valve	\$1,715.45	\$5,146.35
EA	12	8" MJ Fitting	\$450.00	\$5,400.00
EA	14	6" MJ Fitting	\$400.00	\$5,600.00
EA	1	8" RPZDA Backflow Assembly	\$20,125.74	\$20,125.74
EA	1	3" BFP & Meter Assembly	\$22,920.84	\$22,920.84
EA	6	2" BFP & Meter Assembly	\$4,537.64	\$27,225.84
On-site				
LF	815	8" PVC Fire Main	\$65.28	\$53,203.20
LF	502	6" PVC Water Main	\$39.12	\$19,638.24
LF	364	4" PVC Water Main	\$26.27	\$9,562.28
EA	10	8" Gate Valve	\$2,999.25	\$29,992.50
EA	5	6" Gate Valve	\$2,174.40	\$10,872.00
EA	1	4" Gate Valve	\$1,715.45	\$1,715.45
EA	19	8" MJ Fitting	\$450.00	\$8,550.00
EA	2	Fire Hydrant Assembly	\$6,889.73	\$13,779.46
EA	6	Blowoff Assembly	\$538.87	\$3,233.22
EA	1	Water Service to Pump Station	\$2,334.62	\$2,334.62
LS	1	Chlorination & Pressure Testing	\$3,026.00	\$3,026.00
		Total Water Distribution System		\$278,218.08



Engineers Cost Breakdown

Schedule: Sewage Collection System

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Unit	Quantity	Item	Average Unit Price	Total Amount
Off-site				
LS	1	Force Main ByPass System	\$28,500.00	\$28,500.00
EA	1	Connect to Existing 4" Stub	\$1,421.28	\$1,421.28
EA	2	Connect to Existing 24" FM	\$1,902.30	\$3,804.60
LF	113	4" PVC Force Main	\$23.03	\$2,602.39
LF	42	24" PVC Force Main	\$280.50	\$11,781.00
EA	1	Air Release Valve	\$4,729.32	\$4,729.32
EA	2	4" Plug Valve	\$1,724.21	\$3,448.42
EA	4	4" MJ Fitting	\$525.00	\$2,100.00
EA	4	24" MJ Fitting	\$6,357.00	\$25,428.00
On-site				
LF	920	8" PVC Sanitary Gravity Main	\$53.23	\$48,971.60
EA	7	Sanitary Manhole	\$5,777.36	\$40,441.52
EA	6	8" Stub & Plug	\$67.84	\$407.04
LS	1	Sanitary Pump Station	\$181,360.68	\$181,360.68
LF	20	2" PVC Force Main	\$10.94	\$218.80
EA	1	2" Plug Valve	\$1,394.88	\$1,394.88
EA	1	2" Fitting	\$100.00	\$100.00
LS	1	Dewatering & Pipe Bedding	\$65,407.00	\$65,407.00
LS	1	Testing & TV	\$8,700.00	\$8,700.00
		Total Sewage Collection System		\$430,816.53

SUBDIVISION WARRANTY BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, that we 2022 Balm Riverview LLC,
a Florida Limited Liability Company called the Principal, and Westfield Insurance Company
called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Thirty Eight Thousand Four Hundred Ninety Eight 55/100 (\$38,498.55) Dollars for the payment of which
 we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvement facilities for maintenance in the approved platted subdivision known as Ferber Retail at Balm Riverview. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: roads, drainage, water, and wastewater
 _____; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the Improvements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements; and

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Ferber Retail at Balm Riverview against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned Improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;

C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

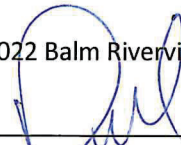
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 12, 2028.

SIGNED, SEALED AND DATED this 23rd day of September, 2025.

ATTEST:



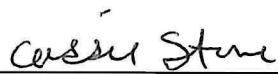
Shuanne Sanderson

2022 Balm Riverview LLC
By  _____
Principal Seal

Westfield Insurance Company

Surety Seal

ATTEST:



Cassie Stone

By  _____
Attorney-In-Fact Seal
Jon A Schroeder

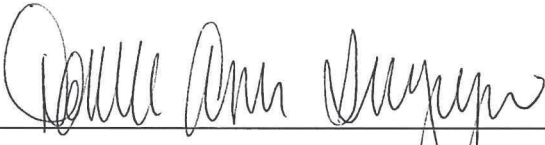
SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois } ss:
County of Cook

On this 23rd day of September in the year two thousand twenty five, before me, Donna Ann Irigoyen, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jon A Schroeder known to me to be the duly authorized Attorney-in-fact of the Westfield Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said Jon A Schroeder duly acknowledged to me that he subscribed the name of the Westfield Insurance company and thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires
5/19/2029



Notary Public Donna Ann Irigoyen
In City, State of Rolling Meadows, Illinois



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/30/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1211672 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JON A. SCHROEDER, JODIE L. SELLERS, WILLIAM T. KRUMM, CASSANDRA L. STONE, JOINTLY OR SEVERALLY

of **ROLLING MEADOWS** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **30th** day of **JANUARY** A.D., **2025**.

Corporate
Seals
Affixed



State of Ohio
County of Medina ss.:

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

On this **30th** day of **JANUARY** A.D., **2025**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **23rd** day of **September** A.D., **2025**.




Frank A. Carrino, Secretary



Summary For Warranty Bond

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Streets and Drainage Facilities	\$238,013.23
Water Distribution System	\$122,311.11
Sewage Collection System	\$24,661.13
Total Amount	<u>\$384,985.47</u>
Warranty Bond Amount (10% of Total)	\$38,498.55

**Strickland
T Smith**

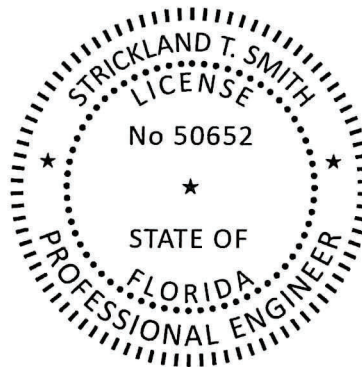
Digitally signed by Strickland T Smith
DN: C=US, O=Unaffiliated, dnQualifier=
A01410D0000018EED10EBF4000E8BEE, CN
=Strickland T Smith
Reason: I am the author of this document
Location:
Date: 2025.09.11 08:16:10-04'00'
Foxit PDF Editor Version: 13.1.7

Strickland T. Smith, P.E. # 50652

Date Prepared: September 10, 2025

This item has been digitally signed and
sealed by Strickland T. Smith on the date
adjacent to the seal.

Printed copies of this document
are not considered signed and
sealed and the signature must be
verified on any electronic copies.



R:\Balm & 301\Master Plan\Construction\Qtys\Ferber Retail at Balm Riverview Bond Comps.xlsx



Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Unit	Quantity	Item	Average Unit Price	Total Amount
Off-site (Balm Road Turn Lane)				
LS	1	Signing & Pavement Marking	\$4,044.60	\$4,044.60
SY	462	2½" SP-12.5 Asphaltic Surface Course	\$34.21	\$15,805.02
SY	462	1½" FC-12.5 Asphaltic Friction Course	\$24.61	\$11,369.82
SY	462	Prime & Sand Base	\$2.40	\$1,108.80
SY	462	16" Limerock Base (Full Depth)	\$67.42	\$31,148.04
LF	345	Type F Curb & Gutter	\$34.20	\$11,799.00
SF	6,806	6' Concrete Path	\$7.94	\$54,039.64
SF	52	ADA Domes	\$56.94	\$2,960.88
LF	24	18" RCP	\$75.36	\$1,808.64
LF	223	36" RCP	\$244.92	\$54,617.16
EA	2	Type 5 Curb Inlet	\$4,266.65	\$8,533.30
EA	1	Replace Curb Inlet with Manhole	\$4,725.53	\$4,725.53
LF	55	Retaining Wall/Headwall with Handrail	\$600.00	\$33,000.00
SF	320	Rip Rap	\$9.54	\$3,052.80
		Total Street & Drainage System		\$238,013.23



Engineers Cost Breakdown

Schedule: Water Distribution System

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Unit	Quantity	Item	Average Unit Price	Total Amount
Off-site				
EA	2	16" x 8" Tapping Valve & Sleeve	\$7,260.65	\$14,521.30
LF	76	8" DIP Water Main	\$69.95	\$5,316.20
LF	67	6" DIP Water Main	\$54.97	\$3,682.99
LF	15	4" DIP Water Main	\$45.00	\$675.00
EA	1	8" Gate Valve	\$2,999.25	\$2,999.25
EA	4	6" Gate Valve	\$2,174.40	\$8,697.60
EA	3	4" Gate Valve	\$1,715.45	\$5,146.35
EA	12	8" MJ Fitting	\$450.00	\$5,400.00
EA	14	6" MJ Fitting	\$400.00	\$5,600.00
EA	1	8" RPZDA Backflow Assembly	\$20,125.74	\$20,125.74
EA	1	3" BFP & Meter Assembly	\$22,920.84	\$22,920.84
EA	6	2" BFP & Meter Assembly	\$4,537.64	\$27,225.84
		Total Water Distribution System		\$122,311.11



Engineers Cost Breakdown

Schedule: Sewage Collection System

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Unit	Quantity	Item	Average Unit Price	Total Amount
Off-site				
LF	113	4" PVC Force Main	\$23.03	\$2,602.39
LS	1	Force Main Split Casing	\$11,781.00	\$11,781.00
EA	1	Air Release Valve	\$4,729.32	\$4,729.32
EA	2	4" Plug Valve	\$1,724.21	\$3,448.42
EA	4	4" MJ Fitting	\$525.00	\$2,100.00
		Total Sewage Collection System		\$24,661.13

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _____ day of _____, 20_____, by and between 2022 Balm Riverview LLC, a Florida Limited Liability Company, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Ferber Retail at Balm Riverview (hereafter referred to as the "Subdivision"); and

WHEREAS, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider agrees to install the aforementioned lot corners in the platted area.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within twenty-four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 407548W dated, September 23rd, 2025 with _____ 2022 Balm Riverview LLC as Principal, and _____ Westfield Insurance Company as Surety, or
 - c. Escrow agreement, dated _____, between, _____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill its obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:



Witness Signature

ANGELA L. PALMIERI

Printed Name of Witness

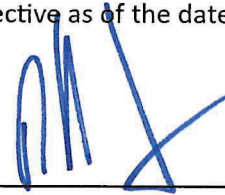


Witness Signature

Michael Froley

Printed Name of Witness

Subdivider:



By

Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

P. Shields Ferber, Jr.

Name (typed, printed or stamped)

Manager

Title

151 Sawgrass Corners Dr., Ste. 202, Ponte Verdra Beach, FL 32082

Address of Signer

904.285.7600

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL

(When Appropriate)

ATTEST:

VICTOR D. CRIST

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS

HILLSBOROUGH COUNTY, FLORIDA

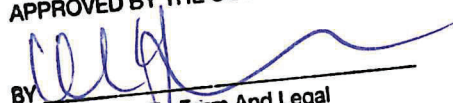
By: _____

Deputy Clerk

By: _____

Chair

APPROVED BY THE COUNTY ATTORNEY


BY _____
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
16th day of September, 2025, by P. Shields Ferber, Jr as
(day) (month) (year) (name of person acknowledging)
Manager for 2022 Balm Riverview LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

ShiAnne Sanderson

(Print, Type, or Stamp Commissioned Name of Notary Public)



HH633616

(Commission Number)

Aug. 01, 2026

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we 2022 Balm Riverview LLC,
a Florida Limited Liability Company called the Principal, and Westfield Insurance
Company called the Surety, are held and firmly bound unto the
 BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Three Thousand
Three Hundred Seventy Five and 00/100 (\$3,375.00) Dollars for the payment of which sum,
 well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
 severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this performance bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to these subdivision regulations a final plat of the subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Ferber Retail at Balm Riverview are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners are to be installed in the aforementioned platted area; and

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of installation of the aforementioned lot corners within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of installation of the required lot corners; and

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.

NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Ferber Retail at Balm Riverview subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 12, 2027.

SIGNED, SEALED AND DATED this 23rd day of September, 2025.

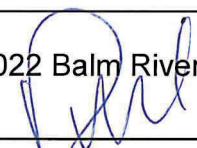
ATTEST:



ShiAnne Sanderson

2022 Balm Riverview LLC

BY:



PRINCIPAL (SEAL)

Westfield Insurance Company

SURETY (SEAL)

ATTEST:



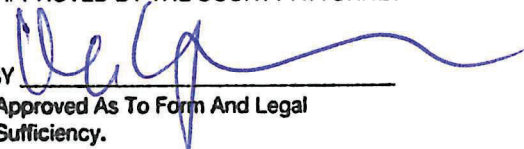
Cassie Stone



ATTORNEY-IN-FACT (SEAL)
Jon A Schroeder

APPROVED BY THE COUNTY ATTORNEY

BY



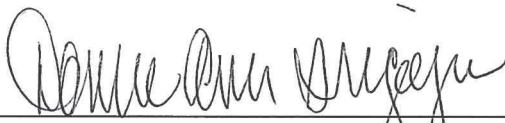
Approved As To Form And Legal
Sufficiency.

State of Illinois } ss:
County of Cook

On this 23rd day of September in the year two thousand twenty five, before me, Donna Ann Irigoyen, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jon A Schroeder known to me to be the duly authorized Attorney-in-fact of the Westfield Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said Jon A Schroeder duly acknowledged to me that he subscribed the name of the Westfield Insurance company and thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires
5/19/2029



Notary Public Donna Ann Irigoyen
In City, State of Rolling Meadows, Illinois



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME
POWER # AND ISSUED PRIOR TO 01/30/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1211672 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JON A. SCHROEDER, JODIE L. SELLERS, WILLIAM T. KRUMM, CASSANDRA L. STONE, JOINTLY OR SEVERALLY

of **ROLLING MEADOWS** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

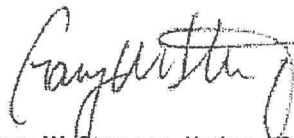
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **30th** day of **JANUARY** A.D., **2025**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **30th** day of **JANUARY** A.D., **2025**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:


David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **23rd** day of **September** A.D., **2025**.




Frank A. Carrino, Secretary



Summary For Performance Bond

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Set All Lot Corners \$2,700.00

Performance Bond Amount (125% of Total) \$3,375.00

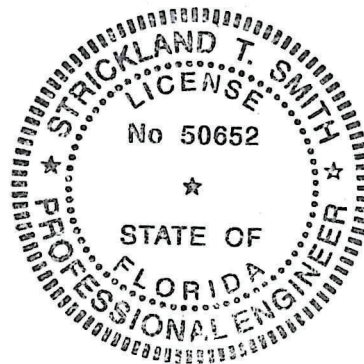
(This Bond will be in place for a period of 2 years)

**Strickland T
Smith**

Digitally signed by Strickland T Smith
DN: cn=US, o=Unaffiliated, dnQualifier=
AD1418000000185ED105BF400E8BEE, CN=Strickland T
Smith
Reason: I am the author of this document
Location:
Date: 2025.09.10 09:41:19-0400'
Full PDF Editor Version: 13.1.7

Strickland T. Smith, P.E. # 50652

Date Prepared: June 27, 2025



Strickland T. Smith, State of Florida,
Professional Engineer, License No. 50652

This item has been digitally signed and sealed by
Strickland T. Smith, P.E. on the date indicated here.

Printed copies of this document are not considered signed and
sealed and the signature must be verified on any electronic copies.

<R:\Balm & 301\Master Plan\Construction\Qtys\Ferber Retail at Balm Riverview Bond Comps.xlsx>



Engineers Cost Breakdown

Schedule: Lot Corners

FERBER RETAIL AT BALM RIVERVIEW

FOLIO # 77781.0000, 77781.02000, 77871.0025, 77783.0000 & 77786.0000

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Set All Lot Corners	\$2,700.00	\$2,700.00
		Total Lot Corners		\$2,700.00

FERBER RETAIL AT BALM RIVERVIEW
A PORTION OF LAND LYING IN THE SW 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

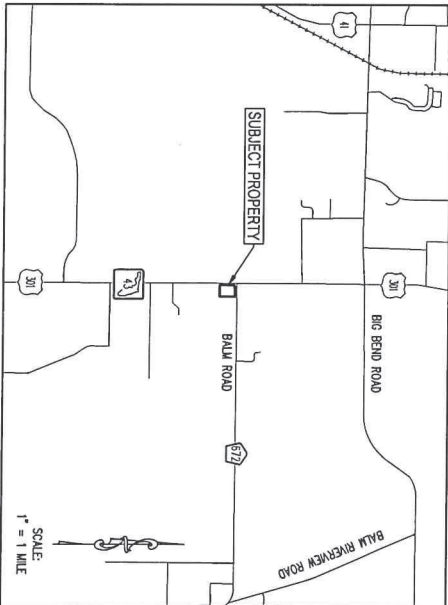
PLAT BOOK _____ PAGE _____

DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 20; THENCE RUN NORTH 89°54'55" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 836.02 FEET TO A POINT ON THE WEST LINE OF THE EAST 501.5 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°08'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 282.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 31.512 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°54'55" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 4.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 517.5 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°08'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 658.66 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°51'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 711.77 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 43 (U.S. HIGHWAY 301 - A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 10000-XXXX, WORK PROGRAM ITEM/SEGMENT 415489 1); THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTH 02°12'29" EAST, A DISTANCE OF 869.38 FEET TO A POINT OF CURVATURE OF A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°08'12" EAST AND A CHORD LENGTH OF 70.44 FEET; 2) THENCE RUN NORTHEASTLY TO A POINT OF TANGENCY, SAID POINT LING ON THE SOUTH RIGHT-OF-WAY LINE OF BALM ROAD (COUNTY ROAD 672 - A VARIABLE WIDTH RIGHT-OF-WAY PER HILLSBOROUGH COUNTY RIGHT-OF-WAY MAP, CDP/OT PROJECT NO. 66938041); THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 89°54'55" EAST, A DISTANCE OF 100.00 FEET; 2) THENCE RUN NORTH 00°05'05" WEST, A DISTANCE OF 19.00 FEET; 3) THENCE RUN NORTH 89°54'55" EAST, A DISTANCE OF 554.67 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 15.21 ACRES, MORE OR LESS.

VICINITY MAP



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 SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DRAINAGE EASEMENTS

DRAINAGE EASEMENTS WILL NOT CONTAIN PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HERBES, AND LANDSCAPING PLANTS OTHER THAN GRASS. EASEMENTS FOR REMOVAL OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE LAND DEVELOPMENT CODE.

FLOOD HAZARD WARNING

SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING. THE DEVELOPER SERVICES DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.

WETLANDS AREA

THE WETLAND CONSERVATION AREA SHALL BE RETAINED PURSUANT TO THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE (LDC) AS AMENDED; THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 62-466, AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION (EPC). IN ADDITION, A 30-FOOT WETLAND SETBACK FROM THE WETLAND CONSERVATION AREA IS REQUIRED AND SHALL BE MAINTAINED. SECTION 313.02(3)(2021) AND CHAPTER 1-11 OF THE RULES OF THE EPC, WETLAND DETERMINATIONS, SETBACKS, AND BUFFER ZONES, AS WELL AS PHYSICAL CONDITIONS ON THE PROPERTY DO NO CHANCE SO AS TO ALTER THE BOUNDARIES OF WETLANDS OR BUFFER ZONES. EPC'S 3-12-21, 12-10-2017 SETBACK SHALL BE APPLIED TO THE BOUNDARIES OF THE WETLAND CONSERVATION AREA, AS REQUIRED.

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN _____ DATE _____

PLAT APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.081 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

DANIEL JOSEPH SULLIVAN _____ DATE _____

FLORIDA PROFESSIONAL SURVEYOR & MAPPER,
REGISTRATION NUMBER 5640
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT,
HILLSBOROUGH COUNTY

CLERK OF THE CIRCUIT COURT:

COUNTY OF HILLSBOROUGH
STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177 PART 1 OF THE FLORIDA STATUTES AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY _____ BY _____
CLERK OF CIRCUIT COURT DEPUTY CLERK

THIS _____ DAY OF _____ 2025, TIME: _____

CLERK FILE NUMBER _____

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (PRM'S) WERE SET ON THE 19TH DAY OF MAY, 2025, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCP'S) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BIDDING.

MATTHEW W. SAMPSON, FLORIDA LICENSED SURVEYOR & MAPPER _____ DATE _____
FLORIDA REGISTRATION NO. 7261

CLYMER FARNER BARLEY SURVEYING, LLC
314 S. MISSOURI AVE., SUITE 101
CLEARWATER, FLORIDA 33756
LICENSED BUSINESS NO. 8498

SHEET 1 OF 6



CLYMER FARNER BARLEY
SURVEYING

314 S. MISSOURI AVE., SUITE 101
CLEARWATER, FLORIDA 33756 (727) 519-1030 LB#466

FERBER RETAIL AT BALM RIVERVIEW

A PORTION OF LAND LYING IN THE SW 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT 2022 BALM RIVERVIEW LLC, A FLORIDA LIMITED LIABILITY COMPANY, HALE PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 2025 LEM TURNER ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, 2025 LOT 6 TIC OWNER LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND BALM RIVERVIEW PROPERTY OWNER'S ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, BEING THE OWNERS IN FEE SHAPE OF THE LANDS DESCRIBED ON THE ATTACHED PLAT ENTITLED FERBER RETAIL AT BALM RIVERVIEW, LOCATED IN HILLSBOROUGH COUNTY, FLORIDA, HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

TRACT A (RIGHT-OF-WAY DEDICATION) IS HEREBY DEDICATED TO HILLSBOROUGH COUNTY IN THIS PLAT FOR PUBLIC STREET AND WALKWAYS.

TRACT B, IS HEREBY RESERVED BY THE OWNER FOR DEDICATION OF ADDITIONAL FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY.

THE PAVED DRIVES AND ALL OTHER IMPROVEMENTS TO BE CONSTRUCTED AND/OR LOCATED WITHIN THE DWELLER DRIVE (ACCESS) AREA DEPICTED HEREON WILL BE PRIVATE, AND WILL BE MAINTAINED BY BALM RIVERVIEW PROPERTY OWNER'S ASSOCIATION, INC. (THE "ASSOCIATION") PURSUANT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT #2025146220, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

OWNERS HEREBY GRANT, CONVEY, AND DEDICATE TO HILLSBOROUGH COUNTY (THE "COUNTY") A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE PAVED DRIVES LOCATED WITHIN THE SUB LOT 1 PROPERTY SOLELY FOR INGRESS AND EGRESS FOR THE PURPOSES OF PROVIDING EMERGENCY, FIRE, MEDICAL, AND SIMILAR SERVICES.

TRACT D (STORMWATER AREA): THE IMPROVEMENTS TO BE CONSTRUCTED AND/OR LOCATED WITHIN THE (STORMWATER AREA) DEPICTED HEREON WILL BE PRIVATE AND WILL BE MAINTAINED BY THE ASSOCIATION PURSUANT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT #2025146220, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. OWNERS HEREBY GRANT, CONVEY, AND DEDICATE TO THE COUNTY A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE TRACT D (STORMWATER AREA) AS DEPICTED HEREON SOLELY FOR INGRESS AND EGRESS.

THE IMPROVEMENTS TO BE CONSTRUCTED AND/OR LOCATED WITHIN THE LIFT STATION AREA DEPICTED HEREON WILL BE PRIVATE AND WILL BE MAINTAINED BY THE ASSOCIATION PURSUANT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT #2025146220, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. UNLESS MAINTAINED BY A UTILITY SERVICE PROVIDER, OWNERS HEREBY GRANT, CONVEY, AND DEDICATE TO THE COUNTY A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE LIFT STATION EASEMENT AREA AS DEPICTED HEREON SOLELY FOR INGRESS AND EGRESS.

OWNER:

IN WITNESS WHEREOF, BALM RIVERVIEW PROPERTY OWNER'S ASSOCIATION, INC. (A FLORIDA NOT FOR PROFIT CORPORATION), OWNER OF TRACTS A, B, C, AND D, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS NAME _____ ON THIS _____ DAY OF _____, 2025.

WITNESS

BALM RIVERVIEW PROPERTY OWNER'S ASSOCIATION, INC.
(A FLORIDA NOT FOR PROFIT CORPORATION)

(1) _____

SIGNATURE

BY: _____

(2) _____

SIGNATURE

PRINT NAME

ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY _____ AS _____ OF AND ON BEHALF OF BALM RIVERVIEW PROPERTY OWNER'S ASSOCIATION, INC. (A FLORIDA NOT FOR PROFIT CORPORATION), FOR THE PURPOSES EXPRESSED HEREIN, _____ WHO IS PERSONALLY KNOWN TO ME OR _____ WHO PRODUCED _____ AS IDENTIFICATION AND WHO _____ DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF _____

PRINT NAME: _____

COMMISSION NO.: _____

COMMISSION EXPIRES: _____

OWNER:

IN WITNESS WHEREOF, 2022 BALM RIVERVIEW LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF LOTS 1, 2, 3, AND 5, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS NAME BY P. SHIELDS FERBER, JR. ON THIS _____ DAY OF _____, 2025.

WITNESS

2022 BALM RIVERVIEW LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: _____

P. SHIELDS FERBER, JR. MANAGER

(1) _____

SIGNATURE

(2) _____

SIGNATURE

PRINT NAME

ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY _____ AS _____ OF AND ON BEHALF OF 2022 BALM RIVERVIEW LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, _____ WHO IS PERSONALLY KNOWN TO ME OR _____ WHO PRODUCED _____ AS IDENTIFICATION AND WHO _____ DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF _____

PRINT NAME: _____

COMMISSION NO.: _____

COMMISSION EXPIRES: _____

OWNER:

IN WITNESS WHEREOF, HALE PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, OWNER OF LOT 4, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS NAME _____ ON THIS _____ DAY OF _____, 2025.

WITNESS

HALE PROPERTIES, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY

(1) _____

SIGNATURE

BY: _____

(2) _____

SIGNATURE

PRINT NAME

ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY _____ AS _____ OF AND ON BEHALF OF HALE PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, _____ WHO IS PERSONALLY KNOWN TO ME OR _____ WHO PRODUCED _____ AS IDENTIFICATION AND WHO _____ DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF _____

PRINT NAME: _____

COMMISSION NO.: _____

COMMISSION EXPIRES: _____

SHEET 2 OF 6



CFB | CLYMER
SURVEYING | FARNER
BARLEY

314 S. MISSOURI AVE, SUITE 101
CLEARWATER, FLORIDA 33756 (727) 518-1030 LBB498

FERBER RETAIL AT BALM RIVERVIEW
A PORTION OF LAND LYING IN THE SW 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

OWNER:
IN WITNESS WHEREOF, 2025 LEI TURNER ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF LOT 6 HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS NAME _____ ON THIS ____ DAY OF _____, 2025.

WITNESS
2025 LEI TURNER ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: _____

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME

ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025, BY _____, AS OWNER OF LOT 6, AND ON BEHALF OF 2025 LEI TURNER ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, _____ WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION AND WHO _____ DID _____ DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF _____

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

OWNER:
IN WITNESS WHEREOF, 2025 LOT 6 TIC OWNER LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF LOT 6, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS NAME _____ ON THIS ____ DAY OF _____, 2025.

WITNESS
2025 LOT 6 TIC OWNER LLC, A FLORIDA LIMITED LIABILITY COMPANY.
BY: _____

(1) _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME

ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025, BY _____, AS OWNER ULC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, _____ WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION AND WHO _____ DID _____ DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF _____

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

MORTGAGEES CONSENT AND APPROVAL:
IN WITNESS WHEREOF, COGENIT BANK, A FLORIDA STATE CHARTERED BANK ("COGENIT"), IS THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF REITS FROM 2022 BALM RIVERVIEW LLC, A FLORIDA LIMITED LIABILITY COMPANY ("2022 BALM RIVERVIEW") TO COGENIT, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2025146499, COLLATERAL ASSIGNMENT OF REITS AND LEASES FROM 2022 BALM RIVERVIEW TO COGENIT RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2025146500, AND UCC-1 FINANCING STATEMENT RECORDED BY 2022 BALM RIVERVIEW IN OFFICIAL RECORDS INSTRUMENT NO. 2025146501, EACH RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA (COLLECTIVELY, THE "COGENIT SECURITY INSTRUMENTS"), WHICH ENCOMBER THE REAL PROPERTY DESCRIBED IN THE COGENIT SECURITY INSTRUMENTS, AND WHICH REAL PROPERTY OWNED BY 2022 BALM RIVERVIEW, IS A PORTION OF THE ATTACHED PLAT ENTITLED FERBER RETAIL AT BALM RIVERVIEW, COGENIT DOES HEREBY JOIN IN AND CONSENT TO THE PLAT OF FERBER RETAIL AT BALM RIVERVIEW TO WHICH THIS CONSENT AND APPROVAL IS ATTACHED.

WITNESS
(1) _____ BY: _____
SIGNATURE
PRINT NAME
(2) _____
SIGNATURE
PRINT NAME

ACKNOWLEDGEMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025, BY _____, AS _____ OF _____, FOR THE PURPOSES EXPRESSED HEREIN, _____ WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION AND WHO _____ DID _____ DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF _____

PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____



CFB SURVEYING
CLYMER
FARNER
BARLEY

314 S. MISSOURI AVE, SUITE 101
CLEARWATER, FLORIDA 33756 (727) 519-1030 LB#4199

PLAT BOOK ____ PAGE ____

62° R/W PER SRD R/W MAP SECTION 10540-2152
(HILLSBOROUGH COUNTY R/W TRANSFER BOOK 3, PG 4)

V

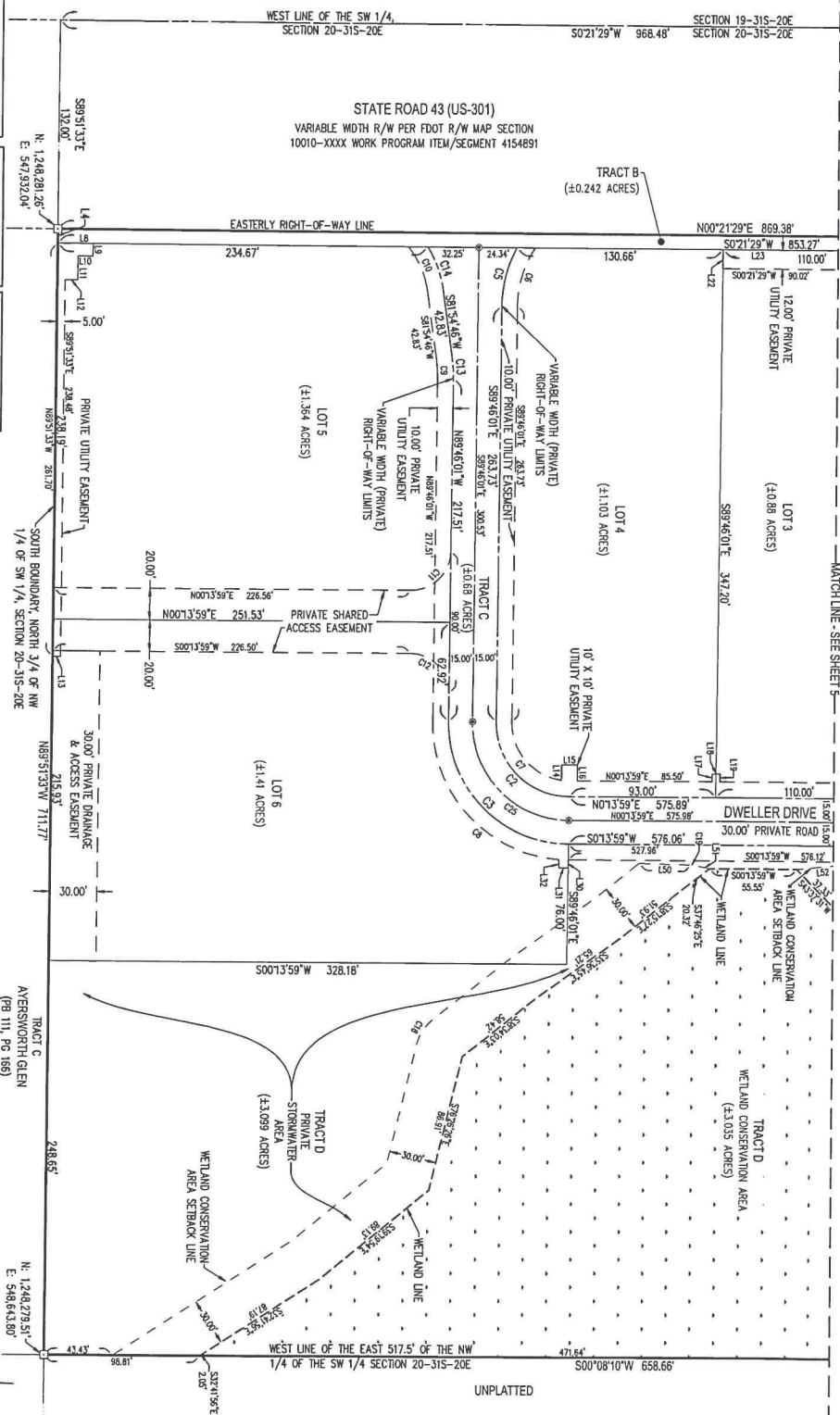
30

50 feet



A PORTION OF LAND LYING IN THE SW 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK ____ PAGE ____



CURVE TABLE

LINE TABLELINE TABLE

TAG	MODUS	ANGLE	LENGTH	BEARING	LENGTH
-----	-------	-------	--------	---------	--------

	BEARING	DISTANCE
TAG		

BEARING	DISTANCE
135°	1.00
225°	1.00
315°	1.00
45°	1.00
135°	1.00
225°	1.00
315°	1.00
45°	1.00

C3 77.00' 90°00'00" 120.95' S45°35'59"W 108.89'

LB N0021'29"E 22.44'

619 589.46.01 F 5.00

Case	Year	Age	Sex	Occupation	Education
1	1980	25	M	Teacher	High School
2	1981	30	F	Nurse	College
3	1982	35	M	Engineer	University
4	1983	40	F	Homemaker	High School
5	1984	45	M	Manager	College
6	1985	50	F	Retired	High School
7	1986	55	M	Farmer	High School
8	1987	60	F	Teacher	College
9	1988	65	M	Engineer	University
10	1989	70	F	Homemaker	High School
11	1990	75	M	Manager	College
12	1991	80	F	Retired	High School
13	1992	85	M	Farmer	High School
14	1993	90	F	Teacher	College
15	1994	95	M	Engineer	University

LN	589.5135E	8.00
----	-----------	------

L22	N89°45'54"W	12.00'
-----	-------------	--------

C7	37.00'	82°14'01"	53.10'	N49°06'58"E	48.66'
----	--------	-----------	--------	-------------	--------

L11	S8951'JSE	15.20'
-----	-----------	--------

U31	S007359"W	6.00'
-----	-----------	-------

Station	Time	Lat	Long	Depth	Temp	Sal	Stem	Wind	Wave	Pressure	Current	Remarks
C9	87.00'	67°13'	12.63'	S96.10°27.2'W	12.63'							

413	50006.05'W	5.00'
-----	------------	-------

151	51175.44"W	10.83'
-----	------------	--------

C10	31.00	31.22.04	31.21	S66°34'W	30.82
-----	-------	----------	-------	----------	-------

LI4	N89°46.01'W	9.66'
-----	-------------	-------

L52	S05°20'16"E	39.77'
-----	-------------	--------

C12	25.00'	90°00'00"	39.27'	S45°13'59"W	35.36'
-----	--------	-----------	--------	-------------	--------

L16 S89°46'01"E 10.00'

10

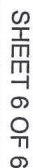
C14	67.00'	24.31'W	28.77'	S69.77/4.7W	28.50'
-----	--------	---------	--------	-------------	--------

DATE	W. E. D. CODE	NAME
------	---------------	------

1

C18	30.06°	375223"	19.83'	S573015E	19.47'
-----	--------	---------	--------	----------	--------

C25	62.00'	90°00'00"	97.39'	N45°13'59"E	87.68'
-----	--------	-----------	--------	-------------	--------



10



GFB | CLYMER
FARNER
BARLEY
SURVEYING

314 S. MISSOURI AVE, SUITE 101
CLEARWATER, FLORIDA 33756 (727) 519-1030 LB8498