BOARD OF PUBLIC WORKS AND SAFETY Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted: April 15, 2025 Meeting Date: April 21, 2025

Contact Information:

Requested by: Matt McElroy

On Behalf of Organization or Individual: Windstar Homes, LLC and Clayton

Properties Group dba Fisher Contracting & Excavating, LLC.

Telephone: 317-736-3631

Email address: mmcelroy@franklin.in.gov

Mailing Address: 70 E. Monroe Street, Franklin, IN 46131

Describe Request:

Request the following Letters of Credit, Surety Agreements, and Bonds be released for The Bluffs at Youngs Creek, Sec. 1, 2, 3, 4 & 5B:

Maintenance Letter of Credit & Subdivision Maintenance Surety Agreement – Sec. 1:

LOC #19083-10-1: Street trees, landscaping, & Street lights - \$15,125.00

LOC #19083-10-2: Sidewalks - \$20,836.50

LOC #19083-10-3: Survey Monuments & Street Signs - \$2,306.25

Maintenance Letter of Credit & Subdivision Maintenance Surety Agreement - Sec. 2:

LOC #19093-10-1: Street tees, landscaping, & Street lights - \$21,062.50

LOC #19093-10-2: Sidewalks - \$47,214.50

LOC #19093-10-3: Survey Monuments & Street Signs - \$3,050.00

Performance Bond – Sec. 3:

SU1176975: Earthwork & Erosion Control - \$289,421.70

Performance Bond – Sec. 4:

SU1188926: Earthwork & Erosion Control - \$384,855.90

Performance Letter of Credit & Subdivision Performance Surety Agreement – Sec. 5B:

LOC #6297-30-1: Erosion Control - \$224.047.86

Request the following Subdivision Performance & Maintenance Bonds be accepted for The Bluffs at Youngs Creek, Sec. 1, 2, 3, 4, 8, 5B.

Youngs Creek, Sec. 1, 2, 3, 4, & 5B:

Maintenance Bonds - Sec. 1:

268208: Street trees, landscaping, & Street lights - \$15,125.00

268209: Sidewalks - \$20,836.50

269435: Survey Monuments & Street Signs - \$2,306.25

Maintenance Bonds - Sec. 2:

269436: Street trees, landscaping, & Street lights - \$21,062.50

269437: Sidewalks - \$47,214.50

269438: Survey Monuments & Street Signs - \$3,050.00

Maintenance Bond - Sec. 3:

47SUR300214011216: Earthwork & Erosion Control - \$60,296.19

Maintenance Bond – Sec. 4:

47SUR300214011215: Earthwork & Erosion Control - \$80,178.31

Performance Bond – Sec. 5B

269439: Erosion Control - \$224,047.00

List Supporting Documentation Provided:

- 1. Letters of Credit and Agreements
- 2. Subdivision Performance & Maintenance Bonds

Who will present the request?

Name: Matt McElroy Telephone: 317-736-3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.



October 7, 2024

IRREVOCABLE LETTER OF CREDIT NO. 19083-10-1

City of Franklin 70 E. Monroe Street Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of <u>Windstar Homes LLC / Mark E. Alt, Principal</u> ("Developer"), for a sum or sums in United States of American Dollars not to exceed <u>Fifteen Thousand</u> One Hundred Twenty-Five and 00/100 DOLLARS (\$15,125.00), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the maintenance of <u>Street Trees</u>, <u>Landscaping & Street Lights</u> at <u>The Bluffs at Youngs Creek</u>, <u>Section 1</u>, located at Libra Drive, Ram Drive & Capricorn Drive, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of October 7, 2024, and shall expire on October 7, 2027 (3 years), but such expiration date shall be automatically extended for a period of one (1) year on October 7, 2027, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 19083-10-1".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 80 E. Jefferson Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerely

Robert D. Henderson Mutual Savings Bank

EVP and Chief Lending Officer

Attest:

Mutual Savings Bank

President and Chief Executive Officer

Subdivision Maintenance Surety Agreement

Project Name

Bluffs at Youngs Creek, Section 1

Improvements

Street Trees, Landscaping & Street Lights

11

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Windstar Homes LLC / Mark E. Alt as Principal

Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and

Surety Company Name Mutual Savings Bank

Surety Company Address <u>80 E. Jefferson Street, Franklin, IN 46131</u> as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of <u>Fifteen Thousand One Hundred Twenty-Five and 00/100</u> DOLLARS, <u>\$15,125.00</u> for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS <u>7th</u> DAY OF <u>October 2024</u>. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, <u>Windstar Homes LLC / Mark E. Alt, Principal</u> has installed and completed improvements of <u>Bluffs</u> at Youngs Creek, Section 1 Street Trees, <u>Landscaping & Street Lights</u>.

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if <u>Windstar Homes LLC / Mark E Altarincipal</u> at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

DV	Developer's Company Name	. , ,	LLC // // DOT	
BY:	Signature for Developer's Con Signatory Name & Title (printe		ager	
BY:	Surety Company Name Signature of Attorney-in-Fact Attorney-in-Fact (printed)		Sank The Control of t	******
Accept	ed by the Franklin Board of Pu	blic Works and Safety this	7 day of October, 202	4
Steve I	Barnett, Board Member T: Jan Jones, Glerk-Treasur	Ken Austin, Board Member	Tina Gross, Board Member	***********
Releas	ed by the Franklin Board of Pu	blic Works and Safety this	day of	, 20
Board	Member	Board Member	Board Member	
ATTES	:T-			
711120	Clerk-Treasurer			



October 7, 2024

IRREVOCABLE LETTER OF CREDIT NO. 19083-10-2

City of Franklin 70 E. Monroe Street Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of <u>Windstar Homes LLC / Mark E. Alt, Principal</u> ("Developer"), for a sum or sums in United States of American Dollars not to exceed <u>Twenty Thousand</u> <u>Eight Hundred Thirty-Six and 50/100</u> DOLLARS (\$20,836.50), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the maintenance of <u>Sidewalks</u> at <u>The Bluffs at Youngs Creek, Section 1</u>, located at Libra Drive, Ram Drive & Capricorn Drive, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of October 7, 2024, and shall expire on October 7, 2027 (3 years), but such expiration date shall be automatically extended for a period of one (1) year on October 7, 2027, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 19083-10-2".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 80 E. Jefferson Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerely,

Robert D. Henderson Mutual Savings Bank

EVP and Chief Lending Officer

Attest:

David Coffey Mutual Savings Bank

President and Chief Executive Officer

Subdivision Maintenance Surety Agreement

Project Name

Bluffs at Youngs Creek, Section 1

Improvements

Sidewalks

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Windstar Homes LLC / Mark E. Alt as Principal

Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and

Surety Company Name Mutual Savings Bank

Surety Company Address <u>80 E. Jefferson Street, Franklin, IN 46131</u> as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of <u>Twenty Thousand Eight Hundred Thirty-Six and 50/100</u> DOLLARS, <u>\$20,836.50</u> for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS <u>7th</u> DAY OF <u>October 2024</u>. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes LLC / Mark E. Alt, Principal has installed and completed improvements of Bluffs at Youngs Creek, Section 1 Sidewalks.

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if <u>Windstar Homes LLC / Mark E Alt, Principal</u> at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

	Clerk-Treasurer					
ATTES	T:					
Board I	Member	Board Mem	ber	В	Board Member	
Releas	ed by the Franklin Board of Pub	lic Works ar	nd Safety this	_ day of _		
*****	**************************************	! ******	********	******	*********	*******
ATTES	T: Jan Jones, Clerk-Treasure	nes				
Steve E	Barnett, Board Member	Ken Austin,	Board Member	Ti	ina Gross, Board Member	
Accept	ed by the Franklin Board of Pub	lic Works at	d Safety this	_ day of	Jun Sho	47
******	*********	*****		*******		**************************************
BY:	Surety Company Name Signature of Attorney-in-Fact Attorney-in-Fact (printed)		utual Savings Banl obert D. Hendersor	(0	Chief Lending Officer	
	Signatory Name & Title (printed	<i>'</i>		0	1	
BY:	Signature for Developer's Company Name (Signature for Developer's Company Name & Title (printed)	pany	ark E. Alt, Manage	91	tack Of	
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October 7, 2024

IRREVOCABLE LETTER OF CREDIT NO. 19083-10-3

City of Franklin 70 E. Monroe Street Franklin, IN 46131

City of Franklin Board of Public Works & Safety:



We hereby authorize you to value on us for the account of <u>Windstar Homes LLC / Mark E. Alt, Principal</u> ("Developer"), for a sum or sums in United States of American Dollars not to exceed <u>Two Thousand</u> <u>Three Hundred Six and 25/100</u> DOLLARS (\$2,306.25), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the maintenance of <u>Survey Monuments and Street Signs at The Bluffs at Youngs</u> Creek, Section 1, located at Libra Drive, Ram Drive & Capricorn Drive, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of October 7, 2024, and shall expire on October 7, 2027 (3 years), but such expiration date shall be automatically extended for a period of one (1) year on October 7, 2027, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. <u>19083-10-3</u>".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 80 E. Jefferson Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerety.

Robert D. Henderson Mutual Savings Bank

EVP and Chief Lending Officer

Attest:

David Coffey

Mutual Savings Bank President and Chief Executive Officer

Subdivision Maintenance Surety Agreement

Project Name Improvements Bluffs at Youngs Creek, Section 1
Survey Monuments and Street Signs

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Windstar Homes LLC / Mark E. Alt as Principal

Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and

Surety Company Name Mutual Savings Bank

Surety Company Address 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of <u>Two Thousand Three Hundred Six and 25/100</u> DOLLARS, <u>\$2,306.25</u> for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS <u>7th</u> DAY OF <u>October 2024</u>. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes LLC / Mark E. Alt, Principal has installed and completed improvements of <u>Bluffs</u> at Youngs Creek, Section 1 Survey Monuments and Street Signs.

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if <u>Windstar Homes LLC / Mark E Alt, Principal</u> at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

	Clerk-Treasurer			
ATTES	ST:			
Board	Member	Board Member	Board Member	
Releas	ed by the Franklin Board of Pu	blic Works and Safety this _	s day of, 20	
******	************	************	**************************************	***
ATTES	T: Jan Jones, <i>Olerk-Treasy</i> ir	er		
Steve I	Barnett, Board Member	Ken Austin, Board Membe	Tina Gross, Board Member	_
Accept	ed by the Franklin Board of Pul	blic Works and Safety this _	day of October, 2024	
*****	Attorney-in-Fact (printed) ************************************	************	**************************************	**1
BY:	Surety Company Name Signature of Attorney-in-Fact		s Bank (C) derson / EVP, Chief Lending Officer	
	Signatory Name & Title (printe	iviair L. Ait, Iviai	2 c	
BY:	Signature for Developer's Cor Signatory Name & Title (printe	mpany	Al Allt	
	Developer's Company Name	(printed) Windstar Homes	es LLC	



October 7, 2024

IRREVOCABLE LETTER OF CREDIT NO. 19093-10-1

City of Franklin 70 E. Monroe Street Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of <u>Windstar Homes LLC / Mark E. Alt, Principal</u> ("Developer"), for a sum or sums in United States of American Dollars not to exceed <u>Twenty-One</u> Thousand Sixty-Two and 50/100 DOLLARS (\$21,062.50), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the maintenance of <u>Street Trees, Landscaping & Street Lights</u> at <u>The Bluffs at Youngs Creek, Section 2</u>, located at Libra Drive, Constellation Way, Bellatrix Drive & Capricorn Drive, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of October 7, 2024, and shall expire on October 7, 2027 (3 years), but such expiration date shall be automatically extended for a period of one (1) year on October 7, 2027, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 19093-10-1".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 80 E. Jefferson Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerely,

Robert D. Henderson Mutual Savings Bank

EVP and Chief Lending Officer

Attest:

David Coffey

Mutual Savings Bank

President and Chief Executive Officer

Subdivision Maintenance Surety Agreement

Project Name

Bluffs at Youngs Creek, Section 2

Improvements

Street Trees, Landscaping & Street Lights

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Windstar Homes LLC / Mark E. Alt as Principal

Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and

Surety Company Name Mutual Savings Bank

Surety Company Address 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of <u>Twenty-One Thousand Sixty-Two and 50/100</u> DOLLARS, <u>\$21,062.50</u> for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS <u>7th</u> DAY OF <u>October 2024</u>. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes LLC / Mark E. Alt, Principal has installed and completed improvements of <u>Bluffs</u> at Youngs Creek, Section 2 Street Trees, Landscaping & Street Lights.

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if <u>Windstar Homes LLC / Mark E Alt. Principal</u> at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

BY:	Developer's Company Name (p. Signature for Developer's Com	•	Windstar Homes LLC		· 11 1 0	Of.	
	Signatory Name & Title (printed)		Mark E. Alt, Manager	r	May 4	<i>V</i>	
BY:	Surety Company Name Signature of Attorney-in-Fact Attorney-in-Fact (printed)		Mutual Savings Bank Robert D. Henderson	(Chief Lending Off	icer	
*****	**********	*****	*****	*****	*****	*******	***
Accept	ed by the Franklin Board of Publ	ic Works	and Safety his 7	day of_	Tind	1.20 <u>24</u>	
	Steve Barnett, Board Member Ken Austin, Board Member Tina Gross, Board Member ATTEST: Jan Jones, Clerk-Treasurer						
Released by the Franklin Board of Public Works and Safety this day of, 20							
Board I	Member I	Board Me	ember	-	Board Member		
ATTES	ATTEST:						
	Clerk-Treasurer						



October 7, 2024

IRREVOCABLE LETTER OF CREDIT NO. 19093-10-2

City of Franklin 70 E. Monroe Street Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of <u>Windstar Homes LLC / Mark E. Alt, Principal</u> ("Developer"), for a sum or sums in United States of American Dollars not to exceed <u>Forty-Seven</u> Thousand Two Hundred Fourteen and 50/100 DOLLARS (\$47,214.50), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the maintenance of <u>Sidewalks</u> at <u>The Bluffs at Youngs Creek, Section 2</u>, located at Libra Drive, Constellation Way, Bellatrix Drive & Capricorn Drive, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of October 7, 2024, and shall expire on October 7, 2027 (3 years), but such expiration date shall be automatically extended for a period of one (1) year on October 7, 2027, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 19093-10-2".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 80 E. Jefferson Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerely?

Robert D. Henderson Mutual Savings Bank

EVP and Chief Lending Officer

Attest:

David Coffey Mutual Savings Bank

President and Chief Executive Officer

Subdivision Maintenance Surety Agreement

Project Name

Bluffs at Youngs Creek, Section 2

Improvements

Sidewalks

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Windstar Homes LLC / Mark E. Alt as Principal

Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and

Surety Company Name Mutual Savings Bank

Surety Company Address 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Forty-Seven Thousand Two Hundred Fourteen and 50/100 DOLLARS, \$47,214.50 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS <u>7th</u> DAY OF <u>October 2024</u>. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, <u>Windstar Homes LLC / Mark E. Alt, Principal</u> has installed and completed improvements of <u>Bluffs</u> at Youngs Creek, <u>Section 2 Sidewalks</u>.

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if Windstar Homes LLC / Mark E Alt, Principal at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

	Developer's Company Name	(printed)	Windstar Homes LLC	2			
BY:	Signature for Developer's Con Signatory Name & Title (printe		Mark E. Alt, Manage	r	Mak Oli	4	_
BY:	Surety Company Name Signature of Attorney-in-Fact Attorney-in-Fact (printed)	*****	Mutual Savings Bank		Chief Lending Offic	cer	*****
Accep	ted by the Franklin Board of Pu	blic Works	s and Safety this 7	_ day of	Links	_,20 <u>24</u> Loss	_
Steve	Barnett, Board Member	Ken Aust	tin, Board Member		Tina Gross, Board N	1ember	
ATTES	ST: Jan Jones, Clerk-Treasur		*****	*****	*********	******	******
Releas	sed by the Franklin Board of Pu	blic Works	s and Safety this	_ day o	f	, 20	·
		5 111			De and Manchen		
Board	Member	Board Me	ember		Board Member		
ATTES	ST: Clerk-Treasurer						
	Glerk-Heasurer						



October 7, 2024

IRREVOCABLE LETTER OF CREDIT NO. 19093-10-3

City of Franklin 70 E. Monroe Street Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of <u>Windstar Homes LLC / Mark E. Alt, Principal</u> ("Developer"), for a sum or sums in United States of American Dollars not to exceed <u>Three Thousand</u> Fifty and 00/100 DOLLARS (\$3,050.00), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the maintenance of <u>Survey Monuments and Street Signs</u> at <u>The Bluffs at Youngs Creek, Section 2</u>, located at Libra Drive, Constellation Way, Bellatrix Drive & Capricorn Drive, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of October 7, 2024, and shall expire on October 7, 2027 (3 years), but such expiration date shall be automatically extended for a period of one (1) year on October 7, 2027, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. <u>19093-</u> 10-3".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 80 E. Jefferson Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Sincerely,

Robert D. Henderson Mutual Savings Bank

EVP and Chief Lending Officer

Attest:

David Coffey Mutual Savings Bank

President and Chief Executive Officer

Subdivision Maintenance Surety Agreement

Project Name Improvements Bluffs at Youngs Creek, Section 2
Survey Monuments and Street Signs

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Windstar Homes LLC / Mark E. Alt as Principal

Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and

Surety Company Name Mutual Savings Bank

Surety Company Address <u>80 E. Jefferson Street, Franklin, IN 46131</u> as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of <u>Three Thousand Fifty and 00/100</u> DOLLARS, <u>\$3,050.00</u> for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS <u>7th</u> DAY OF <u>October 2024</u>. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, <u>Windstar Homes LLC / Mark E. Alt, Principal</u> has installed and completed improvements of <u>Bluffs</u> at Youngs Creek, Section 2 Survey Monuments and Street Signs.

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if <u>Windstar Homes LLC / Mark E Alt. Principal</u> at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

	Clerk-Treasurer		
ATTES			
Board I	Member Boa	ard Member	Board Member
Releas	ed by the Franklin Board of Public \	Works and Safety this day o	
******	******	***********	***************
ATTES	T: Jan Jones, Clerk-Treasurer		
	Oan Oan	Austin, Board Wiember	Tha Gross, Board Monison
Stove	Barnett, Board Member Ken	Austin, Board Member	Tina Gross, Board Member
Accept	ed by the Franklin Board of Public V	day o	Yes Was
*******	ed by the Franklin Board of Public V	Norks and Safety this 7 day o	cotober, 2024
	Attorney-in-Fact (printed)	Robert D. Henderson / EVF	P, Chief Lending Officer
BY:	Surety Company Name Signature of Attorney-in-Fact	Mutual Savings Bank	ly
	Signatory Name & Title (printed)	Walk E. Art, Wallager	7
BY:	Signature for Developer's Compar Signatory Name & Title (printed)	Mark E. Alt, Manager	Mark Old
	Developer's Company Name (print	ted) Windstar Homes LLC	1



210 Hudson Street, Suite 300 Jersey City, NJ 07311 -1107

Subdivision Performance Bond

Bond Number

SU1176975

		Project Name	The Bluffs at Youngs Creek, Section 3 Earthwork and Erosion Control
		Improvements	Lattiwork and Erosion Control
Develo Develo Surety Surety bound	LL MEN BY THESE PRESENTS per's Company Name Windstar I per's Company Address 5374 Ca Company Name Arch Insurance Company Address 210 Hudson unto the City of Franklin, Indiana RS, \$289,421.70 strators and assigns.	Homes, LLC ayman Drive, Carmel, IN 4 Company Street, Suite 300, Jersey C , in the penal sum of Two h	as Principal
ABOVE	SEALED AND DATED THIS 6 OBLIGATION ARE SUCH THA		nuary, 20_22 . THE CONDITIONS OF THE
have n	WHEREAS, The B ot been improved as required by	luffs at Youngs Creek, Se the regulations and proce	ection 3 - Earthwork and Erosion Control dures of the City of Franklin, Indiana.
regulat and sh comple being i Indiana perforn	The Bluffs at Youngs Creek, Sec gulations of the City of Franklin ions of the City of Franklin, India all pay and save the City of Fran tion of said work, by reason of the n violation of the requirements of the controlling such work, then this	ction 3 - Earthwork and Er I, Indiana, and comply we na, in relation to the mode hklin, Indiana, against lose the manner in which said we of any law of the State of obligation to be void; oth in full force and effect up	shall construct said rosion Control according to specifications with all the provisions of the ordinances, rules and e, manner or form in which said work shall be done, as of damage which may arise by reason of delay in work is done or the quality of the materials furnished of Indiana, or any ordinance of the City of Franklin, there is the provision of the said work is done or the quality of the materials furnished of Indiana, or any ordinance of the City of Franklin, there is the said remain in full force and effect. This intil such time it is officially released by the Board of
BY:	Developer's Company Name (p Signature for Developer's Comp Signatory Name & Title (printed	pany - ///wh	h UI
BY:	Surety Company Name Signature of Attorney-in-Fact Attorney-in-Fact (printed)	Arch Insurance Robert L. Sherfi	ck ************************************
A	ed by the Franklin Board of Publi Barnett, Board Member	Ω_1	day of Survivary 20 22 20 22 Survivary Bob Swinehamer, Board Member
ATTES	T: Jayre Rh. Javie Rhoades, Clerk-Trea	ordes.	
******* Releas	· **************	*****	**************************************
Board	Member E	Board Member	Board Member
ATTES	ST:		

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jason D. McEldowney, John W. Hannon, III and Robert L. Sherfick of Carmel, IN (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00) This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 17th day Insurance C of December, 2021.

> SEAL 1977

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

Missouri I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Scal MICHELE TRIPODI, Notary Public Philadelphia County My Commission Expires Ady 31, 2025 Commission Number 1168622

Stephen C. Ruschak, Executive Vice President

Arch Insurance Company

Michele Teipodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 17, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 6 day of day of

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division

3 Parkway, Suite 1500 Philadelphia, PA 19102 CURPURATE SEAL 1971 Missouri.

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



210 Hudson Street, Suite 300 Jersey City, NJ 07311 -1107

SU1188926

Subdivision Performance Bond

Bond Number

		Project Name Improvements	The Bluffs at Youngs Creek, Section 4 Earthwork and Erosion Control
		•	
Develor Develor Surety Surety bound DOLL admin	l unto the City of Franklin, India ARS, \$384,855.90 istrators and assigns.	car Homes, LLC Cayman Drive, Carmel, IN 4 ce Company on Street, Suite 300, Jersey Cona, in the penal sum of Three for the payment of	as Principal
ABOV	'E OBLIGATION ARE SUCH TH	HAI:	
have r			ection 4 - Earthwork and Erosion Control edures of the City of Franklin, Indiana.
regula and sl compl being Indian perfor Public	egulations of the City of Franklin, Inchall pay and save the City of Fedion of said work, by reason of in violation of the requirement a, controlling such work, then the Works and Safety, City of Frankling Such work of Frankling Such works and Safety, City of Frankling, Inchall works and Safety, City of Frankling, Inchall works and Safety Such works and Safe	klin, Indiana, and comply with diana, in relation to the mode ranklin, Indiana, against lose of the manner in which said was of any law of the State of his obligation to be void; other in full force and effect unklin, Indiana. (printed) Windstar Homes	with all the provisions of the ordinances, rules and the manner or form in which said work shall be done as of damage which may arise by reason of delay work is done or the quality of the materials furnished for Indiana, or any ordinance of the City of Franklin nerwise to be and remain in full force and effect. The intil such time it is officially released by the Board est.
BY:	Signature for Developer's Co Signatory Name & Title (print	, , , , , ,	ging Member
BY:	Surety Company Name Signature of Attorney-in-Fact Attorney-in-Fact (printed) ***********************************	Robert L. Sherfic	
یح	he Butt	LX X	Boll hugher
ATTE	ST: Jayre Rhoades, Clerk-Tr	KEN AUSTIN, Board M. WADUS— reasurer	
Relea	sed by the Franklin Board of Pu	iblic Works and Safety this _	day of 20
Board	Member	Board Member	Board Member
ATTE	ST:		

Clerk-Treasurer

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jason D. McEldowney, John W. Hannon, III and Robert L. Sherfick of Paris, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 18th day rigurance of August, 2022.

> CORPORATE SEAL

Attested and Certified

Regan X. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Missouri

Commonwealth of Pennsylvania - Notary Seal NICHELE TRIPODI, Hotary Public Philadelphia County My Commission Expires July 31, 2025

ripodi, Notary Public My commission expires 07/31/2025

Stephen C. Ruschak, Executive Vice President

Arch Insurance Company

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 18, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 2 day of North 3 fr 20 22

Regen A. Shulman, Secretary

CURPORAL

1971

Missouri

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division 3 Parkway, Suite 1500

Philadelphia, PA 19102

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Printed in U.S.A. AICPOA040120



July 1, 2024

IRREVOCABLE LETTER OF CREDIT NO. 6297-30-1

City of Franklin 70 E. Monroe Street Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of Windstar Homes LLC / Mark E Alt, Principal ("Developer"), for a sum or sums in United States of American Dollars not to exceed Two Hundred Twenty Four Thousand Forty Seven and 86/100 DOLLARS (\$224,047.86), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the installation of Erosion Control at Bluffs at Youngs Creek, Section 5B, located at Nineveh Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of July 1, 2024, and shall expire on July 1, 2026 (2 years), but such expiration date shall be automatically extended for a period of one hundred eighty (180) days on July 1, 2026, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 6297-30-1".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: Rob Henderson, Executive Vice President, Mutual Savings Bank, 80 E. Jefferson Street, Franklin, IN 46131, mentioning our reference number as it appears.

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and Letter of Credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

Robert D. Henderson Mutual Savings Bank

EVP and Chief Lending Officer

Attest:

David A. Coffey Mutual Savings Bank

President and Chief Executive Officer

Accepted by BOW August 5, 2024

Subdivision Performance Surety Agreement

Bond Number 6297-30-1

Project Name Bluffs at Youngs Creek, Section 5B

Improvements Erosion Control

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name WINDSTAR HOMES LLC / MARK E ALT as Principal

Developer's Company Address 5374 CAYMAN DR., CARMEL, IN 46033 and

Surety Company Name MUTUAL SAVINGS BANK

Surety Company Address 80 E JEFFERSON ST., FRANKLIN, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of TWO HUNDRED TWENTY FOUR THOUSAND FORTY SEVEN AND 86/100 DOLLARS (\$224,047.86) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS $1^{\rm ST}$ DAY OF $\underline{\rm JULY}, 2024$. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, <u>BLUFFS AT YOUNGS CREEK SECTION 5B EROSION CONTROL</u> have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said WINDSTAR HOMES LLC / MARK E ALT shall construct said EROSION CONTROL according to specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work, by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance bond shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of Franklin, Indiana.

Developer's Company Name (printed) WINDSTAR HOMES LLC Signature for Developer's Company MARK E ALT, MANAGER Signatory Name & Title (printed) MUTUAL SAVINGS BANK Surety Company Name BY: Signature of Attorney-in-Fact ROBERT D HENDERSON, Attorney-in-Fact (printed) Accepted by the Franklin, Board of Public Works and Safety this day of Ken Austin, Board Member Steve Barnett, Board Member ATTEST: Released by the Franklin Board of Public Works and Safety this ____ day of _ Board Member Board Member Board Member ATTEST: Clerk-Treasurer



Subdivision Maintenance Bond

		Bond Number Project Name Improvements	268208 The Bluffs at Youngs O Trees, Landscape, Lig	
Develo Develo Surety Surety bound		tar Homes, LLC 4 Cayman Drive, Carmel, IN 1 Irance Company 1 Iranboat Road, Greenwich, Company 1 of Franklin, Irandred Twenty Five and No/100	46033 T 06830 as Indiana, in the	
ABOVI	SEALED AND DATED THIS E OBLIGATION ARE SUCH T	<u>10th</u> DAY OF	april , 20 <u>25</u> .	THE CONDITIONS OF THE
	WHEREAS,Wi	ndstar Homes, LLC at Youngs Creek, Section 1 -	has installed and c Trees, Landscape, Light	ompleted improvements of
accept	NOW, THEREFORE, warra standards, specifications, Windstar Homes, LLC cance by the City of Franklin per workmanship or materials, fect.	and requirements of, at its own exp , Indiana, shall make all re	the City of Frai ense for a period of thre epairs which may becom	nklin, Indiana, and if e (3) years from the date of ne necessary by reason of
Safety additio	It is a further condition of thi within the stated three (3) yonal one hundred and eighty (1	s bond that if it is not release ears from the date of acce 80) day period.	ed by official action of the otance, such term shall	Board of Public Works and automatically extend for an
BY:	Developer's Company Name Signature for Developer's Co Signatory Name & Title (prin	ompany	e flet	mber
BY:	Surety Company Name Signature of Attomey-in-Fac Attorney-in-Fact (printed)	Robert L. Sheri	/	**********
Accept	ted by the Franklin Board of P	ublic Works and Safety this _	day of	, 20
Steve	Barnett, Board Member	Ken Austin, Board Membe	er Tina Gross, E	Board Member
ATTES	ST: Jan Jones, Clerk-Treasu ***********************************	*********	********	
Poord	Member	Board Member	 Board Memb	er
ATTES		Board Member		. .

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jason McEldowney; John Hannon, III; or Robert Sherfick of Dimond Bros. Insurance, LLC of Carmel, IN its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000,00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its

corporate seal hereunto affixed this 1st day of June 2023 . Berkley Insurance Company Attest: MSURANCE DAPORGE SEAL Jeffrey M. Hafter Ira S. Lederman 1975 Executive Vice President & Secretary OFLAWARE

STATE OF CONNECTICUT) COUNTY OF FAIRFIELD

1975 GELAWARE

2023, by Ira S. Lederman Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of June and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES respectively, of Berkley Insurance Company.

Notary Public, State of Connecticut APRIL 30, 2024

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of

Attorney is at sched, is in full force and effect as of this date.

Source under my hand and seal of the Company, this 10th day of SEAL

Vincent P. Forte



Subdivision Maintenance Bond

		Bond Number	268209
		Project Name	The Bluffs at Youngs Creek, Section 1 Sidewalks
		Improvements	Sidewalks
(NOW	ALL MEN BY THESE PRESEN	TS, that We, the undersigne	d.
	oper's Company Name Windst		as Principal
Devel	oper's Company Address 5374	Cayman Drive, Carmel, IN	46033 and
Suret	y Company Name Berkley Insu	rance Company	
Suret	y Company Address 475 Stea	mboat Road, Greenwich, C	Γ 06830 as Surety are held and firmly
bound	,	•	idiana, in the penal sum o
		ndred Thirty Six and 50/100	DOLLARS, (\$20,836.50
for the	e payment of which we bind our	selves, our heirs, executors,	administrators and assigns.
ABOV	SEALED AND DATED THIS /E OBLIGATION ARE SUCH TI		pril , 20 <u>25</u> . THE CONDITIONS OF THE
		ndstar Homes, LLC Bluffs at Youngs Creek, Se	has installed and completed improvements oction 1 - Sidewalks
			
	· · · · · · · · · · · · · · · · · · ·		materials used in the work to be in accordance with
the	standards, specifications,	and requirements of	the City of Franklin, Indiana, and i
	Windstar Homes, LLC	, at its own expe	ense for a period of three (3) years from the date o
accep	nor workmanship or materials	then this obligation to be no	pairs which may become necessary by reason oull and void, otherwise to be and remain in full force
and e		then this obligation to be no	and void, otherwise to be and remain in fair loret
and e	neot.		
	It is a further condition of this	s bond that if it is not release	ed by official action of the Board of Public Works and
Safety			stance, such term shall automatically extend for ar
	onal one hundred and eighty (1		
			1
	Developer's Company Name		s, LC/
BY:	Signature for Developer's Co		Differ 1
	Signatory Name & Title (print	ted) Mary	k HIT member
	Sunatu Cananana Mana	Berklevinsuran	ce Company
DV:	Surety Company Name		Ce Company
BY:	Signature of Attorney-in-Fact Attorney-in-Fact (printed)	Robert L. Sherfi	CK
*****	Allomey-iii-i act (primed)	11/1/1	******************
Accer	oted by the Franklin Board of Pu	ublic Works and Safety this	day of, 20
71000	otod by the Frankin Beard of Fra		
Steve	Barnett, Board Member	Ken Austin, Board Membe	r Tina Gross, Board Member
ATTE	ST:		
	Jan Jones, Clerk-Treasu	rer	
*****	**********	********	******************
Relea	ised by the Franklin Board of Pi	iblic Works and Safety this	day of, 20
110100	ioda by allo i falliani Board of the		
Board	l Member	Board Member	Board Member
ATTE			
	Clerk-Treasurer		

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jason McEldowney; John Hannon, III; or Robert Sherfick of Dimond Bros. Insurance, LLC of Carmel, IN its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

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IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its

corporate seal hereunto affixed this 1st day of June 2023 . Berkley Insurance Company Attest: MSURANCE ORPOR42 SEAL Jeffrey M. Hafter Ira S. Lederman 1975 Vice President Executive Vice President & Secretary **CELNWARE**

STATE OF CONNECTICUT)) ss: COUNTY OF FAIRFIELD

1975 OFLAWARE

Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of 2023, by Ira S. Lederman June and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT respectively, of Berkley Insurance Company.

MY COMMISSION EXPIRES
APAIL 30, 2024 Notary Public, State of Connecticut

CERTIFICATE

L, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney, that said Power of Attorney has not been revoked or rescinded

SEAL

Vincent P. Forte



Subdivision Maintenance Bond

Bond Number

		Project Name	The Bluffs at Youngs Creek, Section 1
		Improvements	Monuments, Street Signs
/NIO\//	ALL MEN BY THESE PRESE	NTS that Wa the undersian	ad.
	oper's Company Name Wind		as Principal
Devel	oper's Company Address 53	74 Cavman Drive, Carmel, IN	
Suret	y Company Name Berkley Ins	surance Company	and and
Suret	y Company Address 475 Ste	eamboat Road, Greenwich, C	T 06830 as Surety are held and firmly
bound			ndiana, in the penal sum of
	,	Hundred Six and 25/100	DOLLARS, (\$2,306.25
for the	e payment of which we bind o		
	SEALED AND DATED THE	S 10th DAY OF	April , 20_25 . THE CONDITIONS OF THE
ABOV	E OBLIGATION ARE SUCH		
	WHEREAS,W	/indstar Homes, LLC	has installed and completed improvements of
		at Youngs Creek, Section 1	
	NOW THEREFORE warr	ants its workmanship and all	materials used in the work to be in accordance with
the	standards, specifications,		
	Windstar Homes, LLC	at its own exp	pense for a period of three (3) years from the date of
accep	tance by the City of Frankli	n, Indiana, shall make all r	epairs which may become necessary by reason of
impro	per workmanship or materials	s, then this obligation to be r	ull and void, otherwise to be and remain in full force
and e	ffect.		
			and the section of the Depart of Dublic Mandes and
0-6-6			ed by official action of the Board of Public Works and
			ptance, such term shall automatically extend for an
addilli	onal one hundred and eighty ((180) day period.	
	Developer's Company Nan	ne (printed) Windstar Home	es, LLC /
BY:	Signature for Developer's (is deg
	Signatory Name & Title (pri		rk Hit member
		BerkleyInsura	ace Company
BY:	Surety Company Name Signature of Attomey-in-Fa	/	ice company
ы.	Attorney-in-Fact (printed)	Robert L. Sher	fick
*****	**************************************	*********	*****************
Accer	oted by the Franklin Board of I	Public Works and Safety this	_ day of, 20
		,	
Steve	Barnett, Board Member	Ken Austin, Board Memb	er Tina Gross, Board Member
	<u> </u>	,	9
ATTE			
	Jan Jones, Clerk-Treas	surer	
*****	*******	*********	*****************
Relea	sed by the Franklin Board of	Public Works and Safety this	day of, 20,
	•		
Board	l Member	Board Member	Board Member
	0.7		
ATTE	ST: Clerk-Treasurer		
	\ \\C(\n = \) \C(\n \) \\ \C(\n \)		

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jason McEldowney; John Hannon, III; or Robert Sherfick of Dimond Bros. Insurance, LLC of Carmel, IN its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

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IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of June 2023 Berkley Insurance Company Attest NSURANCE PRPORA SEAL Jeffrey M. Hafter Ira S. Lederman 1975 Viçe President Executive Vice President & Secretary OFLAWARE STATE OF CONNECTICUT COUNTY OF FAIRFIELD 2023, by Ira S. Lederman Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of June and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT respectively, of Berkley Insurance Company. MY COMMISSION EXPIRES
APRIL 30, 2024 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HERBBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

SEAL 12 | SEAL 1

SEAL 1975 OFLAWARE

Vincent P. Forte



Subdivision Maintenance Bond

Bond Number

Project Name

269436

The Bluffs at Youngs Creek, Section 2

			Improvements	Trees, La	andscape, Ligi	hts	
ZNIONAL	ALL MEN DV THE	SE PRESENTS, that W	lo the undersians	ad.			
		ame Windstar Homes,		u,		as Principa	1
		ddress 5374 Cayman I		46033		and	
Suret	v Company Name	Berkley Insurance Com	npany				
Suret	Company Addres	ss 475 Steamboat Roa	ad, Greenwich, C	T 06830	as	Surety are	held and firmly
bound		,	·	ndiana,	in the	penal	sum of
		e Thousand Sixty Two			OLLARS, (\$,062.50
for the	e payment of which	we bind ourselves, our	r heirs, executors,	administrat	ors and assig	ns.	
ABOV	SEALED AND DA E OBLIGATION AF	ATED THIS <u>10th</u> DAY RE SUCH THAT:	OF	April	, 20 <u>_25</u> 1	THE COND	ITIONS OF THE
	WHEREAS,	Windstar Hom The Bluffs at Youngs	nes, LLC Creek, Section 2				mprovements of
the accep	standards, spec Windstar Ho tance by the City	omes, LLC of Franklin, Indiana,	quirements of _, at its own exp shall make all re	the City ense for a p epairs which	y of Frar period of three n may becom	nklin, Ind e (3) years ne necessa	iana, and it from the date of ry by reason of
impro and e		r materials, then this o	obligation to be n	uli and void	, otherwise to	be and rei	nam in iuii iorce
	within the stated	dition of this bond that three (3) years from nd eighty (180) day pe	the date of acce	ed by officia ptance, suc	l action of the h term shall a	Board of P automatical	ublic Works and ly extend for an
BY:		npany Name (printed) veloper's Company & Title (printed)	Windstar Home	ELE A	f m	omb.	e/
	Surety Company	,,	Berkley insurar	ce Compan	V•		
BY:	Signature of Atto		Deligination)	,		*
DI.	Attorney-in-Fact	-	Robert L. Sheri	ick		_	
*****	******	*******	**********	******	******	******	******
Accep	oted by the Franklin	Board of Public Works	s and Safety this ₋	day of		, 20	<u> </u>
-			C. D. IAA		Time Owner 5	a a rel Marse	
Steve	Barnett, Board Me	mber Ken Aus	tin, Board Membe	er	Tina Gross, E	soara ivierni	oer .
ATTE	ST:						
	Jan Jones, C	Clerk-Treasurer	*******			******	*****
Kelea	ised by the Franklin	Board of Public Work	s and Salety this	day 0		, 20	
Board	d Member	Board M	lember		Board Membe	er	
∧ ⊤ ⊤ □	ect.						
ATTE	Clerk-Treasu						

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jason McEldowney; John Hannon, III; or Robert Sherfick of Dimond Bros. Insurance, LLC of Carmel, IN its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its 2023 corporate seal hereunto affixed this 1st day of June Attest: Berkley Insurance Company MSLIRANCE ORPORAL. SEAL Jeffrey M. Hafter Ira S. Lederman 1975 Executive Vice President & Secretary Vice President CHLAWARE STATE OF CONNECTICUT) COUNTY OF FAIRFIELD Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of June 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN respectively, of Berkley Insurance Company. NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES Notary Public, State of Connecticut APRIL 30, 2024

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Careful under my hand and seal of the Company, this 10th day of

SEAL 1975 OFLAWARE

Vincent P. Forte



Subdivision Maintenance Bond

Bond Number

			Project Name		fs at Youngs C	reek, Section	on 2
			Improvements	Sidewall	KS		_
NOW.	ALL MEN BY THESE PRESE	NTS, that W	e. the undersiane	ed.			
Devel	oper's Company Name Winds	star Homes,	LLC			as Principal	
Devel	oper's Company Address 537	'4 Cayman [Drive, Carmel, IN	46033		and .	
Suret	y Company Name Berkley Ins	urance Com	pany				
Suret	y Company Address 475 Ste	amboat Roa	d, Greenwich, C	T 06830	as	Surety are	held and firmly
bound	-			ndiana,	in the	penal	sum of
	Forty Seven Thousand Two				DOLLARS, (\$	47,	214.50)
for the	e payment of which we bind ou				itors and assig	ns.	
	SEALED AND DATED THIS	S 10th DAY	OF A	April	20 25 .]	THE CONDI	TIONS OF THE
ABOV	/E OBLIGATION ARE SUCH			1			
			ies, LLC ′oungs Creek, Se			ompleted in	nprovements of
	NOW, THEREFORE, warra						iccordance with
the	standards, specifications,	and red		the Ci			ana, and if
	Windstar Homes, LLC		_, at its own exp	ense for a	period of three	e (3) years f	rom the date of
accep	tance by the City of Franklin	n, Indiana,	shall make all re	epairs which	th may becom	e necessar	y by reason of
	per workmanship or materials	, then this c	bligation to be n	uii and void	a, otherwise to	be and rem	iain in full force
and e	ffect.						
	ta in a fourth on a mulition of the	لعطل لمقمط ما	if it is not rologo	ad by officia	al action of the	Board of Pu	ublic Marke and
Cafat	It is a further condition of the within the stated three (3)	us bond that	the date of acce	ed by official	ch term shall :	Board or Fit	v extend for an
	y within the stated three (3) you			plance, sui	on term snan	automatican	, extend for an
addilli	onal one nundred and eighty (100) day pei	nou.				
	Developer's Company Nam	ie (printed)	Windstar Home	sAKC.	1 /		
BY:	Signature for Developer's C		MARI	LIKE	1	1	
D 1.	Signatory Name & Title (prin		11/10/	-K H	1+ 11	10 0164	OF
					7. 7.		
	Surety Company Name		Berkley Insurar	ice Compai	ny		
BY:	Signature of Attomey-in-Fa	ct S	100				
***	Attorney-in-Fact (printed)	*****	Robert L. Sherf		*****	******	*******
A 000 P	oted by the Franklin Board of F						
Accep	oted by the Franklin board or F	-ublic vvoiks	and dalety this	day c	'\ <u>-</u>	, 20	
04	Down H. Doord March or	- Wan Aug	tin, Board Membe		Tina Gross, E	Roard Mamh	
Steve	Barnett, Board Member	Nen Ausi	ин, воага тенье	71	Tiria Gross, L	odia Memb	C)
ATTE	:CT-						
AIIE	Jan Jones, Clerk-Treas	urer					
	****************************			******	*******	*****	*******

Relea	ased by the Franklin Board of F	Public Works	s and Safety this	day d	of	, 20_	
Board	d Member	Board M	ember		Board Memb	er	
ATTE							
	Clerk-Treasurer						

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jason McEldowney; John Hannon, III; or Robert Sherfick of Dimond Bros. Insurance, LLC of Carmel, IN its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its June 2023 . corporate seal hereunto affixed this 1st day of Berkley Insurance Company Attest: MSURANCE DRPORAL SEAL M Hafter Ira S. Lederman 1975 ice President Executive Vice President & Secretary CELAWARE STATE OF CONNECTICUT) COUNTY OF FAIRFIELD

2023, by Ira S. Lederman Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of June and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN respectively, of Berkley Insurance Company. NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES

CERTIFICATE

APHIL 30, 2024

capon under my hand and seal of the Company, this 10th day of

SEAL 1975 DELAWARE

L the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney of attached, is in full force and effect as of this date.

Vincent P. Forte

Notary Public, State of Connecticut



Subdivision Maintenance Bond

			Bond Number Project Name Improvements	The Bluf	fs at Youngs 0 ents, Street Sig		_2
Devel Devel Surety	oper's Company . oper's Company . / Company Name	Name Windstar F Address 5374 Ca Berkley Insuran	ayman Drive, Carmel, I ce Company	N 46033		as Principal and	
bound	l unto t	he City ree Thousand Fift		Indiana,	in the DOLLARS, (\$		sum of
for the	e payment of whic	ch we bind ourselv	ves, our heirs, executo	rs, administra	tors and assig	ns.	
ABOV		DATED THIS <u>10</u> ARE SUCH THAT	th_DAY OF T:	April	, 20 <u>25</u> . ⁻	THE CONDITI	ONS OF THE
<u></u>	WHEREAS, _		ar Homes, LLC oungs Creek, Section		stalled and c ts, Street Sign		rovements of
the accep improj	standards, sp <u>Windstar</u> tance by the Cit per workmanship	ecifications, an Homes, LLC y of Franklin, In	ts workmanship and a d requirements o , at its own eduina, shall make all n this obligation to be	of the Cit expense for a prepairs which	y of Fran period of three h may becom	nklin, Indian e (3) years fro ne necessary	a, and it m the date of by reason of
	within the state	ondition of this bo d three (3) years and eighty (180)	and that if it is not release from the date of acc day period.	ased by officia ceptance, suc	al action of the th term shall	Board of Pub automatically	lic Works and extend for an
BY:	Signature for D	ompany Name (pr Developer's Comp e & Title (printed)	any _//d	mes/LC/	et u	nembe	<u> </u>
BY:	Surety Compai Signature of At Attorney-in-Fac	tomey-in-Fact	Berkley Insur Robert L. She		• ny	*****	******
Accep	ted by the Frankl	in Board of Public	Works and Safety thi	s day o	f	, 20	<u> </u>
Steve	Barnett, Board N	lember K	en Austin, Board Mem	ber	Tina Gross, E	Board Member	
ATTE	ST: Jan Jones,	Clerk-Treasurer		-			
			c Works and Safety thi				
Board	l Member		oard Member		Board Membe	er	
ATTE	ST:	surer					

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jason McEldowney; John Hannon, III; or Robert Sherfick of Dimond Bros. Insurance, LLC of Carmel, IN its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its 2023 corporate seal hereunto affixed this 1st day of June Berkley Insurance Company Attest: MSURANCE ORPORA, SEAL Jeffrey M. Hafter Ira S. Lederman 1975 Executive Vice President & Secretary ice President OFLAWARE STATE OF CONNECTICUT) COUNTY OF FAIRFIELD) 2023 , by Ira S. Lederman Sworn to before me, a Notary Public in the State of Connecticut, this 1st day of June and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN respectively, of Berkley Insurance Company. NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES Notary Public, State of Connecticut APHIL 30, 2024

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney attached, is in full force and effect as of this date.

one of the Company, this 10th day of

SEAL 1975 OFLAWARE

Vincent P. Forte



Subdivision Maintenance Bond

Bond Number

47SUR300214011216

Project Name

Bluffs at Young's Creek - Section 3

Improvements

Earthwork, Erosion Control

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Clayton Properties Group dba Fisher Contracting & Excavating LLC as Principal

Developer's Company Address 819 East Park Street Trafalgar, IN 46181 and

Surety Company Name Berkshire Hathaway Specialty Insurance Company

Surety Company Address 1314 Douglas Street, Suite 1400, Omaha, NE 68102 - 1944 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Sixty Thousand Two Hundred Ninety Six and 19/100 DOLLARS, (\$60,296.19) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 4th DAY OF April, 2025. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, <u>Clayton Properties Group dba Fisher Contracting & Excavating LLC</u> has installed and completed improvements of <u>Bluffs at Young's Creek - Section 3 - Earthwork, Erosion Control.</u>

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if <u>Clayton Properties Group dba Fisher Contracting & Excavating LLC</u>, at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this bond that if it is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

BY:	Developer's Company Name Signature for Developer's Cor Signatory Name & Title (printe	mpany	Group dba Fisher	Contracting & Excavating LLC	ì
BY:	Surety Company Name Signature of Attorney-in-Fact Attorney-in-Fact (printed)	Berkshire Hathaway Jessica Hernandez	lernomo	nce Company	e:*
Accept	ted by the Franklin Board of Pu	blic Works and Safety this	_ day of	, 20,	
Steve	Barnett, Board Member	Ken Austin, Board Member	Tina Gros	s, Board Member	-
***************************************	Jan Jones, Clerk-Treasur		 	**************************************	c**
Board	Member	Board Member	Board Me	mber	
ATTES	ST: Clerk-Treasurer				

or via mail.

via fax to (617) 507-8259,

toli free number at (855) 453-9675, via email at chaimsnotice@bhspecialty.com,

our 24-hour

us on

us of a claim please contact

To notify

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Jessica Hernandez, Josefina Rojo, John P. Harney, Jacquelyn M. Norstrom, Haley Anderson, Matthew Labno, Melissa Heffernan, 353 N. Clark Street of the city of Chicago, State of Illinois, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorneyin-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By:

David Fields, Vice President

NATIONAL INDEMNITY COMPANY,

NATIONAL LIABILITY & FIRE INSURANCE COMPANY,



By:

David Fields, Executive Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies. [Notary Seal]





Notary Public

I, Raiph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 4, 2025.







Ralph Tortorella, Officer

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



Subdivision Maintenance Bond

Bond Number

47SUR300214011215

Project Name

Bluffs at Young's Creek - Section 4

Improvements

Earthwork, Erosion Control

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

Developer's Company Name Clayton Properties Group dba Fisher Contracting & Excavating LLC as Principal

Developer's Company Address 819 East Park Street Trafalgar, IN 46181 and

Surety Company Name Berkshire Hathaway Specialty Insurance Company

Surety Company Address 1314 Douglas Street, Suite 1400, Omaha, NE 68102 - 1944 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of *Eighty Thousand One Hundred Seventy Eight and 31/100* DOLLARS, (\$80,178.31) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 4th DAY OF April, 2025. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, <u>Clayton Properties Group dba Fisher Contracting & Excavating LLC</u> has installed and completed improvements of <u>Bluffs at Young's Creek - Section 4 - Earthwork, Erosion Control.</u>

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if <u>Clayton Properties Group dba Fisher Contracting & Excavating LLC</u>, at its own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this bond that if it is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

BY:	Developer's Company Name Signature for Developer's Co Signatory Name & Title (print	mpany — ——————————————————————————————————	Group dba Fisher	Contracting & Excavating	LLC —
BY:	Surety Company Name Signature of Attorney-in-Fact Attorney-in-Fact (printed)	Jessica Hernandez	Hernomors	ce Company	***
Accep	ted by the Franklin Board of Pu				
Steve	Barnett, Board Member	Ken Austin, Board Member	Tina Gros	s, Board Member	
ATTE:	ST: Jan Jones, Clerk-Treasur ***********************************	***********	**************************************	.*************************************	·****
 Board	Member	Board Member	Board Me	mber	
ATTE	ST:		\		

or via mail

via fax to (617) 507-8259,

number at (855) 453-9675, via email at claimsnotice@bhspecialty.com.

toll free

24-hour

us of a claim please contact us on our

To notify

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Jessica Hernandez, Josefina Rojo, John P. Harney, Jacquelyn M. Norstrom, Haley Anderson, Matthew Labno, Melissa Heffernan, 353 N. Clark Street of the city of Chicago, State of Illinois, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

By:

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Executive Vice President





NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]





Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 4, 2025.







Ralph Tortorella, Officer

Company, One Lincoln Street, 23rd Floor Berkshire Hathaway Specialty Insurance IS VOID IF ALTERED THIS POWER OF ATTORNEY Department, contact us at: BHS! Surety Boston, MA 02111 | (770) 625-2516 or by email at lennifer Porter binspecialty.com of Attorney please To verify the authenticity of this

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

• • • •

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



Subdivision Performance Bond

		Bond Number Project Name Improvements	269439 The Bluffs at Your Erosion Control	ngs Creek, Section 5B
Development Develo	ALL MEN BY THESE PRESENce oper's Company Name Winders Sara Company Name Berkley Company Address 475 Stellunto the City of Franklin, India ARS, \$224,047.00 istrators and assigns.	dstar Homes, LLC 4 Cayman Drive, Carmel, IN Insurance Company amboat Road, Greenwich, C ana, in the penal sum of	46033 F 06830 Two Hundred Twenty For	as Principal and as Surety are held and firmly ar Thousand Forty Seven and No/100 urselves, our heirs, executors,
ABOV	SEALED AND DATED THIS E OBLIGATION ARE SUCH T	: 10th DAY OFA	pril , 20 <u>.</u>	25 . THE CONDITIONS OF THE
have r	WHEREAS, not been improved as required	The Bluffs at Youngs Cr	eek, Section 5B - Ercedures of the City of I	osion Control Franklin, Indiana.
regula and sl compl being Indian perfor	egulations of the City of Frantions of the City of Franklin, Ir nall pay and save the City of etion of said work, by reason in violation of the requirementa, controlling such work, then	Creek, Section 5B - Erosion of the manner in which said of the manner in which said of the manner in which said this obligation to be void; other in full force and effect up the said of	with all the provision le, manner or form in its of damage which work is done or the of of Indiana, or any of nerwise to be and re	shall construct said according to specifications as of the ordinances, rules and which said work shall be done, may arise by reason of delay in quality of the materials furnished redinance of the City of Franklin, main in full force and effect. This ficially released by the Board of
BY:	Developer's Company Name Signature for Developer's Co Signatory Name & Title (prin	ompany //	SILLC)	memben
BY:	Surety Company Name Signature of Attorney-in-Fac Attorney-in-Fact (printed)	Robert L. Sherf		*********
Accep	ted by the Franklin Board of P	ublic Works and Safety this _	day of	20
Steve	Barnett, Board Member	Ken Austin, Board Membe	Tina Gro	ss, Board Member
ATTE	Jan Jones, Clerk-Treasu			
Relea	sed by the Franklin Board of P			
Board	Member	Board Member	Board M	ember
ATTE	ST: Clerk-Treasurer			

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jason McEldowney; John Hannon, III; or Robert Sherfick of Dimond Bros. Insurance, LLC of Carmel, IN its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these preservor corporate seal hereunto affixed this 1st day of	nts to be signed and attested by its appropriate officers and its 2023.
SFAL By Iras. Lederman Executive Vice President & Secretary	Berkley Insurance Company By Jeffley M. Hafter Senior Vice President
STATE OF CONNECTICUT)) ss: COUNTY OF FAIRFIELD)	
Sworn to before me, a Notary Public in the State of Connecticut, and Jeffrey M. Hafter who are sworn to me to be the Executive respectively, of Berkley Insurance Company. MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES APRIL 30, 2024	Vice President and Secretary, and the Senior Vice President,
CERTIF	ICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Caron Criven under my hand and seal of the Company, this 10th day of

1975

Vincent P. Forte