

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:			
<u>Maintenance Letter of Credit & Subdivision Maintenance Surety Agreement – Sec. 1:</u> 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			
<u>Maintenance Letter of Credit & Subdivision Maintenance Surety Agreement – Sec. 2:</u> LOC #19093-10-1: Street trees, 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			
<u>Performance Bond – Sec. 3:</u> SU1176975: Earthwork & Erosion Control - \$289,421.70			
<u>Performance Bond – Sec. 4:</u> SU1188926: Earthwork & Erosion Control - \$384,855.90			
<u>Performance Letter of Credit & Subdivision Performance Surety Agreement – Sec. 5B:</u> 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, & 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 Windstar Homes LLC / Mark E. Alt, Principal ("Developer"), for a sum or sums in United States of American Dollars not to exceed Fifteen Thousand 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 Street Trees, Landscaping & Street Lights at The Bluffs at Youngs 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. 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:



David Coffey
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

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 Fifteen Thousand One Hundred Twenty-Five and 00/100 DOLLARS, \$15,125.00 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.


SEALED AND DATED THIS 7th DAY OF October 2024. 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 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 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.

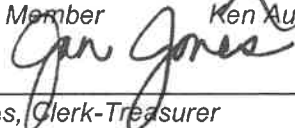
It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

BY: *Developer's Company Name (printed)* Windstar Homes LLC
Signature for Developer's Company 
Signatory Name & Title (printed) Mark E. Alt, Manager

BY: *Surety Company Name* Mutual Savings Bank
Signature of Attorney-in-Fact 
Attorney-in-Fact (printed) Robert D. Henderson / EVP, Chief Lending Officer

Accepted by the Franklin Board of Public Works and Safety this 7 day of October, 2024

  
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 Member

Board Member

Board Member

ATTEST: _____
Clerk-Treasurer

Accepted by BOW
October 7, 2024



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 Windstar Homes LLC / Mark E. Alt, Principal ("Developer"), for a sum or sums in United States of American Dollars not to exceed Twenty Thousand Eight Hundred Thirty-Six and 50/100 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 Sidewalks at The Bluffs at Youngs 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. 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,

A handwritten signature in blue ink, appearing to read "R. Henderson".

Robert D. Henderson
Mutual Savings Bank
EVP and Chief Lending Officer

Attest:

A handwritten signature in black ink, appearing to read "D. Coffey".

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 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 Twenty Thousand Eight Hundred Thirty-Six and 50/100 DOLLARS, \$20,836.50 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.


SEALED AND DATED THIS 7th DAY OF October 2024. 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.

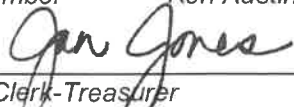
NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if Windstar Homes LLC / Mark E. Alt, Principal at its own expense for a period of three (3) years from the date of 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.

BY: *Developer's Company Name (printed)* Windstar Homes LLC
Signature for Developer's Company 
Signatory Name & Title (printed) Mark E. Alt, Manager

BY: *Surety Company Name* Mutual Savings Bank
Signature of Attorney-in-Fact 
Attorney-in-Fact (printed) Robert D. Henderson / EVP, Chief Lending Officer

Accepted by the Franklin Board of Public Works and Safety this 7 day of October, 2024
  
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 Member

Board Member

Board Member

ATTEST: _____
Clerk-Treasurer

Accepted by BOW
October 7, 2024



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 Windstar Homes LLC / Mark E. Alt, Principal ("Developer"), for a sum or sums in United States of American Dollars not to exceed Two Thousand Three Hundred Six and 25/100 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 Survey Monuments and Street Signs at The Bluffs at Youngs 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. 19083-10-3".

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.

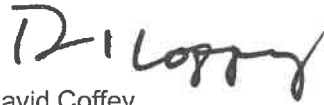
Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be 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 Bluffs at Youngs Creek, Section 1
Improvements 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 Two Thousand Three Hundred Six and 25/100 DOLLARS, \$2,306.25 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 7th DAY OF October 2024, 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 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 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.

BY: Developer's Company Name (printed) Windstar Homes LLC
Signature for Developer's Company
Signatory Name & Title (printed) Mark E. Alt, Manager

BY: Surety Company Name Mutual Savings Bank
Signature of Attorney-in-Fact
Attorney-in-Fact (printed) Robert D. Henderson / EVP, Chief Lending Officer

Accepted by the Franklin Board of Public Works and Safety this 7 day of October, 2024

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 Member Board Member Board Member

ATTEST: _____
Clerk-Treasurer

Accepted by BOW
October 7, 2024



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 Windstar Homes LLC / Mark E. Alt, Principal ("Developer"), for a sum or sums in United States of American Dollars not to exceed Twenty-One 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 Street Trees, Landscaping & Street Lights at The Bluffs at Youngs Creek, Section 2, 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.

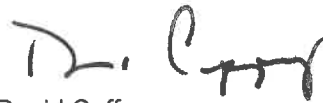
Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be 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 Twenty-One Thousand Sixty-Two and 50/100 DOLLARS, \$21,062.50 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 7th DAY OF October 2024. 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 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 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.

BY: *Developer's Company Name (printed)* Windstar Homes LLC
Signature for Developer's Company _____
Signatory Name & Title (printed) Mark E. Alt, Manager
Surety Company Name Mutual Savings Bank
BY: *Signature of Attorney-in-Fact* _____
Attorney-in-Fact (printed) Robert D. Henderson / EVP, Chief Lending Officer

Accepted by the Franklin Board of Public Works and Safety this 7 day of October, 2024

Steve Barnett, Board Member Ken Austin, Board Member Tina Gross, Board Member

ATTEST: Jan Jones
Jan Jones, Clerk-Treasurer

Released by the Franklin Board of Public Works and Safety this ____ day of _____, 20____.

Board Member *Board Member* *Board Member*

ATTEST: _____
Clerk-Treasurer

Accepted by BOW
October 7, 2024



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 Windstar Homes LLC / Mark E. Alt, Principal ("Developer"), for a sum or sums in United States of American Dollars not to exceed Forty-Seven 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 Sidewalks at The Bluffs at Youngs Creek, Section 2, 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.

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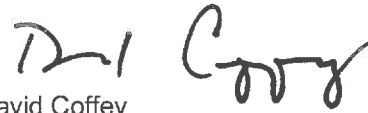
Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be 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

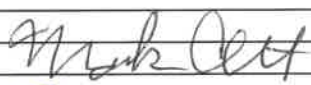

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,
Developer's Company Name Windstar Homes LLC / Mark E. Alt as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and
Surety Company Name Mutual Savings Bank
Surety Company Address 80 E. Jefferson Street, Franklin, IN 46131 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 7th DAY OF October 2024. 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 2 Sidewalks.

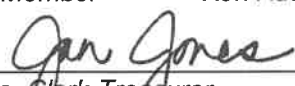
NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the
standards, specifications, and requirements of the City of Franklin, Indiana, and if Windstar Homes LLC / Mark E. Alt,
Principal at its own expense for a period of three (3) years from the date of 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.

BY: Developer's Company Name (printed) Windstar Homes LLC
Signature for Developer's Company
Signatory Name & Title (printed) Mark E. Alt, Manager 
Surety Company Name Mutual Savings Bank
BY: Signature of Attorney-in-Fact
Attorney-in-Fact (printed) Robert D. Henderson / EVP, Chief Lending Officer 

Accepted by the Franklin Board of Public Works and Safety this 7 day of October, 2024

 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 Member

Board Member

Board Member

ATTEST: _____
Clerk-Treasurer

Accepted by BOW
October 7, 2024



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 Windstar Homes LLC / Mark E. Alt, Principal ("Developer"), for a sum or sums in United States of American Dollars not to exceed Three Thousand 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 Survey Monuments and Street Signs at The Bluffs at Youngs Creek, Section 2, 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. 19093-10-3".

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 Bluffs at Youngs Creek, Section 2
Improvements 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 Three Thousand Fifty and 00/100 DOLLARS, \$3,050.00 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 7th DAY OF October 2024. 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 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 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.

BY: *Developer's Company Name (printed)* Windstar Homes LLC
Signature for Developer's Company _____
Signatory Name & Title (printed) Mark E. Alt, Manager

BY: *Surety Company Name* Mutual Savings Bank
Signature of Attorney-in-Fact _____
Attorney-in-Fact (printed) Robert D. Henderson / EVP, Chief Lending Officer

Accepted by the Franklin Board of Public Works and Safety this 7 day of October, 2024

Steve Barnett Ken Austin Tina Gross
Steve Barnett, Board Member Ken Austin, Board Member Tina Gross, Board Member

ATTEST: Jan Jones
Jan Jones, Clerk-Treasurer

Released by the Franklin Board of Public Works and Safety this ____ day of _____, 20__.

Board Member Board Member Board Member

ATTEST: _____
Clerk-Treasurer

Accepted by BOW
October 7, 2024



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
Improvements	Earthwork and Erosion Control

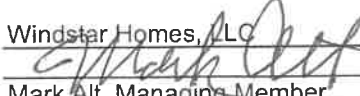
KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

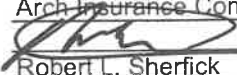
Developer's Company Name Windstar Homes, LLC as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and
Surety Company Name Arch Insurance Company
Surety Company Address 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Two Hundred Eighty Nine Thousand Four Hundred Twenty One and 70/100 DOLLARS, \$289,421.70 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 6th DAY OF January, 20 22. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

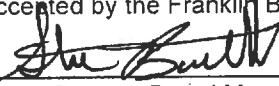
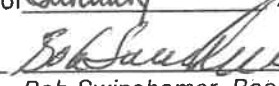
WHEREAS, The Bluffs at Youngs Creek, Section 3 - Earthwork and Erosion Control have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.


NOW, THEREFORE, if said Windstar Homes, LLC shall construct said The Bluffs at Youngs Creek, Section 3 - Earthwork and 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.

BY: *Developer's Company Name (printed)* Windstar Homes, LLC
Signature for Developer's Company 
Signatory Name & Title (printed) Mark Alt, Managing Member

BY: *Surety Company Name* Arch Insurance Company
Signature of Attorney-in-Fact 
Attorney-in-Fact (printed) Robert L. Sherfick

Accepted by the Franklin Board of Public Works and Safety this 19 day of January, 20 22

 Absent 
Steve Barnett, Board Member *Melissa L. Jones, Board Member* *Bob Swinehamer, Board Member*

ATTEST: 
Jayne Rhoades, Clerk-Treasurer

Released by the Franklin Board of Public Works and Safety this ____ day of _____, 20____.

Board Member

Board Member

Board Member

ATTEST:

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 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 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.

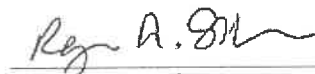
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**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 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 of December, 2021.

Attested and Certified



Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

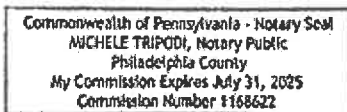


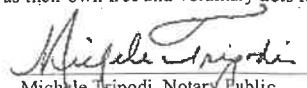
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

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.

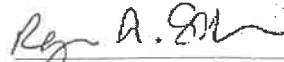



Michele Tripodi, Notary Public
My commission expires 07/31/2025

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 6th day of JANUARY, 2022.


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



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

Subdivision Performance Bond

Bond Number	SU1188926
Project Name	The Bluffs at Youngs Creek, Section 4
Improvements	Earthwork and Erosion Control

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

Developer's Company Name Windstar Homes, LLC as Principal

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

Surety Company Name Arch Insurance Company

Surety Company Address 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Three Hundred Eighty Four Thousand Eight Hundred Fifty Five and 90/100

DOLLARS, \$384,855.90 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 21st DAY OF November, 20 22. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, The Bluffs at Youngs Creek, Section 4 - Earthwork and Erosion Control have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Windstar Homes, LLC shall construct said The Bluffs at Youngs Creek, Section 4 - Earthwork and 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.

BY: Developer's Company Name (printed) Windstar Homes, LLC
Signature for Developer's Company [Signature]
Signatory Name & Title (printed) Mark Alt, Managing Member

BY: Surety Company Name Arch Insurance Company
Signature of Attorney-in-Fact [Signature]
Attorney-in-Fact (printed) Robert L. Sherfick

Accepted by the Franklin Board of Public Works and Safety this 5 day of December, 20 22.

[Signature] [Signature] [Signature]
Steve Barnett, Board Member KEN AUSTIN, Board Member Bob Swinehamer, Board Member

ATTEST: Jayne Rhoades
Jayne Rhoades, Clerk-Treasurer

Released by the Franklin Board of Public Works and Safety this ____ day of _____, 20____.

Board Member Board Member Board Member

ATTEST: _____
Clerk-Treasurer

0009260

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.

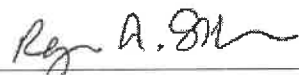
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"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 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:

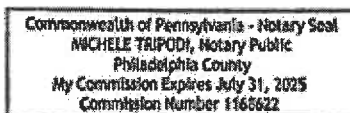
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and 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 **18th** day of **August, 2022**.

Attested and Certified



Regan A. 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.



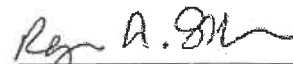
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

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 **21st** day of **NOVEMBER** 20 **22**.


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



**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.**



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.

Sincerely,

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 1ST DAY OF JULY, 2024. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, BLUFFS AT YOUNGS CREEK SECTION 5B EROSION CONTROL 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

Signatory Name & Title (printed)

MARK E ALT, MANAGER

Surety Company Name

MUTUAL SAVINGS BANK

BY: *Signature of Attorney-in-Fact*

Attorney-in-Fact (printed)

ROBERT D HENDERSON, EVP & CHIEF LENDING OFFICER

Accepted by the Franklin Board of Public Works and Safety this 5 day of AUGUST, 20 24

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 Member

Board Member

Board Member

ATTEST:

Clerk-Treasurer



Subdivision Maintenance Bond

Bond Number 268208
Project Name The Bluffs at Youngs Creek, Section 1
Improvements Trees, Landscape, Lights

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

Developer's Company Name Windstar Homes, LLC as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and
Surety Company Name Berkley Insurance Company
Surety Company Address 475 Steamboat Road, Greenwich, CT 06830 as Surety are held and firmly
bound unto the City of Franklin, Indiana, in the penal sum of
Fifteen Thousand One Hundred Twenty Five and No/100 DOLLARS, (\$ 15,125.00)
for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 10th DAY OF April, 2025. THE CONDITIONS OF THE
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes, LLC has installed and completed improvements of
The Bluffs at Youngs Creek, Section 1 - Trees, Landscape, 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
Windstar Homes, LLC, 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 (printed)* Windstar Homes, LLC
Signature for Developer's Company [Signature]
Signatory Name & Title (printed) Mark Holt member

BY: *Surety Company Name* Berkley Insurance Company
Signature of Attorney-in-Fact [Signature]
Attorney-in-Fact (printed) Robert L. Sherrick

Accepted by the Franklin Board of Public Works and Safety this ____ day of _____, 20 ____.

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 Member Board Member Board Member

ATTEST: _____
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 presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of June, 2023.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

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, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

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.



under my hand and seal of the Company, this 10th day of April, 25.

Vincent P. Forte
Vincent P. Forte



Subdivision Maintenance Bond

Bond Number 268209
Project Name The 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 as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and
Surety Company Name Berkley Insurance Company
Surety Company Address 475 Steamboat Road, Greenwich, CT 06830 as Surety are held and firmly
bound unto the City of Franklin, Indiana, in the penal sum of
Twenty Thousand Eight Hundred Thirty Six and 50/100 DOLLARS, (\$ 20,836.50)
for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 10th DAY OF April, 2025. THE CONDITIONS OF THE
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes, LLC has installed and completed improvements of
The 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
Windstar Homes, LLC, 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 (printed)* Windstar Homes, LLC
Signature for Developer's Company [Signature]
Signatory Name & Title (printed) Mark Hill member

BY: *Surety Company Name* Berkley Insurance Company
Signature of Attorney-in-Fact [Signature]
Attorney-in-Fact (printed) Robert L. Sherrick

Accepted by the Franklin Board of Public Works and Safety this ____ day of _____, 20 ____.

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 Member Board Member Board Member

ATTEST: _____
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 presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of June, 2023.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

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, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

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.



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

April

25

Vincent P. Forte
Vincent P. Forte



Subdivision Maintenance Bond

Bond Number 269435
Project Name The Bluffs at Youngs Creek, Section 1
Improvements Monuments, Street Signs

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

Developer's Company Name Windstar Homes, LLC as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and
Surety Company Name Berkley Insurance Company
Surety Company Address 475 Steamboat Road, Greenwich, CT 06830 as Surety are held and firmly
bound unto the City of Franklin, Indiana, in the penal sum of
Two Thousand Three Hundred Six and 25/100 DOLLARS, (\$ 2,306.25)
for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 10th DAY OF April, 20 25. THE CONDITIONS OF THE
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes, LLC has installed and completed improvements of
The Bluffs at Youngs Creek, Section 1 - Monuments, 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
Windstar Homes, LLC, 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 (printed) Windstar Homes, LLC
Signature for Developer's Company [Signature]
Signatory Name & Title (printed) Mark A.C. member
BY: Surety Company Name Berkley Insurance Company
Signature of Attorney-in-Fact [Signature]
Attorney-in-Fact (printed) Robert L. Sherlick

Accepted by the Franklin Board of Public Works and Safety this ____ day of _____, 20 ____.

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 Member Board Member Board Member

ATTEST: 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 presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of June, 2023.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

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, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

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.

Under my hand and seal of the Company, this 10th day of April, 25.



Vincent P. Forte
Vincent P. Forte



Subdivision Maintenance Bond

Bond Number 269436
Project Name The Bluffs at Youngs Creek, Section 2
Improvements Trees, Landscape, Lights

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

Developer's Company Name Windstar Homes, LLC as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and
Surety Company Name Berkley Insurance Company
Surety Company Address 475 Steamboat Road, Greenwich, CT 06830 as Surety are held and firmly
bound unto the City of Franklin, Indiana, in the penal sum of
Twenty One Thousand Sixty Two and 50/100 DOLLARS, (\$ 21,062.50)
for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 10th DAY OF April, 2025. THE CONDITIONS OF THE
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes, LLC has installed and completed improvements of
The Bluffs at Youngs Creek, Section 2 - Trees, Landscape, 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
Windstar Homes, LLC, 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 (printed) Windstar Homes, LLC
Signature for Developer's Company [Signature]
Signatory Name & Title (printed) Mark H. member

BY: Surety Company Name Berkley Insurance Company
Signature of Attorney-in-Fact [Signature]
Attorney-in-Fact (printed) Robert L. Sherlick

Accepted by the Franklin Board of Public Works and Safety this ____ day of _____, 20 ____.

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 Member Board Member Board Member

ATTEST: _____
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 presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of June, 2023.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

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, respectively, of Berkley Insurance Company.

MARIA C RUNDABAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundabaker
Notary Public, State of Connecticut

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.



under my hand and seal of the Company, this 10th day of April, 2025.

Vincent P. Forte
Vincent P. Forte



Subdivision Maintenance Bond

Bond Number 269437
Project Name The 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 as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and
Surety Company Name Berkley Insurance Company
Surety Company Address 475 Steamboat Road, Greenwich, CT 06830 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 10th DAY OF April, 20 25. THE CONDITIONS OF THE
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes, LLC has installed and completed improvements of
The Bluffs at Youngs Creek, Section 2 - 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
Windstar Homes, LLC, 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 (printed) Windstar Homes, LLC
Signature for Developer's Company [Signature]
Signatory Name & Title (printed) Mark Pitt member
BY: Surety Company Name Berkley Insurance Company
Signature of Attorney-in-Fact [Signature]
Attorney-in-Fact (printed) Robert L. Sherfick

Accepted by the Franklin Board of Public Works and Safety this ____ day of _____, 20 ____.

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 Member Board Member Board Member

ATTEST: _____
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 presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of June, 2023.

Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President



STATE OF CONNECTICUT)

) ss:

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, respectively, of Berkley Insurance Company.

MARIA C RUNDABAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundabaker
Notary Public, State of Connecticut

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.

under my hand and seal of the Company, this 10th day of April, 25.



Vincent P. Forte
Vincent P. Forte



Subdivision Maintenance Bond

Bond Number 269438
Project Name The Bluffs at Youngs Creek, Section 2
Improvements Monuments, Street Signs

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

Developer's Company Name Windstar Homes, LLC as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and
Surety Company Name Berkley Insurance Company
Surety Company Address 475 Steamboat Road, Greenwich, CT 06830 as Surety are held and firmly
bound unto the City of Franklin, Indiana, in the penal sum of
Three Thousand Fifty and No/100 DOLLARS, (\$ 3,050.00)
for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 10th DAY OF April, 2025. THE CONDITIONS OF THE
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Windstar Homes, LLC has installed and completed improvements of
The Bluffs at Youngs Creek, Section 2 - Monuments, 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
Windstar Homes, LLC, 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 (printed) Windstar Homes, LLC
Signature for Developer's Company [Signature]
Signatory Name & Title (printed) Mark Alt member

BY: Surety Company Name Berkley Insurance Company
Signature of Attorney-in-Fact [Signature]
Attorney-in-Fact (printed) Robert L. Sherlick

Accepted by the Franklin Board of Public Works and Safety this ____ day of _____, 20 ____.

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 Member Board Member Board Member

ATTEST: _____
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 presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of June, 2023.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

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, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

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.

under my hand and seal of the Company, this 10th day of April, 25.



Vincent P. Forte
Vincent P. Forte



Berkshire Hathaway
Specialty Insurance

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

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 Clayton Properties Group dba Fisher
Contracting & Excavating LLC, 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 (printed)* Clayton Properties Group dba Fisher Contracting & Excavating LLC
Signature for Developer's Company [Signature]
Signatory Name & Title (printed) James H. Fisher President

BY: *Surety Company Name* Berkshire Hathaway Specialty Insurance Company
Signature of Attorney-in-Fact [Signature]
Attorney-in-Fact (printed) Jessica Hernandez

Accepted by the Franklin Board of Public Works and Safety this ____ day of _____, 20 ____.

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 Member Board Member Board Member

ATTEST: _____
Clerk-Treasurer



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.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, 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

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

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.

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

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 Clayton Properties Group dba Fisher Contracting & Excavating LLC, 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 (printed) Clayton Properties Group dba Fisher Contracting & Excavating LLC
Signature for Developer's Company _____
Signatory Name & Title (printed) James H Fisher President

BY: Surety Company Name Berkshire Hathaway Specialty Insurance Company
Signature of Attorney-in-Fact _____
Attorney-in-Fact (printed) Jessica Hernandez

Accepted by the Franklin Board of Public Works and Safety this ____ day of _____, 20 ____.

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 Member Board Member Board Member

ATTEST: _____
Clerk-Treasurer



Berkshire Hathaway
Specialty Insurance

47-SUR-300214-01-1215

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.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, 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

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

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

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 269439
Project Name The 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 as Principal
Developer's Company Address 5374 Cayman Drive, Carmel, IN 46033 and
Surety Company Name Berkley Insurance Company
Surety Company Address 475 Steamboat Road, Greenwich, CT 06830 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 No/100
DOLLARS, \$224,047.00 for the payment of which we bind ourselves, our heirs, executors,
administrators and assigns.

SEALED AND DATED THIS 10th DAY OF April, 20 25. THE CONDITIONS OF THE
ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, The Bluffs at Youngs Creek, Section 5B - Erosion Control
have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Windstar Homes, LLC shall construct said
The Bluffs at Youngs Creek, Section 5B - 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.

BY: Developer's Company Name (printed) Windstar Homes, LLC
Signature for Developer's Company [Signature]
Signatory Name & Title (printed) Mark Alt member
BY: Surety Company Name Berkley Insurance Company
Signature of Attorney-in-Fact [Signature]
Attorney-in-Fact (printed) Robert L. Sherfick

Accepted by the Franklin Board of Public Works and Safety this ____ day of _____, 20____.

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 Member Board Member Board Member

ATTEST: _____
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 presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1st day of June, 2023.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

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, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

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.



under my hand and seal of the Company, this 10th day of April, 25.

Vincent P. Forte
Vincent P. Forte