

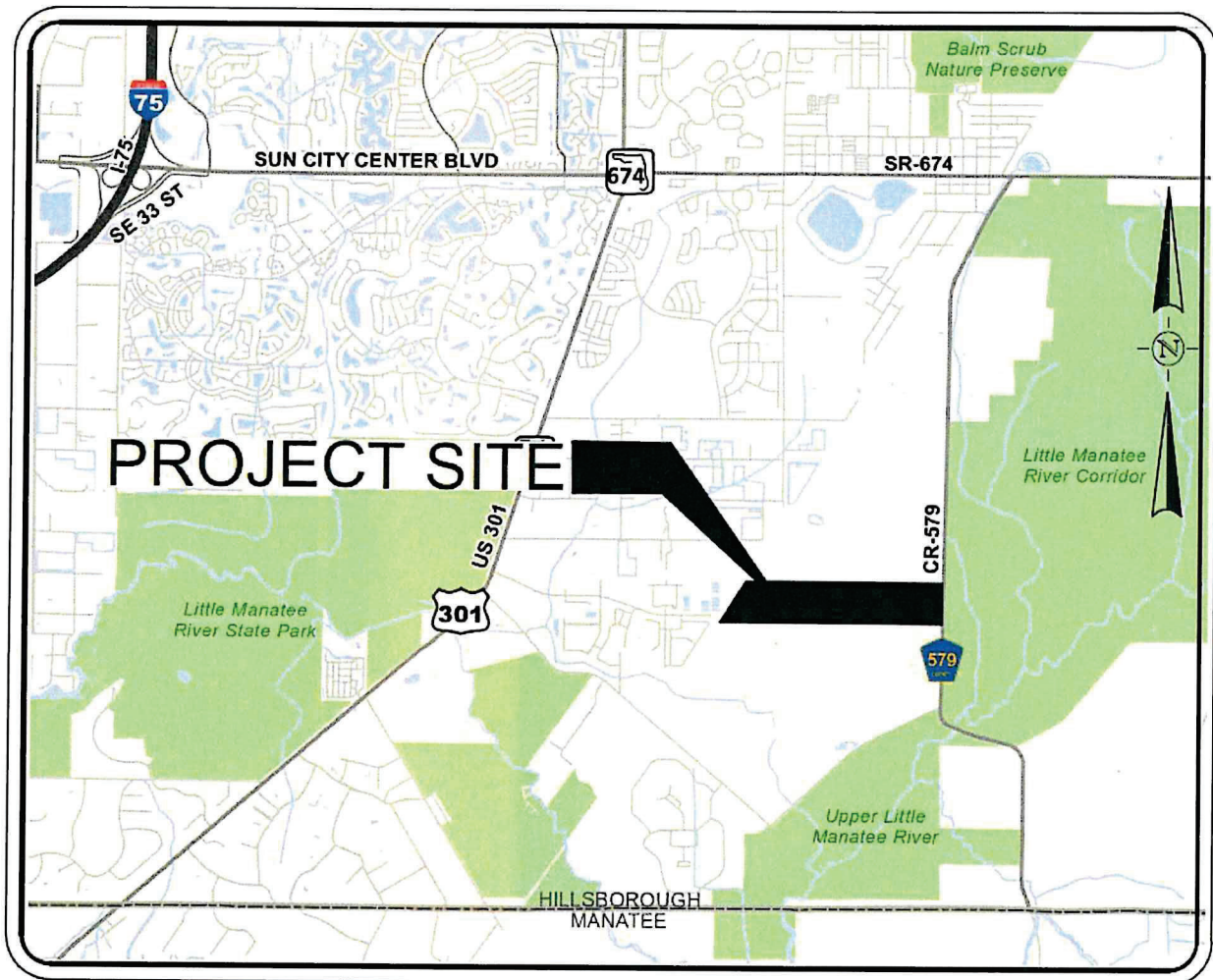
SUBJECT: Berry Bay Phase 6 Village T **PI#5076**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 12, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Authorize the Development Services Department, as the administrative authority designated by Resolution R25-042 to receive, review and process plat or replat submittals, to accept the dedications to Hillsborough County as reflected on the attached plat for the Berry Bay Phase 6 Village T, located in Section 28, Township 32 and Range 20. Further authorize the Development Services Department to administratively accept the Subdivision's public improvement facilities (roads, drainage, water & wastewater) for maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$1,117,741.00, a Warranty Bond in the amount of \$590,384.00 and authorize the Chairman to execute both the Subdivider's Agreements for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$25,470.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On September 24, 2025, Permission to Construct Prior to Platting was issued for Berry Bay Phase 6 Village T, after construction plan review was completed on August 20, 2025. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developers are Ashton Tampa Residential, LLC and the engineer Halff.



SECTION 28 & 29, TOWNSHIP 32 SOUTH, RANGE 20 EAST,
LOCATION MAP

NOT TO SCALE

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between Ashton Tampa Residential, LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Berry Bay Phase 6 Village T, hereafter referred to as the "Subdivision"; and

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

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

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

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

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

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

hereafter referred to as the "County Improvements"; and

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

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

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

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

2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the County Improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____ and number _____ dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 800207556 dated, September 30, 2025 with Ashton Tampa Residential, LLC as Principal, and Atlantic Specialty Insurance Company as Surety, or
A Warranty Bond, number 800207557 dated, September 30, 2025 with Ashton Tampa Residential, LLC as Principal, and Atlantic Specialty Insurance Company as Surety, or
 - c. Cashier/Certified Checks, number _____, dated _____ and _____ dated _____ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

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

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

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

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

ATTEST:

Cameron Markowitz
Witness Signature

Cameron Markowitz

Printed Name of Witness

Betsy Martinez
Witness Signature

Betsy Martinez

Printed Name of Witness

Subdivider:

By

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

Darryl Colwell

Name (typed, printed or stamped)

Authorized Agent

Title

9720 Princess Palm Ave, Ste. 140, Tampa, FL 33619

Address of Signer

813-324-8815

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

6th day of October, 2025, by Darryl Colwell as

(day) (month) (year) (name of person acknowledging)

Authorized Representative for Anton Tampa Residential, LLC

(type of authority,...e.g. officer, trustee, attorney in fact)

(name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Betsy Enid Martinez

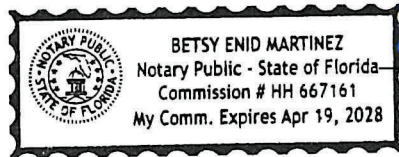
(Signature of Notary Public - State of Florida)

Type of Identification Produced

Betsy Enid Martinez

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

(Notary Seal)



HH667161

(Commission Number)

4/19/2028

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

____ day of _____, _____, by _____

(day)

(month)

(year)

(name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we Ashton Tampa Residential, LLC

_____ called the Principal, and _____
Atlantic Specialty Insurance Company called the Surety, are held and firmly bound unto the
 BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
 One Million One Hundred Seventeen Thousand Seven Hundred Forty One & 00/100 (\$ 1,117,741.00) Dollars for the payment of which
 sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
 severally, firmly by these presents.

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

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

WHEREAS, these subdivision regulations require the construction of improvements in connection with the platting of the Berry Bay Phase 6 Village T subdivision; and

WHEREAS, the Principal has filed with the Development Review Division of the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements; and

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Berry Bay Phase 6 Village T subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL July 9, 2026

SIGNED, SEALED AND DATED this 30th day of September, 2025.

ATTEST:

Cameron Markowitz
Cameron Markowitz

By [Signature]
Principal
Darryl Colwell Seal

Atlantic Specialty Insurance Company

Surety Seal

ATTEST:

Alexa Costello
Alexa Costello

By [Signature]
Attorney-In-Fact
James Moore Seal

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

BERRY BAY VILLAGE 6T PERFORMANCE BOND
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost
ONSITE ONLY
SEPT 22, 2025

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	<u>ROADWAY</u>				
1.01	1 1/4" TYPE ASPHALTIC MULTI-USE TRAIL	12,287	SY	\$15.30	\$187,991.10
1.02	1 1/2" TYPE SP 12.5 ASPHALT	16,209	SY	\$15.13	\$245,242.17
1.03	CONCRETE SIDEWALK 6" - SF (REINFORCED)	8,309	LF	\$10.98	\$91,232.82
1.04	ADA CONCRETE ACCESS RAMPS w/ DOMES	55	SF	\$2,813.31	\$154,732.05
1.05	SIGNAGE & STRIPING - LS	1	LS	\$22,012.04	\$22,012.04
	ROADWAY TOTAL				\$701,210.18
2.00	<u>POTABLE WATER SYSTEM</u>				
2.01	CHLORINE INJECTION POINTS	6	Each	\$398.30	\$2,389.80
2.02	SAMPLE POINTS	8	Each	\$1,122.91	\$8,983.28
	POTABLE WATER SYSTEM TOTAL				\$11,373.08
3.00	<u>SANITARY SEWER SYSTEM</u>				
3.01	WET WELL SS LS	0.20	Each	\$908,045.03	\$181,609.01
	SANITARY SEWER SYSTEM TOTAL				\$181,609.01
Grand Total					\$894,192
PERFORMANCE BOND				125%	\$1,117,741



MATT ANGEROSA, PE #60849



This item has been digitally signed and sealed by
Matt Angerosa on the date adjacent to the seal.
Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.

Digitally signed
by Matthew J
Angerosa
Date:
2025.09.25
17:29:26 -04'00'



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amy Wickett, James Moore, Jennifer J. Mc Comb, Kelly A. Gardner, Martin Moss, Melissa A. Schmidt, Stephen Kazmer**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

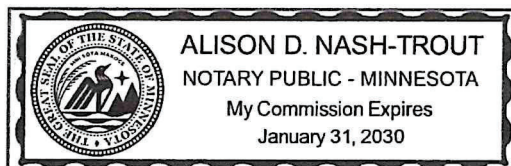
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 30th day of September, 2025

This Power of Attorney expires
January 31, 2030





Kara L.B. Barrow, Secretary

STATE OF ILLINOIS

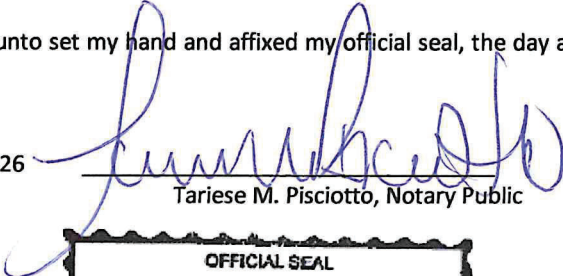
COUNTY OF DUPAGE}

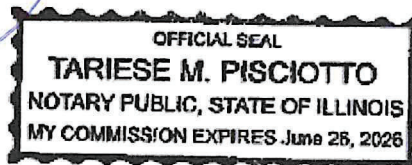
On September 30, 2025, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James Moore, known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, June 26, 2026

Commission No. 560807


Tariese M. Pisciotto, Notary Public



SUBDIVISION WARRANTY BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, that we Ashton Tampa Residential, LLC
9720 Princess Palm Avenue, Ste. 140, Tampa, FL 33619 called the Principal, and Atlantic Specialty Insurance Company
called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Five Hundred Ninety Thousand Three Hundred Eighty Four and 00/100 (\$ 590,384.00) Dollars for the payment of which
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvement facilities for maintenance in the approved platted subdivision known as Berry Bay Phase 6 Village T. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: Sewer Main, Watermain, Storm Drainage and Roadway Improvements; and

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

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

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Berry Bay Phase 6 Village T against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned Improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;

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

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL July 9th, 2028

SIGNED, SEALED AND DATED this 30th day of September, 2025.

ATTEST:

Cameron Markowitz
Cameron Markowitz

By [Signature]
Principal Seal
Darryl Colwell

Atlantic Specialty Insurance Company
Surety Seal

ATTEST:

Alexa Costello
Alexa Costello

By [Signature]
Attorney-In-Fact Seal
James Moore

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal Sufficiency.

BERRY BAY VILLAGE 6T WARRANTY BOND

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY

SEPT 22, 2025

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	<u>ROADWAY</u>				
1.01	1 1/4" TYPE ASPHALTIC MULTI-USE TRAIL	15,287	SY	\$15.30	\$233,891.10
1.02	1 1/2" TYPE SP 12.5 ASPHALT	16,209	SY	\$15.13	\$245,242.17
1.03	ROAD BASE CRUSHED CONCRETE 6" LOCAL ROADS	16,209	SY	\$14.78	\$239,569.02
1.04	ROAD BASE LIMEROCK 4" MULTI-USE PATH	15,287	SY	\$10.40	\$158,984.80
1.05	SUBGRADE STABILIZED 8" LOCAL ROADS	16,209	SY	\$6.94	\$112,490.46
1.06	SUBGRADE STABILIZED 12" MULTI-USE PATH	15,287	SY	\$8.81	\$134,678.47
1.07	CONCRETE SIDEWALK 6" - SF (REINFORCED)	8,309	LF	\$10.98	\$91,232.82
1.08	ADA CONCRETE ACCESS RAMPS w/ DOMES	55	SF	\$2,813.31	\$154,732.05
1.09	CONCRETE CURB MIAMI	14,215	Each	\$19.52	\$277,476.80
1.10	SIGNAGE & STRIPING - LS	1	LS	\$22,012.04	\$22,012.04
	ROADWAY TOTAL				\$1,670,309.73
2.00	<u>POTABLE WATER SYSTEM</u>				
2.01	PW PVC (DR-18) 6"	586	LF	\$27.71	\$16,238.06
2.02	PW PVC (DR-18) 8"	6,312	LF	\$38.34	\$242,002.08
2.03	PW 6" DUCTILE IRON PIPE	56	LF	\$60.54	\$3,390.24
2.04	PW 8" DUCTILE IRON PIPE	636	LF	\$64.08	\$40,754.88
2.05	PW STEEL CASING PIPE 18"	26	LF	\$275.35	\$7,159.10
2.06	2" GATE VALVE ASSEMBLY (ALL)	1	Each	\$1,142.96	\$1,142.96
2.07	6" GATE VALVE ASSEMBLY (ALL)	4	Each	\$1,985.82	\$7,943.28
2.08	8" GATE VALVE ASSEMBLY (ALL)	32	Each	\$2,543.20	\$81,382.40
2.09	POTABLE WATER FITTINGS 6"	1	LS	\$5,236.90	\$5,236.90
2.10	POTABLE WATER FITTINGS 8"	1	LS	\$54,810.19	\$54,810.19
2.12	FIRE HYDRANT ASSEMBLY	19	Each	\$8,392.29	\$159,453.51
2.13	PW SERVICES WATER SINGLE LONG	96	Each	\$680.35	\$65,313.60
2.14	PW SERVICES WATER SINGLE SHORT	126	Each	\$473.44	\$59,653.44
2.09	LIFTSTATION WATER SERVICE 2"	1	LS	\$4,821.00	\$4,821.00
2.10	PW BACKFLOW PREVENTOR 2"	1	Each	\$8,408.27	\$8,408.27
2.11	PW CONFLICT 8"	2	Each	\$3,251.35	\$6,502.70
	POTABLE WATER SYSTEM TOTAL				\$764,212.61
3.00	<u>SANITARY SEWER SYSTEM</u>				
3.01	SS PVC (SDR-26) 8" 0-6'	1,228	LF	\$59.24	\$72,746.72
3.02	SS PVC (SDR-26) 8" 6-8'	1,292	LF	\$60.49	\$78,153.08
3.03	SS PVC (SDR-26) 8" 8-10'	1,339	LF	\$75.36	\$100,907.04
3.04	SS PVC (SDR-26) 8" 10-12'	1,070	LF	\$78.78	\$84,294.60
3.05	SS PVC (SDR-26) 8" 12-14'	603	LF	\$80.88	\$48,770.64
3.06	SS PVC (SDR-26) 8" 14-16'	1,267	LF	\$140.88	\$178,494.96
3.07	SS PVC (SDR-26) 8" 16-18'	404	LF	\$159.02	\$64,244.08
3.06	SS PVC C900 8" 16-18'	44	LF	\$168.20	\$7,400.80
3.07	SS PVC C900 8" 18-20'	4	LF	\$190.27	\$761.08
3.07	SS MANHOLE 5' DIA 16-18'	2	Each	\$19,234.16	\$38,468.32
3.08	SS MANHOLE 4' DIA 0-6'	8	Each	\$5,606.23	\$44,849.84
3.08	SS MANHOLE 4' DIA 6-8'	5	Each	\$5,685.16	\$28,425.80
3.09	SS MANHOLE 4' DIA 8-10'	5	Each	\$6,847.74	\$34,238.70

BERRY BAY VILLAGE 6T WARRANTY BOND
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost - Public Improvements
ONSITE ONLY
SEPT 22, 2025

3.10	SS MANHOLE 4' DIA 10-12'	4	Each	\$8,143.69	\$32,574.76
3.11	SS MANHOLE 4' DIA 12-14'	1	Each	\$8,470.99	\$8,470.99
3.12	SS MANHOLE 5' DIA 15-16'	4	Each	\$12,948.52	\$51,794.08
3.13	WET WELL SS LS	1	Each	\$908,045.03	\$908,045.03
3.13	SEWER SERVICES DOUBLE (8"x6")	88	Each	\$1,594.07	\$140,278.16
3.14	SEWER SERVICES SINGLE (8"x6")	47	Each	\$1,357.09	\$63,783.23
	SANITARY SEWER SYSTEM TOTAL				\$1,986,701.91
4.00	STORM DRAINAGE SYSTEM				
4.01	HDPE HP 15"	579	LF	\$58.74	\$34,010.46
4.02	HDPE HP 18"	2,557	LF	\$64.56	\$165,079.92
4.03	HDPE HP 24"	1,310	LF	\$84.82	\$111,114.20
4.04	HDPE HP 30"	860	LF	\$131.05	\$112,703.00
4.05	HDPE HP 36"	83	LF	\$142.00	\$11,786.00
4.06	HDPE HP 42"	1,100	LF	\$166.36	\$182,996.00
4.07	HDPE HP 48"	201	LF	\$213.97	\$43,007.97
4.06	TYPE 1 CURB INLET	31	Each	\$10,222.41	\$316,894.71
4.07	TYPE 1 CURB INLET w/J BOTTOM	1	Each	\$13,818.53	\$13,818.53
4.08	TYPE 2 CURB INLET	8	Each	\$9,678.06	\$77,424.48
4.07	TYPE E CURB INLET	1	Each	\$5,089.00	\$5,089.00
4.08	MANHOLE TYPE J	6	Each	\$13,636.76	\$81,820.56
4.09	MANHOLE TYPE P	9	Each	\$6,251.40	\$56,262.60
4.08	CONTROL STRUCTURE TYPE H	1	Each	\$25,817.80	\$25,817.80
4.09	RCP HEADWALL - 42"	2	Each	\$9,638.10	\$19,276.20
4.10	RCP FES PRECAST 18"	3	Each	\$6,060.22	\$18,180.66
4.11	RCP FES PRECAST 24"	1	Each	\$6,409.40	\$6,409.40
4.10	RCP FES PRECAST 30"	3	Each	\$7,909.20	\$23,727.60
4.11	RCP FES PRECAST 36"	1	Each	\$8,665.76	\$8,665.76
4.10	RCP FES PRECAST 42"	1	Each	\$9,364.12	\$9,364.12
4.11	RCP FES PRECAST 48"	1	Each	\$10,760.85	\$10,760.85
4.09	6" UNDERDRAIN PVC PERF PIPE WITH SOCK 6"	7,261	LF	\$18.04	\$130,988.44
4.10	6" UNDERDRAIN CLEANOUT	57	Each	\$305.57	\$17,417.49
	STORM DRAINAGE SYSTEM TOTAL				\$1,482,615.75
Grand Total					\$5,903,840
WARRANTY BOND				10%	\$590,384



MATT ANGEROSA, PE #60849



Digitally signed
by Matthew J
Angerosa
Date:
2025.09.25
13:53:47 -04'00'

This item has been digitally signed and sealed by
Matt Angerosa on the date adjacent to the seal.

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amy Wickett, James Moore, Jennifer J. Mc Comb, Kelly A. Gardner, Martin Moss, Melissa A. Schmidt, Stephen Kazmer**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

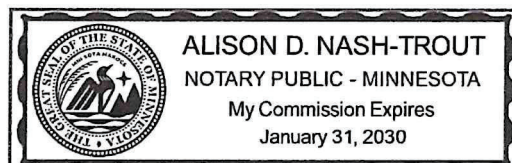


STATE OF MINNESOTA
HENNEPIN COUNTY

By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

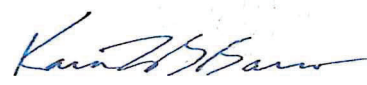



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 30th day of September, 2025




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

STATE OF ILLINOIS

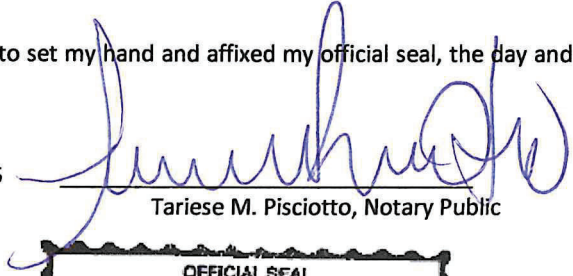
COUNTY OF DUPAGE}

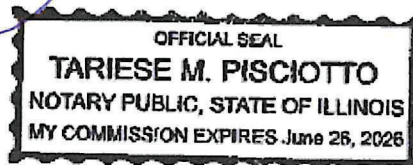
On September 30, 2025, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James Moore, known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, June 26, 2026

Commission No. 560807


Tariese M. Pisciotto, Notary Public



SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _____ day of _____, 20_____, by and between
Ashton Tampa Residential, LLC, hereinafter referred to as the "Subdivider" and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as
Berry Bay Phase 6 Village T (hereafter referred to as the "Subdivision"); and

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

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within
Four (4) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____,
with _____ by
order of _____,
 - b. A Performance Bond, number 800207558 dated, September
30, 2025 with Ashton Tampa Residential, LLC
_____ as Principal, and Atlantic
Specialty Insurance Company as Surety, or
 - c. Escrow agreement, dated _____, between,
_____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____,
which shall be deposited by the County into a non-interest bearing

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

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

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

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

ATTEST:

Cameron Markowitz

Witness Signature

Cameron Markowitz

Printed Name of Witness

Betsy Martinez

Witness Signature

Betsy Martinez

Printed Name of Witness

Subdivider:

By [Signature]

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

Darryl Colwell

Name (typed, printed or stamped)

Authorized Agent

Title

9720 Princess Palm Ave, Ste. 140, Tampa, FL 33619

Address of Signer

813-324-8815

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

Clerk of the Circuit Court

By: _____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____

Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

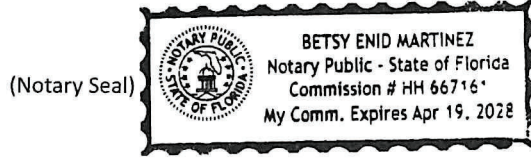
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
6th day of October, 2025, by Darryl Colwell as
(day) (month) (year) (name of person acknowledging)
Authorized Representative for Ashton Tampa Residential, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Betsy Enid Martinez
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



HH667161 4/19/2028
(Commission Number) (Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

☐ Personally Known OR ☐ Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal) (Commission Number) (Expiration Date)

_____ called the Principal, and _____

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Berry Bay Phase 6 Village T subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Four (4) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL May 9th, 2026.

SIGNED, SEALED AND DATED this 30th day of September, 2025.

ATTEST:

Cameron Markowitz
Cameron Markowitz

BY:

Darryl Colwell
PRINCIPAL (SEAL)
Darryl Colwell

Atlantic Specialty Insurance Company
SURETY (SEAL)

ATTEST:

Alexa Costello
Alexa Costello

James Moore
ATTORNEY-IN-FACT (SEAL)

James Moore

APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]
Approved As To Form And Legal Sufficiency.

**Berry Bay Village 6T
Hillsborough County, FL
LOT CORNERS**

SEPT 22, 2025

1.00	LOT CORNER MONUMENTATION				
1.01	Monuments Installed	223.00	Per Lot	\$82.00	\$18,286.00
1.02	Monuments- Misc Tracts	15.00	Per Tract	\$70.00	\$1,050.00
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
	TOTAL				\$20,376.00
		39560			
Grand Total					\$20,376.00
PERFORMANCE BOND				125%	\$25,470



Matt Angerosa, PE #60849



This item has been digitally signed and sealed by
Matt Angerosa on the date adjacent to the seal.

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

**Digitally signed
by Matthew J
Angerosa
Date:
2025.09.25
13:58:22 -04'00'**



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amy Wickett, James Moore, Jennifer J. Mc Comb, Kelly A. Gardner, Martin Moss, Melissa A. Schmidt, Stephen Kazmer**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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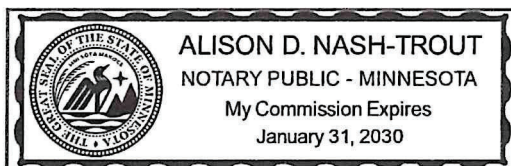
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 30th day of September, 2025



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

STATE OF ILLINOIS

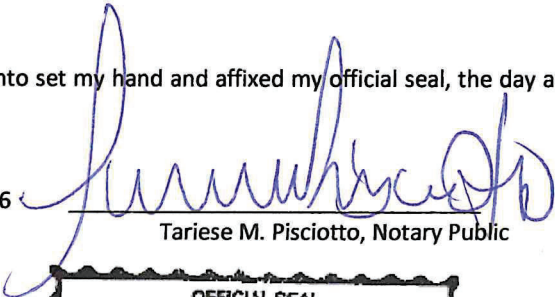
COUNTY OF DUPAGE}

On September 30, 2025, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James Moore, known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, June 26, 2026

Commission No. 560807


Tariese M. Pisciotto, Notary Public

