

SUBJECT: River Oaks Townhomes fka Winthrop Place Townhomes **PI#6741**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 9, 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 River Oaks Townhomes, located in Section 04, Township 30 and Range 20. Further authorize the Development Services Department to administratively accept the Subdivision's public improvement facilities (off-site roads, drainage, water and wastewater) for maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$2,413,929.19, a Warranty Bond in the amount of \$139,026.70 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 \$14,062.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On April 3, 2025, Permission to Construct Prior to Platting was issued for River Oaks Townhomes, after construction plan review was completed on February 10, 2025. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developers are River Oaks Townhomes, LLC and the engineer LevelUp Consulting, LLC.

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between River Oaks Townhomes, 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 _____ River Oaks Townhomes (hereafter, 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 the improvements within the platted area and the off-site improvements required as a condition of the approval of the Subdivision will be installed; and

WHEREAS, the off-site and on-site improvements required by the LDC in connection with 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 the 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 and as required for approval of the subdivision, 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 off-site and on-site improvements as required in connection with the Subdivision; and

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

Offsite: Paving, Drainage, Potable Water

Onsite: Road Construction, Water Distribution, Sanitary Sewer, Storm Drainage

(hereafter, the "County Improvements"); and

WHEREAS, the County requires 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 requires 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 the on-site and off-site improvements required within and in connection with the Subdivision, within Seven (7) 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, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty the County Improvements constructed in connection with the Subdivision 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 Improvements so that said County 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 0272950 dated, _____ 10/20/2025 with _____ River Oaks Townhomes, LLC as Principal, and _____ Berkley Insurance Company as Surety, or
A Warranty Bond, number 0272951 dated, _____ 10/20/25 with _____ River Oaks Townhomes, LLC as Principal, and _____ Berkley 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 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 on-site and off-site 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 County 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 Improvements 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 County 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 (2) years from the date of the 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 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:

Cody Hewitt
Witness Signature

Cody Hewitt
Printed Name of Witness

Jake Campbell
Witness Signature

Jake Campbell
Printed Name of Witness

Subdivider:

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

Ken Romanczuk
Name (typed, printed or stamped)

President
Title

PO Box 368, Brooksville, FL 34605
Address of Signer

813-326-6609
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

VICTOR D. CRIST
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

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

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

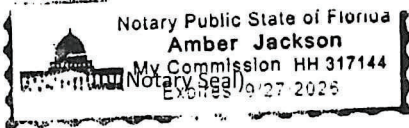
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

27 day of October, 2025, by Ken Romanczuk as
(day) (month) (year) (name of person acknowledging)

President for GTA Spire Homes
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



Amber Jackson

(Signature of Notary Public - State of Florida)

Amber Jackson

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

HH 317144

(Commission Number)

9/27/26

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

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


- A. If the Principal shall well and truly build, construct, and install in the platted area known as River Oaks Townhomes 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 and all off-site improvements in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Seven (7) months from the date that the Board of County Commissioners approves the final plat and accepts this performance bond; and
- B. If the Principal shall faithfully perform the 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 20th day of October, 2025.

ATTEST:



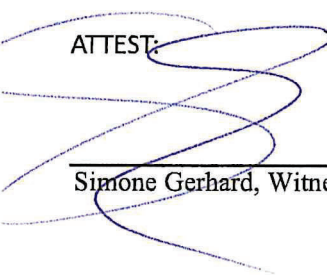
River Oaks Townhomes, LLC
By  _____
Principal Seal

Berkley Insurance Company


Surety

Seal


ATTEST:



Simone Gerhard, Witness

By  _____
Attorney-In-Fact Seal
Donna M. Garcia

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

as amended

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

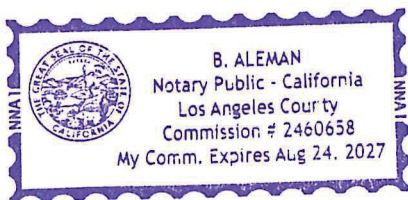
On OCT 20 2025 before me, B. Aleman, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Donna M. Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer Is Representing _____

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: *Timothy J. Noonan; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; Sarah Campbell; Sandra Corona; Rachel A. Mullen; or Jaren A. Marx of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA* 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 **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, 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 2nd day of May, 2024.

Attest:

Berkley Insurance Company

(Seal)

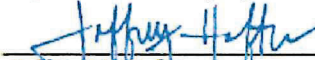
By



Philip S. Welt

Executive Vice President & Secretary

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 2nd day of May, 2024, by Philip S. Welt 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 04-30-2029



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.

Given under my hand and seal of the Company, this 20th day of October, 2025.

(Seal)



Vincent P. Forte

Winthrop Place

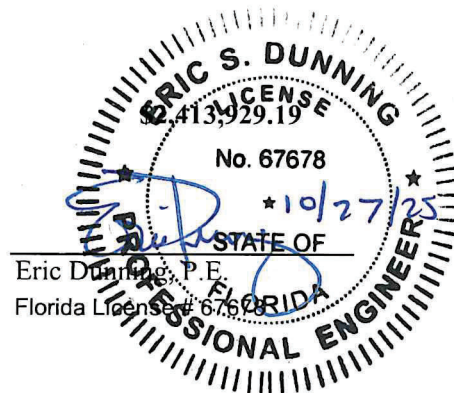
Performance Bond Calculation

Construction costs for the streets, drainage, potable water and sanitary sewer system

SUMMARY

Road Construction	\$619,840.40
Water Distribution	\$475,850.10
Sanitary Sewer	\$509,362.60
Storm Drainage	\$326,090.25
Offsite	\$89,831.50
Total	\$1,931,143.35

Performance Bond Amount (125% of total)



ROAD CONSTRUCTION

Item	Quantity	Unit	Unit Price		Total
1.5" SP-12.5 Asphalt (2 Lifts)	6,220	SY	\$	20.15	\$ 125,333.00
6" Crushed Concrete Base	6,220	SY	\$	23.25	\$ 144,615.00
12" Stabilized Subgrade (LBR 40)	7,464	SY	\$	6.35	\$ 47,396.40
Valley Gutter	160	LF	\$	38.15	\$ 6,104.00
Ribbon Curb	3,295	LF	\$	22.05	\$ 72,654.75
Type "D" Curb	195	LF	\$	28.95	\$ 5,645.25
Type "F" Curb	2,145	LF	\$	31.25	\$ 67,031.25
4" Concrete Sidewalk	10,788	SF	\$	7.25	\$ 78,213.00
6" Concrete Sidewalk	2,155	SF	\$	9.55	\$ 20,580.25
Handicapped Ramps	26	EA	\$	977.50	\$ 25,415.00
Concrete Driveway	550	SF	\$	8.05	\$ 4,427.50
Signage & Striping	1	LS	\$	22,425.00	\$ 22,425.00
TOTAL					\$ 619,840.40

WATER DISTRIBUTION

Item	Quantity	Unit	Unit Price	Total
Connection to Existing	1	EA	\$ 4,321.80	\$ 4,321.80
4" PVC Water Main (Dr 18)	140	LF	\$ 33.35	\$ 4,669.00
6" PVC Water Main (Dr 18)	1,340	LF	\$ 33.85	\$ 45,359.00
8" PVC Water Main (Dr 18)	676	LF	\$ 34.35	\$ 23,220.60
8" DIP Water Main	520	LF	\$ 52.80	\$ 27,456.00
16" DIP Water Main	60	LF	\$ 106.90	\$ 6,414.00
4" Gate Valve & Box	1	EA	\$ 1,721.40	\$ 1,721.40
6" Gate Valve & Box	8	EA	\$ 2,418.30	\$ 19,346.40
8" Gate Valve & Box	6	EA	\$ 2,944.45	\$ 17,666.70
16" Gate Valve & Box	2	EA	\$ 12,002.10	\$ 24,004.20
2" Blow Off Assembly	4	EA	\$ 1,657.40	\$ 6,629.60
Temporary Jumper	1	EA	\$ 2,834.90	\$ 2,834.90
Fire Hydrant Assembly	1	EA	\$ 6,589.15	\$ 6,589.15
Lift station Water Service	1	EA	\$ 1,901.30	\$ 1,901.30
Double Water Meter Assembly	90	EA	\$ 2,290.15	\$ 206,113.50
Master Water Meter Assembly	1	EA	\$ 48,668.00	\$ 48,668.00
Fittings	1	LS	\$ 17,853.75	\$ 17,853.75
Testing	2,736	LF	\$ 4.05	\$ 11,080.80
			TOTAL	\$ 475,850.10

SANITARY SEWER

Item	Quantity	Unit	Unit Price		Total
8" SDR26 PVC Sewer (0'-6' Cut)	612	LF	\$	51.75	\$ 31,671.00
8" SDR26 PVC Sewer (6'-8' Cut)	618	LF	\$	52.75	\$ 32,599.50
8" SDR26 PVC Sewer (8'-10' Cut)	212	LF	\$	53.95	\$ 11,437.40
8" SDR26 PVC Sewer (10'-12' Cut)	192	LF	\$	55.35	\$ 10,627.20
Sanitary Manhole (0'-6' Cut)	5	EA	\$	4,851.90	\$ 24,259.50
Sanitary Manhole (6'-8' Cut)	3	EA	\$	5,401.75	\$ 16,205.25
Sanitary Manhole (8'-10' Cut)	1	EA	\$	6,106.05	\$ 6,106.05
Sanitary Manhole (10'-12' Cut)	2	EA	\$	6,416.30	\$ 12,832.60
Single Service	9	EA	\$	880.00	\$ 7,920.00
Double Service	72	EA	\$	1,586.05	\$ 114,195.60
Sanitary Testing	1,634	LF	\$	5.55	\$ 9,068.70
Private Pump Station (6' Dia)	1	LS	\$	195,215.00	\$ 195,215.00
2" PVC Forcemain	40	LF	\$	10.10	\$ 404.00
4" PVC Forcemain	60	LF	\$	19.80	\$ 1,188.00
Jack & Bore	40	LF	\$	441.95	\$ 17,678.00
2" Gate Valve and Box	1	EA	\$	1,233.95	\$ 1,233.95
4" Gate Valve and Box	3	EA	\$	1,823.50	\$ 5,470.50
8"x4" Wet Tap	1	EA	\$	3,966.90	\$ 3,966.90
Fittings	1	LS	\$	5,763.45	\$ 5,763.45
Testing	1	LS	\$	1,520.00	\$ 1,520.00
				TOTAL	\$ 509,362.60

STORM DRAINAGE

Item	Quantity	Unit	Unit Price	Total
15" ADS HP	100	LF \$	39.00 \$	3,900.00
18" ADS HP	1,220	LF \$	44.80 \$	54,656.00
24" ADS HP	742	LF \$	66.00 \$	48,972.00
30" ADS HP	470	LF \$	98.90 \$	46,483.00
19"x30" ERCP	144	LF \$	234.25 \$	33,732.00
Type 1 Inlet	4	EA \$	9,322.95 \$	37,291.80
Type C Inlet	8	EA \$	2,775.15 \$	22,201.20
Type C Inlet J Bottom	2	EA \$	4,965.45 \$	9,930.90
Smartbox	1	EA \$	10,446.05 \$	10,446.05
P Manhole	4	EA \$	3,554.95 \$	14,219.80
Relocate Inlet	2	EA \$	6,791.10 \$	13,582.20
18" MES	1	EA \$	1,849.85 \$	1,849.85
24" MES	1	EA \$	2,215.20 \$	2,215.20
30" MES	1	EA \$	4,274.75 \$	4,274.75
19"x30" MES	1	EA \$	4,236.40 \$	4,236.40
End Wall	2	EA \$	2,426.45 \$	4,852.90
Testing	2,676	LF \$	4.95 \$	13,246.20
TOTAL				\$ 326,090.25

OFFSITE

Item	Quantity	Unit	Unit Price		Total
2" SP-12.5 Asphalt	240	SY	\$	36.80	\$ 8,832.00
Mill & Resurface	2,570	SY	\$	14.15	\$ 36,365.50
Full Depth Base	300	SY	\$	56.10	\$ 16,830.00
Compacted subgrade	360	SY	\$	7.65	\$ 2,754.00
ROW Restoration	1,500	SY	\$	4.05	\$ 6,075.00
Signage & Striping	1	LS	\$	18,975.00	\$ 18,975.00
TOTAL					\$ 89,831.50

SUBDIVISION WARRANTY BOND On-Site and Off-Site

KNOW ALL MEN BY THESE PRESENTS, that we River Oaks Townhomes, LLC

called the Principal, and Berkley 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 Hundred Thirty-Nine Thousand Twenty-Six and 70/100 (\$ 139,026.70) 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 adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this 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 improvements for maintenance in connection with the River Oaks Townhomes subdivision (hereafter, the "Subdivision"): on-site improvements: N/A and off-site improvements: Streets, Drainage, Portable Water (together, the on-site and off-site improvements are hereafter referred to as the "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", 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, 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;

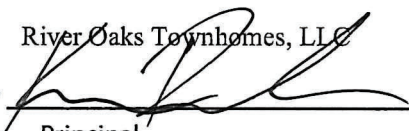
C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL July 09, 2028.

SIGNED, SEALED AND DATED this 20th day of October, 2025.

ATTEST:

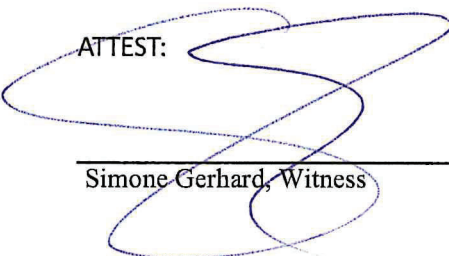


River Oaks Townhomes, LLC
By  _____
Principal Seal


Berkley Insurance Company

Surety Seal


ATTEST:



Simone Gerhard, Witness

By  _____
Attorney-In-Fact Seal
Donna M. Garcia

APPROVED BY THE COUNTY ATTORNEY

BY  _____
Approved As To Form And Legal
Sufficiency.
as amended

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

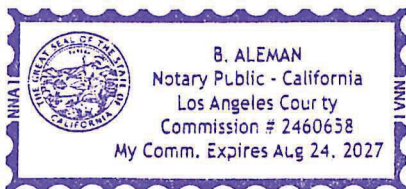
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On OCT 20 2025 before me, B. Aleman, Notary Public
Date Here Insert Name and Title of the Officer
 Personally appeared Donna M. Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

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: *Timothy J. Noonan; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; Sarah Campbell; Sandra Corona; Rachel A. Mullen; or Jaren A. Marx of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA* 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 **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, 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 2nd day of May, 2024.

Attest:

Berkley Insurance Company

(Seal)

By



Philip S. Welt

Executive Vice President & Secretary

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 2nd day of May, 2024, by Philip S. Welt 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 04-30-2029



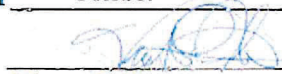
Notary Public, State of Connecticut

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.

Given under my hand and seal of the Company, this 20th day of October, 2025.

(Seal)


 Vincent P. Forte

Winthrop Place

Warranty Bond Calculation

Construction costs for the offsite streets, drainage, and potable water system

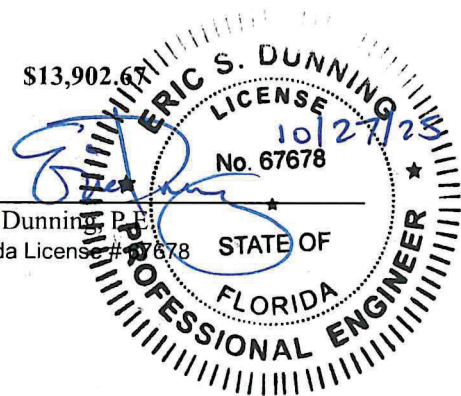
SUMMARY

Paving	\$47,698.10
Water	\$28,320.85
Drainage	\$63,007.75
Total	\$139,026.70

Warranty Bond Amount (10% of total)

\$13,902.67

Eric Dunning, P.E.
Florida License # 67678



PAVING

Item	Quantity	Unit	Unit Price	Total
2" SP-12.5 Asphalt	240	SY	\$ 28.30	\$ 6,792.00
Mill & Reurface	2,570	SY	\$ 9.75	\$ 25,057.50
Full Depth Base	300	SY	\$ 19.50	\$ 5,850.00
Compacted Subgrade	360	SY	\$ 27.70	\$ 9,972.00
Signage & Striping	1	LS	\$ 26.60	\$ 26.60
TOTAL				\$ 47,698.10

WATER DISTRIBUTION SYSTEM

Item	Quantity	Unit	Unit Price		Total
8" DIP Water Main	438	LF	\$	52.80	\$ 23,126.40
8" Gate Valve	1	EA	\$	2,944.45	\$ 2,944.45
8" Blowoff	1	EA	\$	2,250.00	\$ 2,250.00
			TOTAL		\$ 28,320.85

DRAINAGE

Item	Quantity	Unit	Unit Price		Amount
15" HP Storm	35	LF	\$	39.00	\$ 1,365.00
24" HP Storm	281	LF	\$	66.00	\$ 18,546.00
Type 1 Inlet	4	EA	\$	9,322.95	\$ 37,291.80
Storm Manhole	1	EA	\$	3,554.95	\$ 3,554.95
24" FES	1	EA	\$	2,250.00	\$ 2,250.00
			Total =		\$63,007.75

River Oaks Townhomes

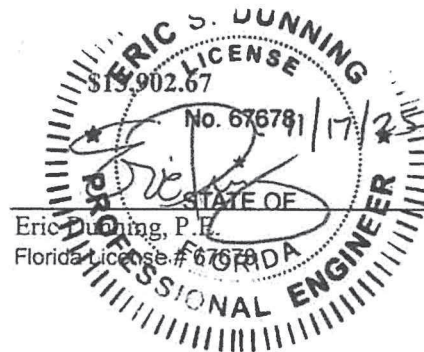
Warranty Bond Calculation

Construction costs for the offsite streets, drainage, and potable water system

SUMMARY

Paving	\$47,698.10
Water	\$28,320.85
Drainage	\$63,007.75
Total	\$139,026.70

Warranty Bond Amount (10% of total)



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24" FES	1	EA	\$	2,250.00	\$ 2,250.00
			Total =		\$63,007.75

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _____ day of _____, 20_____, by and between River Oaks Townhomes, 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 River Oaks Townhomes _____ (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 Seven (7) 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 0272950 dated, 10/20/25 with _____ River Oaks Townhomes, LLC as Principal, and _____ Berkley Insurance Company as Surety, or
 - c. Escrow agreement, dated _____, between, _____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing

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

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


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

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

ATTEST:

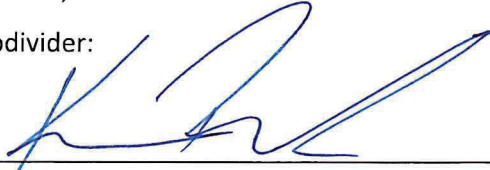

Witness Signature

Cody Hewitt
Printed Name of Witness


Witness Signature

Jake Campbell
Printed Name of Witness

Subdivider:

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

Ken Romanczuk
Name (typed, printed or stamped)

President
Title

PO Box 368, Brooksville, FL 34605
Address of Signer

813-326-6609
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

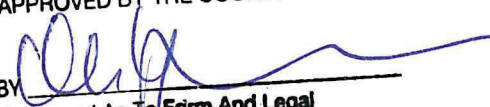
VICTOR D. CRIST
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

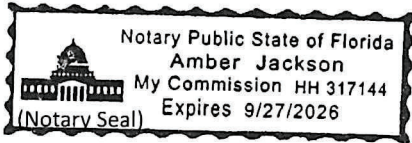
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
27 day of October, 2025, by Ken Romanowich as
(day) (month) (year) (name of person acknowledging)
president for GTC Spire Homes
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Amber Jackson
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



HH 317144 9/27/2026
(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)

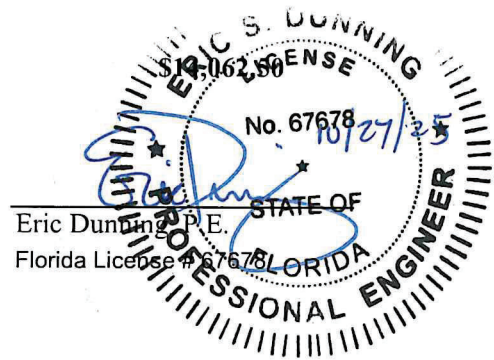
Winthrop Place

Performance Bond Calculation

SUMMARY

Lot Corners	\$11,250.00
Total	\$11,250.00

Performance Bond Amount (125% of total)



LOT CORNERS

Item	Quantity	Unit	Unit Price	Total
Lot Corner	1	LS	\$ 11,250.00	\$ 11,250.00
TOTAL			\$	11,250.00

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we River Oaks Townhomes, LLC

_____ called the Principal, and Berkley Insurance Company

_____ called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of _____ Fourteen Thousand Sixty-Two and 50/100 Dollars (\$ 14,062.50) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as River Oaks Townhomes, LLC are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as River Oaks Townhomes, LLC 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 Twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 09, 2026.

SIGNED, SEALED AND DATED this 14th day of November, 2025.

ATTEST:



River Oaks Townhomes, LLC

BY:

PRINCIPAL

(SEAL)

ATTEST:


Simone Gerhard, Witness

Berkley Insurance Company

SURETY

(SEAL)


ATTORNEY-IN-FACT

(SEAL)

Donna M. Garcia, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.

as amended

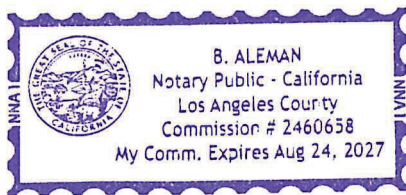
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On NOV 14 2025 before me, B. Aleman, Notary Public
Date Here Insert Name and Title of the Officer
 Personally appeared Donna M. Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

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: *Timothy J. Noonan; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; Sarah Campbell; Sandra Corona; Rachel A. Mullen; or Jaren A. Marx of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA* 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 **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, 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 2nd day of May, 2024.

Attest:

Berkley Insurance Company

(Seal)

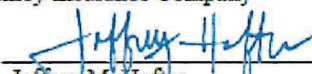
By



Philip S. Welt

Executive Vice President & Secretary

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 2nd day of May, 2024, by Philip S. Welt 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 04-30-2029




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.

Given under my hand and seal of the Company, this 14th day of November, 2025.

(Seal)


 Vincent P. Forte