

**PERFORMANCE BOND** Bond No. 47SUR300214011540

KNOWN ALL MEN BY THESE PRESENTS, that We, Clayton Properties Group, Inc. dba Highland Homes, as Principal, and Berkshire Hathaway Specialty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of NE and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of Seventy Six Thousand Six Hundred Twenty Six and 33/100 (\$76,626.33) Dollars (hereinafter the "Total Penal Sum"), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed pursuant to the Subdivision Agreement, attached hereto as Exhibit "A" and incorporated into and made part of this Bond, to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "B" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Bella Vista platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

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

1. The Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC within the time frame set forth in the Subdivision Agreement, and as verified by Polk County's Land Development Division. The Bond shall commence upon the date of issue by the Surety and remain in full force and effect until the Obligee releases the Bond (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the time specified in the Subdivision Agreement, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the Plans, specifications and schedules.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

**The Surety at:**

Berkshire Hathaway Specialty Insurance Company  
1314 Douglas Street, Suite 1400  
Omaha, NE 68102 - 1944

**The Principal at:**

Clayton Properties Group, Inc. dba Highland Homes  
3020 Florida Avenue South, Suite 101  
Lakeland, FL 33803

**The Obligee at:**

Polk County, Land Development Division  
330 West Church Street  
PO Box 9005 – Drawer GM03  
Bartow, FL 33831-9005

THIS BOND DATED THE 19th DAY OF February, 2026,  
(the date of issue by the Surety).

[Signature]  
Witness

Robert Fitzgerald  
Printed Name

Chewon Clatty  
Witness

Chewon Clatty  
Printed Name

PRINCIPAL:

Clayton Properties Group, Inc. dba Highland Homes  
Name of Corporation

By: [Signature]

BRIAN WALSH  
Printed Name

Title: ASSISTANT SEC.  
(SEAL)



PRINCIPAL

STATE OF Florida  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of February, 2026 by \_\_\_\_\_ as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the on behalf of the Principal, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

[Signature]

Notary Public

Print Name Brandon Williams

My Commission Expires 10/15/28



SURETY:

John P. Hamey  
Witness

John P. Hamey  
Printed Name

Josefina Rojo  
Witness

Josefina Rojo  
Printed Name

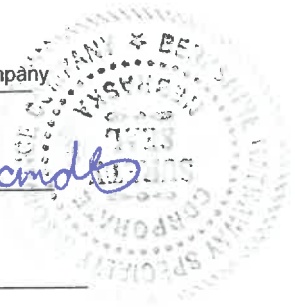
Berkshire Hathaway Specialty Insurance Company  
Name of Corporation

By: Jessica Hernandez

Jessica Hernandez  
Printed Name

Title: Attorney-in-Fact  
(SEAL)

(ATTACH POWER OF ATTORNEY)



STATE OF IL  
COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19th day of February, 2026 by Jessica Hernandez as Attorney-in-Fact (*title of officer*) of Berkshire Hathaway Specialty Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who  is personally known to me or  has produced N/A as identification.

(AFFIX NOTARY SEAL)

M Labno  
Notary Public

Print Name M Labno

My Commission Expires August 18, 2027



EXHIBIT A  
(Subdivision Agreement)

## Subdivision Agreement

This Subdivision Agreement (“Agreement”) is made and entered into as of the Effective Date, defined in paragraph 12 below, by and between Clayton Properties Group, Inc. (the “Applicant”) and Polk County, a political subdivision of the State of Florida (the “County”).

### Recitals

**WHEREAS**, the Applicant has submitted an application under Section 806.A.2. of the County’s Land Development Code (hereinafter “LDC,” the LDC, as amended, is incorporated herein by reference and made a part hereof and all terms used herein shall have the same meaning set forth in the LDC) for approval of a plat (the “Plat”) of a Subdivision to be known as Bella Vista (the “Subdivision”); and

**WHEREAS**, the final plat of the Subdivision shall not be recorded until the Applicant has met all applicable requirements of the LDC.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Applicant and the County agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.
2. The Applicant shall well and truly construct all improvements required by the LDC, or referenced in the Engineer’s Certificate (incorporated herein by reference and made a part hereof) in accordance with the standards and provisions of the LDC by 12/31, 2026 (the “Improvements”) and as full performance security therefore has delivered the security to the County in the amount and in the form required by the LDC.
3. The Applicant guarantees that the Improvements shall be free from construction, design, and/or material defects or failures for a minimum period of one (1) year following the date of acceptance of the work for maintenance by the County (the “Warranty Period”) and shall deliver the appropriate security to the County at the time, in the amount and in the form required by the LDC. The Applicant agrees to correct any such defects arising or discovered during the Warranty Period so that the Improvements thereafter comply with the standards and provisions of the LDC and this Agreement.
4. Once construction is complete, the Applicant shall submit all required record prints, record drawings, and such other documentation required by the LDC. Upon receipt of said documentation and acknowledgment by the County’s Land Development Division that all necessary inspections have been completed, the County agrees, pursuant to the LDC, to issue a letter of compliance to allow the release of certificates of occupancy.
5. Should the Applicant seek and the County grant an extension of the time period established for construction of the Improvements described in paragraph 2, the Applicant shall provide the County with an instrument ensuring the completion of said Improvements within the extended period in the amount and form required by the LDC.
6. In the event the Applicant fails to make the required Improvements (or cause them to be made) according to the schedule for making those Improvements, the County shall utilize the security provided in connection with this Agreement and the LDC. The amount of security may be reduced periodically, but not more than two times during the year, subsequent to the completion, inspection and acceptance of the Improvements by the County. Where the approved completion security has been provided and the Improvements have not been installed according to the approved construction plans, the LDC or the terms of the performance security instrument, the County may, upon ten days written notice to the parties to the instrument, declare the performance security to be in default and exercise the County’s rights there under. Upon default, no further permits or approval shall be granted for the project until adequate progress toward completion of the remaining Improvements is shown as determined by the County.
7. In the event the Applicant shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraphs 2 and 3 and as required by the LDC, the County shall utilize the security provided hereunder.
8. In the event the Applicant fails to fulfill its obligations under this Agreement and as required by the LDC, and the security provided hereunder is inadequate to fully remedy such failure, the Applicant shall be liable for the cost of construction, re-construction, repair, remediation, and installation of the Improvements to the final total cost including, without limitation, court costs, attorney’s fees, engineering, and contingent costs, together with any damages, either direct or consequential, either not covered by or in excess of the security required by the LDC which the County may sustain as a result of the Applicant’s failure to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.

- 9. The County shall record the Plat at such time as the plat complies with and has been approved in accordance with the provisions of the LDC.
- 10. 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. The parties agree that venue will be proper only in the courts of the Tenth Judicial Circuit, located in Polk County, Florida.
- 11. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.
- 12. The effective date of this Agreement shall be the date this Agreement is executed by County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**ATTEST:**

STACY BUTTERFIELD  
CLERK OF THE BOARD

**POLK COUNTY**, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_, Chairman  
Board of County Commissioners

Date: \_\_\_\_\_

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

[Signature]  
Witness

Robert Fitzgerald  
Printed Name

[Signature]  
Witness

Cheron Crotty  
Printed Name  
**STATE OF FLORIDA**

Clayton Properties Group, Inc.  
Name of Corporation

By: [Signature]

BRIAN WALSH  
Printed Name  
Title: ASSISTANT SEC.

(SEAL)



**COUNTY OF POLK**

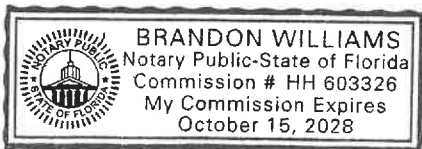
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of February, 2026 by Brian Walsh as Assistant Sec. (title of officer) of Clayton Properties Group Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

[Signature]  
Notary Public

Print Name Brandon Williams

My Commission Expires 10/15/28



**EXHIBIT B**  
**(Engineer's Cost Estimate)**



**Engineers, Land Planners and Construction Managers**

5904 Hillside Heights Drive • Lakeland, FL 33812  
Phone: (863) 619-6131 • Facsimile: (863) 619-6103  
www.jsk-consulting.com

**ENGINEER'S COST ESTIMATE**

October 8, 2025

Polk County BoCC  
330 W. Church Street  
Bartow, Florida 33830

RE: Bella Vista LDRES-2025-15

**Opinion of Probable Construction Cost - Performance Bond Estimate**

Description	Unit	Quantity	Unit Price	Total
<b>Off-Site ROW</b>				
Mobilization	LS	1	\$6,084.00	\$6,084.00
Erosion Control	LS	1	\$3,988.00	\$3,988.00
Site Prep / Demo	LS	1	\$8,469.00	\$8,469.00
Earthwork	LS	1	\$13,351.00	\$13,351.00
Paving - 8" stabilized base, 6" base, 1.5" asphalt	SY	229	\$89.70	\$20,541.30
Install Curbing	LS	1	\$2,284.00	\$2,284.00
Striping and Signage	LS	1	\$1,255.00	\$1,255.00
MOT	LS	1	\$3,138.00	\$3,138.00
Layout / As-Builts	LS	1	\$10,550.00	\$10,550.00
			<b>Sub Total</b>	<b>\$69,660.30</b>
			Contingency@10%	\$6,966.03
			<b>Grand Total</b>	<b>\$76,626.33</b>

The balance to complete the aforementioned work is estimated at **Seventy-Six Thousand Six Hundred Twenty-Six Dollars and Thirty-Three Cents. (\$76,626.33)**. This construction cost estimate shall serve as the basis for the Site Alteration Permit. If you have any questions or need any information, please let our office know.

Sincerely,

**JSK CONSULTING:**

Matthew K. Johnson, PE



### Power Of Attorney

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

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

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

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



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

By:

David Fields, Vice President



**NOTARY**

State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]



Notary Public

I, **Ralph Tortorella**, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this **February 19, 2026**.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Parker@bhspecialty.com](mailto:Jennifer.Parker@bhspecialty.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claims@bhspecialty.com](mailto:claims@bhspecialty.com), via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

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

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

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

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

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

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

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

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

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

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