

RESIDENTIAL MAINTENANCE BOND Bond No. 47SUR300214011508

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, as Obligee, in the sum of Two Hundred Sixty Nine Thousand One Hundred Seventy Nine and 30/100 (\$269,179.30) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County’s Land Development Code (hereinafter “LDC”) is by reference incorporated into and made part of this Maintenance Bond (hereinafter “Bond”); and

WHEREAS, the Principal has constructed the improvements described in the Engineer’s Cost Estimate, attached hereto as Exhibit “A” and incorporated into and made part of this Bond (hereinafter “Improvements”), in the Myrtlebrook Preserve subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter “Plans”) filed with Polk County’s Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee’s final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee’s acceptance of the Improvements (the “Bond Commencement Date”).

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

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the “Warranty Period”) against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the “Defect”) of the Improvements; and
2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

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 Obligor agree to pay all costs incurred by the Obligee, including attorney's fees and costs, 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. 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 to the addresses listed below:

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 commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 15th day of January, 2026.

PRINCIPAL:

[Signature]
Witness

Brandon Williams
Printed Name

[Signature]
Witness

Charles Jewell
Printed Name

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

By: [Signature]

BRIAN WALSH
Printed Name
Title: ASSISTANT SEC
(SEAL)



SURETY:

[Signature]
Witness

John P. Harney
Printed Name

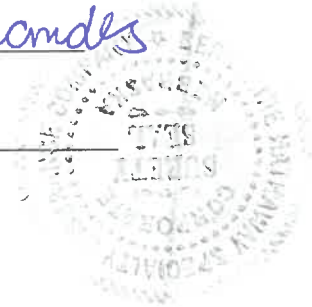
[Signature]
Witness

M. Labno
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)



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, Jacquelyn M. Norstrom, Haley Anderson, Matthew Labno, Melissa Heffernan, 353 N. Clark Street of the city of Chicago, State of Illinois, their true and lawful attorney(s) in fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

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]



[Signature of John C. Skinner]
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 January 15, 2026.



[Signature of Ralph Tortorella]
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhsispecialty.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 claim@bhsispecialty.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.

MAINTENANCE BOND ENGINEER'S ESTIMATE
MYRTLEBROOK PRESERVE
3/31/2025

Description	Quantity	Unit	Unit Cost	Total Cost
Sanitary Sewer System				
6" x 18" Wet Tap	1	EA	\$ 7,495.24	\$ 7,495.24
6" x 6" Wet Tap	1	EA	\$ 6,652.62	\$ 6,652.62
Open Cut Asphalt for tie tin	190	SY	\$ 122.47	\$ 23,269.30
6" Forcemain in Right of Way	40	LF	\$ 45.48	\$ 1,819.20
6" Forcemain	1140	LF	\$ 35.14	\$ 40,059.60
6" Forcemain Conflict	8	EA	\$ 2,844.42	\$ 22,755.36
6" Gate Valve	1	EA	\$ 1,695.36	\$ 1,695.36
8" Sanitary Pipe (0-6)"	448	LF	\$ 38.17	\$ 17,100.16
8" Sanitary Pipe (6-8)"	1220	LF	\$ 40.46	\$ 49,361.20
8" Sanitary pipe (8-10)"	1386	LF	\$ 49.67	\$ 68,842.62
Single Service Sanitary	13	EA	\$ 1,140.58	\$ 14,827.54
Double Service Sanitary	32	EA	\$ 1,679.93	\$ 53,757.76
Lift Station with generator	1	LS	\$ 621,284.10	\$ 621,284.10
Lift Station Concrete	1720	SF	\$ 7.35	\$ 12,642.00
Lift Station Fencing	160	LF	\$ 126.00	\$ 20,160.00
Sanitary Manhole (0-6)	3	EA	\$ 5,670.44	\$ 17,011.32
Sanitary Manhole (6-8)	5	EA	\$ 6,463.60	\$ 32,318.00
Sanitary Manhole (8-10)	5	EA	\$ 8,117.78	\$ 40,588.90
Sanitary Manhole (6-8) lined	1	LS	\$ 10,571.81	\$ 10,571.81
Sanitary Manhole (8-10) lined	1	LS	\$ 17,951.51	\$ 17,951.51
#57 Bedding Stone	100	TN	\$ 67.75	\$ 6,775.40
Sanitary System Total				\$ 1,086,939.00
Reclaim Water System				
6" x 12" Wet Tap	1	EA	\$ 6,758.75	\$ 6,758.75
4" Reclaim Water DR 18	280	LF	\$ 22.73	\$ 6,364.40
6" Open Cut and Repair	1	LS	\$ 23,268.91	\$ 23,268.91
6" Reclaim Water DR 18	2960	LF	\$ 31.19	\$ 92,322.40
6" Gate Valve	12	EA	\$ 1,643.91	\$ 19,726.92
6" Conflicts	13	EA	\$ 1,805.12	\$ 23,466.56
Single Service	13	EA	\$ 1,049.51	\$ 13,643.63
Double Service	33	EA	\$ 1,656.17	\$ 54,653.61
Reclaim System Total				\$ 240,205.18
Water Distrubtion System				
8" x 16" Wet Tap	1	EA	\$ 11,063.31	\$ 11,063.31
8" x 8" Wet Tap	1	EA	\$ 7,545.26	\$ 7,545.26
6" Water Line DR 18"	2420	LF	\$ 31.77	\$ 76,883.40
6" Gate Valve	8	EA	\$ 1,810.81	\$ 14,486.48
6" Conflicts	5	EA	\$ 1,790.86	\$ 8,954.30
8" Water Main DR18	1260	LF	\$ 44.25	\$ 55,755.00
8" Gate Valve	7	EA	\$ 2,484.87	\$ 17,394.09
8" Conflicts	3	EA	\$ 2,099.66	\$ 6,298.98
Blow Off Assembly	2	EA	\$ 1,359.88	\$ 2,719.76
Fire Hydrant	4.0	EA	\$ 6,941.47	\$ 27,765.88
Single Service	24	EA	\$ 1,060.67	\$ 25,456.08
Double Service	27	EA	\$ 1,712.27	\$ 46,231.29
Water Sytem Total				\$ 300,553.83



330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Myrtlebrook Preserve

Project #: LDRES-2023-53

DATE: 2/17/2026

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.