

PERFORMANCE BOND Bond No. 47SUR300214011307

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 Eight-Hundred Eighty Thousand Five Hundred Two and 11/100 (\$ 880,502.11) 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 Touchstone - Phase 1 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 28th DAY OF July, 2025,
(the date of issue by the Surety).

[Signature]
Witness

MILTON ANDRADE
Printed Name

[Signature]
Witness

Robert Fitzgerald
Printed Name

PRINCIPAL:

Clayton Properties Group, Inc. dba Highland Homes

Name of Corporation

By: [Signature]

D. Joel Adams, Vice President

Printed Name

Title:

(SEAL)



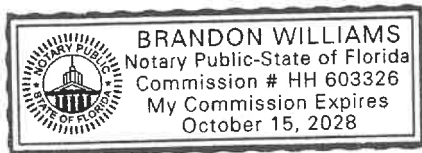
PRINCIPAL

STATE OF Fla

COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of July, 2025, by D. Joel Adams as Vice President (title of officer) of Clayton Properties Group, Inc. (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:

Josefina Rojo
Witness

Josefina Rojo

Printed Name

John P. Harney
Witness

John P. Harney

Printed Name

Berkshire Hathaway Specialty Insurance Company

Name of Corporation

By: Jessica Hernandez

Jessica Hernandez

Printed Name

Title:

(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 28th day of July, 2025, 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)

EXHIBIT B
(Engineer's Cost Estimate)



July 07, 2025

Mr. Gator Howerton Jr., P.E.
Polk County Land Development
330 West Church Street
Bartow, FL 33830

PROJECT: Touchstone Residential – Phase 1
PROJECT No: LDSUR-2025-48

Dear Mr. Howerton,

The cost of finalizing and completing the above-mentioned project for the purpose of filing the plat, in my opinion, should be as follows:

CREWS LAKE ROAD IMPROVEMENTS	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)
Saw Cut EOP	470	LF	\$ 5.15	\$ 2,420.50
MOT	1	LS	\$ 5,407.50	\$ 5,407.50
Earthwork	1	LS	\$ 25,331.78	\$ 25,331.78
Fine Grade Widening and R/W	2090	SY	\$ 2.16	\$ 4,514.40
Sod Disturbed Area	2090	SY	\$ 3.09	\$ 6,458.10
14" Limerock Base (6" in lieu of slab)	995	SY	\$ 49.71	\$ 49,461.45
1.5" Asphalt Paving (Widening)	720	SY	\$ 20.60	\$ 14,832.00
Mill and Overlay w/ 1.5" FC Asphalt	2800	SY	\$ 25.75	\$ 72,100.00
Striping and Signage	1	LS	\$ 7,776.50	\$ 7,776.50
TOTAL CREWS LAKE ROAD IMPROVEMENTS				\$ 188,302.23

YARBOROUGH AVE IMPROVEMENTS	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)
Striping and Signage	1	LS	\$ 3,605.00	\$ 3,605.00
TOTAL YARBOROUGH AVE IMPROVEMENTS				\$ 3,605.00

EARTHWORK (ENTIRE SITE INCLUDED) PH 1	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)
Fine Grade R/W	25836	SY	\$ 0.65	\$ 16,793.40
Fine Grade Remaining Site	21351	SY	\$ 0.30	\$ 6,405.30
Seed and Mulch Lots	136909	SY	\$ 0.37	\$ 50,656.51
TOTAL EARTHWORK (ENTIRE SITE INCLUDED) PH 1				\$ 73,855.21

ASPHALT AND CONCRETE PH 1	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)
6" Limerock Base	2869	SY	\$ 17.05	\$ 48,924.97
1.5" SP 9.5 Asphalt Paving	14391	SY	\$ 13.20	\$ 189,960.90

Miami Curb and Gutter	3249	LF	\$ 14.40	\$ 46,785.69
2' Sod Back of Curb	6565	SY	\$ 3.09	\$ 20,285.85
4' Common Area Sidewalk	2359	SF	\$ 4.64	\$ 10,945.76
4' Sidewalk along Crews Lake Dr.	5650	SF	\$ 5.15	\$ 29,097.50
Striping and Signage	1	LS	\$ 9,991.00	\$ 9,991.00
TOTAL ASPHALT AND CONCRETE PH 1				\$ 355,991.67

SANITARY SEWER SYSTEM PH 1	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)
Lift Station	1	EA	\$ 38,197.59	\$ 38,197.59
Lift Station Fencing	140	LF	\$ 139.05	\$ 19,467.00
Lift Station Concrete	1250	SF	\$ 7.21	\$ 9,012.50
Water Service to LS	1	LS	\$ 4,099.75	\$ 4,099.75
Single Service	2	EA	\$ 570.65	\$ 1,141.30
Double Service	3	EA	\$ 992.43	\$ 2,977.28
Air Test / T.V. Sanitary Sewer	1964	LF	\$ 8.24	\$ 16,183.36
TOTAL SANITARY SEWER SYSTEM PH 1				\$ 91,078.78

STORM SEWER SYSTEM PH 1	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)
Clean / T.V. Storm Sewer	7788	LF	\$ 8.24	\$ 64,173.12
TOTAL STORM SEWER SYSTEM PH 1				\$ 64,173.12

WATER MAIN PH 1	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)
8" DR 18 Water Main PH 1	222	LF	\$ 37.41	\$ 8,305.27
8" Fittings	2	EA	\$ 641.54	\$ 1,283.07
8" Gate Valves	2	EA	\$ 781.86	\$ 1,563.72
8" Water Conflicts	1	EA	\$ 936.79	\$ 936.79
Fire Hydrants	1	EA	\$ 1,608.84	\$ 1,608.84
2" Blow Off	1	EA	\$ 642.06	\$ 642.06
Single Service	1	EA	\$ 1,054.40	\$ 1,054.40
Double Service	3	EA	\$ 1,268.36	\$ 3,805.08
Pressure / BT Test Water Line	215	EA	\$ 1.49	\$ 321.41
TOTAL WATER MAIN PH 1				\$ 19,520.64

MISCELLANEOUS ITEMS PH 1	Quantity	Unit	Unit Cost (\$)	Extended Cost (\$)
Project Manager	1	LS	\$ 1,489.37	\$ 1,489.37
Field Supervisor	1	LS	\$ 2,440.44	\$ 2,440.44

TOTAL MISCELLANEOUS ITEMS PH 1				\$ 3,929.81
PROJECT TOTAL				\$ 800,456.46
PERFORMANCE 110% OF TOTAL				\$ 880,502.11

Should you have any questions or require additional information, please contact me at 863-226-6863 or via email at marke.wilson@kimley-horn.com.

Best Regards,

KIMLEY-HORN AND ASSOCIATES, INC.

A circular professional engineer seal for Mark E. Wilson, State of Florida, No. 47615. The seal is stamped in blue ink and features a star in the center. A blue ink signature of Mark E. Wilson is written over the seal.

Mark E. Wilson, P.E.
Senior Project Manager

TOTAL MISCELLANEOUS ITEMS PH 1				\$ 3,929.81
PROJECT TOTAL				\$ 800,456.46
PERFORMANCE 110% OF TOTAL				\$ 880,502.11

Should you have any questions or require additional information, please contact me at 863-226-6863 or via email at mark.wilson@kimley-horn.com



Berkshire Hathaway
Specialty Insurance

47-SUR-300214-01-1307

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

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

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



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

By:

David Fields, Vice President

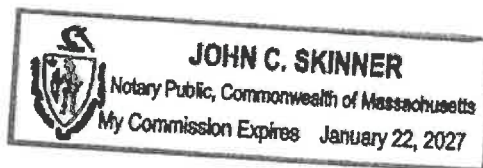


NOTARY

State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this July 28, 2023.



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 kennifer.porter@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimservice@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.