

PERFORMANCE BOND

Bond No. S-346225

KNOWN ALL MEN BY THESE PRESENTS, That we, DWV Investments, LLC, as Principal, and NGM Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of FL and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Three Hundred Forty Seven Thousand Seven Hundred Eighty Six & 16/100 (\$ 347,786.16) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, 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 Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct 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 Vista Village platted 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 LDC requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

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

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Vista Village subdivision in accordance with the Plans and LDC by DECEMBER 2026, 2026 (the "Guaranty Period") and as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void. If the Improvements are not constructed within the Guaranty Period or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.
2. The Surety unconditionally covenants and agrees that if the Principal fails to complete construction of all or any part of the requirement Improvements within the Guaranty Period, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the said Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, 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.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.
4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the Improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

NGM Insurance Company
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246

The Principal at:

DVV Investments, LLC
P.O. Box 8145
Greenville, SC 29604

The Obligee at:

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

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their
duly authorized officers this 6 day of May, 2026.

Shawn Walker
Witness

Shawn Walker
Printed Name

[Signature]
Witness

Jeffery Johnson
Printed Name

Candy Wagner
Witness

Candy Wagner
Printed Name

[Signature]
Witness

Daniel Wagner, Jr.
Printed Name

PRINCIPAL:
DVV Investments, LLC
Name of Corporation

By: [Signature]
STEVEN DANIEL
Printed Name

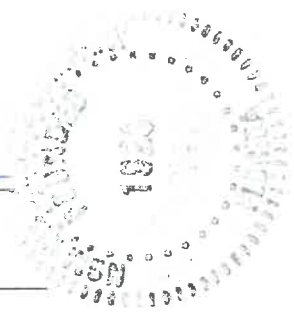
Title: MANAGER
(SEAL)

SURETY:
NGM Insurance Company
Name of Corporation

By: [Signature]
Taylor Wagner
Printed Name

Title: ATTORNEY-IN-FACT
(SEAL)

(attach power of attorney)





POWER OF ATTORNEY

06-03140039

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Daniel F. Wagner, Daniel F. Wagner Jr., Taylor Wagner

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Ten Million Dollars (\$10,000,000), including any related Consent of Surety or supplemental documents required, and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 18th day of September, 2025.

NGM INSURANCE COMPANY By:

L. K. Powell



Lauren K. Powell
Vice President, Corporate Secretary

State of Wisconsin,
County of Dane.

On this 18th day of September, 2025, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 18th day of September 2025.

Mary J. Rippe

My Commission Expires February 8, 2027



I, Janet S. Embray, President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 6 day of May, 2026.

Janet S. Embray

Janet S. Embray, President

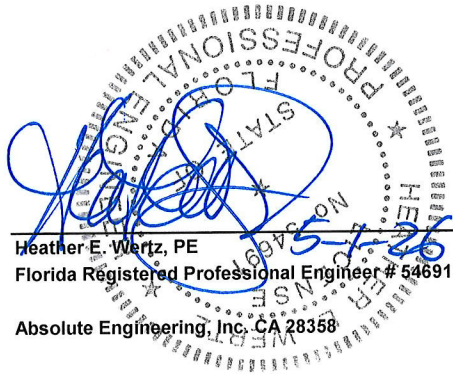


WARNING: Any unauthorized reproduction or alteration of this document is prohibited. TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281. TO SUBMIT A CLAIM: Send all correspondence to 53 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



TOWNHOMES AT VISTA VILLAGE
SUBDIVISION INFRASTRUCTURE
Engineer's Certification of Total Cost to be Bonded for Platting

SURVEY	<u>\$16,800.00</u>
EARTHWORK	<u>\$98,482.82</u>
PAVING	<u>\$42,762.36</u>
WATER	<u>\$299.85</u>
SANITARY	<u>\$145,685.77</u>
RECLAIM	<u>\$12,138.44</u>
TOTAL:	<u>\$316,169.24</u>
 110% PERFORMANCE BOND AMOUNT	 <u>\$347,786.16</u>



Heather E. Wertz, PE
Florida Registered Professional Engineer # 54691
Absolute Engineering, Inc. CA 28358

