

**RESIDENTIAL MAINTENANCE BOND** Bond No. 47SUR300214011655

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 Nebraska 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 Eight Hundred Eighty-Seven Thousand Five Hundred Seventy-Eight Dollars and Six Cents (\$ 887,578.06 ) 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 Touchstone - Phase 1 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

Initials



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 Obligors 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 S. Florida Ave ste 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 11th day of June, 2026.

PRINCIPAL:

Clayton Properties Group, Inc. dba Highland Homes

Name of Corporation

By:

Printed Name

Title: Assistant Secretary  
(SEAL)



SURETY:

Berkshire Hathaway Specialty Insurance Company

Name of Corporation

By:

Printed Name

Title: Attorney-in-Fact  
(SEAL)



(Attach power of attorney)

2 Bahrt  
Witness

Terrence Bobet  
Printed Name

Chevon Clatty  
Witness

Chevon Clatty  
Printed Name

John P. Harney  
Witness

John P. Harney  
Printed Name

Josefina Rojo  
Witness

Josefina Rojo  
Printed Name

Initials BV



December 18, 2025

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

**RE: Touchstone Residential – Phase 1**  
**Project ID #: LDRES-2022-3**

Dear Mr. Howerton:

Based on the Contractor's Schedule of Values, as listed below the Maintenance, Materials, and Workmanship Warranty Bond for Potable Water, Reclaim Water, Sanitary Sewer, Storm Sewer and Roadway Improvements to be owned and maintained by Polk County for **Touchstone Residential – Phase 1** should be **\$887,578.06**.

| <b><u>CREWS LAKE ROAD IMPROVEMENTS</u></b> |             |             |                       |                           |
|--------------------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>                    | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| Sod Disturbed Areas                        | 2,090.00    | SY          | \$ 3.09               | \$ 6,458.10               |
| 14" Lime Rock Base (6" in lieu of slab)    | 995.00      | SY          | \$ 49.71              | \$ 49,461.45              |
| 1.5" Asphalt Paving (Widening)             | 720.00      | SY          | \$ 20.60              | \$ 14,832.00              |
| 1.5" FC Asphalt (Mill and Overlay)         | 2,800.00    | SY          | \$ 25.75              | \$ 72,100.00              |
| Striping and Signage                       | 1.00        | LS          | \$ 7,776.50           | \$ 7,776.50               |
| <b>Total Crews Lake Road Improvements</b>  |             |             |                       | <b>\$ 150,628.05</b>      |

| <b><u>YARBOROUGH AVENUE IMPROVEMENTS</u></b> |             |             |                       |                           |
|----------------------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>                      | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| 12" Stabilization                            | 7,200.00    | SY          | \$ 9.59               | \$ 69,048.00              |
| 8" Lime Rock Base                            | 5,650.00    | SY          | \$ 20.76              | \$ 117,294.00             |
| 2" SP 9.5 Asphalt Paving                     | 5,650.00    | SY          | \$ 16.43              | \$ 92,829.50              |
| 5' Sidewalk (4" Thick)                       | 9,045.00    | SF          | \$ 4.64               | \$ 41,968.80              |
| ADA Ramp with Mats                           | 6.00        | EA          | \$ 1,905.50           | \$ 11,433.00              |
| Miami Curb                                   | 3,320.00    | LF          | \$ 14.94              | \$ 49,600.80              |
| Type "F" Curb and Transitions                | 570.00      | LF          | \$ 22.66              | \$ 12,916.20              |
| 2' Drop Curb                                 | 160.00      | LF          | \$ 24.21              | \$ 3,873.60               |
| Sod Back of Curb                             | 8,375.00    | SY          | \$ 3.09               | \$ 25,878.75              |
| Striping and Signage                         | 1.00        | LS          | \$ 3,605.00           | \$ 3,605.00               |
| <b>Total Yarborough Avenue Improvements</b>  |             |             |                       | <b>\$ 428,447.65</b>      |

| <b><u>STORM SYSTEM ON YARBOROUGH AVENUE</u></b> |             |             |                       |                           |
|-------------------------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>                         | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| 18" HP Pipe (0-6)                               | 1,120.00    | LF          | \$ 49.15              | \$ 55,048.00              |
| 18" HP Pipe (8-10)                              | 260.00      | LF          | \$ 57.79              | \$ 15,025.40              |
| 24" HP Pipe (6-8)                               | 20.00       | LF          | \$ 71.13              | \$ 1,422.60               |
| 24" HP Pipe (8-10)                              | 260.00      | LF          | \$ 73.26              | \$ 19,047.60              |
| Type P-5 Inlet                                  | 8.00        | EA          | \$ 8,522.41           | \$ 68,179.28              |
| J-5 Curb Inlet                                  | 4.00        | LS          | \$ 14,828.73          | \$ 59,314.92              |
| Type V Inlet                                    | 1.00        | EA          | \$ 9,010.17           | \$ 9,010.17               |
| <b>Total Storm System on Yarborough Avenue</b>  |             |             |                       |                           |
|                                                 |             |             |                       | <b>\$ 227,047.97</b>      |

| <b><u>FORCE MAIN ON YARBOROUGH AVENUE</u></b> |             |             |                       |                           |
|-----------------------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>                       | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| 12" X 12" Wet Tap Force Main                  | 1.00        | EA          | \$ 11,009.17          | \$ 11,009.17              |
| 12" Force Main                                | 1,100.00    | LF          | \$ 65.27              | \$ 71,797.00              |
| 12" Force Main Fittings                       | 8.00        | EA          | \$ 1,435.99           | \$ 11,487.92              |
| 12" Gate Valve                                | 2.00        | EA          | \$ 3,847.34           | \$ 7,694.68               |
| 6" Force Main                                 | 120.00      | LF          | \$ 58.16              | \$ 6,979.20               |
| 6" Gate Valve                                 | 1.00        | EA          | \$ 1,537.07           | \$ 1,537.07               |
| Air Release Valve                             | 2.00        | EA          | \$ 9,587.59           | \$ 19,175.18              |
| <b>Total Force Main on Yarborough Avenue</b>  |             |             |                       |                           |
|                                               |             |             |                       | <b>\$ 129,680.22</b>      |

| <b><u>WATER MAIN ON YARBOROUGH AVENUE</u></b> |             |             |                       |                           |
|-----------------------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>                       | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| 12" X 10" Wet Tap                             | 2.00        | EA          | \$ 10,194.79          | \$ 20,389.58              |
| 10" Directional Bore Under Crews Lake         | 100.00      | LF          | \$ 113.48             | \$ 11,348.00              |
| 10" DR-18 Water Main                          | 1,880.00    | LF          | \$ 52.57              | \$ 98,831.60              |
| 10" Fittings                                  | 8.00        | EA          | \$ 1,258.48           | \$ 10,067.84              |
| 10" Gate Valve                                | 2.00        | EA          | \$ 3,783.60           | \$ 7,567.20               |
| 2" Automatic Blow-Off                         | 1.00        | EA          | \$ 8,160.11           | \$ 8,160.11               |
| <b>Total Water Main on Yarborough Avenue</b>  |             |             |                       |                           |
|                                               |             |             |                       | <b>\$ 156,364.33</b>      |

| YARBOROUGH AVENUE (BEYOND SECOND ENTRANCE)       |          |      |                |                    |
|--------------------------------------------------|----------|------|----------------|--------------------|
| ITEM DESCRIPTION                                 | Qty.     | Unit | Unit Cost (\$) | Extended Cost (\$) |
| 18" HP (0-6)                                     | 80.00    | LF   | \$ 49.16       | \$ 3,932.80        |
| 24" HP (6-8)                                     | 420.00   | LF   | \$ 71.10       | \$ 29,862.00       |
| 24" HP (8-10)                                    | 340.00   | LF   | \$ 73.27       | \$ 24,911.80       |
| Type P-5 Inlet                                   | 7.00     | EA   | \$ 8,522.41    | \$ 59,656.87       |
| 10" Water Main                                   | 1,500.00 | LF   | \$ 52.57       | \$ 78,855.00       |
| 10" Gate Valve                                   | 3.00     | EA   | \$ 3,783.20    | \$ 11,349.60       |
| 2" Auto Blow Off                                 | 1.00     | EA   | \$ 8,160.11    | \$ 8,160.11        |
| 12" Stabilization                                | 5,315.00 | SY   | \$ 9.59        | \$ 50,970.85       |
| 8" Lime Rock Base                                | 4,000.00 | SY   | \$ 20.76       | \$ 83,040.00       |
| 2" SP 9.5 Asphalt Paving                         | 4,000.00 | SY   | \$ 16.43       | \$ 65,720.00       |
| Miami Curb and Gutter                            | 2,960.00 | LF   | \$ 14.94       | \$ 44,222.40       |
| 5' Sidewalk (4" Thick)                           | 7,235.00 | SF   | \$ 4.64        | \$ 33,570.40       |
| Total Yarborough Avenue (Beyond Second Entrance) |          |      |                | \$ 494,251.83      |

| <u><b>ASPHALT AND CONCRETE PHASE 1</b></u> |             |             |                       |                           |
|--------------------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>                    | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| 8" Stabilization                           | 36,010.00   | SY          | \$ 9.05               | \$ 325,890.50             |
| 6" Lime Rock Base                          | 28,695.00   | SY          | \$ 17.05              | \$ 489,249.75             |
| 1.5" SP 9.5 Asphalt Paving                 | 28,695.00   | SY          | \$ 13.24              | \$ 379,921.80             |
| Miami Curb and Gutter                      | 21,630.00   | LF          | \$ 14.42              | \$ 311,904.60             |
| 2' Sod Back of Curb                        | 6,565.00    | SY          | \$ 3.09               | \$ 20,285.85              |
| Type F Curb                                | 490.00      | LF          | \$ 22.66              | \$ 11,103.40              |
| 4' Common Area Sidewalk                    | 3,370.00    | SF          | \$ 4.64               | \$ 15,636.80              |
| 4' Sidewalk Along Crews Lake Drive         | 5,650.00    | SF          | \$ 5.15               | \$ 29,097.50              |
| Striping and Signage                       | 1.00        | LS          | \$ 9,991.00           | \$ 9,991.00               |
| <b>Total Asphalt and Concrete Phase 1</b>  |             |             |                       | <b>\$ 1,593,081.20</b>    |



| <b>SANITARY SEWER SYSTEM PHASE 1</b>       |             |             |                       |                           |
|--------------------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>                    | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| 8" PVC Sanitary (0-6)                      | 3,248.00    | LF          | \$ 32.16              | \$ 104,455.68             |
| 8" PVC Sanitary (6-8)                      | 2,142.00    | LF          | \$ 38.64              | \$ 82,766.88              |
| 8" PVC Sanitary (8-10)                     | 2,520.00    | LF          | \$ 42.96              | \$ 108,259.20             |
| 8" PVC Sanitary (10-12)                    | 1,190.00    | LF          | \$ 90.48              | \$ 107,671.20             |
| 8" PVC Sanitary (12-14)                    | 714.00      | LF          | \$ 144.48             | \$ 103,158.72             |
| 8" PVC Sanitary (14-16)                    | 224.00      | LF          | \$ 155.28             | \$ 34,782.72              |
| Air Release Valve                          | 1.00        | EA          | \$ 10,966.40          | \$ 10,966.40              |
| Lift Station                               | 1.00        | EA          | \$763,951.74          | \$ 763,951.74             |
| Lift Station Fencing                       | 140.00      | LF          | \$ 139.05             | \$ 19,467.00              |
| Lift Station Concrete                      | 1,250.00    | SF          | \$ 7.21               | \$ 9,012.50               |
| Water Service to Lift Station              | 1.00        | LS          | \$ 4,099.75           | \$ 4,099.75               |
| Sanitary Manhole (0-6)                     | 18.00       | EA          | \$ 5,091.63           | \$ 91,649.34              |
| Sanitary Manhole (6-8)                     | 12.00       | EA          | \$ 5,747.34           | \$ 68,968.08              |
| Sanitary Manhole (8-10)                    | 6.00        | EA          | \$ 8,574.11           | \$ 51,444.66              |
| Sanitary Manhole (8-10) 5'                 | 1.00        | EA          | \$ 19,131.64          | \$ 19,131.64              |
| Sanitary Manhole (10-12)                   | 7.00        | EA          | \$ 8,954.06           | \$ 62,678.42              |
| Sanitary Manhole (12-14)                   | 2.00        | EA          | \$ 11,781.25          | \$ 23,562.50              |
| Sanitary Manhole (12-14) 5'                | 1.00        | EA          | \$ 8,101.48           | \$ 8,101.48               |
| Sanitary Manhole (14-16) 5'                | 2.00        | EA          | \$ 27,713.15          | \$ 55,426.30              |
| Sanitary Manhole (16-18) 5'                | 3.00        | EA          | \$ 33,767.01          | \$ 101,301.03             |
| Single Service                             | 53.00       | EA          | \$ 1,076.70           | \$ 57,065.10              |
| Double Service                             | 94.00       | EA          | \$ 1,583.66           | \$ 148,864.04             |
| <b>Total Sanitary Sewer System Phase 1</b> |             |             |                       | <b>\$ 2,036,784.38</b>    |

| <b><u>STORM SEWER SYTEM PHASE 1</u></b> |             |             |                       |                           |
|-----------------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>                 | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| 18" HP Pipe (0-6)                       | 1,460.00    | LF          | \$ 44.83              | \$ 65,451.80              |
| 18" RCP Pipe (0-6)                      | 100.00      | LF          | \$ 44.84              | \$ 4,484.00               |
| 18" HP Pipe (6-8)                       | 820.00      | LF          | \$ 46.99              | \$ 38,531.80              |
| 18" HP Pipe (8-10)                      | 580.00      | LF          | \$ 51.31              | \$ 29,759.80              |
| 18" HP Pipe (10-12)                     | 280.00      | LF          | \$ 59.95              | \$ 16,786.00              |
| 18" HP Pipe (12-14)                     | 20.00       | LF          | \$ 76.22              | \$ 1,524.40               |
| 24" HP Pipe (0-6)                       | 840.00      | LF          | \$ 62.46              | \$ 52,466.40              |
| 24" HP Pipe (6-8)                       | 340.00      | LF          | \$ 66.78              | \$ 22,705.20              |
| 24" HP Pipe (8-10)                      | 1,300.00    | LF          | \$ 68.95              | \$ 89,635.00              |
| 24" HP Pipe (12-14)                     | 560.00      | LF          | \$ 93.79              | \$ 52,522.40              |
| 30" HP Pipe (6-8)                       | 340.00      | LF          | \$ 92.68              | \$ 31,511.20              |
| 30" HP Pipe (8-10)                      | 1,680.00    | LF          | \$ 97.01              | \$ 162,976.80             |
| 30" HP Pipe (10-12)                     | 500.00      | LF          | \$ 105.65             | \$ 52,825.00              |
| 36" HP Pipe (0-6)                       | 200.00      | LF          | \$ 105.28             | \$ 21,056.00              |
| 36" HP Pipe (8-10)                      | 60.00       | LF          | \$ 117.16             | \$ 7,029.60               |
| 36" HP Pipe (12-14)                     | 1,120.00    | LF          | \$ 144.15             | \$ 161,448.00             |
| 36" HP Pipe (14-16)                     | 140.00      | LF          | \$ 181.95             | \$ 25,473.00              |
| 42" HP Pipe (10-12)                     | 40.00       | LF          | \$ 171.62             | \$ 6,864.80               |
| 42" HP Pipe (12-14)                     | 980.00      | LF          | \$ 176.99             | \$ 173,450.20             |
| 42" HP Pipe (14-16)                     | 220.00      | LF          | \$ 268.89             | \$ 59,155.80              |
| 48" HP Pipe (8-10)                      | 420.00      | LF          | \$ 186.47             | \$ 78,317.40              |
| 48" HP Pipe (10-12)                     | 480.00      | LF          | \$ 197.27             | \$ 94,689.60              |
| 60" HP Pipe (14-16)                     | 500.00      | LF          | \$ 278.94             | \$ 139,470.00             |
| Type P-8 Manhole                        | 17.00       | EA          | \$ 6,502.25           | \$ 110,538.25             |
| Type J-8 Manhole                        | 12.00       | EA          | \$ 11,808.64          | \$ 141,703.68             |
| Type V Inlet                            | 56.00       | EA          | \$ 9,009.36           | \$ 504,524.16             |
| Type V Inlet with J Bottom              | 20.00       | EA          | \$ 13,831.04          | \$ 276,620.80             |
| <b>Total Storm Sewer System Phase 1</b> |             |             |                       | <b>\$ 2,421,521.09</b>    |

| <b><u>WATER MAIN PHASE 1</u></b> |             |             |                       |                           |
|----------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>          | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| 8" DR-18 Water Main Phase 1      | 11,160.00   | LF          | \$ 37.21              | \$ 415,263.60             |
| 8" Fittings                      | 84.00       | EA          | \$ 763.73             | \$ 64,153.32              |
| 8" Gate Valves                   | 31.00       | EA          | \$ 2,522.13           | \$ 78,186.03              |
| Fire Hydrants                    | 12.00       | EA          | \$ 6,703.48           | \$ 80,441.76              |
| 2" Blow Off                      | 6.00        | EA          | \$ 5,350.51           | \$ 32,103.06              |
| Single Service                   | 51.00       | EA          | \$ 1,033.73           | \$ 52,720.23              |
| Double Service                   | 118.00      | EA          | \$ 1,612.32           | \$ 190,253.76             |
| <b>Total Water Main Phase 1</b>  |             |             |                       | <b>\$ 913,121.76</b>      |

| <b><u>FORCE MAIN PHASE 1</u></b> |             |             |                       |                           |
|----------------------------------|-------------|-------------|-----------------------|---------------------------|
| <b>ITEM DESCRIPTION</b>          | <b>Qty.</b> | <b>Unit</b> | <b>Unit Cost (\$)</b> | <b>Extended Cost (\$)</b> |
| 12" Force Main (On-Site)         | 3,700.00    | LF          | \$ 64.19              | \$ 237,503.00             |
| 12" Fittings                     | 38.00       | EA          | \$ 1,437.15           | \$ 54,611.70              |
| 12" Gate Valve                   | 2.00        | EA          | \$ 3,739.89           | \$ 7,479.78               |
| 6" Force Main (On-Site)          | 120.00      | LF          | \$ 30.61              | \$ 3,673.20               |
| 6" Gate Valve                    | 1.00        | EA          | \$ 1,812.59           | \$ 1,812.59               |
| 2" Air Release Valve             | 2.00        | EA          | 9885.91               | \$ 19,771.82              |
| <b>Total Force Main Phase 1</b>  |             |             |                       | <b>\$ 324,852.09</b>      |

| <b><u>TOTAL COST SUMMARY</u></b>                        |                        |
|---------------------------------------------------------|------------------------|
| <b>ITEM DESCRIPTION</b>                                 | <b>Total Cost (\$)</b> |
| <i>Total Crews Lake Road Improvements</i>               | \$ 150,628.05          |
| <i>Total Yarborough Avenue Improvements</i>             | \$ 428,447.65          |
| <i>Total Storm System on Yarborough Avenue</i>          | \$ 227,047.97          |
| <i>Total Force Main on Yarborough Avenue</i>            | \$ 129,680.22          |
| <i>Total Water Main on Yarborough Avenue</i>            | \$ 156,364.33          |
| <i>Total Yarborough Avenue (Beyond Second Entrance)</i> | \$ 494,251.83          |
| <i>Total Asphalt and Concrete Phase 1</i>               | \$ 1,593,081.20        |
| <i>Total Sanitary Sewer System Phase 1</i>              | \$ 2,036,784.38        |
| <i>Total Storm Sewer System Phase 1</i>                 | \$ 2,421,521.09        |
| <i>Total Water Main Phase 1</i>                         | \$ 913,121.76          |
| <i>Total Force Main Phase 1</i>                         | \$ 324,852.09          |
| <b>Contract Total</b>                                   | <b>\$ 8,875,780.57</b> |
| <b>Warranty Amount (10% of Total)</b>                   | <b>\$ 887,578.06</b>   |



Should you have any questions or require additional information, please contact me at 863-226-6873 or [richard.mills@kimley-horn.com](mailto:richard.mills@kimley-horn.com).

Sincerely,

**Kimley-Horn and Associates, Inc**

A handwritten signature in blue ink, appearing to read "R. Mills".

Richard Mills, P.E.  
Project Manager

## 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 and NATIONAL INDEMNITY COMPANY**, corporation existing under and by virtue of the laws of the State of Nebraska, and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut (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, Rebecca Sanford, Christina L. Sandoval, Christopher P. Troha located at 353 N. Clark Street of the city of Chicago, State of Illinois as 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, bid related commitments to include surety consents, surety consents for release or reduction of retained percentages, final estimates on engineering and construction contracts 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 related writings obligatory in the nature thereof as described herein.**

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 17th of September, 2025. 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 authorized officer of the Companies may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signatures 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

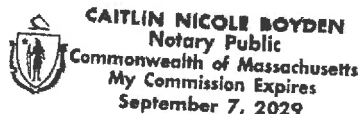


#### NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 17th day of September, 2025 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 III, 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 June 11, 2026.

Ralph Tortorella III, Officer

**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) to remove at any time any such Attorney-in-fact and revoke the authority given him.

**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) to remove at any time any such Attorney-in-fact and revoke the authority given him.



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**LAND DEVELOPMENT DIVISION**

MEMORANDUM

**To:** Chrissy Irons, Development Coordinator II

**From:** George Worthen, Inspector

**Project Name:** Touchstone Phase 1

**Project #:** LDRES-2022-3

**DATE:** 4/9/2026

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.