



LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Rita Karacson, Project Coordinator

From: Shaun Bridges

Project Name: Keen's Grove

Project: LDRES-2022-74

DATE: September 12, 2025

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.

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.

PERFORMANCE BOND Bond No. 47SUR300214011189

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 Seven Hundred Twenty-Four Thousand Three Hundred Sixty and 43/100 (\$ 724,360.43) Dollars, 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 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 Keen's Grove 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. If the Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC by September 14 2026 (the "Guaranty Period"), as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void.
2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the Guaranty Period, 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. Alternatively, 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 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.

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

[Signatures appear on the next page]

THIS BOND DATED THE 6th DAY OF March, 2025,
(the date of issue by the Surety).

2 Bost
Witness

Terrence Babet
Printed Name

JOHN BURGOWS
Witness

[Signature]
Printed Name

PRINCIPAL:

Clayton Properties Group, Inc. dba Highland Homes

Name of Corporation

By: [Signature] By: D. Joel Adams

Vice Pres.

Printed Name D. Joel Adams

Title: Vice President

(SEAL)



PRINCIPAL

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 10 day of March, 2025, by D. Joel Adams as
VP (title of officer) of Clayton Properties Group (entity name), on behalf of the on
behalf of the Principal, who ☒ is personally known to me or ☐ has produced
as identification.

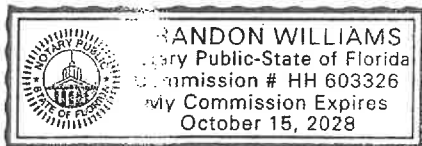
(AFFIX NOTARY SEAL)

[Signature]

Notary Public

Print Name Brandon Williams

My Commission Expires 10/15/28



SURETY:

Josefina Rojo

Witness

Josefina Rojo
Printed Name

J. P. Harney

Witness

John P. Harney
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 6th day of March, 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 _____ as identification.

(AFFIX NOTARY SEAL)

M Labno

Notary Public

Print Name M Labno

My Commission Expires August 18, 2027



EXHIBIT A
(Engineer's Cost Estimate)



ENGINEER'S ESTIMATE
KEENS GROVE PLAT
2/21/2025

Description	Quantity	Unit	Total Cost	% Remaining	Amount
General					
Earthwork & Grading	1	LS	\$ 220,585.00	23%	\$ 50,734.55
Maintennace of Traffic	1	LS	\$ 18,200.00	91%	\$ 16,562.00
Construction Layout/Asbuilts	1	LS	\$ 29,500.00	50%	\$ 14,750.00
SWPP Monitoring	1	LS	\$ 13,200.00	72%	\$ 9,600.00
General Subtotal					\$ 91,646.55
Paving & Concrete					
1.5" SP 9.5 Recycle Asphalt	3180	SY	\$ 47,064.00	100%	\$ 47,064.00
6" Limerock Base	3190	SY	\$ 45,138.50	100%	\$ 45,138.50
10" Stabilized Subgrade	3910	SY	\$ 27,761.00	100%	\$ 27,761.00
2' Miami Curb	2700	LF	\$ 42,390.00	100%	\$ 42,390.00
2' Curb Transitions	100	LF	\$ 2,595.00	100%	\$ 2,595.00
Type D curb	125	LF	\$ 2,818.75	100%	\$ 2,818.75
3' Valley Gutter	105	LF	\$ 2,940.00	100%	\$ 2,940.00
6" Concrete Swlae	400	SF	\$ 6,000.00	100%	\$ 6,000.00
4" Sidewalk	3725	SF	\$ 19,370.00	100%	\$ 19,370.00
ADA Handicap Ramp w/ Dome Mat	4	EA	\$ 4,800.00	100%	\$ 4,800.00
Striping & Signage	1	LS	\$ 4,380.00	100%	\$ 4,380.00
Paving & Concrete Subtotal					\$ 205,257.25
Water System					
General Conditions	1	LS	\$ 4,760.00	100%	\$ 4,760.00
6" PVC	920	LF	\$ 26,175.00	76%	\$ 19,893.00
4" PVC	400	LF	\$ 8,288.00	100%	\$ 8,288.00
6" Gate Valve	1	EA	\$ 1,840.00	100%	\$ 1,840.00
Fire Hydrant Assembly	2	EA	\$ 14,470.00	100%	\$ 14,470.00
6" Bends	12	EA	\$ 6,060.00	100%	\$ 6,060.00
6" x 4" Reduce	1	EA	\$ 470.00	100%	\$ 470.00
Double Service	12	EA	\$ 27,815.00	100%	\$ 27,815.00
Single Service	1	EA	\$ 1,535.00	100%	\$ 1,535.00
Poly Pigging	1	EA	\$ 780.00	100%	\$ 780.00
Chlorinate/Samples	4	EA	\$ 2,464.00	100%	\$ 2,464.00
Testing	1	EA	\$ 1,300.00	100%	\$ 1,300.00
2" Blow Off	1	EA	\$ 2,375.00	100%	\$ 2,375.00
Pit for City of Lakeland	1	EA	\$ 1,590.00	100%	\$ 1,590.00
12" Jack and Bore	1	LS	\$ 32,010.00	100%	\$ 32,010.00
Dewatering	1	LS	\$ 7,280.00	100%	\$ 7,280.00
Water Subtotal					\$ 132,930.00

Stormwater System

24" ADS HP	181	LF	\$	12,974.08	100%	\$	12,974.08
18" ADS HP	519	LF	\$	26,157.60	100%	\$	26,157.60
30" ADS HP	29	LF	\$	4,645.80	100%	\$	4,645.80
18" RCP	108	LF	\$	9,655.20	100%	\$	9,655.20
30" MS w/rip rap	1	EA	\$	2,632.00	100%	\$	2,632.00
18" MES w/rip rap	2	EA	\$	4,390.00	100%	\$	4,390.00
18" MES	2	EA	\$	2,576.00	100%	\$	2,576.00
Type P-5 Inlet (Standard)	3	EA	\$	15,300.00	100%	\$	15,300.00
Type P-5 Inlet (J bottom)	1	EA	\$	9,600.00	100%	\$	9,600.00
Type P-6 Inlet	4	EA	\$	23,200.00	0%	\$	-
Clean/TV Inspection	1	LS	\$	5,310.00	100%	\$	5,310.00
5' Concrete Swales	2	EA	\$	3,270.00	100%	\$	3,270.00
Weir 100 w/rip rap	1	EA	\$	10,990.00	100%	\$	10,990.00
Bahia Sod	9090	SY	\$	31,815.00	100%	\$	31,815.00
				Stormwater Subtotal		\$	139,315.68

Landscaping/Irrigation

Landscaping/Irrigation	1	LS	\$	50,000.00	100%	\$	50,000.00
Fencing	1	LS	\$	27,860.00	100%	\$	27,860.00
				Landscaping Subtotal		\$	77,860.00

MISC

Fire Flow Testing	1	LS	\$	3,500.00	100%	\$	3,500.00
Asbuilt Certification by Engineer (Water, Storm)	1	LS	\$	5,000.00	100%	\$	5,000.00
Setting PCPs & Lot Corners	1	LS	\$	3,000.00	100%	\$	3,000.00
				MISC Subtotal		\$	11,500.00



Digitally signed by John R Bannon
 DN: c=US, o=Unaffiliated, dnQualifier=A01410C000001910
 F809714000943DA, cn=John R Bannon
 Location: Lakeland, Florida
 Date: 2025.02.24 12:55:02 -05'00'

Total Bond Estimate	\$	658,509.48
10% Contingency	\$	65,850.95
Total Bond Amount	\$	724,360.43

John R. Bannon, P.E. #84128
 Wood & Associates Engineering LLC CA #32508
 1925 Bartow Rd Suite
 Lakeland, FL 33801

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.



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, 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 March 6, 2025.



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@bhshsi.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@bhshsi.com, via fax to (617) 507-8259, or via mail.