



**MARION COUNTY
SUBDIVISION IMPROVEMENT AGREEMENT
WITH SURETY BOND
(CORPORATION)**

THIS AGREEMENT made and entered into this 18th day of ~~May~~ ^{June}, 2024, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, hereinafter referred to as "COUNTY" and the below-listed DEVELOPER and SURETY.

WITNESSETH:

WHEREAS, DEVELOPER has made application to the Board of County Commissioners for the approval of a subdivision (the "Subdivision") and the DEVELOPER represents to the COUNTY that the below-listed information is true and correct, and

Developer: Clayton Properties Group, Inc. dba Highland Homes

Developer's Address: 3020 S. Florida Ave. Suite 101
Lakeland, Florida 33803

Project Engineer: Chuck Hiott – Halff Engineering

Engineer's Estimate of Costs of Improvements: \$7,643,189.90

Developer's Estimate of Time to Complete All Improvements: 6 months

Subdivision Name: Copperleaf

Phase: _____

Plat Book 16 Page(s) 84-88

Surety: Berkshire Hathaway Specialty Insurance Company

Surety's Address: 1314 Douglas Street, Suite 1400
Omaha, NE 68102 - 1944

WHEREAS, it is mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of (1) protecting the COUNTY in the event DEVELOPER fails to complete the construction of required subdivision improvements, and (2) inducing COUNTY to approve the plat of the above-described subdivided lands for recordation in the Public Records, and

WHEREAS, the failure of DEVELOPER to comply with the terms and conditions of this Agreement may cause COUNTY to take whatever action may be deemed appropriate to assure the fulfillment of this Agreement, and

WHEREAS, DEVELOPER has represented to COUNTY that it intends to improve said Subdivision lands by construction of all subdivision improvements required by the Land Development Code of Marion County, Florida, as provided herein, and described in the Project Engineer's estimate of the cost of these improvements as set forth above (a copy of which is attached hereto as *Exhibit A*, and by this reference made a part hereof), and

WHEREAS, the construction of improvements on the Subdivision lands has not progressed to completion and the DEVELOPER seeks to assure its obligations for the construction of subdivision improvements under this Agreement by arranging and agreeing with SURETY for the issuance of a surety bond as a performance guarantee to assure construction of all subdivision improvements.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by the parties, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. The DEVELOPER hereby accepts the obligation to construct and shall construct or cause to be constructed, as provided in the Project Engineer's COUNTY-approved subdivision improvement plans dated May 16th, 2022, and on file with the COUNTY Transportation Department, all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs and other improvements of any nature (hereinafter the "Improvements") and in all respects complete the Improvements in accordance with the subdivision improvement plans. All Improvements shall be constructed in accordance with the Land Development Code of Marion County, Florida, in effect on the date of recording of the plat of the Subdivision lands or the date of this agreement, whichever is later. All required Improvements shall be certified by the Project Engineer, who shall be a State of Florida registered Engineer, as being constructed consistent with the requirements of the Land Development Code of Marion County. The Subdivision and the lands described in this Agreement are and shall remain privately owned, and the Subdivision Plat shall not contain any dedication of any Subdivision lands or infrastructure to the COUNTY. DEVELOPER shall provide to COUNTY with the final plat, documentation identifying a lawfully established property owner's association that will be responsible for maintenance of all Improvements upon completion of the construction thereof.

3. The DEVELOPER has presented to COUNTY a surety bond in an amount equal to the Engineer's Estimate of the Cost of Improvements attached hereto as *Exhibit A*. A copy of the SURETY's surety bond is attached hereto as *Exhibit B*. The condition of the surety bond is such that if DEVELOPER should fail to satisfactorily complete the Improvements within 180 days of the date of this Agreement, the COUNTY may, upon first giving DEVELOPER 90 days prior written notice and an opportunity to cure, draw upon the surety bond, pursuant to

instructions to be given SURETY by COUNTY, and the SURETY shall pay to the COUNTY such funds as are necessary to complete the Improvements based upon the good faith estimate of a Florida licensed general contractor. In the event such funds are not adequate to complete the work based upon such good faith estimate, the SURETY shall pay the full amount of such funds to COUNTY. In such event, COUNTY will not be responsible to SURETY for repayment of such funds, and the DEVELOPER shall not be relieved of its obligations under this agreement.

4. Upon verification of the completion of construction of all Improvements, the COUNTY Transportation Department shall, within 10 days after verification of completion of the Improvements, forward written instructions to SURETY authorizing to release and cancel the surety bond and/or shall deliver the original surety bond to SURETY, whichever the SURETY shall require. Should the COUNTY fail to timely provide notice as aforesaid, the DEVELOPER may deliver to the SURETY a true and correct copy of any verification of completion letter or certificate from the COUNTY, which the SURETY may, in good faith, rely upon and may thereafter release and cancel the surety bond. The SURETY shall not release and/or cancel the surety bond, either all or in part, except in keeping with the provisions of this Agreement. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida, acknowledging that the surety bond is being given for the protection and benefit of COUNTY to secure the DEVELOPER's obligation to complete all Improvements. In the event of any conflict between the terms of the surety bond and this Agreement, the terms of this Agreement shall control. COUNTY may only draw upon the surety bond and utilize such funds for the purpose of paying for the commercially reasonable costs to complete the Improvements and for no other purpose or use.

5. For and in consideration of the issuance of the surety bond, DEVELOPER agrees to pay SURETY such reasonable compensation which shall from time to time be agreed upon in writing by DEVELOPER and SURETY. In addition, DEVELOPER agrees to reimburse SURETY for any direct and actual out-of-pocket expense, including reasonable attorney's fees reasonably incurred by it in the administration of this Agreement. Such compensation and expenses shall not constitute a charge upon the surety bond.

6. Liability of SURETY, or its successors, is expressly limited and so long as SURETY, or its successor, accounts for and disburses the surety bond in good faith and in compliance with this Agreement, it shall not be liable for errors of judgment, and DEVELOPER agrees to indemnify SURETY, or its successor, for any losses it may suffer in the premises.

7. The COUNTY reserves the right to cancel or terminate this Agreement, with or without cause, upon thirty (30) days written notice of termination to the DEVELOPER. The COUNTY reserves the right to cancel or terminate this Agreement upon five (5) days written notice in the event the DEVELOPER will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Any termination by the COUNTY of this Agreement shall entitle SURETY to immediately release and cancel the surety bond without further instruction from the COUNTY and /or the DEVELOPER.

8. DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this Agreement, save and except for claims or damages arising out of willful, wanton or bad faith acts

on the part of the COUNTY. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this agreement.

9. DEVELOPER does hereby agree to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, out-of-pocket expenses (including but not limited to attorneys' fees), causes of action, judgments and/or liabilities directly arising out of, or in connection with an uncured default on the part of DEVELOPER of the terms and provisions of this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

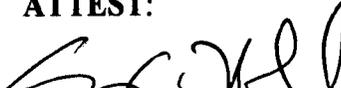
10. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorneys' fees, specifically including any appellate or bankruptcy proceeding related thereto.

11. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he/she is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.

12. This Agreement may be amended by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

IN WITNESS WHEREOF that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

ATTEST:


6/18/2024

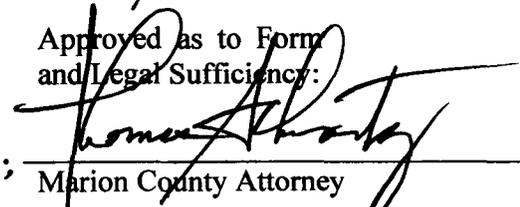
Gregory C. Harrell, Clerk

**BOARD OF COMMISSIONERS
MARION COUNTY, FLORIDA**



Michelle Stone, Chair
Date: June 18, 2024

Approved as to Form
and Legal Sufficiency:

For: 

Marion County Attorney

SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

ATTEST:

By: *Richard Medina*
(signature)

Print name: RICHARD MEDINA

Title: purchasing coordinator

Date: 5/17/2024

DEVELOPER: Clayton Properties Group, Inc. dba Highland Homes

By: *[Signature]*
(signature)

Print name: D. Joel Adams

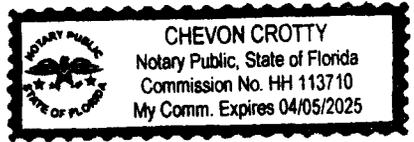
Title: Vice President

Date: 6/17/24



STATE OF Florida
COUNTY OF Polk

Before me by means of physical presence or online notarization this 17 day of May, 2024 personally appeared D. Joel Adams, Vice President of DEVELOPER who is personally known to me or has produced _____ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of said DEVELOPER all by and with the authority of the Board of Directors of said DEVELOPER.



Chevon Crotty
Print/Type Name: Chevon crotty
Notary Public in and for the County and State aforesaid.
My Commission Expires: 04/05/2025
Serial No., if any: _____

SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE

ATTEST:

By: *J. P. Harney*
(signature)
Print name: John P. Harney

Title: Witness

Date: 5/16/2024

SURETY: Berkshire Hathaway Specialty Insurance Company

By: *Haley Anderson*
(signature)
Print name: Haley Anderson

Title: Attorney-in-Fact

Date: 5/16/2024

STATE OF Illinois
COUNTY OF Cook

Before me by means of physical presence or online notarization this 16th day of May, 2024 personally appeared Haley Anderson, of Berkshire Hathaway Specialty Insurance Company who is personally known to me or has produced N/A (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of Berkshire Hathaway Specialty Insurance Company all by and with the authority of the Board of Directors of Berkshire Hathaway Specialty Insurance Company.

M Labno
Print/Type Name: M Labno
Notary Public in and for the County and State aforesaid.
My Commission Expires: August 18, 2027
Serial No., if any: 976916

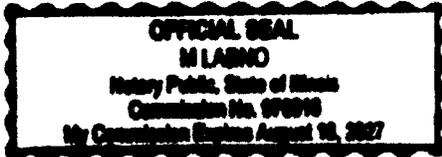


EXHIBIT "A" page 1 of 3

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS	\$96,415.00	\$ 96,415.00
Survey & As-Builts	1	LS	\$156,773.75	\$ 156,773.75
Construction Entrance	1	EA	\$7,486.50	\$ 7,486.50
Inlet Protection	80	EA	\$191.65	\$ 15,332.00
SUBTOTAL GENERAL CONDITIONS				\$ 276,007.25
Clearing and Grubbing Heavy	75	AC	\$6,440.00	\$ 483,000.00
Disc Site	75	AC	\$517.50	\$ 38,812.50
Excavation	132990	CY	\$2.70	\$ 359,073.00
Embankment	126430	CY	\$1.30	\$ 164,359.00
Demo/Restoration	1	LS	\$86,250.00	\$ 86,250.00
Fine Grade Lots	233545	SY	\$0.55	\$ 128,449.75
Fine Grade Slopes & Swales	18945	SY	\$0.55	\$ 10,419.75
Fine Grade Pond Slopes	18310	SY	\$0.55	\$ 10,070.50
Fine Grade Dist Areas	3710	SY	\$0.55	\$ 2,040.50
Fine Grade ROW	40043	SY	\$0.55	\$ 22,023.65
SUBTOTAL EARTHWORK				\$ 1,304,498.65
Grassing-Pond Slopes Only	18310	SY	\$2.75	\$ 50,352.50
Grassing-Slopes & Swales	18945	SY	\$2.75	\$ 52,098.75
Grassing-ROW	40043	SY	\$2.75	\$ 110,118.25
Seed & Mulch- Lots/ROW/Dist Areas	116300	SY	\$0.55	\$ 63,965.00
SUBTOTAL GRASSING				\$ 276,534.50
1.25" SP-9.5 Asphalt 40% (1 Lift)	24720	SY	\$13.10	\$ 323,832.00
8" Limerock Base	24720	SY	\$13.65	\$ 337,428.00
12" Stabilized Subgrade (LBR 40)	30000	SY	\$6.60	\$ 198,000.00
Miami Curb	20435	LF	\$22.05	\$ 450,591.75
Type A Curb	340	LF	\$26.65	\$ 9,061.00
4" Concrete Sidewalk	12165	SF	\$7.25	\$ 88,196.25
Handicap Ramps	22	EA	\$1,092.50	\$ 24,035.00
Signage & Striping	1	LS	\$58,017.50	\$ 58,017.50
SUBTOTAL ROADWAY				\$ 1,489,161.50
Mill Existing Pavement	1970	SY	\$5.75	\$ 11,327.50
2.5" SP 9.5 Asphalt	1365	SY	\$27.95	\$ 38,151.75
1" FC 9.5 Asphalt	3335	SY	\$14.90	\$ 49,691.50
Full Depth Limerock Base	1640	SY	\$25.00	\$ 41,000.00
Compacted Subgrade	1640	SY	\$5.10	\$ 8,364.00
Signage and Striping	1	LS	\$21,275.00	\$ 21,275.00
ROW Restoration	6700	SY	\$3.85	\$ 25,795.00
SUBTOTAL OFF SITE ROADWY				\$ 195,604.75
14" x 23" ERCP	160	LF	\$84.35	\$ 13,496.00
18" ADS HP	4877	LF	\$43.55	\$ 212,393.35
24" ADS HP	1564	LF	\$65.10	\$ 101,816.40
30" ADS HP	2704	LF	\$97.50	\$ 263,640.00
36" ADS HP	1084	LF	\$110.20	\$ 119,456.80
42" ADS HP	80	LF	\$141.55	\$ 11,324.00
48" ADS HP	880	LF	\$181.05	\$ 159,324.00
60" ADS HP	100	LF	\$271.60	\$ 27,160.00
30" MES	2	EA	\$2,731.35	\$ 5,462.70
36" MES	2	EA	\$3,354.70	\$ 6,709.40
42" MES	1	EA	\$4,950.75	\$ 4,950.75
60" MES	1	EA	\$5,698.25	\$ 5,698.25
Type P-5 Curb Inlet	19	EA	\$5,663.45	\$ 107,605.55
Type P-6 Curb Inlet	37	EA	\$5,663.45	\$ 209,547.65
Type J-5 Curb Inlet	6	EA	\$11,540.25	\$ 69,241.50
Type J-6 Curb Inlet	6	EA	\$4,694.30	\$ 28,165.80

EXHIBIT "A" page 2 of 3

Type C Inlet	12	EA	\$3,057.15	\$ 36,685.80
P Manhole	9	EA	\$3,530.35	\$ 31,773.15
J Manhole	6	EA	\$9,038.35	\$ 54,230.10
Testing	11446	LF	\$4.60	\$ 52,651.60
SUBTOTAL DRAINAGE				\$ 1,521,332.80
8" SDR26 PVC Sewer (0' - 6')	2982	LF	\$32.20	\$ 96,020.40
8" SDR26 PVC Sewer (6' - 8')	1930	LF	\$33.25	\$ 64,172.50
8" SDR26 PVC Sewer (8' - 10')	1282	LF	\$34.45	\$ 44,164.90
8" SDR26 PVC Sewer (10' - 12')	1144	LF	\$35.85	\$ 41,012.40
8" SDR26 PVC Sewer (12' - 14')	1415	LF	\$37.50	\$ 53,062.50
8" SDR26 PVC Sewer (14' - 16')	362	LF	\$37.50	\$ 13,575.00
8" SDR26 PVC Sewer (16' - 18')	604	LF	\$37.50	\$ 22,650.00
Sewer Manhole 4' ID (0' - 6')	16	EA	\$4,138.70	\$ 66,219.20
Sewer Manhole 4' ID (6' - 8')	6	EA	\$5,322.20	\$ 31,933.20
Sewer Manhole 4' ID (8' - 10')	2	EA	\$5,780.45	\$ 11,560.90
Sewer Manhole 4' ID (10' - 12')	4	EA	\$6,447.50	\$ 25,790.00
Sewer Manhole 4' ID (12' - 14')	2	EA	\$8,256.70	\$ 16,513.40
Sewer Manhole 4' ID (16' - 18')	3	EA	\$11,022.75	\$ 33,068.25
Sewer Manhole 4' ID (16'-18') W/Liner	1	EA	\$20,866.75	\$ 20,866.75
Sewer Manhole 4' ID (16'-18') W/Liner Hatch	1	EA	\$29,758.00	\$ 29,758.00
Single Sewer Service	37	EA	\$1,008.50	\$ 37,314.50
Double Sewer Service	78	EA	\$1,535.40	\$ 119,761.20
Sanitary Testing	9719	LF	\$5.80	\$ 56,370.20
Lift Station Complete	1	EA	\$631592.80	\$ 631,592.80
SUBTOTAL GRAVITY SEWER				\$ 1,415,406.10
Connect to Existing	1	EA	\$4,700.80	\$ 4,700.80
Directional Drill	40	LF	\$362.25	\$ 14,490.00
6" C 900 DR 18	3100	LF	\$28.40	\$ 88,040.00
6" Plug Valve	3	EA	\$1,678.35	\$ 5,035.05
Misc Fittings	1	LS	\$24,171.35	\$ 24,171.35
ARV Assy	4	EA	\$3,270.50	\$ 13,082.00
Temp Blow Off	1	EA	\$824.65	\$ 824.65
Testing	3140	LF	\$2.05	\$ 6,437.00
SUBTOTAL FORCEMAIN				\$ 156,780.85
6" Watermain DR18	2107	LF	\$32.90	\$ 69,320.30
8" Watermain DR18	8885	LF	\$42.45	\$ 377,168.25
10" DIP Watermain	480	LF	\$76.00	\$ 36,480.00
6" x 6" (TSV)	1	EA	\$4,492.20	\$ 4,492.20
10" x 10" (TSV)	1	EA	\$7,523.75	\$ 7,523.75
6" Gate Valve & Box	9	EA	\$1,921.95	\$ 17,297.55
8" Gate Valve & Box	30	EA	\$2,602.90	\$ 78,087.00
10" Gate Valve & Box	1	EA	\$3,818.10	\$ 3,818.10
2" Blow Off Assy.	5	EA	\$1,029.85	\$ 5,149.25
Temp Jumper	2	EA	\$2,169.20	\$ 4,338.40
Fire Hydrant Assy.	16	EA	\$5,399.25	\$ 86,388.00
ARV Assy.	15	EA	\$3,916.50	\$ 58,747.50
Lift Station Water Service	1	EA	\$4417.70	\$ 4,417.70
Single Water Service	49	EA	\$883.25	\$ 43,279.25
Double Water Service	72	EA	\$1,561.70	\$ 112,442.40
Fittings	1	LS	\$75,396.25	\$ 75,396.25
Testing	11472	LF	\$2.05	\$ 23,517.60
SUBTOTAL WATERMAIN				\$ 1,007,863.50
GRAND TOTAL -				\$ 6,369,324.92
PERFORMANCE BOND 120%				\$ 7,643,189.90

Charles C
Hiott
Digitally signed by Charles C Hiott
 DN: cn=Charles C Hiott, c=US,
 o=HALFF ASSOCIATES INC,
 email=chiott@halff.com
 Date: 2024.06.05 10:43:19 -0400



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: Josefina Rojo, John P. Harney, Jacquelyn Norstrom, Haley Anderson, Matthew Labno, 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

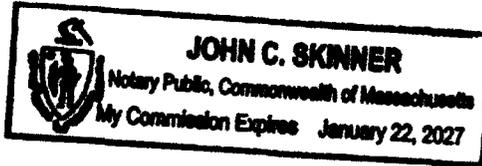


NOTARY

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 Notary Public]
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 May 16, 2024.



[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.Barber@bhsmassachusetts.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 claimnotice@bhsmassachusetts.com, via fax to (617) 507-8259, or via mail.

Bond #: 47SUR300214010934

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Clayton Properties Group, Inc. dba Highland Homes as Principal (hereinafter called the Principal) and Berkshire Hathaway Specialty Insurance Company a corporation organized and existing under the laws of the State of NE and authorized to transact surety business in the State of Florida, as Surety (hereinafter called the Surety) are held and firmly bound to Marion County (hereinafter called the Obligee) in the Penal Sum of Seven Million Six Hundred Forty Three Thousand One Hundred Eighty Nine and 90/100 dollars (\$7,643,189.90) for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT: The above-named Principal has or will enter into an agreement with the Obligee to do and perform work, to wit: Copperleaf.

WHEREAS: if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void, otherwise remain in full force and effect.

PROVIDE, HOWEVER: That this bond is subject to the following conditions:

1. The Penal Sum amount of this bond shall not increase, absent Surety's written consent, regardless of any change, alterations, or modifications to the underlying documents. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
2. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No Claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one (1) year from Principal default or termination.

- 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
- 5. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in any underlying documents, then the terms of this bond shall prevail.

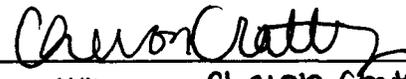
IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact the 16th day of May, 2024.

PRINCIPAL:

Clayton Properties Group, Inc. dba Highland Homes (SEAL)



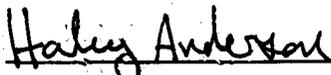
 (Print Name & Title) D. Joel Adams
vice president



 Witness Chevron Crotty

SURETY:

Berkshire Hathaway Specialty Insurance Company



Haley Anderson, Attorney-in-Fact



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: **Josefina Rojo, John P. Harney, Jacquelyn Norstrom, Haley Anderson, Matthew Labno, 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.

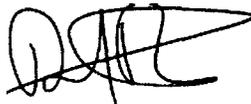
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,



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 May 16, 2024.





Ralph Tortorella, Officer

BHSIC, NICO & NLF POA (2023)

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 Ralph.Tortorella@bhsmassachusetts.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) 453-9673, via email at claimnotice@bhsmassachusetts.com, via fax to (617) 507-8259, or via mail.