

## COMMERCIAL PERFORMANCE BOND

Bond No. 7901110846

KNOWN ALL MEN BY THESE PRESENTS, That we, Shanti Dookhan, as Principal, and Nationwide Mutual Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of OH 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 aggregate sum of Forty-Nine Thousand Nine Hundred Ninety-Five & 50/100 (\$49,995.50) Dollars (hereinafter the "Total Penal Sum"), 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, 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"), for the Dookhan Site Design (2022-A-190-00018) project located at Lake Wales, FL (the "Project"), 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, 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 provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by September 3, 2026, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.
5. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

**The Surety:**

Nationwide Mutual Insurance Company  
1100 Locust Street, Dept. 2006  
Des Moines, IA 50391-2006

**The Principal:**

Shanti Dookhan  
4960 Washington Street,  
Lake Wales, FL 33859

**The Obligee:**

Polk County, Land Development Division  
330 W. Church St.  
PO Box 9005—Drawer GM03  
Bartow, FL 33831-9005

6. 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 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 Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 3rd DAY OF September, 2025, (the date of issue by the Surety).

[Signature]  
Witness

KRISH MAHARAT  
Printed Name

[Signature]  
Witness

CHRIS RAMPAUL  
Printed Name

[Signature]  
Witness

Steven Schumacher  
Printed Name

Melanni Braccia  
Witness

Melanie Braccia  
Printed Name

PRINCIPAL:

Shanti Dookhan  
Name of Corporation

By: [Signature]

SHANTI DOOKHAN  
Printed Name  
Title: SELF  
(SEAL)

SURETY:

Nationwide Mutual Insurance Company  
Name of Corporation

[Signature]  
By:  
David B. Shick, Attorney-In-Fact &  
Licensed FL Resident Agent #A241176  
Printed Name & Title  
(SEAL)  
(Attach power of attorney)



KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:  
DAVID BRYAN SHICK;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00)**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

**Execution of Instruments.** Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

#### ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda  
Notary Public, State of New York  
No. 01LA6427697  
Qualified in Kings County  
Commission Expires January 3, 2028



Notary Public  
My Commission Expires  
January 3, 2028

#### CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3 day of  
September, 2025.

  
Assistant Secretary


# Cool and Cobb Engineering Company

ENGINEERS OPINION OF PROBABLE COST AP ESTATES ROADWAY IMPROVEMENT						
No.	Item No.	Description	Quan.	Unit	Unit Price	Total
		GENERAL				
1		MOT (Estimated to be 5%)	1	LS	\$ 1,976.10	\$ 1,976.10
2		Mobilization (Includes Bonds, Insurance, etc)	1	LS	\$ 3,952.20	\$ 3,952.20
		PROJECT				
3	110-1-1	Clearing and Grubbing	0.1	AC	\$ 58,068.00	\$ 5,806.80
4	285-701	Optional Base Group 11	238	SY	\$ 35.00	\$ 8,330.00
5	334-1-13	Superpave Asphaltic Conc, Traffic C	1.3	TN	\$ 155.39	\$ 199.75
6	430-175-118	Utility Pipe- Poly Vinyl Chloride, Furnish & Install, Water, Less Than 1.5"	57	LF	\$ 33.80	\$ 1,926.60
7	430-175-218	Pipe Culvert, Optional Material, Other Shape-Ellip/Arch, 18"S/CD	73	LF	\$ 180.00	\$ 13,140.00
8	430-984-625	Mitered End Section, Optional - Elliptical/Arch, 18" SD	2	EA	\$ 3,500.00	\$ 7,000.00
9	570-1-1	Performance Turf (2 ft. each side for entire project limits)	466	SY	\$ 4.50	\$ 2,097.00
10	700-1-11	Single Post Sign, F&I, Ground Mount, up to 12 SF	1	EA	\$ 550.00	\$ 550.00
11	710-11-125	Painted Pavt Mark (STD) (White) 24"	32	LF	\$ 10.00	\$ 320.00
12	710-11-201	Painted Pavt Mark (STD) (Yellow) (Solid) 6"	0.008	GM	\$ 20,000.00	\$ 152.00
TOTAL =						\$ 45,450.45
TOTAL + 10% =						\$ 49,995.50

Note: The opinion of probable cost herein is based on our perception of current conditions at the project location. This reflects our professional opinion of accurate costs at this time and is subject to change as the project design matures. Cool and Cobb Engineering Company has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. Cool and Cobb Engineering Company cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented herein.

\*\* Cool and Cobb Engineering Company utilized the FDOT Item Average Unit Cost List (11-25-24) for the listed estimations on annual cost and is not liable for the pricing at time of construction.

Carl E. Cool, P.E.  
FL License No.: 16921  
1/8/2025

This item has been digitally signed and sealed by Carl E. Cool, P.E. on the date adjacent to the seal. Printed copies are not considered signed and sealed and the signature must be verified on any electronic copies.



Digitally  
signed by  
Carl E Cool  
Date:  
2025.01.08  
16:32:18  
-05'00'

Carl E. Cool, P.E.  
203 W. Main Street  
Avon Park, FL 33825  
Fla. License No. 16921  
(863) 657-2323  
Fax: (863) 657-2324  
Email: carl@coolandcobb.com