



RADIANCE

COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

***Regular Meeting &
Budget Public Hearing***

***Monday
August 25, 2025
11:00 a.m.***

***Location:
Hilton Garden Inn
55 Town Center Blvd.,
Palm Coast, FL 32164***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Radiance Community Development District

250 International Parkway, Suite 208
Lake Mary FL 32746
321-263-0132

Board of Supervisors
Radiance Community Development District

Dear Board Members:

The Regular Meeting and Budget Public Hearing of the Board of Supervisors of the Radiance Community Development District is scheduled for **Monday, August 25, 2025, at 11:00 a.m. at Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, FL 32164.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be presented at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com . We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager



Community Development District

Meeting Date: Monday, August 25, 2025 **Call-in Number:** +1 (929) 205-6099
Time: 11:00AM **Meeting ID:** 705 571 4830#
Location: Hilton Garden Inn
55 Town Center Blvd.,
Palm Coast, FL 32164

Agenda

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

III. Presentation of Proof of Publication(s)

[Exhibit 1](#)
[Pgs. 6-7](#)

IV. Public Hearings

A. FY 2025-2026 Budget Public Hearing

1. Open the Public Hearing
2. Presentation of FY 2025-2026 Budget

[Exhibit 2](#)
[Pgs. 9-10](#)

3. Public Comments

4. Close the Public Hearing

5. Consideration & Adoption of **Resolution 2025-08**, Adopting FY 2025-2026 Budget

[Exhibit 3](#)
[Pgs. 12-14](#)

6. Consideration of FY 2025-2026 Deficit Funding Agreement

[Exhibit 4](#)
[Pgs. 16-18](#)

B. FY 2025-2026 O&M Assessments Public Hearing

1. Open the Public Hearing

2. Public Comments

3. Close the Public Hearing

4. Consideration & Adoption of **Resolution 2025-09**, Levying Assessments

[Exhibit 5](#)
[Pgs. 20-23](#)

V. Consent Agenda

A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on April 28, 2025

[Exhibit 6](#)
[Pgs. 25-27](#)

B. Consideration for Acceptance – The May 2025 Unaudited Financial Statements

[Exhibit 7](#)
[Pgs. 29-35](#)

C. Consideration for Acceptance – The June 2025 Unaudited Financial Statements

[Exhibit 8](#)
[Pgs. 37-43](#)

D. Consideration for Acceptance – The July 2025 Unaudited Financial Statements

[Exhibit 9](#)
[Pgs. 45-51](#)

IV. Consent Agenda – continued

E. Ratification of Change Orders

1. Change Order #4 – Southern Unground Industries, Inc.
2. Change Order #5 – Southern Unground Industries, Inc.
3. Change Order #6 – Southern Unground Industries, Inc.

[Exhibit 10](#)

[Pgs. 53-56](#)

[Exhibit 11](#)

[Pgs. 58-59](#)

[Exhibit 12](#)

[Pgs. 61-62](#)

F. Ratification of Settlement Agreement & General Release

[Exhibit 13](#)

[Pgs. 64-163](#)

V. Business Matters

A. Presentation & Consideration of FY 2024 Audited Annual Financial Report

[Exhibit 14](#)

[Pgs. 165-195](#)

B. Consideration & Adoption of **Resolution 2025-10, Approving FY 2025-2026 Meeting Schedule**

[Exhibit 15](#)

[Pgs. 197-198](#)

VI. Staff Reports

A. District Counsel

B. District Engineer

C. District Manager

1. Consideration of FY 2026 Performance Standards & Measures

[Exhibit 16](#)

[Pgs. 200-201](#)

VII. Supervisors' Requests

VIII. Audience Comments – New Business - *(limited to 3 minutes per individual for non-agenda items)*

IX. Adjournment

EXHIBIT 1

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS’ MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors (“**Board**”) for the Radiance Community Development District (“**District**”) will hold the following two public hearings and a regular meeting on **Monday, August 25, 2025 at 11:00 a.m., at Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, FL 32164.**

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments (“**O&M Assessments**”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025/2026; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District’s general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units	Equivalent Assessment Unit Factor	Annual O&M Assessment
Single Family	1,200	1.00	\$212.63

The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2025/2026, and any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting DPF&G Management & Consulting LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, 321-263-0132 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

District Manager



**RADIANCE COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2025/2026
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF SUPERVI-
SORS' MEETING.**

The Board of Supervisors ("**Board**") of the Radiance Community Development District ("**District**") will hold a public hearing on **Monday, August 25, 2025, at 11:00 a.m., at Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, FL 32164** for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("**Proposed Budget**") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o DPFG Management & Consulting LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, 321-263-0132 ("**District Manager's Office**"), during normal business hours, or by visiting the District's website at <https://www.radiancecdd.com/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

Aug. 7

25-00283F

EXHIBIT 2

**RADIANCE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025-2026 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	FY 2025 ADOPTED	FY 2026 PROPOSED	VARIANCE FY25 - FY26
1 REVENUES:			
2 LANDOWNER CONTRIBUTION	\$ 179,155	\$ 255,155	\$ 76,000
3 LOT CLOSINGS (SPRINGING ASSESSMENTS)	-	-	-
4 TOTAL REVENUES:	179,155	255,155	76,000
5 EXPENDITURES:			
6 PROFESSIONAL & ADMINISTRATIVE			
7 SUPERVISORS FEES	2,400	2,400	-
8 DISTRICT MANAGEMENT ¹	20,000	20,000	-
9 ADMINISTRATIVE SERVICES ¹	12,750	12,750	-
10 ACCOUNTING SERVICES ¹	12,750	12,750	-
11 ASSESSMENT ADMINISTRATION ¹	2,500	2,500	-
12 DISSEMINATION AGENT	2,000	2,000	-
13 LEGAL	25,000	25,000	-
14 ENGINEERING	30,000	30,000	-
15 POSTAGE	500	500	-
16 PRINTING AND BINDING	500	500	-
17 LEGAL ADVERTISING	10,000	10,000	-
18 ANNUAL SPECIAL DISTRICT FEE	175	175	-
19 GENERAL LIABILITY & POL INSURANCE	7,000	7,000	-
20 BANK FEES	500	500	-
21 WEBSITE HOSTING, ADA, MAINTENANCE	1,580	1,580	-
22 CONTINGENCY	1,500	1,500	-
23 TOTAL ADMINISTRATIVE	129,155	129,155	-
24 PHYSICAL ENVIRONMENT			
25 LANDSCAPE MAINTENANCE	-	50,000	50,000
26 POND MAINTENANCE	-	16,000	16,000
27 LANDSCAPE INSPECTIONS	-	10,000	10,000
28 FIELD CONTINGENCY	50,000	50,000	-
29 TOTAL PHYSICAL ENVIRONMENT	50,000	126,000	76,000
30			
31 TOTAL EXPENDITURES	179,155	255,155	76,000
32			
33 TOTAL REVENUES OVER/(UNDER) EXPENDITURES	\$ -	\$ -	\$ -

Footnote:

1. Total of \$1,000/per month until Bond issuance, thereafter \$4,000/month.

RADIANCE CDD
FISCAL YEAR 2025-2026 PROPOSED BUDGET
ASSESSMENT ALLOCATION

OPERATIONS & MAINTENANCE BUDGET	
NET O&M BUDGET	\$255,155.00

UNIT TYPE	UNITS ASSESSED	ALLOCATION OF O&M ASSESSMENT				
	O&M	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL NET O&M	NET O&M PER LOT ⁽¹⁾
North - 40	202	1.00	202.0	16.83%	\$42,951.09	\$212.63
North - 50	223	1.00	223.0	18.58%	\$47,416.30	\$212.63
South - 40	219	1.00	219.0	18.25%	\$46,565.79	\$212.63
South - 50	372	1.00	372.0	31.00%	\$79,098.05	\$212.63
South - 60	184	1.00	184.0	15.33%	\$39,123.77	\$212.63
	1200		1200.0	100.00%	\$255,155.00	

⁽¹⁾O&M assessments shall immediately attach only to sold lots during Fiscal Year 2025-2026. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment.

EXHIBIT 3

RESOLUTION 2025-08

[ANNUAL APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2025, submitted to the Board of Supervisors (“**Board**”) of the Radiance Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the

comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Radiance Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025/2026 or within 60 days following the end of the Fiscal Year 2025/2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 25th DAY OF AUGUST, 2025.

ATTEST:

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Title: _____

By: _____
Its: _____

Exhibit A: Fiscal Year 2025/2026 Budget(s)

EXHIBIT 4

FISCAL YEAR 2026 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2026 DEFICIT FUNDING AGREEMENT** ("**Agreement**") is made and entered into this ____ day of _____, 2025, by and between:

RADIANCE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, which is situated in the City of Palm Coast, Florida, and whose mailing address is c/o DPFG Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

_____, a _____, the owner and developer of lands within the boundary of the District, whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Developer**").

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2026 ("**FY 2026 Budget**"), which begins on October 1, 2025 and ends on September 30, 2026, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2026 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2026 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. The District shall have no obligation to repay any Developer Contribution provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**RADIANCE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A: FY 2026 Budget

EXHIBIT 5

RESOLUTION 2025-09

[ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Radiance Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), attached hereto as **Exhibit A**; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to fund the Adopted Budget through a funding agreement and/or through the imposition of special assessments on benefitted lands within the District, which special assessments may be collected by direct bill or on the tax roll pursuant to Chapter 197, *Florida Statutes*; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT:

1. FUNDING. As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

- a. OPERATIONS AND MAINTENANCE DEFICIT FUNDING AGREEMENT.** The District's Board hereby authorizes a deficit funding agreement for certain of the operations and maintenance services set forth in the District's Adopted Budget, as set forth in **Exhibit A**.
- b. OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- i. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- ii. **Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

The Board finds and determines that operations and maintenance assessments shall immediately attach only to sold lots (as set forth in **Exhibits "A" and "B"**), and further that operations and maintenance assessments shall also attach on a pro-rated basis to any lots sold during Fiscal Year 2025/2026 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. All unsold lots owned by the developer do not receive the same level of benefit as sold lots and, accordingly, such lots shall not receive an operations and maintenance assessment for Fiscal Year 2025/2026. Instead, any additional costs of the District's Adopted Budget (above and beyond the operations and maintenance assessment that attaches to sold lots) shall be funded pursuant to a deficit funding agreement to be entered into between the District and the project developer.

- iii. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

- c. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- a. **TAX ROLL ASSESSMENTS.** [RESERVED.]
- b. **DIRECT BILL ASSESSMENTS.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. *Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of FY 2026.

As noted above, operations and maintenance assessments shall attach to any lots sold during Fiscal Year 2025/2026 at the time of sale, and as evidenced by an estoppel letter prepared by the District's Manager. Any such assessments shall be collected directly by the District in accordance with Florida law, and at the time of sale.

- ii. *Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
 - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- c. **FUTURE COLLECTION METHODS.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
 - d. **MAXIMUM RATE.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

3. **ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager is authorized to make amendments to the Assessment Roll to reflect changes in the County property appraiser's records, or for other proper purposes.

4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 25th day of August, 2025.

ATTEST:

**RADIANCE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll (identifying Tax Roll Property (if any) & Direct Collect Property (if any))

EXHIBIT 6

1 **MINUTES OF MEETING**

2 **RADIANCE**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Radiance Community Development
5 District was held on Monday, April 28, 2025 at 11:08 a.m., at the Hilton Garden Inn, 55 Town Center Blvd.,
6 Palm Coast, FL 32164.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McInnes called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 William Fife	Board Supervisor, Chairman
11 Haley Kiernan	Board Supervisor, Vice Chairman
12 Charles Faulkner (<i>via phone</i>)	Board Supervisor, Assistant Secretary
13 Timothy Smith	Board Supervisor, Assistant Secretary

14 Also, present were:

15 David McInnes	District Manager, Vesta District Services
16 Ashley Ligas (<i>via phone</i>)	District Counsel, Kutak Rock
17 Nicole McConnell	District Engineer, Kimley-Horn

18
19 *The following is a summary of the discussions and actions taken at the April 28, 2025 Radiance CDD Board*
20 *of Supervisors Regular Meeting. Audio for this meeting is available upon public records request by*
21 *emailing PublicRecords@vestapropertyservices.com.*

22 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for**
23 **agenda items)**

24 There being none, the next item followed.

25 **THIRD ORDER OF BUSINESS – Appointed**

26 A. Acceptance of Seat #4 Resignation

27 This item was tabled to the next meeting.

28 B. Declaring Seat #4 Vacant

29 This item was tabled to the next meeting.

30 C. Appointment of Vacant Seat #4

31 This item was tabled to the next meeting.

32 D. Exhibit 1: State & District Oath of Office

33 This item was tabled to the next meeting.

34 E. Form 1

35 This item was tabled to the next meeting.

36 F. Exhibit 2: Review Sunshine Law & Supervisor Duties

37 This item was tabled to the next meeting.

- G. Exhibit 3: Consideration & Adoption of **Resolution 2025-06**, Removing & Appointing Assistant Secretary

This item was tabled to the next meeting.

FOURTH ORDER OF BUSINESS – Consent Agenda

- A. Exhibit 4: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on February 24, 2025
- B. Exhibit 5: Consideration for Acceptance – The March 2025 Unaudited Financial Statements
- C. Exhibit 6: Ratification of Acquisition Agreement

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the Consent agenda as presented, for the Radiance Community Development District.

FIFTH ORDER OF BUSINESS – Business Matters

- A. Exhibit 7: Consideration & Adoption of **Resolution 2025-07**, Approving Proposed FY 2026 Budget & Setting Public Hearing
- Mr. McInnes provided a brief overview of the budget.

On a MOTION by Mr. Fife, SECONDED by Ms. Kiernan, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-07**, Approving Proposed FY 2026 Budget & Setting Public Hearing for Monday, August 25th at 11 a.m., for the Radiance Community Development District.

- B. Exhibit 8: Consideration of Recorded Easements for Offsite Utilities

On a MOTION by Mr. Fife, SECONDED by Ms. Kiernan, WITH ALL IN FAVOR, the Board approved the Recorded Easements for Offsite Utilities, for the Radiance Community Development District.

SIXTH ORDER OF BUSINESS – Staff Reports

- A. District Counsel

Ms. Ligas had nothing to report.

- B. District Engineer

1. Construction Update

- a. Exhibit 9: Gopher Tortoise Relocation Agreement

Ms. McConnell and Supervisor Kiernan provided a status update and the next steps. This item was to be ratified at the next meeting.

Ms. McConnell provided an update on the following Exhibits, 10-14.

- b. Exhibit 10: Southern Underground Industries Delay Notice #1
- c. Exhibit 11: Southern Underground Industries Delay Notice #2
- d. Exhibit 12: Southern Underground Industries Change Proposal Letter
- e. Exhibit 13: Offsite Utility – Intent to Claim #1
- f. Exhibit 14: Offsite Utility – Intent to Claim #2

C. District Manager

Mr. McInnes had nothing to report.

SEVENTH ORDER OF BUSINESS – Supervisors’ Requests

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda *(limited to 3 minutes per individual)*

There being none, the next item followed.

NINTH ORDER OF BUSINESS – Adjournment

Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Fife made a motion to adjourn the meeting.

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adjourned the meeting at 11:22 a.m. for the Radiance Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on August 25, 2025.

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 7

Radiance Community Development District

Financial Statements (Unaudited)

**Period Ending
May 31, 2025**

Radiance CDD
Balance Sheet
May 31, 2025

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
Assets:			
Cash	\$ 863	\$ 97,997	\$ 98,860
Accounts Receivable	2,936	2,320,375	2,323,311
Due to Developer		19,330	19,330
Deposits			-
Prepaid Items			-
Total Assets	<u><u>3,799</u></u>	<u><u>2,437,703</u></u>	<u><u>2,441,502</u></u>
Liabilities:			
Accounts Payable	4,855	2,131,007	2,135,863
Fund Balance:			
Nonspendable:			-
Deposits & Prepaids	-	-	-
Restricted for:			-
Debt Service	-	-	-
Capital Projects	-	306,696	306,696
Unassigned	(1,057)	-	(1,057)
Total Liabilities & Fund Balance	<u><u>\$ 3,799</u></u>	<u><u>\$ 2,437,703</u></u>	<u><u>\$ 2,441,502</u></u>

Radiance CDD
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period from October 1, 2024 to May 31, 2025

	FY2025 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Landowner Contribution	\$ 179,155	\$ 1,944	\$ 20,681	\$ (158,474)	11.54%
Total Revenue	179,155	1,944	20,681	(158,474)	11.54%
Expenditures					
Professional & Administrative					
Supervisor Fees	2,400	-	600	(1,800)	25.00%
District Management*	20,000	1,000	6,000	(14,000)	30.00%
Administrative Services *	12,750	-	-	(12,750)	0.00%
Accounting Services*	12,750	-	-	(12,750)	0.00%
Assessment Administration*	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	25,000	239	6,307	(18,693)	25.23%
Engineering	30,000	-	2,612	(27,388)	8.71%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	10,000	-	200	(9,800)	2.00%
Annual Special District Fee	175	-	175	-	100.00%
General Liability & Pol Insurance	7,000	-	5,408	(1,592)	77.26%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance	1,580	132	1,053	(527)	66.66%
Contingency	1,500	-	229	(1,271)	15.26%
Total Professional & Administrative	129,155	1,370	22,585	(106,570)	17.49%
Physical Environment					
Field Contingency	50,000	-	-	(50,000)	0.00%
Total Physical Environment	50,000	-	-	(219,340)	0.00%
Total Expenditures	179,155	1,370	22,585		
Excess of Revenue Over (Under) Expenditures	-	574	(1,904)		
Fund Balance - Beginning			847		
Fund Balance - Ending			\$ (1,057)		

Radiance CDD
Capital Projects Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period from October 1, 2024 to May 31, 2025

	FY2025 Adopted Budget	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue				
Landowner Contribution	\$ -	\$ 7,103,337	\$ 7,103,337	0.00%
Total Revenue	-	7,103,337	7,103,337	0.00%
Expenditures				
Construction in Progress	-	6,816,178	6,816,178	0.00%
Total Expenditures	-	6,816,178	7,103,337	0.00%
Excess of Revenue Over (Under) Expenditures		287,159		
Fund Balance - Beginning		19,537		
Fund Balance - Ending		\$ 306,696		

**Radiance CDD
Bank Reconciliation
May 31, 2025**

Balance per Bank Statement	\$	98,860.35
Plus: Outstanding Deposits		
Minus: Construction Cash		97,997.40
Minus: Outstanding Checks		-
Adjusted Bank Balance	\$	<u>862.95</u>

Beginning Bank Balance per Books	\$	1,349.13
Cash Receipts		263.32
Cash Disbursements		749.50
Balance per Books	\$	<u>862.95</u>

Radiance CDD
Check Register
May 31, 2025

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				1,096.50
10/31/2024				-	-	1,096.50
11/25/2024	00027713	Kolter Group Acquisitions LLC		2,045.76		3,142.26
11/25/2024	1571	Charles Faulkner	10/28/24 BOS Mtg		200.00	2,942.26
11/25/2024	1572	FLORIDA DEPT OF ECONOMIC OPPC 2024/2025 Annual district filing fee			175.00	2,767.26
11/25/2024	1573	Kutak Rock LLP	Legal Services		539.10	2,228.16
11/25/2024	1574	Vesta District Services	District Management Services October 2024		1,000.00	1,228.16
11/25/2024	1575	VGlobal Tech	Website Maintenance October		131.66	1,096.50
11/30/2024				2,045.76	2,045.76	1,096.50
12/06/2024	1576	Kutak Rock LLP	Legal Services		916.00	180.50
12/23/2024	00029299	Kolter Group Acquisitions LLC		916.00		1,096.50
12/31/2024				916.00	916.00	1,096.50
01/14/2025	1577	EGIS Insurance Advisors	FY 2025 Gen Liability Insurance		5,408.00	-4,311.50
01/16/2025	00030588	Kolter Group Acquisitions LLC		14,435.52		10,124.02
01/16/2025	1578	Kutak Rock LLP			2,992.41	7,131.61
01/16/2025	1579	VGlobal Tech			394.98	6,736.63
01/16/2025	1580	Kimley Horn	Engineering Services		1,984.79	4,751.84
01/16/2025	1581	Vesta District Services			3,655.25	1,096.59
1/31/2025				14,435.52	14,435.43	1,096.59
2/28/2025				-	-	1,096.59
04/01/2025	4310-00000018	Kolter Group Acquisitions LLC		2,472.13		3,568.71
04/01/2025	00033365	Kolter Group Acquisitions LLC		4,440.28		8,008.99
04/01/2025	1583	Dibartolomeo, McBee, Hartley & Barnes Services Rendered for Audited Financial Statements for Year Ended Septen			2,950.00	5,058.99
04/01/2025	1584	Kimley Horn	Engineering Services Jan 2025		627.60	4,431.39
04/01/2025	1585	Kutak Rock LLP			789.82	3,641.57
04/01/2025	1586	Vesta District Services			2,029.13	1,612.44

04/01/2025	1587	VGlobal Tech		263.32	1,349.13	
4/30/2025				6,912.41	6,659.87	1,349.13
05/06/2025			Deposit	263.32		1,612.45
05/13/2025	051325Wire2	Kutak Rock LLP	Legal Services - Project Construction Jan 2025		749.50	862.95
5/31/2025				263.32	749.50	862.95

EXHIBIT 8

Radiance
Community Development District

Financial Statements
(Unaudited)

Period Ending
June 30, 2025



Radiance CDD
Balance Sheet
June 30, 2025

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
Assets:			
Cash	\$ 600	\$ 97,997	\$ 98,597
Accounts Receivable	4,896	5,973,085	5,977,982
Due to Developer		19,330	19,330
Deposits			-
Prepaid Items			-
Total Assets	<u><u>5,496</u></u>	<u><u>6,090,413</u></u>	<u><u>6,095,909</u></u>
Liabilities:			
Accounts Payable	5,637	1,411,084	1,416,721
Fund Balance:			
Nonspendable:			-
Deposits & Prepaids	-	-	-
Restricted for:			-
Debt Service	-	-	-
Capital Projects	-	4,679,329	4,679,329
Unassigned	(141)	-	(141)
Total Liabilities & Fund Balance	<u><u>\$ 5,496</u></u>	<u><u>\$ 6,090,413</u></u>	<u><u>\$ 6,095,909</u></u>

Radiance CDD
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period from October 1, 2024 to June 30, 2025

	FY2025 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Landowner Contribution	\$ 179,155	\$ 2,685	\$ 23,366	\$ (155,789)	13.04%
Total Revenue	179,155	2,685	23,366	(155,789)	13.04%
Expenditures					
Professional & Administrative					
Supervisor Fees	2,400	-	600	(1,800)	25.00%
District Management*	20,000	1,000	7,000	(13,000)	35.00%
Administrative Services *	12,750	-	-	(12,750)	0.00%
Accounting Services*	12,750	-	-	(12,750)	0.00%
Assessment Administration*	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	25,000	-	6,865	(18,135)	27.46%
Engineering	30,000	-	2,612	(27,388)	8.71%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	10,000	-	200	(9,800)	2.00%
Annual Special District Fee	175	-	175	-	100.00%
General Liability & Pol Insurance	7,000	-	5,408	(1,592)	77.26%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance	1,580	132	1,185	(395)	75.00%
Contingency	1,500	-	309	(1,191)	20.61%
Total Professional & Administrative	129,155	1,132	24,354	(104,801)	18.86%
Physical Environment					
Field Contingency	50,000	-	-	(50,000)	0.00%
Total Physical Environment	50,000	-	-	(216,802)	0.00%
Total Expenditures	179,155	1,132	24,354		
Excess of Revenue Over (Under) Expenditures	-	1,554	(988)		
Fund Balance - Beginning			847		
Fund Balance - Ending			\$ (141)		

Radiance CDD
Capital Projects Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period from October 1, 2024 to June 30, 2025

	FY2025 Adopted Budget	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue				
Landowner Contribution	\$ -	\$ 11,476,886	\$ 11,476,886	0.00%
Total Revenue	<u>-</u>	<u>11,476,886</u>	<u>11,476,886</u>	<u>0.00%</u>
Expenditures				
Construction in Progress	-	6,817,094	6,817,094	0.00%
Total Expenditures	<u>-</u>	<u>6,817,094</u>	<u>11,476,886</u>	<u>0.00%</u>
Excess of Revenue Over (Under) Expenditures		<u>4,659,792</u>		
Fund Balance - Beginning		19,537		
Fund Balance - Ending		<u>\$ 4,679,329</u>		

**Radiance CDD
Bank Reconciliation
June 30, 2025**

Balance per Bank Statement	\$	98,992.01
Plus: Outstanding Deposits		
Minus: Construction Cash		97,997.40
Minus: Outstanding Checks		394.98
Adjusted Bank Balance	\$	<u>599.63</u>
Beginning Bank Balance per Books	\$	862.95
Cash Receipts		724.67
Cash Disbursements		987.99
Balance per Books	\$	<u>599.63</u>

**Radiance CDD
Check Register
FY 2025**

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				1,096.50
10/31/2024				-	-	1,096.50
11/25/2024	00027713	Kolter Group Acquisitions LLC		2,045.76		3,142.26
11/25/2024	1571	Charles Faulkner	10/28/24 BOS Mtg		200.00	2,942.26
11/25/2024	1572	FLORIDA DEPT OF ECONOMIC OPPC 2024/2025 Annual district filing fee			175.00	2,767.26
11/25/2024	1573	Kutak Rock LLP	Legal Services		539.10	2,228.16
11/25/2024	1574	Vesta District Services	District Management Services October 2024		1,000.00	1,228.16
11/25/2024	1575	VGlobal Tech	Website Maintenance October		131.66	1,096.50
11/30/2024				2,045.76	2,045.76	1,096.50
12/06/2024	1576	Kutak Rock LLP	Legal Services		916.00	180.50
12/23/2024	00029299	Kolter Group Acquisitions LLC		916.00		1,096.50
12/31/2024				916.00	916.00	1,096.50
01/14/2025	1577	EGIS Insurance Advisors	FY 2025 Gen Liability Insurance		5,408.00	-4,311.50
01/16/2025	00030588	Kolter Group Acquisitions LLC		14,435.52		10,124.02
01/16/2025	1578	Kutak Rock LLP			2,992.41	7,131.61
01/16/2025	1579	VGlobal Tech			394.98	6,736.63
01/16/2025	1580	Kimley Horn	Engineering Services		1,984.79	4,751.84
01/16/2025	1581	Vesta District Services			3,655.25	1,096.59
1/31/2025				14,435.52	14,435.43	1,096.59
2/28/2025				-	-	1,096.59
04/01/2025	4310-00000018	Kolter Group Acquisitions LLC		2,472.13		3,568.71
04/01/2025	00033365	Kolter Group Acquisitions LLC		4,440.28		8,008.99
04/01/2025	1583	Dibartolomeo, McBee, Hartley & Barnes Services Rendered for Audited Financial Statements for Year Ended Septen			2,950.00	5,058.99
04/01/2025	1584	Kimley Horn	Engineering Services Jan 2025		627.60	4,431.39
04/01/2025	1585	Kutak Rock LLP			789.82	3,641.57
04/01/2025	1586	Vesta District Services			2,029.13	1,612.44

04/01/2025	1587	VGlobal Tech		263.32	1,349.13	
4/30/2025				6,912.41	6,659.87	1,349.13
05/06/2025			Deposit	263.32		1,612.45
05/13/2025	051325Wire2	Kutak Rock LLP	Legal Services - Project Construction Jan 2025		749.50	862.95
5/31/2025				263.32	749.50	862.95
06/06/2025	4310-00000040	Kolter Group Acquisitions LLC		724.67		1,587.62
06/06/2025	1592	Kutak Rock LLP	Legal Services - Feb 2025		488.50	1,099.12
06/06/2025	1593	Vesta District Services			104.51	994.61
06/06/2025	1594	VGlobal Tech			394.98	599.63
6/30/2025				724.67	987.99	599.63

EXHIBIT 9

Radiance
Community Development District

Financial Statements
(Unaudited)

Period Ending
July 31, 2025



Radiance CDD
Balance Sheet
July 31, 2025

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
Assets:			
Cash	\$ 600	\$ 97,997	\$ 98,597
Accounts Receivable	8,855	5,328,167	5,337,021
Due to Developer		19,330	19,330
Deposits			-
Prepaid Items			-
Total Assets	<u><u>9,455</u></u>	<u><u>5,445,494</u></u>	<u><u>5,454,949</u></u>
Liabilities:			
Accounts Payable	10,817	1,366,231	1,377,048
Fund Balance:			
Nonspendable:			-
Deposits & Prepaids	-	-	-
Restricted for:			-
Debt Service	-	-	-
Capital Projects	-	4,079,264	4,079,264
Unassigned	(1,363)	-	(1,363)
Total Liabilities & Fund Balance	<u><u>\$ 9,455</u></u>	<u><u>\$ 5,445,494</u></u>	<u><u>\$ 5,454,949</u></u>

Radiance CDD
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period from October 1, 2024 to July 31, 2025

	FY2025 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Landowner Contribution	\$ 179,155	\$ 2,003	\$ 25,369	\$ (153,786)	14.16%
Total Revenue	179,155	2,003	25,369	(153,786)	14.16%
Expenditures					
Professional & Administrative					
Supervisor Fees	2,400	-	600	(1,800)	25.00%
District Management*	20,000	-	7,000	(13,000)	35.00%
Administrative Services *	12,750	-	-	(12,750)	0.00%
Accounting Services*	12,750	-	-	(12,750)	0.00%
Assessment Administration*	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	25,000	1,222	8,786	(16,214)	35.15%
Engineering	30,000	-	3,784	(26,216)	12.61%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	10,000	-	200	(9,800)	2.00%
Annual Special District Fee	175	-	175	-	100.00%
General Liability & Pol Insurance	7,000	-	5,408	(1,592)	77.26%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance	1,580	132	1,317	(263)	83.33%
Contingency	1,500	-	309	(1,191)	20.61%
Total Professional & Administrative	129,155	1,354	27,579	(101,576)	21.35%
Physical Environment					
Field Contingency	50,000	-	-	(50,000)	0.00%
Total Physical Environment	50,000	-	-	(210,352)	0.00%
Total Expenditures	179,155	1,354	27,579		
Excess of Revenue Over (Under) Expenditures	-	649	(2,210)		
Fund Balance - Beginning			847		
Fund Balance - Ending			\$ (1,363)		

Radiance CDD
Capital Projects Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period from October 1, 2024 to July 31, 2025

	FY2025 Adopted Budget	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue				
Landowner Contribution	\$ -	\$ 11,638,048	\$ 11,638,048	0.00%
Total Revenue	-	11,638,048	11,638,048	0.00%
Expenditures				
Construction in Progress	-	7,578,321	7,578,321	0.00%
Total Expenditures	-	7,578,321	11,638,048	0.00%
Excess of Revenue Over (Under) Expenditures		4,059,727		
Fund Balance - Beginning		19,537		
Fund Balance - Ending		\$ 4,079,264		

**Radiance CDD
Bank Reconciliation
July 31, 2025**

Balance per Bank Statement	\$	98,728.69
Plus: Outstanding Deposits		
Minus: Construction Cash		97,997.40
Minus: Outstanding Checks		131.66
Adjusted Bank Balance	\$	<u>599.63</u>
Beginning Bank Balance per Books	\$	599.63
Cash Receipts		1,944.16
Cash Disbursements		1,944.16
Balance per Books	\$	<u>599.63</u>

**Radiance CDD
Check Register
FY 2025**

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023		Balance Forward				1,096.50
10/31/2024				-	-	1,096.50
11/25/2024	00027713	Kolter Group Acquisitions LLC		2,045.76		3,142.26
11/25/2024	1571	Charles Faulkner	10/28/24 BOS Mtg		200.00	2,942.26
11/25/2024	1572	FLORIDA DEPT OF ECONOMIC OPPC 2024/2025 Annual district filing fee			175.00	2,767.26
11/25/2024	1573	Kutak Rock LLP	Legal Services		539.10	2,228.16
11/25/2024	1574	Vesta District Services	District Management Services October 2024		1,000.00	1,228.16
11/25/2024	1575	VGlobal Tech	Website Maintenance October		131.66	1,096.50
11/30/2024				2,045.76	2,045.76	1,096.50
12/06/2024	1576	Kutak Rock LLP	Legal Services		916.00	180.50
12/23/2024	00029299	Kolter Group Acquisitions LLC		916.00		1,096.50
12/31/2024				916.00	916.00	1,096.50
01/14/2025	1577	EGIS Insurance Advisors	FY 2025 Gen Liability Insurance		5,408.00	-4,311.50
01/16/2025	00030588	Kolter Group Acquisitions LLC		14,435.52		10,124.02
01/16/2025	1578	Kutak Rock LLP			2,992.41	7,131.61
01/16/2025	1579	VGlobal Tech			394.98	6,736.63
01/16/2025	1580	Kimley Horn	Engineering Services		1,984.79	4,751.84
01/16/2025	1581	Vesta District Services			3,655.25	1,096.59
1/31/2025				14,435.52	14,435.43	1,096.59
2/28/2025				-	-	1,096.59
04/01/2025	4310-00000018	Kolter Group Acquisitions LLC		2,472.13		3,568.71
04/01/2025	00033365	Kolter Group Acquisitions LLC		4,440.28		8,008.99
04/01/2025	1583	Dibartolomeo, McBee, Hartley & Barnes Services Rendered for Audited Financial Statements for Year Ended Septen			2,950.00	5,058.99
04/01/2025	1584	Kimley Horn	Engineering Services Jan 2025		627.60	4,431.39
04/01/2025	1585	Kutak Rock LLP			789.82	3,641.57
04/01/2025	1586	Vesta District Services			2,029.13	1,612.44

04/01/2025	1587	VGlobal Tech		263.32	1,349.13	
4/30/2025				6,912.41	6,659.87	1,349.13
05/06/2025			Deposit	263.32		1,612.45
05/13/2025	051325Wire2	Kutak Rock LLP	Legal Services - Project Construction Jan 2025		749.50	862.95
5/31/2025				263.32	749.50	862.95
06/06/2025	4310-00000040	Kolter Group Acquisitions LLC		724.67		1,587.62
06/06/2025	1592	Kutak Rock LLP	Legal Services - Feb 2025		488.50	1,099.12
06/06/2025	1593	Vesta District Services			104.51	994.61
06/06/2025	1594	VGlobal Tech			394.98	599.63
6/30/2025				724.67	987.99	599.63
07/11/2025	4310-00000056	Kolter Group Acquisitions LLC		1,944.16		2,543.79
07/15/2025	1595	Charles Faulkner	4/28/25 BOS Mtg		200.00	2,343.79
07/15/2025	1596	Kutak Rock LLP	Project Construction March 2025		612.50	1,731.29
07/15/2025	1597	Vesta District Services	District Management Services May 2025		1,000.00	731.29
07/15/2025	1598	VGlobal Tech	Website Maintenance May 2025		131.66	599.63
7/31/2025				1,944.16	1,944.16	599.63

EXHIBIT 10

CHANGE ORDER NO. 4

Date of Issuance: May 16, 2025 Effective Date: _____

Project: Radiance – Offsite Utility Line	District: Radiance Community Development District	District's Contract No.:
Contract: Radiance – Offsite Utility Project	Date of Contract: March 24, 2023 Assigned to District on December 1, 2023	
Contractor: Southern Underground Industries, Inc.	Architect's/Engineer's Project No.:	

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: plan vs. bid tab discrepancies

Attachments: See attached Exhibit A

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$8,455,795.00

CHANGE IN CONTRACT TIMES:

Original Contract
Times:

Original Contract
Price:

Increase/Decrease from prior Change Orders:

(\$2,636,003.68)

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Price prior to this Change Order:

\$5,819,791.32

Contract Times prior to this Change Order: 11/7/2025

Increase/Decrease of this Change Order:

\$83,853.18

Increase/Decrease of this Change Order: +12 days

Contract Price incorporating this Change Order:

\$5,903,644.50

Contract Times with all approved Change Orders: 11/19/2025

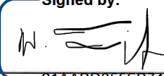
RECOMMENDED BY:
**KIMLEY-HORN AND ASSOCIATES
INC., DISTRICT ENGINEER**

By: 

Title: FOR

Date: 5/29/25

ACCEPTED:
**RADIANCE COMMUNITY DEVELOPMENT
DISTRICT**

Signed by: 

Title: CDD Chairman

Date: 5/30/2025

ACCEPTED:
**SOUTHERN UNDERGROUND
INDUSTRIES, INC.**

By: 

Title: _____

Date: _____



Southern Underground Industries
794 South Military Trail
Deerfield Beach, FL. 33442

Date: February 13th, 2025

To: Kimley-Horn & Associates (Attn. Nicole McConnell)

Re: Response to Change Order #4 – Plans vs Bid Tab Discrepancies

Dear Nicole:

Please utilize this letter as a response to your letter dated February 12th, 2025 in relationship to the quantity discrepancies in the bid tabulation in difference to the plan take off quantities. I have provided our take-off set of plans per your Addendum that was issued as well as the spread sheet that is exported from our takeoff software for reviewing the takeoff quantities. You will notice the bid tab quantities verses take off quantities and the items that are in discrepancy for your final review and approval. The plans are fully calibrated to scale for your peer review.

Your patience in this matter is much appreciated and please don't hesitate to contact me if you have any questions on any of these files.

Sincerely, Michael Griffin

A handwritten signature in blue ink, appearing to read 'Michael Griffin', is written over a light blue horizontal line.

Southern Underground Industries, Inc.

Bid #	Desc	Subject	Length	Length Unit
11	Bid Tab	WM - 12" C-900	4,495	ft
11	TO Qnty	WM - 12" C-900 (7)	4,789	ft
		Delta	294	ft
12	Bid Tab	WM - 14" DR-11 DB	690	ft
12	TO Qnty	WM - 14" DR-11 DB (2)	690	ft
		Delta	0	ft
13	Bid Tab	FM - 16" C-900	11,450	ft
13	TO Qnty	FM - 16" C-900 (15)	11,678	ft
		Delta	228	ft
14	Bid Tab	WM - 16" C-900	8,760	ft
14	TO Qnty	WM - 16" C-900 (13)	8,764	ft
		Delta	4	ft
15	Bid Tab	FM - 18" DR-11 DB	2,640	ft
15	TO Qnty	FM - 18" DR-11 DB (6)	2,648	ft
		Delta	8	ft
16	Bid Tab	WM - 18" DR-11 DB	1,810	ft
16	TO Qnty	WM - 18" DR-11 DB (2)	1,810	ft
		Delta	0	ft
66	Bid Tab	FM - 12" C-900	4,430	ft
66	TO Qnty	FM - 12" C-900 (7)	4,726	ft
		Delta	296	ft
67	Bid Tab	FM - 14" DR-11 DB	687	ft
67	TO Qnty	FM - 14" DR-11 DB (2)	689	ft
		Delta	2	ft



794 South Military Trail
Deerfiled Beach, FL 33442
Phone: (954) 590-0322

TO: Radiance Community Development District
ATTN: William Fife
RE: Radiance Offsite Utility Project
DATE: February 13, 2025

CONTRACT # 1512
CHANGE ORDER # 4 - R1

CHANGE ORDER

#	SERVICE ITEM	QTY	UNIT	UNIT PRICE	LINE TOTAL
PLANS VS BID TAB DISCREPANCIES					
5	SURVEY & RECORD DRAWINGS	1	LS	\$ 575.00	575.00
6	CONSTRUCTION TESTING	1	LS	\$ 2,635.00	2,635.00
11	12" C-900 DR18 WM	294	LF	\$ 101.00	29,694.00
13	16" C-900 DR18 FM	228	LF	\$ 130.00	29,640.00
14	16" C-900 DR18 WM	4	LF	\$ 122.50	490.00
15	18" HDPE DR-11 DIRECTIONAL BORE FM	8	LF	\$ 225.00	1,800.00
21	16" PLUG VALVES - FM	-3	EA	\$ 13,500.00	(40,500.00)
22	16" GATE VALVE - WM	3	EA	\$ 11,000.00	33,000.00
62	SURVEY & RECORD DRAWINGS	1	LS	\$ 365.00	365.00
63	CONSTRUCTION TESTING	1	LS	\$ 2,065.00	2,065.00
66	12" C-900 DR18 FM	296	LF	105.00	31,080.00
67	14" HDPE DR-11 DIRECTIONAL BORE FM	2	LF	170.00	340.00
68A	30" JACK & BORE - FM	-300	LF	926.00	(277,800.00)
68B	24" JACK & BORE - FM	300	LF	860.00	258,000.00
69	12" PLUG VALVE - FM	1	EA	10,825.00	10,825.00
					-
2	BOND FEE	0.02	%	\$ 82,209.00	1,644.18
					-
SUB TOTAL:					83,853.18
CHANGE ORDER TOTAL: \$					83,853.18

The Original Contract Value was	\$	8,455,795.00
The Sum of Previously Approved Change Orders	\$	(2,636,003.68)
The Contract Amount Prior to this Change Order was	\$	5,819,791.32
The Contract Value will be changed by this Change Order will be	\$	83,853.18
The New Contract Value including this Change Order will be	\$	5,903,644.50
The Contract Time will be changed by (Calendar Days)		12.0
The Date of Substantial Completion as of the date of this Change Order		11/19/2025

NOTE: ALL TERMS AND CONDITIONS OF THE CONTRACT APPLY TO THIS CHANGE ORDER

PRICING NOTES:

- Change Order is based upon a true up to quantities from the Original Addendum #1 plans against the bid tab discrepancies.
- All existing unit prices have been adhered to within this Change Order.
- Bond Fee has been added to maintain alignment of overall contract value.

Accepted By:
SOUTHERN UNDERGROUND INDUSTRIES

Accepted By:
RADIANCE COMMUNITY DEVELOPMENT DISTRICT

Signed:

Signed:

Name / Title: Michael Griffin / Manager

Name / Title:

Date: February 13, 2025

Date:

EXHIBIT 11

CHANGE ORDER NO. 5Date of Issuance: May 16, 2025 Effective Date: _____

Project: Radiance – Offsite Utility Line	District: Radiance Community Development District	District's Contract No.:
Contract: Radiance – Offsite Utility Project		Date of Contract: March 24, 2023 Assigned to District on December 1, 2023
Contractor: Southern Underground Industries, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: sample pointsAttachments: **See attached Exhibit A****CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$8,455,795.00**CHANGE IN CONTRACT TIMES:**Original Contract
Times:Original Contract
Price:

Increase/Decrease from prior Change Orders:

(\$2,552,150.50)

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Price prior to this Change Order:

\$5,903,644.50Contract Times prior to this Change Order: 11/19/2025

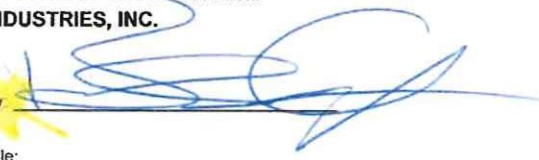
Increase/Decrease of this Change Order:

\$16,524.00Increase/Decrease of this Change Order: +20 days

Contract Price incorporating this Change Order:

\$5,920,168.50Contract Times with all approved Change Orders: 12/9/2025**RECOMMENDED BY:****KIMLEY-HORN AND ASSOCIATES
INC., DISTRICT ENGINEER**By: Title: EORDate: 5/28/25**ACCEPTED:****RADIANCE COMMUNITY DEVELOPMENT
DISTRICT**

Signed by:

By: 21AABD855FB74D4...Title: CDD ChairmanDate: 5/30/2025**ACCEPTED:****SOUTHERN UNDERGROUND
INDUSTRIES, INC.**By: 

Title: _____

Date: _____



794 South Military Trail
Deerfield Beach, FL 33442
Phone: (954) 590-0322

TO: Radiance Community Development District
ATTN: William Fife
RE: Radiance Offsite Utility Project
DATE: January 6, 2025

CONTRACT # 1512
CHANGE ORDER # 5

CHANGE ORDER

#	SERVICE ITEM	QTY	UNIT	UNIT PRICE	LINE TOTAL
	ADDED SAMPLE POINTS				
	SAMPLE POINTS	6	EA	\$ 2,700.00	16,200.00
					-
					-
					-
					-
					-
2	BOND FEE	0.02	%	\$ 16,200.00	324.00
					-
SUB TOTAL:					16,524.00
CHANGE ORDER TOTAL: \$					16,524.00

The Original Contract Value was	\$	8,455,795.00
The Sum of Previously Approved Change Orders	\$	(2,552,150.50)
The Contract Amount Prior to this Change Order was	\$	5,903,644.50
The Contract Value will be changed by this Change Order will be	\$	16,524.00
The New Contract Value including this Change Order will be	\$	5,920,168.50
The Contract Time will be changed by (Calendar Days)		20.0
The Date of Substantial Completion as of the date of this Change Order		12/9/2025

NOTE: ALL TERMS AND CONDITIONS OF THE CONTRACT APPLY TO THIS CHANGE ORDER

PRICING NOTES:

- Change Order is based upon Sample Point plan being provided by the EOR per FDEP permit being issued.
- It is noted that there are an additional (2) two more sample points that actually provided on the plan initially due to NO accommodation of where the directional bores are located as no sample point can be placed on these lines.
- Bond Fee has been added to maintain alignment of overall contract value.

Accepted By:
SOUTHERN UNDERGROUND INDUSTRIES

Accepted By:
RADIANCE COMMUNITY DEVELOPMENT DISTRICT

Signed: MO [Signature]

Signed: _____

Name / Title: Michael Griffin / Manager

Name / Title: _____

Date: March 11, 2025

Date: _____

EXHIBIT 12

CHANGE ORDER NO. 6

Date of Issuance: May 16, 2025 Effective Date: _____

Project: Radiance – Offsite Utility Line	District: Radiance Community Development District	District's Contract No.:
Contract: Radiance – Offsite Utility Project		Date of Contract: March 24, 2023 Assigned to District on December 1, 2023
Contractor: Southern Underground Industries, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: offsets/guy wires

Attachments: See attached Exhibit A

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$8,455,795.00

CHANGE IN CONTRACT TIMES:

Original Contract
Times:

Original Contract
Price:

Increase/Decrease from prior Change Orders:

(\$2,535,626.50)

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Price prior to this Change Order:

\$5,920,168.50

Contract Times prior to this Change Order: 12/9/2025

Increase/Decrease of this Change Order:

\$84,229.68

Increase/Decrease of this Change Order: + 3 days

Contract Price incorporating this Change Order:

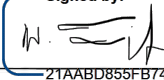
\$6,004,398.18

Contract Times with all approved Change Orders: 12/12/2025

RECOMMENDED BY:
KIMLEY-HORN AND ASSOCIATES
INC., DISTRICT ENGINEER

By: 
Title: EOR
Date: 5/29/25

ACCEPTED:
RADIANCE COMMUNITY DEVELOPMENT
DISTRICT

Signed by: 
By: _____
21AABD855FB74D4...
Title: CDD Chairman
Date: 5/30/2025

ACCEPTED:
SOUTHERN UNDERGROUND
INDUSTRIES, INC.

By: 
Title: _____
Date: _____



794 South Military Trail
Deerfiled Beach, FL 33442
Phone: (954) 590-0322

TO: Radiance Community Development District
ATTN: William Fife
RE: Radiance Offsite Utility Project
DATE: February 24, 2025

CONTRACT # 1512
CHANGE ORDER # 6

CHANGE ORDER

#	SERVICE ITEM	QTY	UNIT	UNIT PRICE	LINE TOTAL
	HORIZONTAL DEFLECTIONS				
	16" WM HORIZONTAL DEFLECTIONS	3	EA	\$ 11,682.94	35,048.82
	16" FM HORIZONTAL DEFLECTIONS	3	EA	\$ 15,843.10	47,529.30
					-
					-
					-
2	BOND FEE	0.02	%	\$ 82,578.12	1,651.56
					-
SUB TOTAL:					84,229.68
CHANGE ORDER TOTAL: \$					84,229.68

The Original Contract Value was	\$	8,455,795.00
The Sum of Previously Approved Change Orders	\$	(2,535,626.50)
The Contract Amount Prior to this Change Order was	\$	5,920,168.50
The Contract Value will be changed by this Change Order will be	\$	84,229.68
The New Contract Value including this Change Order will be	\$	6,004,398.18
The Contract Time will be changed by (Calendar Days)		3.0
The Date of Substantial Completion as of the date of this Change Order		12/12/2025

NOTE: ALL TERMS AND CONDITIONS OF THE CONTRACT APPLY TO THIS CHANGE ORDER

PRICING NOTES:

1. Change Order is based upon the following locations at poles for where down guy wires will directly affect the installation of the 16" WM and 16" FM respectively.
2. The stationing for these locations is as follows per the FM stationing. STA 98+10, STA 95+40 and STA 93+10.
3. All necessary restraints are included within these deflections based upon restraint chart in the plans.
4. Bond Fee has been added to maintain alignment of overall contract value.

Accepted By:
SOUTHERN UNDERGROUND INDUSTRIES

Accepted By:
RADIANCE COMMUNITY DEVELOPMENT DISTRICT

Signed:

Signed:

Name / Title: Michael Griffin / Manager

Name / Title:

Date: March 11, 2025

Date:

EXHIBIT 13

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AND RELEASE AGREEMENT (the “**Settlement Agreement**”) is entered into effective as of the date that all parties sign this Settlement Agreement and a fully executed version is provided to all Parties (the “**Effective Date**”) by and among Bulow Creek, LLC, a Florida limited liability company (“**Bulow Creek**”), Radiance Community Development District, a local, special purpose governmental entity (the “**District**”) and the City of Palm Coast. The parties are individually referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Bulow Creek is the owner of approximately of real property located in, Flagler County, Florida (the “**Bulow Creek Property**”) consisting of Flagler Property Appraiser parcel identification numbers 09-12-31-0000-01010-0020; 09-12-31-0000-01020-0010; 10-12-31-0000-00010-0010; 10-12-31-0000-00020-0010; 11-12-31-0650-000B0-0050; 15-12-31-0000-01010-0020; 16-12-31-0000-01020-0000; 16-12-31-0000-01020-0020; 21-12-31-0000-01010-0030; 22-12-31-0000-01010-0000; 22-12-31-0000-01010-0010; 22-12-31-0000-01010-0020; 27-12-31-0000-01020-0000; 39-12-31-0000-01010-0030, a portion of which are located within the City’s municipal boundaries and/or are served by City utilities;

B. In 2009, the City and Bulow Creek entered into two agreements: (i) an Agreement for Consent to Involuntary Annexation and (ii) the South Old Kings Road Easement and Utility Agreement, copies of which were recorded on May 28, 2009 in Official Records Book (“ORB”) 1718, beginning at page 140, Flagler County official records. (collectively, the “**2009 Agreements**”);

C. Pursuant to the terms of the 2009 Agreements, a portion of the Bulow Creek Property was annexed into the City;

D. Pursuant to the terms of the 2009 Agreements, Bulow Creek agreed to provide the City with a utility easement and the City agreed to provide potable water to the Bulow Creek Property “at its sole cost and expense” and to “use its best efforts to provide wastewater service”;

E. Bulow Creek executed the utility easement, which was recorded on July 24, 2009 in ORB 1727, beginning at page 1645, Flagler County official records;

F. More recently, the City requested that Bulow Creek provide the City and District with a new, wider and longer easement and Bulow Creek agreed to convey the easement in exchange for a credit for future utility connections on the Bulow Creek Property;

G. In or around May 2024, the Parties agreed on an initial form of a Permanent Non-Exclusive Utilities Easement and Temporary Construction Easement (the “**Proposed Easement**”);

H. The Proposed Easement was signed by the Parties, but Bulow Creek asserts that the Proposed Easement was never validly delivered on its behalf nor authorized to be recorded;

I. The City recorded a copy of the Proposed Easement (the original of which remains with Bulow Creek’s counsel) in ORB 2948, beginning at page 1034, Flagler County official

records and directed the District to begin construction of facilities within the footprint of the Proposed Easement;

J. In turn, the District, through its general contractor, began construction in 2025 on the Bulow Creek Property;

K. Upon learning of the City's recording of the copy of the Proposed Easement and the District's construction, Bulow Creek sent letters to the City and the District notifying them that the Proposed Easement had not been delivered, should not have been recorded and that neither the City nor the District has permission to be on Bulow Creek's property;

L. The City, the District and the District's contractor have stopped all construction on the Bulow Creek Property; and

M. In order to resolve disputes concerning the Proposed Easement and the activities of the City, District and/or the District's contractor and to compensate Bulow Creek for the value of land within the Proposed Easement and Bulow Creek's costs associated with the Easement Agreement (defined below), the Parties now wish to enter into this Settlement Agreement to resolve any and all claims of the Parties.

NOW, THEREFORE, for and in consideration of the mutual promises, mutual releases, covenants and undertakings contained herein, and other good and valuable consideration described below, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to the following terms and conditions:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Ratification of 2009 Agreements.** The City and Bulow Creek hereby ratify and reaffirm the 2009 Agreements, which shall continue to be binding on the City and Bulow Creek and are not released or terminated by this Settlement Agreement or any document executed in connection with this Settlement Agreement.
3. **Execution and Delivery of Easement Agreement.** The City, District and Bulow Creek shall execute the proposed Permanent Non-Exclusive Utilities Easement and Temporary Non-Exclusive Construction Agreement attached hereto as **Exhibit A** (the "Easement Agreement") within five (5) days of the Effective Date of this Settlement Agreement and provide original signature pages to counsel for Bulow Creek who shall hold the fully executed Easement Agreement in escrow pursuant to the terms of paragraph 6 below.
4. **Execution and Delivery of Connection Fee Credit Agreement.** The City and Bulow Creek shall execute the proposed Connection Fee Credit Agreement attached hereto as **Exhibit B** within five (5) days of the Effective Date of this Settlement Agreement and provide original signature pages to counsel for Bulow Creek who shall hold the fully executed Connection Fee Credit Agreement in escrow pursuant to the terms of paragraph 6 below.
5. **Execution and Delivery of Temporary Construction Easement.** The District and Bulow Creek shall execute the proposed Temporary Construction Easement Agreement attached hereto as **Exhibit C** within five (5) days of the Effective Date of this Settlement

Agreement and provide original signature pages to counsel for Bulow Creek who shall hold the fully executed Temporary Construction Easement Agreement in escrow pursuant to the terms of paragraph 6 below.

6. **Delivery.** The Easement Agreement, Connection Fee Credit Agreement and Temporary Construction Easement Agreement shall be binding documents upon receipt of all original signature pages of the Easement Agreement, Connection Fee Credit Agreement and Temporary Construction Easement Agreement by counsel for Bulow Creek, who shall, within five (5) days of receipt thereof, deliver the original Easement Agreement to the City for recording and a copy of the fully executed Connection Fee Credit Agreement and Temporary Construction Easement Agreement to the City and District. The Temporary Construction Easement Agreement shall not be recorded. Upon delivery and recording, the Easement Agreement shall by its terms supplant, replace, and supersede, to the extent enforceable, the Proposed Easement recorded by the City on April 1, 2025 in ORB 2948 Page 1024, Flagler County official records.

7. **Construction of Facilities.** In addition to such other improvements and facilities as may be constructed, installed, and maintained by the District and City in accordance with the terms of the Easement Agreement, the District and City shall ensure that the Utility Facilities (as defined in the Connection Fee Credit Agreement) are constructed in accordance with Paragraph 2.d and Exhibit B to the Easement Agreement. If the Utility Facilities are not constructed in accordance with Paragraph 2.d and Exhibit B to the Easement Agreement, then the Easement Agreement shall be null and void and the City and District shall execute a termination of the Easement Agreement and deliver same to Bulow Creek for recording in the Official Records. In addition to any other legal or equitable remedies available to Bulow Creek for a breach of this paragraph, Bulow Creek shall be entitled to specific performance of this paragraph and shall be entitled to recover any fees and costs associated with any successful legal or equitable claim to enforce this paragraph.

8. **Uniformity.** For any development on the Bulow Creek Property, the City agrees to not impose or require, directly or indirectly, either on its own or by working with any other entity (County Government, FGUA, CDD, etc.), additional fees, surcharges or exactions for water, wastewater, and reuse (i.e. reclaimed water) infrastructure other than uniform, standard fees charged for new utility connections and utility services. The City agrees that this provision shall be applied without prejudice to any applications for development orders or development permits affecting the Bulow Creek Property.

9. **Reuse Lines.** The City shall not require Bulow Creek, its successors or assigns to install at their expense (directly or indirectly), a reuse (reclaimed) water line in the Easement Property, nor outside of the boundaries of the Bulow Creek Property, nor carrying a capacity which is greater than the volume needed to serve the development of the Bulow Creek Property under its then-existing zoning approval.

10. **Applicability of Other Regulations.** Except as otherwise provided above, City development approvals of the Bulow Creek Property remain subject to applicable regulations relating to the availability of utilities, which depending upon available capacities, locations, and related circumstances at the time, may result in a requirement that the developer install certain utility infrastructure needed to serve development within the Bulow Creek Property at its cost as

a condition of development approval. Such a requirement shall be limited to utility infrastructure designed and sized to meet not more than the volume needed to serve the development of the Bulow Creek Property.

11. City's Release. Upon delivery of the original Easement Agreement to the City for recording and delivery of a copy of the fully executed Connection Fee Credit Agreement to the City and District pursuant to paragraph 5 above, and except for the obligations set forth herein, including those in the 2009 Agreements, Easement Agreement and the Connection Fee Credit Agreement, which are not being released, the City on its own behalf and on behalf of its employees, representatives, agents, shareholders, officers, directors, partners, members, principals, representatives, subsidiaries, parent entities, related entities, affiliates, predecessors, successors, heirs, executors, administrators, trustees, receivers, insurers, privies, assigns, attorneys and all others acting on behalf of the City does hereby release, discharge and acquit Bulow Creek and the District along with their respective employees, representatives, agents, shareholders, officers, directors, partners, members, principals, representatives, subsidiaries, parent entities, related entities, affiliates, predecessors, successors, heirs, executors, administrators, trustees, receivers, insurers, privies, assigns, attorneys and all others acting on behalf of Bulow Creek or the District, including the District's contactor Southern Underground Industries, Inc., and District's project manager Kolter Group Acquisitions, LLC (collectively, the "**City Released Parties**"), from any and all claims, actions, causes of action, demands, counter-claims, payments, attorneys' fees, benefits, rights, damages, costs, loss of service, liens, expenses and compensation whatsoever which the City ever had or now has against the City Released Parties, on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, losses, and damages and any consequences thereof resulting from any transaction, dealings, contracts, relationships, conversations, communications, professional services, or any other matter.

12. District's Release. Upon delivery of the original Easement Agreement to the City for recording and delivery of a copy of the fully executed Connection Fee Credit Agreement to the City and District pursuant to paragraph 5 above, and except for the obligations set forth herein, including those in the 2009 Agreements, Easement Agreement and the Connection Fee Credit Agreement, which are not being released, the District on its own behalf and on behalf of its employees, representatives, agents, shareholders, officers, directors, partners, members, principals, representatives, subsidiaries, parent entities, related entities, affiliates, predecessors, successors, heirs, executors, administrators, trustees, receivers, insurers, privies, assigns, attorneys and all others acting on behalf of the District does hereby release, discharge and acquit the Bulow Creek and the City, along with their respective employees, representatives, agents, shareholders, officers, directors, partners, members, principals, representatives, subsidiaries, parent entities, related entities, affiliates, predecessors, successors, heirs, executors, administrators, trustees, receivers, insurers, privies, assigns, attorneys and all others acting on behalf of Bulow Creek or the City (collectively, the "**District Released Parties**") from any and all claims, actions, causes of action, demands, counter-claims, payments, attorneys' fees, benefits, rights, damages, costs, loss of service, liens, expenses and compensation whatsoever which the District ever had or now has against the District Released Parties, on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, losses, and damages and any consequences thereof resulting from any transaction, dealings, contracts, relationships, conversations, communications, professional services, or any other matter.

13. Bulow Creek's Release. Upon delivery of the original Easement Agreement to the City for recording and delivery of a copy of the fully executed Connection Fee Credit Agreement to the City and District pursuant to paragraph 5 above, and except for the obligations set forth herein, including those in the 2009 Agreements, Easement Agreement and the Connection Fee Credit Agreement, which are not being released, Bulow Creek's on its own behalf and on behalf of its employees, representatives, agents, shareholders, officers, directors, partners, members, principals, representatives, subsidiaries, parent entities, related entities, affiliates, predecessors, successors, heirs, executors, administrators, trustees, receivers, insurers, privies, assigns, attorneys and all others acting on behalf of the Bulow Creek does hereby release, discharge and acquit the City and District along with their respective employees, representatives, agents, shareholders, officers, directors, partners, members, principals, representatives, subsidiaries, parent entities, related entities, affiliates, predecessors, successors, heirs, executors, administrators, trustees, receivers, insurers, privies, assigns, attorneys and all others acting on behalf of the City or District, including the District's contactor Southern Underground Industries, Inc., and District's project manager Kolter Group Acquisitions, LLC (collectively, the "**Bulow Creek Released Parties**"), from any and all claims, actions, causes of action, demands, counter-claims, payments, attorneys' fees, benefits, rights, damages, costs, loss of service, liens, expenses and compensation whatsoever which Bulow Creek ever had or now has against the Bulow Creek Released Parties, on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, losses, and damages and any consequences thereof resulting from any transaction, dealings, contracts, relationships, conversations, communications, professional services, or any other matter.

14. Miscellaneous Provisions.

A. Governing Law. This Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement shall be governed and construed in accordance with the laws of the State of Florida.

B. Merger; No Representations. This Settlement Agreement, the Easement Agreement and Connection Fee Credit Agreement, constitute the sole and entire agreement of the parties to this Settlement Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, other than the 2009 Agreements, with respect to such subject matter. This Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement are entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement, made by any other party.

C. Survival. The terms and conditions of this Settlement Agreement and the Connection Fee Credit Agreement shall survive the delivery of the Easement Agreement and continue to be enforceable by Bulow Creek following the use of the Connection Fee Credits (as defined in the Connection Fee Credit Agreement) against the City unless and until the Connection Fee Credit Agreement is terminated. Except as otherwise provided in this Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement, no representations, warranties, covenants, or other obligations of Bulow Creek set forth in this Settlement Agreement, the Easement Agreement or the Connection

Fee Credit Agreement shall survive the delivery of the Easement Agreement and Connection Fee Credit Agreement.

D. Business Days. Whenever any action must be taken (including the giving of notices) under this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term “Business Day” shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Florida.

E. Modifications and Amendments. This Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, amend, terminate, or discharge this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement, in whole or in part, unless such agreement is in writing and is signed by the Parties thereto.

F. Successors and Assigns; Assignment. This Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and assigns.

G. Severability. If any term or provision of this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement be consummated as originally contemplated to the greatest extent possible.

H. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement and give effect to the transactions contemplated hereby, provided such documents do not impose any material obligations upon any party hereunder except as set forth in this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement.

I. Counterparts. This Settlement Agreement may be executed by the parties in separate counterparts, including electronic (e.g., .pdf) versions, each of which when so

executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

J. Headings. The captions or paragraph titles contained in this Settlement Agreement are for convenience and reference only and shall not be deemed a part of the text of this Settlement Agreement.

K. No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

L. Opportunity to Confer with Counsel. The Parties each acknowledge that they have had the opportunity to read, study, consider and deliberate upon this Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement, and have had the opportunity to consult with counsel. The Parties each acknowledge that they have fully read and understood this Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement, and are executing this Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement freely, voluntarily, with full knowledge of its significance, and without duress, undue influence, or coercion.

M. Venue and Jurisdiction. This Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement and all amendments thereto shall be construed and interpreted in accordance with the laws of Florida and proper venue and exclusive jurisdiction in any action to enforce this Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement shall be in Circuit or County Court located in Flagler County, Florida.

N. Preparation of Agreement. The Parties agree that all Parties contributed to the preparation and drafting of the Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement and that the Settlement Agreement, the Easement Agreement and the Connection Fee Credit Agreement shall not be construed more strictly against one Party than the other.

O. Good Faith. The Parties hereby agree to operate and perform their obligations in accordance with the standards of good faith and fair dealing.

15. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS Settlement Agreement, the Easement Agreement or the Connection Fee Credit Agreement.

16. Attorneys' Fees and Costs. In the event of any litigation between the Parties to enforce this Settlement Agreement, the Easement Agreement or the Connection Fee Credit

Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, including those incurred at all trial and appellate levels.

[space intentionally left blank]

IN WITNESS WHEREOF, the Parties have entered into the forgoing effective as of the date that the last party hereto signs this Settlement Agreement.

BULOW CREEK, LLC:

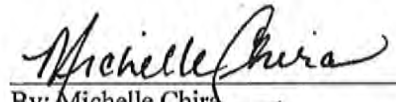
CITY OF PALM COAST


By: Mary L. Demetree
Its: Manager
Date: 06/16/2025

By: _____
Its: _____
Date: _____

BULOW CREEK, LLC:

**RADIANCE COMMUNITY
DEVELOPMENT DISTRICT**


By: Michelle Chira
Its: Manager
Date: 6/13/2024

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, the Parties have entered into the forgoing effective as of the date that the last party hereto signs this Settlement Agreement.

BULOW CREEK, LLC:

CITY OF PALM COAST

By: Mary L. Demetree
Its: Manager
Date: _____

By: _____
Its: _____
Date: _____

BULOW CREEK, LLC:

**RADIANCE COMMUNITY
DEVELOPMENT DISTRICT**



By: Michelle Chira
Its: Manager
Date: 6/19/2025

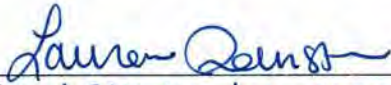
By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, the Parties have entered into the forgoing effective as of the date that the last party hereto signs this Settlement Agreement.

BULOW CREEK, LLC:

CITY OF PALM COAST

By: Mary L. Demetree
Its: Manager
Date: _____


By: Lauren Johnston
Its: Acting City Manager
Date: 6/16/25

BULOW CREEK, LLC:

**RADIANCE COMMUNITY
DEVELOPMENT DISTRICT**

By: Michelle Chira
Its: Manager
Date: _____

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, the Parties have entered into the forgoing effective as of the date that the last party hereto signs this Settlement Agreement.

BULOW CREEK, LLC:

CITY OF PALM COAST

By: Mary L. Demetree
Its: Manager
Date: _____

By: _____
Its: _____
Date: _____

BULOW CREEK, LLC:

**RADIANCE COMMUNITY
DEVELOPMENT DISTRICT**

By: Michelle Chira
Its: Manager
Date: _____



By: William Fife
Its: Chair
Date: 6/18/25

EXHIBIT A

(Easement Agreement)

PREPARED BY AND RETURN TO:
Melissa N. VanSickle
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

PERMANENT NON- EXCLUSIVE UTILITIES EASEMENT
AND TEMPORARY NON-EXCLUSIVE CONSTRUCTION AGREEMENT

Cross Reference Official Records Book 2948, Page 1034

This Permanent Non-Exclusive Utilities Easement Agreement and Temporary Non-Exclusive Construction Agreement (“Agreement”) is made this 13th day of June, 2025, by and between **BULOW CREEK, LLC**, a Florida limited liability company, whose address is 800 Highland Ave., Suite 200, Orlando, Florida 32803, (“Grantor”), the **CITY OF PALM COAST**, a municipal corporation of the State of Florida, whose office address is 160 Lake Avenue, Palm Coast, FL 32164 (“City”), and **RADIANCE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“CDD”). The CDD and City are collectively referred to as “Grantees”. The Grantor, CDD, and City are sometimes individually referred to as the “Party”, and they are sometimes collectively referred to as the “Parties”.

RECITALS

A. Grantor owns the property identified by Parcel ID Numbers 09-12-31-0000- 01010-0020, 39-12-31-0000-01010-0030, 10-12-31-0000-00020-0010, 15-12-31-0000- 01010-0020, and 22-12-31-0000-01010-0010, more particularly described in Official Records Book 525, Page 995, Public Records of Flagler County, Florida (the “Grantor’s Property”).

B. Grantees desire to obtain a non-exclusive, temporary construction easement over, upon, across, under, and through Grantor’s Property for the purpose of construction, installation, and maintenance of water, sewer, and reuse waterway lines (hereinafter referred to as “Utility Lines and Associated Equipment”) and a permanent easement to construct, install and maintain underground improvements to the Utility Lines and Associated Equipment in the future. Grantor is willing to convey non-exclusive easements to Grantees, as set forth more thoroughly in this Agreement.

C. The Parties desire to release any rights that Grantees may claim to have acquired pursuant to that certain Permanent Non-Exclusive Utilities Easement and Temporary Construction Easement recorded by the City on April 1, 2025 in Official Records Book 2948 Page 1024, Public Records of Flagler County, Florida.

NOW, THEREFORE, in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals are incorporated into this Agreement.

2. **GRANT OF EASEMENTS.**

a. Temporary Easement: Grantor hereby conveys to Grantees, and their respective employees, licensees, agents and invitees (collectively, the “Grantee Parties”) a non-exclusive, temporary easement for construction and installation of the Utility Lines and Associated Equipment (the “Temporary Easement”) over the Easement Area (as defined herein).

b. Permanent Easement. Grantor hereby conveys to the Grantee Parties a permanent, non-exclusive easement to construct, install and maintain underground improvements to the Utility Lines and Associated Equipment in the future (the “Permanent Easement”) over the Easement Area (as defined herein). Any improvements proposed to be installed above ground or installed in any manner that will impede Grantor’s use and enjoyment of Grantor’s Property shall require the approval of Grantor, which approval shall not be unreasonably withheld. Such approved above ground improvements shall include fencing and landscaping to sufficiently screen the improvements from view.

c. Easement Area. The Temporary Easement and Permanent Easement (collectively referred to as the “Easements”) over the Grantor’s Property shall be confined to *Easement 1, Easement 2; Easement 3-1, Easement 4, Easement 5, and Easement 6*, as shown on the Description Sketches attached as **Exhibit “A”** (the “Easement Area”); together with rights of ingress and egress through the Grantor’s Property to access the Easement Area as necessary for the use and enjoyment of the Easements herein granted. The Easements are for Utility Lines and Associated Equipment only, reserving to the Grantor any interests and uses not inconsistent with the grant of the Easements in this Agreement.

d. Taps. Grantees shall provide pipe fittings and valves installed in such a way as to allow future connections to the Utility Lines and Associated Equipment (the “Taps”). Subject to Grantor’s review and approval of final construction documents, the Parties agree that the Taps shall be installed as depicted by the attached **Exhibit “B”**, or as otherwise agreed to by the Parties. All Taps shall include a shut-off valve, and at least three water taps and three sewer taps shall be installed below Old Kings Highway to a connection point on the opposite side of Old Kings Highway. It is further agreed by the Parties that the size of the water and sewer Taps are to be determined prior to the start of construction and included on the final construction documents.

e. Alternate Easement. Following the of completion of the construction and installation of the Utility Lines and Associated Equipment, Grantor further reserves the right to relocate all or portions of the Easement Area and any utility infrastructure located within the Easement Area from time to time at Grantor’s sole expense so long as to not unreasonably interfere with Grantees’ use and enjoyment of the Utility Lines and Associated Equipment provided within this Agreement. Grantor may exercise this right at any time, upon written notice to the Grantees, by providing an alternate easement comparable in function to the Easements granted herein (“Alternate Easement”). Upon recording the Alternate Easement in the public records, such portion of the present Easements as has been relocated shall automatically be released, without further action by any Party. The Parties agree, however, to execute in a timely manner any

documents required to establish or acknowledge the release of the present Easements in accordance with this Paragraph.

3. NONEXCLUSIVE USES. Grantor conveys to the Grantee Parties, the right to use the Easements for any and all purposes consistent with the grant of the Easements in this Agreement. In addition, Grantor grants to Grantee Parties the right to install a 15 foot wide pedestrian path within the Easement Area, and Grantees agree to maintain the Easement Area at all times.

4. PAYMENT. Within ten (10) days after the Effective Date of this Agreement, Grantees shall pay Grantor the sum of One Hundred Dollars (\$100.00) as partial consideration for entry into this Agreement.

5. TERM. The Easements, and all rights conveyed herein, are permanent as it relates to the Utility Lines and Associated Equipment. The Temporary Easement shall commence upon the execution of this Easement and shall continue until the Utility Lines and Associated Equipment are installed and accepted by the City, but no later than January 1, 2029 (the “Temporary Easement Termination Date”). The termination of the Temporary Easement shall occur automatically upon the Temporary Easement Termination Date and without the necessity of any further action or the execution or delivery of any further document or agreement by Grantees. Notwithstanding the automatic termination of the Temporary Easement in accordance with this paragraph, Grantees agree to execute and deliver documents evidencing such automatic termination if requested to do so by Grantor.

6. AS BUILT SURVEY AND ASSIGNMENT. Within 60 days following the Temporary Easement Termination Date:

- a. the City shall provide to Grantor (i) updated American Land Title Association (“ALTA”) surveys of Grantor’s Property affected by the Permanent Easement showing the location of the Easement Area and (ii) as-built ALTA surveys of the Easement Area depicting as-built locations of the Utility Lines and Associated Equipment within the Easement Area; and
- b. the CDD will assign to the City any and all rights and interests held by the CDD pursuant to this Agreement, including the Permanent Easement and record a copy of the assignment in the Flagler County official records.

7. COOPERATION. The Parties agree to cooperate reasonably with one another and to provide reasonable assurances to help carry out the terms of this Agreement, to allow each Party to perform its respective obligations and to enjoy its respective benefits set forth in this Agreement. No Party, including the Grantee Parties, may exercise any rights granted under this Agreement in any way to unreasonably interfere with the use of any portion of Grantor’s Property not granted herein. Further, the Parties agree to cooperate to identify and make any adjustments to the final location of the Taps prior to construction. Approval of final locations of the Taps by

Grantor and/or Grantees not to be unreasonably withheld. The parties agree that time is of the essence in identifying the location of the Taps.

8. INDEMNITY. Notwithstanding anything to the contrary set forth in this Agreement, each Party's use of the Easement Area is at its own risk. To the fullest extent of proceeds of insurance coverage paid for claims covered by this indemnity, and only to such extent, each Party hereby agrees to indemnify, defend and hold harmless each other Party from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including all reasonable attorneys' fees and costs whether suit be brought or any appeals be taken therefrom) arising from or in connection with each Party's use of the Easement Area. Notwithstanding the foregoing, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any Party, including its supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Chapter 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, transferees, successors and assigns. The rights and obligations under this Agreement run with the land and title to Grantor's Property.

10. AUTHORIZATION. Each Party represents that the person signing this Agreement on behalf of that Party has been duly authorized to sign this Agreement on behalf of that Party.

11. HEADINGS. All headings in this Agreement are included for convenience of reference, and shall be accorded no consideration or authority in the interpretation of this Agreement.

12. INTEGRATION, MODIFICATION AND TERMINATION. This Agreement is the final, fully integrated understanding of the Parties concerning the Easements. The Agreement supersedes and replaces any prior alleged agreement or understanding of the Parties concerning the Easements, including that certain Permanent Non-Exclusive Utilities Easement and Temporary Construction Easement recorded by the City on April 1, 2025 in Official Records Book 2948 Page 1024, of the Public Records of Flagler County, Florida. This Agreement may not be modified or terminated in any way except in a recordable agreement signed by all Parties with all of the formalities of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, Grantees' use of the Easement Area is at its own risk. Grantor shall have no liability or obligation for or with respect to any loss or damage, unless arising out of or related to Grantor's gross negligence or willful misconduct.

13. APPLICABLE LAW. This Agreement shall be governed by and construed pursuant to the laws of Florida.

14. SEVERABILITY. If any provision of this Agreement or the applicability of it to any Party shall be held to be invalid or illegal, or otherwise unenforceable, the remaining

provisions of this Agreement, or the applicability of this Agreement to any Party other than the Party or Parties against whom it is held unenforceable, shall remain binding and enforceable.

15. FURTHER ASSURANCES. The Parties agree that at any time or from time to time upon written request of any other Party, any Parties as appropriate shall execute and deliver all such further documents and perform such other acts as may be reasonably required to effectuate the purposes of this Agreement, provided that no such execution, delivery or act may increase any Party's substantive obligations under this Agreement.

16. NO JOINT VENTURE. Grantor and Grantees are not joint venturers, nor is one Party vicariously liable for the debts or obligations of the other incurred under this Agreement except as expressly stated in this Agreement.

17. JURISDICTION, VENUE AND RECORDING. Litigation concerning the terms or implementation of this Agreement shall be filed in Circuit Court, Seventh Judicial Circuit, Flagler County, Florida. This Agreement shall be recorded by any Party, but failure to record shall not affect the Agreement's enforceability by one Party against any other Party.

18. COUNTERPARTS. This Agreement may be signed in counterparts. Once signed by all Parties, each counterpart shall be considered an original.

19. EFFECTIVE DATE. This Agreement is effective as of the date of latter signature to the Agreement by the Parties.

20. NOTICE. Any notice to be given to or served upon any party hereto, in connection herewith, must be in writing, and may be given by hand delivery, certified mail, or guaranteed overnight delivery service, return receipt requested, and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail or when delivered into the custody of the overnight delivery service. Notices shall be given to the parties hereto at the following addresses:

<u>If to Grantor:</u>	Bulow Creek, LLC 800 Highland Avenue, Suite 200 Orlando, FL 32803
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<u>With a copy to:</u>	Edward Cole Sodl & Ingram PLLC 1617 San Marco Boulevard Jacksonville, Florida 32207
------------------------	--

<u>If to CDD:</u>	Radiance Community Development District 125 North Ridgewood Ave, Suite 100 Daytona Beach, FL 32114
-------------------	--

<u>With a copy to:</u>	Jere Earlywine Kutak Rock LLP 107 West College Avenue
------------------------	---

Tallahassee, Florida 32301

If to City:

City of Palm Coast
Attn: Utility Director
160 Lake Avenue
Palm Coast, FL 32164
Attn: City Manager

Any party hereto may, at any time by giving five (5) days' written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

[SIGNATURES FOUND ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first stated above.

WITNESSES:

[Signature]
Print: Jael Brandwein

Witness #1 Address:
420 E Church St
Orlando, FL 32801

[Signature]
Print: Alexis Escotto

Witness #2 Address:
941 W Morse Blvd
Winter Park, FL 32789

GRANTOR:

BULOW CREEK, LLC, a
Florida limited liability company

By: [Signature]
Name: Mary L. Demetree
Its: manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June, 2025 by Mary L. Demetree, as manager of Bulow Creek, LLC, a Florida limited liability company, who (check one) ☒ is personally known to me or ☐ did produce N/A as identification.



(SEAL)

Jessica Santoli
Print: Jessica Santoli
Notary Public, State and County aforesaid
Commission No.: HH 567098
My commission expires: 07/01/2028

WITNESSES:


Print: Jason Roseworthy

Witness #1 Address:
800 Highland Ave Ste 200
Orlando, FL 32803


Print: Amyanna Abruzzo

Witness #2 Address:
3799 Millenia Blvd
Orlando FL 32839

GRANTOR:

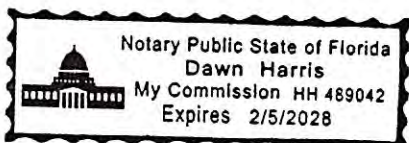
BULOW CREEK, LLC, a
Florida limited liability company

By: 
Name: MICHELLE CHIRA
Its: MANAGER

STATE OF FLORIDA

COUNTY OF ORANGE

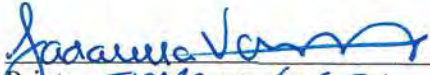
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19TH day of JUNE, 2025 by MICHELLE CHIRA, as MANAGER of Bulow Creek, LLC, a Florida limited liability company, who (check one) ☒ is personally known to me or ☐ did produce _____ as identification.



(SEAL)


Print: DAWN HARRIS
Notary Public, State and County aforesaid
Commission No.: 489042
My commission expires: 2-5-28

WITNESSES:


Print: JAZABELLA VALENTIN

Witness #1 Address:
14025 RIVEREDGE DR. #175
TAMPA, FL 33637


Print: BRYON T. LOPRESTE

Witness #2 Address:
14025 RIVEREDGE DR. #175
TAMPA, FL 33637

GRANTEE:

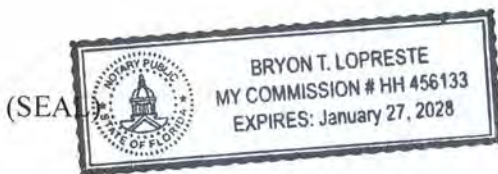
RADIANCE COMMUNITY DEVELOPMENT
DISTRICT

By: 
Name: William Fife
Its: Chair

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of JUNE, 2025 by WILLIAM FIFE, as CHAIRMAN of Radiance Community Development District, who (check one) ☒ is personally known to me or ☐ did produce _____ as identification.




Print BRYON T. LOPRESTE
Notary Public, State and County aforesaid
Commission No.: HH 456133
My commission expires: 01/27/28

WITNESSES:

Kelly Cook
Print: Kelly Cook

Witness #1 Address:

160 Lake Ave
Palm Coast, FL 32164

Kendra L. Tannotti
Print: Kendra L. Tannotti

Witness #2 Address:

160 Lake Avenue
Palm Coast, FL 32164

GRANTEE:

CITY OF PALM COAST

By: Lauren Johnston
Name: Lauren Johnston
Its: Acting City Manager

STATE OF FLORIDA

COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June, 2025 by Lauren Johnston, as Acting City Manager of City of Palm Coast, who (check one) ☒ is personally known to me or ☐ did produce _____ as identification.

Sheera Jackson
Print Sheera Jackson
Notary Public, State and County aforesaid
Commission No.: HH 571831
My commission expires: Sept 7, 2028

(SEAL)

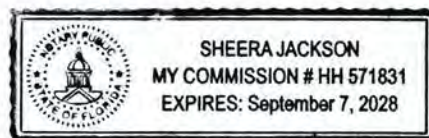


EXHIBIT A

[Sketch and Description on Following Pages]

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD EASEMENT #1 OPTION B (40.00' wide Utility Easement)

A parcel of land lying in Section 39, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run N 60°03'59" E, a distance of 100.36 to a point on the East Right-of-way line of Old Kings Road; thence along said East Right-of-way line run the following Three (3) Courses: 1) thence N 29°56'01" W, a distance of 17.15 feet; 2) thence Northwesterly, 220.44 feet along the arc of a non-tangent curve to the left having a radius of 2914.93 feet and a central angle of 04°19'59" (chord bearing N 32°08'13" W, 220.39 feet); 3) N 34°18'13" W, a distance of 219.85 feet to the POINT OF BEGINNING; thence continue along said East Right-of-way line run N.34°18'13"W., a distance of 28.05 feet; thence departing said East Right-of-way run N.55°40'36"E., a distance of 93.59 feet; thence Northeasterly, 257.51 feet along the arc of a tangent curve to the left having a radius of 265.00 feet and a central angle of 55°40'36" (chord bearing N.27°50'18"E., 247.50 feet); thence N.02°09'48"W., a distance of 400.41 feet; thence N.46°41'17"W., a distance of 70.30 feet; thence N.02°11'37"W., a distance of 22.86 feet to a point on the South Right-of-way line of Moody Boulevard (also known as Highway 100) being a 200' public right-of-way per Map Book 37, Page 4 of Kings Pointe Commercial Subdivision Replat and Official Records Book 540, Page 257 in said public records of Flagler County, Florida; thence along said South Right-of-way line run N.87°50'03"E., a distance of 89.27 feet; thence departing said South Right-of-way line run S.02°11'29"E., a distance of 463.25 feet; thence Southwesterly, 308.26 feet along the arc of a tangent curve to the right having a radius of 305.00 feet and a central angle of 57°54'31" (chord bearing S.26°45'46"W., 295.31 feet); thence S.00°08'04"E., a distance of 39.57 feet; thence S.87°48'25"W., a distance of 84.02 feet to the POINT OF BEGINNING.

Containing 0.856 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S.87°48'45" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketches provided by Kimley-Horn on 6/09/2025 in drawing named 20250605-20250129-EASEMENT MAP 06-05-25.dwg

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

JOB #: **Radiance - Easement #1 - B**

DRAWN: TJS DATE: 12/04/23 CHECKED: DWM

Prepared For: Kolter

Revisions

DATE	DESCRIPTION	DRAWN
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David W. Maxwell LS7311

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

02 of 02

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD EASEMENT #2 (10.00' wide Utility Easement)

A parcel of land lying in Sections 38 and 39, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Three (3) Courses: 1) S 29°58'13" E, a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S 25°56'38" E, 395.32 feet); 3) S 21°55'02" E, a distance of 581.31 feet; thence departing said West Right-of-way line run N 68°04'58" E, a distance of 100.00 to a point on the West Right-of-way line of said Old Kings Road also being the POINT OF BEGINNING; thence departing said West Right-of-way line run N 69°44'32" E, a distance of 10.00 feet; thence S 21°55'02" E, a distance of 3081.28 feet; thence Southeasterly, 244.52 feet along the arc of a tangent curve to the left having a radius of 2804.93 feet and a central angle of 04°59'41" (chord bearing S 24°24'53" E, 244.44 feet); thence S 26°54'43" E, a distance of 2994.77 feet; thence Southeasterly, 323.24 feet along the arc of a non-tangent curve to the left having a radius of 1850.04 feet and a central angle of 10°00'39" (chord bearing S 31°39'13" E, 322.83 feet); thence S 36°42'15" E, a distance of 2.38 feet; thence Southeasterly, 825.13 feet along the arc of a non-tangent curve to the right having a radius of 1970.08 feet and a central angle of 23°59'50" (chord bearing S 24°42'17" E, 819.11 feet); thence S 12°42'12" E, a distance of 451.68 feet; thence S 83°27'56" W, a distance of 10.06 feet to a point on the aforesaid East Right-of-way line of Old Kings Road; thence run the following Seven (7) Courses: 1) N 12°42'12" W, a distance of 450.41 feet; 2) thence Northwesterly, 821.13 feet along the arc of a non-tangent curve to the left having a radius of 1960.08 feet and a central angle of 24°00'10" (chord bearing N 24°42'08" W, 815.14 feet); 3) N 36°42'15" W, a distance of 2.38 feet; 4) thence Northwesterly, 324.97 feet along the arc of a non-tangent curve to the right having a radius of 1860.08 feet and a central angle of 10°00'36" (chord bearing N 31°39'15" W, 324.56 feet); 5) N 26°54'43" W, a distance of 2994.74 feet; 6) thence Northwesterly, 245.39 feet along the arc of a tangent curve to the right having a radius of 2814.93 feet and a central angle of 04°59'41" (chord bearing N 24°24'53" W, 245.31 feet); 7) N 21°55'02" W, a distance of 3081.57 feet to the POINT OF BEGINNING.

Containing 1.819 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S 87°48'45" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketches provided by Kimley-Horn on 10/10/2023 in drawing named xEasements_249365000.dwg

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

JOB #: **Radiance - Easement #2**

DRAWN: TJS DATE: 12/04/23 CHECKED: DWM

Prepared For: Kolter

Revisions

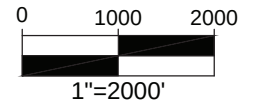
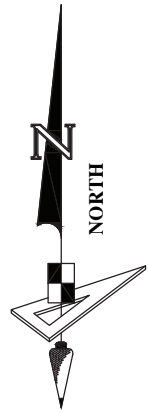
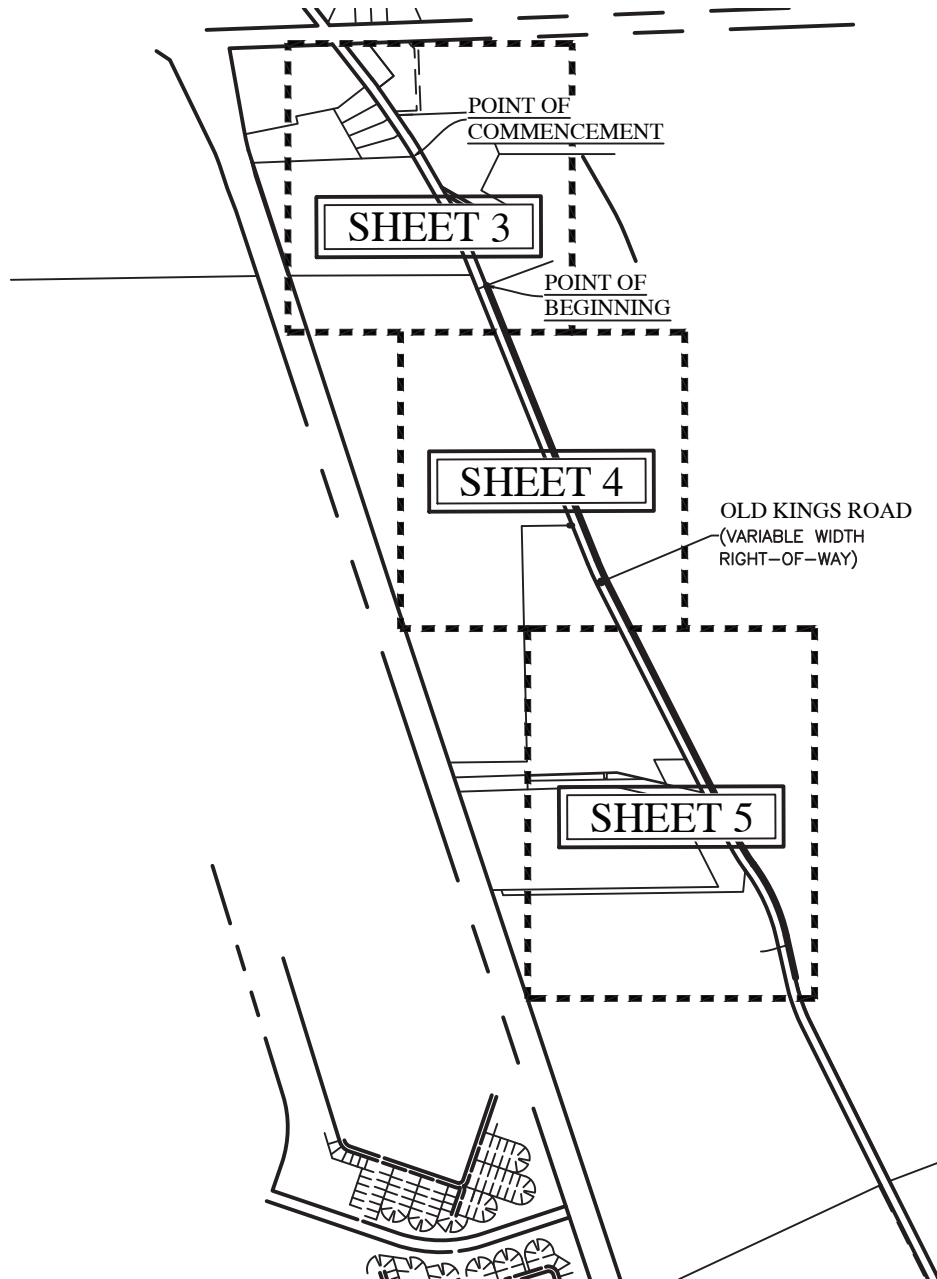
DATE	DESCRIPTION	DRAWN
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Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

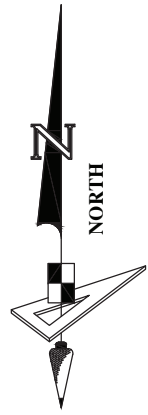
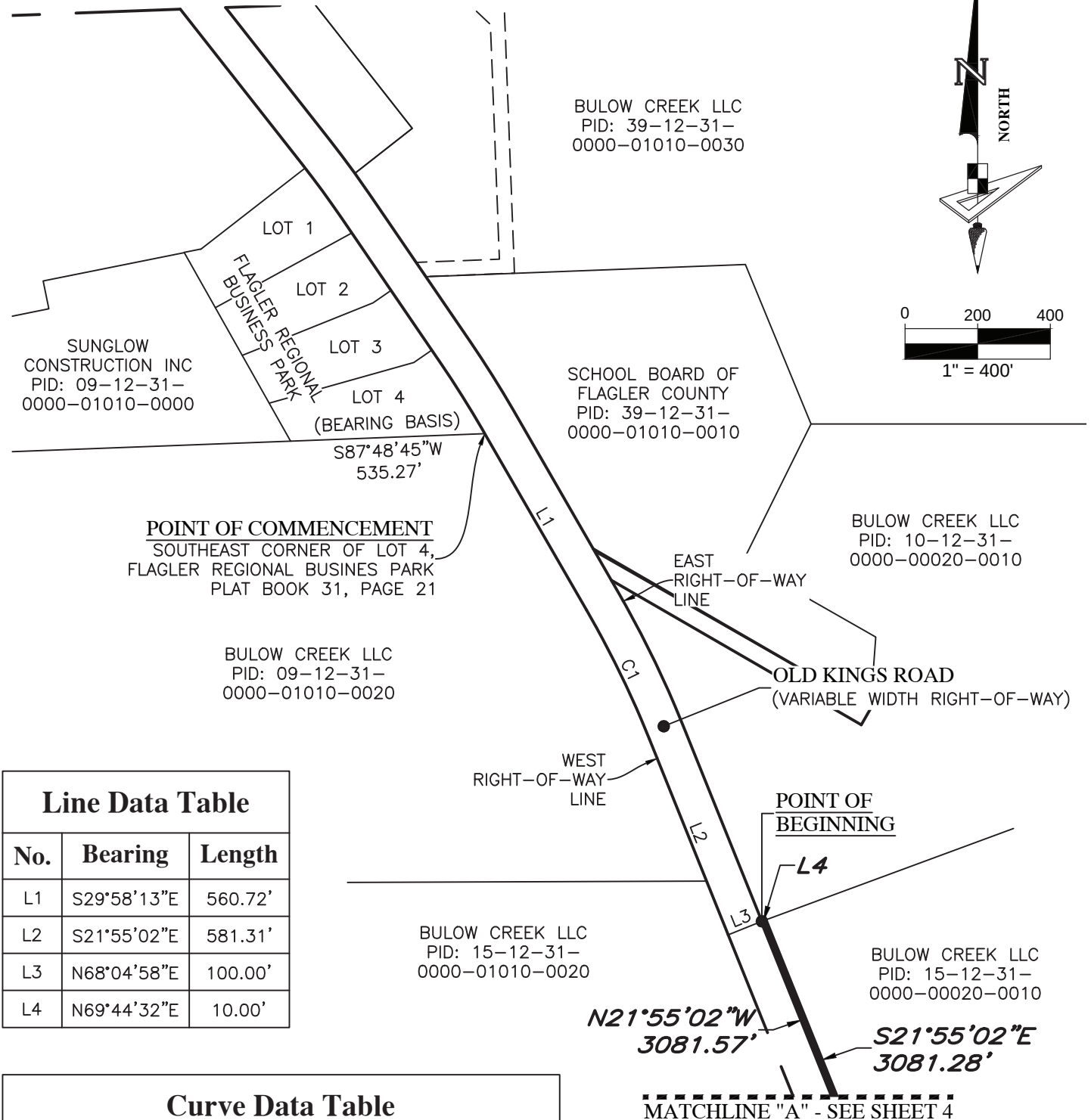
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Altamonte Springs, Florida 32701
Phone: (321) 270-0440
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Licensed Business No.: LB 7768



GeoPoint
Surveying, Inc.

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(Not A Survey)



0 200 400
1" = 400'

NOTE:
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SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

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(Not A Survey)

MATCHLINE "A" - SEE SHEET 3

EAST
RIGHT-OF-WAY
LINE

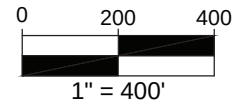
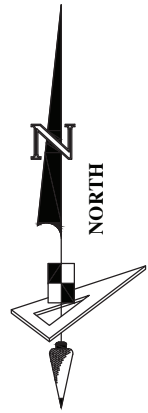
EASEMENT 2
AREA = 1.819
± ACRES

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

BULOW CREEK LLC
PID: 15-12-31-
0000-01010-0020

BULOW CREEK LLC
PID: 10-12-31-
0000-00020-0010

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000



Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C2	2804.93'	244.52'	4°59'41"	S24°24'53"E	244.44'
C7	2814.93'	245.39'	4°59'41"	N24°24'53"W	245.31'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

MATCHLINE "B" - SEE SHEET 5

See Sheet 1 for Signature & Revisions

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Description Sketch

(Not A Survey)

MATCHLINE "B" - SEE SHEET 4

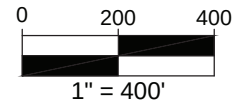
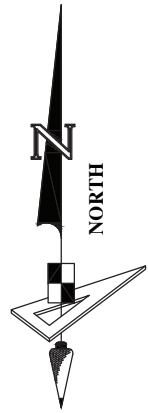
BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

CITY OF PALM COAST
PID: 22-12-31-0000-01020-0000

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

BOARD OF COUNTY
COMMISSIONERS
PID: 21-12-31-
0000-01040-0000



OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

EASEMENT 2
AREA = 1.819
± ACRES

EAST
RIGHT-OF-WAY
LINE

Line Data Table

No.	Bearing	Length
L5	S36°42'15"E	2.38'
L6	S12°42'12"E	451.68'
L7	S83°27'56"W	10.06'
L8	N12°42'12"W	450.41'
L9	N36°42'15"W	2.38'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C3	1850.04'	323.24'	10°00'39"	S31°39'13"E	322.83'
C4	1970.08'	825.13'	23°59'50"	S24°42'17"E	819.11'
C5	1960.08'	821.13'	24°00'10"	N24°42'08"W	815.14'
C6	1860.08'	324.97'	10°00'36"	N31°39'15"W	324.56'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD

EASEMENT #3-1 (30.00' wide Utility Easement)

A parcel of land lying in Sections 15 and 16, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence along the West right-of-way line of Old Kings Road, S 29°58'13" E, a distance of 404.46 to the POINT OF BEGINNING; thence continuing along the West right-of-way line of Old Kings Road run the following Three (3) courses: 1) S 29°58'13" E, a distance of 156.25 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the right having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S 25°56'38" E, 395.32 feet); 3) S 21°55'02" E, a distance of 3232.59 feet; thence departing said West right-of-way line run S 89°13'06" W, a distance of 32.16 feet; thence N 21°55'02" W, a distance of 3221.00 feet; thence Northwesterly, 391.43 feet along the arc of a tangent curve to the left having a radius of 2784.93 feet and a central angle of 08°03'11" (chord bearing N 25°56'38" W, 391.11 feet); thence N 29°58'13" W, a distance of 156.25 feet; thence N 60°01'47" E, a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 2.601 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S 87°48'45" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketches provided by Kimley-Horn on 10/10/2023 in drawing named xEasements_249365000.dwg

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 4 FOR SKETCH

David
Mccrary
Jr.

Digitally signed
by David
Mccrary, Jr.
Date:
2024.03.15
15:00:01 -04'00"

David Mccrary LS4853

JOB #: **Radiance - Easement #3-1**

DRAWN: TJS DATE: 10/16/23 CHECKED: DWM

Prepared For: Kolter

Revisions

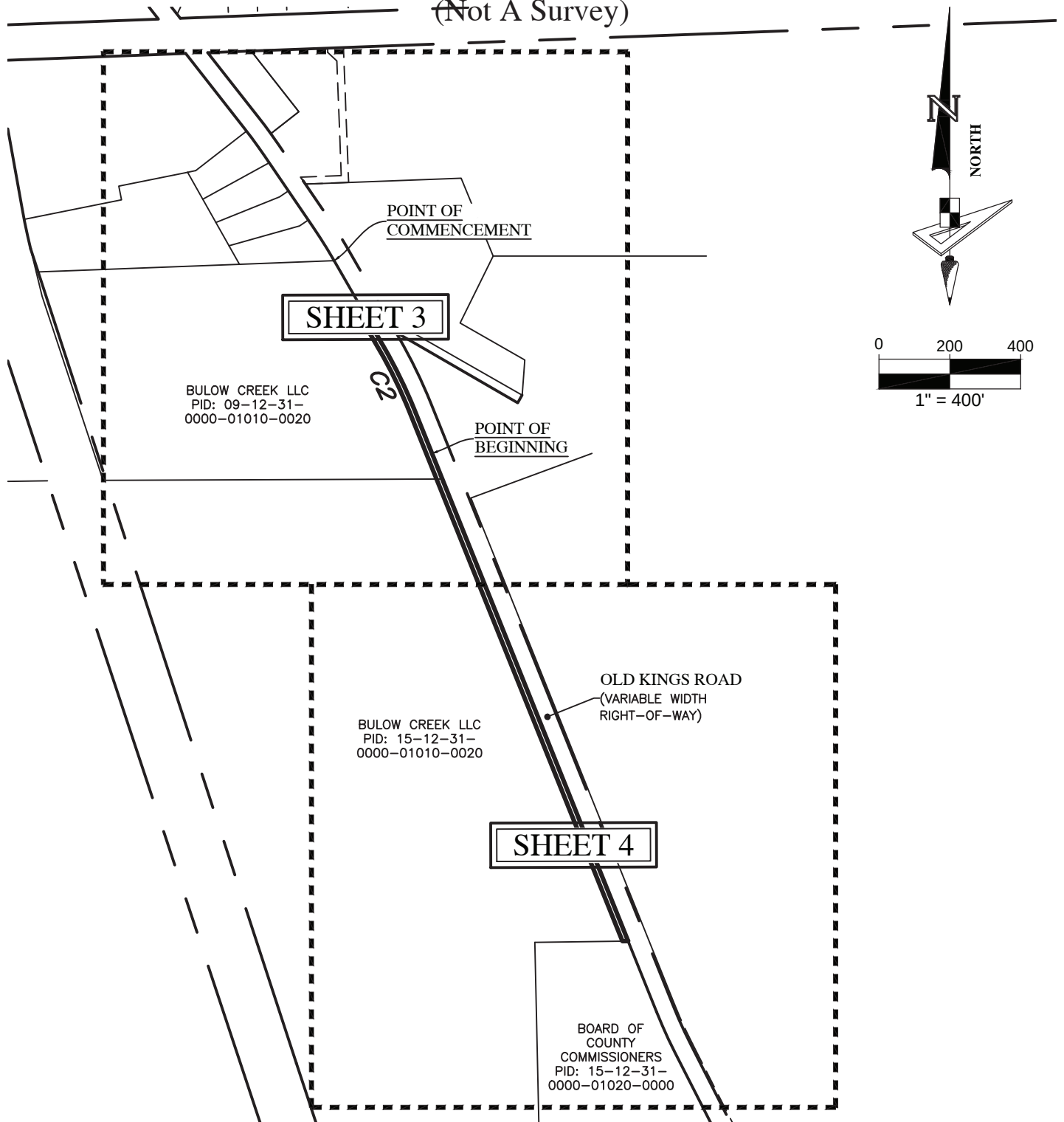
DATE	DESCRIPTION	DRAWN
11/09/23	NAME UPDATE	TJS
02/19/24	BOUNDARY AND LEGAL DESCRIPTION UPDATE	TJS
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Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 4 FOR SKETCH

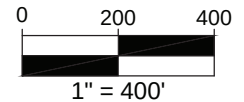
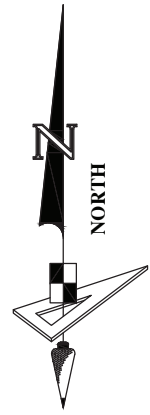
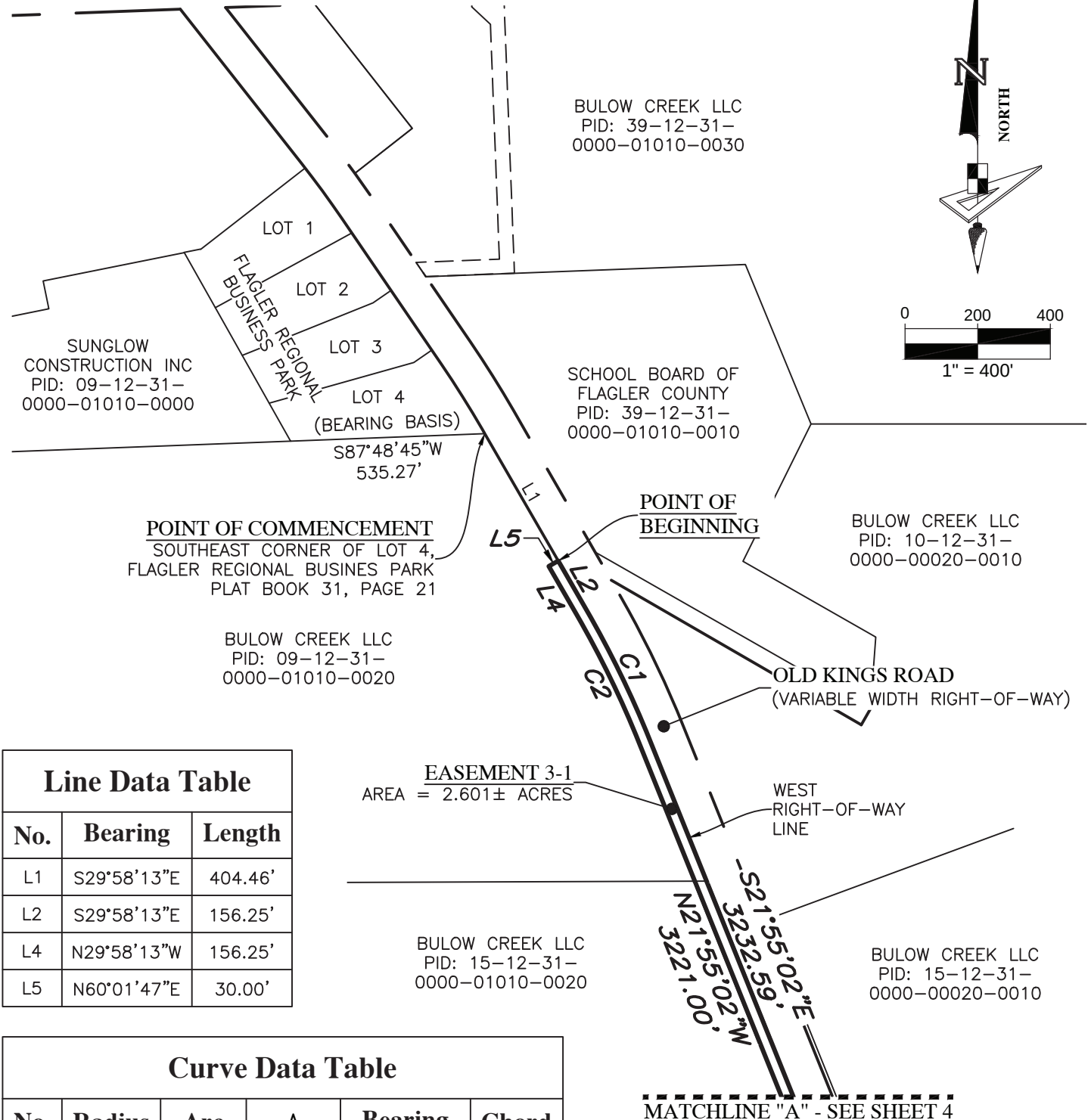
See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
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Phone: (321) 270-0440
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Licensed Business No.: LB 7768

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Description Sketch

(Not A Survey)



Line Data Table

No.	Bearing	Length
L1	S29°58'13"E	404.46'
L2	S29°58'13"E	156.25'
L4	N29°58'13"W	156.25'
L5	N60°01'47"E	30.00'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	2814.93'	395.65'	8°03'11"	S25°56'38"E	395.32'
C2	2784.93'	391.43'	8°03'11"	N25°56'38"W	391.11'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 4 FOR SKETCH

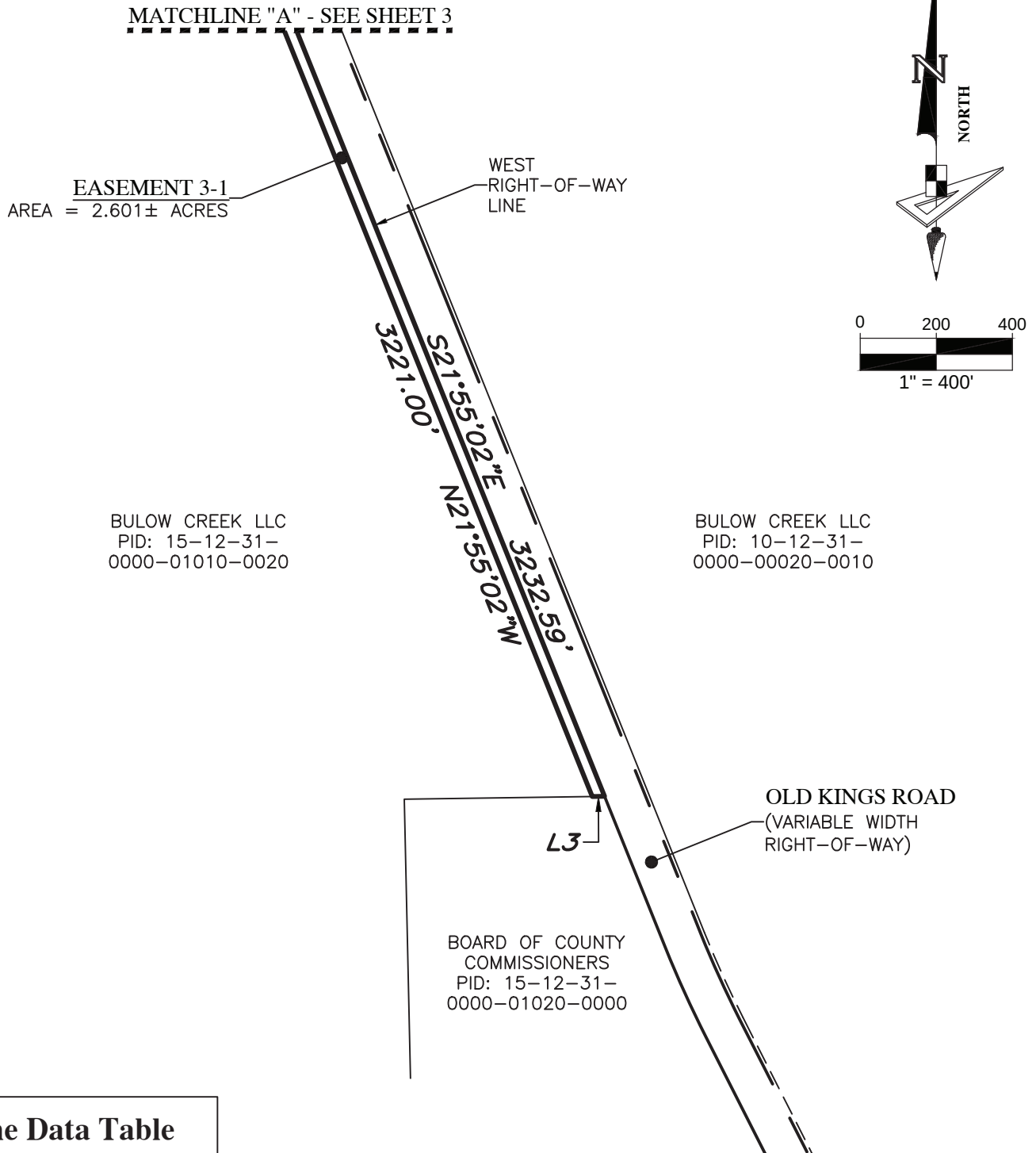
See Sheet 1 for Signature & Revisions

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Licensed Business No.: LB 7768

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Description Sketch

(Not A Survey)



Line Data Table

No.	Bearing	Length
L3	S89°13'06"W	32.16'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 4 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Licensed Business No.: LB 7768

GeoPoint
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Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD EASEMENT #4 (30.00' wide Utility Easement)

A parcel of land lying in Section 15, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Seven (7) Courses: 1) S 29°58'13" E, a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S 25°56'38" E, 395.32 feet); 3) S 21°55'02" E, a distance of 3662.88 feet; 4) thence southeasterly, 254.11 feet along the arc of a tangent curve to the left having a radius of 2914.93 feet and a central angle of 04°59'41" (chord bearing S 24°24'53" E, 254.03 feet); 5) S 26°54'43" E, a distance of 2994.29 feet; 6) thence southeasterly, 342.44 feet along the arc of a non-tangent curve to the left having a radius of 1960.08 feet and a central angle of 10°00'36" (chord bearing S 31°39'15" E, 342.01 feet); 7) S 36°42'12" E, a distance of 2.46 feet to the POINT OF BEGINNING; thence continuing along the West Right-of-way line of Old Kings Road run the following Four (4) courses: 1) thence southeasterly, 779.06 feet along the arc of a non-tangent curve to the right having a radius of 1860.08 feet and a central angle of 23°59'50" (chord bearing S 24°42'17" E, 773.38 feet); 2) S 12°42'12" E, a distance of 496.79 feet; 3) thence southerly, 470.81 feet along the arc of a tangent curve to the left having a radius of 1960.08 feet and a central angle of 13°45'45" (chord bearing S 19°35'05" E, 469.68 feet); 4) S 26°28'02" E, a distance of 1839.78 feet; thence departing said West Right-of-way line of Old Kings Road run S 64°55'40" W, a distance of 30.01 feet; thence N 26°28'02" W, a distance of 1839.05 feet; thence northerly, 478.02 feet along the arc of a non-tangent curve to the right having a radius of 1990.08 feet and a central angle of 13°45'45" (chord bearing N 19°35'05" W, 476.87 feet); thence N 12°42'12" W, a distance of 496.79 feet; thence northwesterly, 732.76 feet along the arc of a non-tangent curve to the left having a radius of 1830.08 feet and a central angle of 22°56'28" (chord bearing N 24°10'37" W, 727.88 feet); thence N 05°14'30" E, a distance of 45.35 feet to the POINT OF BEGINNING.

Containing 2.456 acres, more or less

NOTE:

- 1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S 87°48'45" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.
- 2) Base Linework for Sketches provided by Kimley-Horn on 10/10/2023 in drawing named xEasements_249365000.dwg

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH



Digitally signed by David Mccrary, Jr.
DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=David Mccrary, Jr., email=DMccrary@geopointsurvey.com
Date: 2024.05.06 12:44:07 -04'00'

David Mccrary

LS4853

JOB #: Radiance - Easement #4

DRAWN: TJS DATE: 10/16/23 CHECKED: DWM

Prepared For: Kolter

Revisions

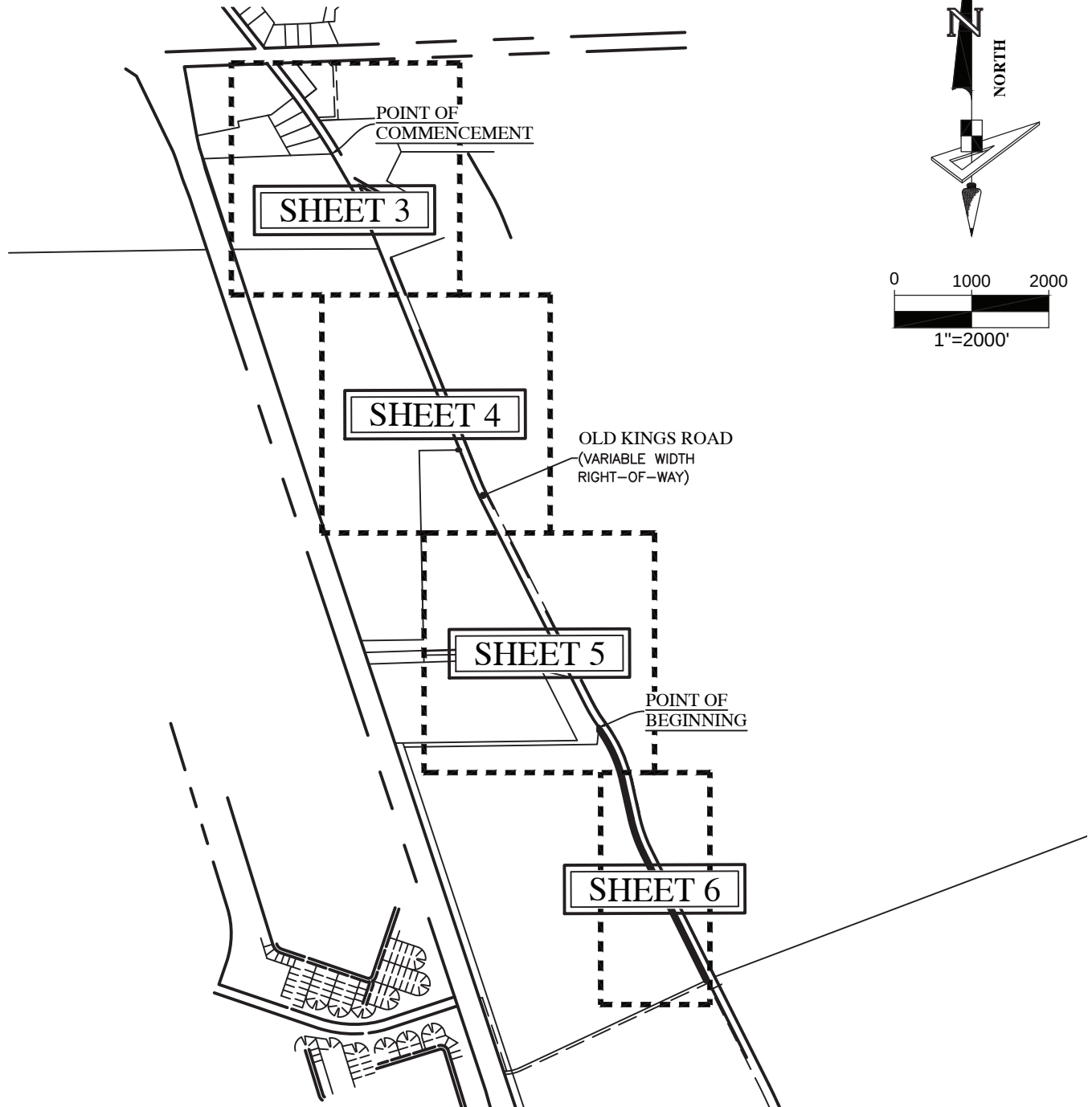
DATE	DESCRIPTION	DRAWN
11/09/23	NAME UPDATE	TJS
05/06/24	UPDATED SURVEYOR OF RECORD	TJS
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Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
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Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 6 FOR SKETCH

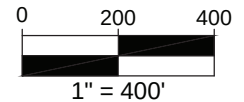
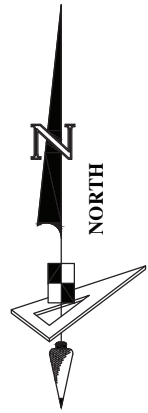
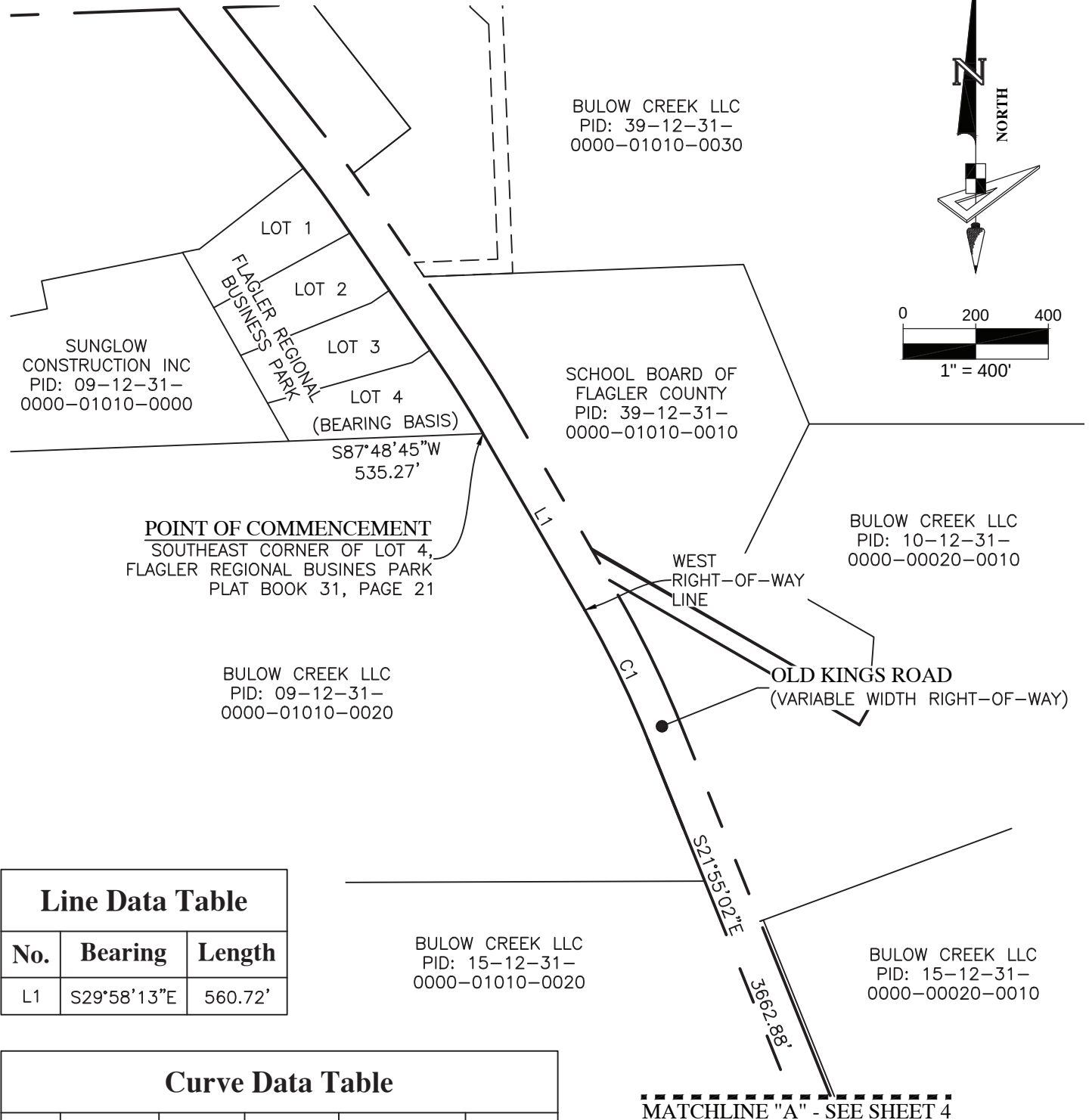
See Sheet 1 for Signature & Revisions

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Description Sketch

(Not A Survey)



Line Data Table

No.	Bearing	Length
L1	S29°58'13"E	560.72'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	2814.93'	395.65'	8°03'11"	S25°56'38"E	395.32'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 6 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST
RIGHT-OF-WAY
LINE

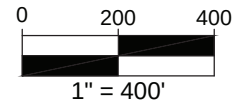
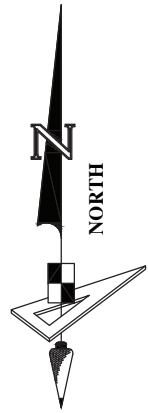
OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

BULOW CREEK LLC
PID: 15-12-31-
0000-01010-0020

BULOW CREEK LLC
PID: 10-12-31-
0000-00020-0010

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

MATCHLINE "A" - SEE SHEET 5



Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C2	2914.93'	254.11'	4°59'41"	S24°24'53"E	254.03'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 6 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Description Sketch

(Not A Survey)

MATCHLINE "A" - SEE SHEET 4

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

WEST
RIGHT-OF-WAY
LINE

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

S26°54'43"E

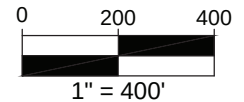
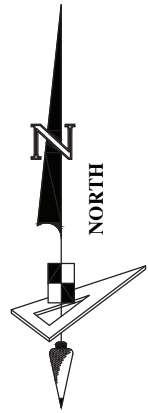
CITY OF PALM COAST
PID: 22-12-31-0000-01020-0000

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

BOARD OF COUNTY
COMMISSIONERS
PID: 21-12-31-
0000-01040-0000

POINT OF
BEGINNING

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)



Line Data Table

No.	Bearing	Length
L2	S36°42'12"E	2.46'
L6	N05°14'30"E	45.35'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C3	1960.08'	342.44'	10°00'36"	S31°39'15"E	342.01'
C4	1860.08'	779.06'	23°59'50"	S24°42'17"E	773.38'
C11	1830.08'	732.76'	22°56'28"	N24°10'37"W	727.88'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 6 FOR SKETCH

See Sheet 1 for Signature & Revisions

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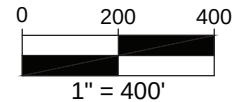
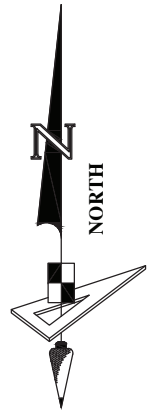
GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

MATCHLINE "A" - SEE SHEET 5

BULOW CREEK LLC
PID: 10-12-31-
0000-00020-0010



EASEMENT 4
AREA = 2.456± ACRES

WEST
RIGHT-OF-WAY
LINE

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

Line Data Table

No.	Bearing	Length
L3	S12°42'12"E	496.79'
L4	S64°55'40"W	30.01'
L5	N12°42'12"W	496.79'

BULOW CREEK, LLC
PID: 22-12-31-
0000-01010-0010

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C5	1960.08'	470.81'	13°45'45"	S19°35'05"E	469.68'
C10	1990.08'	478.02'	13°45'45"	N19°35'05"W	476.87'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 6 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD EASEMENT #5 (40.00' wide Utility Easement)

A parcel of land lying in Sections 22 and 27, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Eleven (11) Courses: 1) S 29°58'13" E, a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S 25°56'38" E, 395.32 feet); 3) S 21°55'02" E, a distance of 3662.88 feet; 4) thence southeasterly, 254.11 feet along the arc of a tangent curve to the left having a radius of 2914.93 feet and a central angle of 04°59'41" (chord bearing S 24°24'53" E, 254.03 feet); 5) S 26°54'43" E, a distance of 2994.29 feet; 6) thence southeasterly, 342.44 feet along the arc of a non-tangent curve to the left having a radius of 1960.08 feet and a central angle of 10°00'36" (chord bearing S 31°39'15" E, 342.01 feet); 7) S 36°42'12" E, a distance of 2.46 feet; 8) thence southeasterly, 779.06 feet along the arc of a non-tangent curve to the right having a radius of 1860.08 feet and a central angle of 23°59'50" (chord bearing S 24°42'17" E, 773.38 feet); 9) S 12°42'12" E, a distance of 496.79 feet; 10) thence southerly, 470.81 feet along the arc of a tangent curve to the left having a radius of 1960.08 feet and a central angle of 13°45'45" (chord bearing S 19°35'05" E, 469.68 feet); 11) S 26°28'02" E, a distance of 1839.78 feet; thence departing said West Right-of-way line run S 64°55'40" W, a distance of 30.01 feet to the POINT OF BEGINNING; thence S.64°55'40"W., a distance of 2657.77 feet; thence Westerly, 216.64 feet along the arc of a non-tangent curve to the right having a radius of 508.74 feet and a central angle of 24°23'56" (chord bearing S.77°23'54"W., 215.01 feet) to a point on the East right-of-way line of Interstate 95 as recorded in State of Florida right-of-way Map, Section 73001-2403; thence along the East right-of-way line of Interstate 95 run N.18°19'53"W., a distance of 42.23 feet; thence departing said East right-of-way line run Easterly, 212.52 feet along the arc of a non-tangent curve to the left having a radius of 468.74 feet and a central angle of 25°58'36" (chord bearing N.78°11'55"E., 210.70 feet); thence N.64°55'40"E., a distance of 2657.67 feet; thence S.25°04'20"E., a distance of 40.00 feet to the POINT OF BEGINNING.

Containing 2.638 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S 87°48'45" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketches provided by Kimley-Horn on 10/10/2023 in drawing named xEasements_249365000.dwg

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

David
Mccrary
Jr.
Digitally signed by David Mccrary, Jr.
Date: 2024.03.15 14:59:33 -04'00'
David Mccrary LS4853

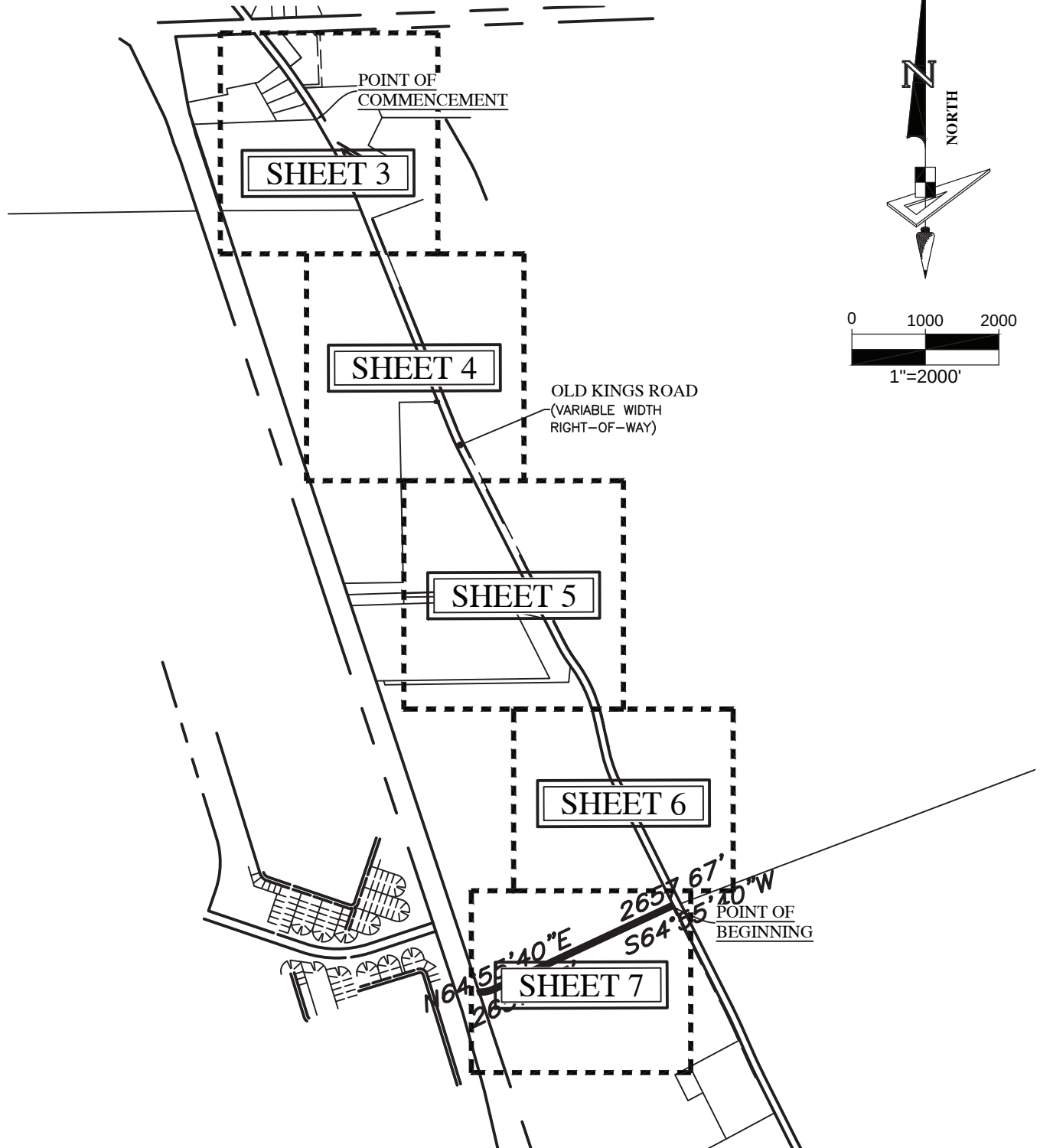
JOB #: Radiance - Easement #5		
DRAWN: TJS	DATE: 11/10/23	CHECKED: DWM
Prepared For: Kolter		
Revisions		
DATE	DESCRIPTION	DRAWN
02/20/24	BOUNDARY AND LEGAL DESCRIPTION UPDATE	TJS
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Central Florida
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Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

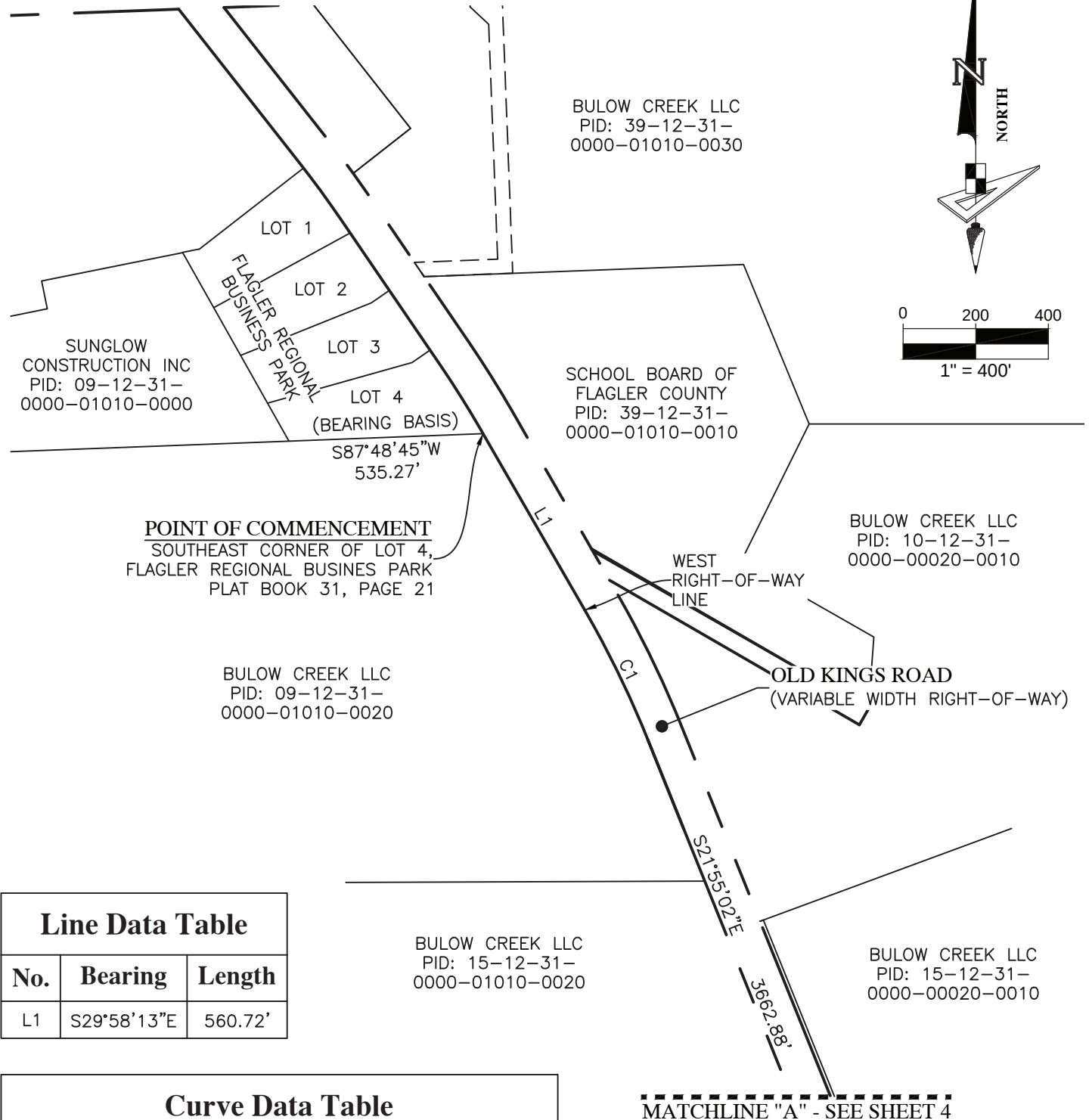
See Sheet 1 for Signature & Revisions

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www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



Line Data Table

No.	Bearing	Length
L1	S29°58'13"E	560.72'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	2814.93'	395.65'	8°03'11"	S25°56'38"E	395.32'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST
RIGHT-OF-WAY
LINE

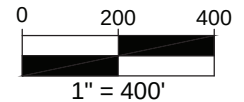
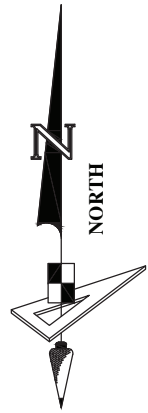
OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

BULOW CREEK LLC
PID: 15-12-31-
0000-01010-0020

BULOW CREEK LLC
PID: 10-12-31-
0000-00020-0010

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

MATCHLINE "B" - SEE SHEET 5



Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C2	2914.93'	254.11'	4°59'41"	S24°24'53"E	254.03'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Licensed Business No.: LB 7768

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Description Sketch

(Not A Survey)

MATCHLINE "B" - SEE SHEET 4

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

WEST
RIGHT-OF-WAY
LINE

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

S26°54'43"E

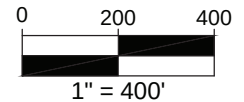
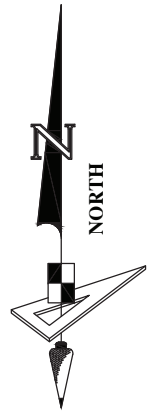
CITY OF PALM COAST
PID: 22-12-31-0000-01020-0000

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

BOARD OF COUNTY
COMMISSIONERS
PID: 21-12-31-
0000-01040-0000

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

MATCHLINE "C" - SEE SHEET 6



Line Data Table

No.	Bearing	Length
L2	S36°42'12"E	2.46'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C3	1960.08'	342.44'	10°00'36"	S31°39'15"E	342.01'
C4	1860.08'	779.06'	23°59'50"	S24°42'17"E	773.38'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

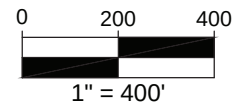
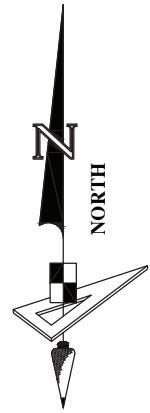
See Sheet 1 for Signature & Revisions

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www.geopointsurvey.com
Licensed Business No.: LB 7768

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Surveying, Inc.

Description Sketch

(Not A Survey)



MATCHLINE "C" - SEE SHEET 5

L3

C5

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

BULOW CREEK, LLC
PID: 22-12-31-0000-01010-0010

WEST
RIGHT-OF-WAY
LINE

S26°28'02"E

1839.78'

MATCHLINE "D" - SEE SHEET 7

Line Data Table

No.	Bearing	Length
L3	S12°42'12"E	496.79'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C5	1960.08'	470.81'	13°45'45"	S19°35'05"E	469.68'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Altamonte Springs, Florida 32701
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www.geopointsurveying.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

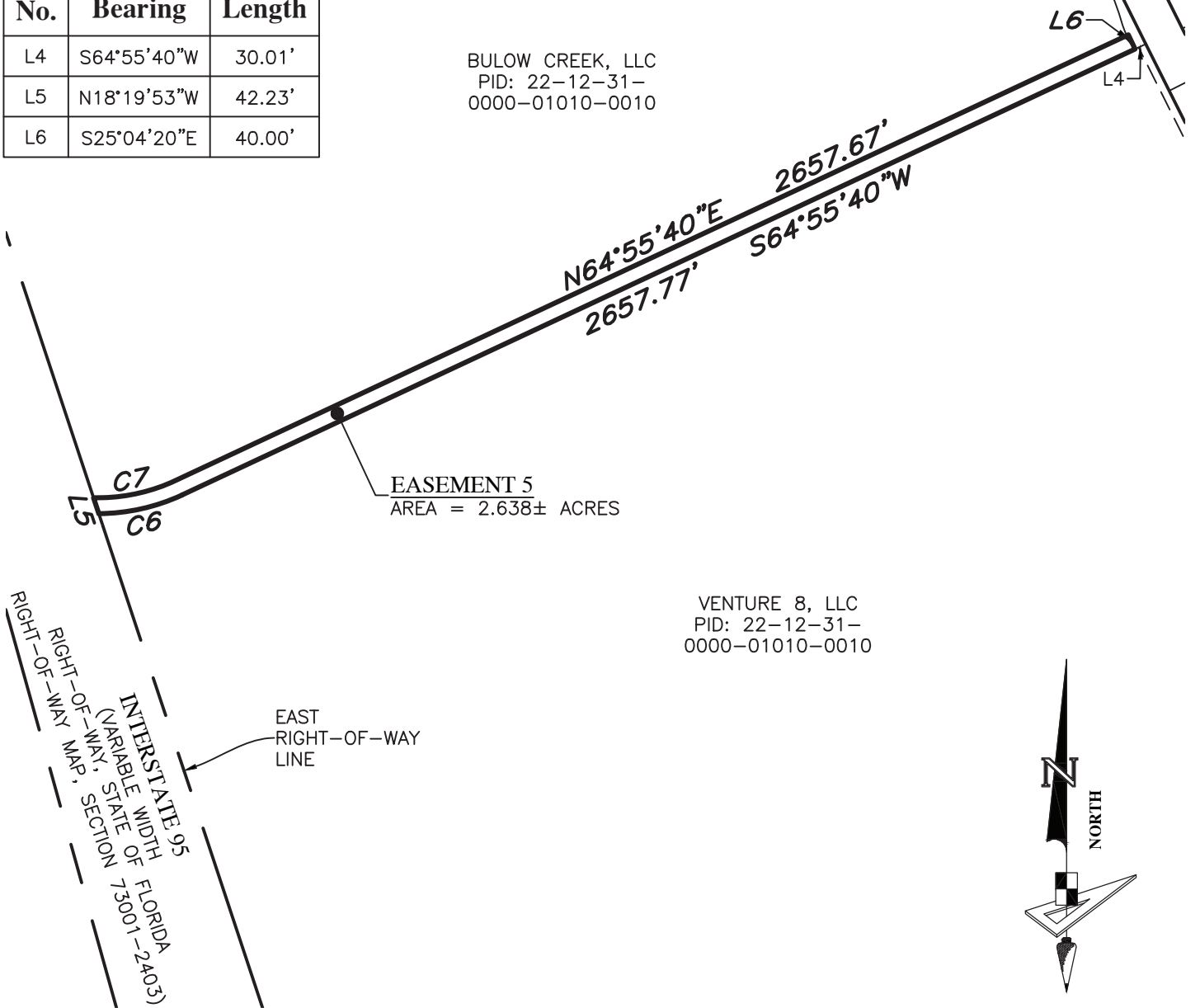
(Not A Survey)

Line Data Table

No.	Bearing	Length
L4	S64°55'40"W	30.01'
L5	N18°19'53"W	42.23'
L6	S25°04'20"E	40.00'

BULOW CREEK, LLC
PID: 22-12-31-
0000-01010-0010

MATCHLINE "D" - SEE SHEET 6
POINT OF BEGINNING



VENTURE 8, LLC
PID: 22-12-31-
0000-01010-0010

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C6	508.74'	216.64'	24°23'56"	S77°23'54"W	215.01'
C7	468.74'	212.52'	25°58'36"	N78°11'55"E	210.70'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Altamonte Springs, Florida 32701
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Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD EASEMENT #6 (40.00' wide Utility Easement)

A parcel of land lying in Sections 27 and 27, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Eleven (11) Courses: 1) S 29°58'13" E, a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S 25°56'38" E, 395.32 feet); 3) S 21°55'02" E, a distance of 3662.88 feet; 4) thence southeasterly, 254.11 feet along the arc of a tangent curve to the left having a radius of 2914.93 feet and a central angle of 04°59'41" (chord bearing S 24°24'53" E, 254.03 feet); 5) S 26°54'43" E, a distance of 2994.29 feet; 6) thence southeasterly, 342.44 feet along the arc of a non-tangent curve to the left having a radius of 1960.08 feet and a central angle of 10°00'36" (chord bearing S 31°39'15" E, 342.01 feet); 7) S 36°42'12" E, a distance of 2.46 feet; 8) thence southeasterly, 779.06 feet along the arc of a non-tangent curve to the right having a radius of 1860.08 feet and a central angle of 23°59'50" (chord bearing S 24°42'17" E, 773.38 feet); 9) S 12°42'12" E, a distance of 496.79 feet; 10) thence southeasterly, 470.81 feet along the arc of a tangent curve to the left having a radius of 1960.08 feet and a central angle of 13°45'45" (chord bearing S 19°35'05" E, 469.68 feet); 11) S 26°28'02" E, a distance of 1839.78 feet; thence departing said West Right-of-way line run S 64°55'40" W, a distance of 2687.78 feet; thence southwesterly, 175.10 feet along the arc of a tangent curve to the right having a radius of 508.74 feet and a central angle of 19°43'14" (chord bearing S 75°03'33" E, 174.24 feet) to the POINT OF BEGINNING; thence westerly, 41.54 feet along the arc of a non-tangent curve to the right having a radius of 508.74 feet and a central angle of 04°40'42" (chord bearing S 87°15'31" W, 41.53 feet) to a point on the East right-of-way line of Interstate 95 as recorded in State of Florida right-of-way Map, Section 73001-2403; thence along the East right-of-way line of Interstate 95 run N 18°19'53" W, a distance of 994.87 feet; thence departing said right-of-way line run N 71°40'04" E, a distance of 40.00 feet; thence S 18°19'53" E, a distance of 1006.03 feet to the POINT OF BEGINNING.

Containing 0.919 acres, more or less.

NOTE:

- 1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S 87°48'45" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.
- 2) Base Linework for Sketches provided by Kimley-Horn on 10/10/2023 in drawing named xEasements_249365000.dwg

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH



Digitally signed
by David W.
Maxwell
Date:
2025.06.09
15:01:12 -04'00'

David W. Maxwell LS7311

JOB #: Radiance - Easement #6

DRAWN: TJS DATE: 11/14/23 CHECKED: DWM

Prepared For: Kolter

Revisions

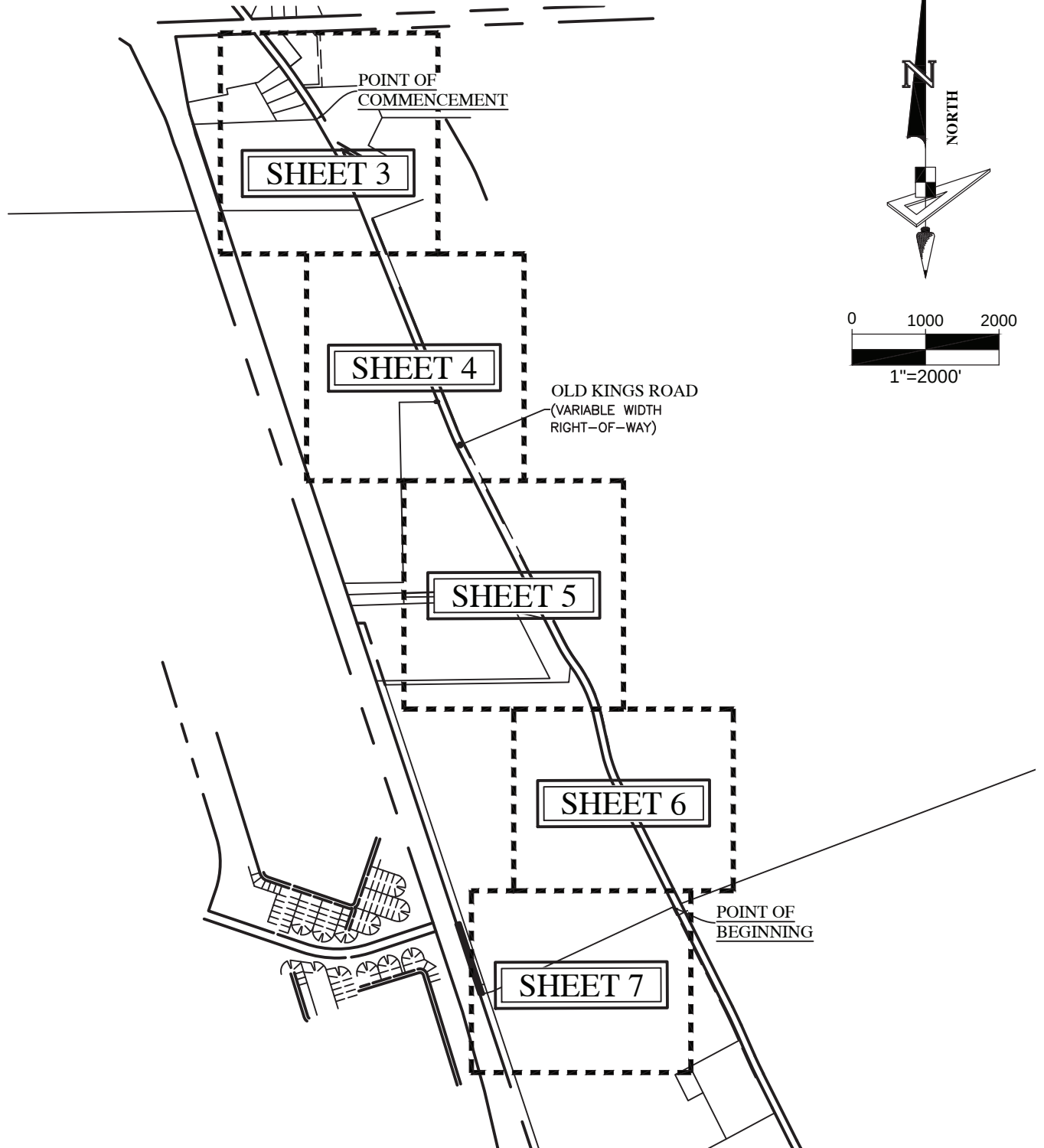
DATE	DESCRIPTION	DRAWN
02/19/24	NAME UPDATE	TJS
01/13/25	UPDATED ADJOINING PROPERTY INFORMATION	TJS
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528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

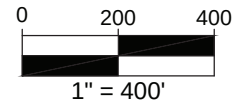
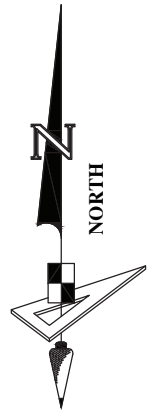
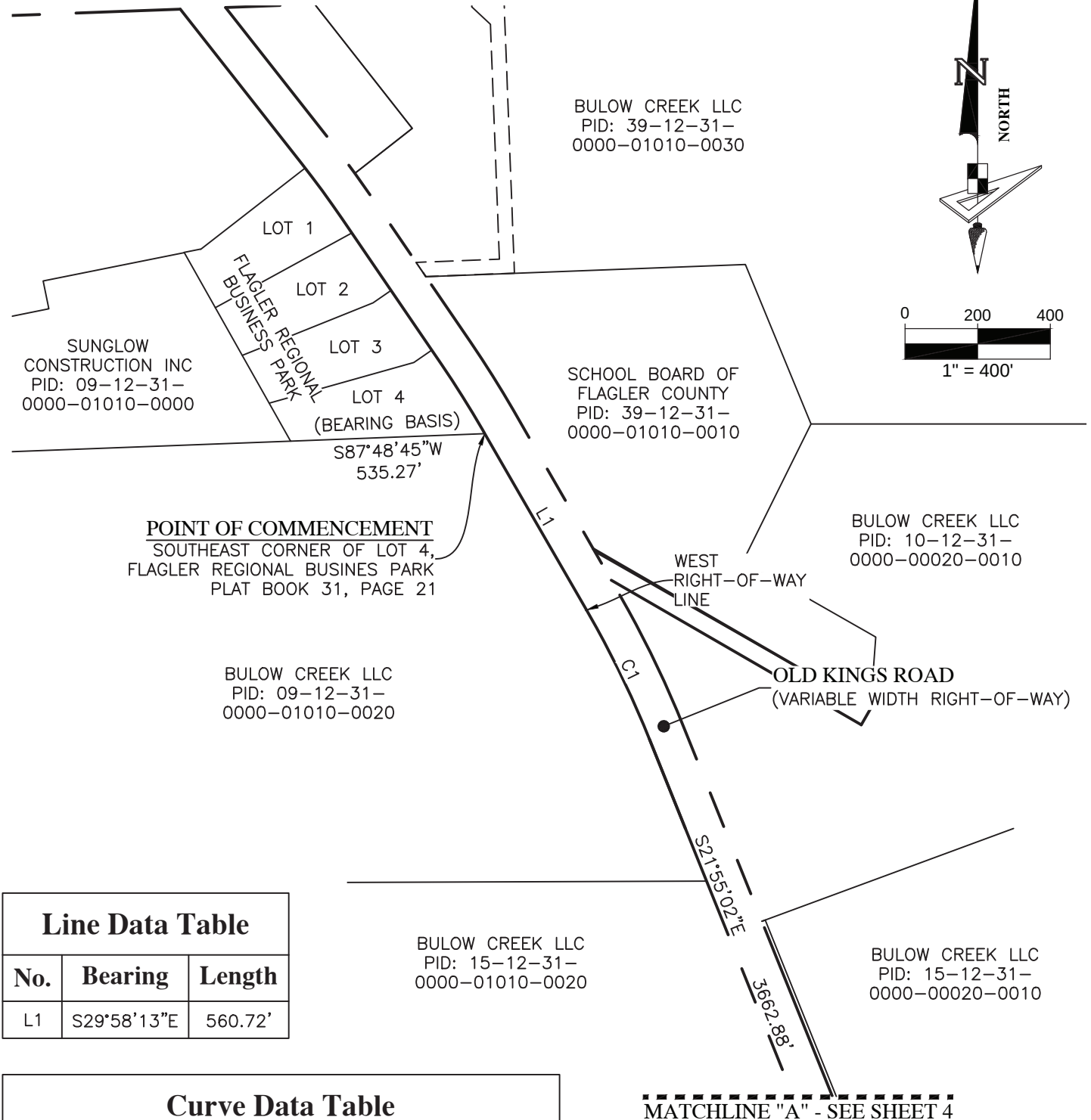
See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



Line Data Table

No.	Bearing	Length
L1	S29°58'13"E	560.72'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	2814.93'	395.65'	8°03'11"	S25°56'38"E	395.32'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

See Sheet 1 for Signature & Revisions

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GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST
RIGHT-OF-WAY
LINE

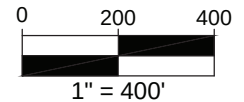
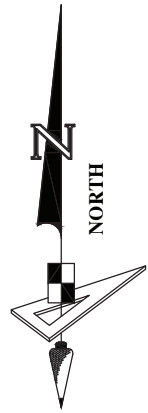
OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

BULOW CREEK LLC
PID: 15-12-31-
0000-01010-0020

BULOW CREEK LLC
PID: 10-12-31-
0000-00020-0010

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

MATCHLINE "B" - SEE SHEET 5



Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C2	2914.93'	254.11'	4°59'41"	S24°24'53"E	254.03'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

See Sheet 1 for Signature & Revisions

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GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

MATCHLINE "B" - SEE SHEET 4

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

WEST
RIGHT-OF-WAY
LINE

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

S26°54'43"E

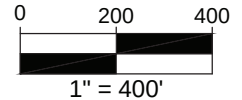
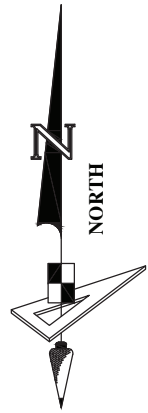
CITY OF PALM COAST
PID: 22-12-31-0000-01020-0000

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

BOARD OF COUNTY
COMMISSIONERS
PID: 21-12-31-
0000-01040-0000

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

MATCHLINE "C" - SEE SHEET 6



Line Data Table

No.	Bearing	Length
L2	S36°42'12"E	2.46'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C3	1960.08'	342.44'	10°00'36"	S31°39'15"E	342.01'
C4	1860.08'	779.06'	23°59'50"	S24°42'17"E	773.38'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

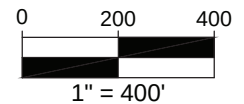
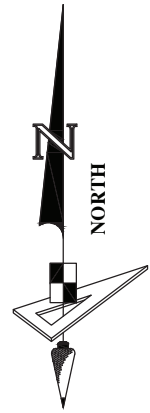
See Sheet 1 for Signature & Revisions

Central Florida
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Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



MATCHLINE "C" - SEE SHEET 5

L3

C5

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

BULOW CREEK, LLC
PID: 22-12-31-0000-01010-0010

WEST
RIGHT-OF-WAY
LINE

S26°28'02"E

1839.78'

MATCHLINE "D" - SEE SHEET 7

Line Data Table

No.	Bearing	Length
L3	S12°42'12"E	496.79'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C5	1960.08'	470.81'	13°45'45"	S19°35'05"E	469.68'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH

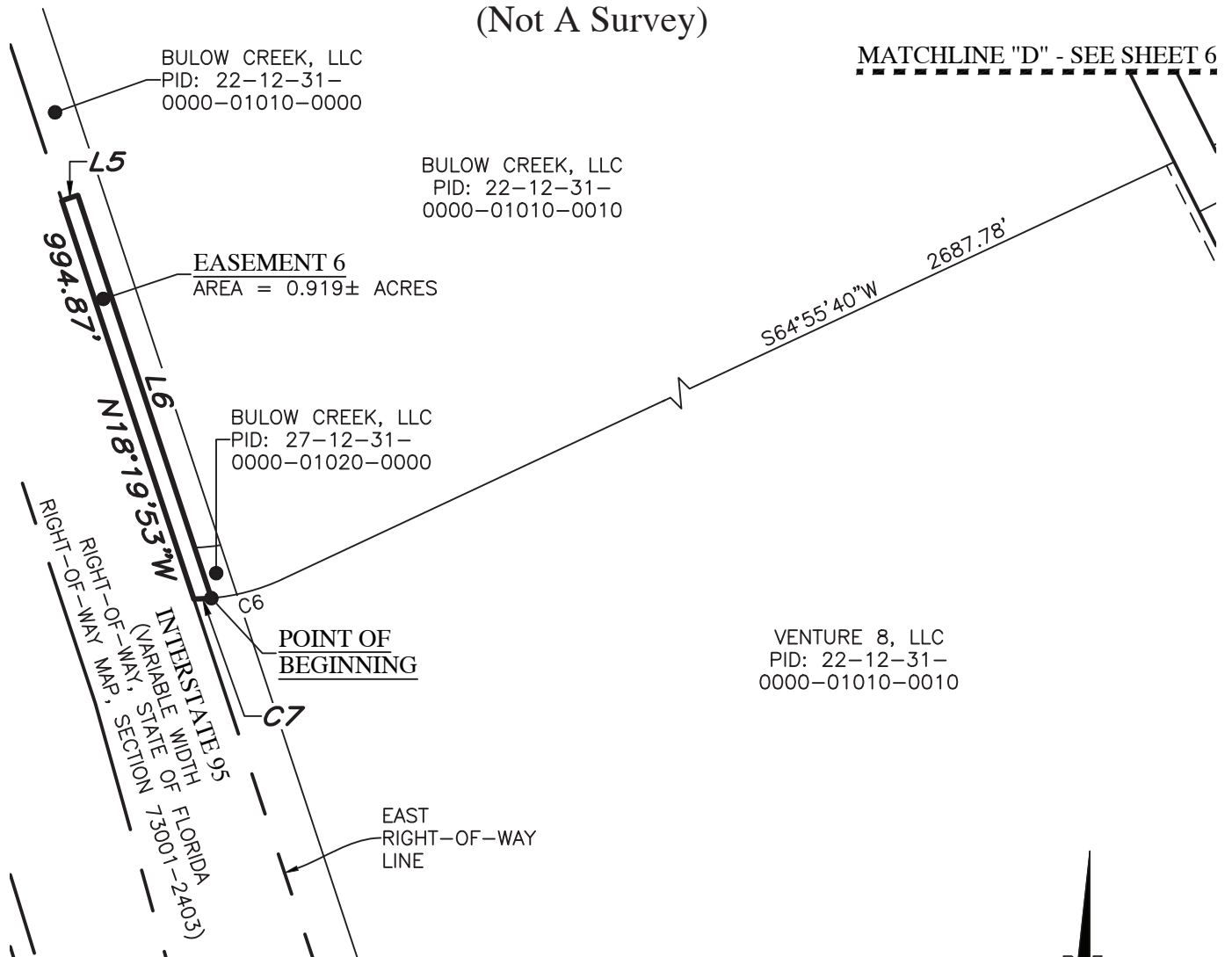
See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurveying.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



Line Data Table

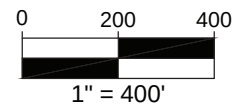
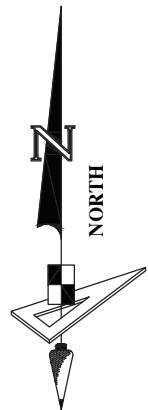
No.	Bearing	Length
L5	N71°40'04"E	40.00'
L6	S18°19'53"E	1006.03'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C6	508.74'	175.10'	19°43'14"	S75°03'33"W	174.24'
C7	508.74'	41.54'	4°40'42"	S87°15'31"W	41.53'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 7 FOR SKETCH



See Sheet 1 for Signature & Revisions

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GeoPoint
Surveying, Inc.

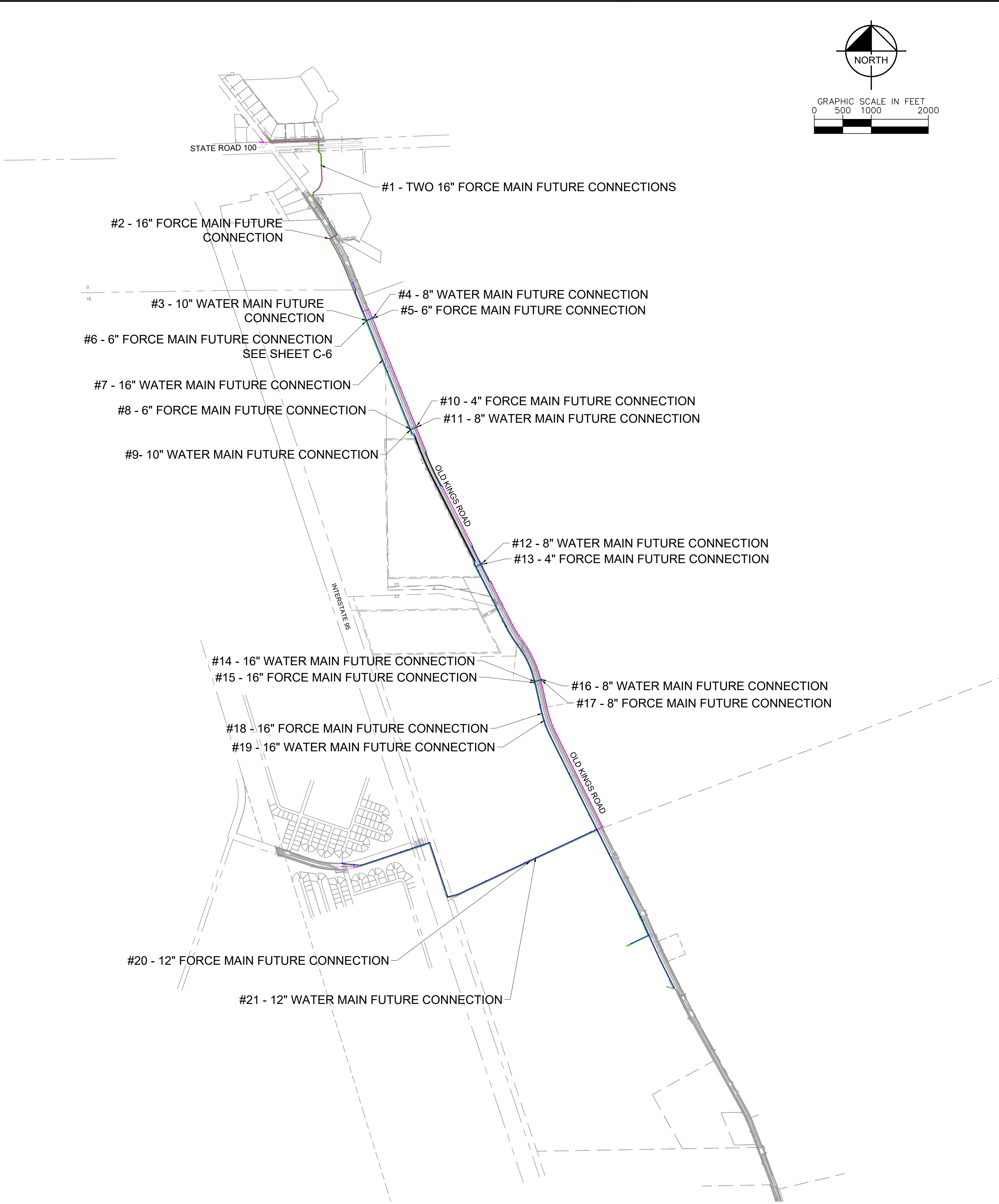
EXHIBIT B

[water, sewer, and reclaim water taps]

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

FUTURE CONNECTIONS SHOWN ON 2025 UTILITY PLANS

- #1 - 16" - FORCE MAIN - NORTH AND SOUTH FUTURE CONNECTION
- #2 - 16" - FORCE MAIN - OKR NORTH FUTURE CONNECTION
- #3 - 10" - WATER MAIN - OKR WEST FUTURE CONNECTION
- #4 - 6" - FORCE MAIN - OKR WEST FUTURE CONNECTION
- #5 - 8" - WATER MAIN - CROSSES OKR
- #6 - 6" - FORCE MAIN - CROSSES OKR
- #7 - 16" - WATER MAIN - OKR WEST FUTURE CONNECTION
- #8 - 6" - FORCE MAIN - OKR WEST FUTURE CONNECTION
- #9 - 10" - WATER MAIN - OKR WEST FUTURE CONNECTION
- #10 - 4" - FORCE MAIN - CROSSES OKR
- #11 - 8" - WATER MAIN - CROSSES OKR
- #12 - 8" - WATER MAIN - CROSSES OKR
- #13 - 4" - FORCE MAIN - CROSSES OKR
- #14 - 16" - WATER MAIN - OKR WEST FUTURE CONNECTION
- #15 - 16" - FORCE MAIN - OKR WEST FUTURE CONNECTION
- #16 - 8" - WATER MAIN - OKR WEST FUTURE CONNECTION
- #17 - 8" - FORCE MAIN - OKR WEST FUTURE CONNECTION
- #18- 16" - FORCE MAIN - OKR WEST FUTURE CONNECTION
- #19- 16" - WATER MAIN - OKR WEST FUTURE CONNECTION
- #20 12" - FORCE MAIN - DEMARCATION NORTH FUTURE CONNECTION
- #21 12" - WATER MAIN - DEMARCATION NORTH FUTURE CONNECTION



KHA PROJECT 249565000		DATE JUNE 2025		SCALE AS SHOWN		DESIGNED BY CAB		DRAWN BY AGP		CHECKED BY CAB	
RADIANCE OFFSITE UTILITIES		CITY OF PALM COAST		UTILITY EXTENSIONS		EXHIBIT B		SHEET NUMBER EX-B		BY	
KIMLEY-HORN		© 2025 KIMLEY-HORN AND ASSOCIATES, INC. 1530 CORNERSTONE BLVD, BUILDING 1, SUITE 200A DAYTONA BEACH, FL 32117 PHONE: 407-888-1511 WWW.KIMLEY-HORN.COM		LICENSED PROFESSIONAL COLTEN A. BRICKLER, P.E. FLORIDA LICENSE NUMBER 98411		REVISIONS		DATE		No.	

EXHIBIT B

(Connection Fee Credit Agreement)

CONNECTION FEE CREDIT AGREEMENT

THIS CONNECTION FEE CREDIT AGREEMENT (“Agreement”) made and entered into effective as of this 13th day of June, 2025 by and between The City of Palm Coast, a Florida Municipality (“City”), and Bulow Creek, LLC, a Florida Limited Liability Company (“Bulow Creek”).

RECITALS

WHEREAS, the City and Radiance Community Development District (“District”) entered into an Interlocal Agreement recorded on June 5, 2023 in O.R. Book 2786, Page 2, Public Records of Flagler County, Florida, where, among other duties, the City assigned to the District various powers and responsibilities including but not limited to designing, permitting and constructing water, wastewater and reuse water lines (hereinafter referred to and defined further below as “Utility Facilities”) to the properties in the utility service area referred to as “Eagle Lakes”, which includes the Old Kings Road Corridor; and

WHEREAS, Bulow Creek is the owner of certain properties which are currently assigned Flagler Property Appraiser parcel identification numbers 09-12-31-0000-01010-0020; 09-12-31-0000-01020-0010; 10-12-31-0000-00010-0010; 10-12-31-0000-00020-0010; 11-12-31-0650-000B0-0050; 15-12-31-0000-01010-0020; 16-12-31-0000-01020-0000; 16-12-31-0000-01020-0020; 21-12-31-0000-01010-0030; 22-12-31-0000-01010-0000; 22-12-31-0000-01010-0010; 22-12-31-0000-01010-0020; 27-12-31-0000-01020-0000; 39-12-31-0000-01010-0030 (the “Bulow Creek Property”); and

WHEREAS, Bulow Creek and the District entered into a Permanent Non-Exclusive Utilities Easement Agreement and Temporary Construction Agreement (“Easement Agreement”) over a portion of the Bulow Creek Property to be recorded in the Public Records of Flagler County, Florida contemporaneously with and as a condition of this Agreement; and

WHEREAS, Pursuant to the Easement Agreement, the District and the City acquired the right to construct, install, and maintain certain improvements and facilities as may be constructed, installed, and maintained by the District and City in accordance with the terms of the Easement Agreement, including the Utility Facilities upon a portion of the Bulow Creek Property as depicted in the Easement Agreement (the “Easement Property”). Said rights of the District are to be assigned to the City upon completion of the construction and installation of the improvements and facilities, including the Utility Facilities, in accordance with the terms of the Easement Agreement; and

WHEREAS, Bulow Creek and the City further agree that said improvements bear a rational nexus to the development of property within the District and that Bulow Creek shall be entitled to a credit on Connection Fees based on the value of the Easement Property and Bulow Creek’s costs associated with this acquisition; and

WHEREAS, this Agreement is in lieu of the City’s exercise of eminent domain to acquire the Easement Property; and

WHEREAS, Bulow Creek and City desire to set forth their agreement to establish the terms upon which the Connection Fee Credits will be granted; and

NOW, THEREFORE, the parties hereto covenant and agree that the above recitals are true and correct and further covenant and agree, each with the other as follows:

1. **Recitals.** The aforementioned recitals are taken as true, made a material part of this Agreement and incorporated herein by reference.

2. **Construction of Utility Facilities.** The City shall ensure that the Utility Facilities (defined below) are constructed in accordance with Paragraph 2.d and Exhibit B to the Easement Agreement. If the Utility Facilities are not constructed in accordance with Paragraph 2.d and Exhibit B to the Easement Agreement, then the Easement Agreement shall be null and void and the City shall execute a termination of the Easement Agreement and deliver same to Bulow Creek for recording in the Official Records. In addition to any other legal or equitable remedies available to Bulow Creek for a breach of this paragraph, Bulow Creek shall be entitled to specific performance of this paragraph and shall be entitled to recover any fees and costs associated with any successful legal or equitable claim to enforce this paragraph.

3. **Definitions.** The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:

- a) **“Application”** - A request in writing from Bulow Creek or a consumer on forms provided by City requesting, pursuant to this Agreement, specific water and wastewater service.
- b) **“Connection Fees”** - A fee or charge paid to the City for the purpose of obtaining water and wastewater capacity. Connection fees will be utilized for the acquisition, improvement, expansion and construction of facilities required to furnish present or future water and wastewater capacity and service to the Bulow Creek Property. The amount shall be determined in accordance with the City schedule of rates in effect from time to time.
- c) **“Connection Fee Credits”** – Credits that may be used by Bulow Creek, its successors or assigns, against the actual Connection Fees that will be due when the Bulow Creek Property is developed, and Application is made for connection to the City’s Utility Facilities. A Connection Fee Credit shall consist of one (1) Water Connection Credit at the current rate of \$3496.74; and one (1) Wastewater Connection Credit at the current rate of \$3,930.70 being a total amount of \$7,427.44 per connection fee, including credit against a Connection Fee for reuse (reclaimed) water.
- d) **“Service Rates”** - The City’s existing schedule of rates and charges for water and wastewater service including, but not limited to, connection fees, meter set fees, and all other fees and charges which are in effect as of March 1, 2024, pursuant to ordinances, resolutions or policies adopted by City. The schedules of Service Rates shall be of general and uniform application within the City-wide water and wastewater utility systems; provided, however, that rates may be different in accordance with State law outside of the City’s city limits.

- e) **“Utility Facilities”** - Utility Facilities means and includes, but is not limited to, all utility lines and associated equipment, including all equipment, fixtures, wells, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and appurtenances together with all real property, easements and rights-of-way necessary to provide water and wastewater service to the Bulow Creek Property whether located on-site or off-site and includes the Taps, as defined in Exhibit B to the Easement Agreement.
- f) **“Equivalent Residential Connection” or “ERC”** – A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. (Note: ERC is calculated as a whole number).

4. **Connection Fee Credits.**

- a) In consideration of the Easement Agreement, City shall grant Bulow Creek fifty-six (56) Connection Fee Credits. Bulow Creek has provided to the City documentary evidence of the value of the Easement Property and its related costs of acquisition that support the grant by the City to Bulow Creek of the fifty-six (56) Connection Fee Credits.
- b) The City shall reserve capacity for use on the Bulow Creek Property in an amount equal to, at least, the fifty-six (56) Connection Fee Credits granted that have not been used. Initially, this shall mean that the City reserves capacity for Bulow Creek sufficient for use by up to fifty-six (56) Connection Fees to the City’s water, wastewater and re-use facilities.
- c) Such Connection Fee Credits are hereby awarded to Bulow Creek immediately upon entering into this Agreement. It is understood between the Parties that Bulow Creek, or its successors and assigns, shall have these fifty-six (56) Connection Fee Credits regardless of any future rate changes. Under no circumstances shall the number of Connection Fee Credits granted herein be reduced or diluted in value, as the parties agree these Connection Fee Credits are to fully satisfy the cost of fifty-six (56) Connection Fees at the time they are used.
- d) From and after the date hereof, persons holding Connection Fee Credits under this Agreement (i.e. Bulow Creek, or its successors and assigns) shall be entitled to use such Connection Fee Credits in lieu of paying the City cash to make connection to the City’s Utility Facilities, with each Connection Fee Credit equaling one Connection Fee for a ERC.
- e) These Connection Fee Credits may be sold or assigned to third parties for use on the Bulow Creek Property, but not for use to develop properties outside the boundaries of the Bulow Creek Property. Each Connection Fee Credit shall not expire until used. For development on the Bulow Creek Property, Bulow Creek or its successors or assigns shall pay the City the Connection Fees as are then due and payable and in effect at that time either with unused Connection Fee Credits or cash.

5. **Uniformity.** For any development on the Bulow Creek Property, the City agrees to not impose or require, directly or indirectly, either on its own or by working with any other entity (County Government, FGUA, CDD, etc.), additional fees, surcharges or exactions for water, wastewater, and reuse (i.e. reclaimed water) infrastructure other than uniform, standard fees charged for new utility connections and utility services. Likewise, the City agrees not to charge Service Rates on the Bulow Creek Property in excess of the City's standard Service Rates in effect from time to time. The City agrees that this provision shall be applied without prejudice to any applications for development orders or development permits affecting the Bulow Creek Property.

6. **Reuse Lines.** The City shall not require Bulow Creek, its successors or assigns to install at their expense (directly or indirectly), a reuse (reclaimed) water line in the Easement Property, nor outside of the boundaries of the Bulow Creek Property, nor carrying a capacity which is greater than the volume needed to serve the development of the Bulow Creek Property under its then-existing zoning approval.

7. **Applicability of Other Regulations.** Except as otherwise provided above, City development approvals of the Bulow Creek Property remain subject to applicable regulations relating to the availability of utilities, which depending upon available capacities, locations, and related circumstances at the time, may result in a requirement that the developer install certain utility infrastructure needed to serve development within the Bulow Creek Property at its cost as a condition of development approval. Such a requirement shall be limited to utility infrastructure designed and sized to meet not more than the volume needed to serve the development of the Bulow Creek Property.

8. **Miscellaneous Provisions.**

- a) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- b) **Merger; No Representations.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.
- c) **Survival.** The terms and conditions of this Agreement shall survive the delivery of the Easement Agreement and continue to be enforceable by Bulow Creek following the use of the Connection Fee Credits against the City unless and until this Agreement is terminated. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Bulow Creek set forth in this Agreement shall survive the delivery of the Easement Agreement.
- d) **Business Days.** Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be

extended until the next succeeding business day. As used herein, the term “Business Day” shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Florida.

- e) **Modifications and Amendments.** This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Bulow Creek and the City.
- f) **Successors and Assigns; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and assigns.
- g) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.
- h) **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents do not impose any material obligations upon any party hereunder except as set forth in this Agreement.
- i) **Counterparts.** This Agreement may be executed by the parties in separate counterparts, including electronic (e.g., .pdf) versions, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.
- j) **Headings.** The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.
- k) **No Waivers.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

9. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR

CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

(Signatures omitted to next page)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
on the day and year first hereinabove written.

WITNESSES:

Kathy Cook
Name: Kathy Cook
Address: 160 Lake Ave
Palm Coast, FL 32169

Kendra Jannotti
Name: Kendra Jannotti
Address: 160 Lake Avenue,
Palm Coast, FL 32169

STATE OF FLORIDA

COUNTY OF FLAGLER

CITY OF PALM COAST, a Florida
municipal corporation

By: Lauren Johnston
Name: Lauren Johnston
Title: Acting City Manager

The foregoing instrument was acknowledged before me this 16th day of June,
2025, by Lauren Johnston as Acting City Manager of the City of Palm Coast, Florida,
a municipal corporation, who ☒ is personally known to me or ☐ did produce his/her Florida
Driver's License as identification or ☐ did produce _____ as
identification.

Sheera Jackson
Print name: Sheera Jackson
Notary Public, State of Florida at Large
My Commission expires: Sept 7, 2028
Comm. No.: HH571831



WITNESSES:

Joel
Name: Joel Brandwein
Address: 420 E Church St
Orlando, FL 32801
Alexis
Name: Alexis Escobedo
Address: 941 W Morse Blvd
Winter Park FL 32781

**BULOW CREEK, LLC, a
Florida limited liability company**

By: Mary L Demetree
Name: Mary L. Demetree
Title: Manager

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16th day of June, 2025, by Mary L. Demetree as manager of Bulow Creek, LLC, a Florida limited liability company, who ☒ is personally known to me or ☐ did produce his/her Florida Driver's License as identification or ☐ did produce N/A as identification.



Jessica Santoli
Print name: Jessica Santoli
Notary Public, State of Florida at Large
My Commission expires: 07/01/2028
Comm. No.: 567098

WITNESSES:

Jason Noseworthy
Name: Jason Noseworthy
Address: 800 Highland Ave Ste 200
Orlando, FL 32803

Amy Anna Abruzzo
Name: Amy Anna Abruzzo
Address: 83799 Millenia
Blvd Orlando FL 32839

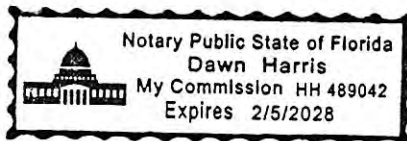
BULOW CREEK, LLC, a
Florida limited liability company

By: Michelle Chira
Name: Michelle Chira
Title: Manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of JUNE, 2025, by MICHELLE CHIRA as MANAGER of Bulow Creek, LLC, a Florida limited liability company, who ☒ is personally known to me or ☐ did produce his/her Florida Driver's License as identification or ☐ did produce _____ as identification.



Dawn Harris
Print name: DAWN HARRIS
Notary Public, State of Florida at Large
My Commission expires: 2-05-28
Comm. No.: 489042

EXHIBIT C

(Temporary Construction Easement)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 13th day of June, 2025, by and between **BULOW CREEK, LLC**, a Florida limited liability company, whose address is 800 Highland Ave., Suite 200, Orlando, Florida 32803, (“Grantor”) and **RADIANCE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established and created pursuant to Chapter 190, Florida Statutes, with an address at 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“Grantee”) (the Grantor and Grantee are sometimes individually referred to as a “Party”, and they are sometimes collectively referred to as the “Parties”).

RECITALS

A. Grantor owns the real property identified by Parcel ID Numbers 09-12-31-0000-01010-0020, 10-12-31-0000-00020-0010, and 15-12-31-0000-00020-0010 (the “Grantor’s Property”).

B. Grantee desires to obtain a non-exclusive, temporary construction easement over, upon, across, under, and through Grantor’s Property for the purpose of construction, installation, and maintenance of any and all utilities, inclusive of water, sewer, and reuse waterway lines (hereinafter referred to as “Utility Lines and Associated Equipment”). Grantor is willing to convey a non-exclusive easement to Grantee, as set forth more thoroughly in this Agreement.

NOW, THEREFORE, in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals are incorporated into this Agreement.

2. GRANT OF EASEMENTS Grantee’s Easement: Grantor hereby conveys to Grantee, and its respective employees, licensees, agents and invitees (individually, Grantee Party; plural or collectively, Grantee Parties) a non-exclusive, temporary easement (the “Easement”) for construction and installation of the Utility Lines and Associated Equipment. Such Easement over the Grantor’s Property shall be confined as delineated on the legal sketch and description attached as **Exhibit “A”** (the “Easement Area”); together with rights of ingress and egress through the Grantor’s Property to access the Easement Area as necessary for the use and enjoyment of the Easement herein granted. This Easement is for Utility Lines and Associated Equipment only, reserving to the Grantor any interests and uses not inconsistent with the Grantor’s grant of Easement in this Agreement.

3. NONEXCLUSIVE USES Grantor conveys to Grantee and Grantee’s employees, tenants, subtenants, invitees, licensees, agents and successors in interest, the right to use the Easement for any and all legal purposes not inconsistent with the grant of Easement in this Agreement.

4. PAYMENT. Within ten (10) days after the Effective Date of this Agreement, Grantee shall pay Grantor the sum of One Hundred Dollars (\$100.00) as partial consideration for entry into this Agreement.

5. TERM. The Easement shall commence upon the execution of this Agreement and shall continue until the Utility Lines and Associated Equipment are installed and accepted by the utility providers (the City of Palm Coast), but no later than December 31, 2025 (the "Termination Date"). The termination of the Easement shall occur automatically upon the Termination Date without the necessity of any further action or the execution or delivery of any further document or agreement by Grantee. Notwithstanding the automatic termination of the Easement in accordance with this paragraph, Grantee agrees to execute and deliver documents evidencing such automatic termination if requested to do so by Grantor.

6. COOPERATION. The Parties agree to cooperate reasonably with one another and to provide reasonable assurances to help carry out the terms of this Agreement, to allow each Party to perform its respective obligations and to enjoy its respective benefits set forth in this Agreement. Neither Party nor its respective employees, agents, contractors, licensees, invitees, agents or other guests (Grantor Parties and Grantee Parties, respectively) may exercise any rights granted under this Agreement in any way to unreasonably interfere with the use of any portion of Grantor's Property or Grantee's Property not granted herein. Further, the Parties agree to cooperate to identify the final location of the taps prior to construction. Prior approval by Grantor and/or Grantee not to be unreasonably withheld. The parties agree that time is of the essence in identifying the location of the taps.

7. INDEMNITY. To the fullest extent of proceeds of insurance coverage paid for claims covered by this indemnity, and only to such extent, Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including all reasonable attorneys' fees and costs whether suit be brought or any appeals be taken therefrom) arising from or in connection with Grantee's use of the Easement Area, except for liability arising from or caused by the negligence or willful misconduct of Grantor, its employees, contractors, operators, agents or representatives. Notwithstanding the foregoing, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either Party, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Chapter 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

8. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, transferees, successors and assigns. The rights and obligations under this Agreement run with the land and title to Grantor's Property.

9. AUTHORIZATION. Each respective Party represents that the person signing this Agreement on behalf of that Party has been duly authorized to sign this Agreement on behalf of that Party.

10. HEADINGS. All headings in this Agreement are included for convenience of reference, and shall be accorded no consideration or authority in the interpretation of this Agreement.

11. INTEGRATION, MODIFICATION AND TERMINATION. This Agreement is the final, fully integrated understanding of the Parties concerning the Easement. The Agreement supersedes any prior alleged agreement or understanding of the Parties concerning this Easement. The Agreement may not be modified or terminated in any way except in a recordable agreement signed by both Parties with all of the formalities of this Agreement.

12. APPLICABLE LAW. This Agreement shall be governed by and construed pursuant to the laws of Florida.

13. SEVERABILITY. If any provision of this Agreement or the applicability of it to any Party shall be held to be invalid or illegal, or otherwise unenforceable, the remaining provisions of this Agreement, or the applicability of this Agreement to any Party other than the Party or Parties against whom it is held unenforceable, shall remain binding and enforceable.

14. FURTHER ASSURANCES. The Parties agree that at any time or from time to time upon written request of the other Party, either or both Parties as appropriate shall execute and deliver all such further documents and perform such other acts as may be reasonably required to effectuate the purposes of this Agreement, provided that no such execution, delivery or act may increase any Party's substantive obligations under this Agreement.

15. NO JOINT VENTURE. Grantor and Grantee are not joint venturers, nor is one Party vicariously liable for the debts or obligations of the other incurred under this Agreement except as expressly stated in this Agreement.

16. JURISDICTION, VENUE AND RECORDING. Litigation concerning the terms or implementation of this Agreement shall be filed in Circuit Court, Seventh Judicial Circuit, Flagler County, Florida. This Agreement shall not be recorded by either Party, and failure to record shall not affect the Agreement's enforceability by one Party against the other Party.

17. COUNTERPARTS. This Agreement may be signed in counterparts. Once signed by both Parties, each counterpart shall be considered an original.

18. EFFECTIVE DATE. This Agreement is effective as of the date of latter signature to the Agreement by the two Parties.

19. NOTICE. Any notice to be given to or served upon any party hereto, in connection herewith, must be in writing, and may be given by hand delivery, certified mail,

or guaranteed overnight delivery service, return receipt requested, and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail or when delivered into the custody of the overnight delivery service. Notices shall be given to the parties hereto at the following addresses:

If to Grantor: Bulow Creek, LLC
800 Highland Avenue, Suite 200
Orlando, FL 32803

If to Grantee: Radiance Community Development
250 International Parkway, Suite 208
Lake Mary, FL 32746

Either party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

20. ENTIRE AGREEMENT/ AMENDMENTS/ GRANTOR'S LIABILITY. This Easement embodies the entire understanding of the parties hereto and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Easement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Easement, Grantee's use of the Easement Area is at its own risk. Grantor shall have no liability or obligation for or with respect to any loss or damage, unless arising out of or related to Grantor's negligence or willful misconduct.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first stated above.

WITNESSES:

Joel B
Name: Joel Brandwein
420 E Church St.
Address: Orlando, FL 32801
Alexis Escotto
Name: Alexis Escotto
941 W Morse Blvd
Address: Winter Park FL 32789

GRANTOR:

BULOW CREEK, LLC, a
Florida limited liability company

Mary L Demetree
By: Mary L. Demetree
Name: Mary L. Demetree
Title: Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notification this 16th day of June, 2025, by Mary L. Demetree as manager of Bulow Creek, LLC, a Florida limited liability company, who ☒ is personally known to me or ☐ did produce N/A as identification.



Jessica Santoli
Print name: Jessica Santoli
Notary Public, State of Florida at Large
My Commission expires: 07/01/2028
Comm. No.: 567098

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first stated above.

WITNESSES:

[Signature]
Name: Jason Noseworthy

Address: 800 Highland Ave Ste 200
Orlando, FL 32803

[Signature]
Name: Amyanna Abruzzo

Address: 3799 Millenia Blvd
Orlando FL 32839

GRANTOR:

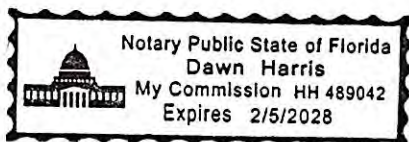
**BULOW CREEK, LLC, a
Florida limited liability company**

By: [Signature]
Name: Michelle Chira
Title: Manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notification this 19th day of JUNE, 2025, by MICHELLE CHIRA as MANAGER of Bulow Creek, LLC, a Florida limited liability company, who ☒ is personally known to me or ☐ did produce _____ as identification.



[Signature]
Print name: DAWN HARRIS
Notary Public, State of Florida at Large
My Commission expires: 2-05-28
Comm. No.: 489042

WITNESSES:

Jadabella Valentin

Name: JADABELLA VALENTIN

Address: 14025 RIVEREDGE DR. #175

TAMPA FL 33637

Name: Bryon T. Lopreste

Address: 14025 RIVEREDGE DR. #175

TAMPA FL 33637

GRANTEE:

RADIANCE COMMUNITY
DEVELOPMENT DISTRICT

By: William Fife

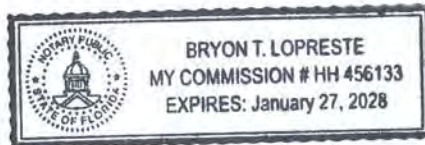
Name: William Fife

Title: Chair

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notification this 18th day of JUNE, 2025, by WILLIAM FIFE as CHAIRMAN of the Radiance Community Development District, who ☒ is personally known to me or ☐ did produce as identification



Bryon T. Lopreste
Print name: BRYON T. LOPRESTE

Notary Public, State of Florida at Large

My Commission expires: 01/27/28

Comm. No.: 1414 456 133

EXHIBIT “A”

[Sketch and Description on Following Pages.]

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD 60'x30' Easement 1

A parcel of land lying in Section 39, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Three (3) Courses: 1) S 29°58'13" E, a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S 25°56'38" E, 395.32 feet); 3) S 21°55'02" E, a distance of 1016.59 feet; thence departing said West Right-of-way line run N.68°04'58"E., a distance of 110.36 feet to the **POINT OF BEGINNING**; thence N.67°28'25"E., a distance of 60.00 feet; thence N.22°31'35"W., a distance of 30.00 feet; thence S.67°28'25"W., a distance of 60.00 feet; thence S.22°31'35"E., a distance of 30.00 feet to the **POINT OF BEGINNING**.

Containing 0.041 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S.87°48'45"W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketch provided by Kimley-Horn on 1/29/2025 in drawing named 20250129-EASEMENT MAP 01-28-25.dwg

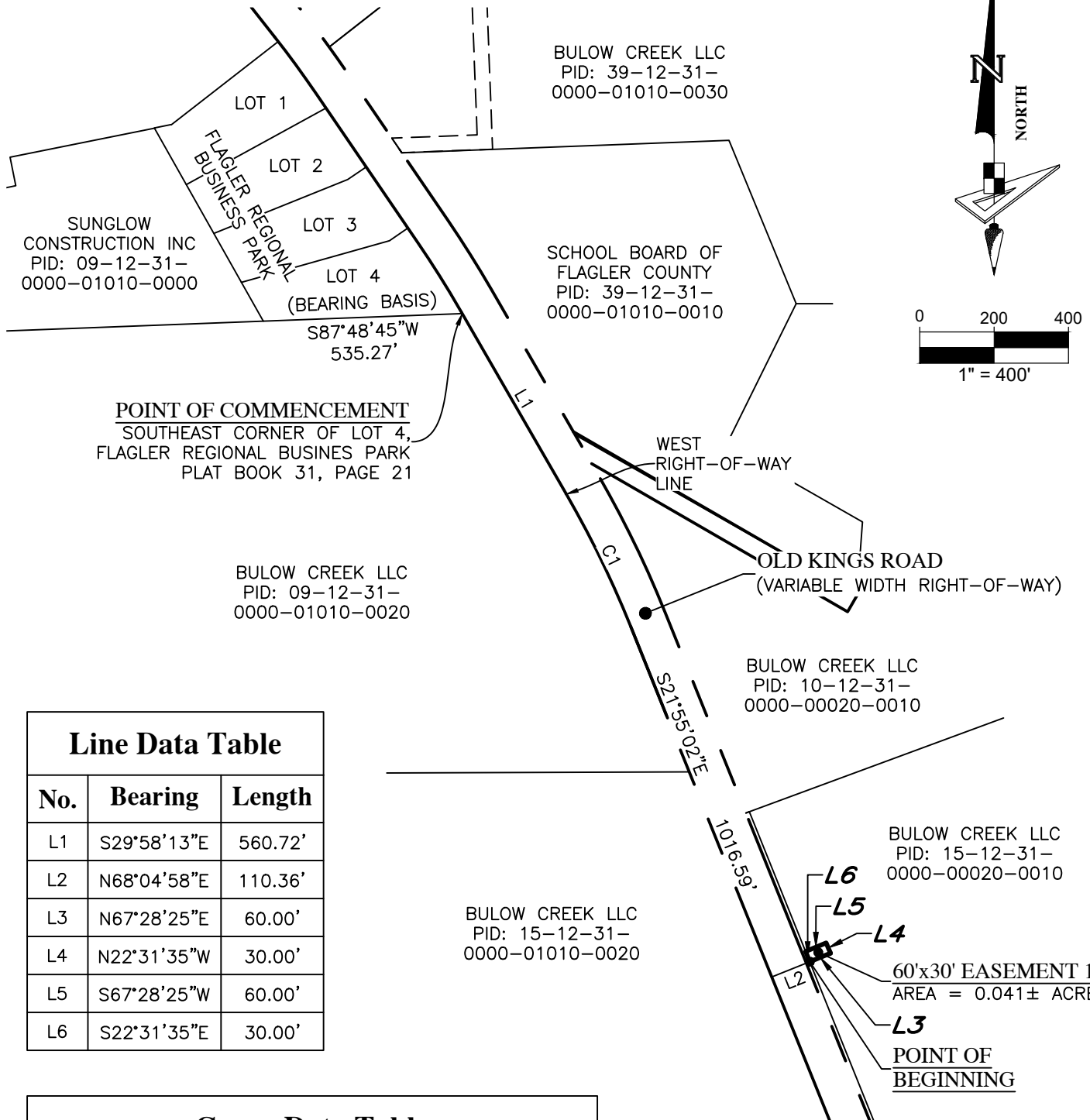
3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 2 FOR SKETCH

David W. Maxwell LS7311	JOB #: Radiance - 60'x30' Easement #1		
	DRAWN: TJS DATE: 02/10/2025 CHECKED: DWM		
	Prepared For: Kolter		
	Revisions		
	DATE	DESCRIPTION	DRAWN
	---	---	---
Central Florida 528 Northlake Blvd, Suite 1040 Altamonte Springs, Florida 32701 Phone: (321) 270-0440 www.geopointsurvey.com Licensed Business No.: LB 7768			
GeoPoint Surveying, Inc.			
FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - ADDITIONAL 60X30 EASEMENT 1 DS.DWG LAST SAVED BY: TYLORS 01 of 02			

Description Sketch (Not A Survey)



See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD 60'x30' Easement 2

A parcel of land lying in Section 39, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Three (3) Courses: 1) S 29°58'13" E, a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S 25°56'38" E, 395.32 feet); 3) S 21°55'02" E, a distance of 3069.66 feet; thence departing said West Right-of-way line run N.68°04'58"E., a distance of 110.16 feet to the **POINT OF BEGINNING**; thence N.67°28'25"E., a distance of 60.00 feet; thence N.22°31'35"W., a distance of 30.00 feet; thence S.67°28'25"W., a distance of 60.00 feet; thence S.22°31'35"E., a distance of 30.00 feet to the **POINT OF BEGINNING**.

Containing 0.041 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S.87°48'45"W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketch provided by Kimley-Horn on 1/29/2025 in drawing named 20250129-EASEMENT MAP 01-28-25.dwg

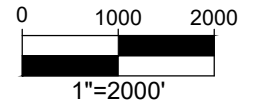
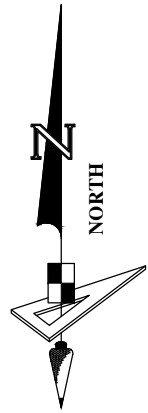
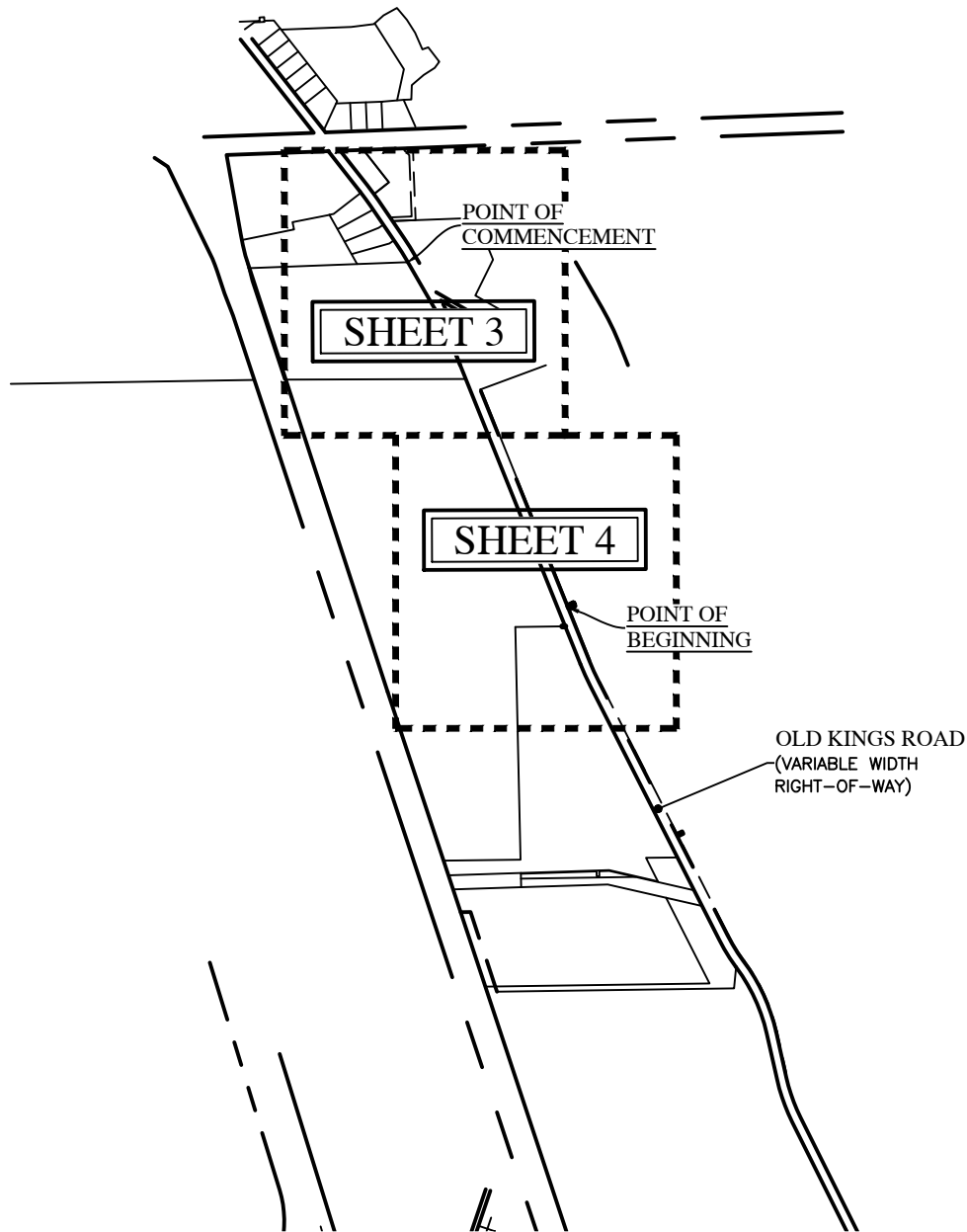
3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 THROUGH 4 FOR SKETCH

David W. Maxwell LS7311	JOB #: Radiance - 60'x30' Easement #2		
	DRAWN: TJS DATE: 02/10/2025 CHECKED: DWM		
	Prepared For: Kolter		
	Revisions		
	DATE	DESCRIPTION	DRAWN
	---	---	---
Central Florida 528 Northlake Blvd, Suite 1040 Altamonte Springs, Florida 32701 Phone: (321) 270-0440 www.geopointsurvey.com Licensed Business No.: LB 7768			
GeoPoint Surveying, Inc.			
FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - ADDITIONAL 60X30 EASEMENT 2 DS.DWG LAST SAVED BY: TYLORS 01 of 04			

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 4 FOR SKETCH

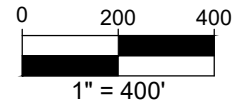
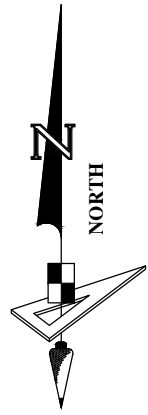
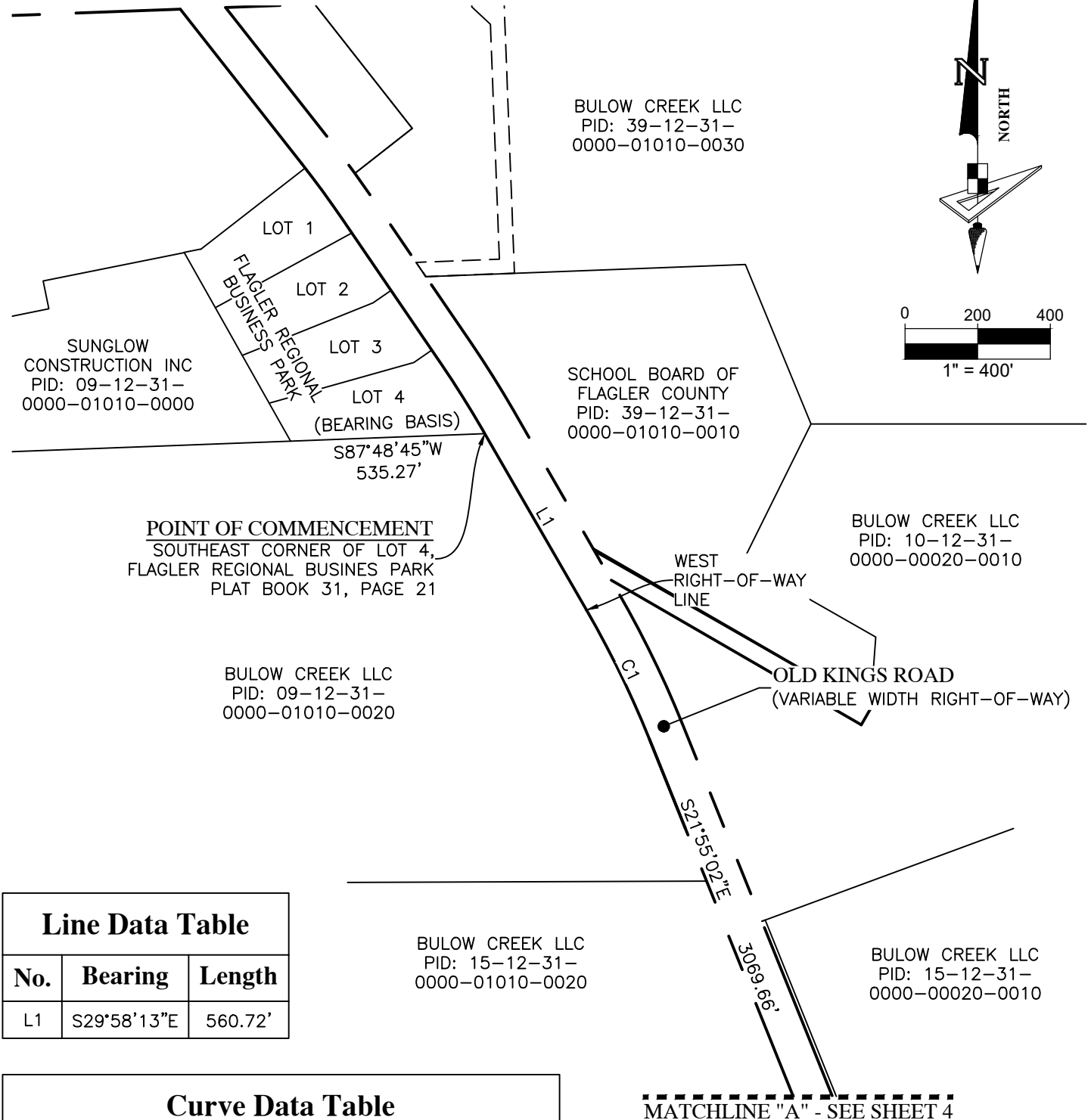
See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



Line Data Table

No.	Bearing	Length
L1	S29°58'13"E	560.72'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	2814.93'	395.65'	8°03'11"	S25°56'38"E	395.32'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 4 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurveying.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST
RIGHT-OF-WAY
LINE

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

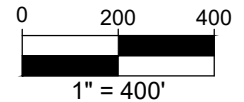
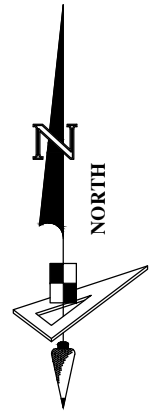
BULOW CREEK LLC
PID: 15-12-31-
0000-01010-0020

BULOW CREEK LLC
PID: 10-12-31-
0000-00020-0010

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

60'x30' EASEMENT 2
AREA = 0.041± ACRES

POINT OF
BEGINNING



Line Data Table

No.	Bearing	Length
L2	N68°04'58"E	110.16'
L3	N67°28'25"E	60.00'
L4	N22°31'35"W	30.00'
L5	S67°28'25"W	60.00'
L6	S22°31'35"E	30.00'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 4 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD 60'x30' Easement 3

A parcel of land lying in Section 39, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Five (5) Courses: 1) S 29°58'13" E, a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S 25°56'38" E, 395.32 feet); 3) S 21°55'02" E, a distance of 3662.88 feet; 4) thence southeasterly, 254.11 feet along the arc of a tangent curve to the left having a radius of 2914.93 feet and a central angle of 04°59'41" (chord bearing S 24°24'53" E, 254.03 feet); 5) S 26°54'43" E, a distance of 1831.29 feet; thence departing said West Right-of-way line run N.68°04'58"E., a distance of 110.16 feet to the **POINT OF BEGINNING**; thence N.67°28'25"E., a distance of 60.00 feet; thence N.22°31'35"W., a distance of 30.00 feet; thence S.67°28'25"W., a distance of 60.00 feet; thence S.22°31'35"E., a distance of 30.00 feet to the **POINT OF BEGINNING**.

Containing 0.041 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S.87°48'45"W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketch provided by Kimley-Horn on 1/29/2025 in drawing named 20250129-EASEMENT MAP 01-28-25.dwg

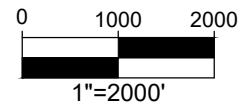
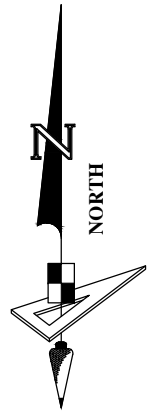
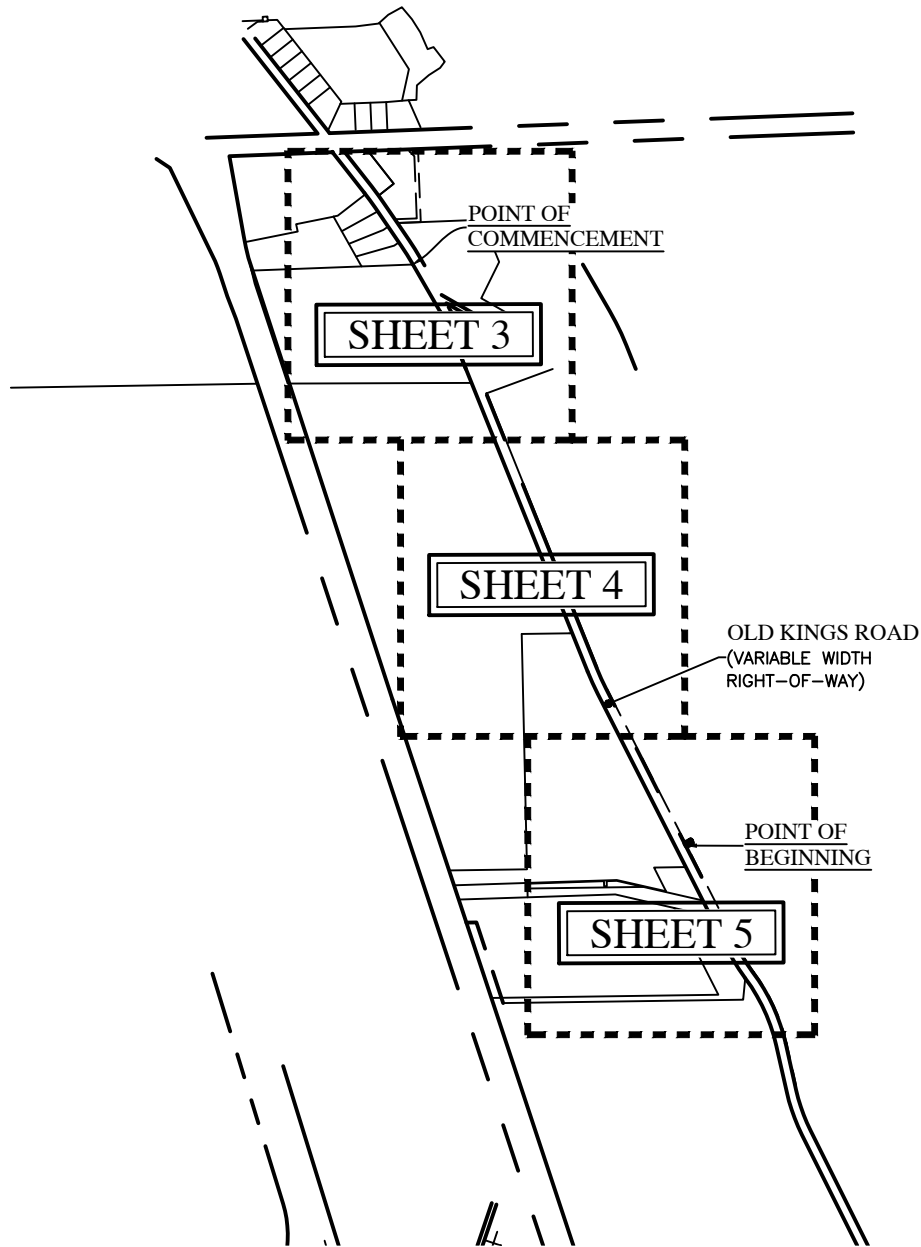
3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 THROUGH 5 FOR SKETCH

David W. Maxwell LS7311	JOB #: Radiance - 60'x30' Easement #3		
	DRAWN: TJS DATE: 02/10/2025 CHECKED: DWM		
	Prepared For: Kolter		
	Revisions		
	DATE	DESCRIPTION	DRAWN
	---	---	---
Central Florida 528 Northlake Blvd, Suite 1040 Altamonte Springs, Florida 32701 Phone: (321) 270-0440 www.geopointsurvey.com Licensed Business No.: LB 7768			
GeoPoint Surveying, Inc.			
FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - ADDITIONAL 60X30 EASEMENT 3 DS.DWG LAST SAVED BY: TYLORS 01 of 05			

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

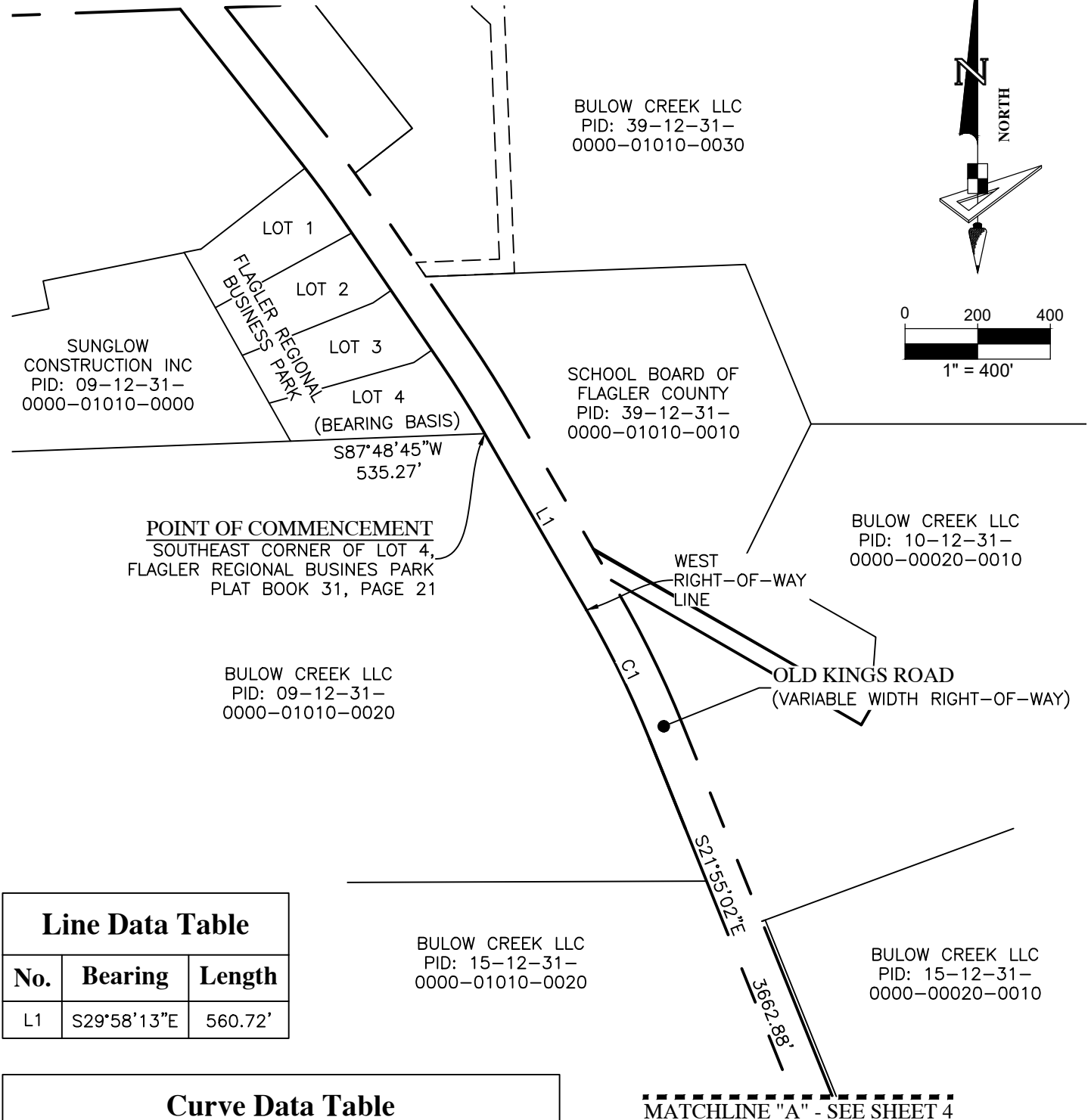
Central Florida
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Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.



Description Sketch

(Not A Survey)



Line Data Table

No.	Bearing	Length
L1	S29°58'13"E	560.72'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	2814.93'	395.65'	8°03'11"	S25°56'38"E	395.32'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurveying.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST
RIGHT-OF-WAY
LINE

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

BULOW CREEK LLC
PID: 15-12-31-
0000-01010-0020

BULOW CREEK LLC
PID: 10-12-31-
0000-00020-0010

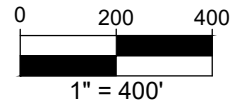
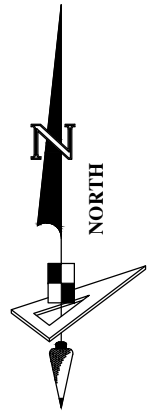
BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

S21°55'02"E

369.288'

C2

MATCHLINE "B" - SEE SHEET 5



Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C2	2914.93'	254.11'	4°59'41"	S24°24'53"E	254.03'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

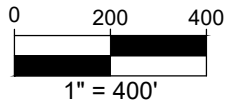
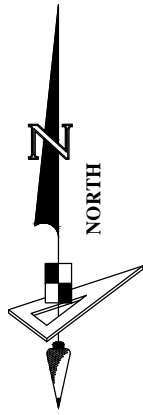
Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768



GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



MATCHLINE "B" - SEE SHEET 4

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

COUNTY OF FLAGLER
PID: 21-12-31-
0000-01040-0020

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

BOARD OF COUNTY
COMMISSIONERS
PID: 21-12-31-
0000-01040-0000

CITY OF PALM COAST
PID: 22-12-31-0000-01020-0000

WEST
RIGHT-OF-WAY
LINE

L4

L3

L6

L2

60'x30' EASEMENT 2
AREA = 0.041± ACRES

L5

POINT OF
BEGINNING

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

Line Data Table

No.	Bearing	Length
L2	S63°05'17"W	109.94'
L3	S63°14'30"W	60.00'
L4	S26°45'30"E	30.00'
L5	N63°14'30"E	60.00'
L6	N26°45'30"W	30.00'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida
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Altamonte Springs, Florida 32701
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GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD 60'x30' Easement 4

A parcel of land lying in Section 39, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road, S 29°58'13" E, a distance of 365.20 feet; thence departing said West Right-of-way line run S.60°01'47"W., a distance of 29.06 feet to the **POINT OF BEGINNING**; thence S.28°47'17"E., a distance of 30.00 feet; thence S.61°12'43"W., a distance of 60.00 feet; thence N.28°47'17"W., a distance of 30.00 feet; thence N.61°12'43"E., a distance of 60.00 feet to the **POINT OF BEGINNING**.

Containing 0.041 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S.87°48'45"W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketch provided by Kimley-Horn on 6/11/2025 in drawing named 20250611-20250605-20250129-EASEMENT MAP 06-05-25.dwg

3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 2 FOR SKETCH

JOB #: **Radiance - 60'x30' Easement #4**

DRAWN: TJS DATE: 06/12/2025 CHECKED: DWM

Prepared For: Kolter

Revisions

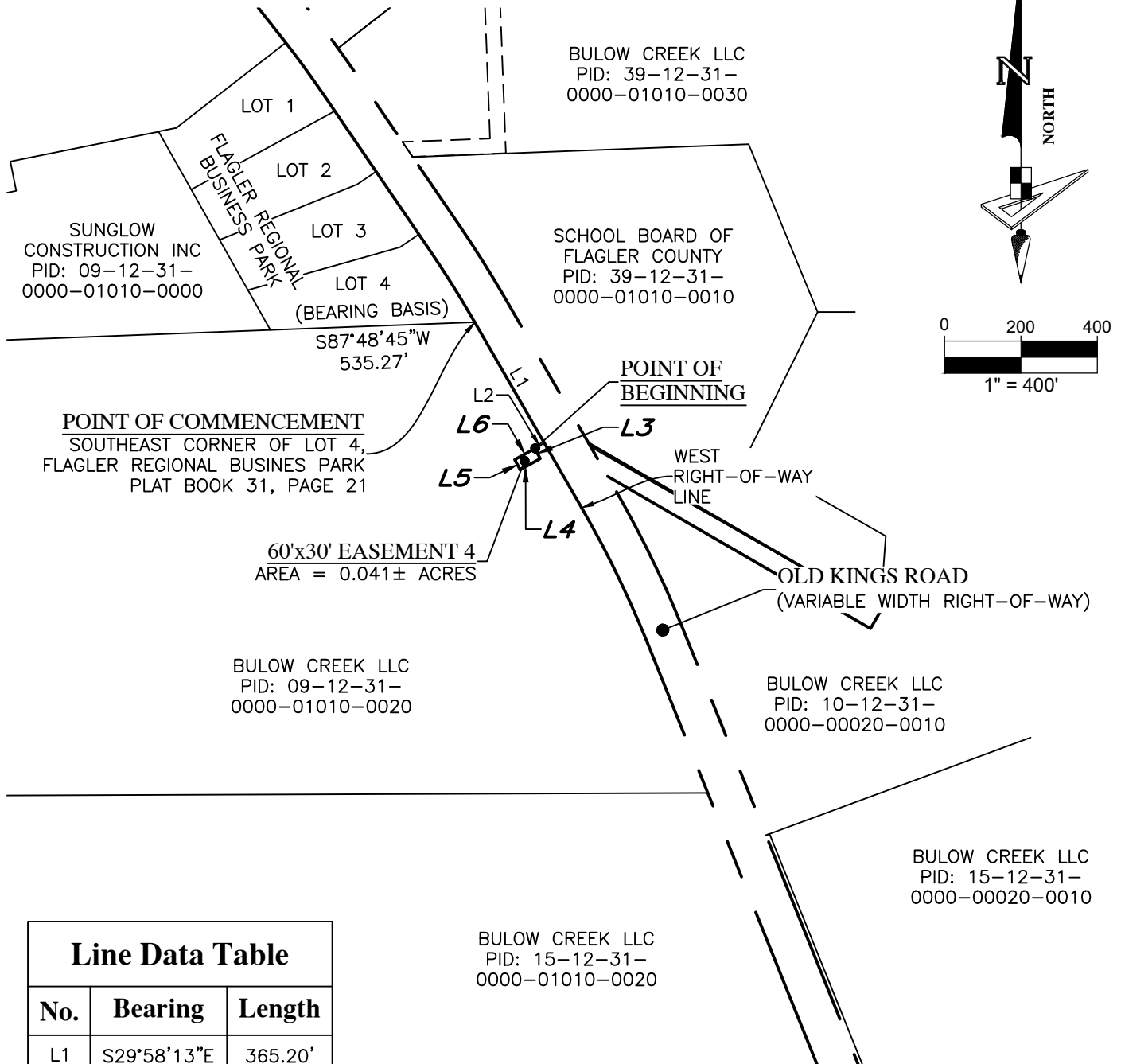
DATE	DESCRIPTION	DRAWN
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---	---	---

David W. Maxwell LS7311

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)



Line Data Table

No.	Bearing	Length
L1	S29°58'13"E	365.20'
L2	S60°01'47"W	29.06'
L3	S28°47'17"E	30.00'
L4	S61°12'43"W	60.00'
L5	N28°47'17"W	30.00'
L6	N61°12'43"E	60.00'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD 20'x20' Easement 5

A parcel of land lying in Section 39, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Three (3) Courses: 1) S.29°58'13"E., a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S.25°56'38"E., 395.32 feet); 3) S.21°55'02"E., a distance of 990.88 feet; thence departing said West Right-of-way line run S.68°04'58"W., a distance of 30.00 feet to the **POINT OF BEGINNING**; thence S.21°55'41"E., a distance of 20.00 feet; thence S.68°04'19"W., a distance of 20.00 feet; thence N.21°55'41"W., a distance of 20.00 feet; thence N.68°04'19"E., a distance of 20.00 feet to the **POINT OF BEGINNING**.

Containing 0.009 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S.87°48'45"W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketch provided by Kimley-Horn on 6/13/2025 in drawing named 20250612_EASEMENT MAP 06-13-25.dwg

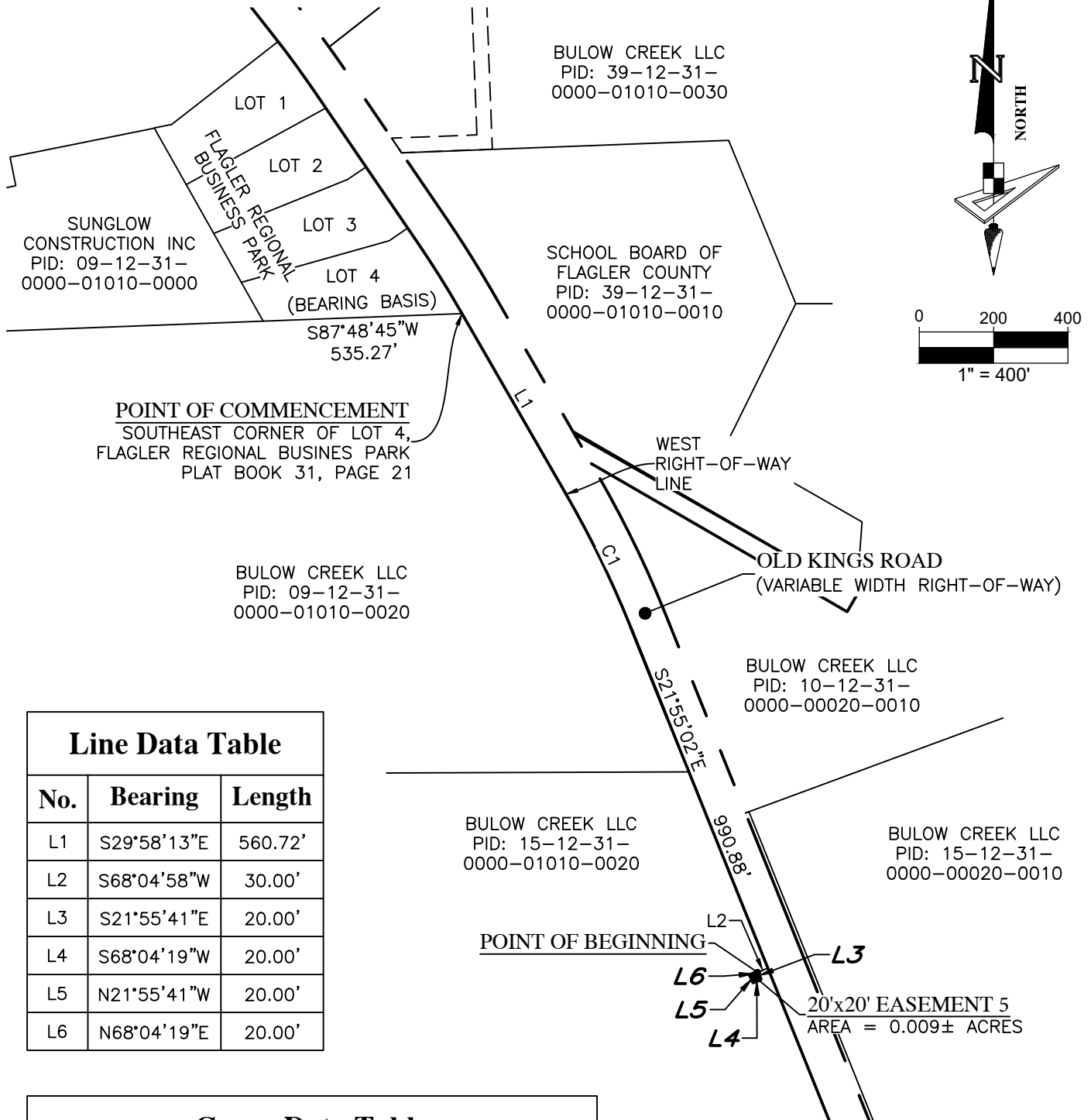
3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEET 1 FOR DESCRIPTION

SEE SHEET 2 FOR SKETCH

David W. Maxwell LS7311	JOB #: Radiance - 20'x20' Easement #5		
	DRAWN: TJS DATE: 06/16/2025 CHECKED: DWM		
	Prepared For: Kolter		
	Revisions		
	DATE	DESCRIPTION	DRAWN
	---	---	---
Central Florida 528 Northlake Blvd, Suite 1040 Altamonte Springs, Florida 32701 Phone: (321) 270-0440 www.geopointsurvey.com Licensed Business No.: LB 7768			
			
GeoPoint Surveying, Inc.			
FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - ADDITIONAL 20X20 EASEMENT 5 DS.DWG LAST SAVED BY: TYLORS 01 of 02			

Description Sketch (Not A Survey)



Line Data Table

No.	Bearing	Length
L1	S29°58'13"E	560.72'
L2	S68°04'58"W	30.00'
L3	S21°55'41"E	20.00'
L4	S68°04'19"W	20.00'
L5	N21°55'41"W	20.00'
L6	N68°04'19"E	20.00'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	2814.93'	395.65'	8°03'11"	S25°56'38"E	395.32'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Altamonte Springs, Florida 32701
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www.geopointsurveying.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD 20'x20' Easement 6

A parcel of land lying in Section 39, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Three (3) Courses: 1) S.29°58'13"E., a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S.25°56'38"E., 395.32 feet); 3) S.21°55'02"E., a distance of 3044.18 feet; thence departing said West Right-of-way line run S.68°04'58"W., a distance of 30.07 feet to the **POINT OF BEGINNING**; thence S.21°55'41"E., a distance of 20.00 feet; thence S.68°04'19"W., a distance of 20.00 feet; thence N.21°55'41"W., a distance of 20.00 feet; thence N.68°04'19"E., a distance of 20.00 feet to the **POINT OF BEGINNING**.

Containing 0.009 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S.87°48'45"W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketch provided by Kimley-Horn on 6/13/2025 in drawing named 20250612_EASEMENT MAP 06-13-25.dwg

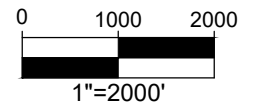
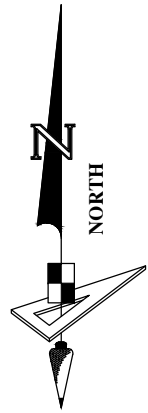
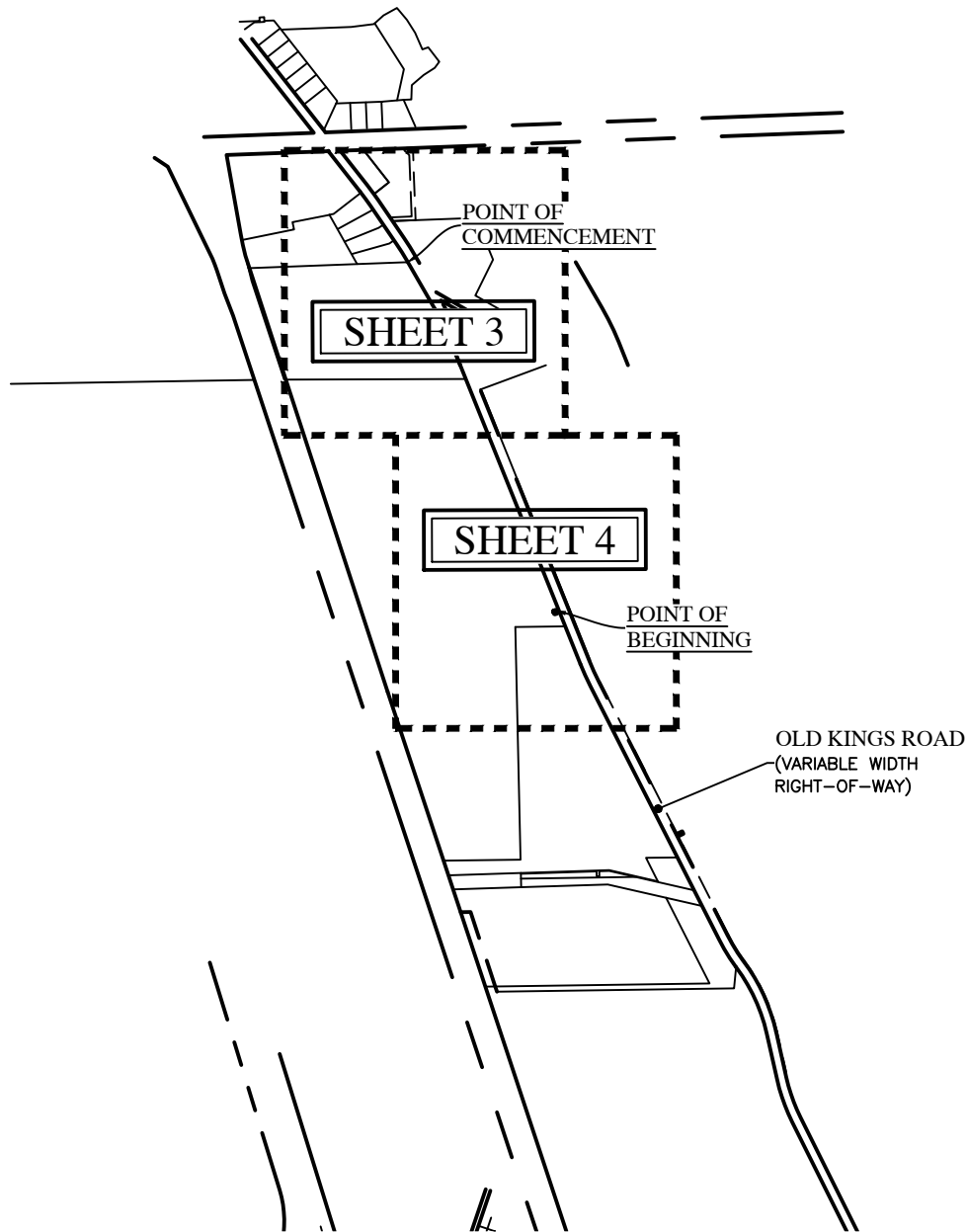
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SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 THROUGH 4 FOR SKETCH

David W. Maxwell LS7311	JOB #: Radiance - 20'x20' Easement #6		
	DRAWN: TJS DATE: 06/16/2025 CHECKED: DWM		
	Prepared For: Kolter		
	Revisions		
	DATE	DESCRIPTION	DRAWN
	---	---	---
Central Florida 528 Northlake Blvd, Suite 1040 Altamonte Springs, Florida 32701 Phone: (321) 270-0440 www.geopointsurvey.com Licensed Business No.: LB 7768			
 GeoPoint Surveying, Inc.			
FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - ADDITIONAL 20X20 EASEMENT 6 DS.DWG LAST SAVED BY: TYLORS 01 of 04			

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 4 FOR SKETCH

See Sheet 1 for Signature & Revisions

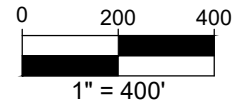
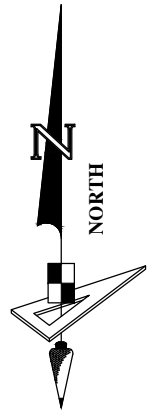
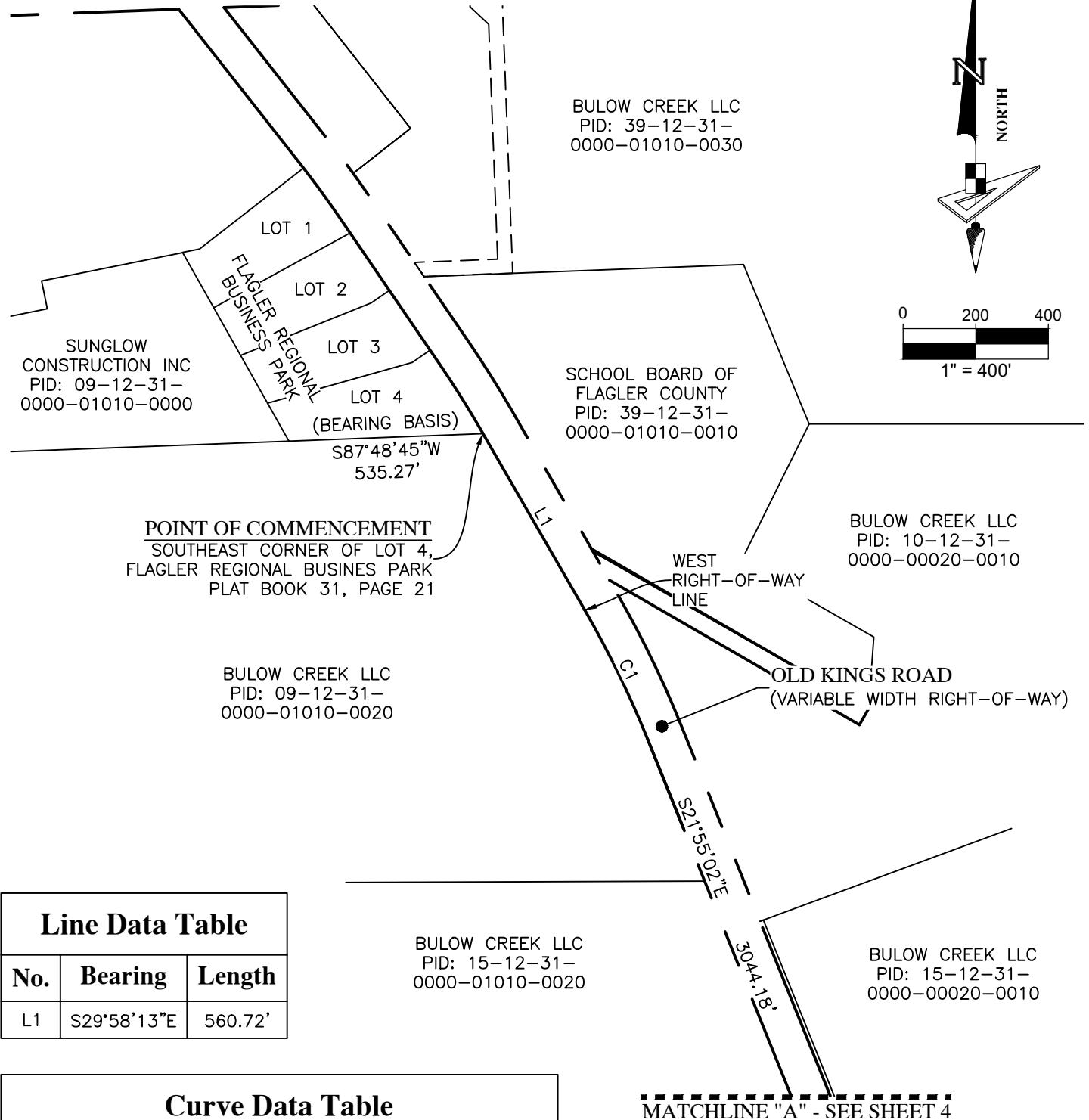
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528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.



Description Sketch

(Not A Survey)



See Sheet 1 for Signature & Revisions

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Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurveying.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST
RIGHT-OF-WAY
LINE

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

S21°55'02"E

3044.18'

BULOW CREEK LLC
PID: 15-12-31-
0000-01010-0020

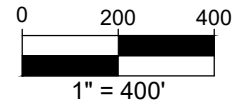
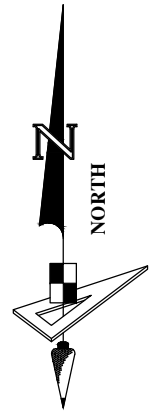
BULOW CREEK LLC
PID: 10-12-31-
0000-00020-0010

POINT OF BEGINNING

L2
L3
L6
L5
L4

20'x20' EASEMENT 6
AREA = 0.009± ACRES

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000



Line Data Table

No.	Bearing	Length
L2	S68°04'58"W	30.07'
L3	S21°55'41"E	20.00'
L4	S68°04'19"W	20.00'
L5	N21°55'41"W	20.00'
L6	N68°04'19"E	20.00'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 4 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

RADIANCE - OLD KINGS ROAD 20'x20' Easement 7

A parcel of land lying in Section 39, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida; thence run along the West Right-of-way line of Old Kings Road the following Five (5) Courses: 1) S.29°58'13"E., a distance of 560.72 feet; 2) thence Southeasterly, 395.65 feet along the arc of a tangent curve to the left having a radius of 2814.93 feet and a central angle of 08°03'11" (chord bearing S.25°56'38"E., 395.32 feet); 3) S.21°55'02"E., a distance of 3662.88 feet; 4) thence southeasterly, 254.11 feet along the arc of a tangent curve to the left having a radius of 2914.93 feet and a central angle of 04°59'41" (chord bearing S.24°24'53"E., 254.03 feet); 5) S.26°54'43"E., a distance of 1807.74 feet; thence departing said West Right-of-way line run S.63°05'17"W., a distance of 30.13 feet to the **POINT OF BEGINNING**; thence S.27°09'01"E., a distance of 20.00 feet; thence S.62°50'59"W., a distance of 20.00 feet; thence N.27°09'01"W., a distance of 20.00 feet; thence N.62°50'59"E., a distance of 20.00 feet to the **POINT OF BEGINNING**

Containing 0.009 acres, more or less.

NOTE:

1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S.87°48'45"W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

2) Base Linework for Sketch provided by Kimley-Horn on 6/13/2025 in drawing named 20250612_EASEMENT MAP 06-13-25.dwg

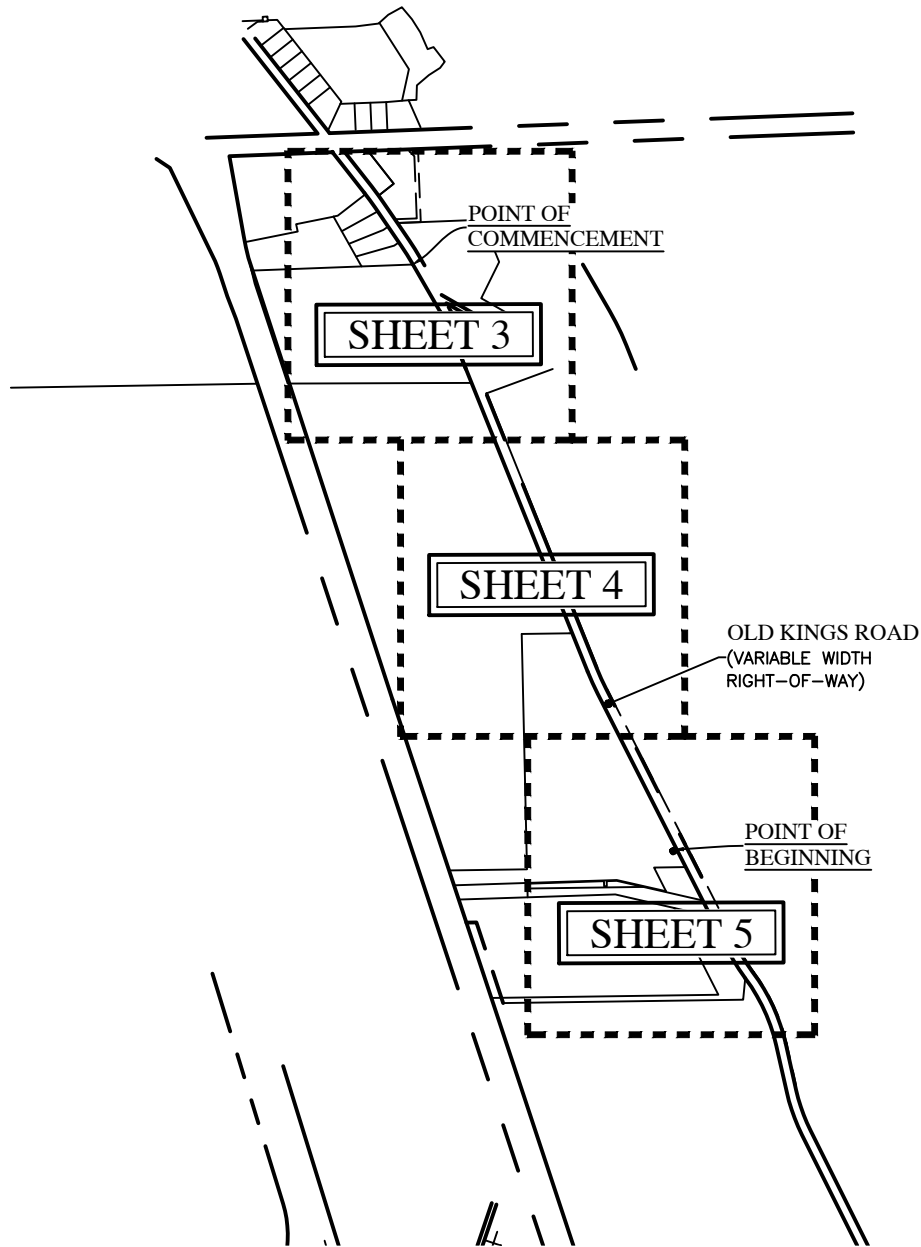
3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 THROUGH 5 FOR SKETCH

David W. Maxwell LS7311	JOB #: Radiance - 20'x20' Easement #7		
	DRAWN: TJS DATE: 06/16/2025 CHECKED: DWM		
	Prepared For: Kolter		
	Revisions		
	DATE	DESCRIPTION	DRAWN
	---	---	---
Central Florida 528 Northlake Blvd, Suite 1040 Altamonte Springs, Florida 32701 Phone: (321) 270-0440 www.geopointsurvey.com Licensed Business No.: LB 7768			
GeoPoint Surveying, Inc.			
FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - ADDITIONAL 20X20 EASEMENT 7 DS.DWG LAST SAVED BY: TYLORS 01 of 05			

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

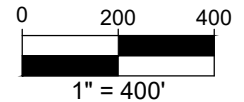
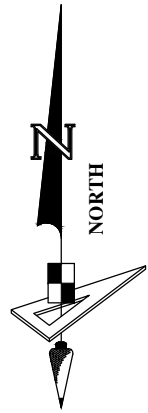
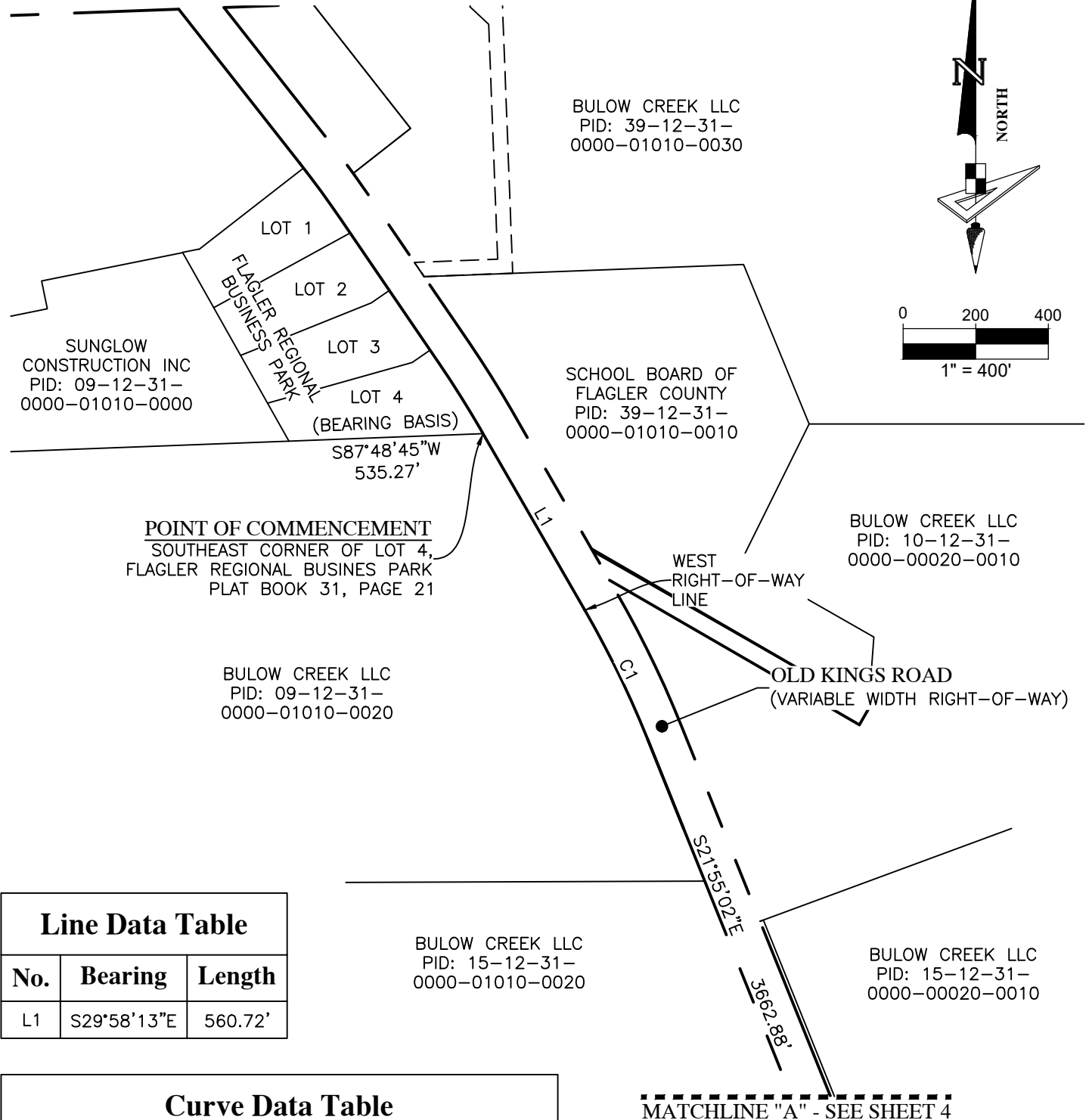
See Sheet 1 for Signature & Revisions

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Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



Line Data Table

No.	Bearing	Length
L1	S29°58'13"E	560.72'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	2814.93'	395.65'	8°03'11"	S25°56'38"E	395.32'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

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528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST
RIGHT-OF-WAY
LINE

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

BULOW CREEK LLC
PID: 15-12-31-
0000-01010-0020

BULOW CREEK LLC
PID: 10-12-31-
0000-00020-0010

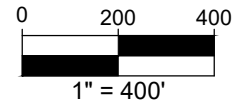
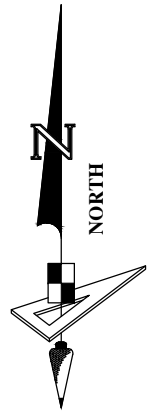
BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

S21°55'02"E

369.288'

C2

MATCHLINE "B" - SEE SHEET 5



Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C2	2914.93'	254.11'	4°59'41"	S24°24'53"E	254.03'

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

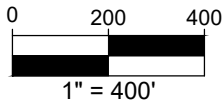
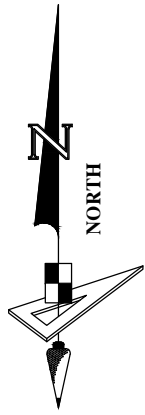
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Altamonte Springs, Florida 32701
Phone: (321) 270-0440
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Licensed Business No.: LB 7768



GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)



MATCHLINE "B" - SEE SHEET 4

BOARD OF COUNTY
COMMISSIONERS
PID: 15-12-31-
0000-01020-0000

WEST
RIGHT-OF-WAY
LINE

POINT OF BEGINNING

COUNTY OF FLAGLER
PID: 21-12-31-
0000-01040-0020

20'x20' EASEMENT 7
AREA = 0.009± ACRES

CITY OF PALM COAST
PID: 22-12-31-0000-01020-0000

COUNTY OF FLAGLER
PID: 21-12-31-0000-01040-0020

OLD KINGS ROAD
(VARIABLE WIDTH
RIGHT-OF-WAY)

BOARD OF COUNTY
COMMISSIONERS
PID: 21-12-31-
0000-01040-0000

Line Data Table

No.	Bearing	Length
L2	S63°05'17"W	30.13'
L3	S27°09'01"E	20.00'
L4	S62°50'59"W	20.00'
L5	N27°09'01"W	20.00'
L6	N62°50'59"E	20.00'

NOTE:

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SHEET LAYOUT
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

Central Florida
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Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

EXHIBIT 14

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

FINANCIAL STATEMENTS

September 30, 2024

RADIANCE COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
September 30, 2024

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INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors
Radiance Community Development District
Flagler County, Florida

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Radiance Community Development District, Flagler County, Florida ("District") as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated May 28, 2025, on our consideration of the Radiance Community Development District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated May 28, 2025 on our consideration of the District's compliance with requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation Standards established by the American Institute of Certified Public Accountants.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.

Fort Pierce, Florida

May 28, 2025

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2024

Our discussion and analysis of Radiance Community Development District, Flagler County, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$1,280,596.
- The change in the District's total net position in comparison with the prior fiscal year was \$712,776, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$20,385. A portion of fund balance is restricted for capital repairs and replacement, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2024

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance and operations.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two individual governmental funds for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and capital projects fund. All funds are major funds. The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2024

GOVERNMENT WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year. A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure). These assets are used to provide services to residents; consequently, these assets are not available for future spending. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

Key components of net position were as follows:

Statement of Net Position

	2024	2023
Current assets	\$ 158,811	\$ 540,805
Capital assets	1,260,211	569,515
Total assets	1,419,022	1,110,320
Current liabilities	138,426	542,500
Total liabilities	138,426	542,500
Net position		
Net invested in capital assets	1,128,599	39,683
Restricted for capital projects	151,149	529,832
Unrestricted	848	(1,695)
Total net position	\$ 1,280,596	\$ 567,820

The District's net position increased during the most recent fiscal year. The majority of the change represents the degree to which program revenues exceeded ongoing cost of operations.

Key elements of the District's change in net position are reflected in the following table:

Change in Net Position

	2024	2023
Program revenues	\$ 756,729	\$ 612,831
Total revenues	756,729	612,831
Expenses		
General government	43,953	45,011
Total expenses	43,953	45,011
Change in net position	712,776	567,820
Net position - beginning of period	567,820	-
Net position - end of year	\$ 1,280,596	\$ 567,820

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2024

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$43,953, which primarily consisted of costs associated with constructed and maintaining certain capital improvements. The costs of the District's activities were funded by developer contributions.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

The variance between budgeted and actual general fund revenues is considered significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

CAPITAL ASSETS

Capital Assets

At September 30, 2024, the District had \$1,260,211 invested in construction in process. Construction in process has not completed as of September 30, 2024 and therefore is not depreciated to date. Once projects are complete, items will transfer to depreciable assets. More detailed information about the District's capital assets is presented in the notes of the financial statements.

ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION

For the fiscal year 2025, the District anticipates that the cost of general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget, an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Radiance Community Development District's Finance Department at 250 International Parkway, Suite 208, Lake Mary, Florida, 32746.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT**STATEMENT OF NET POSITION**

September 30, 2024

	<u>GOVERNMENTAL ACTIVITIES</u>
ASSETS	
Cash and cash equivalents	\$ 132,239
Accounts receivable	26,572
Capital assets:	
Non-depreciable	<u>1,260,211</u>
TOTAL ASSETS	<u><u>\$ 1,419,022</u></u>
LIABILITIES	
Accounts payable and accrued expenses	<u>\$ 138,426</u>
TOTAL LIABILITIES	<u>138,426</u>
NET POSITION	
Net investment in capital assets	1,128,599
Restricted for:	
Capital projects	151,149
Unrestricted	<u>848</u>
TOTAL NET POSITION	<u><u>\$ 1,280,596</u></u>

The accompanying notes are an integral part of this financial statement

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF ACTIVITIES Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Charges for	Operating	Revenues and
		Services	Contributions	Changes in Net
				Position
				Governmental
				Activities
Governmental activities				
General government	\$ 43,953	\$ -	\$ 756,729	\$ 712,776
Total governmental activities	<u>\$ 43,953</u>	<u>\$ -</u>	<u>\$ 756,729</u>	<u>712,776</u>
Change in net position				712,776
Net position - October 1, 2023				<u>567,820</u>
Net position - September 30, 2024				<u><u>\$ 1,280,596</u></u>

The accompanying notes are an integral part of this financial statement

RADIANCE COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET – GOVERNMENTAL FUNDS
September 30, 2024

	MAJOR FUNDS		TOTAL
	GENERAL	CAPITAL PROJECTS	GOVERNMENTAL FUNDS
<u>ASSETS</u>			
Cash and cash equivalents	\$ 1,097	\$ 131,142	\$ 132,239
Accounts receivable	6,565	20,007	26,572
TOTAL ASSETS	<u>\$ 7,662</u>	<u>\$ 151,149</u>	<u>\$ 158,811</u>
<u>LIABILITIES AND FUND BALANCES</u>			
LIABILITIES			
Accounts payable and accrued expenses	\$ 6,814	\$ 131,612	\$ 138,426
TOTAL LIABILITIES	<u>6,814</u>	<u>131,612</u>	<u>138,426</u>
FUND BALANCES			
Restricted for:			
Capital projects	-	19,537	19,537
Unassigned	848	-	848
TOTAL FUND BALANCES	<u>848</u>	<u>19,537</u>	<u>20,385</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 7,662</u>	<u>\$ 151,149</u>	<u>\$ 158,811</u>

The accompanying notes are an integral part of this financial statement

RADIANCE COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2024

Total Governmental Fund Balances in the Balance Sheet	\$ 20,385
Amount reported for governmental activities in the Statement of Net Assets are different because:	
Capital asset used in governmental activities are not financial resources and therefore are not reported in the governmental funds:	
Governmental capital assets	1,260,211
Net Position of Governmental Activities	<u>\$ 1,280,596</u>

The accompanying notes are an integral part of this financial statement

RADIANCE COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
Year Ended September 30, 2024

	MAJOR FUNDS		TOTAL
	GENERAL	CAPITAL PROJECTS	GOVERNMENTAL FUNDS
REVENUES			
Developer contributions	\$ 39,307	\$ 717,422	\$ 756,729
TOTAL REVENUES	<u>39,307</u>	<u>717,422</u>	<u>756,729</u>
EXPENDITURES			
General government	36,764	7,189	43,953
Capital outlay	-	690,696	690,696
TOTAL EXPENDITURES	<u>36,764</u>	<u>697,885</u>	<u>734,649</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>2,543</u>	<u>19,537</u>	<u>22,080</u>
FUND BALANCE			
Beginning of year	(1,695)	-	(1,695)
End of year	<u>\$ 848</u>	<u>\$ 19,537</u>	<u>\$ 20,385</u>

The accompanying notes are an integral part of this financial statement

RADIANCE COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
Year Ended September 30, 2024

Net Change in Fund Balances - Total Governmental Funds	\$ 22,080
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Amount reported for governmental activities in the Statement of Activities
are different because:

Governmental funds report capital outlays as expenditures. However,
in the Statement of Activities, the costs of those assets are depreciated
over their estimated useful lives:

Capital outlay	690,696
Change in Net Position of Governmental Activities	<u><u>\$ 712,776</u></u>

The accompanying notes are an integral part of this financial statement

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2024

NOTE A- NATURE OF ORGANIZATION AND REPORTING ENTITY

Radiance Community Development District ("District") was created on July 11, 2022 by the Board of County Commissioner of Flagler County, Florida Ordinance No. 2022-11 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The majority of the Board members are affiliated with the Developer. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing Improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2024

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other Items not included among program revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the economic financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are recorded when a liability is incurred, as under accrual accounting.

Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations are billed and collected by the County Tax Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2024

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Capital Projects Fund

The capital projects fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure with the District.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2024

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Deposits and Investments (continued)

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2024

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Unearned Revenue/Deferred Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

The statement of net position reports contains, as applicable, a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. For example, the District would record deferred outflows of resources related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

The statement of net position reports contains, as applicable, a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until that time. For example, when an asset is recorded in the governmental fund financial statements, but the revenue is not available, the District reports a deferred inflow of resources until such times as the revenue becomes available.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2024

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Deferred Outflows/Inflows of Resources

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one item, deferred revenue, which qualifies for reporting in this category.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

Committed fund balance - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance - Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board can assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2024

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE C - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE D – DEPOSITS

Deposits

The District's cash balances, including certificates of deposit, were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2024

NOTE E - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	<u>Balance</u> <u>10/01/2023</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance</u> <u>09/30/2024</u>
Governmental activities:				
Capital assets, not being depreciated:				
Construction in process	<u>\$ 569,515</u>	<u>\$ 690,696</u>	<u>\$ -</u>	<u>\$ 1,260,211</u>
Total capital assets, not being depreciated	<u>569,515</u>	<u>690,696</u>	<u>-</u>	<u>1,260,211</u>
Governmental activities capital assets - net	<u>\$ 569,515</u>	<u>\$ 690,696</u>	<u>\$ -</u>	<u>\$ 1,260,211</u>

NOTE F – DEVELOPER TRANSACTIONS

During the current fiscal year, the Developer contributions to the general fund were \$39,307 and to the capital projects fund were \$717,422.

The Developer owns a portion of land within the District; therefore, future assessment revenues in the debt service funds include the assessments levied on those lots owned by the Developer.

NOTE G - MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE H - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

NOTE I – CONCENTRATION

The Districts activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District operations.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL – GENERAL FUND
Year Ended September 30, 2024

	<u>* BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE WITH FINAL BUDGET POSITIVE (NEGATIVE)</u>
REVENUES			
Developer contributions	<u>\$ 179,155</u>	<u>\$ 39,307</u>	<u>\$ (139,848)</u>
TOTAL REVENUES	<u>179,155</u>	<u>39,307</u>	<u>(139,848)</u>
EXPENDITURES			
Current			
General government	<u>179,155</u>	<u>36,764</u>	<u>142,391</u>
TOTAL EXPENDITURES	<u>179,155</u>	<u>36,764</u>	<u>142,391</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$ -</u>	<u>2,543</u>	<u>\$ 2,543</u>
FUND BALANCES			
Beginning of year		<u>(1,695)</u>	
End of year		<u>\$ 848</u>	

* Original and final budget.

RADIANCE COMMUNITY DEVELOPMENT DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

The variance between budgeted and actual general fund revenues is considered significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING
STANDARDS*

To the Board of Supervisors
Radiance Community Development District
Flagler County, Florida

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Radiance Community Development District, as of September 30, 2024 and for the year ended September 30, 2024, which collectively comprise Radiance Community Development District's basic financial statements and have issued our report thereon dated May 28, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



DiBartolomeo, McBee, Hartley & Barnes, P.A.

Fort Pierce, Florida

May 28, 2025

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF
SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Radiance Community Development District
Flagler County, Florida

We have examined Radiance Community Development District, Flagler County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Radiance Community Development District, Flagler County, Florida and is not intended to be and should not be used by anyone other than these specified parties.



DiBartolomeo, McBee Hartley & Barnes, P.A.
Fort Pierce, Florida
May 28, 2025

Management Letter

To the Board of Supervisors
Radiance Community Development District
Flagler County, Florida

Report on the Financial Statements

We have audited the financial statements of the Radiance Community Development District ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated May 28, 2025.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 28, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the District did not authorize a PACE program pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the District's geographical boundaries during the fiscal year under audit.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Radiance Community Development District reported:

- a. The total number of district employees compensated in the last pay period of the District's fiscal year as N/A.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 1.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as N/A.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$22,903.
- e. The District does not have any construction projects with a total cost of at least \$65,000 that are scheduled to begin on or after October 1 of the fiscal year being reported.
- f. The District did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Radiance Community Development District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District as N/A.
- b. The total amount of special assessments collected by or on behalf of the District as N/A.
- c. The total amount of outstanding bonds issued by the district as N/A.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
May 28, 2025

EXHIBIT 15

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025-2026 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Radiance Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025-2026 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025-2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 25th day of August, 2025.

ATTEST:

RADIANCE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Comp. Exhibit A: Fiscal Year 2025-2026 Annual Meeting Schedule

EXHIBIT "A"

BOARD OF SUPERVISORS MEETING DATES RADIANCE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025-2026

The Board of Supervisors of the Radiance Community Development District will hold their regular meetings for Fiscal Year 2025-2026 at Hilton Garden Inn at 55 Town Center Blvd., Palm Coast, Florida 32164, at 11:00 a.m. unless otherwise indicated as follows:

October 27, 2025
November 24, 2025
December 22, 2025
January 26, 2026
February 23, 2026
March 23, 2026
April 27, 2026
May 25, 2026 – Memorial Day – Vesta Closed
June 22, 2026
July 27, 2026
August 24, 2026
September 28, 2026

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from 250 International Parkway, Suite 208, Lake Mary, Florida 32746 or by calling (321) 263-0132.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (877) 276-0889 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

EXHIBIT 16

**Radiance Community Development District
Performance Measures/Standards and Annual Reporting Form
10/1/2025-9/30/2026**

1. Public Meeting Compliance

Goal: Hold regular Board of Supervisors Meetings at least 3 times during FY 2026

Measurement: Number of regular Board meetings held as verified with meeting minutes

Achieved: Yes _____; No _____

2. Access to Records Compliance

Goal: Ensure that meeting minutes and other public records are available and accessible to the public

Measurement: District staff will review District's website at least once every 6 months to verify documents or links are provided on the District's website

Achieved: Yes _____; No _____

3. District Engineer or Field Operations Manager Site Inspection

Goal: Ensure that District Engineer or Field Operations Manager conduct annual inspection of the infrastructure owned by the District (if Applicable)

Measurement: The District Engineer or the Field Operations Manager will report to the Board when this inspection has occurred

Achieved: Yes _____; No _____

4. Annual Budget Preparation

Goal: Approve the preliminary budget for FY 2027 by date set by Florida Statute and Adopt the final budget for FY 2027 by date set by Florida Statute

Measurement: Preliminary budget approved and final budget adopted by dates set by Florida Statute

Achieved: Yes _____; No _____

5. Financial Audit

Goal: Accept the FY 2025 annual audit by July 1, 2026

Measurement: Whether the Board approves a motion to accept the annual audit before July 1, 2026

Achieved: Yes _____; No _____