



## ***COMMUNITY DEVELOPMENT DISTRICT***

### ***Advanced Meeting Package***

#### ***Regular Meeting***

***Monday  
October 27, 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

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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 of the Board of Supervisors of the Radiance Community Development District is scheduled for **Monday, October 27, 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](mailto: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, October 27, 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

## *Revised Agenda*

### **I. Roll Call**

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

### **III. Consent Agenda**

- A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on August 25, 2025 [Exhibit 1](#)  
[Pgs. 6-9](#)
- B. Consideration for Acceptance – The September 2025 Unaudited Financial Statements [Exhibit 2](#)  
[Pgs. 11-19](#)
- C. Ratification of Southern Underground Industries, Inc. Change Orders [Exhibit 3](#)  
[Pgs. 21-51](#)
  - 1. CO #7
  - 2. CO #10
  - 3. CO #11
  - 4. CO #12
  - 5. CO #13
  - 6. CO #14
  - 7. CO #15
  - 8. CO #16
- D. Ratification of Hazen Construction, LLC Contract Addendum – Phase 1 Utility [Exhibit 4](#)  
[Pgs. 53-102](#)
- E. Ratification of Requisition Phase 1 Earthwork & Clearing [Exhibit 5](#)  
[Pgs. 104-121](#)
- F. Ratification of TLC Land Consulting, LLC Agreement [Exhibit 6](#)  
[Pgs. 123-126](#)
- G. Ratification of Hazen Construction, LLC Contract Addendum – Cresswind Phase 1 [Exhibit 7](#)  
[Pgs. 128-179](#)
- H. Ratification of Bulow City & CDD First Amendment to Settlement Agreement [Exhibit 8](#)  
[Pgs. 181-275](#)
- I. Ratification of Amended Offsite Utility Easement [Exhibit 9](#)  
[Pgs. 277-318](#)

#### **IV. Business Matters**

- A. Consideration & Adoption of **Resolution 2026-01**, Ratifying Sale of Bonds & Levy of Assessments, Series 2025 [Exhibit 10](#)  
[Pgs. 320-321](#)
- B. **Consideration of Termination of District Management Agreement**
- C. **Consideration & Adoption of Resolution 2026-02, Appointing District Manager** [Exhibit 11](#)  
[Pgs. 323-344](#)
- D. Consideration & Adoption of **Resolution 2026-03**, Re-Designating Officers [Exhibit 12](#)  
[Pgs. 346-347](#)
- E. Consideration & Adoption of **Resolution 2026-04**, Designating Authorized Signatories [Exhibit 13](#)  
[Pg. 349](#)
- F. Consideration & Adoption of **Resolution 2026-05**, Designating Administrative Office [Exhibit 14](#)  
[Pg. 351](#)
- G. Consideration & Adoption of **Resolution 2026-06**, Adopting Amended Meeting Schedule [Exhibit 15](#)  
[Pgs. 353-354](#)

#### **V. Staff Reports**

- A. District Counsel
- B. District Engineer
- C. District Manager

#### **VI. Supervisors' Requests**

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

#### **VIII. Adjournment**



# EXHIBIT 1

1 **MINUTES OF MEETING**

2 **RADIANCE**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting and Budget Public Hearing of the Board of Supervisors of the Radiance  
5 Community Development District was held on Monday, August 25, 2025 at 11:35 a.m., at the Hilton  
6 Garden Inn, 55 Town Center Blvd., 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> ;<br>13 <i>joined in progress</i> ) | Board Supervisor, Assistant Secretary |
| 14 Timothy Smith                                                           | Board Supervisor, Assistant Secretary |

15 Also, present were:

|                                        |                                           |
|----------------------------------------|-------------------------------------------|
| 16 David McInnes                       | District Manager, Vesta District Services |
| 17 Jere Earlywine ( <i>via phone</i> ) | District Counsel, Kutak Rock              |

18 *The following is a summary of the discussions and actions taken at the August 25, 2025 Radiance CDD*  
19 *Board of Supervisors Regular Meeting and Budget Public Hearing. Audio for this meeting is available upon*  
20 *public records request by emailing [PublicRecords@vestapropertyservices.com](mailto:PublicRecords@vestapropertyservices.com).*

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

23 There being none, the next item followed.

24 **THIRD ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

25 *The regular meeting was recessed at approximately 11:36 a.m. for the purpose of holding the FY*  
26 *2026 budget public hearing.*

27 **FOURTH ORDER OF BUSINESS – Public Hearings**

28 A. FY 2025-2026 Budget Public Hearing

29 1. Open the Public Hearing

30 On a MOTION by Mr. Fife, SECONDED by Ms. Kiernan, WITH ALL IN FAVOR, the Board opened the  
31 FY 2025-2026 Budget Public Hearing at 11:36 a.m., for the Radiance Community Development District.

32 2. Exhibit 2: Presentation of FY 2025-2026 Budget

33 *Supervisor Faulkner joined via phone at approximately 11:36 a.m.*

34 3. Public Comments

35 There being none, the next item followed.

36  
37  
38

4. Close the Public Hearing

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board closed opened the FY 2025-2026 Budget Public Hearing at 11:38 a.m., for the Radiance Community Development District.

*The regular meeting was reconvened at this time.*

5. Exhibit 3: Consideration & Adoption of **Resolution 2025-08**, Adopting FY 2025-2026 Budget

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-08**, Adopting FY 2025-2026 Budget, for the Radiance Community Development District.

6. Exhibit 4: Consideration of FY 2025-2026 Deficit Funding Agreement

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the FY 2025-2026 Deficit Funding Agreement, for the Radiance Community Development District.

*The regular meeting was recessed at approximately 11:39 a.m. for the purpose of holding the FY 2025-2026 O&M Assessments Public Hearing.*

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

1. Open the Public Hearing

On a MOTION by Mr. Fife, SECONDED by Ms. Kiernan, WITH ALL IN FAVOR, the Board opened the FY 2025-2026 O&M Assessments Public Hearing at 11:39 a.m., for the Radiance Community Development District.

2. Public Comments

There being none, the next item followed.

3. Close the Public Hearing

On a MOTION by Mr. Fife, SECONDED by Ms. Kiernan, WITH ALL IN FAVOR, the Board closed the FY 2025-2026 O&M Assessments Public Hearing at 11:40 a.m., for the Radiance Community Development District.

*The regular meeting was reconvened at this time.*

4. Exhibit 5: Consideration & Adoption of **Resolution 2025-09**, Levying Assessments

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-09**, Levying Assessments, for the Radiance Community Development District.

**FIFTH ORDER OF BUSINESS – Consent Agenda**

A. Exhibit 6: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on April 28, 2025

B. Exhibit 7: Consideration for Acceptance – The May 2025 Unaudited Financial Statements

C. Exhibit 8: Consideration for Acceptance – The June 2025 Unaudited Financial Statements

D. Exhibit 9: Consideration for Acceptance – The July 2025 Unaudited Financial Statements

E. Ratification of Change Orders

1. Exhibit 10: Change Order #4 – Southern Unground Industries, Inc.
2. Exhibit 11: Change Order #5 – Southern Unground Industries, Inc.
3. Exhibit 12: Change Order #6 – Southern Unground Industries, Inc.

F. Exhibit 13: Ratification of Settlement Agreement & General Release

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.

**SIXTH ORDER OF BUSINESS – Business Matters**

A. Exhibit 14: Presentation & Consideration of FY 2024 Audited Annual Financial Report

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board accepted the FY 2024 Audited Annual Financial Report, for the Radiance Community Development District.

B. Exhibit 15: Consideration & Adoption of **Resolution 2025-10**, Approving FY 2025-2026 Meeting Schedule

On a MOTION by Mr. Smith, SECONDED by Mr. Fife, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-10**, Approving FY 2025-2026 Meeting Schedule, as amended, moving the 05/25/2026 meeting to 05/27/2026, for the Radiance Community Development District.

**SEVENTH ORDER OF BUSINESS – Staff Reports**

A. District Counsel

Mr. Earlywine provided an update on the upcoming bond closing.

B. District Engineer

The District Engineer was not present.

C. District Manager

1. Exhibit 16: Consideration of FY 2026 Performance Standards & Measures

On a MOTION by Mr. Fife, SECONDED by Mr. Smith, WITH ALL IN FAVOR, the Board approved the FY 2026 Performance Standards & Measures, for the Radiance Community Development District.

**EIGHTH ORDER OF BUSINESS – Supervisors' Requests**

Mr. Fife suggested that they send a \$10,000.00 funding request to the developer.

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

There being none, the next item followed.

**TENTH 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 11:46 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 October 27, 2025.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title:   ☐ Secretary   ☐ Assistant Secretary

Title:   ☐ Chairman   ☐ Vice Chairman

## EXHIBIT 2

*Radiance*  
*Community Development District*

*Financial Statements*  
*(Unaudited)*

*Period Ending*  
*September 30, 2025*



**Radiance CDD**  
**Balance Sheet**  
**September 30, 2025**

|                                             | General<br>Fund  | 2025 Debt<br>Service | 2025<br>Acq & Const  | Capital Projects<br>Fund | Total                |
|---------------------------------------------|------------------|----------------------|----------------------|--------------------------|----------------------|
| <b>Assets:</b>                              |                  |                      |                      |                          |                      |
| Cash                                        | \$ 361           | \$ -                 | \$ -                 | \$ 880,419               | \$ 880,781           |
| Investments:                                |                  |                      |                      |                          |                      |
| Revenue Fund - DS 2025                      |                  | -                    | -                    |                          | -                    |
| Reserve Fund - DS 2025                      |                  | 1,290,100            | -                    |                          | 1,290,100            |
| Capital Interest Fund - DS 2025             |                  | 691,291              | -                    |                          | 691,291              |
| Interest Fund - DS 2025                     |                  | -                    | -                    |                          | -                    |
| Principal Fund - DS 2025                    |                  | -                    | -                    |                          | -                    |
| Sinking Fund - DS 2025                      |                  | -                    | -                    |                          | -                    |
| Prepayment Fund - DS 2025                   |                  | -                    | -                    |                          | -                    |
| Cost of Issuance Fund - DS 2025             |                  | 5,400                | -                    |                          | 5,400                |
| Acquisition & Construction Fund - 2025      |                  | -                    | 14,702,083           |                          | 14,702,083           |
| Accounts Receivable                         | 18,066           | -                    | -                    | 1,023,188                | 1,041,254            |
| Due to Developer                            | -                | -                    | -                    | 19,330                   | 19,330               |
| Deposits                                    | -                | -                    | -                    | -                        | -                    |
| Prepaid Items                               | -                | -                    | -                    | -                        | -                    |
| <b>Total Assets</b>                         | <b>18,427</b>    | <b>1,986,791</b>     | <b>14,702,083</b>    | <b>1,922,938</b>         | <b>18,630,239</b>    |
| <b>Liabilities:</b>                         |                  |                      |                      |                          |                      |
| Accounts Payable                            | 8,568            | -                    | -                    | 3,648,720                | 3,657,288            |
| <b>Fund Balance:</b>                        |                  |                      |                      |                          |                      |
| Nonspendable:                               |                  |                      |                      |                          | -                    |
| Deposits & Prepaids                         | -                | -                    | -                    | -                        | -                    |
| Restricted for:                             |                  |                      |                      |                          | -                    |
| Debt Service                                | -                | 1,986,791            | -                    | -                        | 1,986,791            |
| Capital Projects                            | -                | -                    | 14,702,083           | (1,725,782)              | 12,976,301           |
| Unassigned                                  | 9,859            | -                    | -                    | -                        | 9,859                |
| <b>Total Liabilities &amp; Fund Balance</b> | <b>\$ 18,427</b> | <b>\$ 1,986,791</b>  | <b>\$ 14,702,083</b> | <b>\$ 1,922,938</b>      | <b>\$ 18,630,239</b> |



**Radiance CDD  
General Fund**

**Statement of Revenues, Expenditures as Changes in Fund Balance  
For the period from October 1, 2024 to September 30, 2025**

|                                                    | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>Current<br/>Month</b> | <b>Actual<br/>Year-to-Date</b> | <b>Variance<br/>(+ / -)</b> | <b>% of<br/>Budget</b> |
|----------------------------------------------------|--------------------------------------|--------------------------|--------------------------------|-----------------------------|------------------------|
| <b>Revenue</b>                                     |                                      |                          |                                |                             |                        |
| Landowner Contribution                             | \$ 179,155                           | \$ 16,924                | \$ 43,937                      | \$ (135,218)                | 24.52%                 |
| <b>Total Revenue</b>                               | <b>179,155</b>                       | <b>16,924</b>            | <b>43,937</b>                  | <b>(135,218)</b>            | <b>24.52%</b>          |
| <b>Expenditures</b>                                |                                      |                          |                                |                             |                        |
| <b>Professional &amp; Administrative</b>           |                                      |                          |                                |                             |                        |
| Supervisor Fees                                    | 2,400                                | 200                      | 800                            | (1,600)                     | 33.33%                 |
| District Management*                               | 20,000                               | 1,000                    | 12,000                         | (8,000)                     | 60.00%                 |
| 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                               | -                        | 9,101                          | (15,899)                    | 36.40%                 |
| Engineering                                        | 30,000                               | -                        | 4,751                          | (25,249)                    | 15.84%                 |
| Postage                                            | 500                                  | -                        | -                              | (500)                       | 0.00%                  |
| Printing & Binding                                 | 500                                  | -                        | -                              | (500)                       | 0.00%                  |
| Legal Advertising                                  | 10,000                               | 73                       | 340                            | (9,660)                     | 3.40%                  |
| 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                      | 1,580                          | (0)                         | 99.99%                 |
| Contingency                                        | 1,500                                | 316                      | 770                            | (730)                       | 51.31%                 |
| <b>Total Professional &amp; Administrative</b>     | <b>129,155</b>                       | <b>1,720</b>             | <b>34,925</b>                  | <b>(94,230)</b>             | <b>27.04%</b>          |
| <b>Physical Environment</b>                        |                                      |                          |                                |                             |                        |
| Field Contingency                                  | 50,000                               | -                        | -                              | (50,000)                    | 0.00%                  |
| <b>Total Physical Environment</b>                  | <b>50,000</b>                        | <b>-</b>                 | <b>-</b>                       | <b>(200,860)</b>            | <b>0.00%</b>           |
| <b>Total Expenditures</b>                          | <b>179,155</b>                       | <b>1,720</b>             | <b>34,925</b>                  |                             |                        |
| <b>Excess of Revenue Over (Under) Expenditures</b> | <b>-</b>                             | <b>15,204</b>            | <b>9,012</b>                   |                             |                        |
| Fund Balance - Beginning                           |                                      |                          | 847                            |                             |                        |
| <b>Fund Balance - Ending</b>                       |                                      |                          | <b>\$ 9,859</b>                |                             |                        |

**Radiance CDD**  
**Debt Service - Series 2025 Fund**  
**Statement of Revenues, Expenditures as Changes in Fund Balance**  
**For the period from October 1, 2024 to September 30, 2025**

|                                                    | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>Actual<br/>Year-to-Date</b> | <b>Variance<br/>(+ / -)</b> | <b>% of<br/>Budget</b> |
|----------------------------------------------------|--------------------------------------|--------------------------------|-----------------------------|------------------------|
| <b>Revenue</b>                                     |                                      |                                |                             |                        |
| Assessments - Off Roll                             | \$ -                                 | \$ -                           | \$ -                        | 0.00%                  |
| Lot Closing                                        | -                                    | -                              | -                           | 0.00%                  |
| Interest                                           | -                                    | -                              | -                           | 0.00%                  |
| <b>Total Revenue</b>                               | <b>-</b>                             | <b>-</b>                       | <b>-</b>                    | <b>0.00%</b>           |
| <b>Expenditures</b>                                |                                      |                                |                             |                        |
| DS - Legal Services                                | -                                    | 500,500                        | 500,500                     | 0.00%                  |
| DS - Trustee Fees                                  | -                                    | -                              | -                           | 0.00%                  |
| DS - Printing & Binding                            | -                                    | 1,750                          | 1,750                       | 0.00%                  |
| DS - Dissemination Services                        | -                                    | 3,500                          | 3,500                       | 0.00%                  |
| DS - Assessment Services                           | -                                    | 25,000                         | 25,000                      | 0.00%                  |
| Interest Payments                                  | -                                    | -                              | -                           | 0.00%                  |
| May 1, 2025                                        | -                                    | -                              | -                           | 0.00%                  |
| November 1, 2024                                   | -                                    | -                              | -                           | 0.00%                  |
| Principal Retirement                               | -                                    | -                              | -                           | 0.00%                  |
| May 1, 2024                                        | -                                    | -                              | -                           | 0.00%                  |
| Pre-Payment                                        | -                                    | -                              | -                           | 0.00%                  |
| <b>Total Expenditures</b>                          | <b>-</b>                             | <b>530,750</b>                 | <b>530,750</b>              | <b>0.00%</b>           |
| <b>Excess of Revenue Over (Under) Expenditures</b> | <b>-</b>                             | <b>(530,750)</b>               | <b>(530,750)</b>            |                        |
| <b>Other Financing Sources and (Uses)</b>          |                                      |                                |                             |                        |
| Bond Proceeds                                      |                                      | 2,517,541                      |                             |                        |
| Transfer In                                        |                                      | -                              |                             |                        |
| Transfer Out                                       |                                      | -                              |                             |                        |
| <b>Total Other Financing Sources and (Uses)</b>    |                                      | <b>2,517,541</b>               |                             |                        |
| <b>Net Change in Fund Balance</b>                  |                                      | <b>1,986,791</b>               |                             |                        |
| Fund Balance - Beginning                           |                                      | -                              |                             |                        |
| <b>Fund Balance - Ending</b>                       |                                      | <b>\$ 1,986,791</b>            |                             |                        |

**Radiance CDD**  
**2025 Acquisition & Construction Fund**  
**Statement of Revenues, Expenditures as Changes in Fund Balance**  
**For the period from October 1, 2024 to September 30, 2025**

|                                                    | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>Actual<br/>Year-to-Date</b> | <b>Variance<br/>(+ / -)</b> | <b>% of<br/>Budget</b> |
|----------------------------------------------------|--------------------------------------|--------------------------------|-----------------------------|------------------------|
| <b>Revenue</b>                                     |                                      |                                |                             |                        |
| Bond Proceeds                                      | \$ -                                 | \$ 14,702,083                  | \$ 14,702,083               | 0.00%                  |
| <b>Total Revenue</b>                               | <u>-</u>                             | <u>14,702,083</u>              | <u>14,702,083</u>           | <u>0.00%</u>           |
| <b>Expenditures</b>                                |                                      |                                |                             |                        |
| Construction in Progress                           | -                                    | -                              | -                           | 0.00%                  |
| <b>Total Expenditures</b>                          | <u>-</u>                             | <u>-</u>                       | <u>14,702,083</u>           | <u>0.00%</u>           |
| <b>Excess of Revenue Over (Under) Expenditures</b> |                                      | <u>14,702,083</u>              |                             |                        |
| Fund Balance - Beginning                           |                                      | -                              |                             |                        |
| <b>Fund Balance - Ending</b>                       |                                      | <u>\$ 14,702,083</u>           |                             |                        |

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

|                                                    | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>Actual<br/>Year-to-Date</b> | <b>Variance<br/>(+ / -)</b> | <b>% of<br/>Budget</b> |
|----------------------------------------------------|--------------------------------------|--------------------------------|-----------------------------|------------------------|
| <b>Revenue</b>                                     |                                      |                                |                             |                        |
| Landowner Contribution                             | \$ -                                 | \$ 9,220,369                   | \$ 9,220,369                | 0.00%                  |
| <b>Total Revenue</b>                               | <b>-</b>                             | <b>9,220,369</b>               | <b>9,220,369</b>            | <b>0.00%</b>           |
| <b>Expenditures</b>                                |                                      |                                |                             |                        |
| Construction in Progress                           | -                                    | 10,965,688                     | 10,965,688                  | 0.00%                  |
| <b>Total Expenditures</b>                          | <b>-</b>                             | <b>10,965,688</b>              | <b>9,220,369</b>            | <b>0.00%</b>           |
| <b>Excess of Revenue Over (Under) Expenditures</b> |                                      | <b>(1,745,319)</b>             |                             |                        |
| Fund Balance - Beginning                           |                                      | 19,537                         |                             |                        |
| <b>Fund Balance - Ending</b>                       |                                      | <b>\$ (1,725,782)</b>          |                             |                        |

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

|                            |    |               |
|----------------------------|----|---------------|
| Balance per Bank Statement | \$ | 880,912.26    |
| Plus: Outstanding Deposits |    | -             |
| Minus: Construction Cash   |    | 880,419.47    |
| Minus: Outstanding Checks  |    | 131.66        |
| Adjusted Bank Balance      | \$ | <u>361.13</u> |

|                                  |    |               |
|----------------------------------|----|---------------|
| Beginning Bank Balance per Books | \$ | 361.13        |
| Cash Receipts                    |    | 5,902.68      |
| Cash Disbursements               |    | 5,902.68      |
| Balance per Books                | \$ | <u>361.13</u> |

**Radiance CDD  
Check Register  
FY 2025**

| Date              | Number        | Name                                                                                                           | Memo                                      | Debit            | Credit           | Balance         |
|-------------------|---------------|----------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------|------------------|-----------------|
| <b>9/30/2023</b>  |               | <b>Balance Forward</b>                                                                                         |                                           |                  |                  | <b>1,096.50</b> |
| <b>10/31/2024</b> |               |                                                                                                                |                                           | -                | -                | <b>1,096.50</b> |
| 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        |
| <b>11/30/2024</b> |               |                                                                                                                |                                           | <b>2,045.76</b>  | <b>2,045.76</b>  | <b>1,096.50</b> |
| 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        |
| <b>12/31/2024</b> |               |                                                                                                                |                                           | <b>916.00</b>    | <b>916.00</b>    | <b>1,096.50</b> |
| 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        |
| <b>1/31/2025</b>  |               |                                                                                                                |                                           | <b>14,435.52</b> | <b>14,435.43</b> | <b>1,096.59</b> |
| <b>2/28/2025</b>  |               |                                                                                                                |                                           | -                | -                | <b>1,096.59</b> |
| 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   |
| 08/08/2025 | 4310-00000063 | Kolter Group Acquisitions LLC                                                                                  |                                                | 3,454.02 |          | 4,053.65 |
| 08/08/2025 | 1599          | Charles Faulkner                                                                                               | 02/24/25 BOS Mtg                               |          | 200.00   | 3,853.65 |
| 08/08/2025 | 1600          | Kutak Rock LLP                                                                                                 |                                                |          | 1,910.45 | 1,943.20 |
| 08/08/2025 | 1601          | Vesta District Services                                                                                        |                                                |          | 1,080.25 | 862.95   |
| 08/08/2025 | 1602          | VGlobal Tech                                                                                                   |                                                |          | 263.32   | 599.63   |
| 08/12/2025 | 081225Wire4   | Kutak Rock LLP                                                                                                 | Project Construction April 2025                |          | 238.50   | 361.13   |
| 8/31/2025  |               |                                                                                                                |                                                | 3,454.02 | 3,692.52 | 361.13   |
| 09/08/2025 | 4310-00000078 | Kolter Group Acquisitions LLC                                                                                  |                                                | 5,902.68 |          | 6,263.81 |
| 09/16/2025 | 1603          | Dibartolomeo, McBee, Hartley & Barnes Services Rendered for Audited Financial Statements for Year Ended Septen |                                                |          | 3,900.00 | 2,363.81 |
| 09/16/2025 | 1604          | Kimley Horn                                                                                                    | Engineering Services                           |          | 1,171.52 | 1,192.29 |
| 09/16/2025 | 1605          | Kutak Rock LLP                                                                                                 | Legal Services - May 2025                      |          | 699.50   | 492.79   |
| 09/16/2025 | 1606          | VGlobal Tech                                                                                                   | Website Maintenance July 2025                  |          | 131.66   | 361.13   |
| 9/30/2025  |               |                                                                                                                |                                                | 5,902.68 | 5,902.68 | 361.13   |

## EXHIBIT 3



Radiance Project Offsite Utilities, OKR South Extension

| CO# |            |          |                  | Rev Contract     | days + | Final     | Description                                         |
|-----|------------|----------|------------------|------------------|--------|-----------|-----------------------------------------------------|
| 7   | Aug 7,2025 | Increase | \$ 521,194.50    | \$ 6,525,592.68  | 27     | 1/12/2026 | additional bore service (Bulow)                     |
| 8   |            | voided   |                  |                  |        |           |                                                     |
| 9   |            | voided   |                  |                  |        |           |                                                     |
| 10  | Aug 7,2025 | Increase | \$ 576,547.35    | \$ 7,102,140.03  | 8      | 1/20/2026 | open cut to directional drill at landfill (OKR ROW) |
| 11  | Aug 7,2025 | Increase | \$ 5,077,061.73  | \$ 12,179,201.76 | 160    | 6/29/2026 | reclaimed/reuse portion of project                  |
| 12  | Aug 7,2025 | Decrease | \$(1,507,635.93) | \$ 10,671,565.83 | 0      | 6/29/2026 | reuse material cost deduct                          |
| 13  | Aug 7,2025 | Decrease | \$ (245,710.24)  | \$ 10,425,855.59 | 0      | 6/29/2026 | deduct HDD material ODP                             |
| 14  | Aug 7,2025 | n/a      | \$ -             | \$ 10,425,855.59 | 21     | 7/20/2026 | standby time for easement solution                  |
| 15  | Aug 7,2025 | Increase | \$ 83,117.76     | \$ 10,508,973.35 | 2      | 7/22/2026 | extend RCWM and FM, J&Bs (SR100, 30")               |
| 16  | Aug 7,2025 | Decrease | \$ (129,897.00)  | \$ 10,379,076.35 | 0      | 7/22/2026 | HDD instead of J&B on OKR                           |

CHANGE ORDER NO. 7

Date of Issuance: August 7, 2025 Effective Date: \_\_\_\_\_

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

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

Description: additional bore and service for Bulow

Attachments: **See attached Exhibit A**

|                                  |                                  |                          |
|----------------------------------|----------------------------------|--------------------------|
| <b>CHANGE IN CONTRACT PRICE:</b> | <b>CHANGE IN CONTRACT TIMES:</b> |                          |
| Original Contract Price:         | Original Contract Times:         | Original Contract Price: |
| <u><b>\$8,455,795.00</b></u>     |                                  |                          |

|                                             |                                                          |
|---------------------------------------------|----------------------------------------------------------|
| Increase/Decrease from prior Change Orders: | Increase/Decrease from previously approved Change Orders |
| <u><b>(\$2,451,396.82)</b></u>              | No. _____ to No. _____:                                  |
|                                             | Substantial completion (days):                           |
|                                             | Ready for final payment (days):                          |

|                                            |                                                       |
|--------------------------------------------|-------------------------------------------------------|
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order: 12/12/2025 |
| <u><b>\$6,004,398.18</b></u>               |                                                       |

|                                         |                                                   |
|-----------------------------------------|---------------------------------------------------|
| Increase/Decrease of this Change Order: | Increase/Decrease of this Change Order: + 27 days |
| <u><b>\$521,194.50</b></u>              |                                                   |

|                                                 |                                                           |
|-------------------------------------------------|-----------------------------------------------------------|
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: 1/12/2026 |
| <u><b>\$6,525,592.68</b></u>                    |                                                           |

|                                                                                                   |                                                                                                   |                                                                                                     |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| RECOMMENDED BY:<br><b>KIMLEY-HORN AND ASSOCIATES INC., DISTRICT ENGINEER</b>                      | ACCEPTED:<br><b>RADIANCE COMMUNITY DEVELOPMENT DISTRICT</b>                                       | ACCEPTED:<br><b>SOUTHERN UNDERGROUND INDUSTRIES, INC.</b>                                           |
| Signed by:<br> | Signed by:<br> | Signed by:<br> |
| By: _____<br>2D295E44266342D...                                                                   | By: _____<br>21AABD855FB74D4...                                                                   | By: _____<br>863B5867FD5E4B7...                                                                     |
| Title: <u>Engineer of Record</u>                                                                  | Title: <u>Chair</u>                                                                               | Title: <u>President</u>                                                                             |
| Date: <u>8/14/2025</u>                                                                            | Date: <u>8/11/2025</u>                                                                            | Date: <u>8/11/2025</u>                                                                              |

ACCEPTED BY: **THE CITY OF PALM COAST, FLORIDA** A. Blake Title: Utility Engineer Date: 8/29/2025



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

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Date: July 2<sup>nd</sup>, 2025

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

Re: Response to Change Order #7 R3 – Plan Changes

Dear Nicole:

Please utilize this letter as a response to your two comments on email dated June 17<sup>th</sup>, 2025. The comments will be addressed first in this response and then one more Water and Force Main crossing has been added along OKR to serve as the fourth location of serving their property to the East side of OKR. The following explanations are as follows for your comments first:

- Comments on the directional bores seems high on the directional bores going across OKR is driven by the same set up time and equipment involved to get the machine placed but only having a reduced amount of footage per location to absorb these setup fees is the reasoning behind to the inflated costs.
- I have reviewed the overall dewatering costs and we have reduced the costs by \$5,000 to help reduce the overall costs of this line item even though we are adding another directional bore that will need to be dewatered in order to clear the water main and future reclaim water area.

We will now move into the area of the additional crossings to the South for both the Water and Force Main to be installed at FM stationing of STA 125+30 starting with the Water and then into Force Main. There is not 15' separation between the water main and force main in this location which poses the problem of not allowing enough room to deflect the force main below the water main in this location. The remedy for situation is to deflect the 16" Water Main horizontally towards the East and to hug the existing R/W line of OKR. This deflection will now allow for the force main to be deflected below the water main as per detail previously supplied and approved from COPC. The items listed below address all necessary materials to accomplish this added amount of pipe, valves and fittings.

Water Main section:

16" MJ Fittings WM – Four (4) MJ 45 Bends are needed for the horizontal deflection and One (1) reducer fitting to get us from 16" to 8" for the bore.



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

8" HDPE DR-11 Directional Bore WM for 122 LF for going under OKR.

8" C-900 DR18 WM added an additional 5' LF for transition from the directional bore to open cut materials.

8" MJ Fittings WM are for two (2) 11.25 bends and one (1) plug for the end of the valve.

8" Gate Valves WM added two (2) for each end of the piping (East – West)

Force Main section:

Item #71 – 2" ARV (Below Ground) FM – One (1) more has been added to be installed on the far East side of OKR at the terminal end of this force main location.

16" MJ Fittings FM – One (1) MJ 16" x 8" reducer for the bore.

8" HDPE DR-11 Directional Bore FM for 128 LF for going under OKR.

8" C-900 DR18 FM added an additional 25' LF for deflection below the 16" WM and the transition from the directional bore to open cut materials.

8" MJ Fittings FM are for two (2) 45 bends for the deflection, one (1) 11.25 bend for the East side directional bore fitting and one (1) plug for the end of the valve.

Please keep in mind that these are added to the previous amounts as those quantities from CO #7 R2 were acceptable on the prior submittal. There have been seven (7) additional days added to this change order to accommodate this added directional bores to the South. On the last items for the bond, to carry the total amount of this change order as this is what the bonding Company will be auditing for the overall contract pricing.



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

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 added items

Sincerely, Michael Griffin

A handwritten signature in blue ink, appearing to read 'Michael Griffin', is positioned below the typed name.

Southern Underground Industries, Inc.



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: July 2, 2025

CONTRACT # 1512

CHANGE ORDER # 7 - R3

### CHANGE ORDER

| #                             | SERVICE ITEM                           | QTY   | UNIT | UNIT PRICE    | LINE TOTAL        |
|-------------------------------|----------------------------------------|-------|------|---------------|-------------------|
| <b>WATER MAIN</b>             |                                        |       |      |               |                   |
| 3                             | MOT                                    | 1     | LS   | \$ 3,250.00   | 3,250.00          |
| 5                             | SURVEY & ASBUILTS                      | 1     | LS   | \$ 1,450.00   | 1,450.00          |
| 6                             | TESTING & CERTIFICATION                | 1     | LS   | \$ 15,675.00  | 15,675.00         |
| 9                             | DEWATERING                             | 1     | LS   | \$ 14,750.00  | 14,750.00         |
| 10                            | SITE WORK (CLEARING, SODDING, FENCING) | 1     | LS   | \$ 28,500.00  | 28,500.00         |
| 11                            | 12" C-900 DR18 WM W/ FTGS              | -1175 | LF   | 101.00        | (118,675.00)      |
| 12                            | 14" HDPE DR-11 DIRECTIONAL BORE WM     | 1175  | LF   | 165.00        | 193,875.00        |
| 22                            | 16" GATE VALVE WM                      | -2    | EA   | 11,000.00     | (22,000.00)       |
|                               | 16" MJ FITTINGS - WM                   | 8     | EA   | \$ 2,650.00   | 21,200.00         |
|                               | 10" HDPE DR-11 DIRECTIONAL BORE        | 366   | LF   | \$ 170.00     | 62,220.00         |
|                               | 10" C-900 - WM                         | 15    | LF   | \$ 98.00      | 1,470.00          |
|                               | 10" MJ FITTINGS - WM                   | 6     | EA   | \$ 1,850.00   | 11,100.00         |
|                               | 8" HDPE DR-11 DIRECTIONAL BORE         | 122   | LF   | \$ 150.00     | 18,300.00         |
|                               | 8" C-900 - WM                          | 20    | LF   | \$ 72.00      | 1,440.00          |
|                               | 8" MJ FITTINGS - WM                    | 12    | EA   | \$ 1,635.00   | 19,620.00         |
|                               | 8" GATE VALVE - WM                     | 8     | EA   | 4,500.00      | 36,000.00         |
| <b>FORCE MAIN</b>             |                                        |       |      |               |                   |
| 21                            | 16" PLUG VALVE FM                      | -3    | EA   | 13,500.00     | (40,500.00)       |
| 66                            | 12" C-900 DR18 FM                      | -1175 | LF   | 105.00        | (123,375.00)      |
| 67                            | 14" HDPE DR-11 DIRECTIONAL BORE        | 1175  | LF   | 170.00        | 199,750.00        |
| 69                            | 12" PLUG VALVE                         | -1    | EA   | 10,825.00     | (10,825.00)       |
| 71                            | 2" ARV (BELOW GROUND)                  | 4     | EA   | 7,450.00      | 29,800.00         |
|                               | 16" MJ FITTINGS - FM                   | 4     | EA   | \$ 4,550.00   | 18,200.00         |
|                               | 8" HDPE DR-11 DIRECTIONAL BORE         | 256   | LF   | \$ 150.00     | 38,400.00         |
|                               | 8" C-900 - FM                          | 25    | LF   | \$ 72.00      | 1,800.00          |
|                               | 8" PLUG VALVE - FM                     | 2     | EA   | 4,150.00      | 8,300.00          |
|                               | 8" MJ FITTINGS - FM                    | 6     | EA   | \$ 2,250.00   | 13,500.00         |
|                               | 6" HDPE DR-11 DIRECTIONAL BORE         | 256   | LF   | \$ 140.00     | 35,840.00         |
|                               | 6" C-900 - FM                          | 55    | LF   | \$ 78.00      | 4,290.00          |
|                               | 6" MJ FITTINGS - FM                    | 10    | EA   | \$ 1,865.00   | 18,650.00         |
|                               | 6" PLUG VALVE - FM                     | 4     | EA   | 3,850.00      | 15,400.00         |
|                               | 4" C-900 - FM                          | 20    | LF   | \$ 75.00      | 1,500.00          |
|                               | 4" MJ FITTINGS - FM                    | 4     | EA   | \$ 1,650.00   | 6,600.00          |
|                               | 4" PLUG VALVE - FM                     | 2     | EA   | 2,735.00      | 5,470.00          |
|                               |                                        |       |      |               | -                 |
|                               |                                        |       |      |               | -                 |
| 2                             | BOND FEE                               | 0.02  | %    | \$ 510,975.00 | 10,219.50         |
|                               |                                        |       |      |               | -                 |
| <b>SUB TOTAL:</b>             |                                        |       |      |               | <b>521,194.50</b> |
| <b>CHANGE ORDER TOTAL: \$</b> |                                        |       |      |               | <b>521,194.50</b> |

|                                                                        |    |                |
|------------------------------------------------------------------------|----|----------------|
| The Original Contract Value was                                        | \$ | 8,455,795.00   |
| The Sum of Previously Approved Change Orders                           | \$ | (2,451,396.82) |
| The Contract Amount Prior to this Change Order was                     | \$ | 6,004,398.18   |
| The Contract Value will be changed by this Change Order will be        | \$ | 521,194.50     |
| The New Contract Value including this Change Order will be             | \$ | 6,525,592.68   |
| The Contract Time will be changed by (Calendar Days)                   |    | 27.0           |
| The Date of Substantial Completion as of the date of this Change Order |    | 1/12/2026      |

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

**PRICING NOTES:**

- 1. Change Order is based upon the final revised plans from KHA dated 10/17/2024 with NO revisions.
- 2. Items that had previously established unit prices has been utilized.
- 3. All directional bores under Old Kings Road will require temporary access easements for accessibility for the machines to utilize.
- 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:** July 2nd, 2025 \_\_\_\_\_

**Date:** \_\_\_\_\_

**CHANGE ORDER NO. 10**

Date of Issuance: August 7, 2025 Effective Date: \_\_\_\_\_

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

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

Description: open cut to directional drill at landfill

Attachments: **See attached Exhibit A**

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>CHANGE IN CONTRACT PRICE:</b> | <b>CHANGE IN CONTRACT TIMES:</b> |
| Original Contract Price:         | Original Contract Times:         |
| <u><b>\$8,455,795.00</b></u>     | Original Contract Price:         |

Increase/Decrease from prior Change Orders:

**(\$1,930,202.32)**

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:

**\$6,525,592.68**

Contract Times prior to this Change Order: 1/12/2026

Increase/Decrease of this Change Order:

**\$576,547.35**

Increase/Decrease of this Change Order: + ~~15~~<sup>8</sup> days

Contract Price incorporating this Change Order:

**\$7,102,140.03**

Contract Times with all approved Change Orders: 1/20/2026

|                                                                                                                                                                                                      |                                                                                                                                                                   |                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RECOMMENDED BY:</b><br><b>KIMLEY-HORN AND ASSOCIATES INC., DISTRICT ENGINEER</b><br>Signed by: <u>Nicole McConnell</u><br>By: _____<br>Title: <u>Engineer of Record</u><br>Date: <u>8/14/2025</u> | <b>ACCEPTED:</b><br><b>RADIANCE COMMUNITY DEVELOPMENT DISTRICT</b><br>Signed by: <u>[Signature]</u><br>By: _____<br>Title: <u>Chair</u><br>Date: <u>8/11/2025</u> | <b>ACCEPTED:</b><br><b>SOUTHERN UNDERGROUND INDUSTRIES, INC.</b><br>Signed by: <u>Beleni Comerford</u><br>By: _____<br>Title: <u>President</u><br>Date: <u>8/11/2025</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ACCEPTED BY: **THE CITY OF PALM COAST, FLORIDA** A. Blake Title: Utility Engineer Date: 8/29/2025





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

---

Date: July 2<sup>nd</sup>, 2025

To: Kolter Land

Re: Changing Open Cut at Airfield to Directional Bore CO #10 R1

Dear Haley:

Please utilize this update letter as a narrative per the revised finalized plans dated 6/18/2025 that now shifts the **directional bores into the OKR R/W location and eliminates** the additional depth for the **directional bores to be installed at. There are two (2) additional ARV for the Force Main and one (1) additional 16" Plug Valve. The** footage of the open cut and directional bores have been adjusted to reflect these new bore footage amounts respectively.

On the water main side, **there are four (4) additional 16" MJ 45 bend fittings as the these** are utilized to horizontally deflect this water main into the road **right of way. The** footage of the open cut and directional bores have been adjusted to reflect these new bore footage amounts respectively. **All 2" ARV for the water main has been eliminated as they are not shown on these** revised plans.

On the last items for the bond, to carry the total amount of this change order as this is what the bonding Company will be auditing for the overall contract pricing.

Please keep in mind that once this has been approved, the timeframe for producing this pipe currently is approx. 5 to 6 weeks lead time. If you have any questions about **any of these** updated pricings, **please don't hesitate to contact me.**

Sincerely, Michael Griffin



Southern Underground Industries, Inc.



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: July 2, 2025

CONTRACT # 1512

CHANGE ORDER # 10 R1

### CHANGE ORDER

| #                             | SERVICE ITEM                                      | QTY   | UNIT | UNIT PRICE    | LINE TOTAL        |
|-------------------------------|---------------------------------------------------|-------|------|---------------|-------------------|
|                               | <b>REVISE OPEN CUT FOR DIRECTIONAL FORCE MAIN</b> |       |      |               | -                 |
| 13                            | 16" C-900 DR18 FM                                 | -2664 | LF   | \$ 130.00     | (346,320.00)      |
| 15A                           | 18" HDPE DR-11 DIRECTIONAL BORE FM                | 318   | LF   | \$ 225.00     | 71,550.00         |
| 15B                           | 18" HDPE DR-11 DIRECTIONAL BORE FM                | 2346  | LF   | \$ 225.00     | 527,850.00        |
| 21                            | 16" PLUG VALVE FM                                 | 1     | EA   | 13,500.00     | 13,500.00         |
| 24                            | 2" ARV (BELOW GROUND)                             | 2     | EA   | 7,450.00      | 14,900.00         |
|                               | <b>WATER MAIN</b>                                 |       |      |               | -                 |
| 14                            | 16" C-900 DR18 WM                                 | -2665 | LF   | \$ 122.50     | (326,462.50)      |
|                               | 16" MJ FITTINGS - WM                              | 4     | EA   | \$ 2,650.00   | 10,600.00         |
| 16A                           | 18" HDPE DR-11 DIRECTIONAL BORE WM                | 318   | LF   | 225.00        | 71,550.00         |
| 16B                           | 18" HDPE DR-11 DIRECTIONAL BORE WM                | 2347  | LF   | \$ 225.00     | 528,075.00        |
|                               |                                                   |       |      |               | -                 |
|                               |                                                   |       |      |               | -                 |
| 2                             | BOND FEE                                          | 0.02  | %    | \$ 565,242.50 | 11,304.85         |
|                               |                                                   |       |      |               | -                 |
| <b>SUB TOTAL:</b>             |                                                   |       |      |               | <b>576,547.35</b> |
| <b>CHANGE ORDER TOTAL: \$</b> |                                                   |       |      |               | <b>576,547.35</b> |

|                                                                        |    |                |
|------------------------------------------------------------------------|----|----------------|
| The Original Contract Value was                                        | \$ | 8,455,795.00   |
| The Sum of Previously Approved Change Orders                           | \$ | (1,930,202.32) |
| The Contract Amount Prior to this Change Order was                     | \$ | 6,525,592.68   |
| The Contract Value will be changed by this Change Order will be        | \$ | 576,547.35     |
| The New Contract Value including this Change Order will be             | \$ | 7,102,140.03   |
| The Contract Time will be changed by (Calendar Days)                   |    | 15.0           |
| The Date of Substantial Completion as of the date of this Change Order |    | 1/20/2026      |

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

#### PRICING NOTES:

1. Change Order is based upon revised plans dated 6/18/25 that now has open cut areas being replaced with directional bores located in the OKR R/W to avoid direct conflict with the monitoring wells.
2. All Water Main ARV have been removed within this revised Change Order.
3. Depth of Directional Bore shall maintain approx. 20' to 25' in depth.
4. Directional Bore located at the existing Landfill has been extended approx. 318 LF to the North as per previous approval from the COPC.
5. 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: July 2nd, 2025

Date:

**CHANGE ORDER NO. 11**

Date of Issuance: August 7, 2025 Effective Date: \_\_\_\_\_

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

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

Description: Reclaim portion of the entire project

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:

**(\$1,353,654.97)**

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:

**\$7,102,140.03**

Contract Times prior to this Change Order: 1/20/2026

Increase/Decrease of this Change Order:

**\$5,077,061.73**

Increase/Decrease of this Change Order: + 160 days

Contract Price incorporating this Change Order:

**\$12,179,201.76**

Contract Times with all approved Change Orders: 6/29/2026

**RECOMMENDED BY:**

**KIMLEY-HORN AND ASSOCIATES  
INC., DISTRICT ENGINEER**

Signed by:

*Nicole McConnell*

By: \_\_\_\_\_  
2D295E44266342D...

Title: Engineer of Record

Date: 8/14/2025

**ACCEPTED:**

**RADIANCE COMMUNITY DEVELOPMENT  
DISTRICT**

Signed by:

*[Signature]*

By: \_\_\_\_\_  
21AABD855FB74D4...

Title: Chair

Date: 8/11/2025

**ACCEPTED:**

**SOUTHERN UNDERGROUND  
INDUSTRIES, INC.**

Signed by:

*Beleni Comerford*

By: \_\_\_\_\_  
863B5867FD5E4B7...

Title: President

Date: 8/11/2025

ACCEPTED BY: **THE CITY OF PALM COAST, FLORIDA**

*A. Blake*

Title: Utility Engineer

Date: 8/29/2025



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

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Date: July 2<sup>nd</sup>, 2025

To: Kolter Land

Re: Change Order #11 R1 - Adding of the Reuse Main to the Contract

Dear Haley:

Please utilize this letter as a narrative for the directive given by Kolter Land and the City of Palm Coast to add to the contract the entire reuse system as previously bid for this Project. We have reviewed the pricing with our suppliers, and the piping pricing has been held but the valves, fittings, restraints and the 2" ARV assemblies have gone up significantly for this Project. The fittings and restraints are included within the pipe pricing on this Project and that is the reasoning for the increase of that specific line item #79. We have also gone through the plans dated 10/17/2024 and did an extensive take-off for verifying all quantities and the provided change order that reflects the new overall amounts of the 16" C-900 open cut (Item # 79) being 15,200 LF and the 18" directional bore (Item #80) being 4,804 LF respectively. The 16" Gate Valves (Item #86) has been reduced by one per this take off and the 2" ARV assembly (Item #87) has been increased by one that now matches the current plans.

There have been revised plans dated June 18, 2025, provided by Himley-Horn for relocating the reuse main into the right of way along OKR in three (3) separate locations. We have reviewed and have made the fowling adjustments to fully represent what the current original plans along with the substituted sheets C-31 through C-33 are currently.

Item 79A 16" C-900 DR18 Reuse Main – Has been reduced 1075 LF for open cut areas that will now be substituted with directional bore pricing.

Item 79B 16" Reuse MJ Fittings – Has added eight (8) additional 16" fittings for where we are horizontally deflecting the reuse main into the right of way of OKR.

Item 80A 18" DR11 Directional Bore – Has been increased 1075 LF as this amount is what open was removed and directional bores added to avoid the monitoring wells along the right of way of OKR.



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

Item 86 16" Gate Valves – Has added five (5) additional valves needed for the directional bore areas.

Item 87 2" ARV Assembly (Below Ground) – Has added four (4) additional assemblies per the directional bore areas.

The City of Palm Coast has requested to have the multiple contracts deduct and we are willing to provide half of this back currently as we were not awarded the FGUA portion of this contract. We have identified this discount (Item #41) within this change order respectively.

On the last items for the bond, to carry the total amount of this change order as this is what the bonding Company will be auditing for the overall contract pricing. This portion of this change order will utilize the Direct Purchase Option which will be forthcoming orders as well in direct order behind this one so that all materials will be paid directly tot eh same two suppliers, Fortiline Waterworks and ISCO Industries respectively.

If you have any questions about any of these prices, please don't hesitate to contact me.

Sincerely, Michael Griffin

A handwritten signature in blue ink, appearing to read 'Michael Griffin'.

Southern Underground Industries, Inc.



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:** July 2, 2025

**CONTRACT #** 1512

**CHANGE ORDER #** 11 R1

**CHANGE ORDER**

| #                             | SERVICE ITEM                           | QTY   | UNIT | UNIT PRICE      | LINE TOTAL          |
|-------------------------------|----------------------------------------|-------|------|-----------------|---------------------|
| <b>REUSE WATER</b>            |                                        |       |      |                 |                     |
| 71                            | MOT                                    | 1     | LS   | 87,500.00       | 87,500.00           |
| 72                            | PRE-CONSTRUCTION VIDEO                 | 1     | LS   | 10,000.00       | 10,000.00           |
| 73                            | SURVEY & ASBUILTS                      | 1     | LS   | 67,500.00       | 67,500.00           |
| 74                            | TESTING & CERTIFICATION                | 1     | LS   | 125,000.00      | 125,000.00          |
| 75                            | ASPHALT RESTORATION                    | 20    | SY   | 225.00          | 4,500.00            |
| 76                            | CONCRETE RESTORATION                   | 1     | CY   | 135.00          | 135.00              |
| 77                            | DEWATERING                             | 1     | LS   | 3,500.00        | 3,500.00            |
| 78                            | SITE WORK (CLEARING, SODDING, FENCING) | 1     | LS   | 322,500.00      | 322,500.00          |
| 79                            | 16" C-900 DR18 IQ                      | 15200 | LF   | 123.50          | 1,877,200.00        |
| 79A                           | 16" C-900 DR18 IQ                      | -1075 | LF   | 123.50          | (132,762.50)        |
| 79B                           | 16" MJ FITTINGS                        | 8     | EA   | 2,650.00        | 21,200.00           |
| 80                            | 18" HDPE DR-11 DIRECTIONAL BORE        | 4804  | LF   | 220.00          | 1,056,880.00        |
| 80A                           | 18" HDPE DR-11 DIRECTIONAL BORE        | 1075  | LF   | 220.00          | 236,500.00          |
| 81                            | 30" JACK & BORE (UNDER I-95)           | 300   | LF   | 926.00          | 277,800.00          |
| 82                            | 30" JACK & BORE (UNDER SR-100)         | 134   | LF   | 926.00          | 124,084.00          |
| 83                            | 30" JACK & BORE (UNDER OLD KINGS ROAD) | 100   | LF   | 926.00          | 92,600.00           |
| 84                            | 30" JACK & BORE (UNDER OLD KINGS ROAD) | 100   | LF   | 926.00          | 92,600.00           |
| 85                            | 30" JACK & BORE (UNDER OLD KINGS ROAD) | 95    | LF   | 926.00          | 87,970.00           |
| 86                            | 16" GATE VALVE                         | 45    | EA   | 11,865.00       | 533,925.00          |
| 87                            | 2" ARV (BELOW GROUND)                  | 18    | EA   | 8,410.00        | 151,380.00          |
| 41                            | CONTRACTOR DISCOUNT                    | 0.5   | LS   | (125,000.00)    | (62,500.00)         |
| 2                             | BOND FEE                               | 0.02  | %    | \$ 4,977,511.50 | 99,550.23           |
| <b>SUB TOTAL:</b>             |                                        |       |      |                 | <b>5,077,061.73</b> |
| <b>CHANGE ORDER TOTAL: \$</b> |                                        |       |      |                 | <b>5,077,061.73</b> |

|                                                                        |    |                |
|------------------------------------------------------------------------|----|----------------|
| The Original Contract Value was                                        | \$ | 8,455,795.00   |
| The Sum of Previously Approved Change Orders                           | \$ | (1,353,654.97) |
| The Contract Amount Prior to this Change Order was                     | \$ | 7,102,140.03   |
| The Contract Value will be changed by this Change Order will be        | \$ | 5,077,061.73   |
| The New Contract Value including this Change Order will be             | \$ | 12,179,201.76  |
| The Contract Time will be changed by (Calendar Days)                   |    | 160.0          |
| The Date of Substantial Completion as of the date of this Change Order |    | 6/29/2026      |

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

**PRICING NOTES:**

1. Change Order is based upon directive from the City of Palm Coast for adding the Reuse to the contract.
2. Items highlighted reflect either plan change in qauntity and / or pricing increases due to material pricing increases.
3. Narrative letter has been provided for explanation of all items.
4. Bond Fee has been added to maintain alignment of overall contract value.

Accepted By:  
SOUTHERN UNDERGROUND INDUSTRIES

Signed:  \_\_\_\_\_

Name / Title: Michael Griffin / Manager \_\_\_\_\_

Date: July 2nd, 2025 \_\_\_\_\_

Accepted By:  
RADIANCE COMMUNITY DEVELOPMENT DISTRICT

Signed: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CHANGE ORDER NO. 12**

Date of Issuance: August 7, 2025 Effective Date: \_\_\_\_\_

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

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

Description: deductive for reuse materials

Attachments: **See attached Exhibit A**

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>CHANGE IN CONTRACT PRICE:</b> | <b>CHANGE IN CONTRACT TIMES:</b> |
| Original Contract Price:         | Original Contract Times:         |
| <u><b>\$8,455,795.00</b></u>     | Original Contract Price:         |

Increase/Decrease from prior Change Orders: **\$3,723,406.76**

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: **\$12,179,201.76**

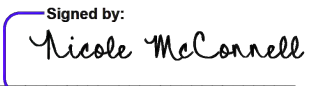
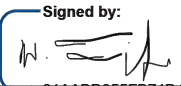
Contract Times prior to this Change Order: 6/29/2026

Increase/**Decrease** of this Change Order: **(\$1,507,635.93)**

Increase/Decrease of this Change Order:

Contract Price incorporating this Change Order: **\$10,671,565.83**

Contract Times with all approved Change Orders: 6/29/2026

|                                                                                                   |                                                                                                   |                                                                                                     |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| RECOMMENDED BY:<br><b>KIMLEY-HORN AND ASSOCIATES INC., DISTRICT ENGINEER</b>                      | ACCEPTED:<br><b>RADIANCE COMMUNITY DEVELOPMENT DISTRICT</b>                                       | ACCEPTED:<br><b>SOUTHERN UNDERGROUND INDUSTRIES, INC.</b>                                           |
| Signed by:<br> | Signed by:<br> | Signed by:<br> |
| By: _____<br>2D295E44266342D...                                                                   | By: _____<br>21AABD855FB74D4...                                                                   | By: _____<br>863B5867FD5E4B7...                                                                     |
| Title: <u>Engineer of Record</u>                                                                  | Title: <u>Chair</u>                                                                               | Title: <u>President</u>                                                                             |
| Date: <u>8/14/2025</u>                                                                            | Date: <u>8/11/2025</u>                                                                            | Date: <u>8/11/2025</u>                                                                              |

ACCEPTED BY: **THE CITY OF PALM COAST, FLORIDA** *A. Blake* Title: Utility Engineer Date: 8/29/2025



1. Deductive Change Order is based upn the material costs directly from Fortiline Waterworks and it will be billed in conjunction by percentage of each bid item completed for progress billing.
2. This deductive Change Order will make a new contractual value for any language stipulations within the existing contract.
3. This change order will be DPO #3 which will be issued to Fortiline thru the Radaince CDD DPO format.

Accepted By:  
SOUTHERN UNDERGROUND INDUSTRIES

Signed:  \_\_\_\_\_

Name / Title: Michael Griffin / Manager \_\_\_\_\_

Date: July 3rd, 2025 \_\_\_\_\_

Accepted By:  
RADIANCE COMMUNITY DEVELOPMENT DISTRICT

Signed: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_



| CUSTOMER NO | QUOTING BRANCH         | QUOTE NO | QUOTE DATE | PAGE |
|-------------|------------------------|----------|------------|------|
| 236195      | FORTILINE ST AUGUSTINE | 6681148  | 7/03/25    | 1    |

| CUSTOMER                                                              | PROJECT INFORMATION              |
|-----------------------------------------------------------------------|----------------------------------|
| RADIANCE CDD<br>250 INTERNATIONAL PKWY STE 208<br>LAKE MARY, FL 32746 | RADIANCE OFF-SITE UTILITIES RUSE |

| LINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | QTY   | UOM | DESCRIPTION                    | UNIT PRICE      | TOTAL PRICE     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------------------------------|-----------------|-----------------|
| <p>*****<br/>IF, AFTER THE DATE OF THIS QUOTE, ANY NEW OR INCREASED TARIFFS, DUTIES OR OTHER GOVERNMENT-IMPOSED COSTS ON MATERIALS USED IN THE WORK BECOMES EFFECTIVE, THE CONTRACT PRICE SHALL BE ADJUSTED TO REFLECT THE ACTUAL INCREASED COST TO FORTILINE. FORTILINE SHALL PROMPTLY NOTIFY THE CUSTOMER OF ANY SUCH COST IMPACT. FAILURE OF FORTILINE AND THE CUSTOMER TO AGREE ON ANY PRICE ADJUSTMENT SHALL NOT RELIEVE THE CUSTOMER'S OBLIGATION TO PAY THE INCREASED COST.<br/>*****</p> <p><b>ENGINEER: KIMLEY HORN</b><br/><b>PLAN DATE: 3/29/24</b><br/><b>REVISED BID FORM</b></p> <p><b>BID ALT #2 / RECLAIMED WATER</b></p> <p><b>BID ITEM 79 / 16" PIPE &amp; FTGS</b></p> |       |     |                                |                 |                 |
| 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 16000 | FT  | 16" C900 DR18 PIPE PURPLE      | 44.6000         | 713,600.00      |
| 110                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 570   | EA  | 16" BELL REST C900/DI PV-LOK   | 517.0000        | 294,690.00      |
| 120                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 16000 | FT  | 10AWG CC WIRE PURPLE 500' ROLL | .2900           | 4,640.00        |
| 130                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 16    | EA  | 3X1000 RECLAIM NON-DET TAPE    | 17.0000         | 272.00          |
| 150                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1     |     | 16" MJ SLEEVE                  |                 |                 |
| 160                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1     | EA  | 16" MJ LONG SLEEVE C153        | 655.0000        | 655.00          |
| 170                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2     | EA  | 16" ONE-LOK MJ REST PVC SLCE16 | 257.0000        | 514.00          |
| 180                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2     | EA  | 16" MJ REGULAR ACC LESS GLAND  | 70.0000         | 140.00          |
| <b>Package Sub-total:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |       |     |                                | <b>1,309.00</b> | <b>1,309.00</b> |
| 200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 4     |     | 16" MJ CROSS                   |                 |                 |
| 210                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 4     | EA  | 16" MJ CROSS C153              | 2,578.0000      | 10,312.00       |
| 220                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 16    | EA  | 16" ONE-LOK MJ REST PVC SLCE16 | 257.0000        | 4,112.00        |
| 230                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 16    | EA  | 16" MJ REGULAR ACC LESS GLAND  | 70.0000         | 1,120.00        |

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

| CUSTOMER NO | JOB NAME                         | QUOTE NO | QUOTE DATE | PAGE |
|-------------|----------------------------------|----------|------------|------|
| 236195      | RADIANCE OFF-SITE UTILITIES RUSE | 6681148  | 7/03/25    | 2    |

| LINE | QTY | UOM | DESCRIPTION                    | UNIT PRICE      | TOTAL PRICE      |
|------|-----|-----|--------------------------------|-----------------|------------------|
|      |     |     | <b>Package Sub-total:</b>      | <b>3,886.00</b> | <b>15,544.00</b> |
| 250  | 5   |     | 16" MJ TEE                     |                 |                  |
| 260  | 5   | EA  | 16" MJ TEE C153                | 1,425.0000      | 7,125.00         |
| 270  | 15  | EA  | 16" ONE-LOK MJ REST PVC SLCE16 | 257.0000        | 3,855.00         |
| 280  | 15  | EA  | 16" MJ REGULAR ACC LESS GLAND  | 70.0000         | 1,050.00         |
|      |     |     | <b>Package Sub-total:</b>      | <b>2,406.00</b> | <b>12,030.00</b> |
| 300  | 10  |     | 16" MJ 90                      |                 |                  |
| 310  | 10  | EA  | 16" MJ 90 C153                 | 1,017.0000      | 10,170.00        |
| 320  | 20  | EA  | 16" ONE-LOK MJ REST PVC SLCE16 | 257.0000        | 5,140.00         |
| 330  | 20  | EA  | 16" MJ REGULAR ACC LESS GLAND  | 70.0000         | 1,400.00         |
|      |     |     | <b>Package Sub-total:</b>      | <b>1,671.00</b> | <b>16,710.00</b> |
| 350  | 12  |     | 16" MJ 45                      |                 |                  |
| 360  | 12  | EA  | 16" MJ 45 C153                 | 727.0000        | 8,724.00         |
| 370  | 24  | EA  | 16" ONE-LOK MJ REST PVC SLCE16 | 257.0000        | 6,168.00         |
| 380  | 24  | EA  | 16" MJ REGULAR ACC LESS GLAND  | 70.0000         | 1,680.00         |
|      |     |     | <b>Package Sub-total:</b>      | <b>1,381.00</b> | <b>16,572.00</b> |
| 400  | 8   |     | 16" MJ 22-1/2                  |                 |                  |
| 410  | 8   | EA  | 16" MJ 22-1/2 C153             | 698.0000        | 5,584.00         |
| 420  | 16  | EA  | 16" ONE-LOK MJ REST PVC SLCE16 | 257.0000        | 4,112.00         |
| 430  | 16  | EA  | 16" MJ REGULAR ACC LESS GLAND  | 70.0000         | 1,120.00         |
|      |     |     | <b>Package Sub-total:</b>      | <b>1,352.00</b> | <b>10,816.00</b> |
| 450  | 19  |     | 16" MJ 11-1/4                  |                 |                  |
| 460  | 19  | EA  | 16" MJ 11-1/4 C153             | 738.0000        | 14,022.00        |
| 470  | 38  | EA  | 16" ONE-LOK MJ REST PVC SLCE16 | 257.0000        | 9,766.00         |
| 480  | 38  | EA  | 16" MJ REGULAR ACC LESS GLAND  | 70.0000         | 2,660.00         |
|      |     |     | <b>Package Sub-total:</b>      | <b>1,392.00</b> | <b>26,448.00</b> |
| 500  | 2   |     | 18"X16" MJ REDUCER             |                 |                  |
| 510  | 2   | EA  | 18"X16" MJ REDUCER C153        | 787.0000        | 1,574.00         |
| 520  | 2   | EA  | 18" ONE-LOK MJ REST PVC SLCE18 | 377.0000        | 754.00           |
| 530  | 2   | EA  | 18" MJ REG ACC LESS GLAND      | 72.0000         | 144.00           |
| 540  | 2   | EA  | 16" ONE-LOK MJ REST PVC SLCE16 | 257.0000        | 514.00           |
| 550  | 2   | EA  | 16" MJ REGULAR ACC LESS GLAND  | 70.0000         | 140.00           |
|      |     |     | <b>Package Sub-total:</b>      | <b>1,563.00</b> | <b>3,126.00</b>  |
| 570  | 11  |     | 16"X2" MJ CAP                  |                 |                  |
| 580  | 11  | EA  | 16"X2" MJ TAPT CAP C153        | 421.0000        | 4,631.00         |
| 590  | 11  | EA  | 16" ONE-LOK MJ REST PVC SLCE16 | 257.0000        | 2,827.00         |
| 600  | 11  | EA  | 16" MJ REGULAR ACC LESS GLAND  | 70.0000         | 770.00           |
|      |     |     | <b>Package Sub-total:</b>      | <b>748.00</b>   | <b>8,228.00</b>  |

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

**BIDCNEW**

Ent By DB3 7/03/25 8:12:23

**CHANGE ORDER NO. 13**

Date of Issuance: August 7, 2025 Effective Date: \_\_\_\_\_

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

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

Description: ISCO DPO – directional bore

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:

**\$2,215,770.83**

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:

**\$10,671,565.83**

Contract Times prior to this Change Order: 6/29/2026

Increase/**Decrease** of this Change Order:

**(\$245,710.24)**

Increase/Decrease of this Change Order:

Contract Price incorporating this Change Order:

**\$10,425,855.59**

Contract Times with all approved Change Orders: 6/29/2026

**RECOMMENDED BY:**

**KIMLEY-HORN AND ASSOCIATES  
INC., DISTRICT ENGINEER**

Signed by:

*Nicole McConnell*

By: \_\_\_\_\_  
2D295E44266342D...

Title: Engineer of Record

Date: 8/14/2025

**ACCEPTED:**

**RADIANCE COMMUNITY DEVELOPMENT  
DISTRICT**

Signed by:

*W. [Signature]*

By: \_\_\_\_\_  
21AABD855FB74D4...

Title: Chair

Date: 8/11/2025

**ACCEPTED:**

**SOUTHERN UNDERGROUND  
INDUSTRIES, INC.**

Signed by:

*Belsen Comerford*

By: \_\_\_\_\_  
863B5867FD5E4B7...

Title: President

Date: 8/11/2025

ACCEPTED BY: **THE CITY OF PALM COAST, FLORIDA**

*A. Blake*

Title: Utility Engineer

Date: 8/29/2025

1. Deductive Change Order is based upon the material costs directly from ISCO Industries and it will be billed in conjunction by percentage of each bid item completed for progress billing.
2. This deductive Change Order will make a new contractual value for any language stipulations within the existing contract.
3. This change order will be DPO #4 which will be issued to ISCO Industries thru the Radiance CDD DPO format.

Accepted By:  
SOUTHERN UNDERGROUND INDUSTRIES

Signed:  \_\_\_\_\_

Name / Title: Michael Griffin / Manager \_\_\_\_\_

Date: July 3rd, 2025 \_\_\_\_\_

Accepted By:  
RADIANCE COMMUNITY DEVELOPMENT DISTRICT

Signed: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_





Bill To:  
130383  
RADIANCE CDD C/O VESTA DISTRI  
250 INTERNATIONAL PKWY STE 20  
LAKE MARY, FL 32746-5062

Ship To:  
RADIANCE CDD C/O SOUTHERN DEVE  
1700 OLD KING RD  
FLAGLER BEACH, FL 32136

Quotation

|                 |          |
|-----------------|----------|
| Quote Number    | 09080939 |
| Quote Date      | 07/03/25 |
| Expiration Date | 07/18/25 |
| Page            | 1 of 1   |

|                                    |                                                                                   |                          |
|------------------------------------|-----------------------------------------------------------------------------------|--------------------------|
| Payment Terms<br>NET 30            | Customer Job/Project Name<br>RADIANCE CDD                                         | Written By<br>STEVE HERP |
| Freight Terms<br>PREPAID AND ALLOW | Contact<br>Mike Griffin                                                           | Sales Rep<br>FL EAST     |
| Ship Via<br>Best Way               | Additional Info<br>Radiance CDD / (5,200') 18" DR 11 DIPS Pipe with Purple Stripe |                          |

| #        | Qty   | UM | Product   | Description                                                    | Each   | Extended   |
|----------|-------|----|-----------|----------------------------------------------------------------|--------|------------|
| 1        | 5,200 | FT | 10181111* | 18" DR 11 DIPS PIPE HDPE PURPLE STR<br>50' JOINTS              | 44.25  | 230,100.00 |
| 2        | 16    | EA | 53181130* | 18" DR 11 DIPS MJ ADAPTER ONLY PE W/ SS STIFF                  | 602.07 | 9,633.12   |
| 3        | 16    | EA | 53180037  | 18" ACCESSORY KIT C110 FOR MJ ADAPTER W/ BOLTS, GASKET         | 106.86 | 1,709.76   |
| 4        | 16    | EA | 53180047  | 18" IPS / DIPS GLAND C110 RING W/ ACCESSORY KIT FOR MJ ADAPTER | 266.71 | 4,267.36   |
| Subtotal |       |    |           |                                                                |        | 245,710.24 |
| FREIGHT  |       |    |           |                                                                |        |            |
| 5        | 1     | EA | 99999998* | PRICING INCLUDES FREIGHT DELIVERED TO FLAGLER BEACH, FL        | 0.00   | 0.00       |

\* Denotes Non-Stocking Item

ISCO Standard Terms and Conditions apply. Please visit <https://www.isco-pipe.com/terms-and-conditions.aspx>

|                                                                                                                                          |        |                      |                  |
|------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------|------------------|
| Merchandise Total                                                                                                                        | Tax(1) | Shipping/Handling(2) | Quote Total      |
| 245,710.24                                                                                                                               | 0.00   | 0.00                 | US \$ 245,710.24 |
| 1 Sales tax will be charged based on the ship to address at the time of invoice if there is no tax certificate on file.                  |        | Accepted By: _____   |                  |
| 2 Freight amount in this quote is an estimate only. Actual freight terms and charges will be determined at the time the order is placed. |        | Printed Name: _____  |                  |
|                                                                                                                                          |        | Date: _____          |                  |

**CHANGE ORDER NO. 14**

Date of Issuance: August 7, 2025 Effective Date: \_\_\_\_\_

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

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

Description: contract time extension due to easement issue

Attachments: **See attached Exhibit A**

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>CHANGE IN CONTRACT PRICE:</b> | <b>CHANGE IN CONTRACT TIMES:</b> |
| Original Contract Price:         | Original Contract Times:         |
| <u><b>\$8,455,795.00</b></u>     | Original Contract Price:         |

Increase/Decrease from prior Change Orders: **\$1,970,060.59**

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: **\$10,425,855.59**

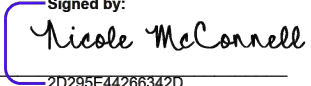
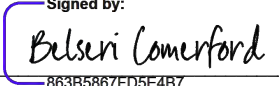
Contract Times prior to this Change Order: 6/29/2026

Increase/Decrease of this Change Order: **\$0**

Increase/Decrease of this Change Order: + 21 days

Contract Price incorporating this Change Order: **\$10,425,855.59**

Contract Times with all approved Change Orders: 7/20/2026

|                                                                                                   |                                                                                                   |                                                                                                     |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| RECOMMENDED BY:<br><b>KIMLEY-HORN AND ASSOCIATES INC., DISTRICT ENGINEER</b>                      | ACCEPTED:<br><b>RADIANCE COMMUNITY DEVELOPMENT DISTRICT</b>                                       | ACCEPTED:<br><b>SOUTHERN UNDERGROUND INDUSTRIES, INC.</b>                                           |
| Signed by:<br> | Signed by:<br> | Signed by:<br> |
| By: _____<br>2D295E44266342D...                                                                   | By: _____<br>21AABD855FB74D4...                                                                   | By: _____<br>863B5867FD5E4B7...                                                                     |
| Title: <u>Engineer of Record</u>                                                                  | Title: <u>Chair</u>                                                                               | Title: <u>President</u>                                                                             |
| Date: <u>8/14/2025</u>                                                                            | Date: <u>8/11/2025</u>                                                                            | Date: <u>8/11/2025</u>                                                                              |

ACCEPTED BY: **THE CITY OF PALM COAST, FLORIDA** *A. Blake* Title: Utility Engineer Date: 8/29/2025

Date:

CHANGE ORDER NO. 15

Date of Issuance: August 7, 2025 Effective Date: \_\_\_\_\_

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

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

Description: extended reclaim and force main jack and bores

Attachments: **See attached Exhibit A**

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>CHANGE IN CONTRACT PRICE:</b> | <b>CHANGE IN CONTRACT TIMES:</b> |
| Original Contract Price:         | Original Contract Times:         |
| <u><b>\$8,455,795.00</b></u>     | Original Contract Price:         |

|                                             |                                                          |
|---------------------------------------------|----------------------------------------------------------|
| Increase/Decrease from prior Change Orders: | Increase/Decrease from previously approved Change Orders |
| <u><b>\$1,970,060.59</b></u>                | No. _____ to No. _____:                                  |
|                                             | Substantial completion (days):                           |
|                                             | Ready for final payment (days):                          |

|                                            |                                                             |
|--------------------------------------------|-------------------------------------------------------------|
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order: <u>7/20/2026</u> |
| <u><b>\$10,425,855.59</b></u>              |                                                             |

|                                         |                                                         |
|-----------------------------------------|---------------------------------------------------------|
| Increase/Decrease of this Change Order: | Increase/Decrease of this Change Order: <u>+ 2 days</u> |
| <u><b>\$83,117.76</b></u>               |                                                         |

|                                                 |                                                                  |
|-------------------------------------------------|------------------------------------------------------------------|
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: <u>7/22/2026</u> |
| <u><b>\$10,508,973.35</b></u>                   |                                                                  |

|                                                                              |                                                             |                                                           |
|------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------|
| RECOMMENDED BY:<br><b>KIMLEY-HORN AND ASSOCIATES INC., DISTRICT ENGINEER</b> | ACCEPTED:<br><b>RADIANCE COMMUNITY DEVELOPMENT DISTRICT</b> | ACCEPTED:<br><b>SOUTHERN UNDERGROUND INDUSTRIES, INC.</b> |
| Signed by:<br><u>Nicole McConnell</u>                                        | Signed by:<br><u>[Signature]</u>                            | Signed by:<br><u>Beleni Comerford</u>                     |
| By: _____<br>2D295E44266342D...                                              | By: _____<br>21AABD855FB74D4...                             | By: _____<br>863B5867FD5E4B7...                           |
| Title: <u>Engineer of Record</u>                                             | Title: <u>Chair</u>                                         | Title: <u>President</u>                                   |
| Date: <u>8/14/2025</u>                                                       | Date: <u>8/11/2025</u>                                      | Date: <u>8/11/2025</u>                                    |

ACCEPTED BY: **THE CITY OF PALM COAST, FLORIDA** A. Blake Title: Utility Engineer Date: 8/29/2025



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: July 3, 2025

CONTRACT # 1512

CHANGE ORDER # 15

### CHANGE ORDER

| #                               | SERVICE ITEM                   | QTY  | UNIT | UNIT PRICE | LINE TOTAL       |
|---------------------------------|--------------------------------|------|------|------------|------------------|
| <b>EXTENDED JACK &amp; BORE</b> |                                |      |      |            |                  |
| 18                              | 30" JACK & BORE (SR-100) FM    | 44   | LF   | 926.00     | 40,744.00        |
| 82                              | 30" JACK & BORE (SR-100) REUSE | 44   | LF   | 926.00     | 40,744.00        |
|                                 |                                |      |      |            | -                |
|                                 |                                |      |      |            | -                |
|                                 |                                |      |      |            | -                |
|                                 |                                |      |      |            | -                |
| 2                               | BOND FEE                       | 0.02 | %    | 81,488.00  | 1,629.76         |
|                                 |                                |      |      |            | -                |
| <b>SUB TOTAL:</b>               |                                |      |      |            | <b>83,117.76</b> |
| <b>CHANGE ORDER TOTAL: \$</b>   |                                |      |      |            | <b>83,117.76</b> |

|                                                                        |    |               |
|------------------------------------------------------------------------|----|---------------|
| The Original Contract Value was                                        | \$ | 8,455,795.00  |
| The Sum of Previously Approved Change Orders                           | \$ | 1,970,060.59  |
| The Contract Amount Prior to this Change Order was                     | \$ | 10,425,855.59 |
| The Contract Value will be changed by this Change Order will be        | \$ | 83,117.76     |
| The New Contract Value including this Change Order will be             | \$ | 10,508,973.35 |
| The Contract Time will be changed by (Calendar Days)                   |    | 2.0           |
| The Date of Substantial Completion as of the date of this Change Order |    | 7/22/2026     |

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

#### PRICING NOTES:

- Change Order is based upon response to RFI #12 of extending the Force Main & Reuse Main Jack and Bore to the South to avoid the electrical duct bank and get valve out of the bottom of the drainage swale area.
- 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: July 3rd, 2025

Date:

**CHANGE ORDER NO. 16**

Date of Issuance: August 7, 2025 Effective Date: \_\_\_\_\_

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

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

Description: replace reclaim and force main jack and bores

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:

**\$2,053,178.35**

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:

**\$10,508,973.35**

Contract Times prior to this Change Order: 7/22/2026

Increase/**Decrease** of this Change Order:

**(\$129,897.00)**

Increase/Decrease of this Change Order:

Contract Price incorporating this Change Order:

**\$10,379,076.35**

Contract Times with all approved Change Orders: 7/22/2026

**RECOMMENDED BY:**

**KIMLEY-HORN AND ASSOCIATES  
INC., DISTRICT ENGINEER**

Signed by:

*Nicole McConnell*

By: \_\_\_\_\_  
2D295E44266342D...

Title: Engineer of Record

Date: 8/14/2025

**ACCEPTED:**

**RADIANCE COMMUNITY DEVELOPMENT  
DISTRICT**

Signed by:

*[Signature]*

By: \_\_\_\_\_  
21AABD855FB74D4...

Title: Chair

Date: 8/11/2025

**ACCEPTED:**

**SOUTHERN UNDERGROUND  
INDUSTRIES, INC.**

Signed by:

*Belsen Comerford*

By: \_\_\_\_\_  
863B5867FD5E4B7...

Title: President

Date: 8/11/2025

ACCEPTED BY: **THE CITY OF PALM COAST, FLORIDA**

*A. Blake*

Title: Utility Engineer

Date: 8/29/2025



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: July 3, 2025

CONTRACT # 1512

CHANGE ORDER # 16

### CHANGE ORDER

| #                               | SERVICE ITEM                          | QTY  | UNIT | UNIT PRICE   | LINE TOTAL          |
|---------------------------------|---------------------------------------|------|------|--------------|---------------------|
| <b>EXTENDED JACK &amp; BORE</b> |                                       |      |      |              |                     |
| 19                              | 30" JACK & BORE (OKR) FM              | -100 | LF   | 926.00       | (92,600.00)         |
| 15                              | 18" HDPE DR-11 DIRECTIONAL BORE FM    | 130  | LF   | 225.00       | 29,250.00           |
| 83                              | 30" JACK & BORE (OKR) REUSE           | -100 | LF   | 926.00       | (92,600.00)         |
| 80                              | 18" HDPE DR-11 DIRECTIONAL BORE REUSE | 130  | LF   | 220.00       | 28,600.00           |
| 2                               | BOND FEE                              | 0.02 | %    | (127,350.00) | (2,547.00)          |
| <b>SUB TOTAL:</b>               |                                       |      |      |              | <b>(129,897.00)</b> |
| <b>CHANGE ORDER TOTAL: \$</b>   |                                       |      |      |              | <b>(129,897.00)</b> |

|                                                                        |    |               |
|------------------------------------------------------------------------|----|---------------|
| The Original Contract Value was                                        | \$ | 8,455,795.00  |
| The Sum of Previously Approved Change Orders                           | \$ | 2,053,178.35  |
| The Contract Amount Prior to this Change Order was                     | \$ | 10,508,973.35 |
| The Contract Value will be changed by this Change Order will be        | \$ | (129,897.00)  |
| The New Contract Value including this Change Order will be             | \$ | 10,379,076.35 |
| The Contract Time will be changed by (Calendar Days)                   |    | 0.0           |
| The Date of Substantial Completion as of the date of this Change Order |    | 7/22/2026     |

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

#### PRICING NOTES:

1. Change Order is based upon response to RFI #13 of exchanging the jack and bore under OKR in replacement of directional bore.
2. All previous unit prices have been utilized for this deductive change.
3. Bond Fee has been added to maintain alignment of overall contract value.

Accepted By:  
SOUTHERN UNDERGROUND INDUSTRIES

Signed:

Name / Title: Michael Griffin / Manager

Date: July 3rd, 2025

Accepted By:  
RADIANCE COMMUNITY DEVELOPMENT DISTRICT

Signed:

Name / Title:

Date:

## EXHIBIT 4



# KOLTERLAND

## Contractor Agreement

|                            |                                                                                |                            |                                                              |
|----------------------------|--------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------|
| <b>Effective Date:</b>     | March 10, 2025                                                                 |                            |                                                              |
| <b>Owner:</b>              | <b>Full Legal Company Name: RLS-KL Radiance LLC</b>                            |                            |                                                              |
|                            | <b>Address:</b> 14025 Riveredge Drive, Suite 175                               | <b>Phone:</b> 813-615-1244 |                                                              |
|                            | <b>City:</b> Tampa                                                             | <b>Fax:</b> 813-615-1461   |                                                              |
|                            | <b>State:</b> FL                                                               | <b>Zip:</b> 33637          | <b>Email:</b><br>Hkiernan@brookfieldkolter.com               |
|                            | <b>Authorized Representative:</b> Haley Kiernan                                |                            | <b>Cell Phone:</b> 386-383-4052                              |
| <b>Contractor:</b>         | <b>Full Legal Company Name: Hazen Construction, LLC</b>                        |                            |                                                              |
|                            | Vendor Number: Click here to enter text.                                       |                            |                                                              |
|                            | Contractor State License No.: Click here to enter text. CGC061991 & CUC1223713 |                            |                                                              |
|                            | Contractor County License No.: Click here to enter text.                       |                            |                                                              |
|                            | Contractor City License No.: Click here to enter text.                         |                            |                                                              |
|                            | Federal Employer I.D. No.: Click here to enter text. 01-0569979                |                            |                                                              |
|                            | <b>Address:</b> 1599 Tionia Road                                               | <b>Phone:</b> 386-322-8700 |                                                              |
|                            | <b>City:</b> New Smyrna Beach                                                  | <b>Fax:</b> 386-756-0000   |                                                              |
|                            | <b>State:</b> FL                                                               | <b>Zip:</b> 32168          | <b>Email:</b> Click here to enter text.                      |
|                            | <b>Authorized Representative:</b> Click here to enter text.<br>Chad S Hazen    |                            | <b>Cell Phone:</b> Click here to enter text.<br>386 566-7009 |
| <b>Project:</b>            | Radiance Phase 1 – Utility                                                     |                            |                                                              |
| <b>Project HOA Entity:</b> | Full Legal Company Name: Click here to enter text.                             |                            |                                                              |
| <b>Project Location:</b>   | <b>County:</b> Flagler                                                         | <b>State:</b> FL           | <b>Zip:</b> Click here to enter text.                        |

**CONTRACTOR** shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the “Relevant Requirements”). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contractor if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement (“Agreement”) is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, “Affiliate” means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition “control” (including, with correlative meanings,

CSH FL - 02/2022

“controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the “Parties”.

Purpose of Agreement.

- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the “Work”) to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the “Materials and Labor”) included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the “Agreement Documents”). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.
- 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, “Specifications” includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "**Applicable Laws**"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("**Construction Schedule**"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
4. **Initiation of Work.**
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner

current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

**4.3** Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

**4.4** Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
- (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
- (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
- (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
- (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

**4.5** Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Sub-Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

## **5. Performance and Progress of Work.**

**5.1** From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any

changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 13.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for

completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:
- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy

the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

- (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

5.9 Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$1,000.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

## **6. Receipt and Protection of Materials; Protection of Work.**

- 6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out

of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

## **7. Quality, Inspection and Correction of Work.**

7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

## **8. Labor Matters.**



- 8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.
9. **General Environmental Compliance**
- 9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

**10. Storm Water Management.**

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all

times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

**10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

**10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

## **11. Liens/Waiver of Liens**

**11.1** Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.

**11.2** Failure to comply with the requirements of Section 12.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.

**11.3** If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.

- 11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**
- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

#### **Warranties; Warranty Work and Performance Standards.**

- 11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm

to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

- 11.10** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
- 12. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.
- 13. Relationship Management.**
- 13.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 13.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 13.3** Contractor shall maintain electronic communications with Owner via e-mail. .
- 13.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 13.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or

any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

- 13.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

**14. Goals, Continuous Improvement and Quality.**

- 14.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 14.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.
- 14.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

**15. Prices and Payment.**

- 15.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.
- 15.2 Owner shall designate the methodology for payment to Contractor.
- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or

Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.

- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
  - (c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.
- 15.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 15.7 Contractor shall not delay and/or stop any Work by reason of Owner's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 15.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 15.9 If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.

- 15.10** Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 15.11** Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12** Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.
- 15.13** Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14** Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15** No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- 15.16** Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
- 16. Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
- 17. Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship



(including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnites, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnites. Contractor shall reimburse upon demand Indemnites for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnites become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnites from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnites shall arise at the time written notice of a Claim is first provided to Indemnites regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnites are partially at fault for a Claim due to Indemnites' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnites shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnites by a Contractor's Agent who has been injured on property owned by Indemnites. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1 Contractor will defend Claims that may be brought or threatened against Indemnites and will pay on behalf of Indemnites any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnites shall be in addition to any and all other legal remedies available to Indemnites and shall not be considered Indemnites' exclusive remedy.
- 17.2 In the event Indemnites are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnites may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnites is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

18. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting

coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

**18.1 Insurance and Indemnity of Contractor's Agent(s).**

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

**18.2 Miscellaneous Insurance Provisions.**

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

**18.3 Compliance with this Section.**

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

**19. Confidentiality.** During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions,

processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

**20. Term and Termination.**

**20.1** This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

**20.2** Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

**20.3** Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

**20.4** Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
- (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in

performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

- (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;
- (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
- (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

**20.5** Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.

**20.6** If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.

**20.7** Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

**20.8** All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.

CSA/FL - 02/2022

21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.
26. **General Terms.**
- 26.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 26.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 26.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 26.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 26.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating

thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

- 26.6** Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7** Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9** Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 26.10** Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 26.11** **FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**
- 26.12** **Choice of Law, Arbitration and Venue**
- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
  - b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
  - c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover

CSA - 02/2022

as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
  - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
  - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
  - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
  - iv. The deposition of any experts that intend to testify at the arbitration hearing;
  - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
  - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
  - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

**AGREED AND ACCEPTED:**

**RLS-KL Radiance LLC**

By:   
(signature)

Name: James P. Harvey  
(printed)

Title: Authorized Signatory

Date: 4/17/25

**Hazen Construction, LLC**

By: Chad S Hazen  
(signature)

Name: Chad S. Hazen  
(printed)

Title: President

Date: 04/15/25



**Exhibit A**

**TRADE SPECIFIC SCOPE OF WORK**

SEE ATTACHED.

# HAZEN CONSTRUCTION, LLC

January 20, 2025

RE: Radiance - Phase 1

Hazen Construction is pleased to submit this proposal for the above mentioned project. Our proposal is based on the drawings as noted on the attached drawing log.

| <u>DESCRIPTION</u>                       | <u>UNIT</u> | <u>QUANTITY</u> | <u>UNIT BID</u> | <u>AMOUNT</u>          |
|------------------------------------------|-------------|-----------------|-----------------|------------------------|
| <b>SANITARY SEWER SYSTEM</b>             |             |                 |                 |                        |
| 48" diameter manhole 0'-6'               | ea          | 4               | 5,652.00        | \$ 22,608.00           |
| 48" diameter manhole 6'-8'               | ea          | 5               | 5,865.00        | \$ 29,325.00           |
| 48" diameter manhole 8'-10'              | ea          | 5               | 6,684.00        | \$ 33,420.00           |
| 48" diameter manhole 10'-12'             | ea          | 5               | 7,397.00        | \$ 36,985.00           |
| 48" diameter manhole 12'-14'             | ea          | 3               | 7,949.00        | \$ 23,847.00           |
| 48" diameter manhole 14'-16'             | ea          | 3               | 9,148.00        | \$ 27,444.00           |
| 48" diameter manhole 16'-18'             | ea          | 3               | 9,867.00        | \$ 29,601.00           |
| 48" diameter manhole 18'-20'             | ea          | 1               | 10,892.00       | \$ 10,892.00           |
| 48" diameter drop manhole 8'-10'         | ea          | 1               | 7,184.00        | \$ 7,184.00            |
| 48" diameter drop manhole 12'-14'        | ea          | 1               | 8,497.00        | \$ 8,497.00            |
| 48" diameter drop manhole 16'-18'        | ea          | 1               | 9,515.00        | \$ 9,515.00            |
| 48" diameter aggru-lined manhole 20'-22' | ea          | 1               | 18,278.00       | \$ 18,278.00           |
| 8" SDR-26 0'-6'                          | lf          | 1,092           | 42.00           | \$ 45,864.00           |
| 8" SDR-26 6'-8'                          | lf          | 1,386           | 46.00           | \$ 63,756.00           |
| 8" SDR-26 8'-10'                         | lf          | 84              | 54.00           | \$ 4,536.00            |
| 8" SDR-26 10'-12'                        | lf          | 70              | 59.00           | \$ 4,130.00            |
| 10" SDR-26 6'-8'                         | lf          | 14              | 55.00           | \$ 770.00              |
| 10" SDR-26 8'-10'                        | lf          | 588             | 63.00           | \$ 37,044.00           |
| 10" SDR-26 10'-12'                       | lf          | 350             | 68.00           | \$ 23,800.00           |
| 10" SDR-26 12'-14'                       | lf          | 364             | 75.00           | \$ 27,300.00           |
| 10" SDR-26 14'-16'                       | lf          | 154             | 79.00           | \$ 12,166.00           |
| 10" SDR-26 16'-18'                       | lf          | 588             | 84.00           | \$ 49,392.00           |
| 10" SDR-26 18'-20'                       | lf          | 280             | 91.00           | \$ 25,480.00           |
| 6" single service                        | ea          | 23              | 1,236.00        | \$ 28,428.00           |
| 6" double service                        | ea          | 43              | 1,472.00        | \$ 63,296.00           |
| Lift station                             | ls          | 1               | 393,062.00      | \$ 393,062.00          |
| Connect to existing 6" w/ sleeve         | ea          | 1               | 1,923.00        | \$ 1,923.00            |
| 6" C900 DR-18 force main                 | lf          | 1,900           | 44.00           | \$ 83,600.00           |
| Miscellaneous materials                  | ls          | 1               | 3,500.00        | \$ 3,500.00            |
| <b>Sub-total</b>                         |             |                 |                 | <b>\$ 1,125,643.00</b> |
| <b>POTABLE WATER SYSTEM</b>              |             |                 |                 |                        |
| 16" x 8" tapping sleeve & valve          | ea          | 1               | 8,352.00        | \$ 8,352.00            |
| 8" C900 DR-18 water main                 | lf          | 4,060           | 56.00           | \$ 227,360.00          |
| 6" C900 DR-18 water main                 | lf          | 1,840           | 35.00           | \$ 64,400.00           |
| 8" gate valve                            | ea          | 8               | 2,726.00        | \$ 21,808.00           |
| 6" gate valve                            | ea          | 7               | 2,157.00        | \$ 15,099.00           |
| Fire hydrant assembly                    | ea          | 10              | 8,458.00        | \$ 84,580.00           |
| 2" Blowoff / Flushing Hydrant            | ea          | 1               | 10,084.00       | \$ 10,084.00           |
| 1" single short service                  | ea          | 8               | 989.00          | \$ 7,912.00            |
| 1" single long service                   | ea          | 10              | 1,282.00        | \$ 12,820.00           |
| 1" double short service                  | ea          | 31              | 1,305.00        | \$ 40,455.00           |
| 1" double long service                   | ea          | 13              | 1,404.00        | \$ 18,252.00           |

1599 Tionia Road  
New Smyrna Beach, Florida 32168

Phone: 386 322-8700  
Fax: 386 756-0000

# HAZEN CONSTRUCTION, LLC

| DESCRIPTION                            | UNIT | QUANTITY | UNIT BID  | AMOUNT               |
|----------------------------------------|------|----------|-----------|----------------------|
| 2" Blowoff assembly                    | ea   | 5        | 2,417.00  | \$ 12,085.00         |
| Miscellaneous materials                | ls   | 1        | 3,500.00  | \$ 3,500.00          |
| <b>Sub-total</b>                       |      |          |           | <b>\$ 526,707.00</b> |
| <b>STORM DRAINAGE SYSTEM - PHASE 1</b> |      |          |           |                      |
| 18" ADS N-12 HDPE                      | lf   | 600      | 49.00     | \$ 29,400.00         |
| 24" ADS N-12 HDPE                      | lf   | 1,180    | 65.00     | \$ 76,700.00         |
| 30" ADS N-12 HDPE                      | lf   | 520      | 94.00     | \$ 48,880.00         |
| 36" ADS N-12 HDPE                      | lf   | 1,720    | 104.00    | \$ 178,880.00        |
| 42" ADS N-12 HDPE                      | lf   | 200      | 151.00    | \$ 30,200.00         |
| Type "V" Inlet                         | ea   | 26       | 6,357.00  | \$ 165,282.00        |
| Storm manhole                          | ea   | 12       | 5,870.00  | \$ 70,440.00         |
| Drainage control structure w/skimmer   | ea   | 2        | 10,500.00 | \$ 21,000.00         |
| Bubble up structure                    | ea   | 3        | 8,900.00  | \$ 26,700.00         |
| 18" MES                                | ea   | 1        | 1,860.00  | \$ 1,860.00          |
| 24" MES                                | ea   | 3        | 1,976.00  | \$ 5,928.00          |
| 30" MES                                | ea   | 1        | 2,340.00  | \$ 2,340.00          |
| 36" MES                                | ea   | 3        | 2,531.00  | \$ 7,593.00          |
| 42" MES                                | ea   | 1        | 3,871.00  | \$ 3,871.00          |
| Miscellaneous materials                | ls   | 1        | 3,500.00  | \$ 3,500.00          |
| <b>Sub-total</b>                       |      |          |           | <b>\$ 672,674.00</b> |
| <b>STORM DRAINAGE SYSTEM - PHASE 2</b> |      |          |           |                      |
| 18" ADS N-12 HDPE                      | lf   | 120      | 49.00     | \$ 5,880.00          |
| 24" ADS N-12 HDPE                      | lf   | 220      | 65.00     | \$ 14,300.00         |
| Storm manhole                          | ea   | 2        | 5,870.00  | \$ 11,740.00         |
| 18" MES                                | ea   | 1        | 1,860.00  | \$ 1,860.00          |
| 24" MES                                | ea   | 1        | 1,976.00  | \$ 1,976.00          |
| Miscellaneous materials                | ls   | 1        | 1,500.00  | \$ 1,500.00          |
| <b>Sub-total</b>                       |      |          |           | <b>\$ 37,256.00</b>  |
| <b>STORM DRAINAGE SYSTEM - PHASE 3</b> |      |          |           |                      |
| 24" ADS N-12 HDPE                      | lf   | 180      | 65.00     | \$ 11,700.00         |
| 30" ADS N-12 HDPE                      | lf   | 280      | 94.00     | \$ 26,320.00         |
| Storm manhole                          | ea   | 1        | 5,870.00  | \$ 5,870.00          |
| Type "V" Inlet                         | ea   | 1        | 6,357.00  | \$ 6,357.00          |
| 24" MES                                | ea   | 1        | 1,976.00  | \$ 1,976.00          |
| 30" MES                                | ea   | 1        | 2,340.00  | \$ 2,340.00          |
| Miscellaneous materials                | ls   | 1        | 1,500.00  | \$ 1,500.00          |
| <b>Sub-total</b>                       |      |          |           | <b>\$ 56,063.00</b>  |
| <b>STORM DRAINAGE SYSTEM - PHASE 4</b> |      |          |           |                      |
| 30" ADS N-12 HDPE                      | lf   | 200      | 94.00     | \$ 18,800.00         |
| 36" ADS N-12 HDPE                      | lf   | 740      | 104.00    | \$ 76,960.00         |
| Type "V" Inlet                         | ea   | 1        | 6,357.00  | \$ 6,357.00          |
| Storm manhole                          | ea   | 3        | 5,870.00  | \$ 17,610.00         |
| Drainage control structure w/skimmer   | ea   | 1        | 10,500.00 | \$ 10,500.00         |
| Bubble up structure                    | ea   | 1        | 8,900.00  | \$ 8,900.00          |
| 30" MES                                | ea   | 1        | 2,340.00  | \$ 2,340.00          |
| 36" MES                                | ea   | 1        | 2,531.00  | \$ 2,531.00          |
| Miscellaneous materials                | ls   | 1        | 1,800.00  | \$ 1,800.00          |
| <b>Sub-total</b>                       |      |          |           | <b>\$ 145,798.00</b> |
| <b>SITEWORK AND PAVING</b>             |      |          |           |                      |
| Inlet Protection                       | ea   | 32       | 250.00    | \$ 8,000.00          |
| Grading                                | ls   | 1        | 65,000.00 | \$ 65,000.00         |

# HAZEN CONSTRUCTION, LLC

| DESCRIPTION                                    | UNIT | QUANTITY | UNIT BID  | AMOUNT          |
|------------------------------------------------|------|----------|-----------|-----------------|
| 6" Sub Grade                                   | sy   | 1,601    | 5.00      | \$ 8,005.00     |
| 12" Sub Grade                                  | sy   | 15,379   | 7.00      | \$ 107,653.00   |
| 8" Limerock                                    | sy   | 19,251   | 21.00     | \$ 404,271.00   |
| 1.5" Asphalt SP-9.5                            | sy   | 15,257   | 13.00     | \$ 198,341.00   |
| Miami curb and gutter                          | lf   | 11,415   | 21.00     | \$ 239,715.00   |
| 3' Valley Curb and Gutter                      | lf   | 326      | 34.00     | \$ 11,084.00    |
| Sidewalk 4"                                    | sf   | 11,991   | 7.00      | \$ 83,937.00    |
| 6" Concrete Ramps & Concrete Slab Lift Station | sf   | 1,093    | 8.00      | \$ 8,744.00     |
| 5' Wide Truncated Dome H/C Ramps               | ea   | 20       | 550.00    | \$ 11,000.00    |
| Sod 2' back of curb                            | sy   | 2,663    | 4.00      | \$ 10,652.00    |
| Seed and Mulch                                 | ac   | 3        | 2,750.00  | \$ 8,250.00     |
| Striping and Signage                           | ls   | 1        | 22,825.00 | \$ 22,825.00    |
| Surveying layout                               | ls   | 1        | 43,500.00 | \$ 43,500.00    |
| Asbuilt                                        | ls   | 1        | 24,000.00 | \$ 24,000.00    |
| Miscellaneous materials                        | ls   | 1        | 5,000.00  | \$ 5,000.00     |
| Sub-total                                      |      |          |           | \$ 1,259,977.00 |
| Total                                          |      |          |           | \$ 3,824,018.00 |

## Exclusions / Qualifications:

1. This proposal may be withdrawn by us if not accepted within thirty (30) days.
2. Our price is based on quantities and units as stated above.
3. Rock excavation is not included.
4. Select backfill / removal and/or disposal of any unsuitable material is not included.
5. Permits or inspection fees are not included.
6. Bonds are not included.
7. Meters or connection fees are not included.
8. Layout for our work is included.
9. Bacteriological testing for our work is included.
10. Density testing for our work is not included.
11. Dewatering for our work is included.
12. Video of sanitary lines is included; video of storm lines is not included.
13. Site to be topo'd prior to mobilization to verify provided survey. Proposal to be adjusted if required. Mass grading scope is not included.
14. We have not included any site amenities - decorative signage and/or signage posts, lighting, benches, fountains, mailboxes, gates, etc.
15. Sewer manhole 72 and sewer service for lot. # 400 and 401 are included to the pricing for Phase 1.
16. Phase 1 is priced per "North Site Plan" dated 06/19/2024 received per email from Haley Kiernan on 07/01/2024.
17. We have not included any above ground or below ground utility relocation for any of the work.
18. No offsite work is included.
19. All roadway areas to be graded by others to subgrade elevation. Earthwork excavation, embankment, or imported fill has not been included.
20. ~~Due to the current market conditions and volatility, pricing is subject to change on materials, fuel, aggregate, subcontractors, etc. Price adjustment to be provided with appropriate documentation.~~
21. ~~Our pricing is subject to the availability of materials, at the time of construction, of any items of work in this proposal.~~

Sincerely,  
Hazen Construction

  
Chad S. Hazen  
Owner

CSH

January 20, 2025

Hazen Construction

## Radiance - Phase 1

### Drawing Log

Drawings prepared by Kimley Horn

| <u>Drawing</u> | <u>Description</u>                          | <u>Date</u> |
|----------------|---------------------------------------------|-------------|
| C0.0           | Cover Sheet                                 | 02/02/24    |
| C1.0           | General Notes                               | 02/02/24    |
| C1.1           | FGUA General Notes                          | 02/02/24    |
| C2.0           | Stormwater Pollution Prevention Plan        | 02/02/24    |
| C2.1           | Erosion Control Plan                        | 02/02/24    |
| C3.0           | Overall Existing Conditions & Demo Plan     | 02/02/24    |
| C3.1 - C3.4    | Detailed Existing Condition & Demo Plan     | 02/02/24    |
| C4.0           | Overall Site Plan                           | 02/02/24    |
| C4.1 - C4.10   | Detailed Site Plan                          | 02/02/24    |
| C5.0           | Overall Paving, Grading, and Drainage Plan  | 02/02/24    |
| C5.1 - C5.10   | Detailed Paving, Grading, and Drainage Plan | 02/02/24    |
| C6.0 - C6.3    | Radiant Drive Plan and Profile              | 06/13/23    |
| C6.4 - C6.7    | Sunshine Road Plan and Profile              | 06/13/23    |
| C6.8 - C6.11   | Jubilance Drive Road Plan and Profile       | 06/13/23    |
| C6.12 - C6.13  | Reflection Road Plan and Profile            | 06/13/23    |
| C6.14          | Majesty Avenue Plan and Profile             | 06/13/23    |
| C6.15          | Sunbeam Avenue Plan and Profile             | 06/13/23    |
| C6.16          | Rising Sun Court Plan and Profile           | 06/13/23    |
| C6.17          | Brilliant Court Plan and Profile            | 06/13/23    |
| C7.3 - C7.4    | Radiant Utility Plan and Profile            | 02/02/24    |
| C7.11 - C7.12  | Jubilance Utility Plan and Profile          | 02/02/24    |
| C7.13 - C7.14  | Relection Utility Plan and Profile          | 02/02/24    |
| C7.15          | Majesty Utility Plan and Profile            | 02/02/24    |
| C7.16          | Sunbeam Utility Plan and Profile            | 02/02/24    |
| C7.18          | Brilliant Utility Plan and Profile          | 02/02/24    |
| C7.19          | Phasing Details                             | 02/02/24    |
| C9.0 - C9.4    | Construction Details                        | 02/02/24    |
| C8.5           | Pond Cross Section                          | 02/02/24    |
| C9.6           | Sign Details                                | 02/02/24    |
| C9.7           | Sidewalk Details                            | 02/02/24    |
| C8.8           | Crosswalk Details                           | 02/02/24    |
| C9.0 - C9.7    | City of Palm Coast Details                  | 02/02/24    |
| C10.0 - C10.2  | Lift Station Details                        | 02/02/24    |

CSH

## Exhibit B

### GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of

hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back



charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.

- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or

less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
  - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.
- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

## 2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct

himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
  - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
  - c. Contractor will assist Owner in complying with the OSHA Regulations.
  - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
  2. No loud radios, music, or unnecessary noise on the site.
  3. No distraction of fellow workers.
  4. No alcohol or drugs on the site.
  5. No weapons of any kind on the site.
  6. No profanity or discourteous conduct on the site.
  7. No horseplay or fighting on the site.
  8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
  9. No unauthorized vehicles or parking in any production area.
  10. No entry into an active blasting or barricaded area during active operations.
  11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

## Exhibit C

### SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.



- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

**Exhibit D**

**EMERGENCY ACTION PLAN**

**N/A**

## Exhibit E

### INSURANCE REQUIREMENTS

RLS-KL Radiance LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637  
Phone (813) 615-1244  
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement (“**Agreement**”) by and between RLS-KL Radiance LLC (“**Owner**”) and Hazen Construction, LLC (“**Contractor**”) all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement.

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

#### **Evidence of Insurance Required:**

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions (“SIR”) and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) RLS-KL Radiance LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (04 13) or its equivalent) for the General Liability policy, see example attached. BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE. The Additional Insured Endorsement must list your policy number and **MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.**

#### **GENERAL LIABILITY**

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

CSA FL - 02/2022

- (b) Products and completed operations, which shall:
  - i. cover materials designed, furnished and/or modified in any way by Contractor;
  - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
  - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") cannot fulfill the requirement for CGL coverage under the Agreement.

#### **AUTOMOBILE INSURANCE**

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

#### **(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

*CSH* FL - 02/2022

- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

#### **UMBRELLA OR EXCESS INSURANCE**

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

#### **PROFESSIONAL LIABILITY INSURANCE**

With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

**26.13 CERTIFICATES OF INSURANCE.** Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
  - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
  - (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
  - (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
  - (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

**SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04**

POLICY NUMBER: (MUST BE FILLED IN)  
COMMERCIAL GENERAL LIABILITY

**26.14** THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:

**26.15** Kolter Group Acquisitions LLC &

**26.16** RLS-KL Radiance LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CSA FL - 02/2022

**Exhibit F**  
**PARTIAL WAIVER AND RELEASE OF LIEN**

RLS-KL Radiance LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$\_\_\_\_\_, paid by RLS-KL Radiance LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Radiance according to the plat thereof on file in the office of the Clerk of the Court in and for Flagler, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR:  
HAZEN CONSTRUCTION, LLC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

BY: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
COMMISSION #: \_\_\_\_\_

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

CSFL - 02/2022

**Exhibit G**  
**FINAL WAIVER AND RELEASE OF LIEN**

RLS-KL Radiance LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$\_\_\_\_\_, paid by RLS-KL Radiance LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Radiance according to the plat thereof on file in the office of the Clerk of the Court in and for Flagler, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR:  
Hazen Construction, LLC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

BY: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
COMMISSION #: \_\_\_\_\_

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

CSA FL - 02/2022



**ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")**  
**[RADIANCE CDD – RADIANCE PHASE 1 UTILITY PROJECT]**

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated March 10, 2025 ("**Contract**") between the RLS-KL Radiance LLC ("**Developer**") and Hazen Construction, LLC ("**Contractor**"), and in order to add certain third party rights in favor of the Radiance Community Development District ("**District**"), which has an address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application.

3. **THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. **INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. **INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

6. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, *Florida Statutes*, and other Florida law.

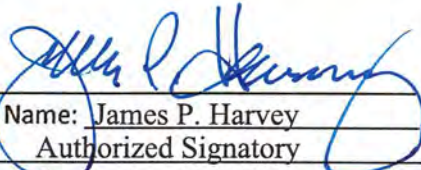
8. **NOTICES.** Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

[SIGNATURES ON NEXT PAGE]

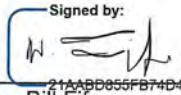
[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

RLS-KL RADIANCE LLC

By:   
Printed Name: James P. Harvey  
Title: Authorized Signatory  
Dated: September 18, 2025

RADIANCE COMMUNITY DEVELOPMENT  
DISTRICT

By:   
Printed Name: Bill Fife  
Title: Chairperson  
Dated: 9/18/2025

HAZEN CONSTRUCTION, LLC

By:   
Printed Name: Chad S. Hazen  
Title: Authorized Signatory  
Dated: 9/18/25

## EXHIBIT 5

**RADIANCE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA ONE)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Radiance Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of August 1, 2025, as supplemented by that certain First Supplemental Trust Indenture dated as of August 1, 2025 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable; *Acquisition Agreement, dated October 28, 2024*
- (C) Name of Payee: *RLS-KL Radiance, LLC*
- (D) Amount Payable: *\$813,699.10*
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): *Acquisition of partial progress for Assessment Area One improvements (Phase 1 Earthwork and Clearing, Pay Apps #1-3)*
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
  
*Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2025 Project; and
- 4. each disbursement represents a Cost of 2025 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.



Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

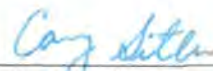
**RADIANCE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 9/29/25

**CONSULTING ENGINEER'S APPROVAL  
FOR NON-COST OF ISSUANCE ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2025 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2025 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2025 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements, notwithstanding the foregoing, because the District Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or market conditions, any opinions rendered as to CDD Costs, are made on the basis of District Engineer's experience and its judgment as an experienced and qualified professional, familiar with the industry; and (C) to the best of Consulting Engineer's knowledge and belief, the plans and specifications for the 2025 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained (notwithstanding the foregoing the Consulting Engineer makes no guarantee or warranty that approvals will be obtained); (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2025 Project for which disbursement is made, pursuant to this Requisition, have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2025 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.

  
Consulting Engineer

**WIRE TRANSFER INSTRUCTIONS**

**WELLS FARGO BANK N.A.  
420 Montgomery  
San Francisco, CA 94104**

**ABA #121000248**

**FOR CREDIT TO:  
RLS-KL RADIANCE LLC**

**ACCOUNT #4565552718**

**\*\*IMPORTANT\*\***

**Must call 561-682-9500 ext. 227  
To verify instructions before sending a wire.**



**ACQUISITION CERTIFICATE FOR PARTIAL PROGRESS PAYMENT**  
**[RADIANCE CDD – RADIANCE PHASE 1 EARTHWORK & CLEARING PROJECT]**

Payment Applications #1-3 (together, "Pay Application")

Total Pay Application Amount: \$961,971.41

CDD Eligible Amount: \$813,699.10

Developer: RLS-KL Radiance LLC ("Developer")

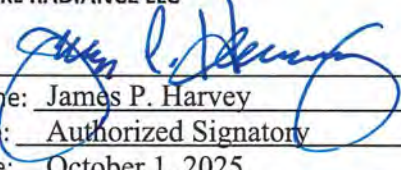
Contractor: Smith Trucking Company Inc. ("Contractor")

Site CDD Work Contract: *Contractor Agreement*, dated March 10, 2025 ("Contract")

Engineer's Report: *Master and First Supplemental Engineer's Report*, dated August 4, 2022 (together, "Engineer's Report")

**DEVELOPER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the Developer and for the purpose of the District acquiring the "CDD Work" described in the Pay Application attached as **Exhibit A**, and in the CDD Eligible Amount set forth above. By executing this certificate, the Developer certifies that: (1) the Developer is the developer of certain lands within District; (2) the Contract includes various improvements, including but not limited to the CDD Work that is part of the "Project" as defined in the Engineer's Report ("CDD Improvements"); (3) any private improvements (if any) under the Contract have been excluded from the CDD Eligible Amount; (4) the Developer agrees to cause all CDD Improvements under the Contract to be completed in a manner consistent with the Contract (regardless of whether the District has sufficient money to reimburse the full cost of the CDD Improvements) and to ensure that no liens are placed on the CDD Improvements; (5) upon completion of all CDD Improvements, the Developer shall transfer by final bill of sale to the District all such CDD Improvements, and shall transfer to the District any permits or similar approvals, as well as any related work product, necessary for the operation of the Project, and shall provide all maintenance bonds or other forms of security in connection with the turnover of any portions of the CDD Improvements to a local general purpose unit of government; (6) the Developer has paid all amounts due under the Pay Application and desires for the District to acquire the CDD Work, as further evidenced by the contractor partial release attached hereto as **Exhibit B**; (7) no money is currently owed to any contractors or subcontractors for any CDD Work performed under the Contract; and (8) no party is in default under the Contract. The Developer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work identified in **Exhibit A**, and funding such CDD Work subject to the terms of that certain *Acquisition Agreement*, between the District and the Developer and dated October 28, 2024.

RLS-KL RADIANCE LLC

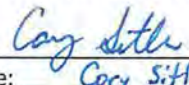
  
Name: James P. Harvey

Title: Authorized Signatory

Date: October 1, 2025

**DISTRICT ENGINEER CERTIFICATION** - For good and valuable consideration, the undersigned has executed this certificate for and on behalf of the District Engineer and for the benefit of the District as of the date set forth below. By executing this certificate, the District Engineer certifies that: (1) the CDD Work – and specifically the CDD Eligible Amount set forth above – is within the scope of the Engineer's Report and specifically benefits the applicable property within the District; (2) the CDD Work was conducted in accordance with the Contract and design specifications, and the District Engineer is not aware of any defects in the CDD Work; (3) the cost of the CDD Work in the amount of the CDD Eligible Amount is equal to or less than what was actually paid by the Developer for the CDD Work or the reasonable fair market value of the CDD Work; (4) all known plans, permits and specifications necessary for the operation and maintenance of the CDD Work, upon completion, have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (5) it is appropriate at this time for the District to acquire the CDD Work. The District Engineer acknowledges that the District intends to rely on this certification for purposes of acquiring the CDD Work.

KIMLEY-HORN AND ASSOCIATES INC.

  
Name: Cory Sittler

Title: Associate

Date: 9/25/25

**Exhibit A:** Payment Application, with District Items Identified

**Exhibit B:** Contractor Partial Release for Payment Application

**BILL OF SALE FOR PARTIAL PROGRESS PAYMENT**  
**[RADIANCE CDD – RADIANCE PHASE 1 EARTHWORK & CLEARING PROJECT]**

**Payment Applications #1-3 (together, "Pay Application")**

**Total Pay Application Amount: \$961,971.41**

**CDD Eligible Amount: \$813,699.10**

**Contractor: Smith Trucking Company Inc. ("Contractor")**

**Site Work Contract: *Contractor Agreement*, dated March 10, 2025 ("Contract")**

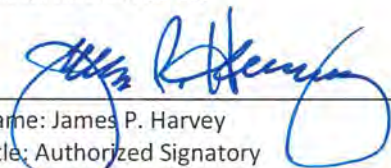
**THIS BILL OF SALE** is made to be effective as of the 1st day of October, 2025, by and between **RLS-KL Radiance, LLC**, a Delaware limited liability company ("**Grantor**"), whose address is c/o: 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 and **Radiance Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o: 250 International Parkway, Suite 208, Lake Mary, Florida 32746.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the work (together, "**Property**") as described in **Exhibit A** to have and to hold for Grantee's own use and benefit forever. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale is hereby executed and delivered on the date below.

Signed, sealed and delivered by:

**RLS-KL RADIANCE LLC**

  
Name: James P. Harvey  
Title: Authorized Signatory  
Date: October 1, 2025

**Exhibit A:** Pay Application, with District Items Identified





Smith Trucking Company, Inc.

51 Ellis Street  
Suite 101  
St. Augustine, FL 32095

# Invoice

| Date      | Invoice #   |
|-----------|-------------|
| 5/22/2025 | 104634-RFP1 |

Bill To

RLS-KL Radiance, LLC (Kolter Land)  
Attn: Haley Kiernan

**TOTAL PRIVATE WORK - \$15,750.00  
(LESS 10% RETAINAGE)  
TOTAL PUBLIC WORK - \$48,175.00  
(LESS 10% RETAINAGE)**

|                | P.O. No. | Terms                   | Project            |
|----------------|----------|-------------------------|--------------------|
|                |          | Net 30                  | 25011 Radiance PH1 |
| Description    | Qty      | Rate                    | Amount             |
| Mobilization   | 0.25     | 12,500.00               | 3,125.00           |
| Surveying      | 0.1      | 58,000.00               | 5,800.00           |
| NPDES          | 0.2      | 12,500.00               | 2,500.00           |
| Clearing       | 21       | 2,500.00                | 52,500.00          |
| DITCH REVISION |          |                         |                    |
| SUBTOTAL       |          |                         | 63,925.00          |
| Retainage Held |          | -10.00%                 | -6,392.50          |
|                |          | <b>Subtotal</b>         | \$57,532.50        |
|                |          | <b>Sales Tax (0.0%)</b> | \$0.00             |
|                |          | <b>Total</b>            | \$57,532.50        |
|                |          | <b>Payments/Credits</b> | \$0.00             |
|                |          | <b>Balance Due</b>      | \$57,532.50        |

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO: **RLS-KL Radiance LLC**  
**14025 Riveredge Drive, Suite 175**  
**Tampa, FL 33637**

PROJECT: 25011 - Radiance Phase 1

APPLICATION NO: 1  
PERIOD TO: 05/25/25  
STC PROJECT NO: 25011  
CONTRACT DATE: 03/10/25

DISTRIBUTION TO:  
☐ OWNER  
☐ OWNER REPRESENTATIVE  
☐ ARCHITECT/DESIGNER  
☐ CONTRACTOR  
☒ DEVELOPER

FROM: **Smith Trucking Company, Inc.**  
**51 Ellis Street, Suite 101**  
**St. Augustine, Florida 32095**

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

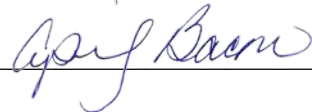
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, is attached.

|                                                                                                              |                        |
|--------------------------------------------------------------------------------------------------------------|------------------------|
| <b>1. ORIGINAL CONTRACT SUM</b>                                                                              | <b>\$ 1,640,486.11</b> |
| <b>2. NET CHANGE BY CHANGE ORDERS &amp; EXTRAS</b>                                                           | <b>\$ -</b>            |
| <b>3. CONTRACT SUM TO DATE (Line 1+2)</b>                                                                    | <b>\$ 1,640,486.11</b> |
| <b>4. TOTAL COMPLETED &amp; STORED TO DATE</b><br>(Column G on G703)                                         | <b>\$ 63,925.00</b>    |
| <b>5. RETAINAGE:</b><br>a. 10 % of Completed Work<br>b. 10 % of Stored Material<br>Total in Column I of G703 | <b>\$ 6,392.50</b>     |
| <b>6. TOTAL EARNED LESS RETAINAGE</b><br>(Line 4 less Line 5 Total)                                          | <b>\$ 57,532.50</b>    |
| <b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b><br>(Line 6 from prior Certificate)                          | <b>\$ -</b>            |
| <b>8. CURRENT PAYMENT DUE</b>                                                                                | <b>\$ 57,532.50</b>    |
| <b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b><br>(Line 3 less Line 6)                                     | <b>\$ 1,582,953.61</b> |

|                                                    |             |
|----------------------------------------------------|-------------|
| <b>CHANGE ORDER SUMMARY</b>                        |             |
| Total changes approved in previous months by Owner | \$ -        |
| Total approved this month                          | \$ -        |
| <b>NET CHANGES by Change Order</b>                 | <b>\$ -</b> |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR: SMITH TRUCKING COMPANY, INC.**

By:  Date 05.22.2025

**OWNER REPRESENTATIVE/CONTRACTOR CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner Representative/Contractor certifies to the Owner to the best of the Owner's Representative/Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED..... \$ 57,532.50**

OWNER REPRESENTATIVE/CONTRACTOR

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION NO: 1  
APPLICATION DATE: 05/25/25

PERIOD TO: 5/25/2025  
PROJECT NO: Radiance Phase 1  
STC PROJECT NO: 25011

| A           | B                  | C            |           |      | D                            | E            | F G H                 |             |                     | I                             | J                             | K                           | L                                    |         | I                       | J           |    |
|-------------|--------------------|--------------|-----------|------|------------------------------|--------------|-----------------------|-------------|---------------------|-------------------------------|-------------------------------|-----------------------------|--------------------------------------|---------|-------------------------|-------------|----|
| SUBCONTRACT |                    | ITEM NO.     | COST CODE | UNIT | DESCRIPTION OF WORK          | UNIT PRICE   | QUANTITIES            |             |                     |                               | DOLLAR AMOUNT                 |                             |                                      | % (K/B) | BALANCE TO FINISH (B-K) | RETAINAGE   |    |
| QTY         | TOTAL (\$) (A x E) |              |           |      |                              |              | PREVIOUS APPLICATIONS | THIS PERIOD | TOTAL TO DATE (F+G) | PREVIOUS APPLICATIONS (F x E) | COMPLETED THIS PERIOD (G x E) | STORED MATERIAL THIS PERIOD | COMPLETED and STORED TO DATE (H+J+K) |         |                         |             |    |
| 1.00        | \$ 12,500.00       | 10           |           | LS   | MOBILIZATION                 | \$ 12,500.00 | 0.00                  | 0.25        | 0.25                | \$ -                          | \$ 3,125.00                   | \$ -                        | \$ 3,125.00                          | 25%     | \$ 9,375.00             | \$ 312.50   | 25 |
| 1.00        | \$ 12,500.00       | 15           |           | LS   | CONSTRUCTION ENTRANCE        | \$ 12,500.00 | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 12,500.00            | \$ -        | 10 |
| 1.00        | \$ 58,000.00       | 20           |           | LS   | SURVEYING                    | \$ 58,000.00 | 0.00                  | 0.10        | 0.10                | \$ -                          | \$ 5,800.00                   | \$ -                        | \$ 5,800.00                          | 10%     | \$ 52,200.00            | \$ 580.00   |    |
| 1.00        | \$ 52,000.00       | 30           |           | LS   | TESTING                      | \$ 52,000.00 | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 52,000.00            | \$ -        |    |
| 1.00        | \$ 12,500.00       | 40           |           | LS   | NPDES                        | \$ 12,500.00 | 0.00                  | 0.20        | 0.20                | \$ -                          | \$ 2,500.00                   | \$ -                        | \$ 2,500.00                          | 20%     | \$ 10,000.00            | \$ 250.00   | 50 |
| 41.00       | \$ 102,500.00      | 50           |           | AC   | CLEARING                     | \$ 2,500.00  | 0.00                  | 21.00       | 21.00               | \$ -                          | \$ 52,500.00                  | \$ -                        | \$ 52,500.00                         | 51%     | \$ 50,000.00            | \$ 5,250.00 |    |
| 11,290.00   | \$ 42,337.50       | 60           |           | LF   | SILT FENCE                   | \$ 3.75      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 42,337.50            | \$ -        |    |
| 40,742.00   | \$ 122,226.00      | 70           |           | CY   | REMOVAL OF STRIPPINGS ONSITE | \$ 3.00      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 122,226.00           | \$ -        |    |
| 157,421.00  | \$ 511,618.25      | 80           |           | CY   | REGULAR EXCAVATION           | \$ 3.25      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 511,618.25           | \$ -        |    |
| 34,374.00   | \$ 111,715.50      | 80           |           | CY   | REGULAR EXCAVATION - PHASE 4 | \$ 3.25      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 111,715.50           | \$ -        |    |
| 232,537.00  | \$ 232,537.00      | 90           |           | CY   | EMBANKMENT                   | \$ 1.00      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 232,537.00           | \$ -        |    |
| 1.00        | \$ 92,313.00       | 100          |           | LS   | DEWATERING                   | \$ 92,313.00 | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 92,313.00            | \$ -        |    |
| 147,738.00  | \$ 39,889.26       | 110          |           | SY   | FINISH GRADING               | \$ 0.27      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 39,889.26            | \$ -        |    |
| 41,811.00   | \$ 152,610.15      | 120          |           | SY   | SODDING                      | \$ 3.65      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 152,610.15           | \$ -        |    |
| 110,545.00  | \$ 45,323.45       | 130          |           | SY   | SEEDING                      | \$ 0.41      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 45,323.45            | \$ -        |    |
|             |                    |              |           |      |                              |              |                       |             |                     |                               |                               |                             |                                      |         |                         |             |    |
|             |                    |              |           |      | Ditch Revision               |              |                       |             |                     |                               |                               |                             |                                      |         |                         |             |    |
| 3,300.00    | \$ 10,725.00       | 70           |           | CY   | REMOVAL OF STRIPPINGS ONSITE | \$ 3.25      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 10,725.00            | \$ -        |    |
| 6,092.00    | \$ 19,799.00       | 80           |           | CY   | REGULAR EXCAVATION           | \$ 3.25      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 19,799.00            | \$ -        |    |
| 9,392.00    | \$ 9,392.00        | 90           |           | CY   | EMBANKMENT                   | \$ 1.00      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0%      | \$ 9,392.00             | \$ -        |    |
|             |                    |              |           |      |                              |              |                       |             |                     |                               |                               |                             |                                      |         |                         |             |    |
|             | \$ 1,640,486.11    | TOTAL PAGE 1 |           |      |                              |              |                       |             |                     | \$ -                          | \$ 63,925.00                  | \$ -                        | \$ 63,925.00                         | 3.90%   | #####                   | \$ 6,392.50 |    |

6392.50  
57,532.50

**CONDITIONAL WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, conditional upon receipt of the sum of **\$57,532.50** for payment. Hereby waives and releases its lien and right to claim a lien for labor, services, or materials, furnished to **RLS-KL Radiance LLC** through **May 25, 2025**, to the following property:

**Radiance Phase 1**

This release does not cover any earned but unpaid retainage nor any amounts due for labor, service, or materials furnished after the date specified.

DATED: **May 22, 2025**

By: 

**Smith Trucking Company, Inc.**  
**51 Ellis Street Suite 101**  
**St. Augustine, FL 32095**

The individual who had before me signed the foregoing Affidavit and Release on the date shown, being first duly sworn, deposes and says that he/she is authorized to execute the forgoing on behalf of the said firm and that the statements contained herein are true.

STATE OF **FLORIDA**  
COUNTY OF **St. Johns**

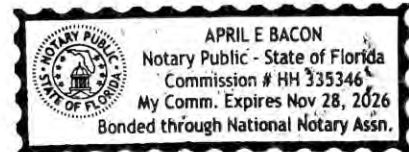
THE FOREGOING, Partial waiver and Release of Lien was acknowledged to be true and correct before me by **Melissa Rondinelli, Controller**, this 22<sup>nd</sup> day of May 2025.

Notary: 

Print Name: April E. Bacon

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 11.28.2026



## Purchase Order: 3650

# KOLTER

PO Name: Radiance - Smith Trucking Clearing & Earthwork  
Ordered: 4/29/2025  
Revised:

Community: RLS-KL Radiance LLC

Vendor: Smith Trucking Company, Inc (SMTRCO)  
51 Ellis Street Suite 101  
ST. AUGUSTINE, FL 32095  
(p) (904) 940-1226

Notes:

Phase N1

| Line | Qty  | Unit | Resource Description                          | CO | Price          | Total          | Invoiced |
|------|------|------|-----------------------------------------------|----|----------------|----------------|----------|
|      | 0.00 | LS   | 61060 Earthwork<br>- Mobilization - Earthwork | 0  | \$1,600,570.11 | \$1,600,570.11 | \$0.00   |

### Payment Information

Draw

Draw Amounts

Subtotal: \$1,600,570.11  
Total Tax: \$0.00  
Purchase Order Total: \$1,600,570.11  
Invoiced To Date: \$0.00

### Terms and Conditions

This Purchase Order ("P.O.") is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.



Smith Trucking Company, Inc.

51 Ellis Street  
Suite 101  
St. Augustine, FL 32095

# Invoice

| Date      | Invoice #   |
|-----------|-------------|
| 6/25/2025 | 104634-RFP2 |

Bill To

RLS-KL Radiance, LLC (Kolter Land)  
Attn: Haley Kiernan

**TOTAL PRIVATE WORK - \$73,991.55  
(LESS 10% RETAINAGE)  
TOTAL PUBLIC WORK - \$274,108.25  
(LESS 10% RETAINAGE)**

|                              | P.O. No. | Terms                   | Project            |
|------------------------------|----------|-------------------------|--------------------|
|                              |          | Net 30                  | 25011 Radiance PH1 |
| Description                  | Qty      | Rate                    | Amount             |
| Mobilization                 | 0.75     | 12,500.00               | 9,375.00           |
| Construction Entrance        | 1        | 12,500.00               | 12,500.00          |
| Surveying                    | 0.4      | 58,000.00               | 23,200.00          |
| Testing                      | 0.2      | 52,000.00               | 10,400.00          |
| NPDES                        | 0.4      | 12,500.00               | 5,000.00           |
| Clearing                     | 20       | 2,500.00                | 50,000.00          |
| Silt Fence                   | 8,468    | 3.75                    | 31,755.00          |
| Removal of Strippings Onsite | 40,741   | 3.00                    | 122,223.00         |
| Regular Excavation           | 15,742   | 3.25                    | 51,161.50          |
| Embankment                   | 23,254   | 1.00                    | 23,254.00          |
| Dewatering                   | 0.1      | 92,313.00               | 9,231.30           |
| DITCH REVISION               |          |                         |                    |
| SUBTOTAL                     |          |                         | 348,099.80         |
| Retainage Held               |          | -10.00%                 | -34,809.98         |
|                              |          | <b>Subtotal</b>         | \$313,289.82       |
|                              |          | <b>Sales Tax (0.0%)</b> | \$0.00             |
|                              |          | <b>Total</b>            | \$313,289.82       |
|                              |          | <b>Payments/Credits</b> | \$0.00             |
|                              |          | <b>Balance Due</b>      | \$313,289.82       |

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:

RLS-KL Radiance LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

PROJECT:

25011 - Radiance Phase 1

APPLICATION NO:

2

DISTRIBUTION TO:

☐ OWNER

☐ OWNER REPRESENTATIVE

☐ ARCHITECT/DESIGNER

☐ CONTRACTOR

☒ DEVELOPER

PERIOD TO:

06/25/25

STC PROJECT NO:

25011

CONTRACT DATE:

03/10/25

FROM:

Smith Trucking Company, Inc.  
51 Ellis Street, Suite 101  
St. Augustine, Florida 32095

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM

\$ 1,640,486.11

2. NET CHANGE BY CHANGE ORDERS & EXTRAS

\$ -

3. CONTRACT SUM TO DATE (Line 1+2)

\$ 1,640,486.11

4. TOTAL COMPLETED & STORED TO DATE  
(Column G on G703)

\$ 412,024.80

5. RETAINAGE:

a. 10 % of Completed Work

b. 10 % of Stored Material

Total in Column I of G703

\$ 41,202.48

6. TOTAL EARNED LESS RETAINAGE  
(Line 4 less Line 5 Total)

\$ 370,822.32

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate)

\$ 57,532.50

8. CURRENT PAYMENT DUE

\$ 313,289.82

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6)

\$ 1,269,663.79

| CHANGE ORDER SUMMARY                               |      |
|----------------------------------------------------|------|
| Total changes approved in previous months by Owner | \$ - |
| Total approved this month                          | \$ - |
| NET CHANGES by Change Order                        | \$ - |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SMITH TRUCKING COMPANY, INC.

By: Tony Hemmerly

Digitally signed by Tony Hemmerly  
DN: C=US,  
E=tonyh@smithtrucking.net,  
O=Smith Trucking Company, Inc., CN=Tony Hemmerly  
Date: 2025.06.25 13:44:41-04'00'

TEW

Date 06/25/25

OWNER REPRESENTATIVE/CONTRACTOR CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner Representative/Contractor certifies to the Owner to the best of the Owner's Representative/Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 313,289.82

OWNER REPRESENTATIVE/CONTRACTOR

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION NO: 2  
APPLICATION DATE: 06/25/25

PERIOD TO: 6/25/2025  
PROJECT NO: 25011 - Radiance Phase 1  
STC PROJECT NO: 25011

| A           | B                  | C        |           |      | D                            | E            | F G H                 |             |                     | I                             | J                             | K                           | L                                    |         | I                       | J            |
|-------------|--------------------|----------|-----------|------|------------------------------|--------------|-----------------------|-------------|---------------------|-------------------------------|-------------------------------|-----------------------------|--------------------------------------|---------|-------------------------|--------------|
| SUBCONTRACT |                    | ITEM NO. | COST CODE | UNIT | DESCRIPTION OF WORK          | UNIT PRICE   | QUANTITIES            |             |                     | PREVIOUS APPLICATIONS (F x E) | DOLLAR AMOUNT                 |                             | COMPLETED and STORED TO DATE (I+J+K) | % (K/B) | BALANCE TO FINISH (B-K) | RETAINAGE    |
| QTY         | TOTAL (\$) (A x E) |          |           |      |                              |              | PREVIOUS APPLICATIONS | THIS PERIOD | TOTAL TO DATE (F+G) |                               | COMPLETED THIS PERIOD (G x E) | STORED MATERIAL THIS PERIOD |                                      |         |                         |              |
| 1.00        | \$ 12,500.00       | 10       |           | LS   | MOBILIZATION                 | \$ 12,500.00 | 0.25                  | 0.75        | 1.00                | \$ 3,125.00                   | \$ 9,375.00                   | \$ -                        | \$ 12,500.00                         | 100.00% | \$ -                    | \$ 1,250.00  |
| 1.00        | \$ 12,500.00       | 15       |           | LS   | CONSTRUCTION ENTRANCE        | \$ 12,500.00 | 0.00                  | 1.00        | 1.00                | \$ -                          | \$ 12,500.00                  | \$ -                        | \$ 12,500.00                         | 100.00% | \$ -                    | \$ 1,250.00  |
| 1.00        | \$ 58,000.00       | 20       |           | LS   | SURVEYING                    | \$ 58,000.00 | 0.10                  | 0.40        | 0.50                | \$ 5,800.00                   | \$ 23,200.00                  | \$ -                        | \$ 29,000.00                         | 50.00%  | \$ 29,000.00            | \$ 2,900.00  |
| 1.00        | \$ 52,000.00       | 30       |           | LS   | TESTING                      | \$ 52,000.00 | 0.00                  | 0.20        | 0.20                | \$ -                          | \$ 10,400.00                  | \$ -                        | \$ 10,400.00                         | 20.00%  | \$ 41,600.00            | \$ 1,040.00  |
| 1.00        | \$ 12,500.00       | 40       |           | LS   | NPDES                        | \$ 12,500.00 | 0.20                  | 0.40        | 0.60                | \$ 2,500.00                   | \$ 5,000.00                   | \$ -                        | \$ 7,500.00                          | 60.00%  | \$ 5,000.00             | \$ 750.00    |
| 41.00       | \$ 102,500.00      | 50       |           | AC   | CLEARING                     | \$ 2,500.00  | 21.00                 | 20.00       | 41.00               | \$ 52,500.00                  | \$ 50,000.00                  | \$ -                        | \$ 102,500.00                        | 100.00% | \$ -                    | \$ 10,250.00 |
| 11,290.00   | \$ 42,337.50       | 60       |           | LF   | SILT FENCE                   | \$ 3.75      | 0.00                  | 8,468.00    | 8,468.00            | \$ -                          | \$ 31,755.00                  | \$ -                        | \$ 31,755.00                         | 75.00%  | \$ 10,582.50            | \$ 3,175.50  |
| 40,742.00   | \$ 122,226.00      | 70       |           | CY   | REMOVAL OF STRIPPINGS ONSITE | \$ 3.00      | 0.00                  | 40,741.00   | 40,741.00           | \$ -                          | \$ 122,223.00                 | \$ -                        | \$ 122,223.00                        | 100.00% | \$ 3.00                 | \$ 12,222.30 |
| 157,421.00  | \$ 511,618.25      | 80       |           | CY   | REGULAR EXCAVATION           | \$ 3.25      | 0.00                  | 15,742.00   | 15,742.00           | \$ -                          | \$ 51,161.50                  | \$ -                        | \$ 51,161.50                         | 10.00%  | \$ 460,456.75           | \$ 5,116.15  |
| 34,374.00   | \$ 111,715.50      | 80       |           | CY   | REGULAR EXCAVATION - PHASE 4 | \$ 3.25      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 111,715.50           | \$ -         |
| 232,537.00  | \$ 232,537.00      | 90       |           | CY   | EMBANKMENT                   | \$ 1.00      | 0.00                  | 23,254.00   | 23,254.00           | \$ -                          | \$ 23,254.00                  | \$ -                        | \$ 23,254.00                         | 10.00%  | \$ 209,283.00           | \$ 2,325.40  |
| 1.00        | \$ 92,313.00       | 100      |           | LS   | DEWATERING                   | \$ 92,313.00 | 0.00                  | 0.10        | 0.10                | \$ -                          | \$ 9,231.30                   | \$ -                        | \$ 9,231.30                          | 10.00%  | \$ 83,081.70            | \$ 923.13    |
| 147,738.00  | \$ 39,889.26       | 110      |           | SY   | FINISH GRADING               | \$ 0.27      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 39,889.26            | \$ -         |
| 41,811.00   | \$ 152,610.15      | 120      |           | SY   | SODDING                      | \$ 3.65      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 152,610.15           | \$ -         |
| 110,545.00  | \$ 45,323.45       | 130      |           | SY   | SEEDING                      | \$ 0.41      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 45,323.45            | \$ -         |
|             |                    |          |           |      | Ditch Revision               |              |                       |             |                     |                               |                               |                             |                                      |         |                         |              |
| 3,300.00    | \$ 10,725.00       | 70       |           | CY   | REMOVAL OF STRIPPINGS ONSITE | \$ 3.25      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 10,725.00            | \$ -         |
| 6,092.00    | \$ 19,799.00       | 80       |           | CY   | REGULAR EXCAVATION           | \$ 3.25      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 19,799.00            | \$ -         |
| 9,392.00    | \$ 9,392.00        | 90       |           | CY   | EMBANKMENT                   | \$ 1.00      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 9,392.00             | \$ -         |
|             | \$ 1,640,486.11    |          |           |      | TOTAL PAGE 1                 |              |                       |             |                     | \$ 63,925.00                  | \$ 348,099.80                 | \$ -                        | \$ 412,024.80                        | 25.12%  | #####                   | \$ 41,202.48 |



**CONDITIONAL WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

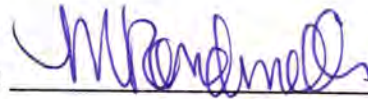
The undersigned lienor, conditional upon receipt of the sum of **\$313,289.82** for payment. Hereby waives and releases its lien and right to claim a lien for labor, services, or materials, furnished to **RLS-KL Radiance LLC** through **June 25, 2025**, to the following property:

**Radiance Phase 1**

This release does not cover any earned but unpaid retainage nor any amounts due for labor, service, or materials furnished after the date specified.

DATED: **June 25, 2025**

By: \_\_\_\_\_



**Smith Trucking Company, Inc.  
51 Ellis Street Suite 101  
St. Augustine, FL 32095**

The individual who had before me signed the foregoing Affidavit and Release on the date shown, being first duly sworn, deposes and says that he/she is authorized to execute the foregoing on behalf of the said firm and that the statements contained herein are true.

STATE OF **FLORIDA**  
COUNTY OF **St. Johns**

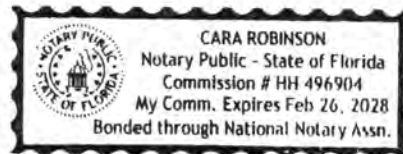
THE FOREGOING, Partial waiver and Release of Lien was acknowledged to be true and correct before me by **Mellissa Rondinelli, Controller**, this **25th** day of **June** 2025.

Notary: Cara Robinson

Print Name: Cara Robinson

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 2.26.2028





Smith Trucking Company, Inc.

51 Ellis Street  
Suite 101  
St. Augustine, FL 32095

# Invoice

| Date      | Invoice #   |
|-----------|-------------|
| 7/22/2025 | 104634-RFP3 |

Bill To

RLS-KL Radiance, LLC (Kolter Land)  
Attn: Haley Kiernan

**TOTAL PRIVATE WORK - \$165,416.47  
(LESS 10% RETAINAGE)  
TOTAL PUBLIC WORK - \$491,415.85  
(LESS 10% RETAINAGE)**

|                              | P.O. No. | Terms                   | Project            |
|------------------------------|----------|-------------------------|--------------------|
|                              |          | Net 30                  | 25011 Radiance PH1 |
| Description                  | Qty      | Rate                    | Amount             |
| Surveying                    | 0.25     | 58,000.00               | 14,500.00          |
| Testing                      | 0.3      | 52,000.00               | 15,600.00          |
| Regular Excavation           | 110,195  | 3.25                    | 358,133.75         |
| Embankment                   | 162,776  | 1.00                    | 162,776.00         |
| Dewatering                   | 0.7      | 92,313.00               | 64,619.10          |
| Finish Grading               | 22,161   | 0.27                    | 5,983.47           |
| DITCH REVISION               |          |                         |                    |
| Removal of Strippings Onsite | 3,300    | 3.25                    | 10,725.00          |
| Regular Excavation           | 6,092    | 3.25                    | 19,799.00          |
| Embankment                   | 4,696    | 1.00                    | 4,696.00           |
| SUBTOTAL                     |          |                         | 656,832.32         |
| Retainage Held               |          | -10.00%                 | -65,683.23         |
|                              |          | <b>Subtotal</b>         | \$591,149.09       |
|                              |          | <b>Sales Tax (0.0%)</b> | \$0.00             |
|                              |          | <b>Total</b>            | \$591,149.09       |
|                              |          | <b>Payments/Credits</b> | \$0.00             |
|                              |          | <b>Balance Due</b>      | \$591,149.09       |

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:

RLS-KL Radiance LLC  
14025 Riveredge Drive, Suite 175  
Tampa, FL 33637

PROJECT:

25011 - Radiance Phase 1

APPLICATION NO:

3

DISTRIBUTION TO:

☐

OWNER

☐

OWNER REPRESENTATIVE

☐

ARCHITECT/DESIGNER☐☒

FROM:

Smith Trucking Company, Inc.  
51 Ellis Street, Suite 101  
St. Augustine, Florida 32095

PERIOD TO:

07/25/25

STC PROJECT NO:

25011

CONTRACT DATE:

03/10/25

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM

\$ 1,640,486.11

2. NET CHANGE BY CHANGE ORDERS & EXTRAS

\$ -

3. CONTRACT SUM TO DATE (Line 1+2)

\$ 1,640,486.11

4. TOTAL COMPLETED & STORED TO DATE

\$ 1,068,857.12

(Column G on G703)

5. RETAINAGE:

a. 10 % of Completed Work

b. 10 % of Stored Material

Total in Column I of G703

\$ 106,885.71

6. TOTAL EARNED LESS RETAINAGE

\$ 961,971.41

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$ 370,822.32

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

\$ 591,149.09

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$ 678,514.70

(Line 3 less Line 6)

| CHANGE ORDER SUMMARY                               |      |
|----------------------------------------------------|------|
| Total changes approved in previous months by Owner | \$ - |
| Total approved this month                          | \$ - |
| NET CHANGES by Change Order                        | \$ - |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SMITH TRUCKING COMPANY, INC.

  
By: \_\_\_\_\_ Date 07/22/25

OWNER REPRESENTATIVE/CONTRACTOR CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner Representative/Contractor certifies to the Owner to the best of the Owner's Representative/Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 591,149.09  
OWNER REPRESENTATIVE/CONTRACTOR

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION NO: 3  
APPLICATION DATE: 07/25/25

PERIOD TO: 7/25/2025  
PROJECT NO: 25011 - Radiance Phase 1  
STC PROJECT NO: 25011

| A           | B                  | C        |           |      | D                            | E            | F                     | G           | H                   | I                             | J                             | K                           | L                                    |         | I                       | J             |
|-------------|--------------------|----------|-----------|------|------------------------------|--------------|-----------------------|-------------|---------------------|-------------------------------|-------------------------------|-----------------------------|--------------------------------------|---------|-------------------------|---------------|
| SUBCONTRACT |                    | ITEM NO. | COST CODE | UNIT | DESCRIPTION OF WORK          | UNIT PRICE   | QUANTITIES            |             |                     | PREVIOUS APPLICATIONS (F x E) | DOLLAR AMOUNT                 |                             | COMPLETED and STORED TO DATE (I+J+K) | % (K/B) | BALANCE TO FINISH (B-K) | RETAINAGE     |
| QTY         | TOTAL (\$) (A x E) |          |           |      |                              |              | PREVIOUS APPLICATIONS | THIS PERIOD | TOTAL TO DATE (F+G) |                               | COMPLETED THIS PERIOD (G x E) | STORED MATERIAL THIS PERIOD |                                      |         |                         |               |
| 1.00        | \$ 12,500.00       | 10       |           | LS   | MOBILIZATION                 | \$ 12,500.00 | 1.00                  | 0.00        | 1.00                | \$ 12,500.00                  | \$ -                          | \$ -                        | \$ 12,500.00                         | 100.00% | \$ -                    | \$ 1,250.00   |
| 1.00        | \$ 12,500.00       | 15       |           | LS   | CONSTRUCTION ENTRANCE        | \$ 12,500.00 | 1.00                  | 0.00        | 1.00                | \$ 12,500.00                  | \$ -                          | \$ -                        | \$ 12,500.00                         | 100.00% | \$ -                    | \$ 1,250.00   |
| 1.00        | \$ 58,000.00       | 20       |           | LS   | SURVEYING                    | \$ 58,000.00 | 0.50                  | 0.25        | 0.75                | \$ 29,000.00                  | \$ 14,500.00                  | \$ -                        | \$ 43,500.00                         | 75.00%  | \$ 14,500.00            | \$ 4,350.00   |
| 1.00        | \$ 52,000.00       | 30       |           | LS   | TESTING                      | \$ 52,000.00 | 0.20                  | 0.30        | 0.50                | \$ 10,400.00                  | \$ 15,600.00                  | \$ -                        | \$ 26,000.00                         | 50.00%  | \$ 26,000.00            | \$ 2,600.00   |
| 1.00        | \$ 12,500.00       | 40       |           | LS   | NPDES                        | \$ 12,500.00 | 0.60                  | 0.00        | 0.60                | \$ 7,500.00                   | \$ -                          | \$ -                        | \$ 7,500.00                          | 60.00%  | \$ 5,000.00             | \$ 750.00     |
| 41.00       | \$ 102,500.00      | 50       |           | AC   | CLEARING                     | \$ 2,500.00  | 41.00                 | 0.00        | 41.00               | \$ 102,500.00                 | \$ -                          | \$ -                        | \$ 102,500.00                        | 100.00% | \$ -                    | \$ 10,250.00  |
| 11,290.00   | \$ 42,337.50       | 60       |           | LF   | SILT FENCE                   | \$ 3.75      | 8,468.00              | 0.00        | 8,468.00            | \$ 31,755.00                  | \$ -                          | \$ -                        | \$ 31,755.00                         | 75.00%  | \$ 10,582.50            | \$ 3,175.50   |
| 40,742.00   | \$ 122,226.00      | 70       |           | CY   | REMOVAL OF STRIPPINGS ONSITE | \$ 3.00      | 40,741.00             | 0.00        | 40,741.00           | \$ 122,223.00                 | \$ -                          | \$ -                        | \$ 122,223.00                        | 100.00% | \$ 3.00                 | \$ 12,222.30  |
| 157,421.00  | \$ 511,618.25      | 80       |           | CY   | REGULAR EXCAVATION           | \$ 3.25      | 15,742.00             | 110,195.00  | 125,937.00          | \$ 51,161.50                  | \$ 358,133.75                 | \$ -                        | \$ 409,295.25                        | 80.00%  | \$ 102,323.00           | \$ 40,929.53  |
| 34,374.00   | \$ 111,715.50      | 80       |           | CY   | REGULAR EXCAVATION - PHASE 4 | \$ 3.25      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 111,715.50           | \$ -          |
| 232,537.00  | \$ 232,537.00      | 90       |           | CY   | EMBANKMENT                   | \$ 1.00      | 23,254.00             | 162,776.00  | 186,030.00          | \$ 23,254.00                  | \$ 162,776.00                 | \$ -                        | \$ 186,030.00                        | 80.00%  | \$ 46,507.00            | \$ 18,603.00  |
| 1.00        | \$ 92,313.00       | 100      |           | LS   | DEWATERING                   | \$ 92,313.00 | 0.10                  | 0.70        | 0.80                | \$ 9,231.30                   | \$ 64,619.10                  | \$ -                        | \$ 73,850.40                         | 80.00%  | \$ 18,462.60            | \$ 7,385.04   |
| 147,738.00  | \$ 39,889.26       | 110      |           | SY   | FINISH GRADING               | \$ 0.27      | 0.00                  | 22,161.00   | 22,161.00           | \$ -                          | \$ 5,983.47                   | \$ -                        | \$ 5,983.47                          | 15.00%  | \$ 33,905.79            | \$ 598.35     |
| 41,811.00   | \$ 152,610.15      | 120      |           | SY   | SODDING                      | \$ 3.65      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 152,610.15           | \$ -          |
| 110,545.00  | \$ 45,323.45       | 130      |           | SY   | SEEDING                      | \$ 0.41      | 0.00                  | 0.00        | 0.00                | \$ -                          | \$ -                          | \$ -                        | \$ -                                 | 0.00%   | \$ 45,323.45            | \$ -          |
|             |                    |          |           |      |                              |              |                       |             |                     |                               |                               |                             |                                      |         |                         |               |
|             |                    |          |           |      | Ditch Revision               |              |                       |             |                     |                               |                               |                             |                                      |         |                         |               |
| 3,300.00    | \$ 10,725.00       | 70       |           | CY   | REMOVAL OF STRIPPINGS ONSITE | \$ 3.25      | 0.00                  | 3,300.00    | 3,300.00            | \$ -                          | \$ 10,725.00                  | \$ -                        | \$ 10,725.00                         | 100.00% | \$ -                    | \$ 1,072.50   |
| 6,092.00    | \$ 19,799.00       | 80       |           | CY   | REGULAR EXCAVATION           | \$ 3.25      | 0.00                  | 6,092.00    | 6,092.00            | \$ -                          | \$ 19,799.00                  | \$ -                        | \$ 19,799.00                         | 100.00% | \$ -                    | \$ 1,979.90   |
| 9,392.00    | \$ 9,392.00        | 90       |           | CY   | EMBANKMENT                   | \$ 1.00      | 0.00                  | 4,696.00    | 4,696.00            | \$ -                          | \$ 4,696.00                   | \$ -                        | \$ 4,696.00                          | 50.00%  | \$ 4,696.00             | \$ 469.60     |
|             |                    |          |           |      |                              |              |                       |             |                     |                               |                               |                             |                                      |         |                         |               |
|             | \$ 1,640,486.11    |          |           |      | TOTAL PAGE 1                 |              |                       |             |                     | \$ 412,024.80                 | \$ 656,832.32                 | \$ -                        | \$ 1,068,857.12                      | 65.15%  | \$ 571,628.99           | \$ 106,885.72 |

**CONDITIONAL WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, conditional upon receipt of the sum of \$591,149.09 for payment. Hereby waives and releases its lien and right to claim a lien for labor, services, or materials, furnished to **RLS-KL Radiance LLC** through **July 25, 2025**, to the following property:

**Radiance Phase 1**

This release does not cover any earned but unpaid retainage nor any amounts due for labor, service, or materials furnished after the date specified.

DATED: **July 22, 2025**

By: \_\_\_\_\_



**Smith Trucking Company, Inc.**  
**51 Ellis Street Suite 101**  
**St. Augustine, FL 32095**

The individual who had before me signed the foregoing Affidavit and Release on the date shown, being first duly sworn, deposes and says that he/she is authorized to execute the foregoing on behalf of the said firm and that the statements contained herein are true.

STATE OF **FLORIDA**  
COUNTY OF **St. Johns**

THE FOREGOING, Partial waiver and Release of Lien was acknowledged to be true and correct before me by **Melissa Rondinelli, Controller**, this 22nd day of July 2025.

Notary: \_\_\_\_\_

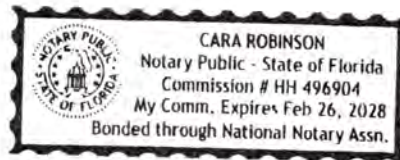


Print Name: \_\_\_\_\_

Cara Robinson

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 2.26.2028



## EXHIBIT 6

## AGREEMENT FOR CONSULTANT SERVICES – CDD PROJECT & BONDS

This “**Agreement**” is by and between: **Radiance Community Development District (“District”)** and **TLC Land Consulting, LLC**, a Florida limited liability company (“**Contractor**”):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the “**Services**” outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall at its cost obtain all permits, licenses, and other approvals necessary for providing the Services.
3. **COMPENSATION.** As compensation for the Services, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**, but subject to the terms set forth in **Exhibit A**.
4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor’s sole expense, unless otherwise agreed, in writing, by the District.
5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor’s actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**, and the District shall be listed as an additional insured under all such insurance. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
10. **ATTORNEY’S FEES.** In the event that either 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 all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.
11. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
12. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
13. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
14. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
15. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.
16. **AMENDMENTS.** 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 the District and the Contractor.
17. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
18. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
19. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor 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 any doubtful language will not be interpreted or construed against any party.
20. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

Signed by: TLC Land Consulting, LLC  
David Truxton  
E30BD88903DC486  
By: David Truxton  
Its: President 10/9/2025

DocuSigned by: Kolter Land  
William Fife  
By: William Fife  
Its: Director of HOAs/CDDs 10/9/2025

- Exhibit A: Services & Compensation
- Exhibit B: Insurance Certificate with Endorsements



#### **Exhibit A: Services & Compensation**

Contractor agrees to provide the following Services in connection with the District's "Series 2025 Project" (herein, "**Project**") and related Series 2025 Bond issuance:

- Consult and assist the District and project developer regarding bond sizing, lot counts, assessment levels, timing, project due diligence, engineer and assessment reports, and other items necessary for the issuance of the District's bonds pledged to fund a portion of the Project (together, "**Bond Services**");

Contractor shall be reasonably available to District, as and when requested by District from time to time (either telephonically, by video or in person) on reasonable advance notice or by email, on an as-needed basis during normal business hours, to: (i) assist District with development and implementation of Project strategies; (ii) participate in regularly scheduled meetings; and (iii) respond to requests from District for information or business advice. Contractor agrees to use his best efforts in performing the duties set forth hereunder. However, nothing contained in this Agreement shall be construed as a guarantee of results including the Project returns and obtaining the required permits.

**Bond Services Compensation** - For the Bond Services, the District agrees to pay the Contractor from the Bond proceeds and in the amount of Ten Thousand Dollars (\$10,000). In the event that the District does not in its sole discretion elect to issue a particular series of Bonds, then the District will owe nothing to Contractor under this Agreement for the Services related to that series of Bonds.

**The Contractor does not represent the District as a Municipal Advisor or Securities Broker nor is the Contractor registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the Contractor does not provide the District with financial advisory services or offer investment advice in any form.**

**Further, as a point of clarification, the Services shall NOT include any work within the scope of "Professional services" as defined in Section 287.055, Florida Statutes, or similar law, and instead the Services are limited to the items above, as they relate to administration of the Project, and NOT Professional services.**

## Exhibit B: Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |                                                                                                              |                               |                          |                |
|----------|--------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------|----------------|
| PRODUCER | <b>Academy Insurance Agency, Inc</b><br><b>5917 Manatee Ave. W., Suite 609</b><br><b>Bradenton, FL 34209</b> | CONTACT NAME:                 | Bill Mahler              |                |
|          |                                                                                                              | PHONE (A/C No. Ext):          | (941)758-4600            | FAX (A/C No.): |
|          |                                                                                                              | E-MAIL ADDRESS:               | w.mahler@academyins.net  |                |
|          |                                                                                                              | INSURER(S) AFFORDING COVERAGE | NAIC #                   |                |
| INSURED  | <b>TLC Land Consulting, LLC</b><br><b>6901 Professional Pkwy E Suite 103</b><br><b>Sarasota, FL 34240</b>    | INSURER A:                    | The Hartford             |                |
|          |                                                                                                              | INSURER B:                    | Hiscox/Lloyd's of London |                |
|          |                                                                                                              | INSURER C:                    |                          |                |
|          |                                                                                                              | INSURER D:                    |                          |                |
|          |                                                                                                              | INSURER E:                    |                          |                |
|          |                                                                                                              | INSURER F:                    |                          |                |

COVERAGES      CERTIFICATE NUMBER: 00011949-250922151629      REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDITIONAL INSURED | SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y                  |             | 21SBMAZ9FXL   | 09/01/2025              | 09/01/2026              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b><br>MED EXP (Any one person) \$ <b>10,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$ |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                         |                    |             |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                                       |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                      |                    |             |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                                                                    |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N                | N/A         |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                             |
| B        | Errors and Omissions                                                                                                                                                                                                                                                                                               |                    |             | ANE535306625  | 07/18/2025              | 07/18/2026              | \$ <b>1,000,000</b>                                                                                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Land and acquisition consulting

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                             |                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Radiance Community Development District</b><br><b>250 International Parkway, Suite 208</b><br><b>Lake Mary, FL 32746</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                                             | AUTHORIZED REPRESENTATIVE<br><br>(WRM)                                                                                                                         |

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ACORD 25 (2016/03)

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Return to Agenda Pg. 1

## EXHIBIT 7

# KOLTERLAND

## Contractor Agreement

|                            |                                                                 |                            |                                                   |
|----------------------------|-----------------------------------------------------------------|----------------------------|---------------------------------------------------|
| <b>Effective Date:</b>     | September 17, 2025                                              |                            |                                                   |
| <b>Owner:</b>              | <b>Full Legal Company Name:</b> RLS-KL Radiance LLC             |                            |                                                   |
|                            | <b>Address:</b> 14025 Riveredge Drive, Suite 175                | <b>Phone:</b> 813-615-1244 |                                                   |
|                            | <b>City:</b> Tampa                                              | <b>Fax:</b> 813-615-1461   |                                                   |
|                            | <b>State:</b> FL                                                | <b>Zip:</b> 33637          | <b>Email:</b><br>HKiernan@brookfieldkolter.com    |
|                            | <b>Authorized Representative:</b> Haley Kiernan                 |                            | <b>Cell Phone:</b> 386-383-4052                   |
| <b>Contractor:</b>         | <b>Full Legal Company Name:</b> Hazen Construction, LLC         |                            |                                                   |
|                            | <b>Vendor Number:</b> _____                                     |                            |                                                   |
|                            | <b>Contractor State License No.:</b> CGC061991 & CUC1223713     |                            |                                                   |
|                            | <b>Contractor County License No.:</b> Click here to enter text. |                            |                                                   |
|                            | <b>Contractor City License No.:</b> Click here to enter text.   |                            |                                                   |
|                            | <b>Federal Employer I.D. No.:</b> 01-0569979                    |                            |                                                   |
|                            | <b>Address:</b> 1599 Tionia Rd                                  | <b>Phone:</b> 386-322-8700 |                                                   |
|                            | <b>City:</b> New Smyrna Beach                                   | <b>Fax:</b> 386-756-0000   |                                                   |
|                            | <b>State:</b> Florida                                           | <b>Zip:</b> 32168          | <b>Email:</b><br>chadshazen@hazenconstruction.net |
|                            | <b>Authorized Representative:</b> Chad Hazen                    |                            | <b>Cell Phone:</b> 386-566-7009                   |
| <b>Project:</b>            | Cresswind                                                       |                            |                                                   |
| <b>Project HOA Entity:</b> | <b>Full Legal Company Name:</b> Click here to enter text.       |                            |                                                   |
| <b>Project Location:</b>   | <b>County:</b> Flagler                                          | <b>State:</b> Florida      | <b>Zip:</b> 32168                                 |

**CONTRACTOR** shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the "Relevant Requirements"). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contract if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to

direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "**Parties**".

**Purpose of Agreement.**

- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "**Work**") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "**Materials and Labor**") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

**2. Agreement Documents.**

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "**Agreement Documents**"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.

- 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

**3. Ordering Process.**

- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "**Applicable Laws**"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("**Construction Schedule**"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
4. **Initiation of Work.**
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner

current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

**4.3** Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

**4.4** Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
- (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
- (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
- (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
- (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

**4.5** Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Sub-Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

## **5. Performance and Progress of Work.**

**5.1** From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any



changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 13.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for



completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:
- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy

the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

- (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

**5.9** Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$1,000.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

## **6. Receipt and Protection of Materials; Protection of Work.**

- 6.1** If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2** All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3** Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 6.4** Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out

of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

## **7. Quality, Inspection and Correction of Work.**

7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

## **8. Labor Matters.**

- 8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

## 9. General Environmental Compliance

- 9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

- 9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

**10. Storm Water Management.**

- 10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.
- 10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.
- 10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.
- 10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all

times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

**10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

**10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

## **11. Liens/Waiver of Liens**

**11.1** Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.

**11.2** Failure to comply with the requirements of Section 12.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.

**11.3** If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.

- 11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**
- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

#### **Warranties; Warranty Work and Performance Standards.**

- 11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm

to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

**11.10** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

**12. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

**13. Relationship Management.**

**13.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.

**13.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

**13.3** Contractor shall maintain electronic communications with Owner via e-mail. .

**13.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.

**13.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or



any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

- 13.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

**14. Goals, Continuous Improvement and Quality.**

- 14.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 14.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.
- 14.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

**15. Prices and Payment.**

- 15.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.
- 15.2 Owner shall designate the methodology for payment to Contractor.

- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or

Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.

- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
  - (c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.
- 15.3** As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4** No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5** Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6** In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 15.7** Contractor shall not delay and/or stop any Work by reason of Owner's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 15.8** Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 15.9** If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.

- 15.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 15.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.
- 15.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- 15.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
16. **Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.
17. **Indemnification.**  
  
To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship

(including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 17.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

18. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting

coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

**18.1 Insurance and Indemnity of Contractor's Agent(s).**

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

**18.2 Miscellaneous Insurance Provisions.**

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

**18.3 Compliance with this Section.**

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 19 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

**19. Confidentiality.** During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions,

processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

**20. Term and Termination.**

**20.1** This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

**20.2** Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

**20.3** Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

**20.4** Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
- (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in

performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

- (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;
- (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
- (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

**20.5** Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.

**20.6** If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.

**20.7** Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

**20.8** All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.

21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.
26. **General Terms.**
  - 26.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
  - 26.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
  - 26.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
  - 26.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
  - 26.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating



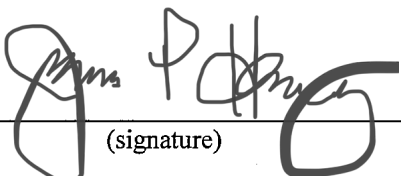
thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

- 26.6** Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7** Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9** Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 26.10** Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 26.11** **FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**
- 26.12** **Choice of Law, Arbitration and Venue**
- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
  - b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
  - c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover

- as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.
- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
- i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
  - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
  - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
  - iv. The deposition of any experts that intend to testify at the arbitration hearing;
  - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
  - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
  - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

**AGREED AND ACCEPTED:**

RLS-KL Radiance LLC

By: \_\_\_\_\_  
(signature)

Name: James P. Harvey  
(printed)

Title: Authorized Signatory

Date: 23 September 2025

Hazen Construction, LLC.

By: \_\_\_\_\_  
(signature)

Name: Chad Hazen  
(printed)

Title: President

Date: 9/22/2025 | 6:36 PM EDT

**Exhibit A**

**TRADE SPECIFIC SCOPE OF WORK**

SEE ATTACHED.

## Exhibit B

### GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

#### 1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("BMPs") (collectively "Site Requirements").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of

hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back

charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.

- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or



less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
  - a. Contractor's personnel shall not remove protective devices (if applicable).
  - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.
- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite

protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.
- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts.

Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

## 2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct

himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
  - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
  - c. Contractor will assist Owner in complying with the OSHA Regulations.
  - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the

possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
  2. No loud radios, music, or unnecessary noise on the site.
  3. No distraction of fellow workers.
  4. No alcohol or drugs on the site.
  5. No weapons of any kind on the site.
  6. No profanity or discourteous conduct on the site.
  7. No horseplay or fighting on the site.
  8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
  9. No unauthorized vehicles or parking in any production area.
  10. No entry into an active blasting or barricaded area during active operations.
  11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

## Exhibit C

### SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Material Incidents.
  - a. Material Incident Notification. Contractor shall notify Owner immediately by telephone, with prompt confirmation in writing, of the following (each, a "**Material Incident**"): (1) any injuries requiring medical treatment beyond first aid, (2) fatalities, and/or (3) the existence of any conditions arising out of the Work or

8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other



subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.

- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

**Exhibit D**

**EMERGENCY ACTION PLAN**

**N/A**

## Exhibit E

### INSURANCE REQUIREMENTS

1. Prior to the commencement of any work, Contractor, and any Contractor's Agent, shall at its sole expense secure and maintain the insurance as provided in this Exhibit as will protect Contractor, Owner, Brookfield Kolter Land Partners LLC, The Kolter Group LLC, Kolter Group Acquisitions LLC, Osprey Creek Member LP, Grace Groves Member LP, Brookfield Communities (Florida) GP LLC, BF-KL (Florida) Holdco LLC, Trez US #8 Master Partnership, LP, and TB Lot Development #1 Aggregator Limited Partnership from claims which may arise in whole or in part from operations by Contractor or any Contractor's Agent or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable:

(i) **Commercial General Liability:** This insurance shall be written on an occurrence (not claims-made) basis, on a current ISO occurrence form, covering liability for all ongoing and completed operations of Contractor, including liability for all ongoing and completed operations of Contractor's subcontractors and other Contractor's Agents, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, completed operations, and contractual liability insuring the obligations assumed by Contractor under this Agreement. This insurance shall have annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 general aggregate on a per project basis, and \$2,000,000 products/completed operations aggregate on a per project basis. This insurance shall not have any residential, apartments, or tract home exclusions. Contractor shall maintain, without interruption, this insurance from the commencement date of the Work through and including the date the applicable statute of repose for the project expires. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds.

(ii) **Automobile Liability:** This insurance shall be provided by a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for bodily injury and property damage arising out of the operation, maintenance, use, loading or unloading of any vehicle, including owned, non-owned, and hired vehicles, in connection with the Work, and providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. If the Work requires the removal and transportation of hazardous materials from the project site, coverage must be amended to include pollution liability coverage applicable to bodily injury and property damage arising from all hazardous waste hauling and include the CA 9948 and MCS90 endorsements. Contractor shall maintain, without interruption, this insurance from the commencement date of the Work through and including the date that Contractor achieves final completion of the Work.

(iii) **Workers' Compensation:** This insurance shall be provided as required by law in the state in which the Work will take place. If Contractor leases one or more employees through the use of a payroll, employee management, or other similar company, then Contractor must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability. Such insurance shall be in addition to the workers' compensation coverage provided to the leased employee by the payroll, employee management, or other similar company. Contractor shall maintain, without interruption, this insurance from the commencement date of the Work through and including the date that the Contractor achieves final completion of the Work.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

- (c) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.

(iv) **Employer's Liability:** This insurance shall provide limits of at least \$1,000,000 for each bodily injury by accident, bodily injury by disease, and annual aggregate. Contractor shall maintain, without interruption, this insurance from the commencement date of the Work through and including the date that Contractor achieves final completion of the Work.

(v) **Excess/Umbrella Liability Coverage:** This insurance shall provide coverage excess to, and at least as broad as, the Commercial General Liability, Automobile Liability, and Employer's Liability insurance coverages detailed above with limits of at least \$5,000,000 per occurrence and in the aggregate. Contractor shall maintain, without interruption, this insurance from the commencement date of the Work through and including the date the applicable statute of repose for the project expires.

(vi) **Professional Liability:** For all work performed by Contractor as an architect, engineer, professional and/or on a design/build basis, Contractor shall provide and maintain professional liability insurance covering errors and omissions in the performance of such work with limits of at least \$2,000,000 per claim and in the aggregate and with a deductible, if any, acceptable to Owner in its sole discretion. This insurance shall have a retroactive coverage date that precedes the commencement date of the Work. This insurance shall not contain policy language that (i) excludes coverage for claims arising out of mold, asbestos or silica that are the result of Contractor's and/or Contractor's Agents' performance or failure to perform work under the Agreement; or (ii) excludes coverage for claims arising from work within the means, methods and techniques of construction. Contractor shall maintain, without interruption, this insurance from the commencement date of the Work through and including the date the applicable statute of repose for the project expires.

2. Prior to commencement of any work, Contractor shall furnish to Owner certificates of insurance on ACORD Form 25 (or such other form approved by Owner) and copies of insurance policy endorsements evidencing (i) the coverages required to be carried by Contractor under this Agreement and (ii) the additional insureds and other requirements under this Agreement. From time to time, upon Owner's request, to evidence compliance with the insurance requirements hereunder, Contractor shall promptly deliver appropriate certificates of insurance, insurance policy endorsements, and certified copies of insurance policies. Certificates of insurance, insurance policy endorsements and/or insurance policies which, in Owner's sole opinion, are incomplete or do not reflect the coverage, limits, or terms required hereunder may be returned by Owner for resubmission by Contractor. If Contractor's current insurance will expire before final completion of the Work, Contractor shall provide to Owner renewal certificates of insurance and additional insureds and other endorsements (conforming with the requirements set forth in this Agreement) before the date of expiration of all applicable insurance. For all coverage required to be maintained after final completion of the Work, Contractor shall submit to Owner certificates of insurance evidencing such coverage and the satisfaction of the additional insureds requirements on an annual basis as the coverage is renewed (or replaced).

3. **Additional Insureds:** Owner, Brookfield Kolter Land Partners LLC, The Kolter Group LLC, Kolter Group Acquisitions LLC, Osprey Creek Member LP, Grace Groves Member LP, Brookfield Communities (Florida) GP LLC, BF-KL (Florida) Holdco LLC, Trez US #8 Master Partnership, LP, TB Lot Development #1 Aggregator Limited Partnership, and other persons or entities designated by Owner in writing shall each be included in all policies required hereunder to be maintained by Contractor and Contractor's Agents (except for workers' compensation and professional liability insurance) as an additional insured for claims against them relating to the Work, with the understanding that any affirmative obligation imposed upon the insured Contractor or Contractor's Agent (including without limitation the liability to pay premiums and deductibles) shall be the sole obligation of Contractor or Contractor's Agent, as applicable, and not of any of the additional insureds. The additional insureds' status under the Contractor's and Contractor's Agent's Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 10 01 and CG 20 37 10 01) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by Owner in writing. The insurance afforded to each additional insured shall be at least as broad as that afforded to the first named insured under each policy. All of Contractor's and Contractor's Agent's liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance or self-

insurance, including any deductible or retention maintained by an additional insured) for all claims against the additional insureds arising out of the performance of this Contract by Contractor or Contractor's Agent, or anyone for whom the Contractor or a Contractor's Agent may be liable.

4. Primary and Non-Contributory Coverage: All insurance required hereunder shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance maintained by or available to the additional insureds. Contractor's insurance shall exhaust vertically, and not share horizontally with any of the additional insured's insurance, notwithstanding any case law to the contrary.

5. Severability of Interests (cross-liability): All policies required hereunder shall not contain any cross-liability exclusion applicable to the additional insureds, or any restriction that limits coverage for a claim brought by an additional insured against a named insured.

6. Waiver of Subrogation: All insurance required hereunder shall include a waiver of subrogation in favor of the additional insureds. Contractor hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, and/or any other reason. A waiver of subrogation shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

7. Notice of Cancellation, Modification or Termination: All policies required hereunder shall not be subject to cancellation, termination, modification or non-renewal except upon thirty (30) days' prior written notice to the additional insureds.

8. All insurance shall be maintained in the form and with companies satisfactory to Owner and that have a current A.M Best rating of A- VII or better, that have an S&P rating of A- or better, and that have been authorized to do business in the State of Florida.

9. Failure of Contractor to comply with the insurance requirements hereunder, or to ensure that all Contractor's Agents comply with the insurance requirements hereunder, shall constitute a material breach of the Agreement and Owner may terminate the Agreement or, at its discretion, procure such insurance to protect Owner's interests, pay any and all premiums in connection therewith, and withhold or recover all monies so paid from Contractor. For the avoidance of doubt, neither the insurance required hereunder nor any other provision in this Article shall (A) relieve Contractor, or any Contractor's Agent, of their respective obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Agreement; or (B) limit any of the Contractor's indemnification obligations or other obligations arising out of or relating to the Work and/or this Agreement. Contractor and Contractor's Agents shall be solely responsible for payment of all premiums, deductibles, and/or self-insured retentions for their respective insurance policies. Owner, in its sole discretion, at any time, may audit compliance with the insurance requirements hereunder, and Contractor shall cooperate with any such audits. Contractor shall provide complete copies of insurance policies upon Owner's request. Contractor understands and agrees that Owner's timely receipt from Contractor of all certificates evidencing all insurance required hereunder, all endorsements required hereunder, and copies of all insurance policies (if requested by Owner) shall be a condition precedent to Owner's obligation to make any payments under the Agreement.

10. The provisions of this Exhibit shall survive the expiration or sooner termination of this Agreement.

**Exhibit F**  
**PARTIAL WAIVER AND RELEASE OF LIEN**

RLS-KL Radiance LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ \_\_\_\_\_, paid by RLS-KL Radiance LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Cresswind according to the plat thereof on file in the office of the Clerk of the Court in and for Volusia, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR:  
HAZEN CONSTRUCTION, LLC.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

COMMISSION #: \_\_\_\_\_

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

**Exhibit G**  
**FINAL WAIVER AND RELEASE OF LIEN**

RLS-KL Radiance LLC  
14025 Riveredge Drive  
Suite 175  
Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ \_\_\_\_\_, paid by RLS-KL Radiance LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Cresswind according to the plat thereof on file in the office of the Clerk of the Court in and for Volusia, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR:  
Hazen Construction, LLC.

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

BY: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
COMMISSION #: \_\_\_\_\_

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

# HAZEN CONSTRUCTION, LLC

June 12, 2025

RE: Cresswind at Flagler Beach PH 1

Hazen Construction is pleased to submit this proposal for the above mentioned project. Our proposal is based on the drawings as noted on the attached drawing log.

| <u>DESCRIPTION</u>                      | <u>UNIT</u> | <u>QUANTITY</u> | <u>UNIT BID</u> | <u>AMOUNT</u> |
|-----------------------------------------|-------------|-----------------|-----------------|---------------|
| <b>SANITARY SEWER SYSTEM</b>            |             |                 |                 |               |
| 48" diameter manhole 0'-6'              | ea          | 5               | 4,885.00 \$     | 24,425.00     |
| 48" diameter manhole 6'-8'              | ea          | 9               | 5,415.00 \$     | 48,735.00     |
| 48" diameter manhole 8'-10'             | ea          | 5               | 5,749.00 \$     | 28,745.00     |
| 48" diameter manhole 10'-12'            | ea          | 3               | 8,246.00 \$     | 24,738.00     |
| 48" diameter manhole 12'-14'            | ea          | 2               | 8,755.00 \$     | 17,510.00     |
| 48" diameter manhole 14'-16'            | ea          | 5               | 9,131.00 \$     | 45,655.00     |
| 48" diameter manhole 16'-18'            | ea          | 4               | 9,655.00 \$     | 38,620.00     |
| 48" diameter manhole 18'-20'            | ea          | 1               | 9,998.00 \$     | 9,998.00      |
| 48" diameter agru-lined manhole 20'-22' | ea          | 1               | 18,755.00 \$    | 18,755.00     |
| 8" SDR-26 4'-6'                         | lf          | 714             | 44.00 \$        | 31,416.00     |
| 8" SDR-26 6'-8'                         | lf          | 1,820           | 48.00 \$        | 87,360.00     |
| 8" SDR-26 8'-10'                        | lf          | 378             | 56.00 \$        | 21,168.00     |
| 8" SDR-26 10'-12'                       | lf          | 952             | 61.00 \$        | 58,072.00     |
| 8" SDR-26 12'-14'                       | lf          | 896             | 67.00 \$        | 60,032.00     |
| 8" SDR-26 14'-16'                       | lf          | 1,008           | 71.00 \$        | 71,568.00     |
| 8" SDR-26 16'-18'                       | lf          | 406             | 75.00 \$        | 30,450.00     |
| 8" SDR-26 18'-20'                       | lf          | 336             | 79.00 \$        | 26,544.00     |
| 8" DIP P401 Lined 24'-26'               | lf          | 80              | 88.00 \$        | 7,040.00      |
| 6" single service                       | ea          | 47              | 995.00 \$       | 46,765.00     |
| 6" double service                       | ea          | 54              | 1,465.00 \$     | 79,110.00     |
| Lift station                            | ls          | 1               | 367,409.00 \$   | 367,409.00    |
| 12"x8" tapping sleeve & valve           | ea          | 1               | 7,359.00 \$     | 7,359.00      |
| 8" DR-18 force main                     | lf          | 3,260           | 66.00 \$        | 215,160.00    |
| 4" DR-18 force main                     | lf          | 80              | 107.00 \$       | 8,560.00      |
| 8" plug valve                           | ea          | 1               | 4,905.00 \$     | 4,905.00      |
| 4" plug valve                           | ea          | 1               | 3,964.00 \$     | 3,964.00      |
| Miscellaneous materials                 | ls          | 1               | 5,000.00 \$     | 5,000.00      |
| Sub-total                               |             |                 | \$              | 1,389,063.00  |
| <b>POTABLE WATER SYSTEM</b>             |             |                 |                 |               |
| 16"x12" tapping sleeve & valve          | ea          | 1               | 16,065.00 \$    | 16,065.00     |
| 12" DR-18 water main                    | lf          | 1,820           | 86.00 \$        | 156,520.00    |
| 10" DR-18 water main                    | lf          | 1,360           | 72.00 \$        | 97,920.00     |
| 6" DR-18 water main                     | lf          | 4,140           | 39.00 \$        | 161,460.00    |
| 12" gate valve                          | ea          | 7               | 5,459.00 \$     | 38,213.00     |
| 10" gate valve                          | ea          | 4               | 4,813.00 \$     | 19,252.00     |
| 6" gate valve                           | ea          | 12              | 2,224.00 \$     | 26,688.00     |
| Fire hydrant assembly                   | ea          | 14              | 8,214.00 \$     | 114,996.00    |
| 1" single service                       | ea          | 24              | 998.00 \$       | 23,952.00     |
| 1" double service                       | lf          | 66              | 1,314.00 \$     | 86,724.00     |
| Blowoff assembly                        | ea          | 2               | 3,831.00 \$     | 7,662.00      |
| Miscellaneous materials                 | ls          | 1               | 4,000.00 \$     | 4,000.00      |
| Sub-total                               |             |                 | \$              | 753,452.00    |

1599 Tionia Road  
New Smyrna Beach, Florida 32168

Phone: 386 322-8700  
Fax: 386 756-0000



# HAZEN CONSTRUCTION, LLC

| <u>DESCRIPTION</u>                           | <u>UNIT</u> | <u>QUANTITY</u> | <u>UNIT BID</u> | <u>AMOUNT</u>          |
|----------------------------------------------|-------------|-----------------|-----------------|------------------------|
| <b>STORM DRAINAGE SYSTEM</b>                 |             |                 |                 |                        |
| 18" RCP                                      | lf          | 152             | 67.00 \$        | 10,184.00              |
| 24" RCP                                      | lf          | 1,920           | 97.00 \$        | 186,240.00             |
| 30" RCP                                      | lf          | 888             | 122.00 \$       | 108,336.00             |
| 36" RCP                                      | lf          | 344             | 197.00 \$       | 67,768.00              |
| 42" RCP                                      | lf          | 248             | 249.00 \$       | 61,752.00              |
| 48" RCP                                      | lf          | 528             | 295.00 \$       | 155,760.00             |
| 54" RCP                                      | lf          | 496             | 357.00 \$       | 177,072.00             |
| 60" RCP                                      | lf          | 176             | 406.00 \$       | 71,456.00              |
| Type "V" Inlets                              | ea          | 26              | 8,299.00 \$     | 215,774.00             |
| Type "D" Inlets                              | ea          | 1               | 3,932.00 \$     | 3,932.00               |
| Storm manhole                                | ea          | 12              | 6,481.00 \$     | 77,772.00              |
| Drainage control structure                   | ea          | 1               | 5,980.00 \$     | 5,980.00               |
| 24" MES                                      | ea          | 2               | 2,200.00 \$     | 4,400.00               |
| 30" MES                                      | ea          | 2               | 3,950.00 \$     | 7,900.00               |
| 36" MES                                      | ea          | 2               | 4,920.00 \$     | 9,840.00               |
| 42" MES                                      | ea          | 1               | 6,020.00 \$     | 6,020.00               |
| 48" MES                                      | ea          | 1               | 6,900.00 \$     | 6,900.00               |
| 60" MES                                      | ea          | 2               | 14,100.00 \$    | 28,200.00              |
| Concrete overflow weir w/ fiberglass skimmer | ea          | 1               | 8,669.00 \$     | 8,669.00               |
| Miscellaneous materials                      | ls          | 1               | 4,000.00 \$     | 4,000.00               |
| <b>Sub-total</b>                             |             |                 |                 | <b>\$ 1,217,955.00</b> |
| <b>SITework AND PAVING</b>                   |             |                 |                 |                        |
| Silt fence                                   | lf          | 11,484          | 2.00 \$         | 22,968.00              |
| Double Silt fence                            | lf          | 11,484          | 2.00 \$         | 22,968.00              |
| Staked Turbidity Barrier                     | lf          | 503             | 11.00 \$        | 5,533.00               |
| Floating Turbidity Barrier                   | lf          | 935             | 12.00 \$        | 11,220.00              |
| Inlet Protection                             | ea          | 26              | 250.00 \$       | 6,500.00               |
| Conservation Area Sign                       | ea          | 105             | 350.00 \$       | 36,750.00              |
| Stormwater prevention plan                   | ea          | 1               | 6,500.00 \$     | 6,500.00               |
| Construction entrance soil tracking device   | ls          | 1               | 6,760.00 \$     | 6,760.00               |
| Demo Existing Fence                          | lf          | 1,567           | 5.00 \$         | 7,835.00               |
| Clear and grub site                          | ac          | 15.50           | 9,610.00 \$     | 148,955.00             |
| Strip site                                   | ac          | 65.00           | 2,495.00 \$     | 162,175.00             |
| Cut/fill on site                             | cy          | 403,387         | 3.00 \$         | 1,210,161.00           |
| Dewatering                                   | ls          | 1               | 209,906.00 \$   | 209,906.00             |
| Grading                                      | ls          | 1               | 257,558.00 \$   | 257,558.00             |
| 6" Sub Grade sidewalk                        | sy          | 3,286           | 5.00 \$         | 16,430.00              |
| 12" Sub Grade asphalt                        | sy          | 23,980          | 7.00 \$         | 167,860.00             |
| 8" Limerock                                  | sy          | 18,764          | 22.00 \$        | 412,808.00             |
| 1.5" Asphalt SP-9.5                          | sy          | 18,764          | 14.00 \$        | 262,696.00             |
| Miami curb and gutter                        | lf          | 13,714          | 20.00 \$        | 274,280.00             |
| Curb Type "A"                                | lf          | 1,932           | 19.00 \$        | 36,708.00              |
| 3' Valley Curb and Gutter                    | lf          | 141             | 30.00 \$        | 4,230.00               |
| Common area Sidewalk 4"                      | sf          | 28,624          | 7.00 \$         | 200,368.00             |
| Lift station driveway 6"                     | sf          | 772             | 10.00 \$        | 7,720.00               |
| 5' Wide Truncated Dome H/C Ramps             | ea          | 6               | 775.00 \$       | 4,650.00               |
| 8' Wide Truncated Dome H/C Ramps             | ea          | 8               | 990.00 \$       | 7,920.00               |
| CMU wall                                     | sf          | 2,400           | 37.00 \$        | 88,800.00              |
| Sod pond slopes                              | sy          | 17,740          | 4.00 \$         | 70,960.00              |
| Sod perimeter slopes                         | sy          | 24,691          | 4.00 \$         | 98,764.00              |
| Sod 2' back of curb                          | sy          | 3,477           | 4.00 \$         | 13,908.00              |
| Seed and mulch                               | ac          | 42              | 2,375.00 \$     | 99,750.00              |
| Striping and Signage                         | ls          | 1               | 41,300.00 \$    | 41,300.00              |
| Surveying layout                             | ls          | 1               | 82,874.00 \$    | 82,874.00              |

# HAZEN CONSTRUCTION, LLC

## DESCRIPTION

|                         | UNIT | QUANTITY | UNIT BID  | AMOUNT          |
|-------------------------|------|----------|-----------|-----------------|
| Asbuilt                 | Is   | 1        | 41,040.00 | \$ 41,040.00    |
| Miscellaneous materials | Is   | 1        | 5,500.00  | \$ 5,500.00     |
| Sub-total               |      |          |           | \$ 4,054,355.00 |
| Total                   |      |          |           | \$ 7,414,825.00 |

## Exclusions / Qualifications:

- ~~1. This proposal may be withdrawn by us if not accepted within thirty (30) days.~~
- ~~2. Our price is based on quantities and units as stated above.~~
3. Rock excavation is not included.
4. Select backfill / removal and/or disposal of any unsuitable material is not included.
5. Permits or inspection fees are not included.
6. Bonds are not included.
7. Meters or connection fees are not included.
8. Layout for our work is included.
9. Bacteriological testing for our work is included.
10. Density testing for our work is included.
11. Dewatering for our work is included.
12. Video of sanitary lines is included; video of storm lines is not included.
13. Due to the phase lines storm structures D393, D392, and D391 and the required pipe will be installed in phase 1.
14. Sewer services are priced per detail "Standard Sewer Service Laterals" on sheet C9.7.
15. Water services are priced per detail "Water Service Installation 5/8" through 1" on sheet C9.0, meters not included.
16. We have included manhole S25 and sanitary services between S25 & S27 to complete phase 1.
17. Asphalt and Concrete end at station 105+67, the rest will be picked up in the roundabout.
18. Concrete weir priced as 8" thick 4000 psi concrete with geotextile grid.
19. We have not included any demo outside of Phase 1 silt fence limits.
20. Sidewalk has been priced in common areas only.
21. This proposal is based on the accuracy of the provided geotechnical report (Reports No. 138629, July 15, 2021).
22. This proposal is based on the layout and grades as presented in the current bid set of plans. If there are significant changes in the layout geometry or the grades, during the course of constructing this project, we will need to review and revise our pricing as necessary.
23. No retaining walls or railings are included.
24. Any temporary construction fencing or permanent fencing is not included.
25. Clearing based on grind and haul.
26. Grading price assumes on site material is suitable for lot fill.
27. Grading price is based on lots 7 tenths below finished floor per grading plans, as a flat "table top"; no side swales.
28. Strippings to be utilized onsite in greens areas. If required to haul offsite, pricing will need to be adjusted.
29. Additional material generated cut/fill operations to be stockpiled on site in Phase 1. If material is to be moved out of Phase 1, our price will need to be adjusted.
30. Site to be topo'd prior to earthwork commencement to verify provided survey. Proposal to be adjusted if required.
31. An allowance of \$88,800 has been included for the CMU wall. Allowance is based on 8' wall with filled cells, concrete footer, and 1" stucco finish. We have not included concrete cap tile insert, or painting of wall. Price to be adjusted based on approval of Engineer.
32. We have not included any above ground or below ground utility relocation for any of the work.
33. ~~Due to the current market conditions and volatility, pricing is subject to change on materials, fuel, aggregate, subcontractors, etc. Price adjustment to be provided with appropriate documentation.~~
34. ~~Our pricing is subject to the availability of materials at the time of construction, of any items of work in this proposal.~~

Cresswind lots are 9"  
below FFE. (.75")

Sincerely,  
Hazen Construction

Chad S. Hazen  
Owner

June 12, 2025

Hazen Construction

**Cresswind at Flagler Beach PH 1****Drawing Log**

Drawings prepared by Kimely-Horn

| <u>Drawing</u> | <u>Description</u>                        | <u>Date</u> |
|----------------|-------------------------------------------|-------------|
| C0.0           | Cover Sheet                               | 02/02/24    |
| C0.1           | Signature Sheet                           | 02/02/24    |
| C1.0           | General Notes                             | 02/02/24    |
| C1.1           | FGUA General Notes                        | 02/02/24    |
| C2.0           | Storm Water Pollution Prevention Plan     | 02/02/24    |
| C2.1           | Erosion Control Details                   | 02/02/24    |
| C3.0           | Overall Exist. Cond. and Demo. Plan       | 06/03/24    |
| C3.1           | Detailed Exist. Cond. and Demo. Plan      | 06/03/24    |
| C3.2           | Detailed Exist. Cond. and Demo. Plan      | 06/03/24    |
| C3.3           | Detailed Exist. Cond. and Demo. Plan      | 06/03/24    |
| C3.4           | Detailed Exist. Cond. and Demo. Plan      | 06/03/24    |
| C3.5           | Detailed Exist. Cond. and Demo. Plan      | 06/03/24    |
| C4.0           | Overall Site Plan                         | 06/19/24    |
| C4.1           | Detailed Site Plan                        | 02/02/24    |
| C4.2           | Detailed Site Plan                        | 02/02/24    |
| C4.3           | Detailed Site Plan                        | 02/02/24    |
| C4.4           | Detailed Site Plan                        | 02/02/24    |
| C4.5           | Detailed Site Plan                        | 02/02/24    |
| C4.6           | Detailed Site Plan                        | 02/02/24    |
| C4.7           | Detailed Site Plan                        | 02/02/24    |
| C4.8           | Detailed Site Plan                        | 02/02/24    |
| C4.9           | Detailed Site Plan                        | 02/02/24    |
| C4.10          | Detailed Site Plan                        | 02/02/24    |
| C4.11          | Detailed Site Plan                        | 02/02/24    |
| C4.12          | Detailed Site Plan                        | 02/02/24    |
| C4.13          | Detailed Site Plan                        | 02/02/24    |
| C4.14          | Detailed Site Plan                        | 02/02/24    |
| C4.15          | Detailed Site Plan                        | 02/02/24    |
| C4.16          | Detailed Site Plan                        | 02/02/24    |
| C4.17          | Detailed Site Plan                        | 02/02/24    |
| C4.18          | Detailed Site Plan                        | 02/02/24    |
| C4.19          | Detailed Site Plan                        | 02/02/24    |
| C4.20          | Detailed Site Plan                        | 02/02/24    |
| C4.21          | Detailed Site Plan                        | 02/02/24    |
| C4.22          | Detailed Site Plan                        | 02/02/24    |
| C4.23          | Detailed Site Plan                        | 02/02/24    |
| C4.24          | Detailed Site Plan                        | 02/02/24    |
| C5.0           | Overall Paving, Grading, & Drainage Plan  | 02/02/24    |
| C5.1           | Overall Paving, Grading, & Drainage Plan  | 02/02/24    |
| C5.2           | Detailed Paving, Grading, & Drainage Plan | 02/02/24    |
| C5.3           | Detailed Paving, Grading, & Drainage Plan | 02/02/24    |
| C5.4           | Detailed Paving, Grading, & Drainage Plan | 02/02/24    |

| <u>Drawing</u> | <u>Description</u>                                        | <u>Date</u> |
|----------------|-----------------------------------------------------------|-------------|
| C5.5           | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.6           | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.7           | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.8           | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.9           | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.10          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.11          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.12          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.13          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.14          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.15          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.16          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.17          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.18          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.19          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.20          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.21          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.22          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.23          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.24          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C5.25          | Detailed Paving, Grading, & Drainage Plan                 | 02/02/24    |
| C6.1           | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.2           | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.3           | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.4           | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.5           | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.6           | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.7           | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.8           | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.9           | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.10          | Paving Plan & Profile - Cresswind Blvd                    | 06/03/24    |
| C6.11          | Paving Plan & Profile - Biltmore Court                    | 06/03/24    |
| C6.12          | Paving Plan & Profile - Biltmore Court                    | 06/03/24    |
| C6.13          | Paving Plan & Profile - Biltmore Court                    | 06/03/24    |
| C6.14          | Paving Plan & Profile - Santorini Drive                   | 06/03/24    |
| C6.15          | Paving Plan & Profile - Santorini Drive                   | 06/03/24    |
| C6.16          | Paving Plan & Profile - Santorini Drive & Lime Wood Court | 06/03/24    |
| C6.17          | Paving Plan & Profile - Catalina Court                    | 06/03/24    |
| C6.18          | Paving Plan & Profile - Milestone Avenue                  | 06/03/24    |
| C6.19          | Paving Plan & Profile - Carlyle Road                      | 06/03/24    |
| C6.20          | Paving Plan & Profile - Carlyle Road                      | 06/03/24    |
| C6.21          | Paving Plan & Profile - Carlyle Road                      | 06/03/24    |
| C6.22          | Paving Plan & Profile - Carlyle Road                      | 06/03/24    |
| C6.23          | Paving Plan & Profile - Carlyle Road                      | 06/03/24    |
| C6.24          | Paving Plan & Profile - Carlyle Road                      | 06/03/24    |
| C6.25          | Paving Plan & Profile - Eden Rock Court                   | 06/03/24    |
| C6.26          | Paving Plan & Profile - Florence Road                     | 06/03/24    |
| C6.27          | Paving Plan & Profile - Florence Road & Broadmoor Court   | 06/03/24    |

| <u>Drawing</u> | <u>Description</u>                      | <u>Date</u> |
|----------------|-----------------------------------------|-------------|
| C6.28          | Paving Plan & Profile - Claridge Avenue | 06/03/24    |
| C6.29          | Paving Plan & Profile - Milestone       | 06/03/24    |
| C6.30          | Paving Plan & Profile - Milestone       | 06/03/24    |
| C6.31          | Paving Plan & Profile - Milestone       | 06/03/24    |
| C6.32          | Paving Plan & Profile - Patagonia Court | 06/03/24    |
| C6.33          | Paving Plan & Profile - Greenbrier Road | 06/03/24    |
| C7.7           | Utility Plan & Profile - Cresswind      | 02/02/24    |
| C7.8           | Utility Plan & Profile - Cresswind      | 02/02/24    |
| C7.9           | Utility Plan & Profile - Cresswind      | 02/02/24    |
| C7.10          | Utility Plan & Profile - Cresswind      | 02/02/24    |
| C7.17          | Utility Plan & Profile - Cresswind      | 02/02/24    |
| C7.31          | Utility Plan & Profile - Cresswind      | 02/02/24    |
| C7.32          | Utility Plan & Profile - Cresswind      | 02/02/24    |
| C7.33          | Utility Plan & Profile - Cresswind      | 02/02/24    |
| C7.34          | Utility Plan & Profile - Cresswind      | 02/02/24    |
| C7.36          | Phasing Details                         | 02/02/24    |
| C8.0           | Construction Details                    | 02/02/24    |
| C8.1           | Construction Details                    | 02/02/24    |
| C8.2           | Typical Roadway Sections                | 02/02/24    |
| C8.3           | Typical Roadway Sections                | 02/02/24    |
| C8.4           | Pond Cross Sections                     | 06/03/24    |
| C8.5           | Sign Details                            | 02/02/24    |
| C8.6           | Sidewalk Details                        | 02/02/24    |
| C9.0           | City of Palm Coast Details              | 02/02/24    |
| C9.1           | City of Palm Coast Details              | 02/02/24    |
| C9.2           | City of Palm Coast Details              | 02/02/24    |
| C9.3           | City of Palm Coast Details              | 02/02/24    |
| C9.4           | City of Palm Coast Details              | 02/02/24    |
| C9.5           | City of Palm Coast Details              | 02/02/24    |
| C9.6           | City of Palm Coast Details              | 02/02/24    |
| C9.7           | City of Palm Coast Details              | 02/02/24    |
| C9.8           | City of Palm Coast Details              | 02/02/24    |
| C9.9           | City of Palm Coast Details              | 02/02/24    |
| C9.10          | City of Palm Coast Details              | 02/02/24    |
| C10.0          | Lift Station 1 Details                  | 02/02/24    |
| C10.1          | Lift Station Details                    | 02/02/24    |
| C10.3          | Lift Station Site Plan                  | 02/02/24    |

**ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")**  
**[RADIANCE CDD – CRESSWIND PHASE 1 PROJECT]**

**1. ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated September 17, 2025 ("**Contract**") between the RLS-KL Radiance LLC ("**Developer**") and Hazen Construction, LLC ("**Contractor**"), and in order to add certain third party rights in favor of the Radiance Community Development District ("**District**"), which has an address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application.

**3. THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

**4. INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**5. INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

**6. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**7. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, *Florida Statutes*, and other Florida law.

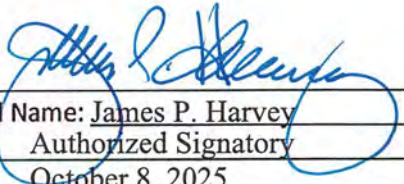
**8. NOTICES.** Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

**[SIGNATURES ON NEXT PAGE]**

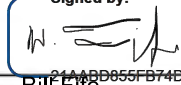
[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

RLS-KL RADIANCE LLC

By:   
Printed Name: James P. Harvey  
Title: Authorized Signatory  
Dated: October 8, 2025

RADIANCE COMMUNITY DEVELOPMENT  
DISTRICT

Signed by:   
By: Bill Fife  
Printed Name: Bill Fife  
Title: Chairperson  
Dated: 10/8/2025

HAZEN CONSTRUCTION, LLC

By:   
Printed Name: Chad S. Hazen  
Title: Authorized Signatory  
Dated: 10/7/25

## EXHIBIT 8



**FIRST AMENDMENT TO  
SETTLEMENT AGREEMENT AND GENERAL RELEASE**

THIS FIRST AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT (the “**First Amendment**”) is entered into effective as of the date that all parties sign this First Amendment 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. The Parties previously entered into that certain Settlement Agreement and General Release (“**Settlement Agreement**”) in June 2025 concerning the extension of utilities, easements, and related matters.

B. The Settlement Agreement included a Permanent Non-Exclusive Utilities Easement and Temporary Non-Exclusive Construction Agreement as Exhibit A thereto (“**Easement Agreement**”).

C. The Settlement Agreement included a “Connection Fee Credit Agreement” as Exhibit B thereto.

D. The Settlement Agreement included a Temporary Construction Easement Agreement as Exhibit C thereto (“**Temporary Easement**”).

E. The Parties desire to amend the easement areas identified in Exhibit A, the Easement Agreement (as to revision of Easement 2 therein), and in Exhibit C, the Temporary Easement (as to revision of Easements 1 and 5, and the addition of Easements 8 and 9). There are no changes to Exhibit B to the Settlement Agreement, the Connection Fee Credit Agreement.

**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 Settlement Agreement.** The Parties hereby ratify and reaffirm the Settlement Agreement, which shall continue to be binding on the Parties. Except as expressly modified herein, all terms, conditions and provisions of the Settlement Agreement shall be and remain in full force and effect without change or amendment.
3. **Execution and Delivery of Easements.** The City, District, and Bulow Creek shall execute the proposed Easement Agreement attached hereto as **Exhibit A** and the proposed Temporary Easement attached hereto as **Exhibit C** within five (5) days of the Effective Date of this First Amendment and provide original signature pages to counsel for the City. Upon receipt

of all signature pages, the City shall record the Easement Agreement. The Temporary Easement shall not be recorded. Upon full execution, the Easement Agreement and Temporary Easement as attached to this First Amendment shall by their terms supplant, replace, and supersede the versions of the Easement Agreement and Temporary Easement attached to the Settlement Agreement and the terms of the Settlement Agreement shall fully apply to the Easement Agreement and Temporary Easement as attached hereto.

4. **Counterparts.** This First Amendment 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.

5. **Headings.** The captions or paragraph titles contained in this First Amendment are for convenience and reference only and shall not be deemed a part of the text of this First Amendment.

6. **Opportunity to Confer with Counsel.** The Parties each acknowledge that they have had the opportunity to read, study, consider and deliberate upon this First Amendment, and have had the opportunity to consult with counsel. The Parties each acknowledge that they have fully read and understood this First Amendment, and are executing this First Amendment voluntarily, with full knowledge of its significance, and without duress, undue influence, or coercion.

7. **Preparation of First Amendment.** The Parties agree that all Parties contributed to the preparation and drafting of this First Amendment, which shall not be construed more strictly against one Party than the other.

[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: \_\_\_\_\_

  
\_\_\_\_\_  
By: Lauren Johnston  
Its: Acting City Manager  
Date: 9/22/2025

**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: 09/24/2025

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**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: \_\_\_\_\_

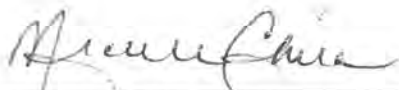
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**BULOW CREEK, LLC:**

**RADIANCE COMMUNITY  
DEVELOPMENT DISTRICT**



By: Michelle Chira

Its: Manager

Date: 9/29/25

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**

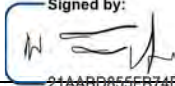
\_\_\_\_\_  
By: Mary L. Demetree  
Its: Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**BULOW CREEK, LLC:**

**RADIANCE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: Michelle Chira  
Its: Manager  
Date: \_\_\_\_\_

Signed by:  
  
\_\_\_\_\_  
By: Bill Fife  
Its: Chair  
Date: 9/22/2025

# **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 2973, Page 851**

This Permanent Non-Exclusive Utilities Easement Agreement and Temporary Non-Exclusive Construction Agreement ("Agreement") is made this 29<sup>th</sup> day of September, 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 July 7, 2025 in Official Records Book 2973 Page 851, 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 on July 7, 2025 in Official Records **Book 2973, Page 851**, 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<br>800 Highland Avenue, Suite 200<br>Orlando, FL 32803 |
|-----------------------|-------------------------------------------------------------------------|

|                        |                                                                                              |
|------------------------|----------------------------------------------------------------------------------------------|
| <u>With a copy to:</u> | Edward Cole<br>Sodl & Ingram PLLC<br>1617 San Marco Boulevard<br>Jacksonville, Florida 32207 |
|------------------------|----------------------------------------------------------------------------------------------|

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

|                        |                                                             |
|------------------------|-------------------------------------------------------------|
| <u>With a copy to:</u> | Jere Earlywine<br>Kutak Rock LLP<br>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]

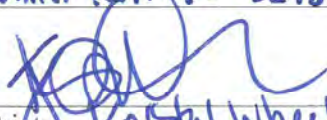


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first stated above.

WITNESSES:

  
Print: Alexis Escotto

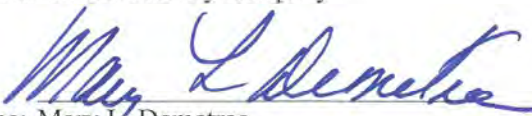
Witness #1 Address:  
941 W Morse Blvd  
Winter Park FL 32789

  
Print: Kristal Wheeler

Witness #2 Address:  
941 W Morse Blvd Ste 315  
Winter Park FL 32789

GRANTOR:

BULOW CREEK, LLC, a  
Florida limited liability company

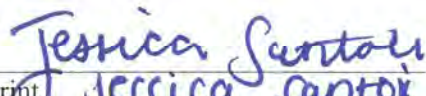
By:   
Name: Mary L. Demetree  
Its: Manager

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of September, 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 \_\_\_\_\_ as identification.



(SEAL)

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

**WITNESSES:**

Amy Anna Abruzzo  
Print: Amy Anna Abruzzo

Witness #1 Address:

3799 Millenia Blvd  
Orlando FL 32839

Stephanie Rivera  
Print: Stephanie Rivera

Witness #2 Address:

8100 Upper Perse  
Orlando, FL 32827

**GRANTOR:**

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

By: Michelle Chira  
Name: Michelle Chira  
Its: Manager

**STATE OF FLORIDA**  
**COUNTY OF** ORANGE

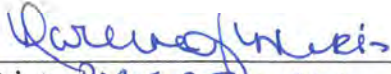
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of SEPTEMBER, 2025 by MICHELLE CHIRA, as MANAGER of Bulow Creek, LLC, a Florida limited liability company, who (check one) ☒ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.



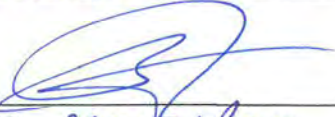
(SEAL)

Dawn Harris  
Print: DAWN HARRIS  
Notary Public, State and County aforesaid  
Commission No.: HH489042  
My commission expires: 02-05-28

**WITNESSES:**

  
Print: DARLENE J. MIKLOS

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

  
Print: BRYANT L. LOPRESTE

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

**GRANTEE:**

**RADIANCE COMMUNITY DEVELOPMENT DISTRICT**

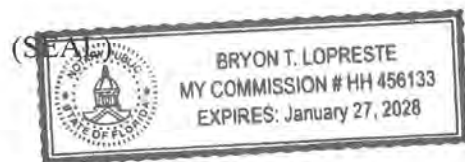
By:   
Name: William Fife  
Its: Chair

**STATE OF FLORIDA**

**COUNTY OF** HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24<sup>th</sup> day of SEPTEMBER, 2025 by WILLIAM FIFE, as RADIANCE CDO of Radiance Community Development District, who (check one) ☒ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.

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





**WITNESSES:**

[Signature]  
Print: Andrew Jannotti

Witness #1 Address:

160 Lake Avenue  
Palm Coast, FL 32164

[Signature]  
Print: Melissa Palmer

Witness #2 Address:

160 Lake Ave  
Palm Coast FL 32164

**GRANTEE:**

**CITY OF PALM COAST**

By: [Signature]  
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 23rd day of September, 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.



(SEAL)

[Signature]  
Print: Kaley Cook  
Notary Public, State and County aforesaid  
Commission No.: HH 677504  
My commission expires: 5/19/2029

**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

|                            |                                                  |             |       |                                                                                                                                                                                                                                                                                                           |
|----------------------------|--------------------------------------------------|-------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| David W. Maxwell<br>LS7311 | JOB #: Radiance - Easement #1 - B                |             |       | Central Florida<br>528 Northlake Blvd, Suite 1040<br>Altamonte Springs, Florida 32701<br>Phone: (321) 270-0440<br>www.geopointsurvey.com<br>Licensed Business No.: LB 7768<br><br><b>GeoPoint</b><br>Surveying, Inc. |
|                            | DRAWN: TJS      DATE: 12/04/23      CHECKED: DWM |             |       |                                                                                                                                                                                                                                                                                                           |
|                            | Prepared For: Kolter                             |             |       |                                                                                                                                                                                                                                                                                                           |
|                            | Revisions                                        |             |       |                                                                                                                                                                                                                                                                                                           |
|                            | DATE                                             | DESCRIPTION | DRAWN |                                                                                                                                                                                                                                                                                                           |
|                            | ----                                             | ----        | ----  |                                                                                                                                                                                                                                                                                                           |
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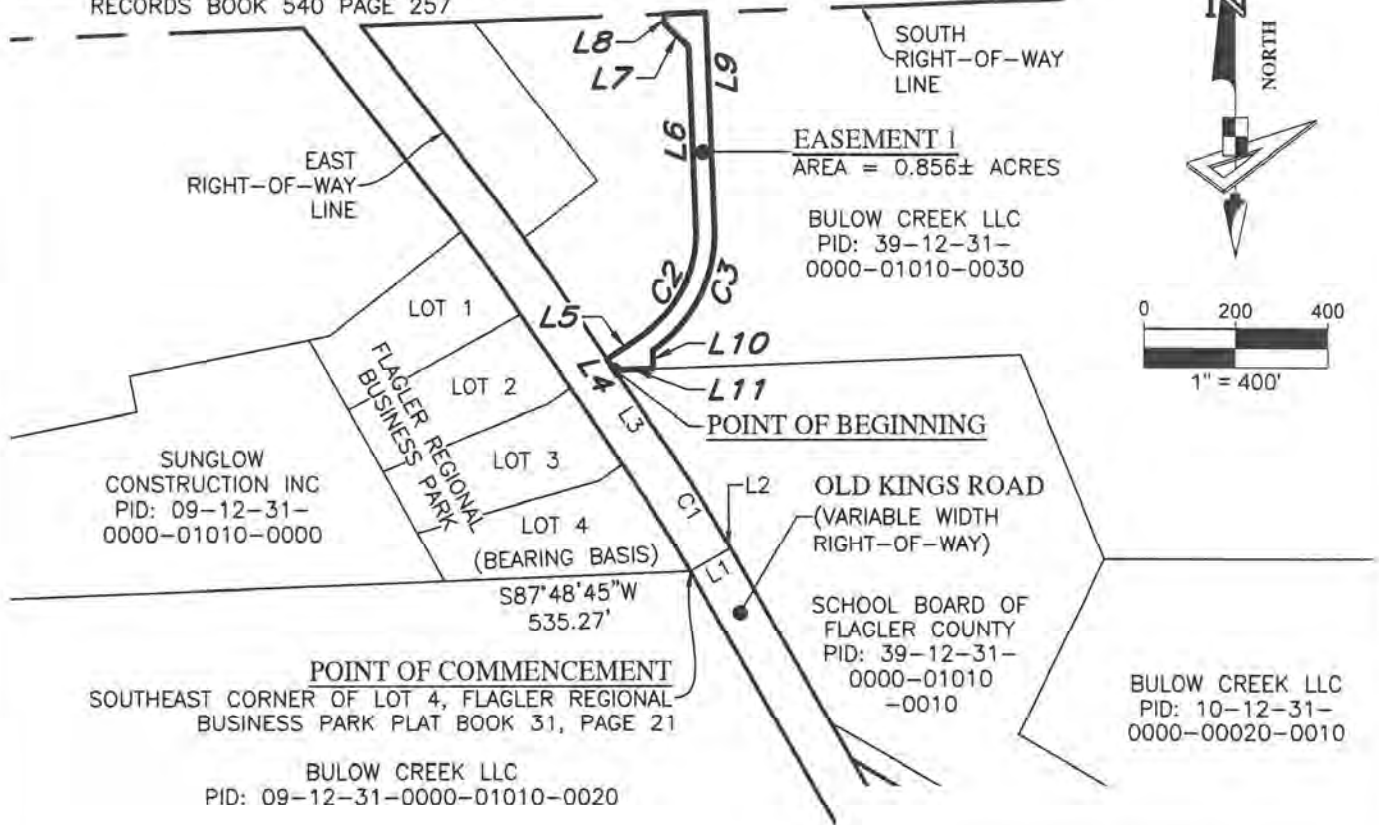
FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - EASEMENT 1 DS OPTION B.DWG      LAST SAVED BY: TYLORS      01 of 02



# Description Sketch

(Not A Survey)

MOODY BOULEVARD (HIGHWAY 100)  
200' PUBLIC RIGHT-OF-WAY  
MAP BOOK 37, PAGE 4 KINGS POINTE  
COMMERCIAL SUBDIVISION REPLAT & OFFICIAL  
RECORDS BOOK 540 PAGE 257



**Line Data Table**

| No. | Bearing     | Length |
|-----|-------------|--------|
| L10 | S00°08'04"E | 39.57' |
| L11 | S87°48'25"W | 84.02' |

**Line Data Table**

| No. | Bearing     | Length  |
|-----|-------------|---------|
| L8  | N02°11'37"W | 22.86'  |
| L9  | S02°11'29"E | 463.25' |

**Line Data Table**

| No. | Bearing     | Length  |
|-----|-------------|---------|
| L1  | N60°03'59"E | 100.36' |
| L2  | N29°56'01"W | 17.15'  |
| L3  | N34°18'13"W | 219.85' |
| L4  | N34°18'13"W | 28.05'  |
| L5  | N55°40'36"E | 93.59'  |
| L6  | N02°09'48"W | 400.41' |
| L7  | N46°41'17"W | 70.30'  |

**Curve Data Table**

| No. | Radius   | Arc     | Δ         | Bearing     | Chord   |
|-----|----------|---------|-----------|-------------|---------|
| C1  | 2914.93' | 220.44' | 4°19'59"  | N32°08'13"W | 220.39' |
| C2  | 265.00'  | 257.51' | 55°40'36" | N27°50'18"E | 247.50' |
| C3  | 305.00'  | 308.26' | 57°54'31" | S26°45'46"W | 295.31' |

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 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 981.79 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°44'22" E, a distance of 10.00 feet; thence S 21°55'02" E, a distance of 2680.79 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 2681.08 feet to the **POINT OF BEGINNING**.

Containing 1.727 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.

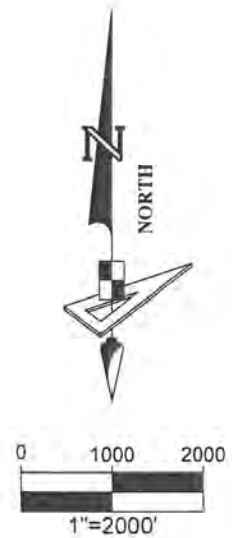
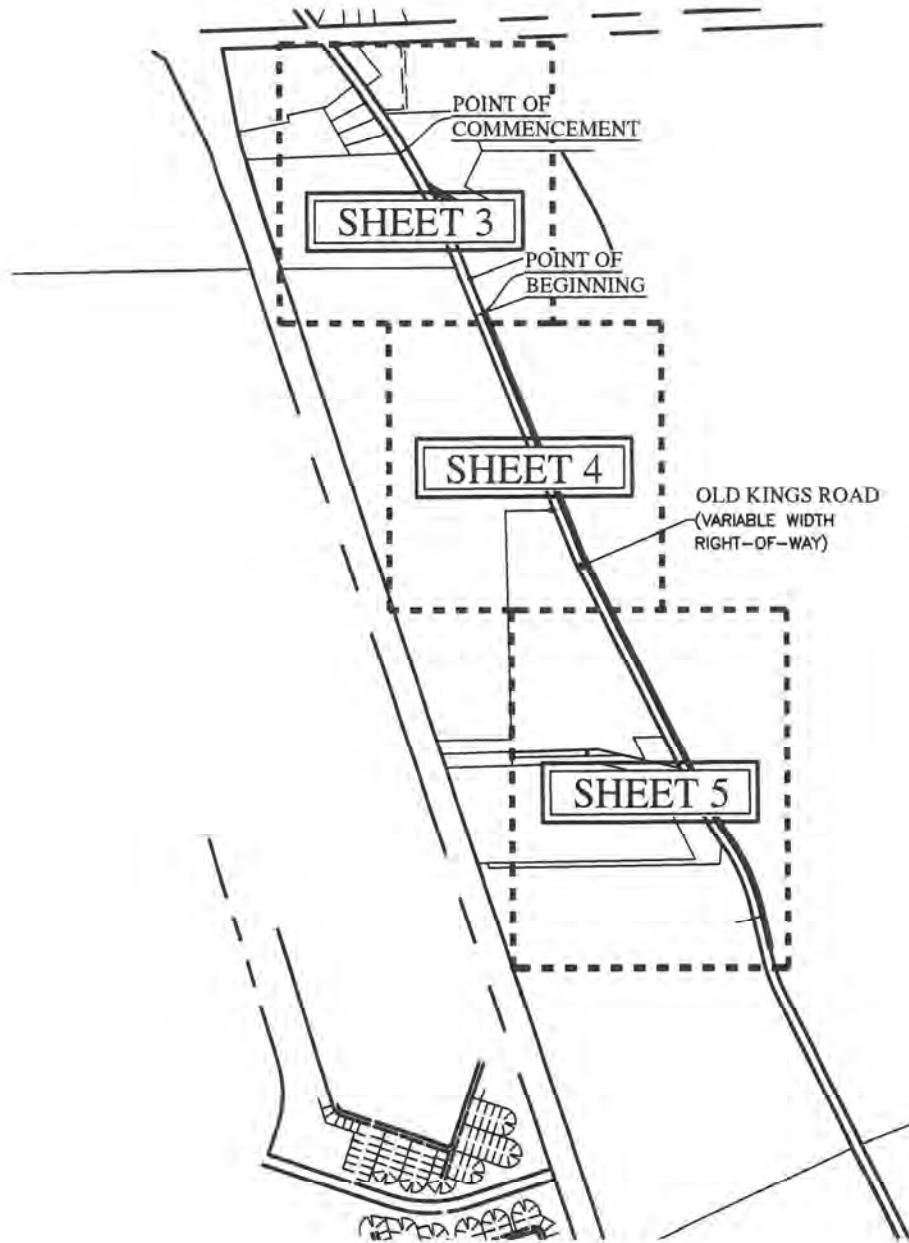
2) Base Linework for Sketches provided by Brookfield Kolter on 7/24/2025 in drawing named EASEMENT MAP.dwg

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

|                                                                                                                                                                            |                                                  |                  |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------|-------|
| David W. Maxwell<br>LS7311                                                                                                                                                 | JOB #: <b>Radiance - Easement #2</b>             |                  |       |
|                                                                                                                                                                            | DRAWN: TJS      DATE: 12/04/23      CHECKED: DWM |                  |       |
|                                                                                                                                                                            | Prepared For: Kolter                             |                  |       |
|                                                                                                                                                                            | Revisions                                        |                  |       |
|                                                                                                                                                                            | DATE                                             | DESCRIPTION      | DRAWN |
|                                                                                                                                                                            | 7/24/25                                          | SHORTEN EASEMENT | SHG   |
|                                                                                                                                                                            | ---                                              | ---              |       |
|                                                                                                                                                                            | ---                                              | ---              |       |
|                                                                                                                                                                            | ---                                              | ---              |       |
| Central Florida<br>528 Northlake Blvd, Suite 1040<br>Altamonte Springs, Florida 32701<br>Phone: (321) 270-0440<br>www.geopointsurvey.com<br>Licensed Business No.: LB 7768 |                                                  |                  |       |
| <br><b>GeoPoint</b><br>Surveying, Inc.                                                |                                                  |                  |       |
| FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - EASEMENT 2 DS.DWG      LAST SAVED BY: SETHG      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

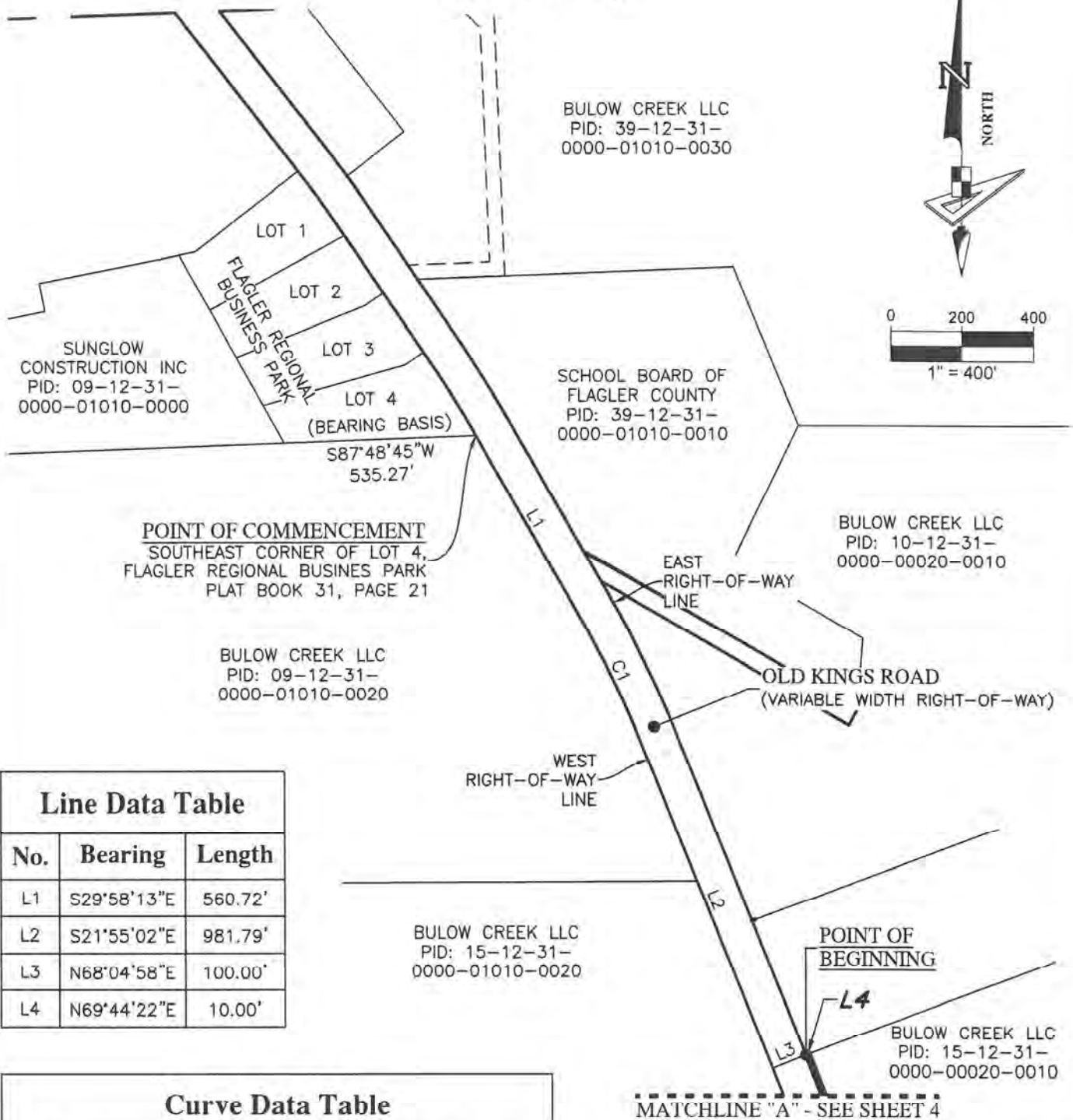
Central Florida  
528 Northlake Blvd, Suite 1040  
Altamonte Springs, Florida 32701  
Phone: (321) 270-0440  
[www.geopointsurvey.com](http://www.geopointsurvey.com)  
Licensed Business No.: LB 7768



# Description Sketch (Not A Survey)



0 200 400  
1" = 400'



**Line Data Table**

| No. | Bearing     | Length  |
|-----|-------------|---------|
| L1  | S29°58'13"E | 560.72' |
| L2  | S21°55'02"E | 981.79' |
| L3  | N68°04'58"E | 100.00' |
| L4  | N69°44'22"E | 10.00'  |

**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 SHEET LAYOUT  
SEE SHEET 3 THROUGH 5 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

EAST  
RIGHT-OF-WAY  
LINE

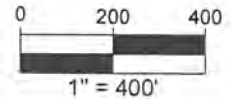
EASEMENT 2  
AREA = 1.727  
± ACRES

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

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

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

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



S21°55'02"E  
2681.08'  
2680.79'  
N21°55'02"W

C2  
C7

MATCHLINE "B" - SEE SHEET 5

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

See Sheet 1 for Signature & Revisions

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Surveying, Inc.



# Description Sketch (Not A Survey)

MATCHLINE "B" - SEE SHEET 4

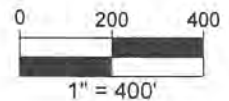
BOARD OF COUNTY  
COMMISSIONERS  
PID: 15-12-31-  
0000-01020-0000

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

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 = 1.727  
± 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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Surveying, Inc.

# 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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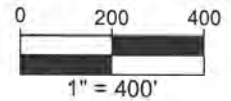
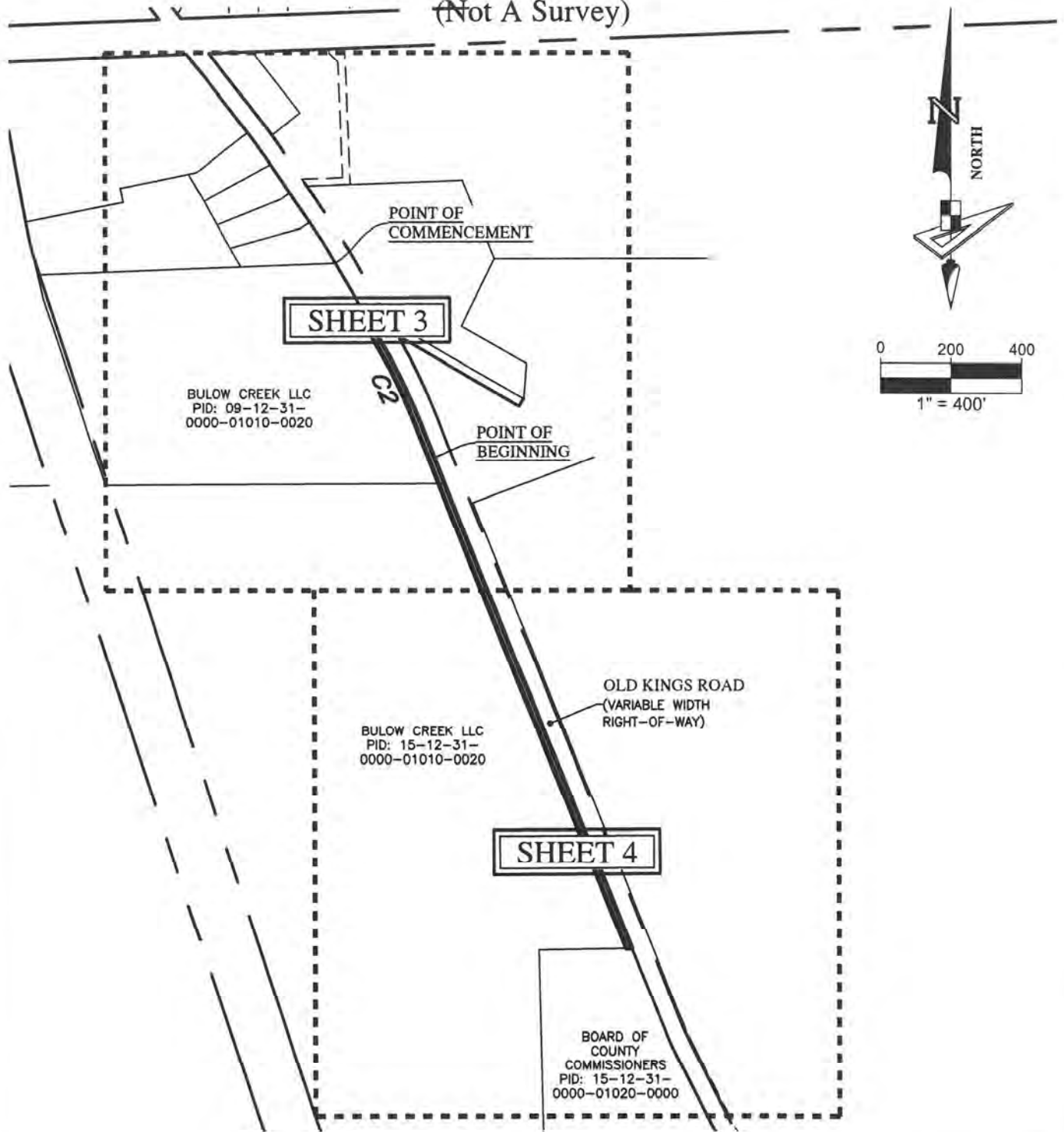


**GeoPoint**  
Surveying, Inc.



# 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

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Altamonte Springs, Florida 32701  
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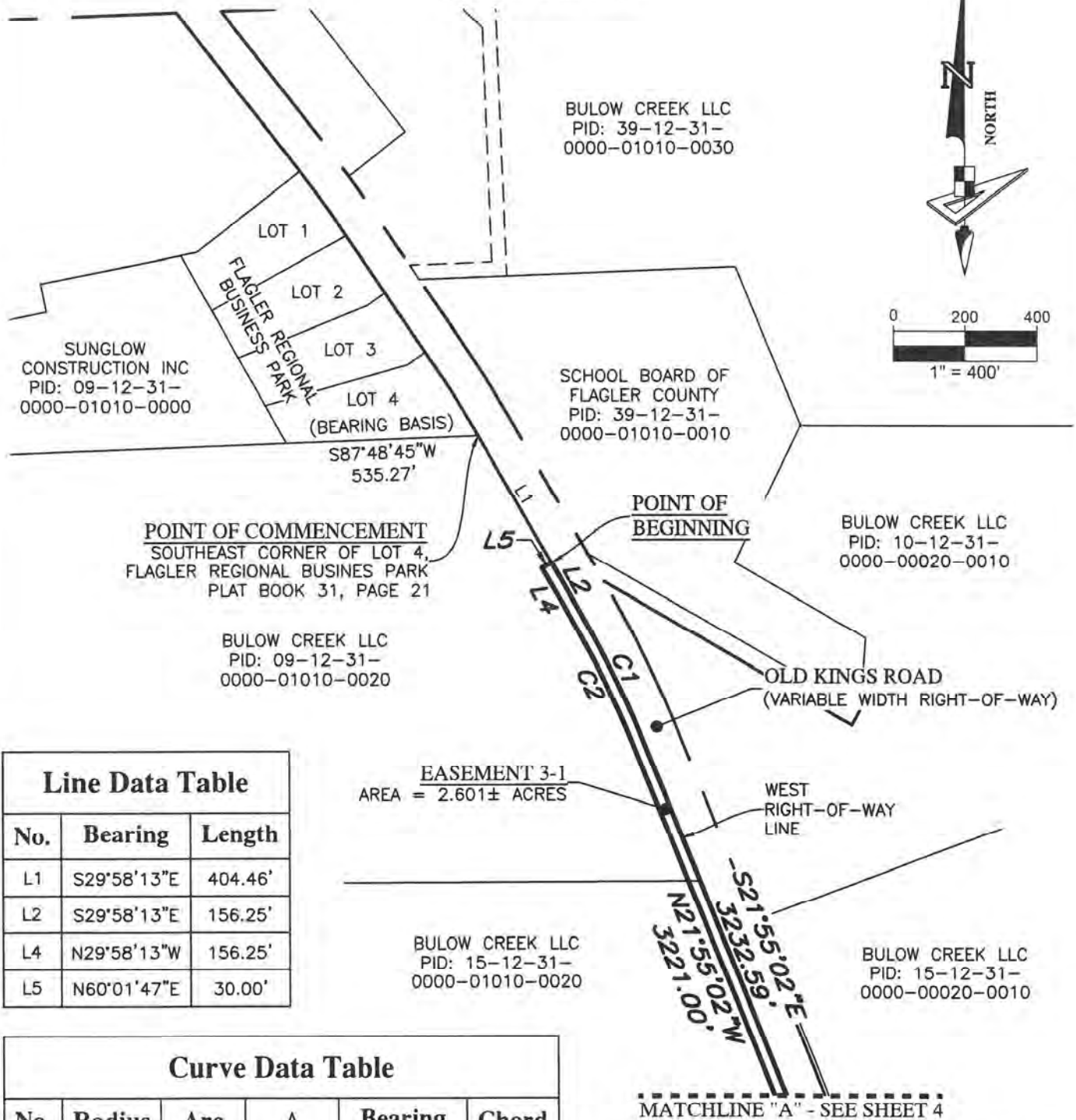


**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)



0 200 400  
1" = 400'



**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

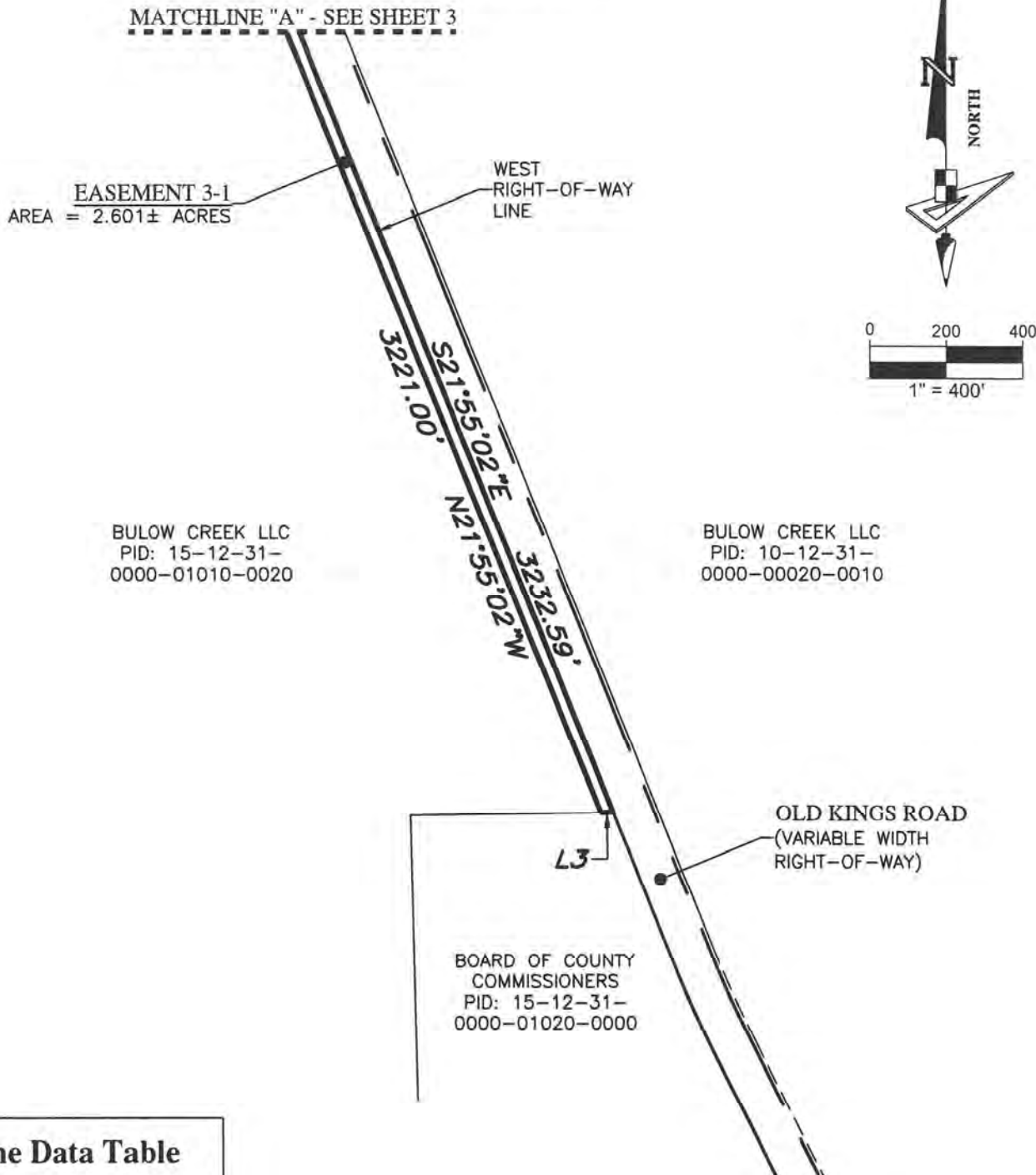
See Sheet 1 for Signature & Revisions

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# 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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Surveying, Inc.



# 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

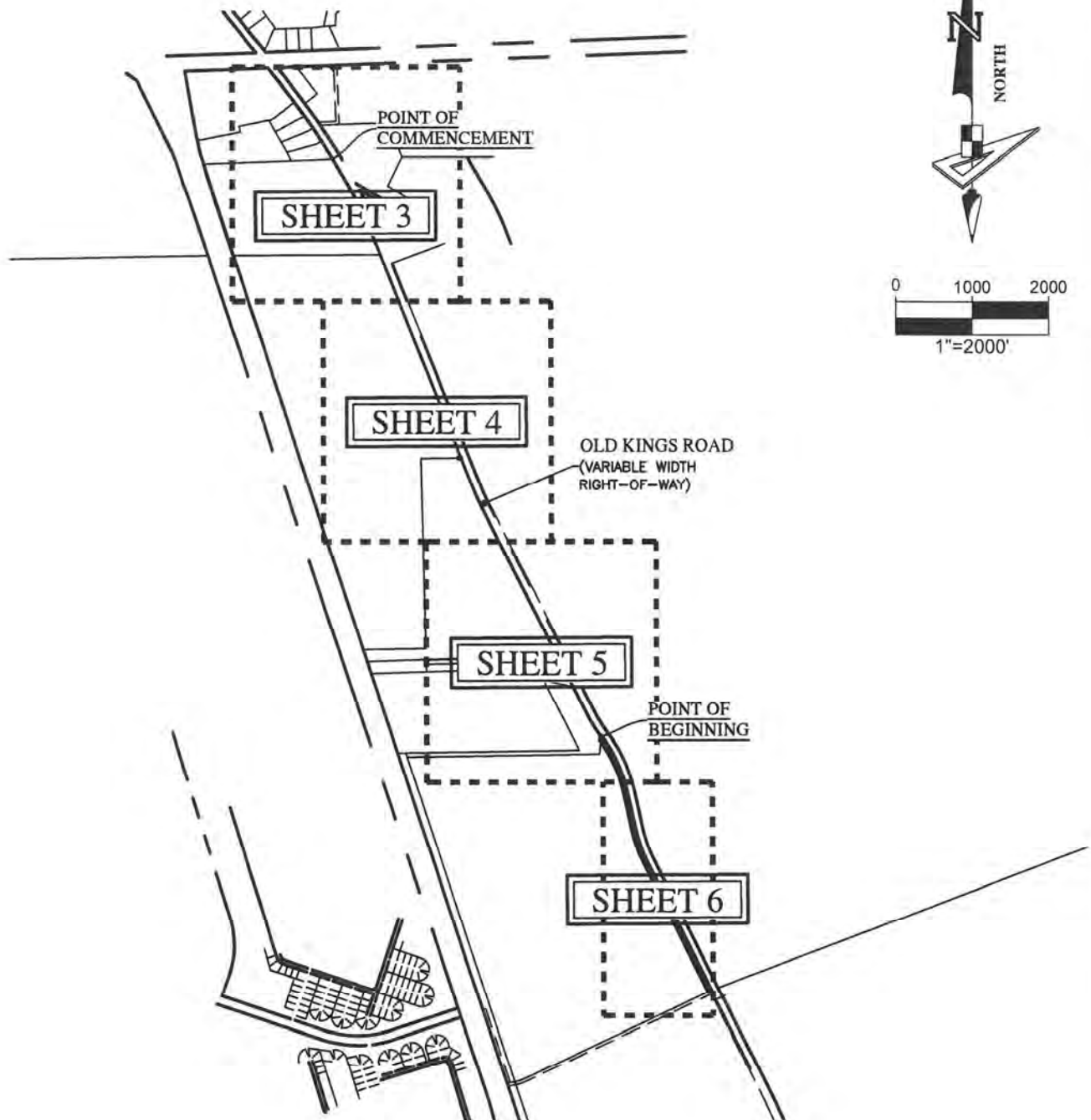
| DATE     | DESCRIPTION                | DRAWN |
|----------|----------------------------|-------|
| 11/09/23 | NAME UPDATE                | TJS   |
| 05/06/24 | UPDATED SURVEYOR OF RECORD | TJS   |
| ---      | ---                        | ---   |
| ---      | ---                        | ---   |

Central Florida  
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Altamonte Springs, Florida 32701  
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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

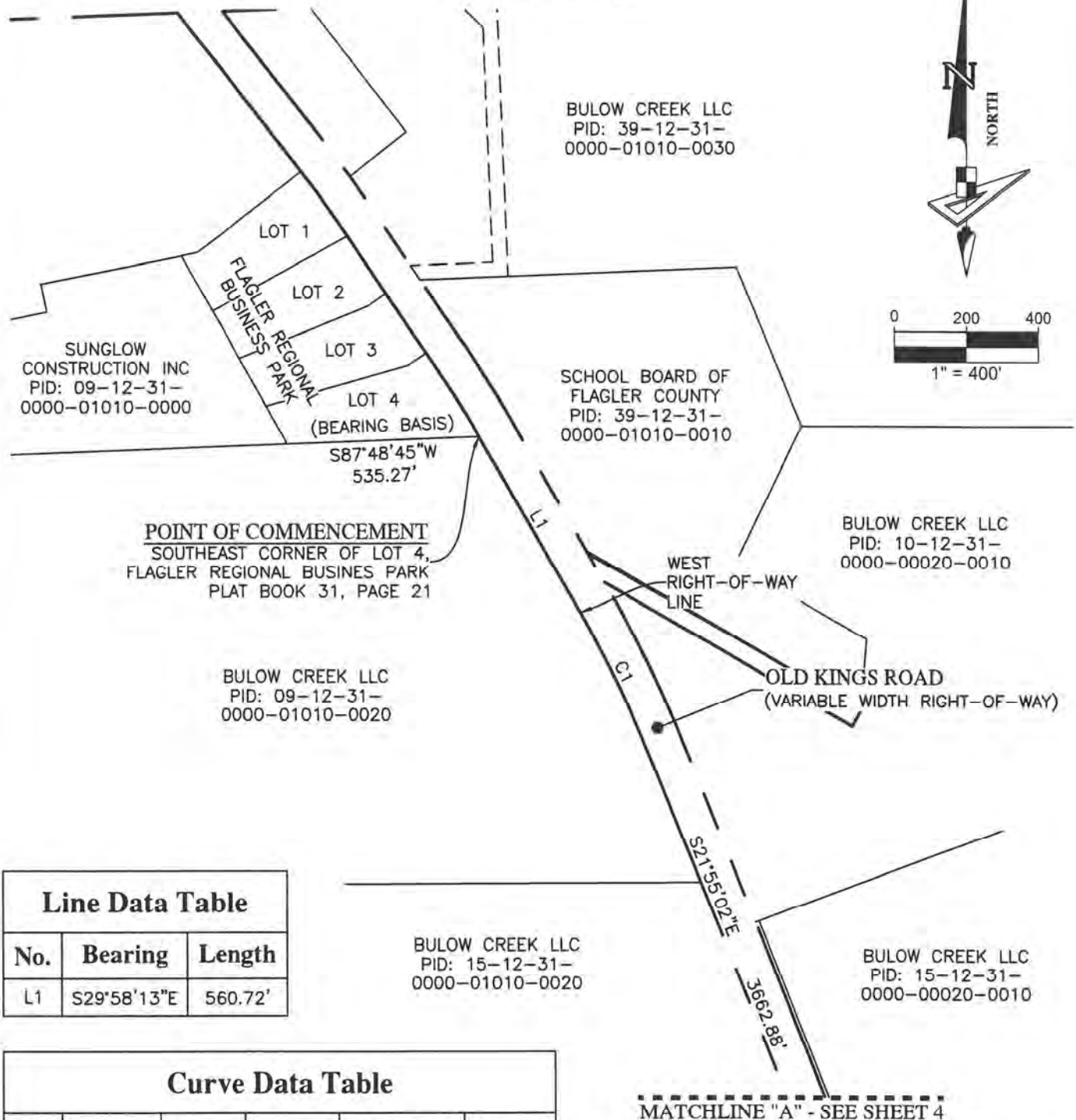
See Sheet 1 for Signature & Revisions

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





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

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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

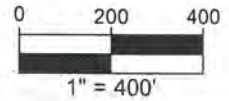
BOARD OF COUNTY  
COMMISSIONERS  
PID: 15-12-31-  
0000-01020-0000

S21°55'02"E

3662.88'

C2

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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Licensed Business No.: LB 7768



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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

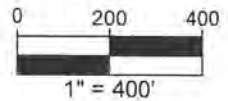
CITY OF PALM COAST  
PID: 22-12-31-0000-01020-0000

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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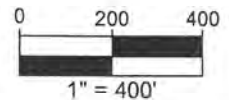


**GeoPoint**  
Surveying, Inc.

# 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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Licensed Business No.: LB 7768





# 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

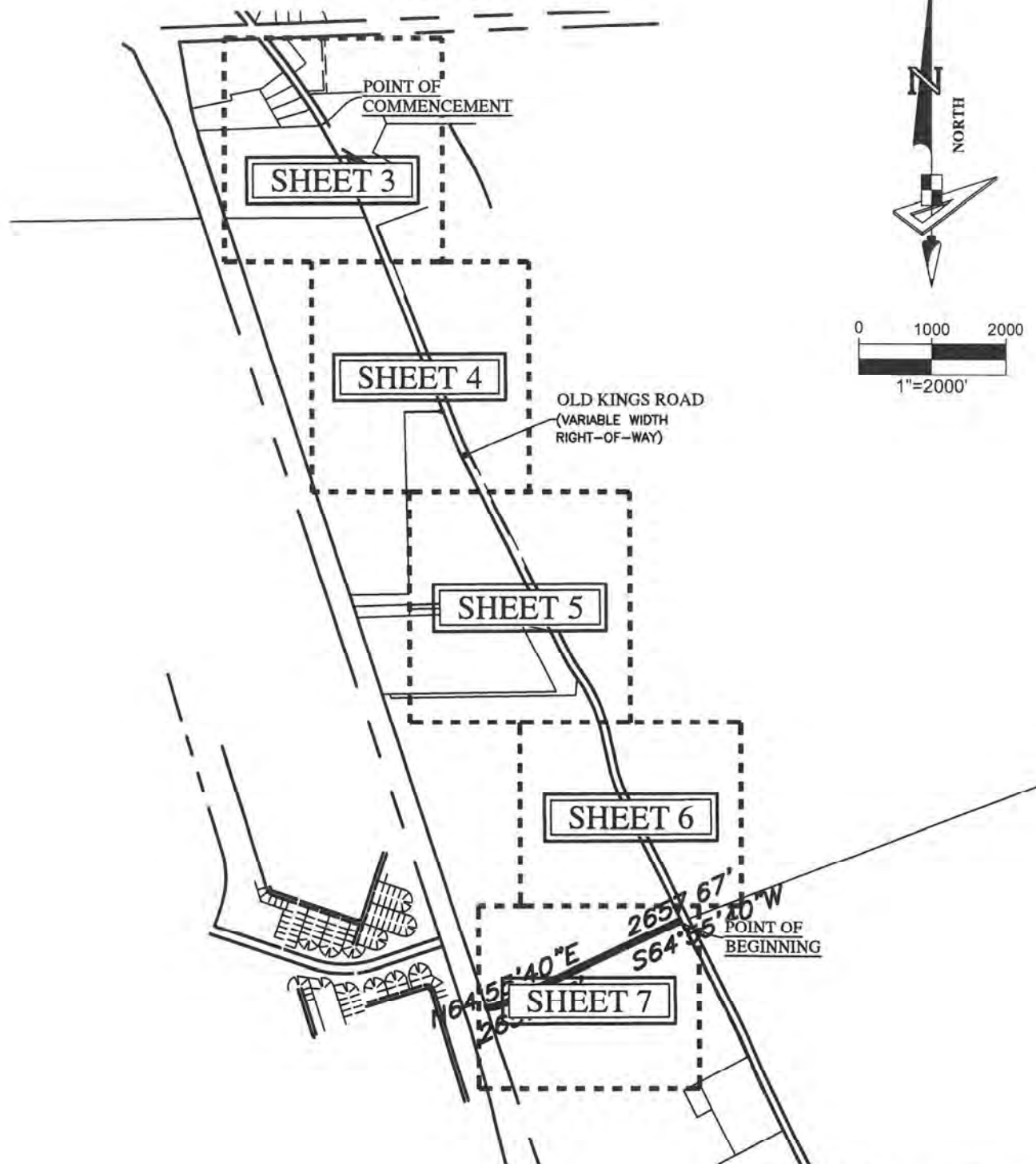
#### Revisions

| DATE     | DESCRIPTION                           | DRAWN |
|----------|---------------------------------------|-------|
| 02/20/24 | BOUNDARY AND LEGAL DESCRIPTION UPDATE | TJS   |
| ---      | ---                                   | ---   |
| ---      | ---                                   | ---   |
| ---      | ---                                   | ---   |

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**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

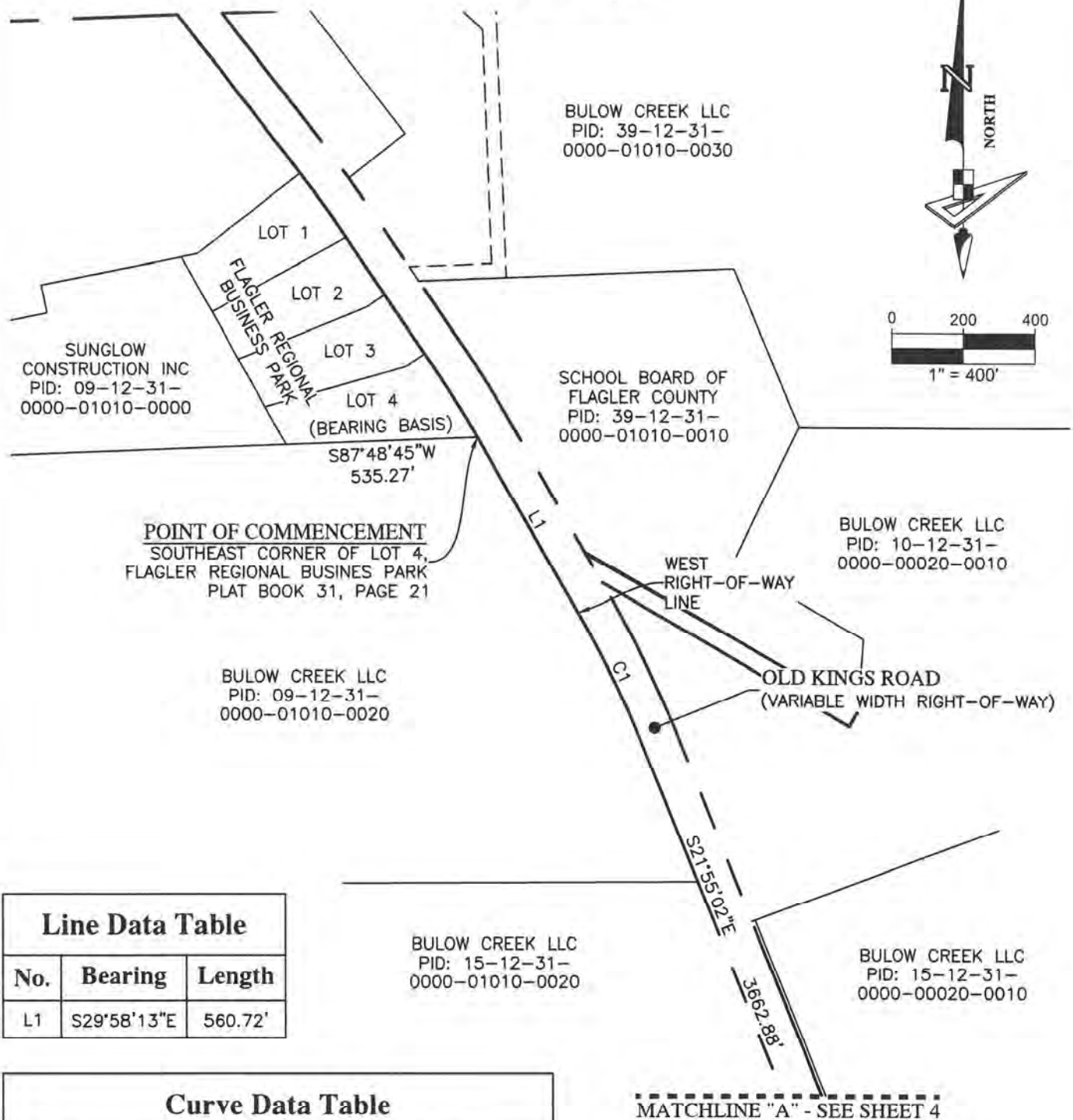
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Phone: (321) 270-0440  
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# Description Sketch (Not A Survey)



See Sheet 1 for Signature & Revisions

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Surveying, Inc.

# Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST  
RIGHT-OF-WAY  
LINE

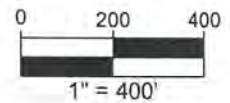
OLD KINGS ROAD  
(VARIABLE WIDTH  
RIGHT-OF-WAY)

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     | $\Delta$ | 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

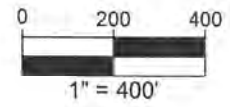
COUNTY OF FLAGLER  
PID: 21-12-31-0000-01040-0020

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

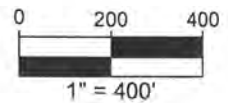
See Sheet 1 for Signature & Revisions

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# 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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Licensed Business No.: LB 7768



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Surveying, Inc.

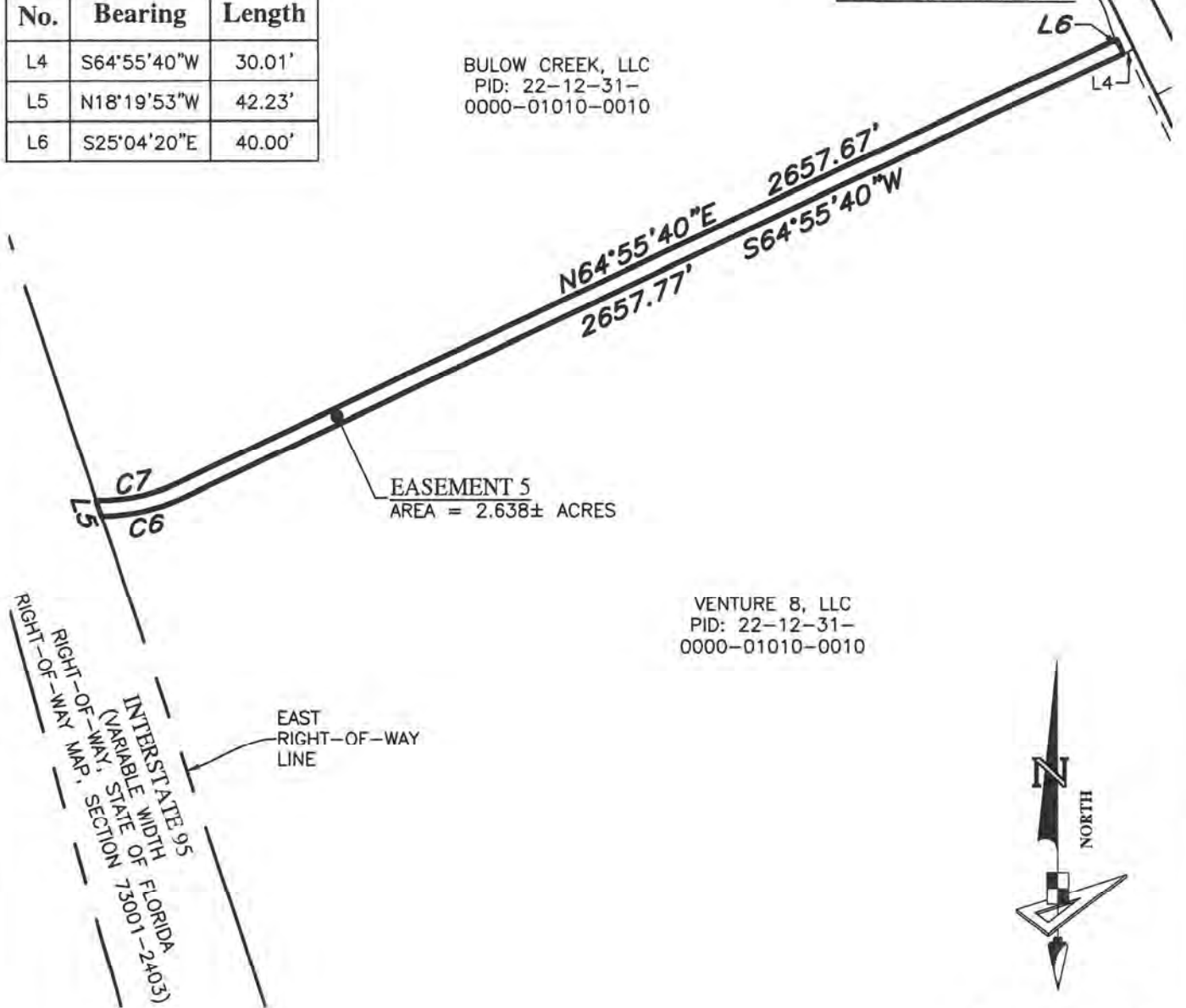
# Description Sketch (Not A Survey)

**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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Licensed Business No.: LB 7768

**GeoPoint**  
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# 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

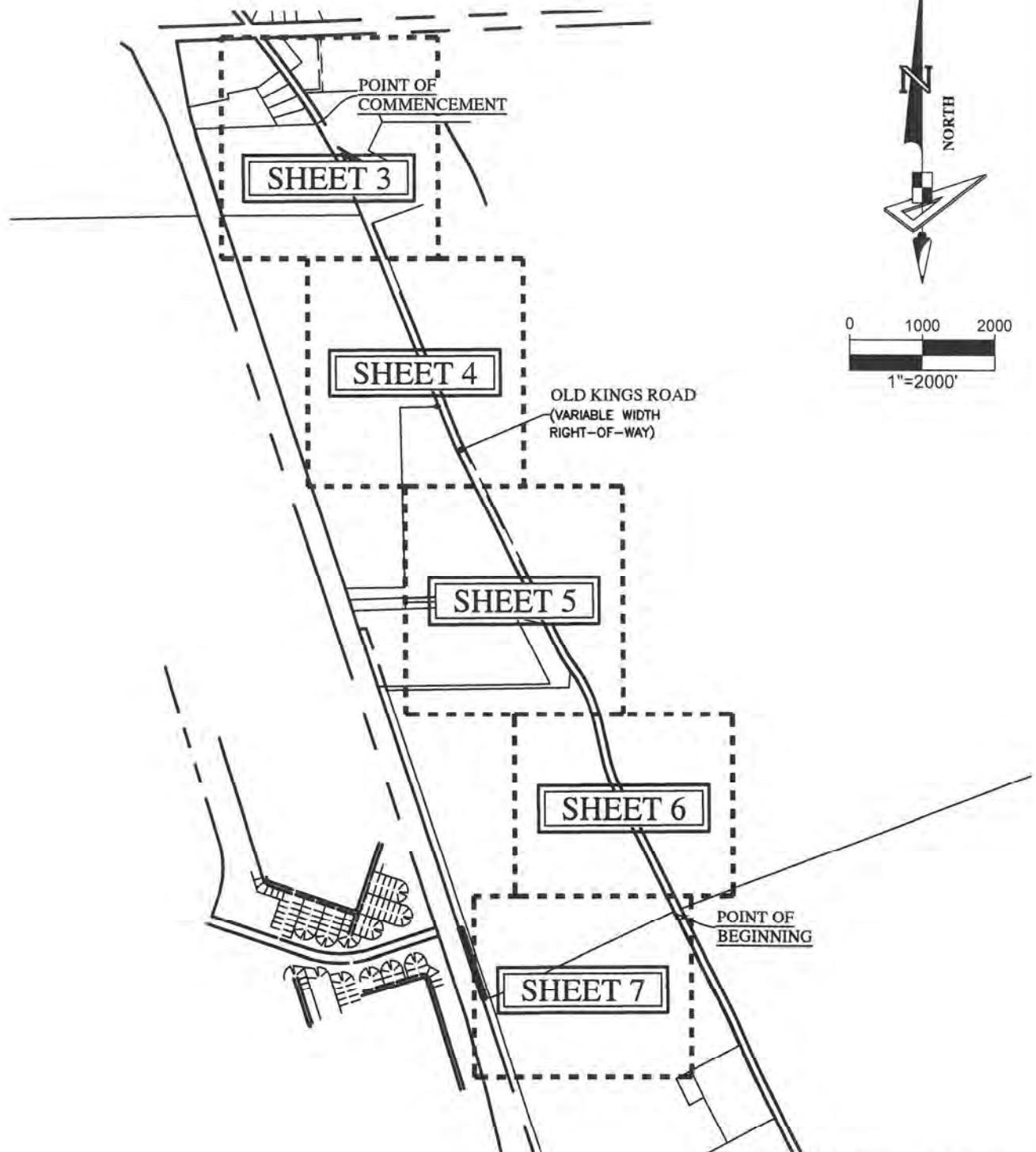
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|----------|----------------------------------------|-------|
| 02/19/24 | NAME UPDATE                            | TJS   |
| 01/13/25 | UPDATED ADJOINING PROPERTY INFORMATION | TJS   |
| ---      | ---                                    | ---   |
| ---      | ---                                    | ---   |

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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

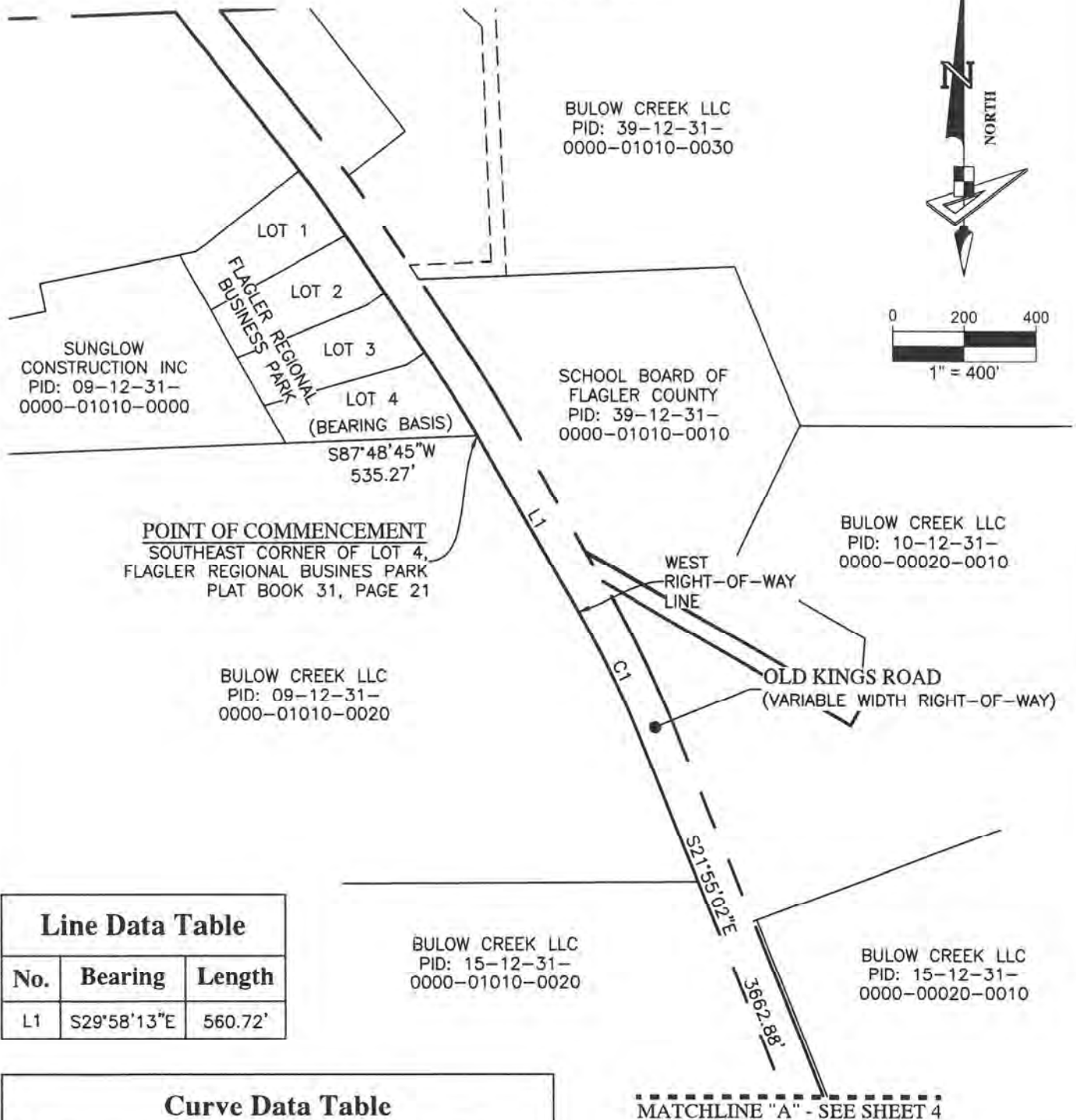
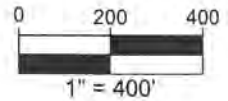
See Sheet 1 for Signature & Revisions

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Licensed Business No.: LB 7768

  
**GeoPoint**  
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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 7 FOR SKETCH

See Sheet 1 for Signature & Revisions

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Surveying, Inc.

# Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST  
RIGHT-OF-WAY  
LINE

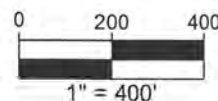
OLD KINGS ROAD  
(VARIABLE WIDTH  
RIGHT-OF-WAY)

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     | $\Delta$ | 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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Altamonte Springs, Florida 32701  
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Licensed Business No.: LB 7768



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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

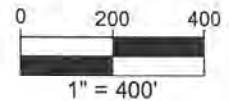
COUNTY OF FLAGLER  
PID: 21-12-31-0000-01040-0020

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

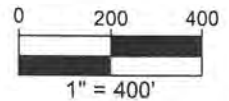
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Altamonte Springs, Florida 32701  
Phone: (321) 270-0440  
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Licensed Business No.: LB 7768



**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)

MATCHLINE "C" - SEE SHEET 5



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

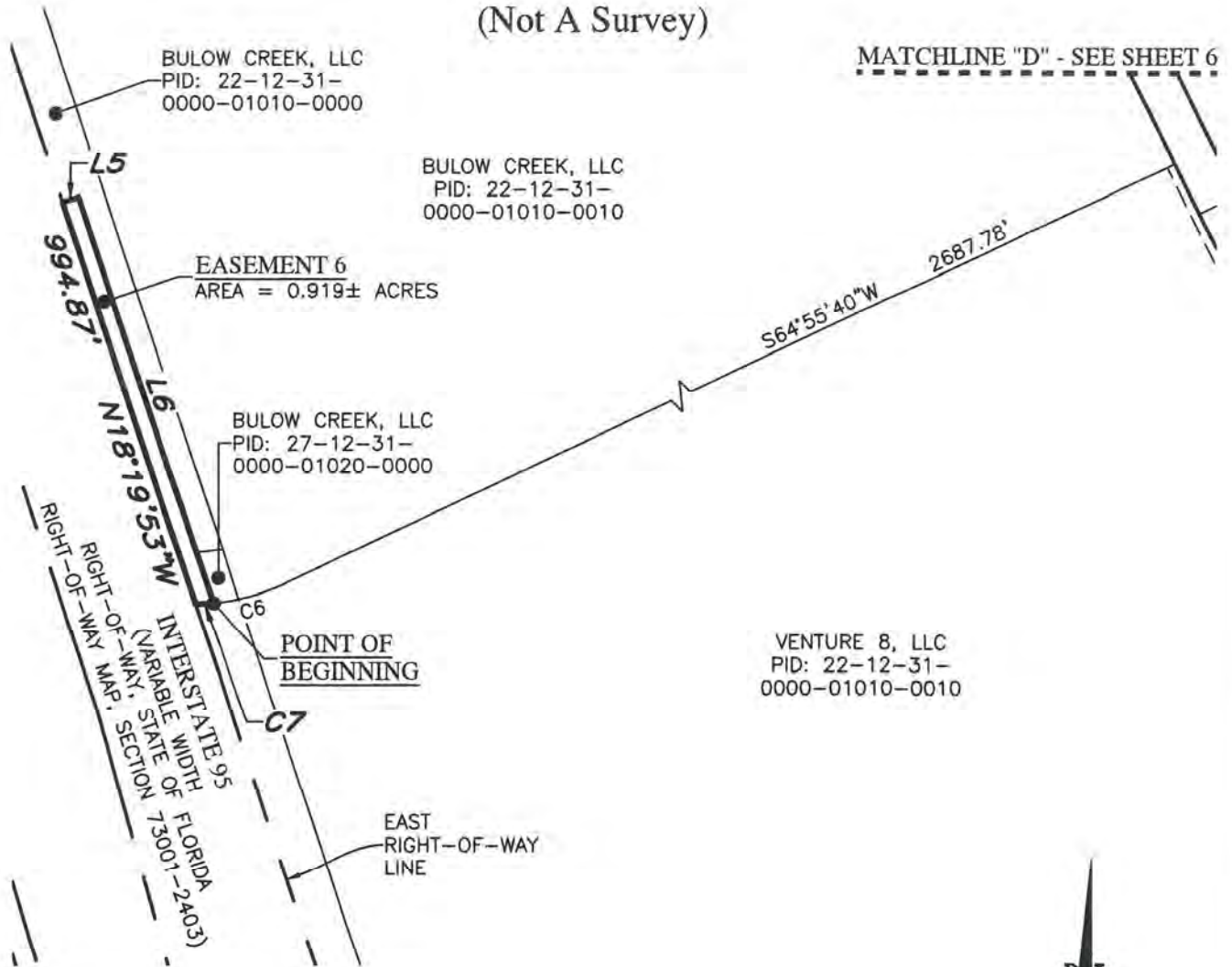
See Sheet 1 for Signature & Revisions

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



**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)



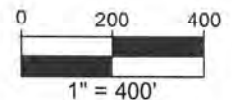
**Line Data Table**

| 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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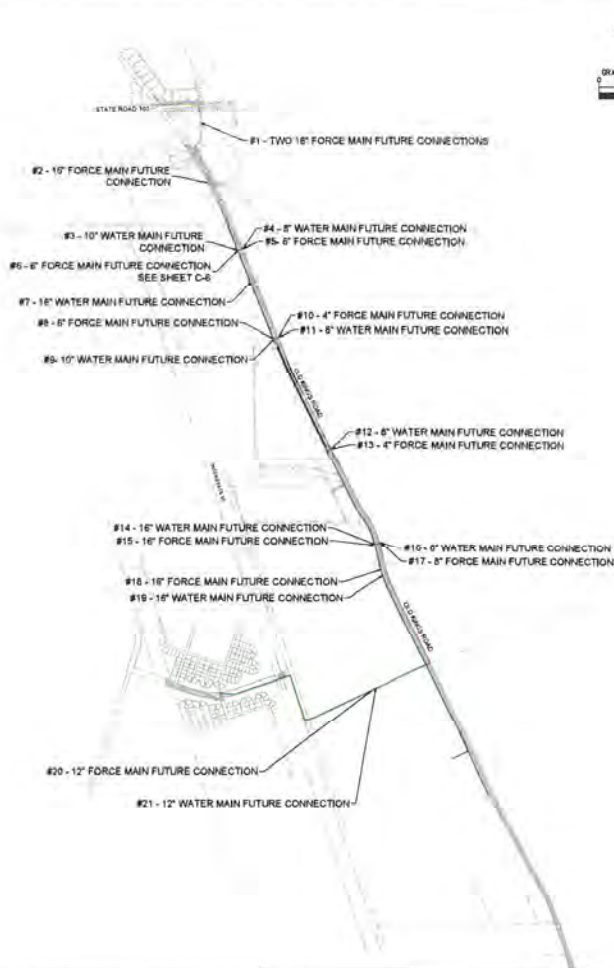
**EXHIBIT B**

[water, sewer, and reclaim water taps]



# 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



**Kimley-Horn**  
 1700 RABBIT CREEK AVENUE, SUITE 200  
 BAYTOWN, TEXAS 77627  
 (281) 499-1234  
 WWW.KIMLEY-HORN.COM

PROJECT: RADIANCE OFFSITE UTILITIES  
 SHEET: UTILITY EXTENSIONS EXHIBIT B  
 SCALE: AS SHOWN  
 DATE: JAN 2024  
 DESIGNED BY: J. L. BENDER, P.E.  
 CHECKED BY: J. L. BENDER, P.E.  
 CADD: J. L. BENDER, P.E.  
 DATE: JAN 2024

RADIANCE OFFSITE  
 UTILITIES  
 CITY OF PALM  
 COAST

UTILITY EXTENSIONS  
 EXHIBIT B

EX-B

# **EXHIBIT B**

## **(CONNECTION FEE CREDIT AGREEMENT)**

**NOTE:** There are no changes to Exhibit B, the Connection Fee Credit Agreement, as attached to the Settlement Agreement, and this page is included solely as placeholder and for clarity that this First Amendment does not affect or modify the Connection Fee Credit Agreement attached as Exhibit B to the Settlement Agreement.

# **EXHIBIT C**

## **(TEMPORARY CONSTRUCTION EASEMENT)**



## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 29<sup>th</sup> day of September, 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. This easement supplants, replaces, and supersedes that certain prior Temporary Construction Easement Agreement between the Parties dated June 13, 2025.

**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:

Alexis Escotto  
Name: Alexis Escotto  
941 W Morse Blvd

Address: Winter Park FL 32789

Kristal Wheeler  
Name: Kristal Wheeler

Address: 941 W Morse Blvd, Suite 315  
Winter Park, FL 32789

GRANTOR:

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 by means of ☒ physical presence or ☐ online notification this 24 day of Sept, 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 as identification.



Jessica Santoli  
Print name: Jessica Santoli  
Notary Public, State of Florida at Large  
My Commission expires: 07/01/2028  
Comm. No.: #HH 567 098



**WITNESSES:**

Amy Anna Abruzzo  
Name: Amy Anna Abruzzo

Address: 399 Millenia Blvd  
Orlando FL 32839

Stephanie Rivera  
Name: Stephanie Rivera

Address: 8100 Upper Pines  
Orlando, FL 32827

**GRANTOR:**

**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 by means of ☒ physical presence or ☐ online notification this 29th day of SEPTEMBER, 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.

DAVIN HARRIS  
Print name: DAVIN HARRIS  
Notary Public, State of Florida at Large  
My Commission expires: 02-05-28  
Comm. No.: HH489042

WITNESSES:

[Signature]

Name: DALLENE J. MAKLOS

Address: 14025 RIVERIDGE DR. #175

TAMPA FL 33637

Name: [Signature]  
BRYON T. LOPRESTE

Address: 14025 RIVERIDGE DR. #175

TAMPA FL 33637

GRANTEE:

**RADIANCE COMMUNITY  
DEVELOPMENT DISTRICT**

By: [Signature]

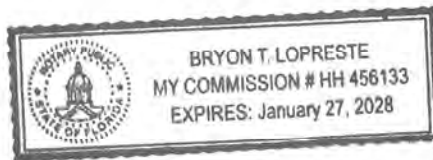
Name: William Fife

Title: Chair

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notification this 24<sup>th</sup> day of SEPTEMBER, 2025, by WILLIAM FIFE as CHAIRMAN of the Radiance Community Development District, who ☒ is personally known to me or ☐ did produce \_\_\_\_\_ as identification



[Signature]  
Print name: BRYON T. LOPRESTE

Notary Public, State of Florida at Large

My Commission expires: 012728

Comm. No.: HH 456133



**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 1164.66 feet; thence departing said West Right-of-way line run N.68°04'58"E., a distance of 110.40 feet to the **POINT OF BEGINNING**; thence N.22°31'35"W., a distance of 30.00 feet; thence N.67°28'25"E., a distance of 60.00 feet; thence S.22°31'35"E., a distance of 30.00 feet; thence S.67°28'25"W., 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 Brookfield Kolter on 7/24/2025 in drawing named EASEMENT MAP.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<br>LS7311 | JOB #: Radiance - 60'x30' Easement #1              |             |       |
|                            | DRAWN: TJS      DATE: 02/10/2025      CHECKED: DWM |             |       |
|                            | Prepared For: Kolter                               |             |       |
|                            | Revisions                                          |             |       |
|                            | DATE                                               | DESCRIPTION | DRAWN |
| 7/24/25                    | MOVE EASEMENT LOCATION                             | SHG         |       |
| ---                        | ---                                                | ---         |       |
| ---                        | ---                                                | ---         |       |
| ---                        | ---                                                | ---         |       |

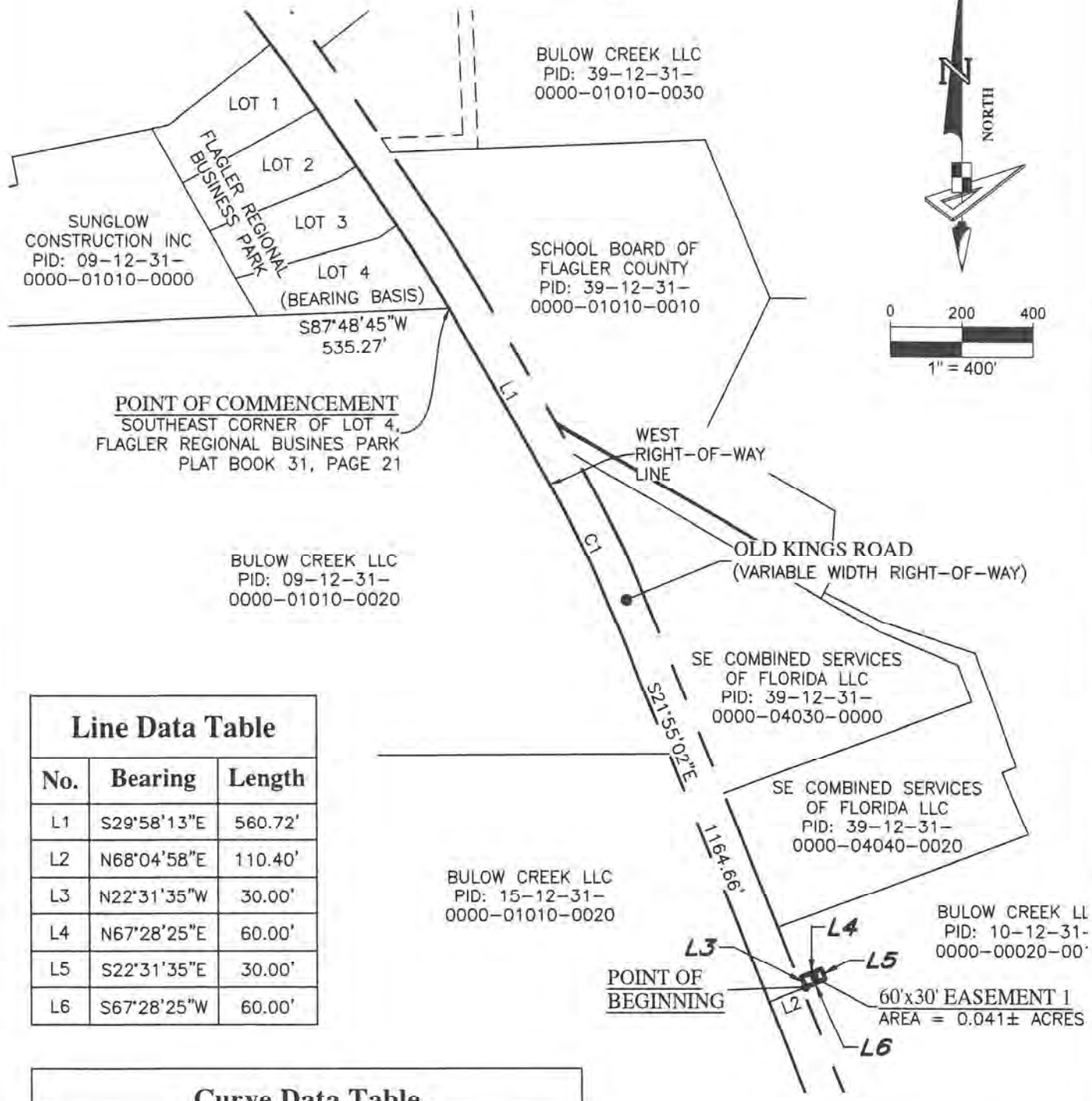
Central Florida  
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Phone: (321) 270-0440  
www.geopointsurvey.com  
Licensed Business No.: LB 7768



**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)



**Line Data Table**

| No. | Bearing     | Length  |
|-----|-------------|---------|
| L1  | S29°58'13"E | 560.72' |
| L2  | N68°04'58"E | 110.40' |
| L3  | N22°31'35"W | 30.00'  |
| L4  | N67°28'25"E | 60.00'  |
| L5  | S22°31'35"E | 30.00'  |
| L6  | S67°28'25"W | 60.00'  |

**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

Central Florida  
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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.

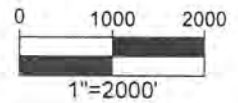
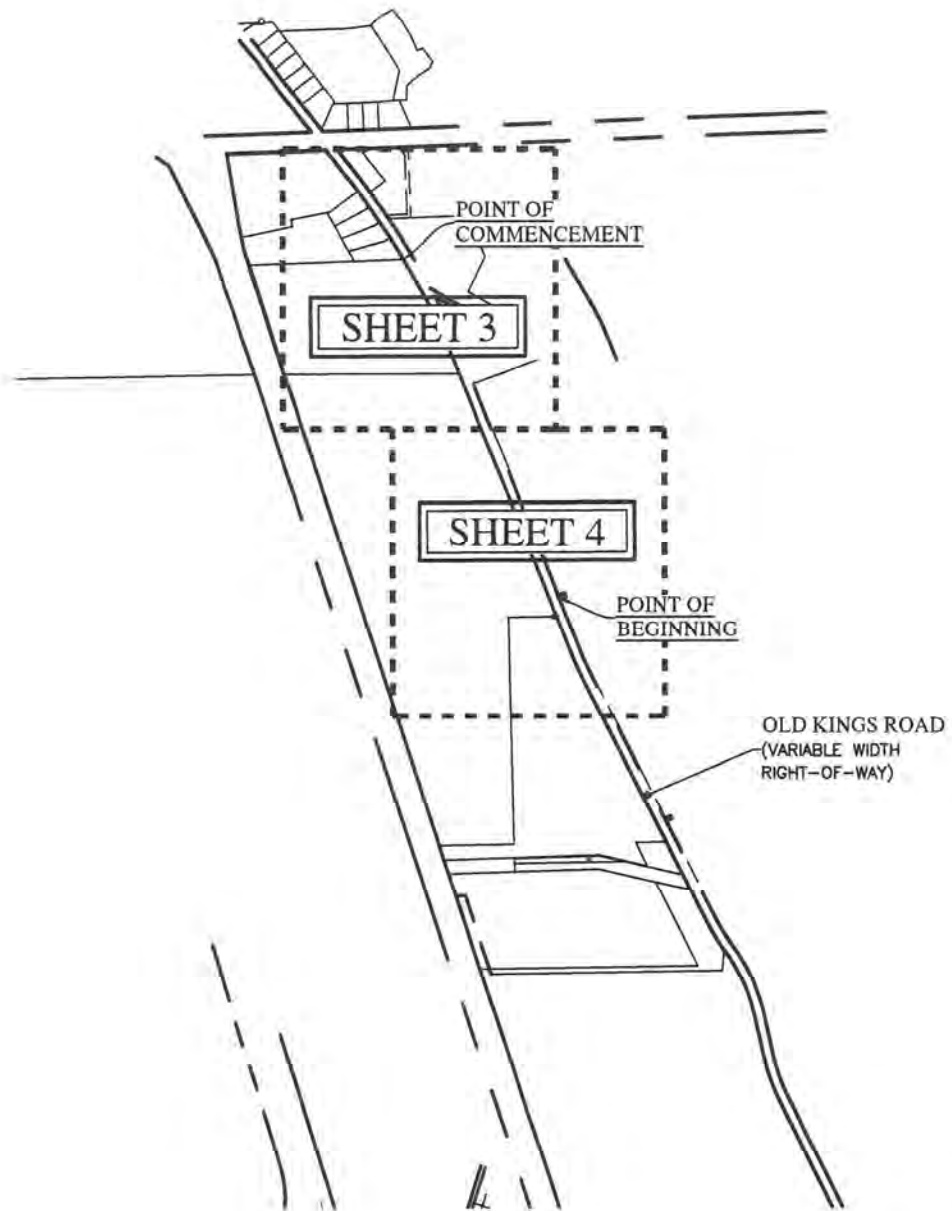
### NOTE:

- 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<br>LS7311 | JOB #: Radiance - 60'x30' Easement #2 |  |  | <div>Central Florida<br/>528 Northlake Blvd, Suite 1040<br/>Altamonte Springs, Florida 32701<br/>Phone: (321) 270-0440<br/>www.geopointsurvey.com<br/>Licensed Business No.: LB 7768</div> <br><b>GeoPoint</b><br>Surveying, Inc. |
|----------------------------|---------------------------------------|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# Description Sketch (Not A Survey)



See Sheet 1 for Signature & Revisions

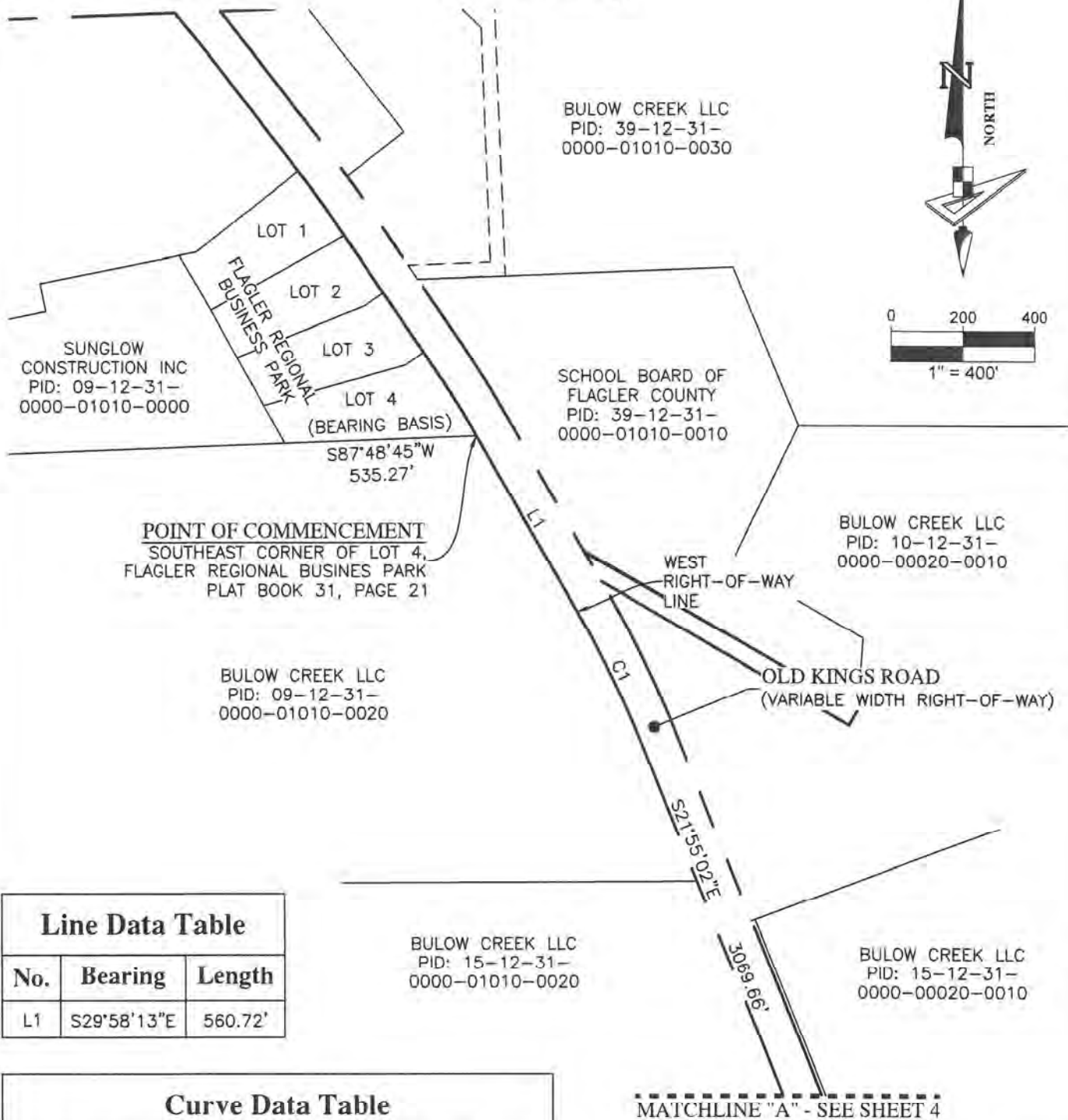
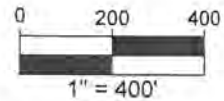
Central Florida  
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**GeoPoint**  
Surveying, Inc.

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

# 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  
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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 "A" - SEE SHEET 3

WEST  
RIGHT-OF-WAY  
LINE

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

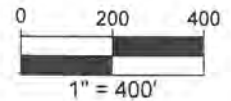
BULOW CREEK LLC  
PID: 15-12-31-  
0000-01010-0020

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.

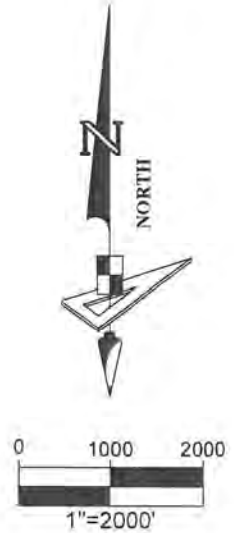
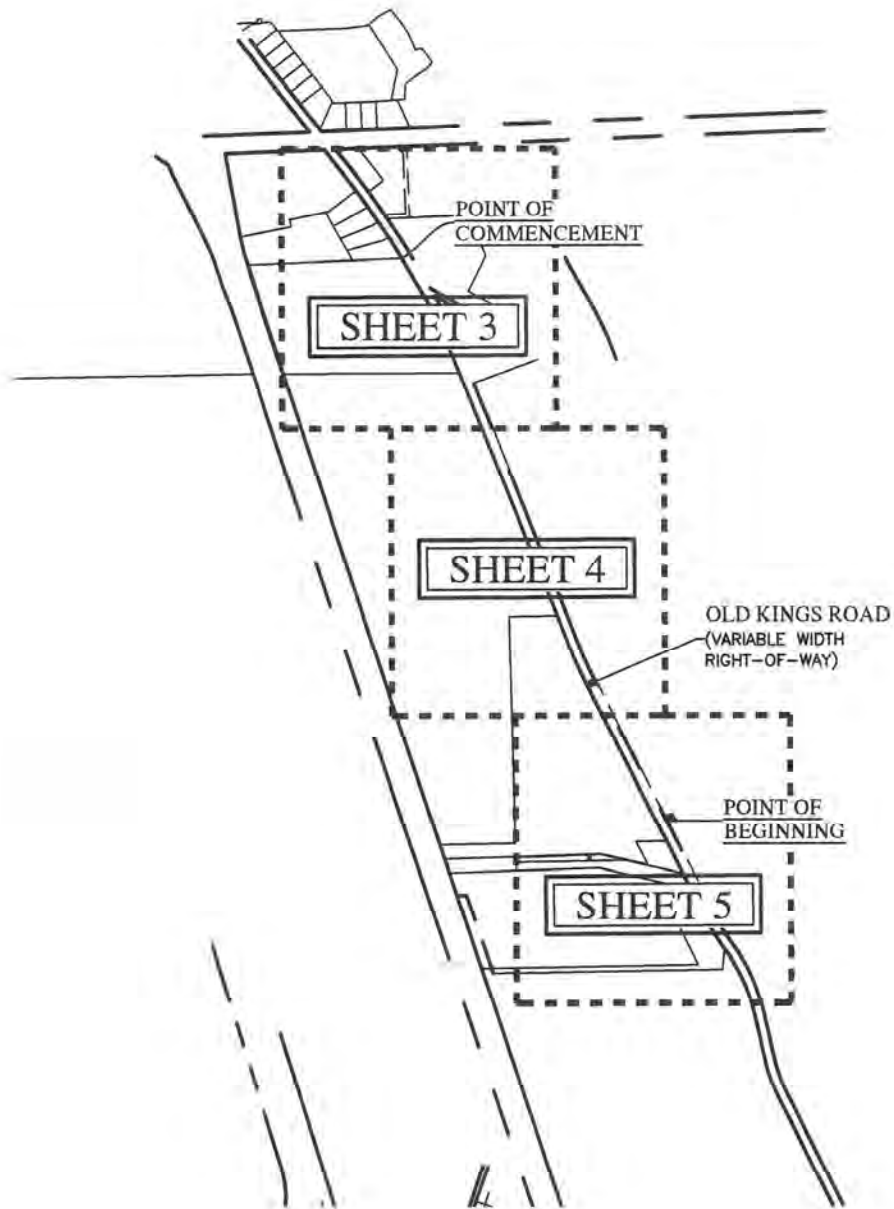
### NOTE:

- 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<br>LS7311 | JOB #: Radiance - 60'x30' Easement #3 |  |  | <div>Central Florida<br/>528 Northlake Blvd, Suite 1040<br/>Altamonte Springs, Florida 32701<br/>Phone: (321) 270-0440<br/>www.geopointsurvey.com<br/>Licensed Business No.: LB 7768</div> <br><b>GeoPoint</b><br>Surveying, Inc. |
|----------------------------|---------------------------------------|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# Description Sketch (Not A Survey)



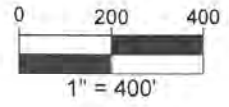
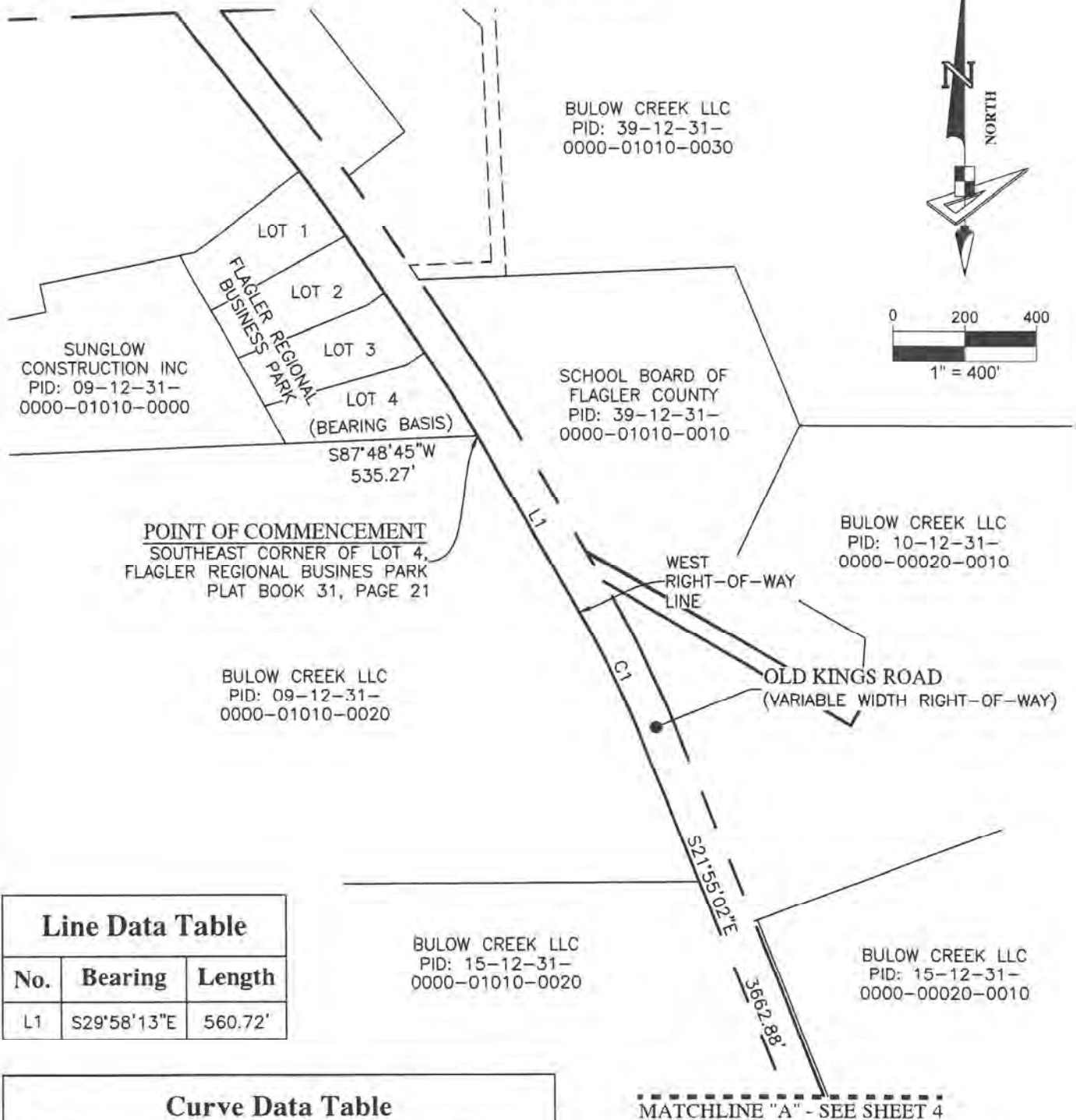
NOTE:  
SEE SHEET 1 FOR DESCRIPTION  
SEE SHEET 2 FOR SHEET LAYOUT  
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

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



# 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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**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

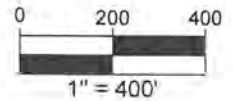
BOARD OF COUNTY  
COMMISSIONERS  
PID: 15-12-31-  
0000-01020-0000

S21°55'02"E

3662.88'

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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Licensed Business No.: LB 7768



**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)



0 200 400  
1" = 400'

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

WEST  
RIGHT-OF-WAY  
LINE

L4  
L3  
L6

60'x30' EASEMENT 3  
AREA = 0.041± ACRES

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

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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:

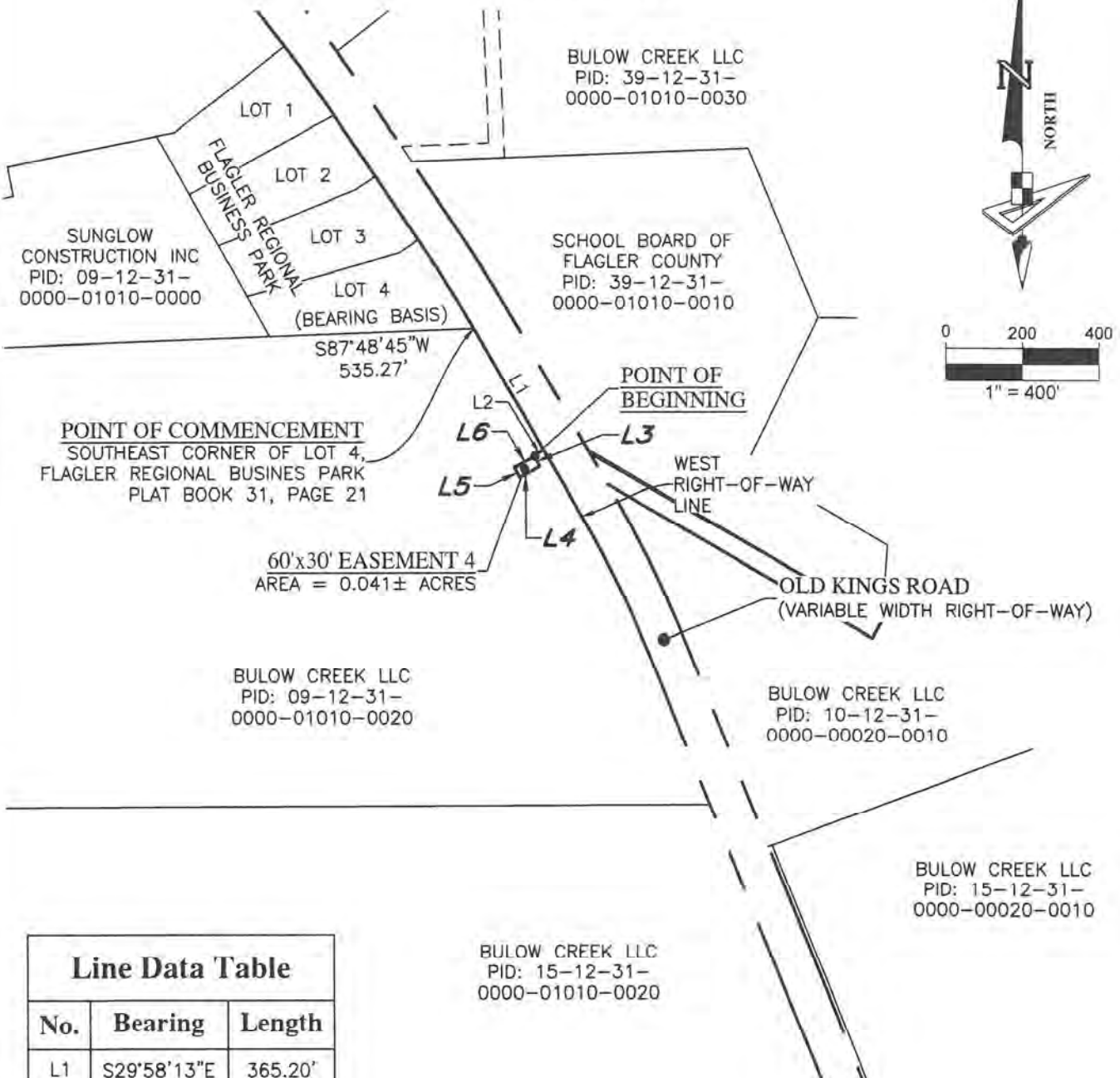
- 1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S.87°48'45"W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North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

|                            |                                       |  |  |                                                                                                                                                                                                                                                                                                                        |
|----------------------------|---------------------------------------|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| David W. Maxwell<br>LS7311 | JOB #: Radiance - 60'x30' Easement #4 |  |  | <div>Central Florida<br/>528 Northlake Blvd, Suite 1040<br/>Altamonte Springs, Florida 32701<br/>Phone: (321) 270-0440<br/>www.geopointsurvey.com<br/>Licensed Business No.: LB 7768</div> <br><b>GeoPoint</b><br>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  
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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 1138.95 feet; thence departing said West Right-of-way line run S.68°04'58"W., a distance of 29.95 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 Brookfield Kolter on 7/24/2025 in drawing named EASEMENT MAP.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 - 20'x20' Easement #5**

DRAWN: TJS DATE: 06/16/2025 CHECKED: DWM

Prepared For: Kolter

### Revisions

| DATE    | DESCRIPTION            | DRAWN |
|---------|------------------------|-------|
| 7/24/25 | MOVE EASEMENT LOCATION | SHG   |
| ---     | ---                    | ---   |
| ---     | ---                    | ---   |
| ---     | ---                    | ---   |

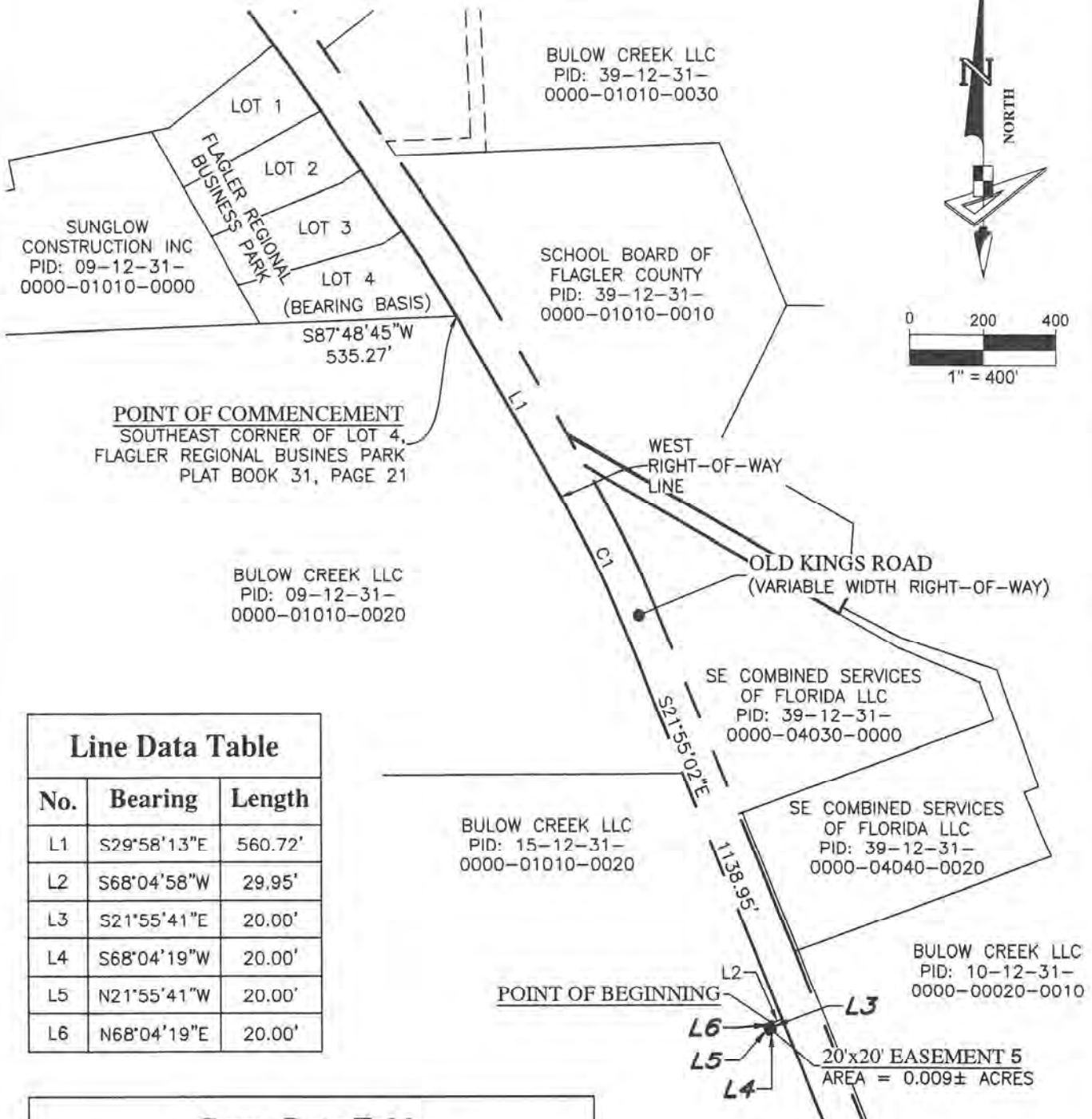
David W. Maxwell LS7311

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)



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.geopointsurvey.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

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

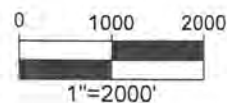
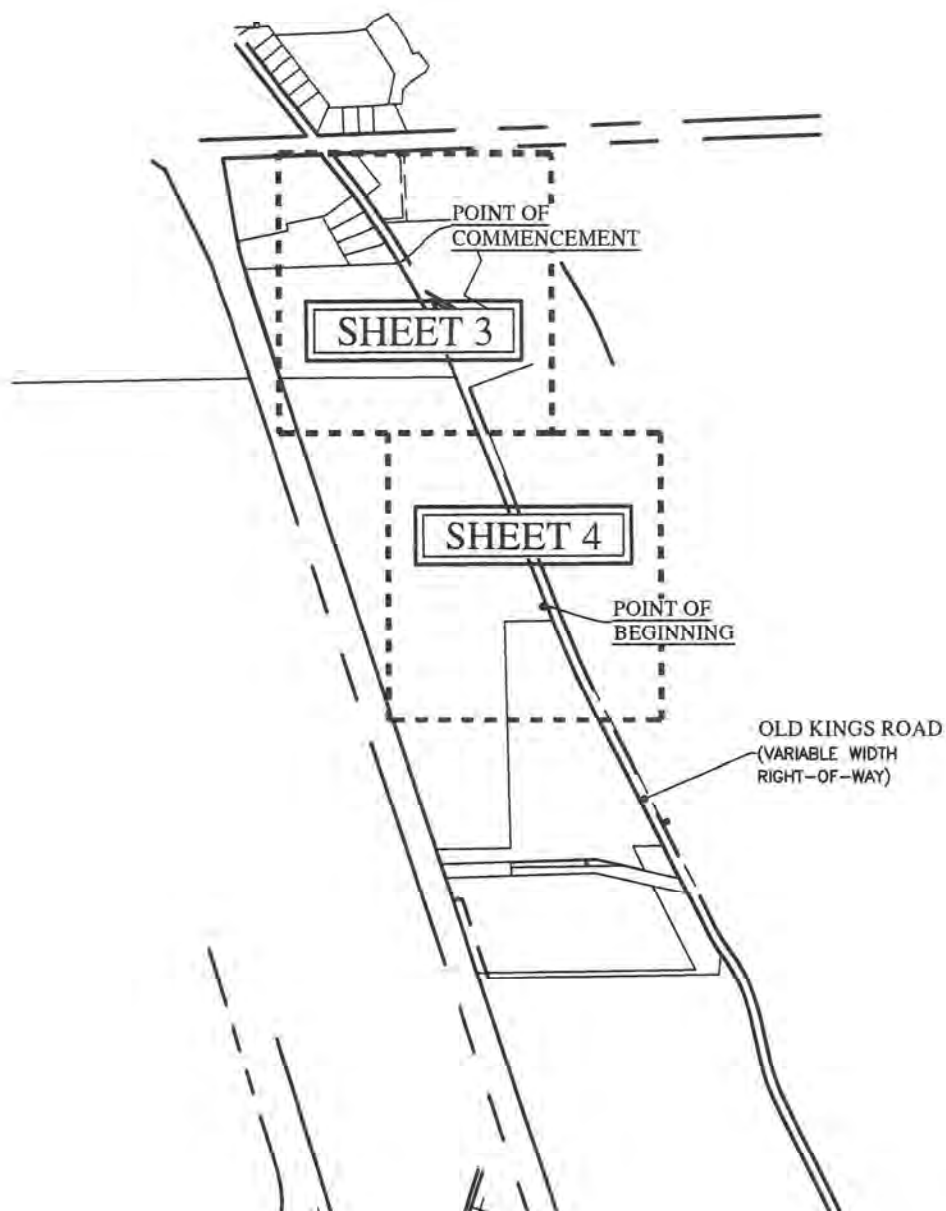
SEE SHEET 2 FOR SKETCH

SEE SHEET 3 THROUGH 4 FOR SKETCH

|                                                                                                                            |                                                    |             |       |                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| David W. Maxwell<br>LS7311                                                                                                 | JOB #: Radiance - 20'x20' Easement #6              |             |       | Central Florida<br>528 Northlake Blvd, Suite 1040<br>Altamonte Springs, Florida 32701<br>Phone: (321) 270-0440<br>www.geopointsurvey.com<br>Licensed Business No.: LB 7768<br><br><b>GeoPoint</b><br>Surveying, Inc. |
|                                                                                                                            | DRAWN: TJS      DATE: 06/16/2025      CHECKED: DWM |             |       |                                                                                                                                                                                                                                                                                                           |
|                                                                                                                            | Prepared For: Kolter                               |             |       |                                                                                                                                                                                                                                                                                                           |
|                                                                                                                            | Revisions                                          |             |       |                                                                                                                                                                                                                                                                                                           |
|                                                                                                                            | DATE                                               | DESCRIPTION | DRAWN |                                                                                                                                                                                                                                                                                                           |
|                                                                                                                            | ---                                                | ---         | ---   |                                                                                                                                                                                                                                                                                                           |
| 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

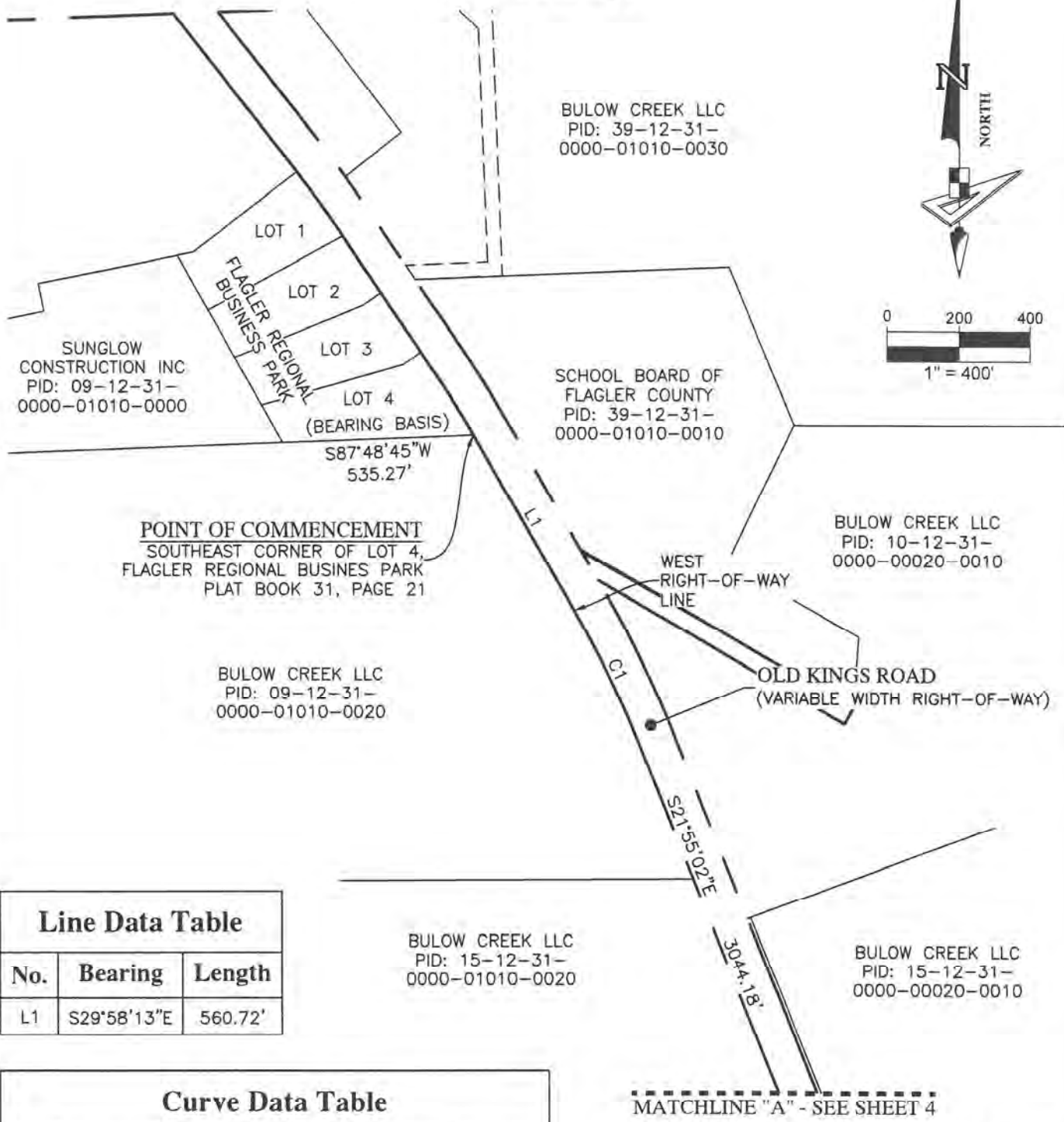
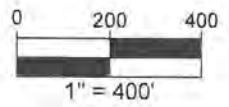
See Sheet 1 for Signature & Revisions

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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

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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 "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

L6

L5

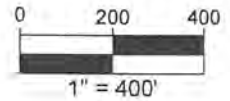
L4

L2

L3

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

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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)

## 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.

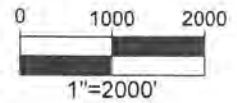
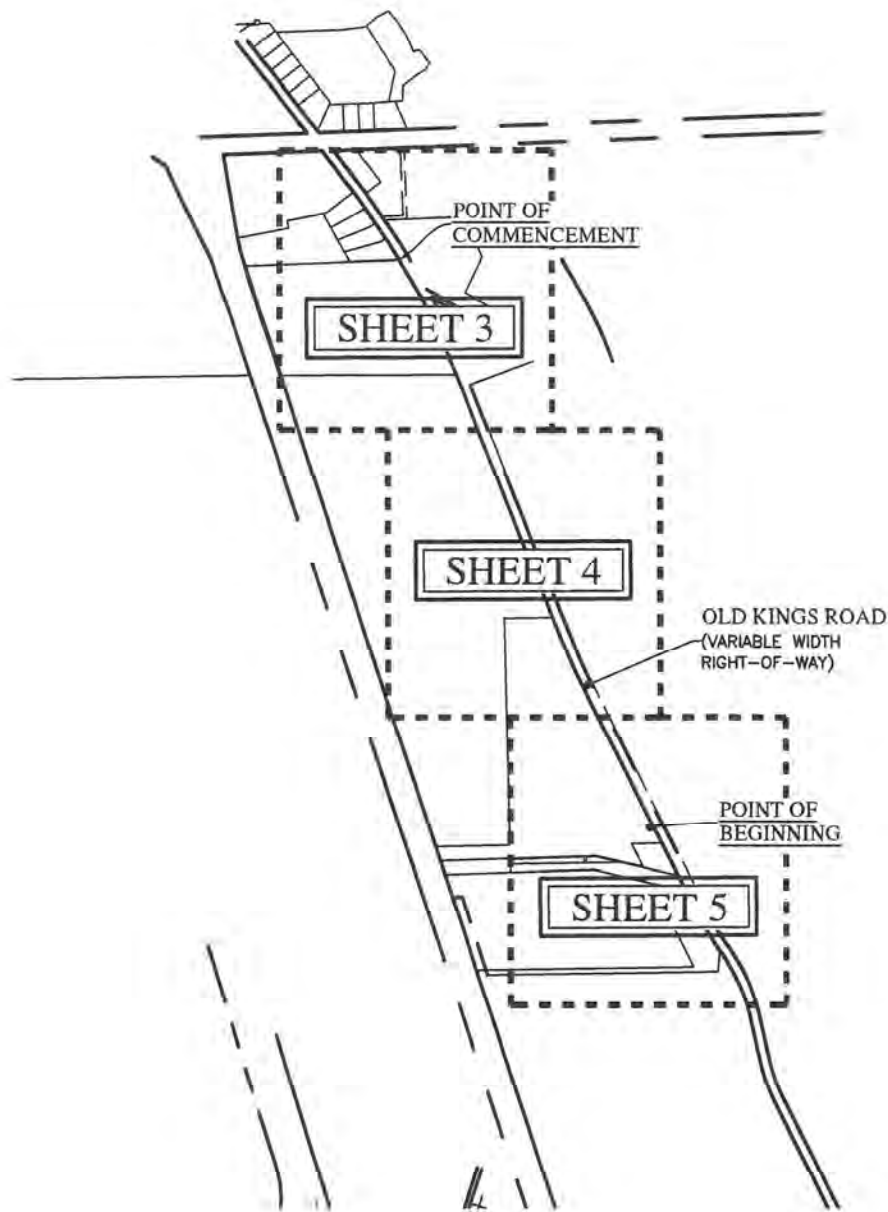
2) Base Linework for Sketch provided by Kimley-Horn on 6/13/2025 in drawing named 20250612\_EASEMENT MAP 06-13-25.dwg

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<br>LS7311                                                        | JOB #: Radiance - 20'x20' Easement #7    |             |       | Central Florida<br>528 Northlake Blvd, Suite 1040<br>Altamonte Springs, Florida 32701<br>Phone: (321) 270-0440<br>www.geopointsurvey.com<br>Licensed Business No.: LB 7768<br><br><b>GeoPoint</b><br>Surveying, Inc. |
|                                                                                   | DRAWN: TJS DATE: 06/16/2025 CHECKED: DWM |             |       |                                                                                                                                                                                                                                                                                                           |
|                                                                                   | Prepared For: Kolter                     |             |       |                                                                                                                                                                                                                                                                                                           |
|                                                                                   | Revisions                                |             |       |                                                                                                                                                                                                                                                                                                           |
|                                                                                   | DATE                                     | DESCRIPTION | DRAWN |                                                                                                                                                                                                                                                                                                           |
|                                                                                   | ---                                      | ---         | ---   |                                                                                                                                                                                                                                                                                                           |
| 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

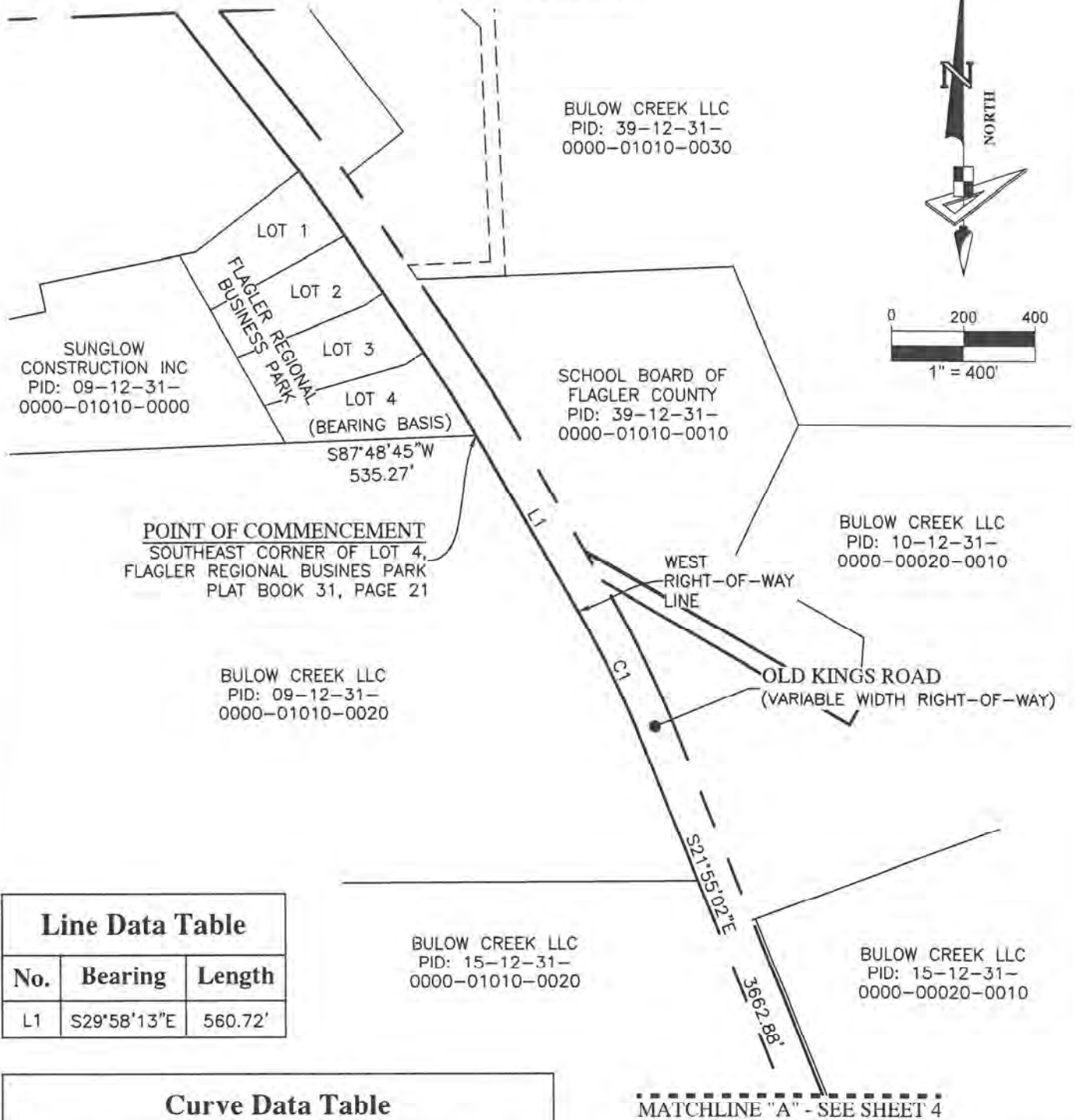


**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)



0 200 400  
1" = 400'



**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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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

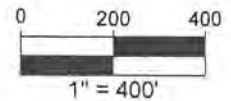
BOARD OF COUNTY  
COMMISSIONERS  
PID: 15-12-31-  
0000-01020-0000

S21°55'02"E

3662.88'

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

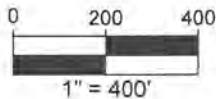
See Sheet 1 for Signature & Revisions

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

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.



# Description Sketch

(Not A Survey)

## RADIANCE - OLD KINGS ROAD 60'x30' EASEMENT 8

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 Eight (8) 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, 733.52 feet along the arc of a tangent curve to the right having a radius of 1860.08 feet and a central angle 22°35'40" (chord bearing S 25°24'22" E, 728.78 feet); thence departing said West Right-of-way run N 75°53'28" E, a distance of 109.86 feet to the POINT OF BEGINNING; thence N 75°32'59" E, a distance of 60.00 feet; thence S 14°27'01" E, a distance of 30.00 feet; thence S 75°32'59" W, a distance of 60.00 feet; thence N 14°27'01" W, a distance of 30.00 feet to the POINT OF BEGINNING;

Containing 0.041± acres, more or less

### NOTE:

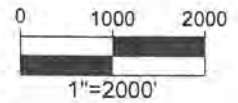
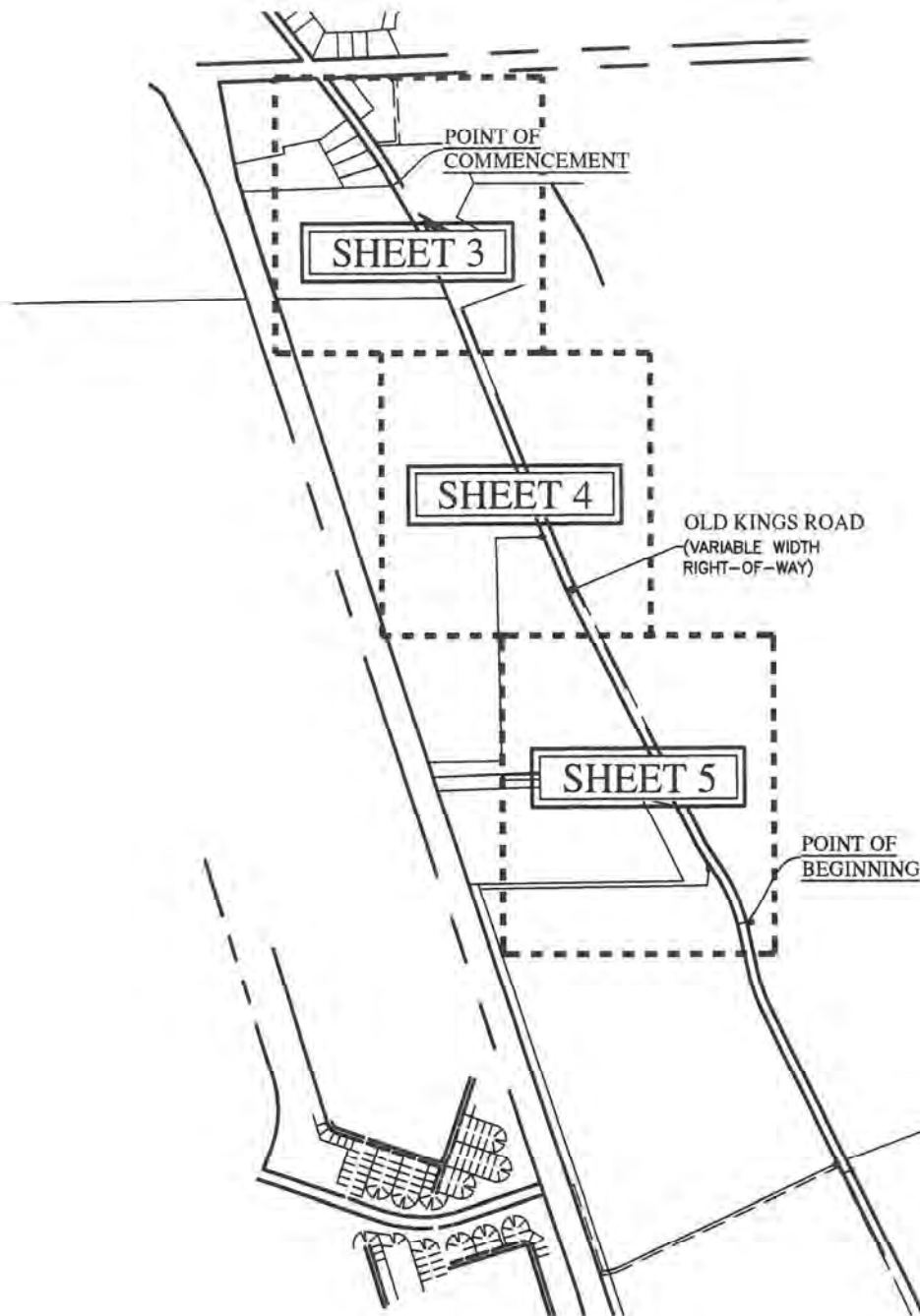
1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S 87°48'45" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North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

2) Base Linework for Sketches provided by Brookfield Kolter Land Partners on 07/08/2025 in drawing named 20250619-20250612\_EASEMENT MAP 06-12-25.dwg

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

|                            |                               |  |  |                                                                                                                                                                                                                                                                                                                        |
|----------------------------|-------------------------------|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| David W. Maxwell<br>LS7311 | JOB #: Radiance - Easement #8 |  |  | <div>Central Florida<br/>528 Northlake Blvd, Suite 1040<br/>Altamonte Springs, Florida 32701<br/>Phone: (321) 270-0440<br/>www.geopointsurvey.com<br/>Licensed Business No.: LB 7768</div> <br><b>GeoPoint</b><br>Surveying, Inc. |
|----------------------------|-------------------------------|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# Description Sketch (Not A Survey)



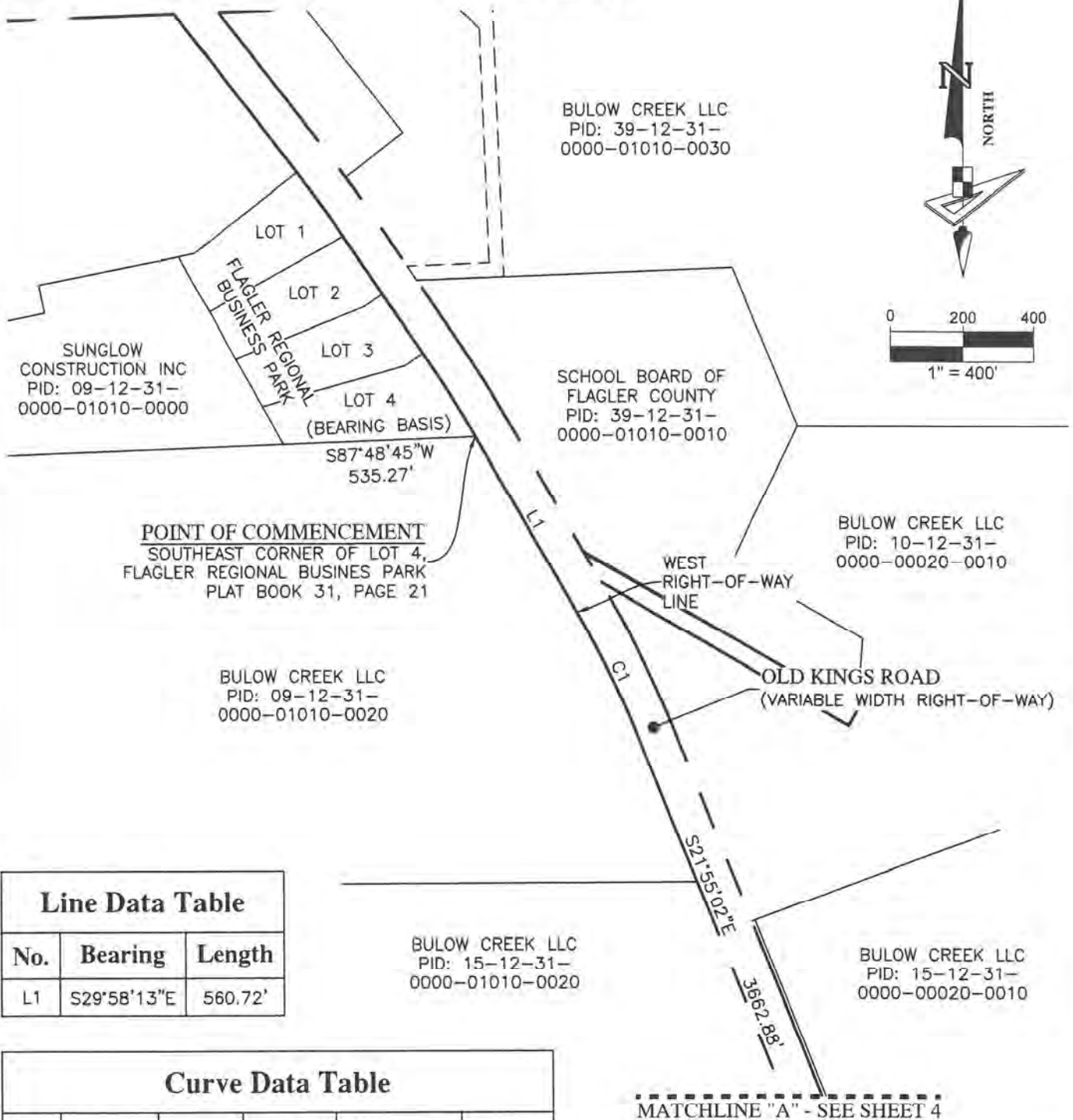
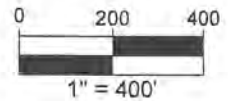
NOTE:  
SEE SHEET 1 FOR DESCRIPTION  
SEE SHEET 2 FOR SHEET LAYOUT  
SEE SHEET 3 THROUGH 5 FOR SKETCH

See Sheet 1 for Signature & Revisions

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# 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' |

5NOTE:  
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  
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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

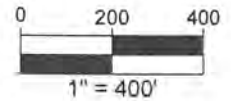
OLD KINGS ROAD  
(VARIABLE WIDTH  
RIGHT-OF-WAY)

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

MATCHLINE "A" - SEE SHEET 5



**Curve Data Table**

| No. | Radius   | Arc     | $\Delta$ | 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.geopointsurveying.com  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 4

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

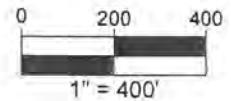
WEST  
RIGHT-OF-WAY  
LINE

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

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)

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

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

POINT OF  
BEGINNING

EASEMENT 8  
AREA = 0.041± ACRES

**Line Data Table**

| No. | Bearing     | Length  |
|-----|-------------|---------|
| L2  | S36°42'12"E | 2.46'   |
| L3  | N75°53'28"E | 109.86' |
| L4  | N75°32'59"E | 60.00'  |
| L5  | S14°27'01"E | 30.00'  |
| L6  | S75°32'59"W | 60.00'  |
| L7  | N14°27'01"W | 30.00'  |

**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' | 733.52' | 22°35'40" | S25°24'22"E | 728.78' |

See Sheet 1 for Signature & Revisions

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



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Surveying, Inc.

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

# Description Sketch

(Not A Survey)

## RADIANCE - OLD KINGS ROAD 20'x20' EASEMENT 9

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 Eight (8) 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, 745.89 feet along the arc of a tangent curve to the right having a radius of 1860.08 feet and a central angle 22°58'32" (chord bearing S 25°12'56" E, 740.91 feet); thence departing said West Right-of-way, run S 76°16'20" W, a distance of 31.03 feet to the POINT OF BEGINNING; thence S 15°16'43" E, a distance of 20.00 feet; thence S 74°43'17" W, a distance of 20.00 feet; thence N 15°16'43" W, a distance of 20.00 feet; thence N 74°43'17" 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 Sketches provided by Brookfield Kolter Land Partners on 07/08/2025 in drawing named 20250619-20250612\_EASEMENT MAP 06-12-25.dwg

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

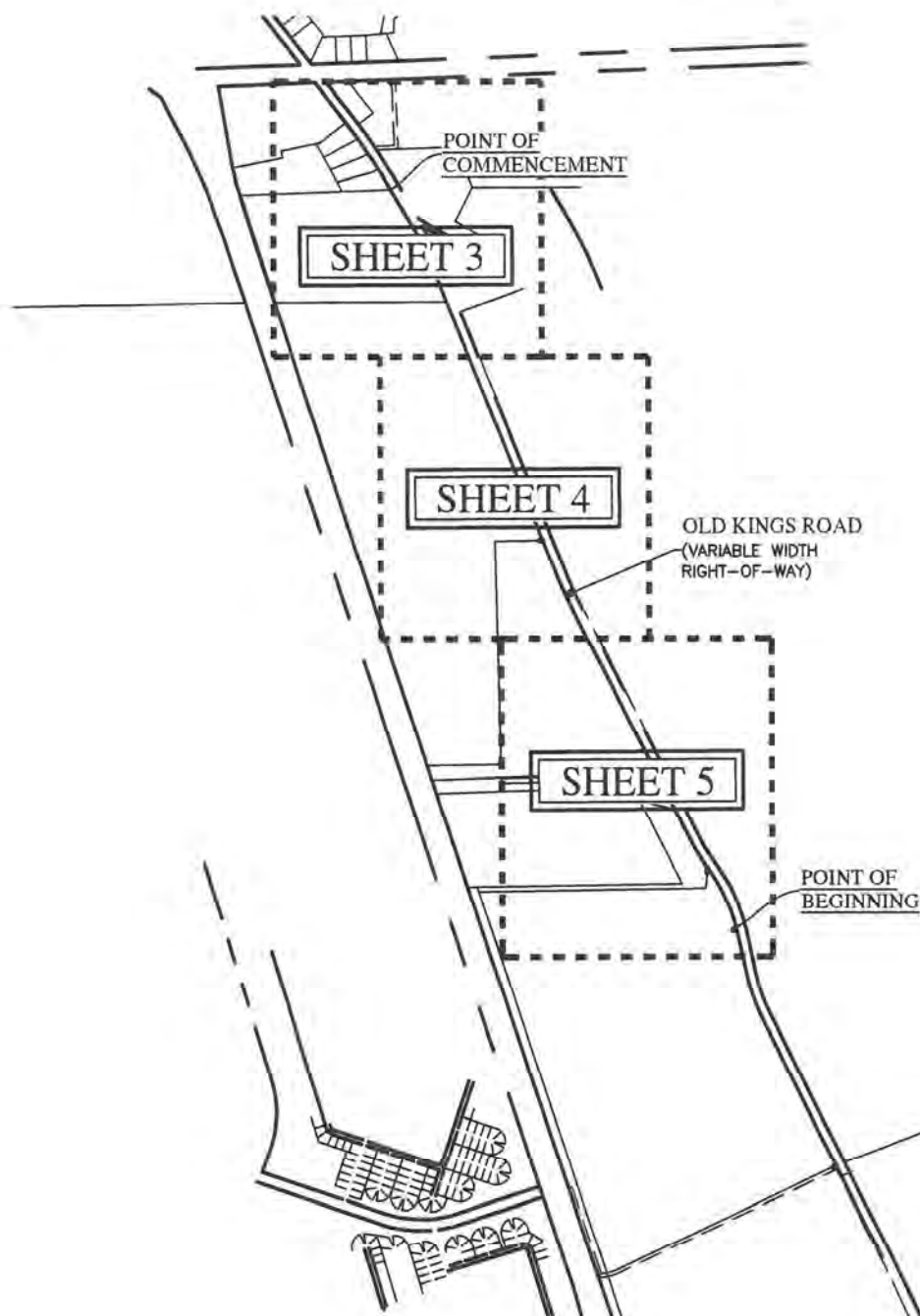
|                  |                               |                |              |                                                                                                                                                                                                                                                                                                           |
|------------------|-------------------------------|----------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| David W. Maxwell | JOB #: Radiance - Easement #9 |                |              | Central Florida<br>528 Northlake Blvd, Suite 1040<br>Altamonte Springs, Florida 32701<br>Phone: (321) 270-0440<br>www.geopointsurvey.com<br>Licensed Business No.: LB 7768<br><br><b>GeoPoint</b><br>Surveying, Inc. |
|                  | DRAWN: SHG                    | DATE: 07/22/25 | CHECKED: DWM |                                                                                                                                                                                                                                                                                                           |
|                  | Prepared For: Kolter          |                |              |                                                                                                                                                                                                                                                                                                           |
|                  | Revisions                     |                |              |                                                                                                                                                                                                                                                                                                           |
|                  | DATE                          | DESCRIPTION    | DRAWN        |                                                                                                                                                                                                                                                                                                           |
|                  | ---                           | ---            | ---          |                                                                                                                                                                                                                                                                                                           |
| ---              | ---                           | ---            |              |                                                                                                                                                                                                                                                                                                           |
| ---              | ---                           | ---            |              |                                                                                                                                                                                                                                                                                                           |
| ---              | ---                           | ---            |              |                                                                                                                                                                                                                                                                                                           |
| ---              | ---                           | ---            |              |                                                                                                                                                                                                                                                                                                           |

FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - ADDITIONAL 20X20 EASEMENT 9 DS.DWG LAST SAVED BY: SETHG 01 of 05



# Description Sketch

(Not A Survey)



0 1000 2000  
1"=2000'

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



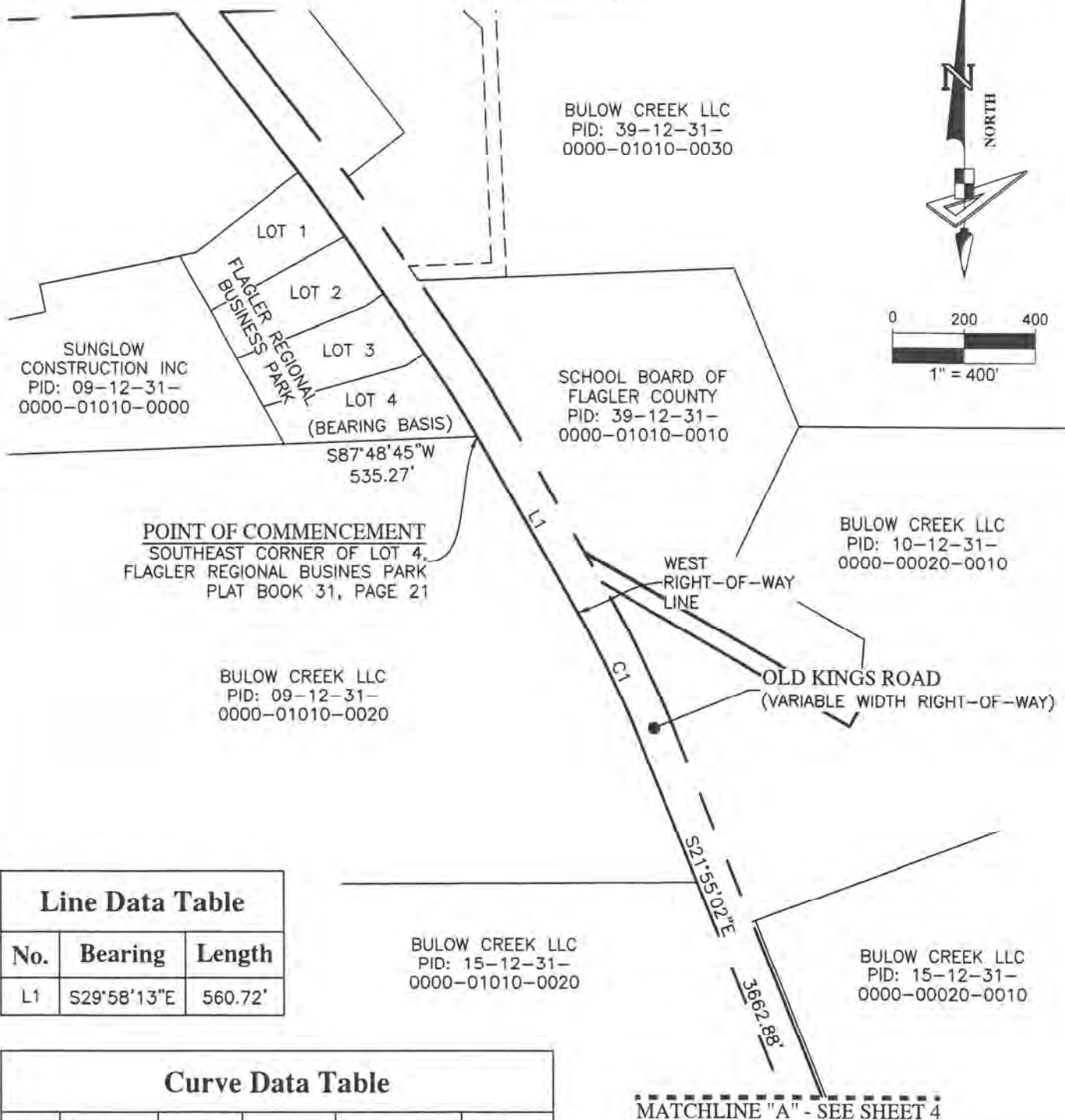
**GeoPoint**  
Surveying, Inc.

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

# Description Sketch (Not A Survey)



0 200 400  
1" = 400'



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

**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

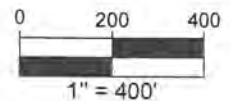
WEST  
RIGHT-OF-WAY  
LINE

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

3662.88'

C2

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 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 "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

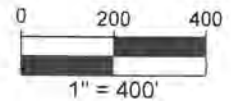
S26°54'43"E

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

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



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

**Line Data Table**

| No. | Bearing     | Length |
|-----|-------------|--------|
| L2  | S36°42'12"E | 2.46'  |
| L3  | S76°16'20"W | 31.03' |
| L4  | S15°16'43"E | 20.00' |
| L5  | S74°43'17"W | 20.00' |
| L6  | N15°16'43"W | 20.00' |
| L7  | N74°43'17"E | 20.00' |

**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' | 745.89' | 22°58'32" | S25°12'56"E | 740.91' |

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

POINT OF BEGINNING

EASEMENT 9  
AREA = 0.009± ACRES

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.

## EXHIBIT 9

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 2973, Page 851**

This Permanent Non-Exclusive Utilities Easement Agreement and Temporary Non-Exclusive Construction Agreement ("Agreement") is made this 29<sup>th</sup> day of September, 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 July 7, 2025 in Official Records Book 2973 Page 851, 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 on July 7, 2025 in Official Records **Book 2973, Page 851**, 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<br>800 Highland Avenue, Suite 200<br>Orlando, FL 32803 |
|-----------------------|-------------------------------------------------------------------------|

|                        |                                                                                              |
|------------------------|----------------------------------------------------------------------------------------------|
| <u>With a copy to:</u> | Edward Cole<br>Sodl & Ingram PLLC<br>1617 San Marco Boulevard<br>Jacksonville, Florida 32207 |
|------------------------|----------------------------------------------------------------------------------------------|

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

|                        |                                                             |
|------------------------|-------------------------------------------------------------|
| <u>With a copy to:</u> | Jere Earlywine<br>Kutak Rock LLP<br>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:

*Alexis Escotto*  
 Print: Alexis Escotto

Witness #1 Address:  
941 W Morse Blvd  
Winter Park FL 32789

*Kristal Wheeler*  
 Print: Kristal Wheeler

Witness #2 Address:  
941 W Morse Blvd, Ste 315  
Winter Park, FL 32789

## GRANTOR:

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

By: *Mary L Demetree*  
 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 24 day of September, 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 \_\_\_\_\_ 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:

Amy Anna Abruzzo  
 Print: Amy Anna Abruzzo

Witness #1 Address:

3799 Millenia Blvd  
Orlando FL 32839

Stephanie Rivera  
 Print: Stephanie Rivera

Witness #2 Address:

8100 Upper Perse  
Orlando, FL 32827

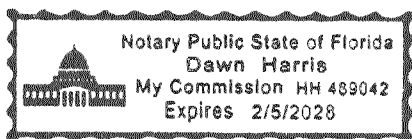
## GRANTOR:

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

By: Michelle Chira  
 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 29th day of SEPTEMBER, 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)

Dawn Harris  
 Print DAWN HARRIS  
 Notary Public, State and County aforesaid  
 Commission No.: HH489042  
 My commission expires: 02-05-28

## WITNESSES:

*Darlene J. Miklos*  
 Print: DARLENE J. MIKLOS

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

*Bryon T. Lopreste*  
 Print: BRYON T. LOPRESTE

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

## GRANTEE:

## RADIANCE COMMUNITY DEVELOPMENT DISTRICT

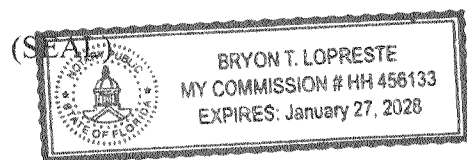
By: *William Fife*  
 Name: William Fife  
 Its: Chair

## STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24<sup>th</sup> day of SEPTEMBER, 2025 by WILLIAM FIFE, as RADIANCE CDD of Radiance Community Development District, who (check one) ☒ is personally known to me or ☐ did produce \_\_\_\_\_ as identification.

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



## WITNESSES:

[Signature]  
 Print: Genora L. Iannotti

Witness #1 Address:

160 Lake Avenue  
Palm Coast, FL 32164

[Signature]  
 Print: Melissa Palmer

Witness #2 Address:

160 Lake Ave  
Palm Coast FL 32164

## GRANTEE:

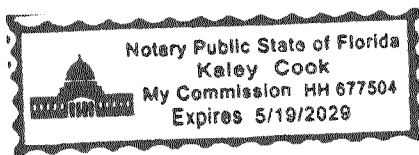
CITY OF PALM COAST

By: [Signature]  
 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 23<sup>rd</sup> day of September, 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.



(SEAL)

[Signature]  
 Print: Kaley Cook  
 Notary Public, State and County aforesaid  
 Commission No.: HH 677504  
 My commission expires: 5/19/2029

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

|                                       |                                          |                |              |                                                                                                                                                                                       |
|---------------------------------------|------------------------------------------|----------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>David W. Maxwell</b> <b>LS7311</b> | <b>JOB #: Radiance - Easement #1 - B</b> |                |              | <b>Central Florida</b><br>528 Northlake Blvd, Suite 1040<br>Altamonte Springs, Florida 32701<br>Phone: (321) 270-0440<br>www.geopointsurvey.com<br>Licensed Business No.: LB 7768<br> |
|                                       | DRAWN: TJS                               | DATE: 12/04/23 | CHECKED: DWM |                                                                                                                                                                                       |
|                                       | Prepared For: Kolter                     |                |              |                                                                                                                                                                                       |
|                                       | <b>Revisions</b>                         |                |              |                                                                                                                                                                                       |
|                                       | DATE                                     | DESCRIPTION    | DRAWN        |                                                                                                                                                                                       |
| ----                                  | ----                                     | ----           |              |                                                                                                                                                                                       |
| ----                                  | ----                                     | ----           |              |                                                                                                                                                                                       |
| ----                                  | ----                                     | ----           |              |                                                                                                                                                                                       |
| ----                                  | ----                                     | ----           |              |                                                                                                                                                                                       |
| ----                                  | ----                                     | ----           |              |                                                                                                                                                                                       |





# 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 981.79 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°44'22" E, a distance of 10.00 feet; thence S 21°55'02" E, a distance of 2680.79 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 2681.08 feet to the **POINT OF BEGINNING**.

Containing 1.727 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 Brookfield Kolter on 7/24/2025 in drawing named EASEMENT MAP.dwg

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

|                  |                  |                                                  |             |       |
|------------------|------------------|--------------------------------------------------|-------------|-------|
| David W. Maxwell | LS7311           | JOB #: Radiance - Easement #2                    |             |       |
|                  |                  | DRAWN: TJS      DATE: 12/04/23      CHECKED: DWM |             |       |
|                  |                  | Prepared For: Kolter                             |             |       |
|                  |                  | Revisions                                        |             |       |
|                  |                  | DATE                                             | DESCRIPTION | DRAWN |
| 7/24/25          | SHORTEN EASEMENT | SHG                                              |             |       |
| ---              | ---              | ---                                              |             |       |
| ---              | ---              | ---                                              |             |       |
| ---              | ---              | ---                                              |             |       |
| ---              | ---              | ---                                              |             |       |

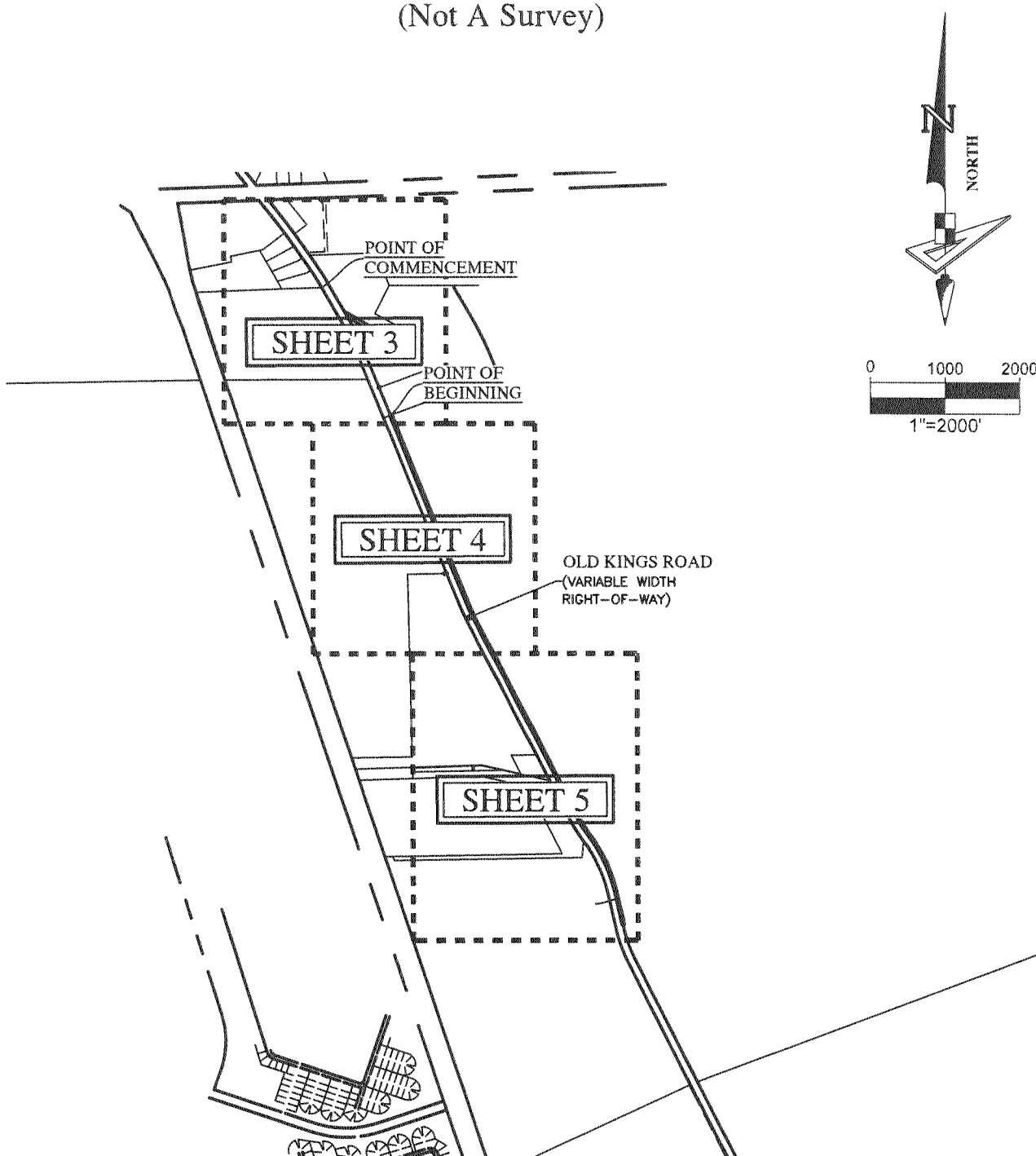
Central Florida  
528 Northlake Blvd, Suite 1040  
Altamonte Springs, Florida 32701  
Phone: (321) 270-0440  
www.geopointsurvey.com  
Licensed Business No.: LB 7768



**GeoPoint**  
Surveying, Inc.

FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - EASEMENT 2 DS.DWG      LAST SAVED BY: SETHG      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

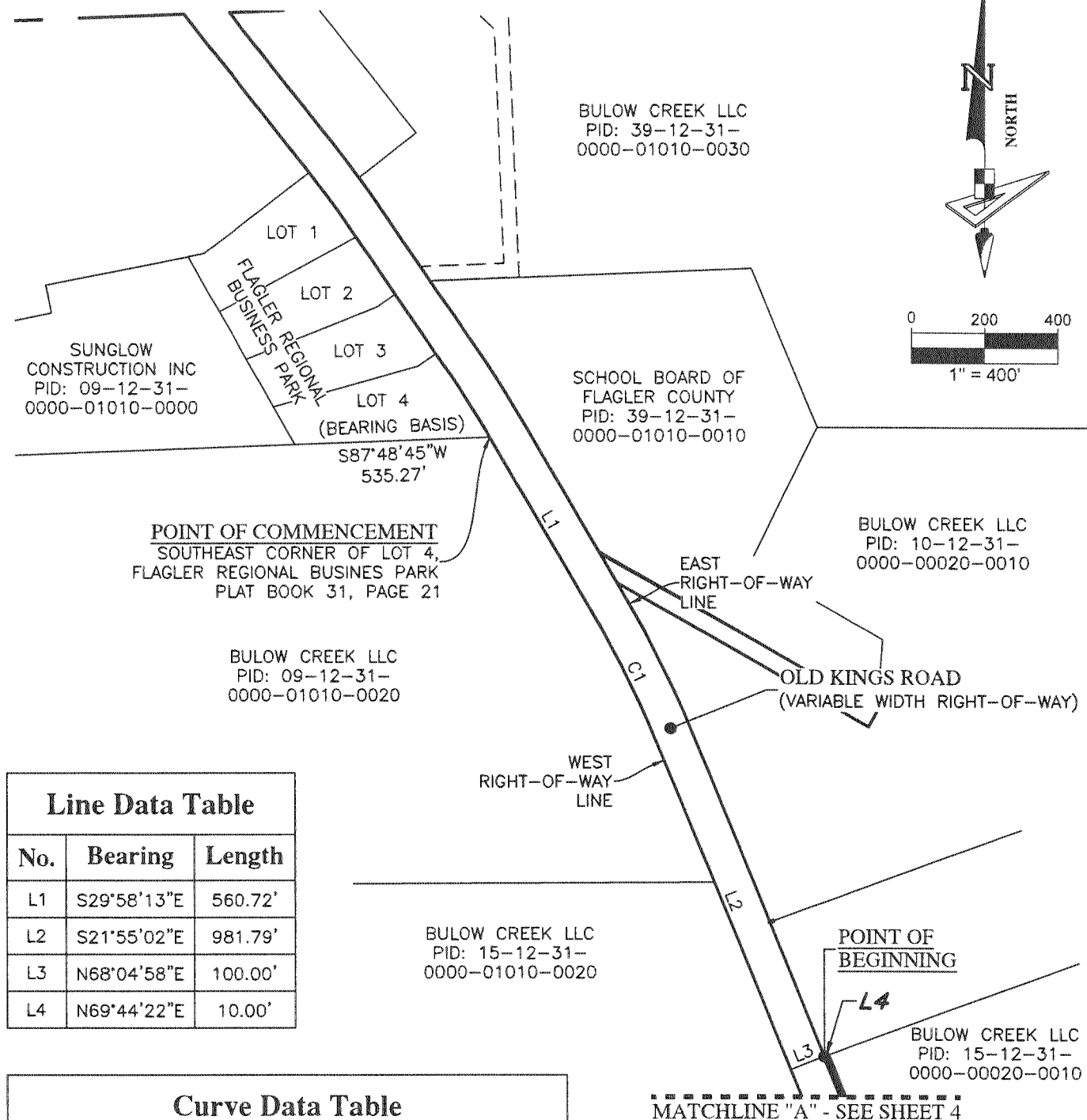
See Sheet 1 for Signature & Revisions

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

**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

EAST  
RIGHT-OF-WAY  
LINE

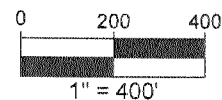
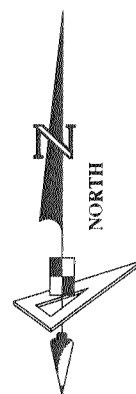
EASEMENT 2  
AREA = 1.727  
± ACRES

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

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

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

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



S21°55'02"E  
2681.08'  
2680.79'  
N21°55'02"W

C2  
C7

MATCHLINE "B" - SEE SHEET 5

**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

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

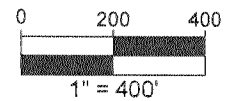
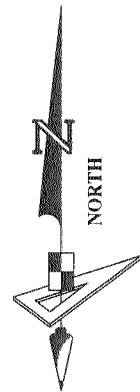
BOARD OF COUNTY  
COMMISSIONERS  
PID: 15-12-31-  
0000-01020-0000

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

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 = 1.727  
± 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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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 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

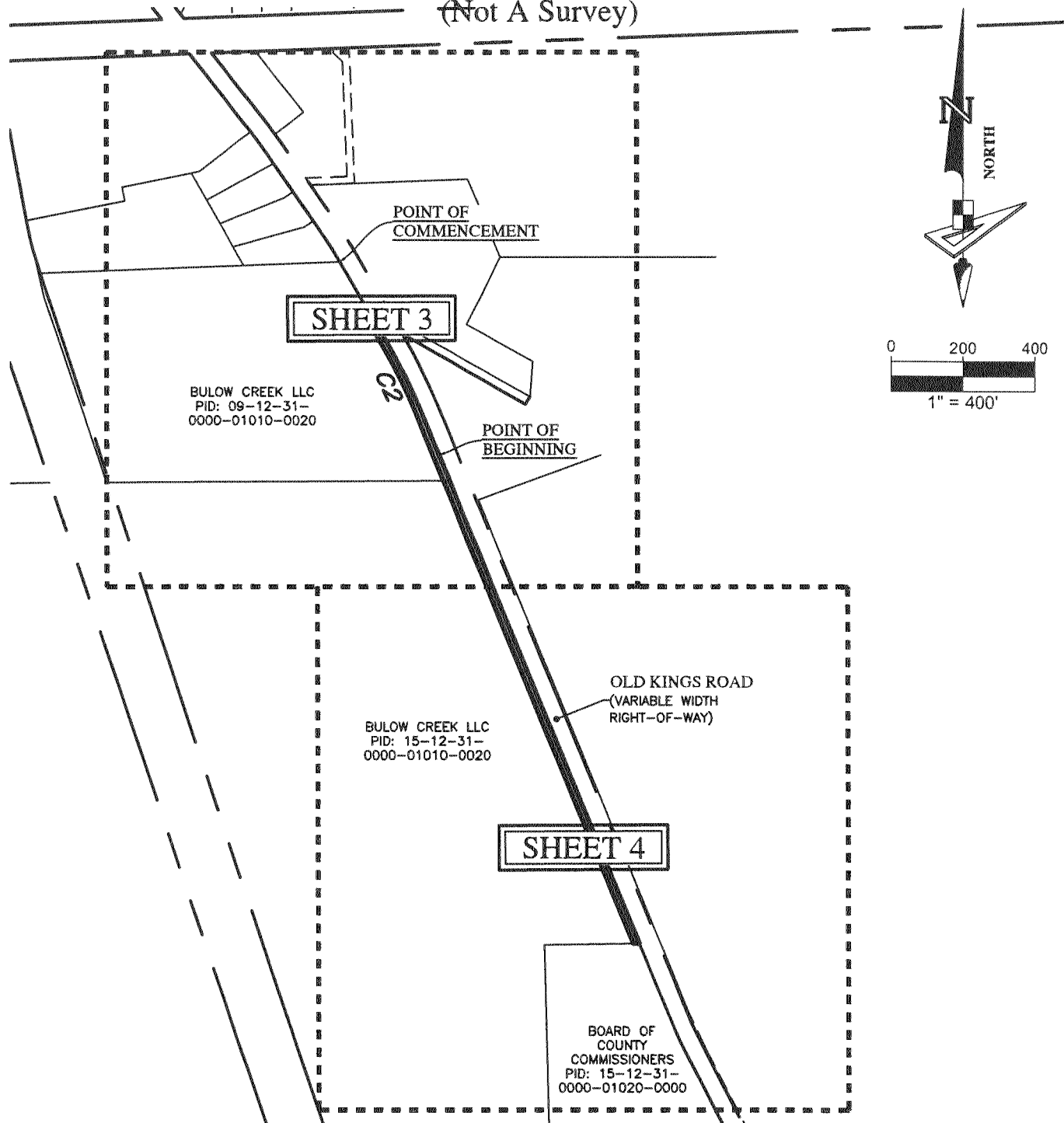
|                                                                                                                                     |                                       |                |                                                                                                                                                                                                                                                                                                           |              |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>David Mccrary Jr.</b><br><br>Digitally signed by David Mccrary, Jr.<br>Date: 2024.03.15 15:00:01 -04'00'<br>David Mccrary LS4853 | JOB #: Radiance - Easement #3-1       |                | Central Florida<br>528 Northlake Blvd, Suite 1040<br>Altamonte Springs, Florida 32701<br>Phone: (321) 270-0440<br>www.geopointsurvey.com<br>Licensed Business No.: LB 7768<br><br><b>GeoPoint</b><br>Surveying, Inc. |              |
|                                                                                                                                     | 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            |                                                                                                                                                                                                                                                                                                           |              |
| ----                                                                                                                                | ----                                  | ----           |                                                                                                                                                                                                                                                                                                           |              |
| ----                                                                                                                                | ----                                  | ----           |                                                                                                                                                                                                                                                                                                           |              |

FILE PATH: O:\RADIANCE\DESCRIPTIONS\RADIANCE - EASEMENT 3-1 DS.DWG    LAST SAVED BY: DMCCRARY    01 of 04



# Description Sketch

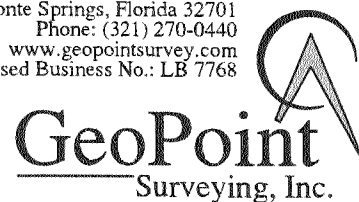
(Not A Survey)



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

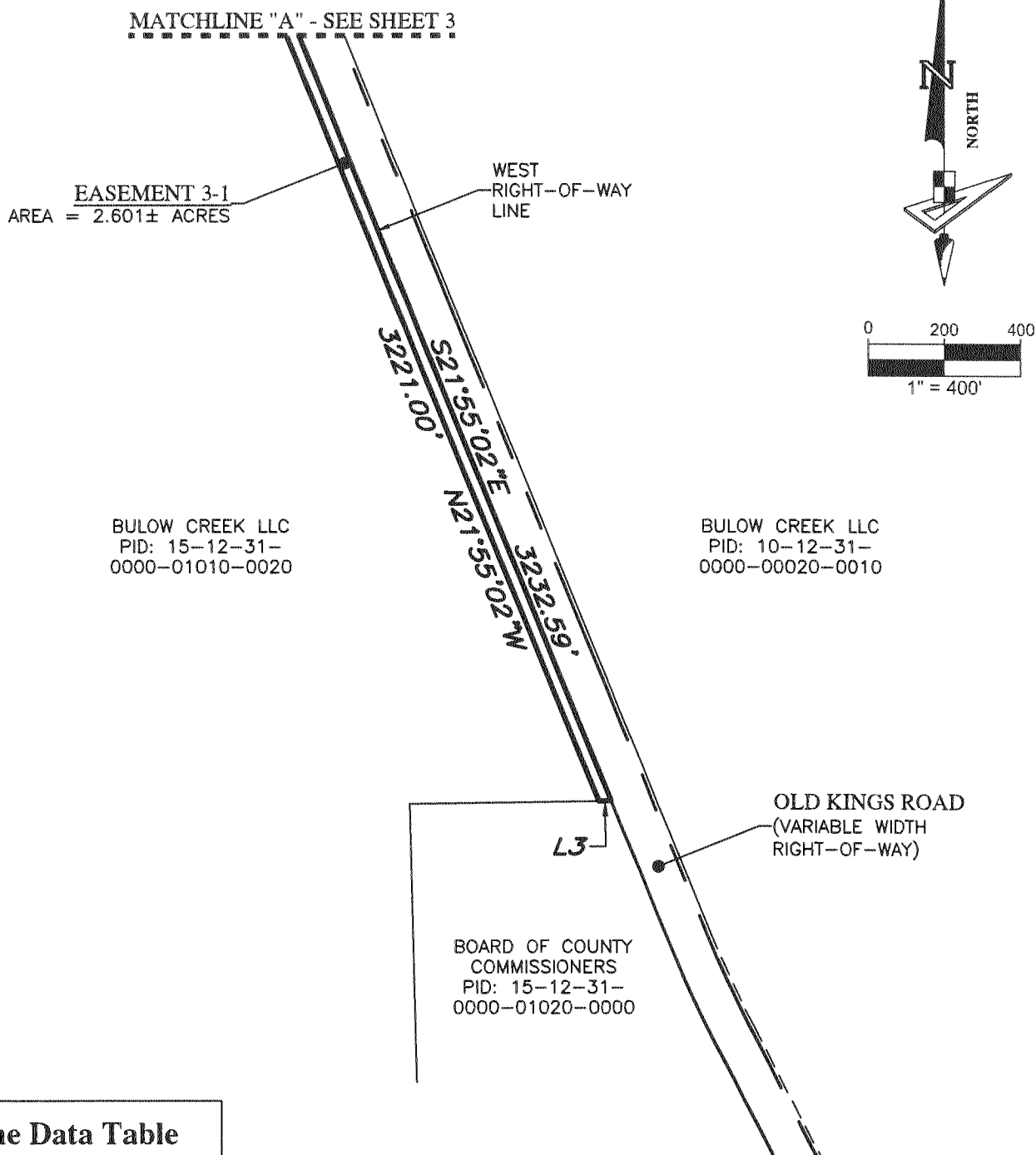
See Sheet 1 for Signature & Revisions

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# 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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**GeoPoint**  
 Surveying, Inc.

## 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

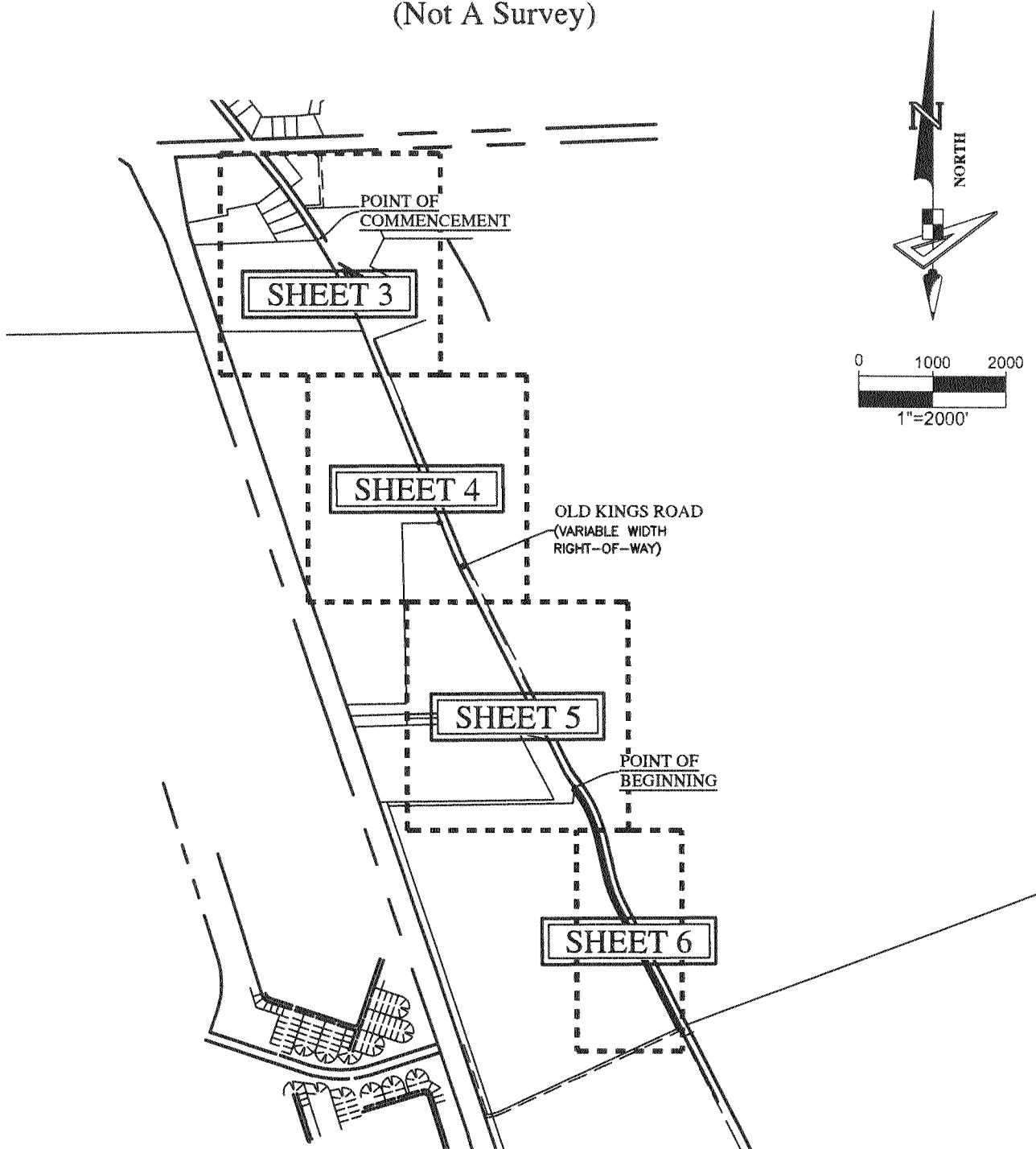
| DATE     | DESCRIPTION                | DRAWN |
|----------|----------------------------|-------|
| 11/09/23 | NAME UPDATE                | TJS   |
| 05/06/24 | UPDATED SURVEYOR OF RECORD | TJS   |
| ---      | ---                        | ---   |
| ---      | ---                        | ---   |

Central Florida  
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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)



See Sheet 1 for Signature & Revisions

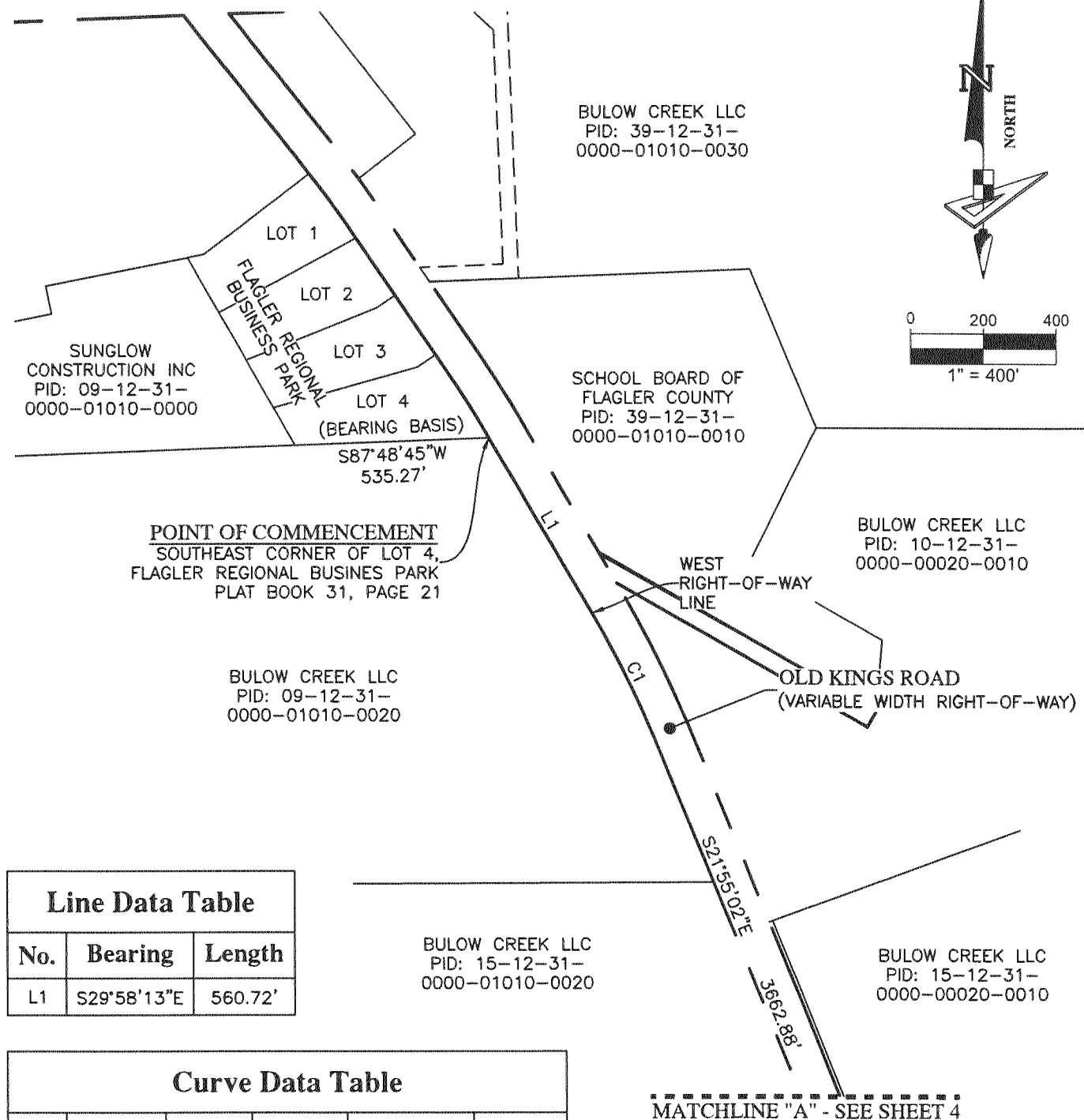
Central Florida  
528 Northlake Blvd, Suite 1040  
Altamonte Springs, Florida 32701  
Phone: (321) 270-0440  
www.geopointsurvey.com  
Licensed Business No.: LB 7768



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

# Description Sketch (Not A Survey)



See Sheet 1 for Signature &amp; Revisions

Central Florida  
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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)

MATCHLINE "A" - SEE SHEET 3

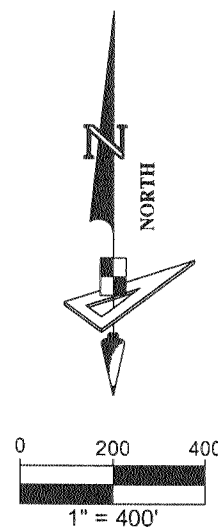
WEST  
RIGHT-OF-WAY  
LINE

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

3662.88'

C2

MATCHLINE "A" - SEE SHEET 5

**Curve Data Table**

| No. | Radius   | Arc     | $\Delta$ | 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

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 "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

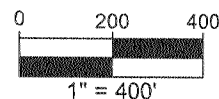
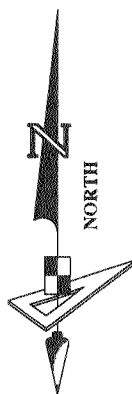
CITY OF PALM COAST  
PID: 22-12-31-0000-01020-0000

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

Central Florida  
528 Northlake Blvd, Suite 1040  
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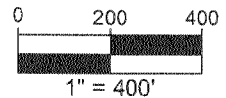
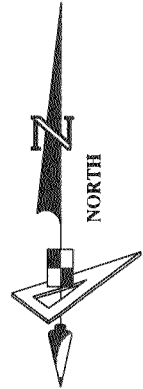
**GeoPoint**  
Surveying, Inc.



# 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 &amp; Revisions

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



**GeoPoint**  
Surveying, Inc.

## 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:

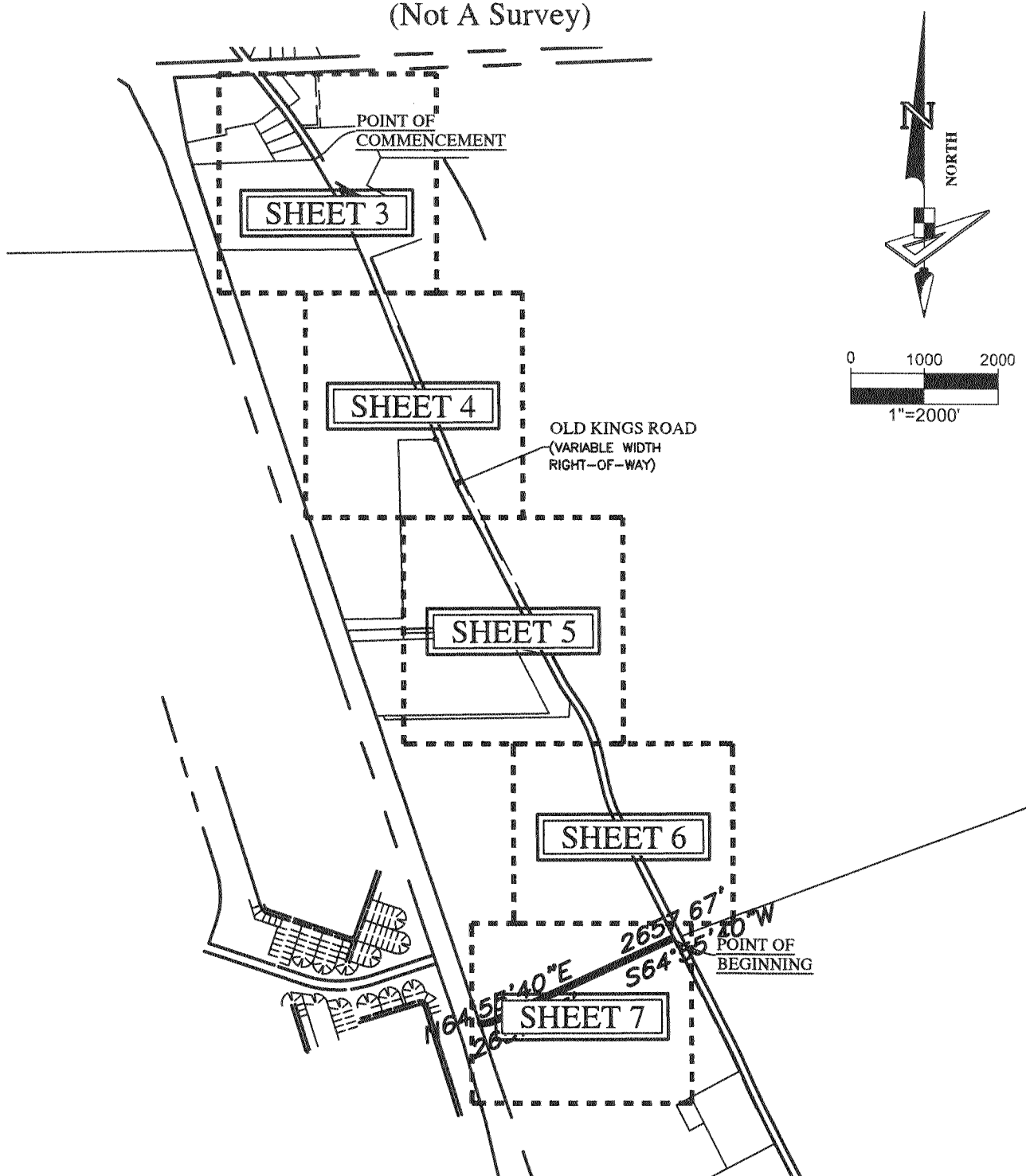
1) The bearings shown hereon are based on the South line of Lot 4, Flagler Regional Business Park as recorded in Map Book 31, Page 21 in the public records of Flagler County, Florida, having a Grid bearing of S 87°48'45" W. The Grid bearings shown hereon refer to the State Plane Coordinate System, North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

|                                               |                                        |                                       |                |                                                                                                                                                                            |  |
|-----------------------------------------------|----------------------------------------|---------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>David Mccrary Jr.</b><br><br>David Mccrary | Digitally signed by David Mccrary, Jr. | <b>JOB #: Radiance - Easement #5</b>  |                | Central Florida<br>528 Northlake Blvd, Suite 1040<br>Altamonte Springs, Florida 32701<br>Phone: (321) 270-0440<br>www.geopointsurvey.com<br>Licensed Business No.: LB 7768 |  |
|                                               | Date: 2024.03.15                       | DRAWN: TJS                            | DATE: 11/10/23 | CHECKED: DWM                                                                                                                                                               |  |
|                                               | 14:59:33 -04'00"                       | Prepared For: Kolter                  |                |                                                                                                                                                                            |  |
|                                               | LS4853                                 | <b>Revisions</b>                      |                |                                                                                                                                                                            |  |
|                                               |                                        | DATE                                  | DESCRIPTION    | DRAWN                                                                                                                                                                      |  |
|                                               | 02/20/24                               | BOUNDARY AND LEGAL DESCRIPTION UPDATE | TJS            |                                                                                                                                                                            |  |
|                                               | ----                                   | ----                                  | ----           | ----                                                                                                                                                                       |  |
|                                               | ----                                   | ----                                  | ----           | ----                                                                                                                                                                       |  |
|                                               | ----                                   | ----                                  | ----           | ----                                                                                                                                                                       |  |

# Description Sketch (Not A Survey)



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

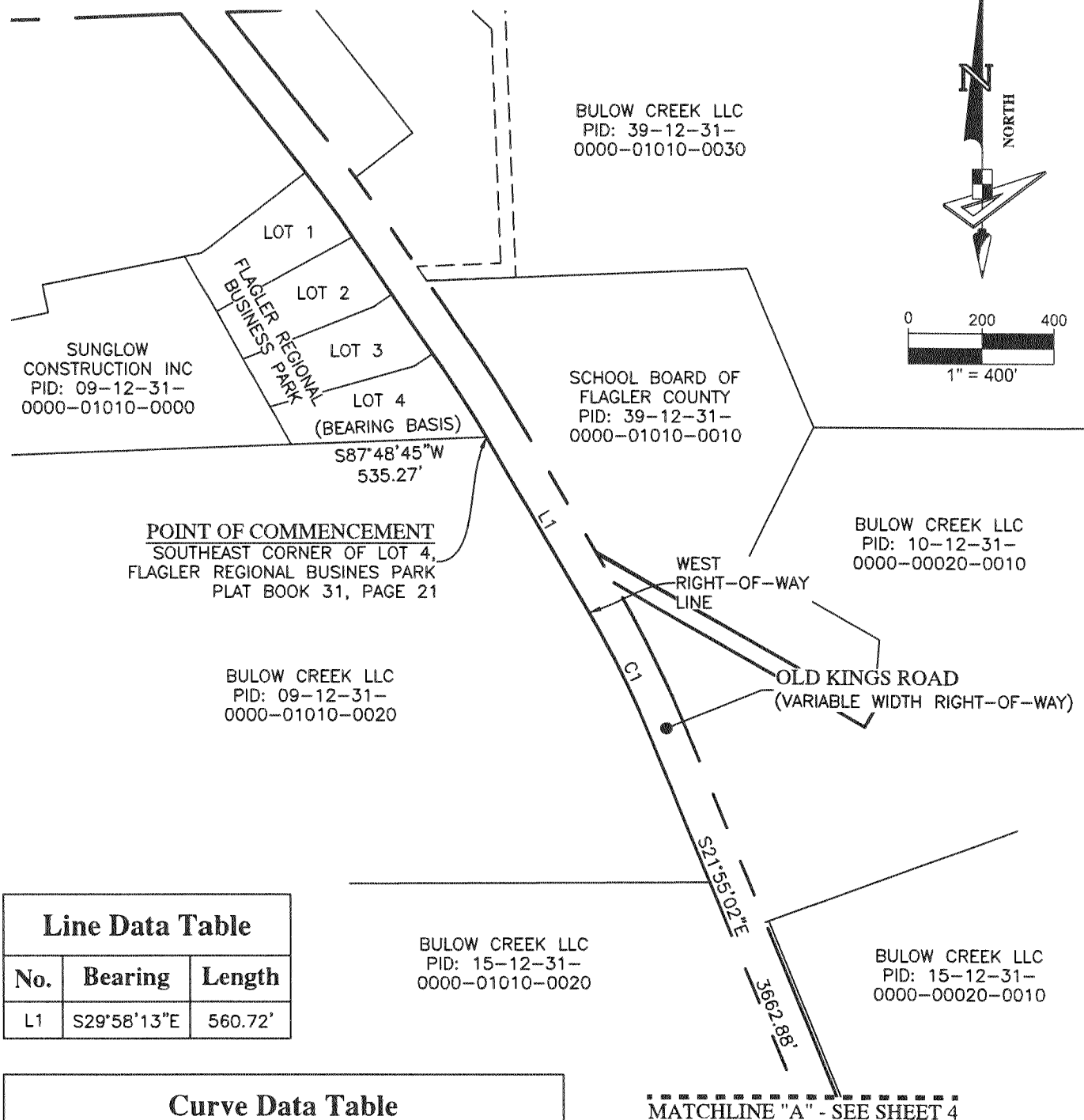
See Sheet 1 for Signature & Revisions

Central Florida  
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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

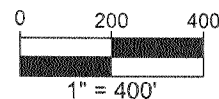
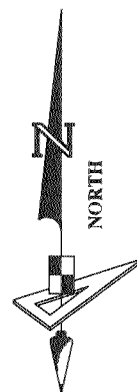
OLD KINGS ROAD  
(VARIABLE WIDTH  
RIGHT-OF-WAY)

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     | $\Delta$ | 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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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

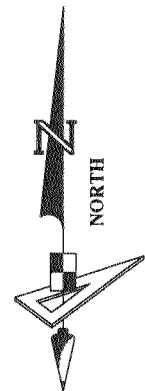
WEST  
RIGHT-OF-WAY  
LINE

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)

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

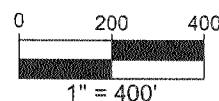
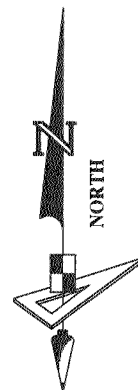
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**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)

MATCHLINE "C" - SEE SHEET 5



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 &amp; Revisions

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**GeoPoint**  
Surveying, Inc.

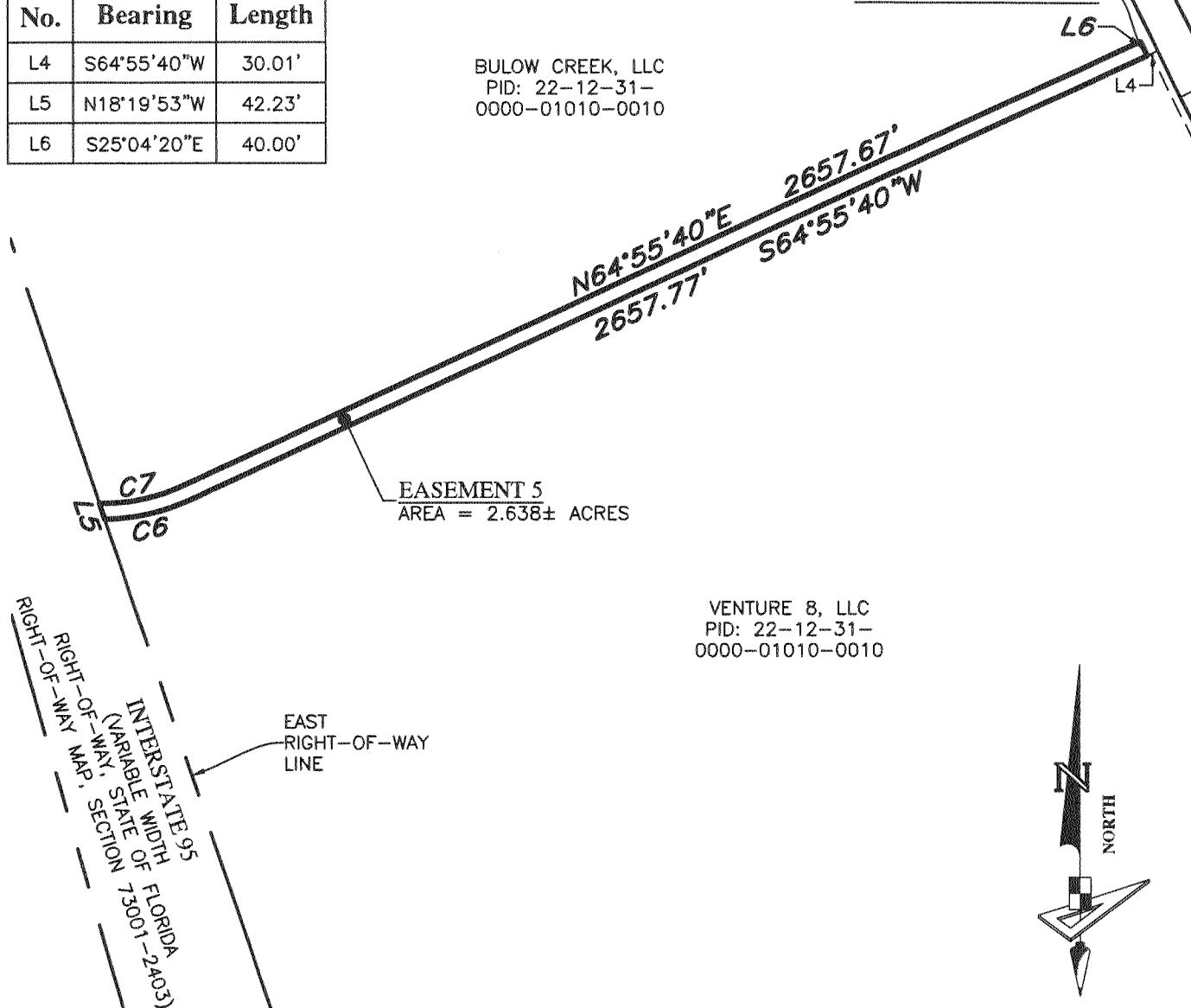
# Description Sketch (Not A Survey)

## 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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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.

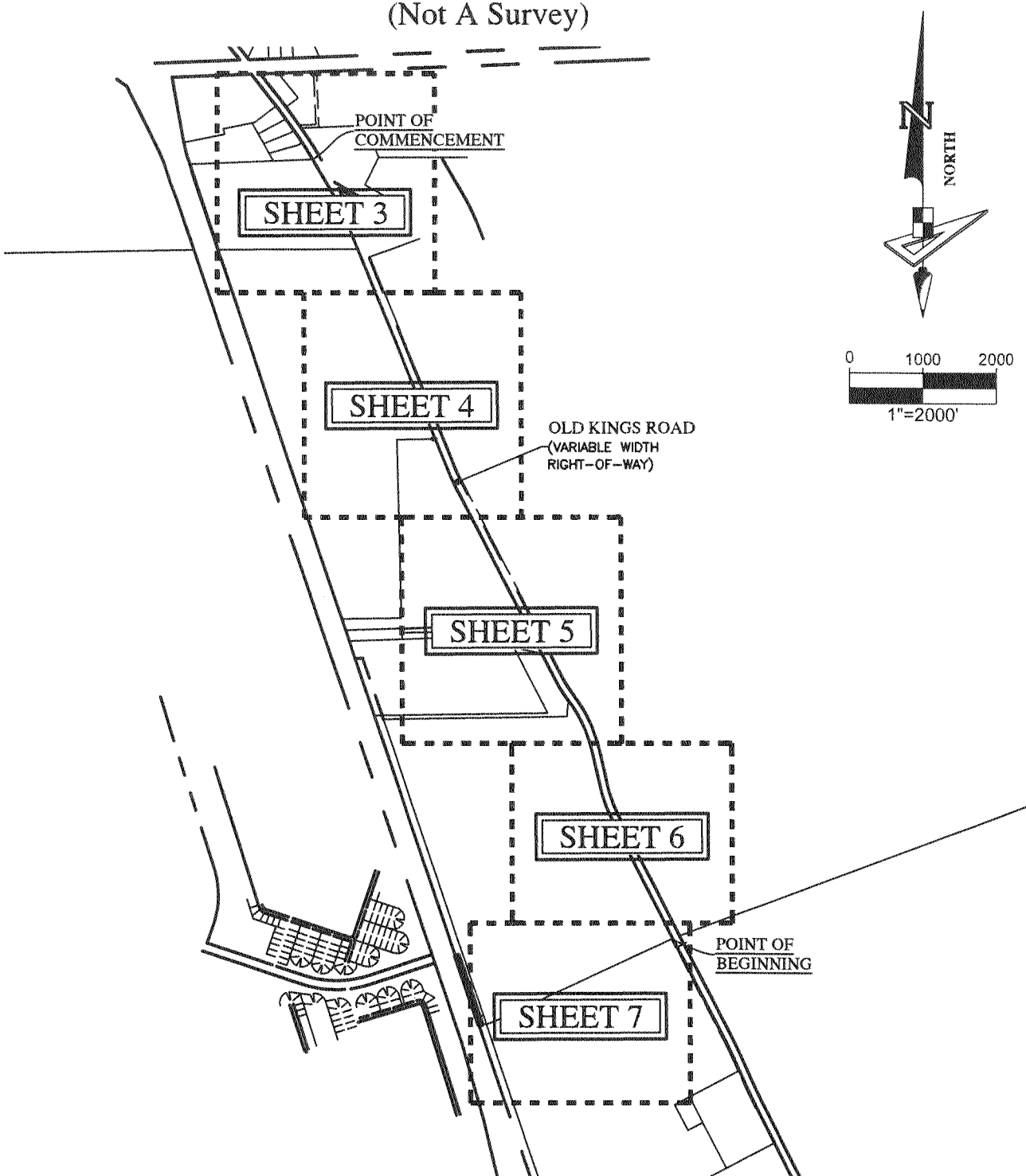
#### NOTE:

- 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<br>by David W.<br>Maxwell<br>Date:<br>2025.06.09<br>15:01:12 -04'00'                                                                                                                                                                                                                                                                                                                                                                                                               | JOB #: <b>Radiance - Easement #6</b><br>DRAWN: TJS    DATE: 11/14/23    CHECKED: DWM<br>Prepared For: Kolter | Central Florida<br>528 Northlake Blvd, Suite 1040<br>Altamonte Springs, Florida 32701<br>Phone: (321) 270-0440<br>www.geopointsurvey.com<br>Licensed Business No.: LB 7768 |      |             |       |          |             |     |          |                                        |     |     |     |     |     |     |     |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|-------|----------|-------------|-----|----------|----------------------------------------|-----|-----|-----|-----|-----|-----|-----|
|                                                                                                           | Revisions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                              |                                                                                                                                                                            |      |             |       |          |             |     |          |                                        |     |     |     |     |     |     |     |
|                                                                                                           | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 55%;">DESCRIPTION</th> <th style="width: 30%;">DRAWN</th> </tr> </thead> <tbody> <tr> <td>02/19/24</td> <td>NAME UPDATE</td> <td>TJS</td> </tr> <tr> <td>01/13/25</td> <td>UPDATED ADJOINING PROPERTY INFORMATION</td> <td>TJS</td> </tr> <tr> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>---</td> <td>---</td> <td>---</td> </tr> </tbody> </table> |                                                                                                              |                                                                                                                                                                            | DATE | DESCRIPTION | DRAWN | 02/19/24 | NAME UPDATE | TJS | 01/13/25 | UPDATED ADJOINING PROPERTY INFORMATION | TJS | --- | --- | --- | --- | --- | --- |
|                                                                                                           | DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | DESCRIPTION                                                                                                  | DRAWN                                                                                                                                                                      |      |             |       |          |             |     |          |                                        |     |     |     |     |     |     |     |
|                                                                                                           | 02/19/24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NAME UPDATE                                                                                                  | TJS                                                                                                                                                                        |      |             |       |          |             |     |          |                                        |     |     |     |     |     |     |     |
| 01/13/25                                                                                                  | UPDATED ADJOINING PROPERTY INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                              | TJS                                                                                                          |                                                                                                                                                                            |      |             |       |          |             |     |          |                                        |     |     |     |     |     |     |     |
| ---                                                                                                       | ---                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ---                                                                                                          |                                                                                                                                                                            |      |             |       |          |             |     |          |                                        |     |     |     |     |     |     |     |
| ---                                                                                                       | ---                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ---                                                                                                          |                                                                                                                                                                            |      |             |       |          |             |     |          |                                        |     |     |     |     |     |     |     |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                              |                                                                                                                                                                            |      |             |       |          |             |     |          |                                        |     |     |     |     |     |     |     |
| <b>GeoPoint</b><br>Surveying, Inc.                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                              |                                                                                                                                                                            |      |             |       |          |             |     |          |                                        |     |     |     |     |     |     |     |
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# Description Sketch (Not A Survey)



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

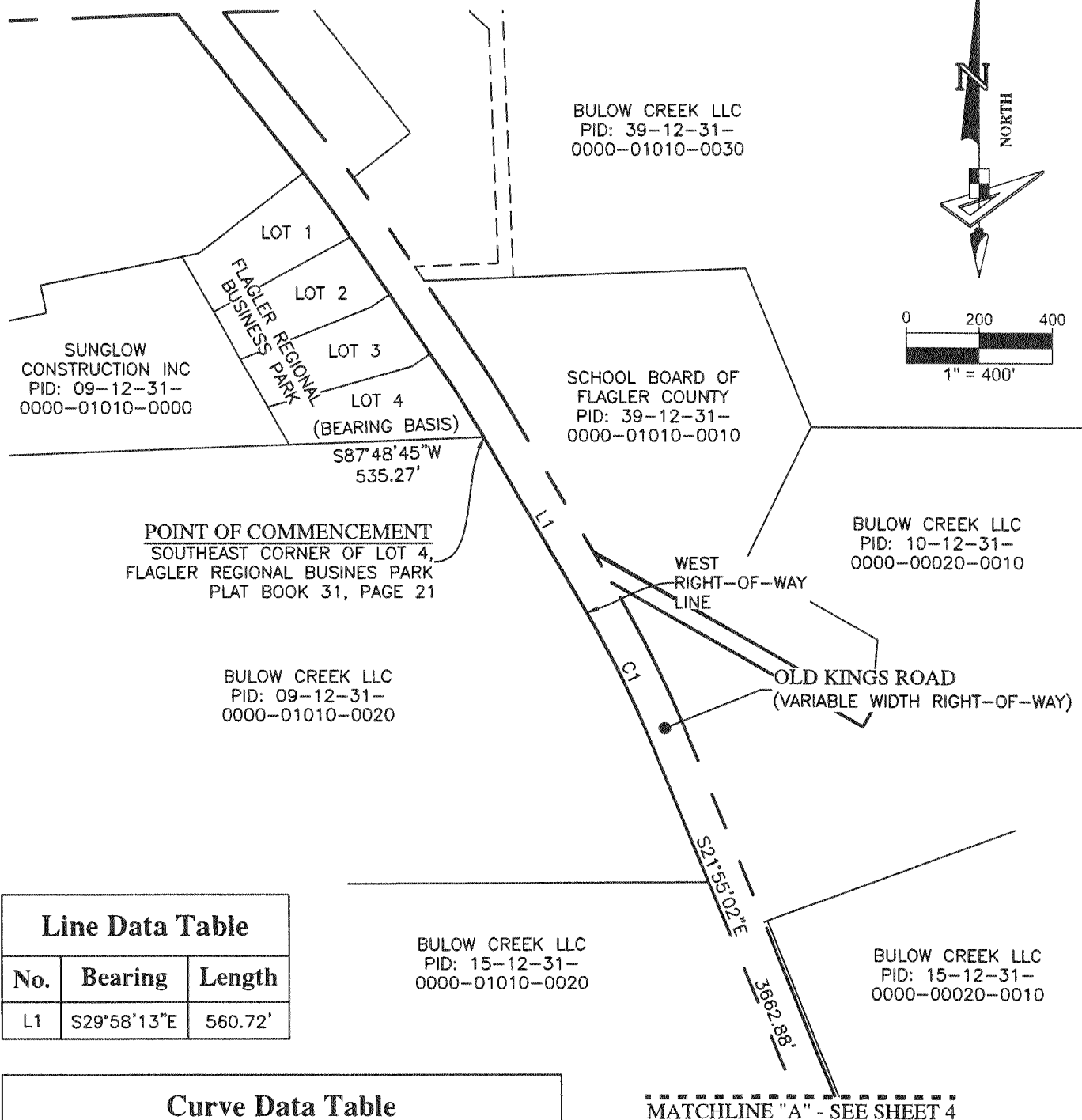
See Sheet 1 for Signature & Revisions

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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' |

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

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**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)

MATCHLINE "A" - SEE SHEET 3

WEST  
RIGHT-OF-WAY  
LINE

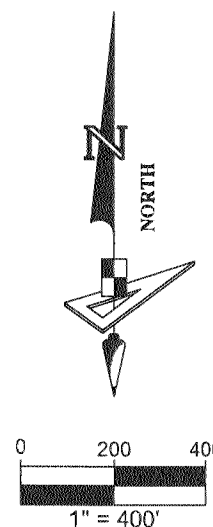
OLD KINGS ROAD  
(VARIABLE WIDTH  
RIGHT-OF-WAY)

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     | $\Delta$ | Bearing     | Chord   |
|-----|----------|---------|----------|-------------|---------|
| C2  | 2914.93' | 254.11' | 4°59'41" | S24°24'53"E | 254.03' |

**NOTE:**

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SEE SHEET 3 THROUGH 7 FOR SKETCH

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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

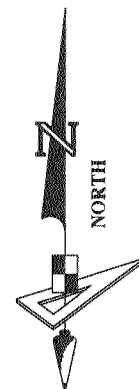
WEST  
RIGHT-OF-WAY  
LINE

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

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' |

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SEE SHEET 3 THROUGH 7 FOR SKETCH

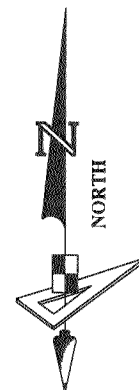
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**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)

MATCHLINE "C" - SEE SHEET 5



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:**

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SEE SHEET 3 THROUGH 7 FOR SKETCH

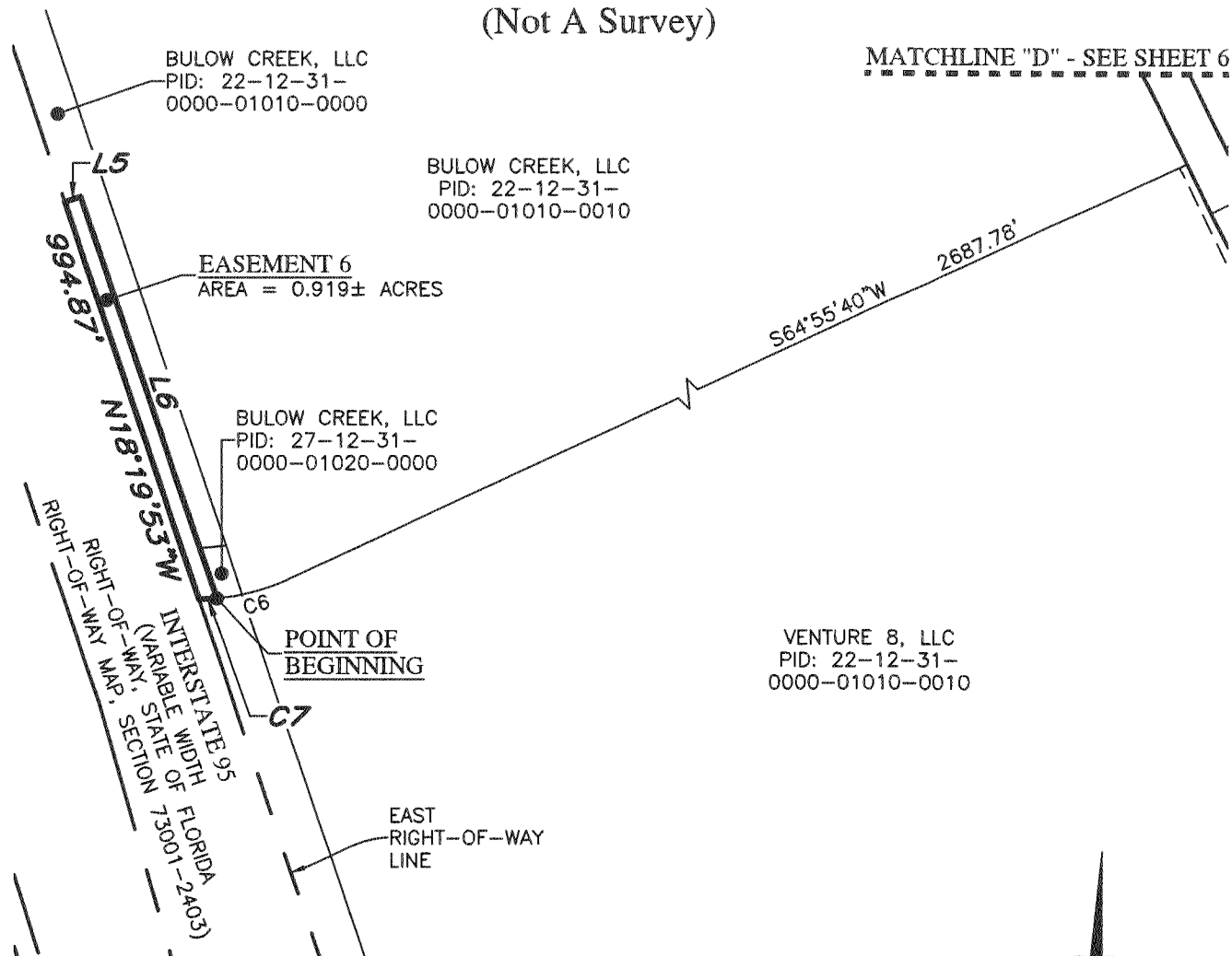
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**GeoPoint**  
Surveying, Inc.

# Description Sketch (Not A Survey)



## Line Data Table

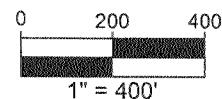
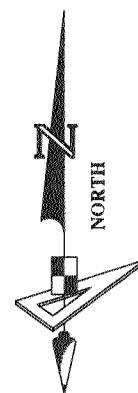
| No. | Bearing     | Length   |
|-----|-------------|----------|
| L5  | N71°40'04"E | 40.00'   |
| L6  | S18°19'53"E | 1006.03' |

## 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

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.

## EXHIBIT 10



## **RESOLUTION 2025-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA ONE); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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 previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2025 (Assessment Area One), in the par amount of \$17,300,000 (“Series 2025 Bonds”); and

**WHEREAS**, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2025 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

**WHEREAS**, the District closed on the sale of the Series 2025 Bonds on September 11, 2025; and

**WHEREAS**, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2025 Bonds.

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

**SECTION 1.** The sale, issuance, and closing of the Series 2025 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds,

and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2025-01 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2025-02 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2025-01 and 2025-02 on file with the District Manager and as included in the transcript for the Series 2025 Bonds are hereby determined to be in final form.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of October, 2025.

ATTEST:

**RADIANCE COMMUNITY DEVELOPMENT DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors

## EXHIBIT 11

**RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER AND METHODOLOGY CONSULTANT; PROVIDING 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*, being situated entirely within Flagler County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a District Manager; and

**WHEREAS**, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

**WHEREAS**, the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate and in the District's best interests; and

**WHEREAS**, the Board desires to appoint a District Manager and Methodology Consultant and to provide compensation for their services.

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

**1. APPOINTMENT OF DISTRICT MANAGER.** The District Manager and Methodology Consultant is hereby appointed, and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

**2. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption. The transition to the new District Manager and Methodology Consultant is effective 12:00 a.m. on November 17, 2025.

**PASSED AND ADOPTED** this 27<sup>TH</sup> day of October, 2025.

ATTEST:

**RADIANCE COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

**Exhibit A:** District Manager Fee Agreement

**Exhibit A**

District Manager Fee Agreement

## **AGREEMENT FOR DISTRICT MANAGEMENT SERVICES**

This Agreement for District Management Services (“**Agreement**”) is entered into as of October 27<sup>th</sup>, 2025 (“**Execution Date**”) and shall be effective as of 12:01 a.m. on November 17<sup>th</sup>, 2025 (“**Effective Date**”), by and between:

**RADIANCE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler County, Florida whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”); and

**GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA LLC**, a Florida limited liability company, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (“**Manager**” or “**GMS-CF**,” together with District, “**Parties**”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted in Flagler County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

**WHEREAS**, the District and Manager warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES.** Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

**SECTION 3. FEES AND TERMS OF SERVICES; TERM.**

**A.** All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.



**B.** The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget (“**Annual Budget**”) approved by the Board of Supervisors of the District (“**Board**”). All invoices are due and payable when received.

**C.** The initial term of this Agreement commences on the Effective Date, and continues until September 30, 2026, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30<sup>th</sup> of the following year) of the District, unless otherwise terminated by either Party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

#### **SECTION 4. INDEMNIFICATION.**

**A.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager or Manager’s breach of this Agreement, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney’s fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

**B.** The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney’s fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the Manager’s failure to perform under this Agreement or at law, or the negligent, reckless, or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

**SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing herein shall be construed to waive or limit the District’s sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. 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.

**SECTION 6. TERMINATION.**

**A.** This Agreement may be terminated as follows: (1) By the District for “good cause,” which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon 60 days written notice.

**B.** Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

**SECTION 7. SUCCESSORS; ASSIGNMENT.** The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 8. NOTICES.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

**A. If to District:** Radiance Community Development District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager, George Flint  
[GFlint@gmscfl.com](mailto:GFlint@gmscfl.com)

**With a copy to:** Kutak Rock LLP.  
107 W College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel, Jere Earlywine  
[Jere.Earlywine@kutakrock.com](mailto:Jere.Earlywine@kutakrock.com)

Kutak Rock LLP.  
107 W College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel, Ashley Ligas  
[Ashley.Ligas@kutakrock.com](mailto:Ashley.Ligas@kutakrock.com)

**B. If to Manager:** Governmental Management Services-Central Florida LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager, George Flint  
[GFlint@gmscfl.com](mailto:GFlint@gmscfl.com)

**With copies to:** Governmental Management Services-Central Florida LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: President, Darrin Mossing  
[DMossing@gmstnn.com](mailto:DMossing@gmstnn.com)

Governmental Management Services-Central Florida LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: Chief Operating Officer, Keith Nelson  
[KNelson@gmscfl.com](mailto:KNelson@gmscfl.com)

Governmental Management Services-Central Florida LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: Jeremy LeBrun, District Manager,  
[JLeBrun@gmscfl.com](mailto:JLeBrun@gmscfl.com)

Governmental Management Services-Central Florida LLC  
699 North Federal Highway, Suite 300  
Fort Lauderdale, FL 33304  
Attn: Kurt Zimmerman, Registered Agent  
[kurt@zimmermanlaw.com](mailto:kurt@zimmermanlaw.com)

**SECTION 9. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Flagler County, Florida.

**SECTION 10. E-VERIFY REQUIREMENTS.** The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement

is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 11. SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

**SECTION 12. AMENDMENTS.** Any amendment or change to this Agreement shall be in writing and executed by all Parties.

**SECTION 13. ACKNOWLEDGEMENT.** The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

**SECTION 14. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement..

**SECTION 15. INSURANCE.** The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following:

|                                                |             |
|------------------------------------------------|-------------|
| Workers' Compensation                          | Statutory   |
| General Liability                              |             |
| <i>Bodily Injury (including contractual)</i>   | \$1,000,000 |
| <i>Property Damage (including contractual)</i> | \$1,000,000 |
| Commercial Crime/Fidelity Insurance            | \$1,000,000 |
| Professional Liability Insurance               | \$2,000,000 |
| Automobile Liability (if applicable) *         | \$1,000,000 |
| <i>Bodily Injury and Property Damage</i>       |             |
| <i>Covering owned, non-owned, and hired</i>    |             |
| <i>vehicles</i>                                |             |

*\*Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insured, on a primary non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is **George Flint** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 344-4844, INFO@GMSCFL.COM WITH A COPY TO GFLINT@GMSCFL.COM, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**SECTION 17. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations,

covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 20. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 21. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** If applicable, the Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 22. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Manager acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Manager acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").



Manager acknowledges that the District may terminate this Agreement if the Manager is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Manager certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Manager shall immediately notify the District. By entering into this Agreement, Manager agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

**SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Manager agrees to execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with section 787.06(13), *Florida Statutes*.

**SECTION 24. MUNICIPAL ADVISOR STATEMENT.** The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the Effective Date.

**Attest:**

**RADIANCE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary  
Board Of Supervisors

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Chairperson/Vice Chairperson,  
Board of Supervisors

**GOVERNMENTAL MANAGEMENT  
SERVICES-CENTRAL FLORIDA, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

Its: \_\_\_\_\_

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

**EXHIBIT A**  
**SCOPE OF SERVICES**

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING  
SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

**Meetings, Hearings, Workshops, Etc.**

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

**Records**

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.
- The Manager will serve as the Custodian of Public Records for the District and fulfill the duties imposed upon the District by Florida Statutes, Chapter 119.

**District Operations**

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.

- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
  - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
  - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  - Provide the regular meeting schedule of the Board to County.
  - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
  - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
  - Transmit Public Facilities Report and related updates to appropriate agencies.
  - Prepare and file annual public depositor report.

#### **Accounting and Reporting**

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.

#### **Audits**

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

### **Budgeting**

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

### **Capital Program Administration**

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

### **Field Operations Management**

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, the Field Operations Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A.
- Create and maintain a fluid monthly report or action item list and present this report at all regularly scheduled Board of Supervisors Meetings.
- Engage and supervise all persons, as needed, necessary to properly maintain and operate the Property; this includes and is not limited to hired service vendors, maintenance staff, contracted vendors, and their subs.
- Purchase tools, equipment, supplies, and materials, ensuring, without qualification or exception, that the District is receiving the benefit and economies of competitive market prices.
- Solicit bids for services and materials and supplies to the District.
- Solicit, analyze, and negotiate informal contracts on behalf of the District, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property; all of which Service Contracts shall be

subject to prior approval of and be executed by an officer of the District designated by the Board.

- **Contract Management:** Oversee and manage District field contracts for Landscape Maintenance, Aquatic Maintenance, and other service vendors by meeting with, and coordinating with vendors as needed to ensure contractual standards are being satisfied. Deficiency reports will be created when it is prudent to do so to enhance performance.
- **Facility Management:** Perform routine inspections as needed and present areas of potential concern to the District as identified; site visits will be on average twice a month. This is to identify possible maintenance items and ensure contracted contractor supplemental work has been performed satisfactorily. Additionally, to proactively monitor the status of district assets.
- Correspond and communicate with the Board of Supervisors and District Staff to respond to the various needs of the District and Community.
- Provide regular reports to the Board regarding the status of pending and completed activities and operations affecting the District and the Property.

### **Field Maintenance Services**

- At the direction of the Board of Supervisors, District Manager, and/or Field Operations Manager, facilitate and carry out maintenance requests for the Community.
- Include supporting details on the invoices for each maintenance repair assignment, as well as for the Monthly Field Operations Report.
- Perform regular general maintenance services as requested at normal rates. This can be done through a monthly allowance for more rapid and voluminous work or proposals can be provided for individual projects.

## **FINANCIAL SERVICES**

### **Assessments & Revenue Collection**

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.



- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

### **DISTRICT RESPONSIBILITIES**

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

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**EXHIBIT B**  
**SCHEDULE OF FEES**

**STANDARD ON-GOING SERVICES (“SERVICES”):** These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

**1. DISTRICT MANAGEMENT SERVICES:**

| Services Description                                                                                                                                                                                                                                                                                                                            | Fiscal Year 2026<br>GMS Fees **                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>Management, Administrative, and Accounting Services</b> <ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments (plus reimbursables)</li> <li>Our Agreement contemplates up to 12 meetings and 1 workshop annually</li> </ul>                                                                                       | <b>\$40,000</b>                                |
| <b>Annual Assessment Administration</b> <ul style="list-style-type: none"> <li>(Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector)</li> <li>One-time Annual Fee charged when the annual assessment is certified.</li> </ul>                                                           | <b>\$6,000</b>                                 |
| <b>Information Technology Fees, Computer System Rental, &amp; Annual Website Maintenance</b> <ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments</li> <li>(Does not include the cost of creation of an ADA-Compliant website, if applicable. No Overage fees due to the number of pages stored by GMS.)</li> </ul> | <b>\$3,000</b>                                 |
| <b>Dissemination Agent Services</b> <ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments <ul style="list-style-type: none"> <li>o (\$2,500 for each additional series of Bonds)</li> </ul> </li> </ul>                                                                                                              | <b>\$5,000</b>                                 |
| <b>Field Operations Management</b> <ul style="list-style-type: none"> <li>Annual Fee paid in equal monthly payments.</li> <li>The Field Operations Manager is an onsite part-time position. <ul style="list-style-type: none"> <li>o Two on-site visits per month on average</li> </ul> </li> </ul>                                             | <b>Services Available<br/>To Be Negotiated</b> |
| <b>Annual Fiscal Year 2026 GMS Fees</b><br>(Prorated As Appropriate)                                                                                                                                                                                                                                                                            | <b>\$54,000</b>                                |

## 2. OTHER FEES SCHEDULE:

| Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Cost                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Package Hardcopy (if Applicable)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$2.50 per regular Agenda Mtg.</b>                                                                                                                       |
| <b>Copy</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$0.15 / black and white page</b>                                                                                                                        |
| <b>Binders, Envelopes, Storage Boxes, and other Office Supplies</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Actual Cost</b>                                                                                                                                          |
| <b>USPS / FedEx / UPS / Conference Calls</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Actual Cost</b>                                                                                                                                          |
| <b>Offsite Physical Records Storage and Archival</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$50.00 / Month</b>                                                                                                                                      |
| <b>Additional Services Available:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Cost</b>                                                                                                                                                 |
| <b>Other Services **</b> <ul style="list-style-type: none"> <li>New Bond Issuance Cost (per bond issue)</li> <li>Refinance Bond Issuance Cost (per bond issue)</li> <li>Debt Service Assessment Methodology Preparation</li> <li>SERC Preparation &amp; Assistance w/ Petition</li> <li>Prepaid Estoppel Letter – One Lot</li> <li>Prepaid Estoppel Letter – Multiple Lots</li> <li>Prepaid Estoppel Letter – Partial Payoffs</li> <li>Annual Construction Accounting Fee (while active)</li> <li>Request For Proposal Scope Preparation Documents (per RFP request - Landscaping, Irrigation, Aquatic, etc.)</li> </ul> | <b>\$25,000</b><br><b>\$15,000</b><br><b>\$20,000</b><br><b>\$5,000</b><br><b>\$100</b><br><b>\$250</b><br><b>\$299</b><br><b>\$2,500</b><br><b>\$3,500</b> |
| <b>Extended or Extra Board Meetings:</b> <ul style="list-style-type: none"> <li>Any extra meeting(s) or meeting duration exceeding a 3-hour duration may be charged a meeting overage fee.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>\$250/hr.</b>                                                                                                                                            |
| <b>Additional Services:</b> <ul style="list-style-type: none"> <li>All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                               | <b>To Be Negotiated</b>                                                                                                                                     |

| Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Cost                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>Standard Hourly Rates:</b> <ul style="list-style-type: none"> <li>The Hourly rate for the District Manager is \$175/Hour.</li> <li>The Hourly rate for the District Accountant is \$125/Hour.</li> <li>The Hourly rate for the Field Supervisor is \$100/Hour.</li> <li>The Hourly rate for the District Administrative Assistant is \$80/Hour.</li> </ul>                                                                                                                                | <b>As Defined</b>                               |
| <b>Out-of-Pocket Reimbursable Expenses</b> <ul style="list-style-type: none"> <li>Reimbursable expenses to be itemized on invoicing each month.</li> </ul>                                                                                                                                                                                                                                                                                                                                   | <b>At GMS Standard Rate or Costs</b>            |
| <b>Facility Maintenance and Repair Services</b> <ul style="list-style-type: none"> <li>GMS has a comprehensive on-site and insured maintenance service for small to medium-sized projects which can be provided at the direction of the District Board of Supervisors and/or the District Manager</li> </ul>                                                                                                                                                                                 | <b>At GMS Standard Rate or Costs + Expenses</b> |
| <b>Public Records Requests:</b> <ul style="list-style-type: none"> <li>Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS-CF by the District at the same rate.</li> </ul>                                                                                                                                                                                                                             | <b>As Defined</b>                               |
| <b>** For Fiscal Year 2026, with dates effective October 1st, 2025, through September 30th, 2026, the GMS fees are reflected in the Adopted 2026 Budget.</b>                                                                                                                                                                                                                                                                                                                                 |                                                 |
| Miscellaneous fees are reviewed annually by GMS. An itemization of all miscellaneous fees and units consumed is included in the monthly invoice and presented to the Board of Supervisors for approval as part of the agenda packages. GMS strives to work with the District to minimize reimbursable expenses by utilizing electronic agendas and similar approaches. Any additional insurance requirements will be treated as reimbursable expenses and invoiced to the District annually. |                                                 |

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# EXHIBIT C CERTIFICATE OF INSURANCE

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>CERTIFICATE OF LIABILITY INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DATE (MM/DD/YYYY)<br><b>09/30/2025</b> |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| <b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| <b>PRODUCER</b><br>Zelen Risk Solutions, Inc.<br>7964 Devoe Street<br>Jacksonville FL 32220                                                                                                                                                                                                                                                                                                                                                                                               | <b>CONTACT</b><br>NAME: <b>Holly Howe</b><br>PHONE (A/C No. Ext.): <b>(904) 262-8080</b> FAX (A/C No.): <b>(904) 262-1444</b><br>E-MAIL: <b>holly@zelenrisk.com</b><br>ADDRESS: _____<br><table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: <b>Northfield Insurance Company</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table> |                                        | INSURER(S) AFFORDING COVERAGE | NAIC #                                                                                                                                                                                                                                        | INSURER A: <b>Northfield Insurance Company</b> |                                                                                                                                                                                                                                                                                          | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| INSURER A: <b>Northfield Insurance Company</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| <b>INSURED</b><br>Governmental Management Services-Central<br>Florida, LLC<br>1001 Bradford Way<br>Kingston TN 37763-3146                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><b>COVERAGES</b></td> <td style="width: 33%;"><b>CERTIFICATE NUMBER:</b></td> <td style="width: 33%;"><b>REVISION NUMBER:</b></td> </tr> </table>                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        | <b>COVERAGES</b>              | <b>CERTIFICATE NUMBER:</b>                                                                                                                                                                                                                    | <b>REVISION NUMBER:</b>                        |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>CERTIFICATE NUMBER:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>REVISION NUMBER:</b>                |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ADDL SUBR INSR WVD                     | POLICY NUMBER                 | POLICY EFF (MM/DD/YYYY)                                                                                                                                                                                                                       | POLICY EXP (MM/DD/YYYY)                        | LIMITS                                                                                                                                                                                                                                                                                   |            |  |            |  |            |  |            |  |            |  |
| <b>A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        | <b>WS623406</b>               | <b>09/02/2024</b>                                                                                                                                                                                                                             | <b>09/02/2025</b>                              | EACH OCCURRENCE \$ <b>2,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>2,000,000</b><br>GENERAL AGGREGATE \$ <b>3,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b><br>\$ |            |  |            |  |            |  |            |  |            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                        |                               |                                                                                                                                                                                                                                               |                                                | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                                    |            |  |            |  |            |  |            |  |            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |                               |                                                                                                                                                                                                                                               |                                                | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                                                                 |            |  |            |  |            |  |            |  |            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | N/A                                    |                               |                                                                                                                                                                                                                                               |                                                | WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                              |            |  |            |  |            |  |            |  |            |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| Certificate holder, its officers, supervisors, agents, managers, engineers and staff are additional insureds with respect to the general liability when required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of the additional insureds when required by written contract.                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               |                                                                                                                                                                                                                                               |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |
| <b>CERTIFICATE HOLDER</b><br>Radiance CDD<br>219 E Livingston St<br><br>Orlando, FL 32801                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                               | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE <i>Vicky M. Zelen</i> <HH> |                                                |                                                                                                                                                                                                                                                                                          |            |  |            |  |            |  |            |  |            |  |

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ACORD 25 (2010/05)

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                                                  |                                                                                                                                |               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br><br>Edie Williams State Farm<br>330 A1A N Suite 324<br>Ponte Vedra, FL 32082 | <b>CONTACT NAME:</b> Angela Dietrich                                                                                           |               |
|                                                                                                                                                                                  | <b>PHONE (A/C, No, Ext):</b> 904-425-4054 <b>FAX (A/C, No):</b> 904-425-4049<br><b>E-MAIL ADDRESS:</b> Angela@EdieWilliams.com |               |
| <b>INSURED</b><br><br>Governmental Management Services Central FL LLC<br>1001 Bradford Way<br>Kingston, TN 37763                                                                 | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                           | <b>NAIC #</b> |
|                                                                                                                                                                                  | <b>INSURER A:</b> State Farm Mutual Automobile Insurance Company                                                               | 25178         |
|                                                                                                                                                                                  | <b>INSURER B:</b>                                                                                                              |               |
|                                                                                                                                                                                  | <b>INSURER C:</b>                                                                                                              |               |
|                                                                                                                                                                                  | <b>INSURER D:</b>                                                                                                              |               |
|                                                                                                                                                                                  | <b>INSURER E:</b>                                                                                                              |               |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                                                                        |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |           |          | K20 4805-B15-59 | 02/15/2025              | 08/15/2026              | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$ 1,000,000<br>BODILY INJURY (Per accident) \$ 1,000,000<br>PROPERTY DAMAGE (Per accident) \$ 1,000,000<br>\$      |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                    |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                   |           | N/A      |                 |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Radiance Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives is Additional Insured with regard to Auto Liability.

The insurance is Primary and Non-Contributory with respects to claims arising out of the operation of the described vehicle.

Waiver of Subrogation under the Liability Coverage and Property Damage Coverage.

If Liability Coverage or Property Damage Liability Coverage is changed or terminated as to the interest of the Additional Insured, we will provide the Additional Insured 10 days notice of such change or termination unless another number of days notice is shown on the Declarations Page.

|                                                                                                |                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Radiance CDD<br>219 E. Livingston Street<br>Orlando, FL 32081 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Angela Dietrich</i> |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ACORD 25 (2016/03)

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**EXHIBIT D**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, Kelly Adams, as Director of Human Resources, on behalf of Governmental Management Services – Central Florida, LLC (the "Manager"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Manager: Governmental Management Services –  
Central Florida LLC

By: Kelly Adams

Name: Kelly Adams

Title Director of Human Resources

Date: 12/6/2024

STATE OF ~~FLORIDA~~ Tennessee  
COUNTY OF Reana

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote notarization by  
Amanda Jones, as \_\_\_\_\_, of \_\_\_\_\_, who is ☒  
personally known to me or ☐ who produced \_\_\_\_\_ as identification this 6 day of  
December, 2024.

(Notary Seal)

Amanda Jones  
Notary Public



## EXHIBIT 12

**RESOLUTION 2026-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Radiance Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

**SECTION 1.** The following are appointed as Officers of the District effective 12:00 a.m. on November 17, 2025:

|                            |                                          |
|----------------------------|------------------------------------------|
| <u>George Flint</u>        | is appointed Secretary;                  |
| <u>Jill Burns</u>          | is appointed as Treasurer;               |
| <u>Jeremy LeBrun</u>       | is appointed as Assistant Secretary;     |
| <u>Katie Costa</u>         | is appointed as Assistant Treasurer;     |
| <u>Alison Mossing</u>      | is appointed as Assistant Treasurer; and |
| <u>Darrin Mossing, Sr.</u> | is appointed as Assistant Treasurer.     |

**SECTION 2.** As of 11:59 p.m. on November 16, 2025, any Officer who is a past or present employee of Vesta Property Management or Vesta District Services, Inc. is removed without further action of the Board.

**SECTION 3.** This Resolution supersedes any prior appointments made by the Board for Secretary, Treasurer, Assistant Secretaries, and Assistant Treasurers, with the exception that current Board members who are not the Chairperson or Vice Chairperson shall remain Assistant Secretaries.

**[SIGNATURE PAGE TO FOLLOW]**

**SECTION 5.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF OCTOBER 2025.**

**ATTEST:**

**RADIANCE COMMUNITY DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chair / Vice Chair, Board of Supervisors

## EXHIBIT 13

**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO REMOVE AND APPOINT SIGNORS ON THE BANK ACCOUNT; AND PROVIDING 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's Board of Supervisors desires to remove prior authorized signatories of the local bank account for the District and appoint the Secretary and Treasurer as signors on the account.

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

1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Manager is directed to update the records of the local bank account at \_\_\_\_\_ for the District. Secretary and Treasurer shall be appointed as signors on the account.

2. **EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of October, 2025.

ATTEST:

**RADIANCE COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

## EXHIBIT 14

**RESOLUTION 2026-05**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING 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 desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

**1. PRIMARY ADMINISTRATIVE OFFICE.** The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at the offices of primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at c/o Governmental Management Services-Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

**2. PRINCIPAL HEADQUARTERS.** The District's principal headquarters for purposes of establishing proper venue shall be located at the offices of Governmental Management Services at 393 Palm Coast Pkwy SW, #4, Palm Coast, FL 32137, and within Flagler County, Florida.

**3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of October, 2025.

ATTEST:

**RADIANCE COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors



## EXHIBIT 15

**RESOLUTION 2026-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RADIANCE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Radiance Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Flagler County, Florida; 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; and

**WHEREAS**, the Board desires to amend its adopted annual meeting schedule for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“Fiscal Year 2025-2026”), attached as **Exhibit A**.

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

**SECTION 1.** The Amended 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.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of October, 2025.

ATTEST:

**RADIANCE COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** Amended Fiscal Year 2025-2026 Annual Meeting Schedule

**Exhibit A**

**BOARD OF SUPERVISORS MEETING DATES  
RADIANCE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025-2026  
(AMENDED)**

The Board of Supervisors of the Radiance Community Development District will hold their regular meetings for Fiscal Year 2025-2026 at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida 32164 at 12:30 p.m., or as shortly thereafter as reasonably possible, as follows:

**November 21, 2025  
December 19, 2025  
January 16, 2026  
February 20, 2026  
March 20, 2026  
April 17, 2026  
May 15, 2026  
June 19, 2026  
July 17, 2026  
August 21, 2026  
September 18, 2026**

The meetings are open to the public and will be conducted in accordance with the provisions 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 Governmental Management Services, 219 East Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524 ("District Office").

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 (813) 933-5571 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.