Flagler County Board of County Commissioners
Consent: BOCC Departments / Agenda Item 7.e.

Meeting Date:	November 16, 2026
Department Contact:	Sarah Spector, County Attorney
Subject:	**Approval of Termination of Radiance F/K/A Eagle Lakes Transportation Impact Fee Agreement.**

Overview/Summary:
RLS-KL RADIANCE, LLC is the current owner of certain lands contained within the Radiance development now referred to as Radiance South ("Project"). The Project, as revised over time, is described in the Amended and Restated Planned Unit Development Agreement for Eagle Lakes, recorded in Official Records Book 2710, Page 1416 *et seq.*of the Public Records of Flagler County, Florida (the "PUD Agreement").

Developer's predecessor, Venture 8, LLC, a Florida limited liability company, and County entered into a Transportation Impact Fee Credit Agreement, recorded in Official Records Book 2844, Page 1346 *et seq.* of the Public Records of Flagler County, Florida (the "Impact Fee Agreement") for the purpose of memorializing the entitlement to a dollar-for-dollar credit on traffic impact fees based on the construction of a traffic circle at the intersection of Old Kings Road and Bulow Boulevard established in Section 3.1(b) of the PUD Agreement (the "Traffic Circle").

The PUD Agreement was amended by the First Amendment to the Amended and Restated Planned Unit Development Agreement for Radiance f/k/a Eagle Lakes, recorded in Official Records Book 3088, Page 1017 *et seq.* of the Public Records of Flagler County, Florida (the "PUD Agreement Amendment"). The PUD Agreement Amendment, in part, deleted the requirement to design, permit and construct the Traffic Circle, instead requiring Developer to install those traffic improvements identified in a traffic impact analysis approved by the County.

With the deletion of the Traffic Circle requirement, there is no longer a need for the Impact Fee Agreement. Staff is asking the Board of County Commissioners to consider the Termination of Transportation Impact Fee Credit Agreement for the purpose of formally terminating the Impact Fee Agreement.

Strategic Plan:
Focus Area: Growth and Infrastructure
Goal 1 - Provide Quality Fundamental Infrastructure and Assets
Objective GI 1.2: Expand and improve infrastructure to support commercial/industrial and residential growth

Funding Information:
There is no funding associated with this item. With the termination of the Transportation

Impact Fee Agreement, the Developer will now be required to pay the required transportation impact fees to the County at the time of development.

Recommendations:
Staff recommends that the Board approve the termination of the Transportation Impact Fee Agreement relative to Radiance F/K/A Eagle Lakes and authorize the Chair to execute same for recording in the Public Records of Flagler County, Florida.

Attachments:
1. Radiance Termination of Transportation Impact Fee Credit Agreement
2. Radiance Transportation Impact Fee Credit Agreement

TERMINATION OF
TRANSPORTATION IMPACT FEE CREDIT AGREEMENT

THIS TERMINATION OF TRANSPORTATION IMPACT FEE CREDIT AGREEMENT ("Termination") is made this 16th day of November, 2026, by and among FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), and RLS-KL RADIANCE, LLC, a Delaware limited liability company ("Developer").

RECITALS:

1. Developer is the current owner of certain lands contained within the Radiance development ("Project"), as described in and approved by the Amended and Restated Planned Unit Development Agreement for Eagle Lakes, recorded in Official Records Book 2710, Page 1416 *et seq.* of the Public Records of Flagler County, Florida (the "PUD Agreement").

2. Developer's predecessor, Venture 8, LLC, a Florida limited liability company, and County entered into that certain Transportation Impact Fee Credit Agreement, recorded in Official Records Book 2844, Page 1346 *et seq.* of the Public Records of Flagler County, Florida (the "Impact Fee Agreement") for the purpose of memorializing the entitlement to a dollar-for-dollar credit on traffic impact fees based on the construction of a traffic circle at the intersection of Old Kings Road and Bulow Boulevard established in Section 3.1(b) of the PUD Agreement (the "Traffic Circle").

3. The PUD Agreement was amended by the First Amendment to the Amended and Restated Planned Unit Development Agreement for Radiance f/k/a Eagle Lakes, recorded in Official Records Book 3088, Page 1017 *et seq.* of the Public Records of Flagler County, Florida (the "PUD Agreement Amendment").

4. The PUD Agreement Amendment, in part, deleted the requirement to design, permit and construct the Traffic Circle, instead requiring Developer to install those traffic improvements identified in a traffic impact analysis approved by the County.

5. With the deletion of the Traffic Circle requirement, there is no longer a need for the Impact Fee Agreement.

6. County and Developer desire to formally terminate the Impact Fee Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals: The above stated Recitals are incorporated herein as Findings of Facts.

2. Termination: The Impact Fee Agreement is hereby terminated and shall be considered null and void and of no further effect as of the recording of this Termination in the Public Records of Flagler County, Florida.

[Signatures on following pages.]

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date set forth above.

FLAGLER COUNTY,
a political subdivision of the State of Florida

By: _____
Leann Pennington, Chair
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ATTEST:

By: _____
Tom Bexley, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

By: _____
Sarah E. Spector, Assistant County Attorney

WITNESSES:

Print Name: Kristen Dennis
Address: 14025 Riveredge Dr., #175
Tampa, FL 33637

Print Name: Darlene J. Miklos
Address: 14025 Riveredge Dr., #175
Tampa, FL 33637

RLS-KL RADIANCE LLC,
a Delaware limited liability company

By:
Print Name: James P. Harvey
Title: Authorized Signatory
Date: November 3, 2026

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledge before me, by means of [X] physical presence or [ ] remote online notarization, on this 3rd day of November, 2026, by James P. Harvey, as Authorized Signatory of RLS-KL RADIANCE LLC, who [ ] has produced valid government identification or [X] is personally known to me.

(SEAL)

NOTARY PUBLIC

DARLENE J. MIKLOS
MY COMMISSION # HH 711153
EXPIRES: August 17, 2029

Instrument No: 2024005001 2/7/2024 9:06 AM BK: 2844 PG: 1346 PAGES: 11 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

TRANSPORTATION IMPACT FEE CREDIT AGREEMENT

THIS TRANSPORTATION IMPACT FEE CREDIT AGREEMENT ("Agreement") is made this 5th day of February, 2024, by and among the BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, a Political Subdivision of the State of Florida ("County"), and VENTURE 8, LLC, a Florida Limited Liability Company ("Venture 8").

RECITALS:

1. Venture 8 is the Owner of certain lands contained within the Radiance development ("Project"), as described and approved in Planned Unit Development Agreement recorded in the Official Records of Flagler County at OR Book 2710 and Page 1416 (the "PUD Agreement").

2. Pursuant to the PUD Agreement, Venture 8 shall design, permit and construct a roundabout traffic improvement located on South Old Kings Road, Flagler County, Florida at the northern entrance of the Project (the "Development Property") as generally depicted by the Concept Plan of the PUD Agreement approved by the County and as depicted on Exhibit "A", attached hereto and incorporated herein.

3. The County requires any person who seeks to develop land within Flagler County, as evidenced by such person's application for a building permit or certificate of occupancy ("Feepayer"), to pay a transportation impact fee to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide transportation facilities necessitated in part by the Feepayer's development.

4. Section 3.1 of the PUD Agreement allows impact fee credits to be granted for the construction of said round about traffic improvement ("Impact Fee Credits").

5. Pursuant to the terms of the PUD Agreement, County and Venture 8 desire to set forth their agreement to establish the terms upon which the Impact Fee Credits will be granted for Venture 8's roundabout traffic improvement contributions that are being made at this time or in the near future.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals: The above stated Recitals are incorporated herein as Findings of Facts.

2. Impact Fee Credits: Venture 8 will provide the County documentary evidence of actual expenses or obligations incurred in constructing the roundabout, and the County will provide Venture 8 Impact Fee Credits for those costs and/or obligations up to the maximum sum shown on Exhibit "B" of $2,588,904.54. The cost calculation shall include design, permitting, mitigation (if applicable), right of way donation/acquisition, and installation of the roundabout. The Parties acknowledge and agree that the cost calculation will be based upon the actual costs expended by Venture 8 and the roundabout being designed in accordance with Florida Department of Transportation standards. Such Impact Fee Credits shall be awarded to Venture 8, its successors and assigns, immediately upon VENTURE 8 taking each of the actions described in Exhibit "B".

Unofficial Copy

3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the Project shall pay the amount due under the County's Transportation Impact Fee Ordinance directly to Venture 8. Venture 8 shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are paid directly to Venture 8. Then, for so long as the total Transportation Impact Fee Credits for which Venture 8 has issued vouchers under this Agreement is less than the total Transportation Impact Fee Credits authorized by this Agreement, Venture 8 shall issue to such Feepayer a voucher evidencing full payment of Transportation Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy.

4. The voucher issued by Venture 8 shall be in substantially similar form to Exhibit "C" attached hereto and shall contain a statement setting forth the amount of Transportation Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from the Transportation Impact Fee Credit Account for the Project. In the event that the County institutes an alternate mechanism to the current voucher for Impact Fee Credits, such as a voucherless system, Developer and Feepayer may use said alternate system.

5. In the event that Venture 8 determines to sell all or part of the Project, Venture 8 may sell, transfer, assign or convey its Developer Rights and any of its interest in part of the Transportation Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the Project for such consideration as Venture 8 in its sole discretion, determines. In such event, Venture 8 shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Transportation Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Transportation Impact Fee Credits, if any, shall remain vested in Venture 8.

6. The Parties agree that no impact fee credit may be used or applied to development outside of Expenditure District #1 (unincorporated county east of the F.E.C. railroad right of way as reflected in Flagler County's Comprehensive Impact Fee Ordinance). Venture 8 acknowledges that only one Impact Fee Credit account may exist at any given time for the Development Property.

7. On or before January 31 of each year, so long as their remains any Transportation Impact Fee Credits, Venture 8 shall prepare and deliver to the County Planning Department an annual report setting forth the amount of Transportation Impact fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Transportation Impact Fee Credits.

8. At such time as the Transportation Impact Fee Credits provided for hereunder have been exhausted, Venture 8 or any Feepayer seeking building permits or certificates of occupancy within the Project shall pay the County the Transportation Impact Fees as are then due and payable under the Transportation Impact Fee Ordinance in effect at that time. Until such time, any Feepayer within the project shall be instructed by the County to pay its Transportation Impact Fees directly to Venture 8.

9. Miscellaneous Provisions

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a. This Agreement shall be constructed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Transportation Impact Fee Ordinance and other applicable ordinances. Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.

b. The Parties agree that the total amount of impact fee credits to be available under this Agreement shall not exceed the total amount of transportation impact fees due for the Project. The parties further agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County Attorney's Office that the Transportation Impact Fee Credits identified or granted by this Agreement are limited to the amount of Impact Fees which are due or become due within the Development.

c. In construing the Agreement, the singular shall be held to include the plural, and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.

d. All of the exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

e. The Agreement and any Exhibits made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

f. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

g. All covenants, agreements, representation and warranties made herein shall be deemed to be material and relied on by each party to this Agreement.

h. This Agreement is recognized as being subject to the laws of Florida and the Ordinances of Flagler County, Florida and therefore all applicable provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provisions, such provision shall apply.

i. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Impact Fees, or, if levied, to levy them for any certain amount.

SIGNATURES OMITTED TO NEXT PAGE

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IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date set forth above.

FLAGLER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS,
a Political Subdivision of the State of Florida

By: _____
Andrew S. Dance, Chair

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ATTEST:

By: _____
Tom Bexley, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

By: Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2024.01.24 10:26:32 -05'00'
Sean S. Moylan, Deputy County Attorney

Unofficial Copy

Attest:

Name: Michael Thber

Name: Theresa LaCombe

Venture 8, LLC,
a Florida limited liability company

By:

Name: John Schneidy Sr.

Title: Manager

Date: 2/5/2024

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument is hereby acknowledge before me, by means of [X] physical presence or [ ] remote online notarization, on this 5 day of February, 2024, by John Schneidy Sr., as Manager of Venture 8, LLC, who [ ] has produced valid government identification or [X] is personally known to me.

(SEAL)

NOTARY PUBLIC

Mckayla Sisler
Notary Public - State of Florida
Commission: GG959154
Expires: 02/17/2024

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EXHIBIT A

Unofficial Copy



Unofficial Copy

EAGLE LAKES SINGLE FAMILY - SOUTH
OFFSITE IMPROVEMENTS
FLAGLER COUNTY, FLORIDA

ROUNDABOUT
OLD KING RD / AUDOBON WAY

FEBRUARY 2023
SCALE: AS SHOWN
DESIGNED BY: XXX
DRAWN BY:
CHECKED BY: KKJ

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
102 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM
REGISTRY NO: 696

NO. REVISIONS DATE BY

EXHIBIT B

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OPINION OF PROBABLE COST

Oct-23

Flagler County
OFFSITE ROUNDABOUT OLD KINGS ROAD

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	ROADWAY				
0110 1 1	CLEARING AND GRUBBING	AC	5.37	$50,028.01	$ 268,499.57
0120 1	REGULAR EXCAVATION	CY	2462.9	$4.07	$ 10,024.00
0120 6	EMBANKMENT	CY	2787.4	$3.57	$ 9,951.02
0160 4	TYPE B STABILIZATION	SY	5119	$7.67	$ 39,265.35
0285706	OPTIONAL BASE, BASE GROUP 06	SY	5119	$19.30	$ 98,803.29
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	3040	$4.06	$ 12,343.42
0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 76-22	TN	1552.0	$157.43	$ 244,328.39
0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	673.4	$165.89	$ 111,715.72
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	194	$192.73	$ 37,409.54
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	1394	$35.87	$ 50,019.64
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	2346	$39.47	$ 92,596.62
0520 2 4	CONCRETE CURB, TYPE D	LF	198	$51.50	$ 10,192.88
0520 2 8	CONCRETE CURB, TYPE RA	LF	254	$50.56	$ 12,866.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2254	$66.81	$ 150,578.68
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1020	$104.57	$ 106,621.31
0570 1 2	PERFORMANCE TURF, SOD	SY	10057	$5.03	$ 50,587.40
	ROADWAY SUBTOTAL	$			1,305,802.82

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	SIGNING AND PAVEMENT MARKING ITEMS				
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	37	$448.31	$ 16,587.47
0700 1 60	SINGLE POST SIGN, REMOVE	AS	3	$37.94	$ 113.82
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	131	$4.03	$ 527.93
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.636	$11,866.43	$ 7,549.81
0710 11102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	GM	0.027	$1,702.62	$ 46.75
0710 11123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR CROSSWALK AND ROUNDABOUT, 12"	LF	282	$1.07	$ 301.47
0710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID OR DIAGONAL OR CHEVRON, 18"	LF	33	$1.59	$ 53.12
0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	270	$1.33	$ 359.63
0710 11141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6-10 DOTTED EXTENSION, 6"	GM	0.073	$703.35	$ 51.40
0710 11160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	5	$41.26	$ 206.30
0710 11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	1	$30.30	$ 30.30
0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.733	$1,184.00	$ 868.42
0710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID OR DIAGONAL OR CHEVRON, 18"	LF	199	$1.52	$ 302.12
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	45	$2.72	$ 121.83
	SIGNING SUBTOTAL	$			27,120.38

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	DRAINAGE				
0104 10 3	SEDIMENT BARRIER	LF	4043	$2.45	$ 9,905.35
0104 18	INLET PROTECTION SYSTEM	EA	8	$200.31	$ 1,602.48
0430 94 3	DESILITING PIPE, 0-12"	LF	50	$28.54	$ 1,433.85
0425 1931	INLETS, CURB, TYPE P-3, <10'	EA	2	$11,160.95	$ 22,321.90
0430 174 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	LF	25	$190.34	$ 4,758.50
0430 982 125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	2	$2,969.96	$ 5,939.92
	DRAINAGE SUBTOTAL	$			45,962.00

CONSTRUCTION CATEGORIES TOTAL	$ 1,378,885.20

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
102 1	MAINTENANCE OF TRAFFIC (15%)	LS	1	-	$ 206,832.78
101 1	MOBILIZATION (10%)	LS	1	-	$ 158,571.80
	CONSTRUCTION MANAGEMENT (15%)	LS	1	-	$ 261,643.47

CONTINGENCY (25%)	$ 344,721.30
CONSTRUCTION TOTAL	$ 2,350,654.54
OFFSITE DESIGN FEE	$ 238,250.00
GRAND TOTAL	$ 2,588,904.54

NOTE:

THE CONSULTANT HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS. OPINIONS OF PROBABLE COSTS PROVIDED HEREIN ARE BASED ON THE INFORMATION KNOWN TO CONSULTANT AT THIS TIME AND REPRESENT ONLY THE CONSULTANT'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. THE CONSULTANT CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM ITS OPINIONS OF PROBABLE COSTS.

THE UNIT PRICES FOR THIS OPINION OF PROBABLE COSTS ARE BASED OFF OF FDOT'S MARKET AREA MOVING AVERAGE (MARKET 07 - FLAGLER COUNTY, UPDATED 07/24/2023)

* COST ASSUMES INSTALLATION OF NEW MATERIAL

EXHIBIT C

Unofficial Copy

Exhibit C

Voucher #1

Flagler County Impact Fee Voucher

KOLTER GROUP ACQUISITIONS LLC.

1. Name and address of Developer/Grantor: _____
2. Name and address of Grantee: _____
3. Legal description of subject property: _____
4. Subdivision or Master Development Plan name: _____

Unofficial Copy

The undersigned Developer/Grantor confirms that it has received from _____ on _____, 20___ funds sufficient for the following impact fees required under the applicable Flagler County Impact Fee Ordinance, as indicated below. Developer/Grantor gives notice to Flagler County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

Ordinance #2021-09 in the amount of $_____

By: _____

Print: _____

Its: _____