

**THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDING SHOULD BE RETURNED TO:**

SCOTT A. COOKSON, ESQ.  
SHUFFIELD, LOWMAN & WILSON, P.A.  
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FLAGLER COUNTY PARCEL ID Nos.: 22-12-31-0000-01010-0011; 26-12-31-0000-01010-0010; 27-12-31-0000-01010-0000; 27-12-31-0000-01010-0030; 27-12-31-0000-01020-0010; 27-12-31-0000-01020-0020; 27-12-31-0000-01020-0030; 34-12-31-0650-000D0-0072; 34-12-31-0650-000D0-0080; 35-12-31-0000-02010-0040

**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, executed the 4<sup>th</sup> day of October 2024, by **VENTURE 8, LLC**, a Florida limited liability company ("**Grantor**"), having a mailing address of Post Office Drawer 2140, Daytona Beach, Florida 32115, in favor of **RLS-KL RADIANCE LLC**, a Delaware limited liability company ("**Grantee**"), having a mailing address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637.

**W I T N E S S E T H:**

Grantor, in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situate in Flagler County, Florida, more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO (the "Property").**

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor party, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

**SUBJECT TO** Taxes and assessments for the year 2024 and all subsequent years, not yet due and payable, and to those matters set forth in **Exhibit "B"** attached hereto and made a part hereof; however, reference herein shall not reimpose same.

**AND GRANTOR** covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under Grantor, but none other.

*[Signature Page Follows]*



**Exhibit "A"**  
**Property**

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 22, 26, 27, 34 AND 35, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT SECTION 27, TOWNSHIP 12 SOUTH, RANGE 31 EAST; THENCE N88°51'59"E ALONG THE NORTH LINE OF SAID SECTION 27 FOR A DISTANCE OF 883.13 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE S18°19'40"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING AND A POINT OF A NON-TANGENT CURVE BEING THE EASTERLY LINE OF A 200' PERPETUAL DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 549, PAGES 961-964; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN EASTERLY ALONG THE EASTERLY LINE OF SAID DRAINAGE EASEMENT, 216.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.93 FEET AND A CENTRAL ANGLE OF 24°45'26" (CHORD BEARING N 77°18'42" E, 214.34 FEET); THENCE DEPARTING THE EASTERLY LINE OF SAID DRAINAGE EASEMENT, N 64°55'59" E, A DISTANCE OF 2688.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT RIGHT-OF-WAY); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT THREE CALLS, RUN S 26°39'09" E, A DISTANCE OF 1575.64 FEET; THENCE SOUTHEASTERLY, 271.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5679.65 FEET AND A CENTRAL ANGLE OF 02°44'15" (CHORD BEARING S 25°17'02" E, 271.34 FEET); THENCE S 23°54'54" E, A DISTANCE OF 178.81 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, S 61°47'39" W, A DISTANCE OF 1000.04 FEET; THENCE S 26°37'56" E, A DISTANCE OF 394.86 FEET; THENCE N 61°47'39" E, A DISTANCE OF 230.32 FEET; THENCE S 26°37'56" E, A DISTANCE OF 705.14 FEET; THENCE N 61°47'39" E, A DISTANCE OF 750.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT FOUR CALLS: S 26°38'09" E, A DISTANCE OF 466.61 FEET; THENCE SOUTHEASTERLY, 259.33 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5779.65 FEET AND A CENTRAL ANGLE OF 02°34'15" (CHORD BEARING S 27°55'17" E, 259.31 FEET); THENCE S 29°12'24" E, A DISTANCE OF 1631.99 FEET; THENCE SOUTHEASTERLY, 81.96 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.93 FEET AND A CENTRAL ANGLE OF 01°40'06" (CHORD BEARING S 28°22'22" E, 81.96 FEET); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, S 89°00'32" W, A DISTANCE OF 374.05 FEET; THENCE S 22°30'26" E, A DISTANCE OF 614.01 FEET; THENCE N 89°00'32" E, A DISTANCE OF 374.32 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF OLD KINGS ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY S 20°36'54" E, A DISTANCE OF 53.09 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, S 89°00'32" W, A DISTANCE OF 968.74 FEET; THENCE S 01°01'16" E, A DISTANCE OF 660.16 FEET; THENCE S 01°50'43" W, A DISTANCE OF 200.27 FEET;

THENCE N 88°59'35" E, A DISTANCE OF 547.76 FEET; THENCE S 15°12'02" W, A DISTANCE OF 1089.80 FEET; THENCE S 00°55'04" E, A DISTANCE OF 1281.08 FEET; THENCE S 09°25'13" W, A DISTANCE OF 627.21 FEET; THENCE S 67°07'09" W, A DISTANCE OF 835.39 FEET TO THE CENTER OF THE KORONA CANAL AS RECORDED IN O.R. BOOK 459, PAGE 127 AND O.R. BOOK 28, PAGE 94, THENCE ALONG THE CENTER LINE OF SAID KORONA CANAL, N 73°59'58" W, A DISTANCE OF 1007.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (R/W VARIES) THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY OF INTERSTATE 95 THENCE N 20°45'40" W, A DISTANCE OF 1579.44 FEET; THENCE N 34°47'51" W, A DISTANCE OF 206.16 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, N 06°06'10" W, A DISTANCE OF 276.62 FEET; THENCE N 20°45'41" W, A DISTANCE OF 40.00 FEET; THENCE, S 69°14'19" W, A DISTANCE OF 70.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 20°45'40" W, A DISTANCE OF 39.97 FEET; THENCE NORTHERLY, 1453.63 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 34227.47 FEET AND A CENTRAL ANGLE OF 02°26'00" (CHORD BEARING N 19°32'40" W, 1453.52 FEET); THENCE N 18°19'40" W, A DISTANCE OF 343.18 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, N 03°40'43" W, A DISTANCE OF 276.61 FEET; THENCE N 18°20'14" W, A DISTANCE OF 40.00 FEET; THENCE S 71°39'46" W, A DISTANCE OF 69.95 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 18°19'40" W, A DISTANCE OF 4519.64 FEET TO THE POINT OF BEGINNING.

**Exhibit "B"**  
**Permitted Exceptions**

1. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.
2. Canal and Drainage Right-of-Way Easement in favor of Flagler County Board of County Commissioners, as recorded in Official Records Book 619, Page 159, of the Public Records of Flagler County, Florida.
3. Post Closing Agreement and Easement as set forth in instrument recorded in Official Records Book 1148, Page 717, of the Public Records of Flagler County, Florida.
4. Flagler County-Eagle Lakes Developer's Agreement for Utilities for a Portion of Phase 1 as set forth in instrument recorded in Official Records Book 1405, Page 1219, and Flagler County-Eagle Lakes 2nd Developer's Agreement for Utilities Phase 2 Permanent Utilities Program recorded in Official Records Book 1422, Page 830, of the Public Records of Flagler County, Florida.
5. Ordinance No. 2005-26 as recorded in Official Records Book 1617, Page 833, of the Public Records of Flagler County, Florida.
6. Easement in favor of TLC Properties, Inc. recorded in Official Records Book 1665, Page 1729, as affected by the Corporate Affidavit recorded in Official Records Book 1665, Page 1717, of the Public Records of Flagler County, Florida.
7. Non-Exclusive Ingress and Egress Easement recorded in Official Records Book 1993, Page 1027, together with and as affected by the Amended and Restated Ingress and Egress Easement Agreement recorded in Official Records Book 2847, Page 1536 of the Public Records of Flagler County, Florida.
8. Ordinance No. 2014-03 as recorded in Official Records Book 2027, Page 235, of the Public Records of Flagler County, Florida.
9. Ordinance No. 2019-11 as recorded in Official Records Book 2359, Page 58, of the Public Records of Flagler County, Florida.
10. Agreement for a Potable Water Interconnection for Emergency Fire Protection recorded in Official Records Book 2027, Page 317, and Agreement for Transfer of Water and Wastewater Assessments recorded in Official Records Book 2027, Page 378, together with

and as affected by the Assignment recorded in Official Records Book 2052, Page 666, of the Public Records of Flagler County, Florida.

11. Unrecorded Lease Agreement No. 13451, dated July 30, 2008, between Venture 8, LLC, as successor in interest to Hometown Communities, Inc. (Landlord) and Clear Channel Outdoor, Inc., a Delaware corporation (Tenant).
12. Unrecorded Lease Agreement No. 13452, dated July 30, 2008, between Venture 8, LLC, as successor in interest to Hometown Communities, Inc. (Landlord) and Clear Channel Outdoor, Inc., a Delaware corporation (Tenant).
13. Unrecorded Lease Agreement dated July 28, 2020, by and between Venture 8, LLC (Lessor) and Bar J, LLC (Lessee).
14. Notice of Establishment of Radiance Community Development District recorded in Official Records Book 2709, Page 493, together with and as affected by the Notice of Boundary Amendment recorded in Official Records Book 2864, Page 1710, of the Public Records of Flagler County, Florida.
15. Ordinance No. 2022-15 recorded in Official Records Book 2732, Page 135, of the Public Records of Flagler County, Florida.
16. Ordinance No. 2022-10 recorded in Official Records Book 2710, Page 1416, of the Public Records of Flagler County, Florida.
17. Ordinance No. 2022-16 recorded in Official Records Book 2732, Page 140, of the Public Records of Flagler County, Florida.
18. Public School Proportionate Share Mitigation Agreement recorded in Official Records Book 2822, Page 588, of the Public Records of Flagler County, Florida. Such Agreement provides and establishes for terms, conditions, obligations, restrictions, fees, and costs.
19. Transportation Impact Fee Credit Agreement recorded in Official Records Book 2844, Page 1346, of the Public Records of Flagler County, Florida. Such Agreement provides and establishes for terms, conditions, obligations, restrictions, fees, and costs.