

# **FIRELIGHT**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**August 28, 2025**

**BOARD OF SUPERVISORS  
PUBLIC HEARING  
AND REGULAR  
MEETING AGENDA**

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Firelight Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

August 21, 2025

Board of Supervisors  
Firelight Community Development District

Dear Board Members:

The Board of Supervisors of the Firelight Community Development District will hold a Public Hearing and Regular Meeting on August 28, 2025 at 1:30 p.m., at 4161 Tamiami Trail, Building 5, Unit 501, Port Charlotte, Florida 33952. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Appointed Supervisor David Truxton - Seat 3 *(the following to be provided under separate cover)*
  - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-08, Electing and Removing Certain Officers of the District and Providing for an Effective Date
5. Consideration of Ancillary Agreements
  - A. Acquisition Agreement [Series 2025 Project]
  - B. Collateral Assignment and Assumption of Development Rights
  - C. Completion Agreement [Series 2025]
  - D. Declaration of Consent
  - E. True-Up Agreement
6. Consideration of Work Product Acquisition Package *(to be provided under separate cover)*
7. Consideration of Utilities Credit Agreement *(to be provided under separate cover)*

**ATTENDEES:**

**Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.**

8. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
  - A. Affidavit of Publication
  - B. Consideration of Resolution 2025-09, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
9. Consideration of Budget Funding Agreement FY 2026
10. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
  - A. Consideration of Resolution 2025-10, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024
11. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
  - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
12. Ratification of Charlotte County Utilities Service Agreement
13. Acceptance of Unaudited Financial Statements as of July 31, 2025
14. Approval of June 16, 2025 Special Meeting Minutes
15. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Atwell, LLC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - 0 Registered Voters in District as of April 15, 2025
    - NEXT MEETING DATE: September 25, 2025 at 11:00 AM

○ QUORUM CHECK

SEAT 1	JOHN LEINAWEAVER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	SANDY FOSTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DAVID TRUXTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KRIS WATTS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JENNINGS DePRIEST	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO



16. Board Members' Comments/Requests
17. Public Comments
18. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930 or Kristen Thomas at (561) 517-5111.

Sincerely,



Daniel Rom  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 528 064 2804**

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

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

The foregoing oath was administered before me before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Firelight Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

-----  
MAILING ADDRESS: ☐ Home ☐ Office County of Residence \_\_\_\_\_

\_\_\_\_\_  
Street

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2025-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT ELECTING AND  
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the Firelight 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 elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF FIRELIGHT COMMUNITY DEVELOPMENT  
DISTRICT THAT:**

**SECTION 1.** The following is/are elected as Officer(s) of the District effective August 28, 2025:

\_\_\_\_\_ is elected Chair  
\_\_\_\_\_ is elected Vice Chair  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of August 28, 2025:

Priscilla Heim \_\_\_\_\_ Assistant Secretary \_\_\_\_\_  
\_\_\_\_\_

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

Kristen Thomas is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED** this 28th day of August, 2025.

ATTEST:

**FIRELIGHT COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5A**



**AGREEMENT BETWEEN THE FIRELIGHT COMMUNITY DEVELOPMENT  
DISTRICT, WILMINGTON LAND COMPANY AND ZEMEL LAND PARTNERS, LLC  
REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT AND  
INFRASTRUCTURE  
(SERIES 2025 PROJECT)**

This Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between:

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Charlotte County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

**WILMINGTON LAND COMPANY**, a Florida corporation and developer of the lands within the boundaries of the District, whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240, its successors and assigns (the “Developer”); and

**ZEMEL LAND PARTNERS, LLC**, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240, its successors and assigns (the “Landowner” together with the Developer and the District, the “Parties”).

**RECITALS**

**WHEREAS**, Developer and Landowner are the developer and owner respectively of certain lands in Charlotte County, Florida, located within the boundaries of the District and known as the Series 2025 Assessment Area (hereinafter the "Series 2025 Assessment Area"); and

**WHEREAS**, the District is a special district which was established to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands including the Series 2025 Assessment Area; and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities as generally described in that certain *First Supplemental Engineer’s Report for the Firelight Community Development District*, dated February 2025, attached hereto as **Exhibit A** (the “Project Improvements”); and

**WHEREAS**, the District acknowledges that it does not presently have sufficient monies on hand in order to allow the District to contract directly for the preparation of the necessary engineering, surveys, reports, drawings, plans, permits, specifications and related documents which will allow the timely commencement and completion of construction of the infrastructure facilities and services contemplated in Exhibit A (the “Work Product”); and

**WHEREAS**, the District acknowledges the Developer's and the Landowner's need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of portions of the infrastructure described in Exhibit A until such time as the District has closed on the sale of its proposed tax exempt bonds; and

**WHEREAS**, in order to avoid a delay in the commencement of the construction of infrastructure, which delay would also delay the Developer and the Landowner from implementing its planned development program, the Developer and the Landowner have offered to advance funds and commence certain work on behalf of the District to enable the District to expeditiously provide the infrastructure described in Exhibit A; and

**WHEREAS**, the Developer and the Landowner have created or will create the Work Product for the District; and

**WHEREAS**, the Developer and the Landowner wish to convey the Work Product to the District per the terms set forth hereinafter; and

**WHEREAS**, the Developer and the Landowner acknowledge that upon their conveyance, the District will have the right to use and rely upon said Work Product for any and all purposes and further desires to release to the District all of its right, title and interest in and to the same (except as provided for herein); and

**WHEREAS**, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the same for any and all purposes; and

**WHEREAS**, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing on the District's proposed tax exempt bonds, the Developer and the Landowner may commence construction of some portion of the Project Improvements; and

**WHEREAS**, the Developer and the Landowner agree to convey to the District all right, title and interest in the portion of the Project Improvements completed as of the Acquisition Date (as hereinafter defined); and

**WHEREAS**, the Developer and the Landowner agree to convey any needed real property interests to the District from time to time in a form satisfactory to the District and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District, the Developer and the Landowner agree as follows:

**SECTION 1. GENERAL.** 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. WORK PRODUCT.**

- A. **COST.** The District agrees to pay the actual reasonable cost incurred by Developer and the Landowner in preparation of the Work Product in accordance with the provisions of this Agreement. The Developer and the Landowner agree that any and all administrative and/or management fees are specifically excluded from this Agreement, and to the extent such fees may arise, the Developer and the Landowner acknowledge sole responsibility for any such fees. Developer and the Landowner shall provide copies of invoices, bills, receipts or other evidence of costs incurred by the Developer and the Landowner for the Work Product and any other documents requested by the District in accordance with the checklist attached hereto and incorporated as Exhibit B. The Parties agree to cooperate and use good faith best efforts to undertake and complete the acquisition process contemplated by this Agreement at or shortly after the closing on the District's proposed Special Assessment Revenue Bonds ("Bonds") or such other date as the Parties may jointly agree upon in writing (the "Acquisition Date"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement, whether in Section 2 or any other section of this Agreement. The District Engineer shall review all evidence of cost and shall present to the District Board, or the Chairman serving as the designee for the Board, for consideration the total actual amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee. In the event that the Developer or the Landowner dispute the District Engineer's opinion as to cost, the Parties agree to use good faith best efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the District's Trustee. The Work Product is being acquired for use by the District in connection with the construction of the Project Improvements.
- B. **CONVEYANCE AND ACCEPTANCE.** The Developer and the Landowner agree to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer and approved by the Board as set forth in Section 2A above.
- C. **RELEASE AND ACCEPTANCE.** Developer and the Landowner agree to release to the District all right, title and interest which the Developer and the Landowner may have in and to the above described Work Product, as

well as all common law, statutory and other reserved rights, including all copyrights therein and extensions and renewals thereof under United States Law and throughout the world and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums and media, now known or hereinafter devised. Developer and the Landowner shall obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided prior to the acquisition of any portion of the Work Product covered by the release.

- D. **USE AND RELIANCE.** Developer and the Landowner acknowledge the District's right to use and rely upon the Work Product for any and all purposes.
- E. **INDEMNIFICATION.** Developer and the Landowner hereby agree to provide to the District, at or prior to the Acquisition Date, indemnification in a scope and form acceptable to the District which indemnification may be provided by assignment or directly from a third party provider of some or all of the Work Product.
- F. **WARRANTY.** Developer and Landowner agree to warrant that the Work Product is fit for the purposes to which it will be put by the District, including, but not limited to, the construction, installation, and operation and/or maintenance of the Project Improvements as contemplated by the District Engineer's Report; provided, however, that Developer and Landowner may provide such a warranty from a third party acceptable to the District.
- G. **ACCESS.** The District agrees to allow Developer and Landowner access to and use of the Work Product without the payment of any fee by Developer and Landowner. However, to the extent Developer and Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, Developer and Landowner agrees to pay such cost or expense.

**SECTION 3. ACQUISITION OF PROJECT IMPROVEMENTS.** The District agrees to acquire those portions of the Project Improvements which have been commenced or completed prior to the issuance of the Bonds. Payment for the Work Product and the Project Improvements described in and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the Supplemental Trust Indenture for the Bonds. The Developer and the Landowner shall be obligated to construct and complete the Project Improvements, and to convey the same and any real property, all as provided by this Agreement, regardless of whether the proceeds of the Bonds for that purpose under the Trust Indenture are available to pay the applicable acquisition price. Developer and Landowner

agree to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, indemnifications or documentation as may be reasonably requested by the District. Each of the Project Improvements, or any portion thereof, shall be complete prior to any acquisition by the District in the sole determination of the District. Completeness may include, but is not limited to, all releases of liens from contractors, subcontractors and suppliers, sign-offs by permitting or regulatory agencies or other evidence of completion as determined by the District. The Developer and the Landowner agree to pay the cost and cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Project Improvements conveyed pursuant to this Agreement. To the extent there is a delay in the conveyance of certain Project Improvements between the District and the governmental entity, Developer and Landowner agree to indemnify and hold the District harmless for any damage or repairs that may be required to such Project Improvements. Developer and Landowner agree to repair and remediate any such damage to the satisfaction of the governmental entity. Developer and Landowner shall remain responsible for completion of all required permits, certifications or other approvals necessary to convey the Project Improvements to the governmental entity and shall provide copies of such documents to the District when received. Developer and Landowner further acknowledge and agree that any costs associated with work by District staff to process the acquisitions contemplated by this Agreement shall be paid by requisition from available construction funds. If no construction funds are available, Developer and Landowner agree to pay such costs per this Agreement. Developer and Landowner further authorize the District Board to approve such requisitions for payment.

#### **SECTION 4. ACQUISITION OF REAL PROPERTY.**

- A. The District agrees to accept dedication or conveyance of appropriate interests in real property over which the Project Improvements have been or will be constructed at or prior to the time that such Project Improvements are completed. Developer and Landowner agree to provide to the District the following: (i) appropriate special warranty deeds or other instruments conveying interests in real property acceptable to the District, and (ii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. The Developer, the Landowner and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe the interest in lands conveyed to the District. The Parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Developer and the Landowner shall pay any transaction costs resulting from the adjustment, including, but not limited to, taxes, title insurance, recording fees or other costs. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer and the Landowner. Developer and the Landowner agree that it has, or shall provide, good and marketable title to any real property to be acquired which shall be free from all liens and encumbrances. In the

event a title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such real property, the Developer and the Landowner shall cure such defects at no expense to the District.

- B. The Developer and the Landowner agree to coordinate the conveyance of any real property and/or Project Improvements initially conveyed to the District which is ultimately to be owned, operated and/or maintained by another government entity. Notwithstanding the foregoing, the District shall use its best efforts to assist the Developer and the Landowner to effectuate any such conveyance.
- C. Developer and Landowner agree to indemnify and hold the District harmless from any and all claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District as a result of Developer's or Landowner's failure, whether intentional, negligent or otherwise, to comply with the terms of this section, including but not limited to its obligation to coordinate the further conveyance of real property and/or Project Improvements to other third party government entities.

**SECTION 5. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The Developer, the Landowner and District acknowledge that various regulatory and permitting requirements may necessitate the acquisition of a portion of the Project Improvements and conveyance of those facilities to a third party governmental entity prior to the receipt of the Bonds. The District, the Developer and the Landowner hereby agree that such an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds; provided that the District agrees that upon obtaining such funds, it shall pay the amount agreed upon for those facilities in accordance with this Acquisition Agreement within ten (10) days of receipt of bond proceeds sufficient for that payment.

**SECTION 6. IMPACT FEE CREDITS.** In lieu of reimbursing the Developer and the Landowner for the cost of the Work Product and Project Improvements from the proceeds of its Bonds, the District can also elect to provide for such repayment through the assignment of impact fee credits generated from the District's construction of the Project Improvements set forth in the Engineer's Report.

**SECTION 7. LIMITATION ON ACQUISITIONS.** The Developer, the Landowner and the District agree and acknowledge that any and all acquisitions, whether for improvements, work product or real property, shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities.

**SECTION 8. TAXES, ASSESSMENTS AND OTHER COSTS.**

- A. The Developer and the Landowner agree to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or Developer's and Landowner's property or property interest, or any other such expense. The potential obligations of Developer and Landowner to pay such taxes, assessments and cost that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of each parcel of real property.
- B. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer or the Landowner agree to place in escrow with the County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates.
1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer and Landowner agree to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in December 2025, the Developer and the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2025. If any additional taxes are imposed on the District's property in 2025 then the Developer and the Landowner agrees to reimburse the District for that additional amount.
  2. Nothing in this Agreement shall prevent the District, the Developer or the Landowner from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- C. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. The Developer and the Landowner covenant to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer and the Landowner fail to make timely payment of any such taxes or costs, the Developer and the Landowner acknowledge the District's right to make such payment. If the

District makes such payment, the Developer and the Landowner agree to reimburse the District within seven (7) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

- D. The Parties agree that in the event the Developer and the Landowner fail to make timely payment of any such special assessments and/or otherwise defaults on such special assessments imposed to purchase the Project Improvements, such default shall terminate any and all District obligations contained in this Agreement.
- E. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer, the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 9. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 10. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

**SECTION 11. AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 12. ASSIGNMENT.** No party may assign its rights, duties or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other party, which consent shall not be unreasonably withheld; provided, however, the Developer and the Landowner shall assign this Agreement to any developer or sub-developer of all or a significant portion of the lands within the District without obtaining the prior written consent of the District.

**SECTION 13. EFFECTIVE DATE.** This Agreement shall have an effective date as of the date first written above.

**SECTION 14. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arms length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute



concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 15. DEFAULT.** A default by the Developer and the Landowner under this Agreement shall entitle the District to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and specific performance. A default by the District under this Agreement shall entitle the Developer and the Landowner to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 16. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 17. PUBLIC RECORDS.** The Developer and the Landowner understand and agree that all documents of any kind provided to the District or to District Staff in connection with the activities contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

**SECTION 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 thereof.

**SECTION 19. EXECUTION IN 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. SOVEREIGN IMMUNITY.** Developer and Landowner agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

**SECTION 21. CONTROLLING LAW; 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. Venue shall be in Charlotte County, Florida.

*[Remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, the Parties execute this agreement the day and year first written above.

**Attest:**

**FIRELIGHT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
John Leinaweaver, Chairman

**Attest:**

**WILMINGTON LAND COMPANY,**  
a Florida corporation

\_\_\_\_\_  
Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: David Goben  
Title: Vice President

**Attest:**

**ZEMEL LAND PARTNERS, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Name: David Goben  
Title: Manager

**Exhibit A:** *First Supplemental Engineer's Report for the Firelight Community Development District, dated February 2025*

**Exhibit B:** Acquisition Checklist

**Exhibit A**  
**Engineer's Report**

## Exhibit B



### FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT ACQUISITION CHECKLIST

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The following is a checklist that should be of assistance in preparing for the acquisition of engineering, permitting and design documents (“Work Product”) and fully completed infrastructure improvements (“Improvements”) by the Firelight Community Development District (“District”). Some of these items may not be applicable in a given circumstance. Please feel free to give me a call to discuss in more detail what needs to be acquired and what, from the below description, needs to be included.

#### **Acquisition of Work Product.**

For the acquisition of Work Product, the following items need to be collected or generated for each item of Work Product the developer or landowner is requesting the District acquire:

- (i) *Contract for Professional Services* - A copy of the contract (and any work authorizations) entered into by and between the Developer or the Landowner and the professional service provider under which the Work Product was produced.
- (ii) *Documentation of Costs Paid* - This simply means invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the Work Product item to be acquired and must be accompanied by proof of payment.
- (iii) *Plans* - provide the plans and associated documentation to the District Engineer for review in advance of payment of the sums determined to be reasonable.
- (iv) *Releases* - get releases from all professionals providing services related to the Work Product which will allow the District to use and rely upon the validity of the Work Product.
- (v) *Warranties* - provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable, a warranty that the Work Product is fit for the purposes to which it will be put to use by the District, as contemplated by the District’s Improvement Plan.
- (vi) *Permits* - provide the permits and associated documentation to the District Engineer for review in advance of payment.

- (vii) *Engineering Review and Certification* - The District Engineer will review the information provided by the Developer and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer's Certificate of approval.

### **Acquisition of District Improvements.**

For the acquisition of District Improvements, the following items should be collected or generated for each completed piece of infrastructure the Developer or the Landowner is requesting the District acquire:

- (I) *Request for Infrastructure Acquisition* - For each acquisition the Developer or the Landowner would like to District to make, a request must be made to the District in writing describing at least the following:
  - (a) Nature of the District Improvement.
  - (b) General location of the District Improvement.
  - (c) Cost of the District Improvement.
- (ii) *Contract for Construction Services* - A copy of the contract (and any change orders) entered into by and between the developer and the construction contractor under which the District Improvement was constructed.
- (iii) *Documentation of Costs Paid* - This simply means applications for payment, invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the District Improvement to be acquired and must be accompanied by proof of payment and a verification of payment from the construction contractor.
- (iv) *Lien Releases* - Lien releases from the construction contractor reflecting payment in full for construction of completed District Improvements (inc. subcontractors).
- (v) *Schedule of Values* - A Schedule of Values identifying only those costs associated with the construction and/or installation of District Improvements (paving, drainage, etc.).
- (vi) *Contractor's Warranty Letter and Maintenance Bond* - A warranty letter and maintenance bond from the construction contractor for the District Improvements to be acquired. For example,
  - (a) Stormwater - ponds, master drainage pipes and control structures
  - (b) Roadway - paving and drainage
  - (c) Utilities – water, sewer and lift station

- (viii) *Test Results* - **If applicable** to the District Improvement being acquired, the following testing must be completed and the results provided to the District Engineer for review in advance of acquisition. By way of example:
- (a) Bacteriological
  - (b) Pressure tests
  - (c) Backflow certification
  - (d) TV Tapes
  - (e) Electric to lift station
  - (f) Lift station start-up
  - (g) Lift station start-up electrical inspection
  - (h) Operation and maintenance manuals
  - (i) Geotechnical testing results and geotechnical certification
- (ix) *Final Inspections and Agency Sign-Off* - **If applicable** to the District Improvement being acquired, final inspections by the project engineer must be completed and sign-off obtained from the appropriate governmental agencies (DEP, WMD etc).
- (x) *Instruments of Conveyance*. Most, if not all, of the transfers of improvements will also involve some type of real and tangible property transfer (e.g., bills of sale, deeds or easements, etc.). If any item acquired is to be conveyed to a third party governmental body, then the Developer will be asked to provide such certifications or documents as may be required by that governmental body.
- (xi) *Real Property Interests*. Determine what type of real property interest is needed for the Improvement (e.g., easement, deed, etc.) and make provision for conveyance.
- (xii) *Engineering Review and Certification* - The District Engineer will review the information provided by the Developer or the Landowner and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer's Certificate.

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5B**

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Kyle M. Magee, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

### **COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS**

This Collateral Assignment and Assumption of Development Rights (“**Assignment**”) is made and entered this \_\_\_ day of \_\_\_\_\_, 2025, by and between:

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Charlotte County, Florida whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**WILMINGTON LAND COMPANY**, a Florida corporation and developer of the lands within the boundaries of the District, whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240, its successors and assigns (the “**Developer**”); and

**ZEMEL LAND PARTNERS, LLC**, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240, its successors and assigns (the “**Landowner**”).

### **RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners in and for Charlotte County, Florida (“**City**”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer and the Landowner are currently the developer and landowner, respectively, of lands which comprise a portion of the District, further described in attached Exhibit A (“**Series 2025 Assessment Area**”). The Series 2025 Assessment Area is planned to include 380 residential lots and related improvements; and



**WHEREAS**, the District previously adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (“**Improvements**”) within the District, as certain *Revised Master Engineer's Report*, dated January 2025, and the *First Supplemental Engineer's Report for the Firelight Community Development District*, dated February 2025 (together the “**Capital Improvement Plan**”), incorporated herein by this reference; and

**WHEREAS**, the District has determined that it is in the best interests of the District to finance a portion of the Capital Improvement Plan (“**Series 2025 Project**”); and

**WHEREAS**, pursuant to Resolution 2025-01 adopted by the District's Board of Supervisors (“**Board**”) on March 26, 2025, the District has determined to issue its \$\_\_\_\_\_ Firelight Community Development District Special Assessment Revenue Bonds, Series 2025A (the "Series 2025A Bonds") and the \$\_\_\_\_\_ Firelight Community Development District Special Assessment Revenue Bonds, Series 2025B (the "Series 2025B Bonds" and, together with the Series 2025A Bonds, the "**Series 2025 Bonds**") to finance a portion of the costs of the Series 2025 Project ; and

**WHEREAS**, pursuant to Resolutions 2023-25, 2023-26, 2023-36, and 2025-\_\_ (collectively, “**Assessment Resolutions**”), the District adopted its *Master Special Assessment Methodology Report*, dated March 26, 2025, and the *Final First Supplemental Special Assessment Methodology Report* dated \_\_\_\_\_ (collectively “**Assessment Methodology**”), providing for the allocation of special assessments (“**Series 2025 Assessments**”) which will be preliminarily levied on all of the land in the Series 2025 Assessment Area on an equal pro-rata gross acre basis, and then later reallocated as those lands are platted on a first platted-first assigned basis based on the planned use for the platted parcel, securing the Series 2025 Bonds; and

**WHEREAS**, the Developer and the Landowner has acquired, or hereafter may acquire, certain rights and entitlements pertaining exclusively to the Series 2025 Assessment Area and the improvements described in the Capital Improvement Plan (collectively, “**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter exclusively affect the Series 2025 Assessment Area and the Series 2025 Project (collectively, “**Contract Documents**”); and

**WHEREAS**, the District and the Developer anticipate that (i) the Series 2025 Assessment Area will be subdivided into single-family lots through the County’s approval of one or more subdivision plats resulting in the unit counts anticipated for the Series 2025 Assessment Area, (ii) true-up payments, if any are due as to Series 2025 Assessment Area, will be made pursuant to a separate true-up agreement being entered into between the District and the Landowner concurrent herewith, or (iii) all of the platted lots within Series 2025 Assessment Area will be sold to unaffiliated homebuilder(s) or homebuyers (“**Development Completion**”); and

**WHEREAS**, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Series 2025 Bonds will not receive the full benefit of their investment in the Series 2025 Bonds; and

**WHEREAS**, during the period in which the Series 2025 Assessment Area is being developed and the Series 2025 Project has yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Series 2025 Assessments securing the Series 2025 Bonds; and

**WHEREAS**, in the event of default in the payment of the Series 2025 Assessments securing the Series 2025 Bonds, and the passage of any applicable cure period without cure being made, the District has certain remedies with respect to the lien of the Series 2025 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (“**Remedial Rights**”); and

**WHEREAS**, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development and Contract Rights to complete development of the Series 2025 Assessment Area to the extent that such Development and Contract Rights have not been previously assigned, transferred, or otherwise conveyed to a homebuilder resulting from the sale of certain lands within the Series 2025 Assessment Area in the ordinary course of business, Charlotte County, Florida (the “**County**”), the District, any applicable homeowner’s association or other governing entity or association for the benefit of the Series 2025 Project (each, a “**Prior Transfer**”); and

**WHEREAS**, this Assignment is not intended to impair or interfere with the development of the Series 2025 Project as anticipated by and at substantially similar densities and intensities envisioned in the Series 2025 Project and the Assessment Methodology and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Developer to pay the Series 2025 Assessments levied against the Series 2025 Assessment Area, which failure is not cured within any applicable cure period; and

**WHEREAS**, in the event of a transfer, conveyance or sale of any portion of the Series 2025 Assessment Area subject to the Series 2025 Assessments (other than a Prior Transfer), any and all affiliated entities or successors-in-interest to the Series 2025 Assessment Area subject to Series 2025 Assessments shall be subject to this Assignment, which shall be recorded in the Official Records of the County, except as set forth in this Assignment; and

**WHEREAS**, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Series 2025 Project.

**NOW, THEREFORE**, in consideration of the above recitals which the parties agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the District, the Developer and the Landowner agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Assignment.

**SECTION 2. COLLATERAL ASSIGNMENT.**

A. The Developer and the Landowner hereby agree to collaterally assign to the District or its designee, to the extent assignable, and to the extent that they are owned or controlled by Developer or Landowner or subsequently acquired by the Developer or Landowner, all of its Development and Contract Rights as security for Developer's payment and performance and discharge of its obligation to pay the Series 2025 Assessments levied against the Series 2025 Assessment Area; provided, however, that such assignment is and shall be non-exclusive to the extent that any of the Development and Contract Rights pertain to lands or entitlements other than those included within or attributable to the Series 2025 Project or the Series 2025 Assessment Area. Subject to the foregoing, the Development and Contract Rights shall include, but not be limited to, the following, if any to the extent they exist and are applicable, but shall specifically exclude any portion of the Development and Contract Rights which are subject to a Prior Transfer:

1. Any declaration of covenants of a homeowner's association governing the Series 2025 Assessment Area as recorded in the Official Records of the County, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the Developer and the Landowner.

2. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other improvements to or affecting the Series 2025 Assessment Area.

3. Preliminary and final plats and/or site plans for the Series 2025 Assessment Area.

4. Architectural plans and specifications for buildings and other improvements to the Series 2025 Assessment Area, other than those associated with homebuilding and home construction.

5. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Series 2025 Assessment Area or the Series 2025 Project and construction of improvements thereon.

6. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Series 2025 Assessment Area or the Series 2025 Project or the construction of improvements thereon (other than those associated with homebuilding or home construction), together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

7. Franchise or other agreements for the provision of utility services to the Series 2025 Project, including the lots, and all hookup fees and utility deposits paid by the Developer or Landowner in connection therewith.

8. Permit fees, deposits and other assessments and impositions paid by Developer or Landowner to any governmental authority or utility and capacity reservations, impact

fee credits and other credits due to Developer or Landowner from any governmental authority or utility provider to the extent that the improvements for which such credits are granted were financed by the District, including credit for any dedication or contribution by Developer or Landowner in connection with the development of the Series 2025 Assessment Area or the construction of improvements thereon.

9. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations of Developer or Landowner arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

B. This Assignment is not intended to and shall not impair or interfere with the development of the Series 2025 Assessment Area, including, without limitation, any purchase and sale agreements for lots subject to a plat and/or site plan or land intended to be made subject to a plat and/or site plan (“**Builder Contracts**”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Developer or Landowner to pay the Series 2025 Assessments levied against the Series 2025 Assessment Area, and the District, Trustee or their assignee acquires any portion of the Series 2025 Assessment Area subject to Series 2025 Assessments as a result of the exercise of the Remedial Rights; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms hereof.

C. If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2025 Bonds in full; (ii) Development Completion; or (iii) upon a Prior Transfer as to the portion of the series 2025 Assessment Area subject to Series 2025 Assessments which are subject to the Prior Transfer (“**Term**”). The portion of the Series 2025 Assessment Area so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment, whether or not the Term has expired as to any other portion of the Series 2025 Assessment Area and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the Series 2025 Assessment Area so transferred without making exception for this Assignment.

**SECTION 3. DEVELOPER WARRANTIES.** The Developer represents and warrants to the District that, subject to the Builder Contracts now or hereafter executed by the Developer:

A. Other than pursuant to the Builder Contracts, the Developer and the Landowner have made no assignment of the Development and Contract Rights to any person other than the District.

B. To the actual knowledge of the Developer and the Landowner, the Developer and the Landowner have not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

C. To the actual knowledge of the Developer and the Landowner, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

D. The Developer and the Landowner are not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

E. No action has been brought or threatened which would in any way interfere with the right of the Developer and the Landowner to execute this Assignment and perform all of its obligations herein contained.

F. Any transfer, conveyance or sale of the Series 2025 Assessment Area subject to Series 2025 Assessments (other than a Prior Transfer) shall subject any and all affiliated entities or successors-in-interest of the Developer or the Landowner to this Assignment.

**SECTION 4. DEVELOPER AND LANDOWNER COVENANTS.** The Developer and the Landowner covenant with the District that during the Term:

A. The Developer and the Landowner will use reasonable, good faith efforts to: (i) cause to be fulfilled, performed, and observed each and every material condition and covenant of the Developer and the Landowner relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of any claim of material default relating to the Development and Contract Rights given to or by the Developer or the Landowner, together with a complete copy of any such claim.

B. The Development and Contract Rights include all of Developer's and the Landowner's right to modify the Development and Contract Rights, to terminate the Development and Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development and Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development and Contract Rights which pertain to lands outside of the District not relating to development of the Series 2025 Assessment Area. Upon an Event of Default, the rights as outlined within this Section 4(B) shall be included as part of the Development and Contract Rights assigned to the District.

C. In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Developer or the Landowner or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Developer or the Landowner, the Developer and Landowner shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred and twenty (120) days.

**SECTION 5. DISTRICT OBLIGATIONS.** Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion, nor shall any provision

hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

**SECTION 6. EVENT(S) OF DEFAULT.** Any breach of the Developer's or the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and an opportunity to cure (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless the District, in its sole discretion, agrees to a longer cure period; provided, however, if the nature of the breach is such that it cannot be reasonably cured within said 60-day period, so long as the cure is commenced within said 60-day period, the District shall agree to a commercially reasonable period of time to cure) constitute an event of default ("**Event of Default**") under this Assignment.

**SECTION 7. REMEDIES UPON EVENT(S) OF DEFAULT.** Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at the District's option:

**A.** Perform any and all obligations of the Developer or Landowner relating to the Development and Contract Rights and exercise any and all rights of the Developer therein as fully as Developer or Landowner could;

**B.** Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

**C.** Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Series 2025 Assessment Area or the performance of the Developer's or Landowner's obligations under the Contract Documents. Neither entry upon and taking possession of the Series 2025 Assessment Area nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Developer or the Landowner to the District, or prohibit the taking of any other action by the District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and

**D.** After the Developer's or the Landowner's receipt of a demand notice from the District following an Event of Default, the Developer or the Landowner will use reasonable, good faith efforts at the sole cost and expense of the Developer or the Landowner to (i) enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of the Developer or the Landowner or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Developer's or Landowner's receipt of a demand notice from the District following an Event of Default, the Developer and the Landowner will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2025 Bonds) nor waive or release

any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer and the Landowner will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affects the rights of the District and the holders of the Series 2025 Bonds.

**E.** The Developer and the Landowner shall have no liability or responsibility for actions taken by the District or at the District's direction in connection with implementation of the rights granted by agreement after this Assignment becomes effective.

**SECTION 8. AUTHORIZATION.** Upon the occurrence of and during the continuation of an Event of Default, the Developer and the Landowner do hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer or the Landowner.

**SECTION 9. SECURITY AGREEMENT.** Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Developer, the Landowner, as the debtors, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

**SECTION 10. AMENDMENTS.** This Assignment shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of the parties hereto, which is duly executed.

**SECTION 11. SUCCESSORS; THIRD PARTY BENEFICIARIES.** This Assignment is solely for the benefit of the District, the Developer and the Landowner 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 Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District, the Developer and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District, the Developer and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the Series 2025 Assessment Area subject to subject to Series 2025 Assessments herefrom upon a Prior Transfer thereof. Also notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the Series 2025 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2025 Bonds then outstanding, be entitled to cause

the District to enforce the Developer's and the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**SECTION 12. ENFORCEMENT.** In the event that either party is required to enforce this Assignment 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.

**SECTION 13. AUTHORIZATION.** The execution of this Assignment has been duly authorized by the appropriate body or official of the District, the Developer and the Landowner; the District, the Developer and the Landowner have complied with all the requirements of law with respect to the executors of this Assignment; the District, the Developer and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

- |                             |   |
|-----------------------------|---|
| <b>(a) If to Developer:</b> | Wilmington Land Company<br>5800 Lakewood Ranch Blvd.<br>Sarasota, Florida 34240<br>Attn: David Goben                            |
| <b>With a copy to:</b>      | Vogler Ashton<br>705 10th Ave. W., Unit 103<br>Palmetto, Florida 34221<br>Attn: Ed Vogler                                       |
| <b>(b) If to Landowner:</b> | Zemel Land Partners, LLC<br>5800 Lakewood Ranch Blvd.<br>Sarasota, Florida 34240<br>Attn: David Goben                           |
| <b>With a copy to:</b>      | Wideikis, Benedict & Berntsson, LLC<br>3195 S Access Rd<br>Englewood, FL 34224-1600<br>Attn: Robert Berntsson                   |
| <b>(c) If to District:</b>  | Firelight Community Development District<br>2300 Glades Road, Suite 410W<br>Boca Raton, Florida 33431<br>Attn: District Manager |
| <b>With a copy to:</b>      | Kutak Rock LLP<br>107 West College Avenue<br>Tallahassee, Florida 32301<br>Attn: District Counsel                               |



Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Assignment has been negotiated fully between the District, the Developer and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against the District, the Developer or the Landowner.

**SECTION 16. APPLICABLE LAW AND VENUE.** This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Assignment shall be in Charlotte County, Florida

**SECTION 17. PUBLIC RECORDS.** The Developer and the Landowner understand and agree that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

**SECTION 18. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**SECTION 20. CONSTRUCTION.** The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

**SECTION 21. COUNTERPARTS.** This Assignment 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. 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 22. EFFECTIVE DATE.** This Assignment shall be effective June \_\_, 2025.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Developer, the Landowner and the District have caused this Assignment to be executed.

**WITNESSES:**

**WILMINGTON LAND COMPANY,**  
a Florida corporation

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: David Goben  
Its: Vice President

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by David Goben as Vice President of Wilmington Land Company, a Florida corporation, on behalf of corporation.

[notary seal]

\_\_\_\_\_  
Notary Public, State of Florida

Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**WITNESSES:**

**ZEMEL LAND PARTNERS, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: David Goben  
Its: Manager

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by David Goben as Manager of Zemel Land Partners, LLC a Florida limited liability company, on behalf of the company.

[notary seal]

\_\_\_\_\_  
Notary Public, State of Florida

Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**WITNESSES:**

**FIRELIGHT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
By: John Leinaweaver

Its: Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ John Leinaweaver, as Chairperson of the Board of Supervisors of the Firelight Community Development District, on behalf of the District.

\_\_\_\_\_  
Notary Public, State of Florida

[notary seal]

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**Exhibit A:** Legal Description of the Series 2025 Assessment Area

**Exhibit B:** *Revised Master Engineer's Report*, dated January 2025, and the *First Supplemental Engineer's Report for the Firelight Community Development District*, dated February 2025

## **EXHIBIT A**

### Legal Description of the Series 2025 Assessment Area

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 23 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE N.00°45'20"E., ALONG THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, FOR 1462.19 FEET; THENCE N.81°19'29"E. FOR 448.34 FEET; THENCE N.49°53'59"E. FOR 1662.50 FEET; THENCE N.40°06'01"W. FOR 125.00 FEET; THENCE N.44°00'49"W. FOR 93.29 FEET; THENCE N.73°08'29"W. FOR 1606.68 FEET TO THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE N.01°31'27"E., ALONG THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, FOR 731.62 FEET; THENCE S.88°28'33"E. FOR 205.09 FEET; THENCE N.72°07'46"E. FOR 484.10 FEET; THENCE S.88°03'11"E. FOR 806.43 FEET; THENCE S.88°44'07"E. FOR 125.00 FEET; THENCE S.63°12'27"E. FOR 55.41 FEET; THENCE S.88°44'07"E. FOR 125.00 FEET; THENCE N.60°17'59"E. FOR 152.02 FEET; THENCE N.90°00'00"E. FOR 723.59 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21; THENCE S.00°29'35"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21, FOR 4122.24 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE N.89°58'44"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, FOR 2661.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 206.74 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT -EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK SITE CODE "PNTA", IN U.S. FEET WHEREIN THE SOUTH LINE OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 23 EAST BEARS S.89°35'50"W.

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**EXHIBIT B**

*Revised Master Engineer's Report, dated January 2025, and the First Supplemental Engineer's Report for the Firelight Community Development District, dated February 2025*

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5C**



**AGREEMENT BETWEEN THE FIRELIGHT COMMUNITY  
DEVELOPMENT DISTRICT, WILMINGTON LAND COMPANY, AND  
ZEMEL LAND PARTNERS, LLC REGARDING THE COMPLETION OF  
CERTAIN IMPROVEMENTS  
(SERIES 2025)**

This Agreement (the “Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2025, by and between:

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Charlotte County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

**WILMINGTON LAND COMPANY**, a Florida corporation and developer of the lands within the boundaries of the District, whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240, its successors and assigns (the “Developer”); and

**ZEMEL LAND PARTNERS, LLC**, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240, its successors and assigns (the “Landowner” together with the Developer and the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain stormwater, wastewater and potable water improvements; and,

**WHEREAS**, the Developer and the Landowner are the developer and owner of certain lands in Charlotte County, Florida, located within the boundaries of the District and known as the Series 2025 Assessment Area (hereinafter the "Series 2025 Assessment Area"); and,

**WHEREAS**, the District has adopted an engineer’s report for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities serving the Development as described in that certain *First Supplemental Engineer’s Report for the Firelight Community Development District*, dated February 2025, attached hereto as **Exhibit A** (the “Project Improvements”); and,

**WHEREAS**, the District has imposed special assessments on the property within the District to secure financing for the planning, design, permitting, construction and/or acquisition of the Project Improvements described in **Exhibit A**; and,

**WHEREAS**, the District intends to finance a portion of the Project Improvements through the use of proceeds from the sale of \$ \_\_\_\_\_ Firelight Community Development District Special Assessment Revenue Bonds, Series 2025A (the "Series 2025A Bonds") and the \$ \_\_\_\_\_ Firelight Community Development District Special Assessment Revenue Bonds, Series 2025B (the "Series 2025B Bonds" and, together with the Series 2025A Bonds, the "Series 2025 Bonds") and,

**WHEREAS**, in order to ensure that the Project Improvements are completed and funding is available in a timely manner to provide for their completion, the Developer and the Landowner will make provision for any additional funds that may be needed in the future for the completion of the Project Improvements including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs to the extent such costs are not funded from the Series 2025 Bonds or debt subsequently issued by the District for the Project Improvements.

**NOW THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District, the Developer and the Landowner agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**2. COMPLETION OF PROJECT IMPROVEMENTS.** The Developer, the Landowner and the District agree and acknowledge that the District's proposed Series 2025 Bonds may provide only a portion of the funds necessary to complete the Project Improvements. In the event that the cost of the Project Improvements is such that the construction funds available from the Series 2025 Bonds and any debt subsequently issued by the District to fund the Project Improvements are insufficient to complete the Project Improvements, which determination shall be in the sole and exclusive discretion of the District, the Developer and the Landowner hereby agree to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Project Improvements which remain unfunded, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the "Remaining Project Improvements") whether pursuant to existing contracts, including change orders thereto, contracts assigned by the Developer or the Landowner to the District, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional notes, bonds or indebtedness to provide funds for any portion of the Remaining Project Improvements nor shall this Agreement preclude the District from issuing such additional debt. The District, the Developer and the Landowner hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Project Improvements not funded by District notes, bonds or other indebtedness.

**(a)** When all or any portion of the Remaining Project Improvements is the subject of an existing District contract, the Developer or the Landowner shall provide funds directly to the District in an amount sufficient to complete the

Remaining Project Improvements pursuant to such contract, including change orders thereto.

(b) When any portion of the Remaining Project Improvements is not the subject of an existing District contract, the Developer and the Landowner may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Project Improvements, subject to a formal determination by the District that the option selected by the Developer and the Landowner will not adversely impact the District, and is in the District's best interests.

### **3. OTHER CONDITIONS AND ACKNOWLEDGMENTS**

(a) The District, the Developer and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Project Improvements may change from that described in **Exhibit A**, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Project Improvements shall be made by a written amendment to this Agreement to modify **Exhibit A**, which shall include an estimate of the cost of the changes.

(b) The District, the Developer and the Landowner agree and acknowledge that for any and all portions of the Remaining Project Improvements which are constructed, or caused to be constructed, by the Developer or the Landowner for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in **Exhibit A** or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with an agreement or agreements governing conveyances between the Developer, the Landowner and the District.

**4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**5. 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 the District, the Developer and the Landowner.

**6. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District, the Developer and the Landowner. The District, the Developer and the Landowner have complied with all the requirements of law, and the District,

the Developer the and Landowner have full power and authority to comply with the terms and provisions of this instrument.

7. **NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**(a) If to Developer:** Wilmington Land Company  
5800 Lakewood Ranch Blvd.  
Sarasota, Florida 34240  
Attn: David Goben

**With a copy to:** Vogler Ashton  
705 10th Ave. W., Unit 103  
Palmetto, Florida 34221  
Attn: Ed Vogler

**(b) If to Landowner:** Zemel Land Partners, LLC  
5800 Lakewood Ranch Blvd.  
Sarasota, Florida 34240  
Attn: David Goben

**With a copy to:** Wideikis, Benedict & Berntsson, LLC  
3195 S Access Rd  
Englewood, FL 34224-1600  
Attn: Robert Berntsson

**(c) If to District:** Firelight Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer and the Landowner may deliver Notice on

behalf of the District and the Developer and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**8. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against the District, the Developer or the Landowner.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District, the Developer and the Landowner 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 District, the Developer and the Landowner 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 District, the Developer and the Landowner and their respective representatives, successors, and assigns.

**10. ASSIGNMENT.** No party may assign its rights, duties or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other party, which consent shall not be unreasonably withheld; provided, however, the Developer and the Landowner may assign this Agreement to any developer or sub-developer of all or a significant portion of the lands within the Project without obtaining the prior written consent of the District.

**11. CONTROLLING LAW; 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. Venue shall be in Charlotte County, Florida.

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

**13. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**14. PUBLIC RECORDS.** The Developer and the Landowner understand and agree that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

**15. 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.

**16. SOVEREIGN IMMUNITY.** Developer and Landowner agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**18. 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. 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.

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

**Attest:**

**FIRELIGHT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
John Leinaweaver, Chairman

**Attest:**

**WILMINGTON LAND COMPANY**  
a Florida corporation

\_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
David Goben, Vice President

**Attest:**

**ZEMEL LAND PARTNERS, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
David Goben, Manager

**Exhibit A:**    *First Supplemental Engineer's Report for the Firelight Community Development District, dated February 2025*

## **Exhibit A**

*First Supplemental Engineer's Report for the Firelight Community Development District*, dated  
February 2025



**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5D**

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Kyle M. Magee, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, FL 32301

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**DECLARATION OF CONSENT TO JURISDICTION OF  
FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS (SERIES 2025)**

**ZEMEL LAND PARTNERS, LLC**, a Florida limited liability company whose address is , whose mailing address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240 (the “Landowner”), is the landowner and developer of certain lands within the Firelight Community Development District (“District”), further described in attached Exhibit A (“Series 2025 Assessment Area”). The Series 2025 Assessment Area is made up of lands which consist of approximately 206.74 gross acres planned for 380 residential lots and related improvements. The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after March 29, 2023, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that (a) the petition filed with the Boards of County Commissioners of Charlotte County, Florida (“County”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 2023-012, effective as of March 29, 2023, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from March 29, 2023, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, hereby acknowledges and agrees, that the debt service special assessments on the Series 2025 Assessment Area (the “Series 2025 Assessments”) imposed by Resolutions 2023-25, 2023-26, 202336 and 2025-\_\_ (collectively, the “Assessment Resolutions”), duly adopted by the Board, and all proceedings undertaken by the District as of the date hereof with respect to the Series 2025 Assessments have been in accordance with applicable Florida law, that the District has taken all actions necessary to levy and impose the Series 2025 Assessments, and the Series 2025 Assessments are legal, valid and binding first liens upon the District lands co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2025 Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2025 Assessments in full or in part, but with interest, under the circumstances set forth in the Assessment Resolutions.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2025 Assessments, the Assessment Resolutions, and the terms of the (a) Agreement Between the Firelight Community Development District, Wilmington Land Company and Zemel Land Partners, LLC Regarding the Acquisition of Certain Work Product and Infrastructure (Series 2025); (b) Agreement between the Firelight Community Development District, Wilmington Land Company and Zemel Land Partners, LLC Regarding the Completion of Certain Improvements, (c) Agreement by and between Firelight Community Development District and Zemel Land Partners, LLC Regarding the True-Up and Payment of Series 2025 Assessments; and (d) Collateral Assignment and Assumption of Development Rights, all effective as of June \_\_, 2025 (documents (a) through (d) collectively referred to herein as the "Financing Documents") as they relate to the District's issuance of the \$\_\_\_\_\_ Firelight Community Development District Special Assessment Revenue Bonds, Series 2025A (the "Series 2025A Bonds") and \$\_\_\_\_\_ Firelight Community Development District Special Assessment Revenue Bonds, Series 2025B (the "Series 2025B Bonds" and, together with the Series 2025A Bonds, the "Series 2025 Bonds"), or securing payment thereof, are valid and binding obligations enforceable under the laws of the State of Florida in accordance with their respective terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2025 Assessments or claims of invalidity, deficiency or unenforceability of the Series 2025 Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); and (iii) to the extent Landowner fails to timely pay any Series 2025 Assessments collected by mailed notice of the District, such unpaid Series 2025 Assessments and future Series 2025 Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

5. The Landowner hereby expressly waives (i) any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*, and (ii) any and all rights to challenge the validity of any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Series 2025 Assessments or the Series 2025 Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law, including any extensions thereof.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2025 Assessments is available from the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

**THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL**

**PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE DISTRICT LANDS, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE DISTRICT LANDS ARE PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.**

EFFECTIVE THIS \_\_\_ day of June 2025.

*[Signatures on the following page]*

**WITNESSES:**

**ZEMEL LAND PARTNERS, LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: David Goben

Its: Manager

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by David Goben as Manager of Zemel Land Partners, LLC, a Florida limited liability company on behalf of company.

\_\_\_\_\_  
Notary Public, State of Florida

[notary seal]

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

## **EXHIBIT A**

### Legal Description of the Series 2025 Assessment Area

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 23 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE N.00°45'20"E., ALONG THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, FOR 1462.19 FEET; THENCE N.81°19'29"E. FOR 448.34 FEET; THENCE N.49°53'59"E. FOR 1662.50 FEET; THENCE N.40°06'01"W. FOR 125.00 FEET; THENCE N.44°00'49"W. FOR 93.29 FEET; THENCE N.73°08'29"W. FOR 1606.68 FEET TO THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE N.01°31'27"E., ALONG THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, FOR 731.62 FEET; THENCE S.88°28'33"E. FOR 205.09 FEET; THENCE N.72°07'46"E. FOR 484.10 FEET; THENCE S.88°03'11"E. FOR 806.43 FEET; THENCE S.88°44'07"E. FOR 125.00 FEET; THENCE S.63°12'27"E. FOR 55.41 FEET; THENCE S.88°44'07"E. FOR 125.00 FEET; THENCE N.60°17'59"E. FOR 152.02 FEET; THENCE N.90°00'00"E. FOR 723.59 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21; THENCE S.00°29'35"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21, FOR 4122.24 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE N.89°58'44"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, FOR 2661.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 206.74 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT -EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK SITE CODE "PNTA", IN U.S. FEET WHEREIN THE SOUTH LINE OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 23 EAST BEARS S.89°35'50"W.

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5E**

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Kyle M. Magee, Esq.  
Kutak Rock LLP  
P.O. Box 10230  
Tallahassee, FL 32302

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**AGREEMENT BY AND BETWEEN FIRELIGHT COMMUNITY  
DEVELOPMENT DISTRICT AND ZEMEL LAND PARTNERS, LLC,  
REGARDING THE TRUE-UP AND PAYMENT OF  
SERIES 2025 ASSESSMENTS**

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_ day of \_\_\_\_ 2025, by  
and between:

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-  
purpose government established pursuant to Chapter 190, *Florida Statutes*, and  
located in Charlotte County, Florida whose mailing address is 2300 Glades Road,  
Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

**ZEMEL LAND PARTNERS, LLC**, a Florida limited liability company, whose mailing  
address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240 (“**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County  
Commissioners in and for Charlotte County, Florida (“**County**”) pursuant to the Uniform  
Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended  
 (“**Act**”), and is validly existing under the constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of  
planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure  
within or without the boundaries of the District; and

**WHEREAS**, the Landowner is the landowner of lands which comprise the District, further  
described in attached **Exhibit A** (“**Series 2025 Assessment Area**”). The Series 2025 Assessment  
Area is planned to include 380 residential lots and related improvements; and

**WHEREAS**, the District previously adopted an improvement plan to finance the planning,  
design, acquisition, construction, and installation of certain infrastructure improvements, facilities,  
and services within the District, as described in that certain *Revised Master Engineer's Report*,  
dated January 2025, and the *First Supplemental Engineer's Report for the Firelight Community*



*Development District*, dated February 2025 (together the “**Capital Improvement Plan**”), incorporated herein by this reference and attached hereto as **Exhibit B**; and

**WHEREAS**, the District has determined that under existing market conditions, it would be in the best interests of the District to finance a portion of the Capital Improvement Plan known as the Series 2025 Project; and

**WHEREAS**, pursuant to Resolution 2025-01 adopted by the District's Board of Supervisors (“**Board**”) on March 26, 2025, the District has determined to issue its \$\_\_\_\_\_ Firelight Community Development District Special Assessment Revenue Bonds, Series 2025A (the "Series 2025A Bonds") and the \$\_\_\_\_\_ Firelight Community Development District Special Assessment Revenue Bonds, Series 2025B (the "Series 2025B Bonds" and, together with the Series 2025A Bonds, the "Series 2025 Bonds") to finance a portion of the costs of the Series 2025 Project ; and

**WHEREAS**, pursuant to Resolutions 2023-25, 2023-26, 2023-36, and 2025-\_\_ (collectively, “**Assessment Resolutions**”), the District adopted its *Master Special Assessment Methodology Report*, dated March 26, 2025, and the *Final First Supplemental Special Assessment Methodology Report* dated \_\_\_\_\_ (collectively “**Assessment Methodology**”), providing for the allocation of special assessments (“**Series 2025 Assessments**”) which will be preliminarily levied on all of the land in the Series 2025 Assessment Area on an equal pro-rata gross acre basis, and then later reallocated as those lands are platted on a first platted-first assigned basis based on the planned use for the platted parcel, securing the Series 2025 Bonds; and

**WHEREAS**, Landowner agrees that all of the Series 2025 Assessment Area benefits from the timely design, construction, or acquisition of the improvements that make up the Series 2025 Project; and

**WHEREAS**, Landowner agrees that the Series 2025 Assessments imposed on the Series 2025 Assessment Area have been validly imposed and constitute valid, legal and binding liens upon land in the Series 2025 Assessment Area; and

**WHEREAS**, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2025 Assessments on the Series 2025 Assessment Area; and

**WHEREAS**, the Assessment Methodology provides that as the land in the Series 2025 Assessment Area is platted, the allocation of the amounts assessed to and constituting a lien upon the Series 2025 Assessment Area will be calculated based upon ERUs, defined herein, to be constructed on the Series 2025 Assessment Area, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends that the Series 2025 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the ERUs assumed in the Assessment Methodology; and

**WHEREAS**, the Assessment Methodology anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Methodology (which payments shall collectively be referenced as “**True-Up Payment**”); and

**WHEREAS**, Landowner and the District desire to enter into an agreement to confirm Landowner’s intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Series 2025 Assessments, subject to the terms and conditions contained herein.

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

**SECTION 1. 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. VALIDITY OF ASSESSMENTS.** Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Series 2025 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2025 Assessments.

**SECTION 3. PAYMENT OF ASSESSMENTS.**

**A.** Landowner agrees and covenants to timely pay all such Series 2025 Assessments levied and imposed by the District pursuant to the Assessment Resolutions on assessable acres owned by Landowner, whether the Series 2025 Assessments are collected by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law.

**B.** Landowner agrees that to the extent Landowner fails to timely pay all Series 2025 Assessments collected by mailed notice of the District, said unpaid Series 2025 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.

**C.** Landowner further waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Series 2025 Assessments without interest within thirty (30) days of completion of the Series 2025 Project.

**D.** Landowner agrees that the provisions of this Agreement shall constitute a covenant running with the Series 2025 Assessment Area and shall remain in full force and effect and be

binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns as to the Series 2025 Assessment Area until released pursuant to the terms herein.

#### **SECTION 4. SPECIAL ASSESSMENT REALLOCATION.**

**A. *Assumptions as to the Series 2025 Assessments.*** As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of three hundred and eighty(380) single-family residential dwelling units with three hundred and eighty seven and four tenths (387.40) Equivalent Residential Units (“**ERU’s**”), as more specifically described by unit size/number in the Assessment Methodology, will be constructed within the Series 2025 Assessment Area.

**B. *Process for Reallocation of Assessments.*** The Series 2025 Assessments will be reallocated (“**Reallocation**”) as site plan(s) is submitted for approval for the Series 2025 Assessment Area or the Series 2025 Assessment Area is platted or re-platted (hereinafter collectively referred to as “**plat**” or “**platted**”). In connection with such platting of acreage within the Series 2025 Assessment Area, the Series 2025 Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as the Series 2025 Assessment Area is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2025 Assessments to the residential product types being platted and the remaining property in accordance with the Assessment Methodology and cause such Reallocation to be recorded in the District’s Improvement Lien Book.

(i) It is an express condition of the lien established by the Assessment Resolutions that at the time of recording any and all plats containing any portion of the Series 2025 Assessment Area as the District’s boundaries may be amended from time to time, shall be presented to the District for review, approval and calculation of the Series 2025 Assessments to the product types being platted and the remaining property in accordance with the Assessment Methodology. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation as to the Series 2025 Assessment Area. The District agrees that no further action by the Board shall be required. The District’s review of the plats shall be limited solely to the Reallocation of Series 2025 Assessments and enforcement of the District’s assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) As acreage within the Series 2025 Assessment Area is platted (each such date being a “**True-Up Date**”), the District shall determine if the number of ERU’s (and thus Series 2025 Assessments) able to be imposed on the remaining unplatted lands within the Series 2025 Assessment Area is lower than what was originally contemplated in the Assessment Methodology for the Series 2025 Assessments, and if it is, a True-Up Payment equal to the shortfall in Series 2025 Assessments resulting from the reduction of planned units plus any applicable interest and/or collection fees shall become immediately due and payable by Landowner that tax year in accordance with the Assessment Methodology, in addition to the regular assessment installment payable for assessed lands owned by the Landowner. The

District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt service obligations on the Series 2025 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii) The foregoing is based on the District's understanding with Landowner that lots within the Series 2025 Assessment Area are to be developed in a manner sufficient to include all of the planned ERU's identified in the Assessment Methodology for the Series 2025 Assessments. In no event shall the District collect Series 2025 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2025 Project, including all costs of financing and interest. The District, however, may collect Series 2025 Assessments in excess of the annual debt service related to the Series 2025 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2025 Bonds. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in Series 2025 Assessments collected in excess of the District's total debt service obligation for the Series 2025 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the Series 2025 Assessments.

(iv) Notwithstanding the foregoing, if it is determined that a True-Up Payment is due, the District may, but is not required to, suspend the True-Up Payment if the Landowner can demonstrate that there is sufficient development planned and capable of development on the remaining unplatted lands within the Series 2025 Assessment Area to ensure the District's timely and full payment of its debt service obligations on the Series 2025 Bonds.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of Series 2025 Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. Notwithstanding any provisions to the contrary contained in this Agreement, this Agreement is and shall be a nonrecourse obligation and the District shall look solely to the security held by the District for payment of any amounts due to District hereunder, and no judgment obtained in any action under this Agreement shall be enforced against any property, excepting the Series 2025 Assessment Area. By way of clarification, and not limitation, there shall be no ability to get a deficiency judgment against the Landowner.

**SECTION 6. ASSIGNMENT.**

**A. *Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the lands within the Series 2025 Assessment Area, binding upon Landowner and its successors and assigns as to the Series 2025 Assessment Area or portions thereof, and any transferee of any portion of the Series 2025 Assessment Area as set forth in this Section, except as permitted by subsection B., below, or subject to the conditions set forth in subsection C., below.

**B. Exceptions** – Landowner shall not transfer any portion of the Series 2025 Assessment Area to any third party without complying with the terms of subsection C. below, other than:

- (i) Platted and fully developed lots to homebuilders restricted from re-platting;
- (ii) Platted and fully developed lots to end users;
- (iii) Unplatted portions of the Series 2025 Assessment Area to a successor developer who agrees to accept and assume Landowner’s obligations hereunder; and
- (iv) Portions of the Series 2025 Assessment Area which are exempt from assessments to Charlotte County, the District, a homeowners’ association, or other governmental agencies.

Any transfer of any portion of Series 2025 Assessment Area pursuant to subsections (i), (ii) or (iv) listed above shall constitute an automatic release of such portion of the Series 2025 Assessment Area from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer. Any transfer of the Series 2025 Assessment Area pursuant to subsection (iii) listed above shall not serve to automatically release said lands from the scope and effect of this Agreement, and Landowner shall provide to the District a fully executed assignment and assumption of this Agreement entered into with Landowner’s successor-in-title.

**C. Transfer Conditions** – Landowner shall not transfer any portion of the Series 2025 Assessment Area to any third party, except as permitted by subsection B. above, without satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer (“**Transfer Condition**”). Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Series 2025 Assessment Area only arising from and after the date of such transfer and satisfaction of the Transfer Condition and the transferee, which by recording or causing to be recorded in the Official Records of Charlotte County the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith, and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Series 2025 Assessment Area so transferred. Regardless of whether the condition of this subsection is met, any transferee, other than those specified in subsection B., above, shall take title subject to the terms of this Agreement.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 8. NOTICE.** All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or hand delivered to the parties, as follows:

**A. If to the District:** Firelight Community  
Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
P.O. Box 10230  
Tallahassee, Florida 32302  
Attn: District Counsel

**B. If to Landowner:** Zemel Land Partners, LLC  
5800 Lakewood Ranch Blvd.  
Sarasota, Florida 34240  
Attn: David Goben, Manager

**And also a copy to:** Wideikis, Benedict & Berntsson, LLC  
3195 S Access Rd  
Englewood, FL 34224-1600  
Attn: Robert Berntsson

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**SECTION 9. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties.

**SECTION 10. TERMINATION.** This Agreement shall terminate automatically upon all Series 2025 Assessments having been allocated and the payment of any True-Up Payment having been determined to be due.

**SECTION 11. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 12. BENEFICIARIES.** Except as provided below, this Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2025 Bonds, on behalf of the Series 2025 Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, 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.

**SECTION 14. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that the exclusive venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Charlotte County, Florida.

**SECTION 15. EXECUTION IN 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 16. EFFECTIVE DATE.** This Agreement shall be effective \_\_\_\_\_, 2025.

*[signatures on next page]*

IN WITNESS WHEREOF, the Landowner and the District have caused this Agreement to be executed.

**WITNESSES:**

**ZEMEL LAND PARTNERS, LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
By: David Goben  
Its: Manager

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by David Goben as Manager of Zemel Land Partners, LLC, a Florida limited liability company, on behalf of company.

\_\_\_\_\_  
Notary Public, State of Florida

[notary seal]

Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



**WITNESSES:**

**FIRELIGHT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

\_\_\_\_\_  
By: John Leinaweaver

Its: Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by John Leinaweaver, as Chairperson of the Board of Supervisors of the Firelight Community Development District, on behalf of the District.

\_\_\_\_\_  
Notary Public, State of Florida

[notary seal]

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**Exhibit A:** Description of the Series 2025 Assessment Area

**Exhibit B:** *Revised Master Engineer's Report*, dated January 2025, and the *First Supplemental Engineer's Report for the Firelight Community Development District*, dated February 2025

## **EXHIBIT A**

### Legal Description of the Series 2025 Assessment Area

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 23 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE N.00°45'20"E., ALONG THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, FOR 1462.19 FEET; THENCE N.81°19'29"E. FOR 448.34 FEET; THENCE N.49°53'59"E. FOR 1662.50 FEET; THENCE N.40°06'01"W. FOR 125.00 FEET; THENCE N.44°00'49"W. FOR 93.29 FEET; THENCE N.73°08'29"W. FOR 1606.68 FEET TO THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE N.01°31'27"E., ALONG THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, FOR 731.62 FEET; THENCE S.88°28'33"E. FOR 205.09 FEET; THENCE N.72°07'46"E. FOR 484.10 FEET; THENCE S.88°03'11"E. FOR 806.43 FEET; THENCE S.88°44'07"E. FOR 125.00 FEET; THENCE S.63°12'27"E. FOR 55.41 FEET; THENCE S.88°44'07"E. FOR 125.00 FEET; THENCE N.60°17'59"E. FOR 152.02 FEET; THENCE N.90°00'00"E. FOR 723.59 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21; THENCE S.00°29'35"W., ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21, FOR 4122.24 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE N.89°58'44"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, FOR 2661.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 206.74 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT -EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK SITE CODE "PNTA", IN U.S. FEET WHEREIN THE SOUTH LINE OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 23 EAST BEARS S.89°35'50"W.

**Exhibit B**

*Revised Master Engineer's Report*, dated January 2025, and the *First Supplemental Engineer's Report for the Firelight Community Development District*, dated February 2025

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8A**

Serial Number  
25-00805T

# Business Observer

Published Weekly  
Port Charlotte, Charlotte County, Florida

COUNTY OF CHARLOTTE

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Port Charlotte, Charlotte County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

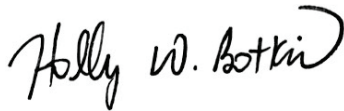
in the matter of Meeting on August 28, 2025 at 1:30pm; Firelight CDD

in the Court, was published in said newspaper by print in the

issues of 8/8/2025, 8/15/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.



Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

15th day of August, 2025 A.D.

by Holly Botkin who is personally known to me.



Notary Public, State of Florida  
(SEAL)



Catherine Eschmann  
Comm.: HH 322509  
Expires October 17, 2026  
Notary Public - State of Florida

## FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT

### NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Firelight Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE:	August 28, 2025
TIME:	1:30 p.m.
LOCATION:	4161 Tamiami Trail, Building 5, Unit 501 Port Charlotte, Florida 33952

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office"), during normal business hours or by visiting the District's website, <https://firelightcdd.net/>.

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

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

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

District Manager  
August 8, 15, 2025

25-00805T

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8B**

**RESOLUTION 2025-09**  
**[FY 2026 APPROPRIATION RESOLUTION]**

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

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Firelight Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.



- c. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

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

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

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

**PASSED AND ADOPTED THIS** 28th day of August, 2025.

ATTEST:

**FIRELIGHT COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** FY 2026 Budget

**Exhibit A: FY 2026 Budget**

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2026  
PROPOSED BUDGET**

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2025	3
Amortization Schedule - Series 2025A	4 - 5
Amortization Schedule - Series 2025B	6 - 7
Assessment Summary	8 - 9

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
PROPOSED BUDGET**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 03/31/2025	Projected through 09/30/2025	Total Actual & Projected	
<b>REVENUES</b>					
Landowner contribution	\$ 109,790	\$ 24,753	\$ 59,781	\$ 84,534	\$ 1,108,690
Total revenues	109,790	24,753	59,781	84,534	1,108,690
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	12,000	-	12,000	12,000	12,000
Management/accounting/recording**	48,000	12,000	20,000	32,000	48,000
Legal	25,000	6,137	8,000	14,137	25,000
Engineering	2,000	1,976	2,000	3,976	2,000
Audit	5,500	-	4,700	4,700	4,800
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	-	1,000	1,000	1,000
Debt service funding - accounting*	-	-	-	-	5,500
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	11	489	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	257	750	1,007	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	-	5,200	5,500
Contingencies/bank charges	750	477	273	750	750
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	109,790	27,288	55,772	83,060	114,590
<b>Field operations</b>					
Field operations management	-	-	-	-	15,000
Landscape maintenance					
Landscape maintenance & irrigation	-	-	-	-	391,000
Plant replacement	-	-	-	-	10,000
Tree care	-	-	-	-	25,000
Irrigation repairs	-	-	-	-	7,500
Irrigation water	-	-	-	-	48,500
Stormwater management					
Wet pond maintenance	-	-	-	-	17,300
Wet pond eroision repairs	-	-	-	-	5,000
Conservation area maintenance	-	-	-	-	45,800
Monitoring and reporting	-	-	-	-	10,000
Entry mountains and features					
Electricity	-	-	-	-	5,000
Pressure washing and maintenance	-	-	-	-	2,500
Parks and trails					
Porter services	-	-	-	-	3,000
Reparis and maintenance	-	-	-	-	5,000

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
PROPOSED BUDGET**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 03/31/2025	Projected through 09/30/2025	Total Actual & Projected	
Streetlighting	-	-	-	-	42,000
Amenity complex	-	-	-	-	226,500
Property insurance	-	-	-	-	110,000
Contingencies	-	-	-	-	25,000
Total field operations	-	-	-	-	994,100
Total expenditures	109,790	27,288	55,772	83,060	1,108,690
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,535)	4,009	1,474	-
Fund balance - beginning (unaudited)	-	(1,474)	(4,009)	(1,474)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(4,009)	-	-	-
Fund balance - ending	\$ -	\$ (4,009)	\$ -	\$ -	\$ -

\* These items will be realized when bonds are issued

\*\* WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 12,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed	
Management/accounting/recording**	48,000
<b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	4,800
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Debt service funding - accounting*	5,500
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Field operations management	15,000
Landscape maintenance	
Landscape maintenance & irrigation	391,000
Plant replacement	10,000
Tree care	25,000
Irrigation repairs	7,500
Irrigation water	48,500
Stormwater management	
Wet pond maintenance	17,300
Wet pond erosion repairs	5,000
Conservation area maintenance	45,800
Monitoring and reporting	10,000
Entry mountains and features	
Electricity	5,000
Pressure washing and maintenance	2,500
Parks and trails	
Porter services	3,000
Repairs and maintenance	5,000
Streetlighting	42,000
Amenity complex	226,500
Property insurance	110,000
Contingencies	25,000
Total expenditures	<u><u>\$ 1,108,690</u></u>



**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2025A AND 2025B  
PROPOSED BUDGET**

	Fiscal Year 2025				Proposed Budget
	Adopted Budget FY 2025	Actual through 03/31/2025	Projected through 09/30/2025	Total Actual & Projected	Budget FY 2026
<b>REVENUES</b>					
Special assessment: off-roll	-	-	-	-	1,079,333
Total revenues	-	-	-	-	1,079,333
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal - Series 2025A	-	-	-	-	120,000
Interest - Series 2025A	-	-	-	-	447,691
Interest - Series 2025B	-	-	-	-	384,947
Total debt service	-	-	-	-	952,638
<b>Other fees &amp; charges</b>					
Costs of issuance	-	-	229,310	229,310	-
Underwriter's discount	-	-	331,200	331,200	-
Total other fees & charges	-	-	560,510	560,510	-
Total expenditures	-	-	560,510	560,510	952,638
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(560,510)	(560,510)	126,695
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	-	2,084,665	2,084,665	-
Original issue discount	-	-	(90,350)	(90,350)	-
Total other financing sources/(uses)	-	-	1,994,315	1,994,315	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	1,433,805	1,433,805	126,695
Beginning fund balance (unaudited)	-	-	-	-	1,433,805
Ending fund balance (projected)	\$ -	\$ -	\$ 1,433,805	\$ 1,433,805	1,560,500
Use of fund balance:					
Debt service reserve account balance (required) - Series 2025A					(637,250)
Debt service reserve account balance (required) - Series 2025B					(442,750)
Principal and Interest expense - November 1, 2026 - Series 2025A					(254,818)
Principal and Interest expense - November 1, 2026 - Series 2025B					(221,375)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 4,307

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2025A AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			190,232.95	190,232.95	8,860,000.00
05/01/26	120,000.00	4.400%	257,458.13	377,458.13	8,740,000.00
11/01/26			254,818.13	254,818.13	8,740,000.00
05/01/27	130,000.00	4.400%	254,818.13	384,818.13	8,610,000.00
11/01/27			251,958.13	251,958.13	8,610,000.00
05/01/28	135,000.00	4.400%	251,958.13	386,958.13	8,475,000.00
11/01/28			248,988.13	248,988.13	8,475,000.00
05/01/29	140,000.00	4.400%	248,988.13	388,988.13	8,335,000.00
11/01/29			245,908.13	245,908.13	8,335,000.00
05/01/30	145,000.00	4.400%	245,908.13	390,908.13	8,190,000.00
11/01/30			242,718.13	242,718.13	8,190,000.00
05/01/31	155,000.00	4.900%	242,718.13	397,718.13	8,035,000.00
11/01/31			238,920.63	238,920.63	8,035,000.00
05/01/32	160,000.00	4.900%	238,920.63	398,920.63	7,875,000.00
11/01/32			235,000.63	235,000.63	7,875,000.00
05/01/33	170,000.00	4.900%	235,000.63	405,000.63	7,705,000.00
11/01/33			230,835.63	230,835.63	7,705,000.00
05/01/34	175,000.00	4.900%	230,835.63	405,835.63	7,530,000.00
11/01/34			226,548.13	226,548.13	7,530,000.00
05/01/35	185,000.00	4.900%	226,548.13	411,548.13	7,345,000.00
11/01/35			222,015.63	222,015.63	7,345,000.00
05/01/36	195,000.00	5.900%	222,015.63	417,015.63	7,150,000.00
11/01/36			216,263.13	216,263.13	7,150,000.00
05/01/37	210,000.00	5.900%	216,263.13	426,263.13	6,940,000.00
11/01/37			210,068.13	210,068.13	6,940,000.00
05/01/38	220,000.00	5.900%	210,068.13	430,068.13	6,720,000.00
11/01/38			203,578.13	203,578.13	6,720,000.00
05/01/39	235,000.00	5.900%	203,578.13	438,578.13	6,485,000.00
11/01/39			196,645.63	196,645.63	6,485,000.00
05/01/40	250,000.00	5.900%	196,645.63	446,645.63	6,235,000.00
11/01/40			189,270.63	189,270.63	6,235,000.00
05/01/41	265,000.00	5.900%	189,270.63	454,270.63	5,970,000.00
11/01/41			181,453.13	181,453.13	5,970,000.00
05/01/42	280,000.00	5.900%	181,453.13	461,453.13	5,690,000.00
11/01/42			173,193.13	173,193.13	5,690,000.00
05/01/43	295,000.00	5.900%	173,193.13	468,193.13	5,395,000.00
11/01/43			164,490.63	164,490.63	5,395,000.00
05/01/44	315,000.00	5.900%	164,490.63	479,490.63	5,080,000.00
11/01/44			155,198.13	155,198.13	5,080,000.00
05/01/45	335,000.00	5.900%	155,198.13	490,198.13	4,745,000.00
11/01/45			145,315.63	145,315.63	4,745,000.00
05/01/46	355,000.00	6.125%	145,315.63	500,315.63	4,390,000.00
11/01/46			134,443.75	134,443.75	4,390,000.00
05/01/47	380,000.00	6.125%	134,443.75	514,443.75	4,010,000.00
11/01/47			122,806.25	122,806.25	4,010,000.00
05/01/48	400,000.00	6.125%	122,806.25	522,806.25	3,610,000.00
11/01/48			110,556.25	110,556.25	3,610,000.00
05/01/49	425,000.00	6.125%	110,556.25	535,556.25	3,185,000.00
11/01/49			97,540.63	97,540.63	3,185,000.00

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2025A AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/50	455,000.00	6.125%	97,540.63	552,540.63	2,730,000.00
11/01/50			83,606.25	83,606.25	2,730,000.00
05/01/51	480,000.00	6.125%	83,606.25	563,606.25	2,250,000.00
11/01/51			68,906.25	68,906.25	2,250,000.00
05/01/52	510,000.00	6.125%	68,906.25	578,906.25	1,740,000.00
11/01/52			53,287.50	53,287.50	1,740,000.00
05/01/53	545,000.00	6.125%	53,287.50	598,287.50	1,195,000.00
11/01/53			36,596.88	36,596.88	1,195,000.00
05/01/54	580,000.00	6.125%	36,596.88	616,596.88	615,000.00
11/01/54			18,834.38	18,834.38	615,000.00
05/01/55	615,000.00	6.125%	18,834.38	633,834.38	-
<b>Total</b>	<b>8,860,000.00</b>		<b>10,367,222.33</b>	<b>19,227,222.33</b>	

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2025B AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			163,571.53	163,571.53	7,700,000.00
05/01/26			221,375.00	221,375.00	7,700,000.00
11/01/26			221,375.00	221,375.00	7,700,000.00
05/01/27			221,375.00	221,375.00	7,700,000.00
11/01/27			221,375.00	221,375.00	7,700,000.00
05/01/28			221,375.00	221,375.00	7,700,000.00
11/01/28			221,375.00	221,375.00	7,700,000.00
05/01/29			221,375.00	221,375.00	7,700,000.00
11/01/29			221,375.00	221,375.00	7,700,000.00
05/01/30			221,375.00	221,375.00	7,700,000.00
11/01/30			221,375.00	221,375.00	7,700,000.00
05/01/31			221,375.00	221,375.00	7,700,000.00
11/01/31			221,375.00	221,375.00	7,700,000.00
05/01/32			221,375.00	221,375.00	7,700,000.00
11/01/32			221,375.00	221,375.00	7,700,000.00
05/01/33			221,375.00	221,375.00	7,700,000.00
11/01/33			221,375.00	221,375.00	7,700,000.00
05/01/34			221,375.00	221,375.00	7,700,000.00
11/01/34			221,375.00	221,375.00	7,700,000.00
05/01/35	7,700,000.00	5.750%	221,375.00	7,921,375.00	-
<b>Total</b>	<b>7,700,000.00</b>		<b>4,369,696.53</b>	<b>12,069,696.53</b>	

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll					
		FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Product/Parcel	Units				
SF 40'	53	\$ -	\$ 1,315.95	\$ 1,315.95	n/a
SF 50'	237	-	1,642.12	1,642.12	n/a
SF 60'	90	-	1,973.92	1,973.92	n/a
<b>Total</b>	<b>380</b>				

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

9

**BUDGET FUNDING AGREEMENT**  
**FISCAL YEAR 2026**

This Agreement (the "Agreement") is made and entered into this 28<sup>th</sup> day of August, 2025, by and between:

**Firelight Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Charlotte County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

**Zemel Land Partners, LLC**, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 5800 Lakewood Ranch Boulevard, Sarasota, Florida 34240.

**Recitals**

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently owns and/or is developing the Property within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget ("**Budget**") attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the FY 2026 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2026 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

**WHEREAS**, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer's consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District's general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:

- a. [*Contractual Lien*]. The District shall have the right to file a continuing lien ("**Lien**") upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a "Notice of Lien" in the public records of the County.



- b. *[Enforcement Action]* The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
- c. *[Uniform Method; Direct]* The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

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

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

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

7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

**ATTEST:**

**FIRELIGHT COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**ZEMEL LAND PARTNERS, LLC**

\_\_\_\_\_  
Witness

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

**Exhibit A:** FY 2026 Budget

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2024**

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA**

**TABLE OF CONTENTS**

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	9
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	10
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	10
Notes to Financial Statements	11-16
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	17
Notes to Required Supplementary Information	18
OTHER INFORMATION	
Data Elements Required by Florida Statute 218.39(3)(c)	19
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	20-21
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	22
MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	23-24



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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Firelight Community Development District  
Charlotte County, Florida

### Report on the Audit of the Financial Statements

#### ***Opinions***

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

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

#### ***Basis for Opinions***

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

#### ***Responsibilities of Management for the Financial Statements***

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

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

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

#### ***Required Supplementary Information***

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

#### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



June 24, 2025

## MANAGEMENT'S DISCUSSION AND ANALYSIS

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

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 2023-012 of the Charlotte County, Florida effective on March 29, 2023 and no audit was required for the prior period. As a result, the balances as of and for the period ended September 30, 2023, are unaudited.

### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$14,993).
- The change in the District's total net position in comparison with the prior fiscal year was \$5,399, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balance of (\$18,421), an increase of \$1,971 in comparison with the prior fiscal year. The total fund balance is unassigned deficit fund balance in the debt service fund and capital projects fund.

### OVERVIEW OF FINANCIAL STATEMENTS

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

#### Government-Wide Financial Statements

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

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

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

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.



## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Fund Financial Statements

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

### Governmental Funds

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

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

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

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

NET POSITION		SEPTEMBER 30,	
	2024	2023	
Current and other assets	\$ 29,907	\$ 42,117	
Capital assets, net of depreciation	3,428	-	
Total assets	33,335	42,117	
Current liabilities	26,855	51,423	
Long-term liabilities	21,473	11,086	
Total liabilities	48,328	62,509	
Net position			
Net investment in capital assets	3,428	-	
Unrestricted	(18,421)	(20,392)	
Total net position	\$ (14,993)	\$ (20,392)	

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

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

CHANGES IN NET POSITION		FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2024	2023*	
		(Unaudited)	
Revenues:			
Program revenues			
Operating grants and contributions	\$ 67,246	\$ 17,098	
Total revenues	67,246	17,098	
Expenses:			
General government	57,940	26,404	
Bond issue costs	3,907	11,086	
Total expenses	61,847	37,490	
Change in net position	5,399	(20,392)	
Net position - beginning	(20,392)	-	
Net position - ending	\$ (14,993)	\$ (20,392)	

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024, was \$61,847. The costs of the District's activities were funded by program revenues which were comprised of Developer contributions.

## GENERAL BUDGETING HIGHLIGHTS

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

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is anticipated that the cost of the general operations of the District will increase during the subsequent fiscal year.

#### CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have questions about this report or need additional financial information, contact the Firelight Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

	Governmental Activities
<b>ASSETS</b>	
Cash and cash equivalents	\$ 7,731
Due from Developer	22,176
Capital assets:	
Nondepreciable	3,428
Total assets	<u>33,335</u>
<b>LIABILITIES</b>	
Accounts payable	19,869
Developer advance	6,000
Due to Developer	21,473
Contract Payable	986
Total liabilities	<u>48,328</u>
<b>NET POSITION</b>	
Net investment in capital assets	3,428
Unrestricted	(18,421)
Total net position	<u>\$ (14,993)</u>

See notes to the financial statements

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
Primary government:					
Governmental activities:					
General government	\$ 57,940	\$ 67,246	\$ -	\$ -	9,306
Total governmental activities	61,847	67,246	-	-	5,399
Change in net position					5,399
Net position - beginning					(20,392)
Net position - ending					<u>\$ (14,993)</u>

See notes to the financial statements

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
<b>ASSETS</b>				
Cash and cash equivalents	\$ 7,731	\$ -	\$ -	\$ 7,731
Due from Developer	21,190	-	986	22,176
Total assets	<u>\$ 28,921</u>	<u>\$ -</u>	<u>\$ 986</u>	<u>\$ 29,907</u>
<b>LIABILITIES, AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 19,869	\$ -	\$ 986	\$ 20,855
Due to Developer	3,052	14,993	3,428	21,473
Developer advance	6,000	-	-	6,000
Total liabilities	<u>28,921</u>	<u>14,993</u>	<u>4,414</u>	<u>48,328</u>
Fund balances:				
Unassigned	-	(14,993)	(3,428)	(18,421)
Total fund balances	<u>-</u>	<u>(14,993)</u>	<u>(3,428)</u>	<u>(18,421)</u>
Total liabilities and fund balances	<u>\$ 28,921</u>	<u>\$ -</u>	<u>\$ 986</u>	<u>\$ 29,907</u>

**RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

Fund balance - governmental funds \$ (18,421)

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	3,428	
Accumulated depreciation	-	3,428
	<u>3,428</u>	
Net position of governmental activities		<u>\$ (14,993)</u>

See notes to the financial statement

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>REVENUES</b>				
Developer contributions	\$ 67,246	\$ -	\$ -	\$ 67,246
Total revenues	67,246	-	-	67,246
<b>EXPENDITURES</b>				
Current:				
General government	57,940	-	-	57,940
Debt service:				
Bond issuance costs	-	3,907	-	3,907
Capital outlay	-	-	3,428	3,428
Total expenditures	57,940	3,907	3,428	65,275
Excess (deficiency) of revenues over (under) expenditures	9,306	(3,907)	(3,428)	1,971
Fund balances - beginning	(9,306)	(11,086)	-	(20,392)
Fund balances - ending	\$ -	\$ (14,993)	\$ (3,428)	\$ (18,421)

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ 1,971
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of those assets is eliminated in the statement of activities and capitalized in the statement of net position.	3,428
Change in net position of governmental activities	\$ 5,399

See notes to the financial statements

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY**

Firelight Community Development District (formerly known as, Eagle Creek Community Development District) was established by the County Commission of Charlotte County via Ordinance No. 2023-012 effective on March 29, 2023, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

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

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2024, certain Board members are affiliated with the Developer.

The Board has the responsibility for:

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

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

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

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

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



## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

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

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

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

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### **Capital Projects Fund**

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

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

### **Assets, Liabilities and Net Position or Equity**

#### **Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### Deposits and Investments

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

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

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

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

### Prepaid Items

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

### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

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

### Unearned Revenue

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

### Long-Term Obligations

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

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Long-Term Obligations (Continued)

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

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

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

The District can establish limitations on the use of fund balance as follows:

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

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

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

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

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Other Disclosures

#### Use of Estimates

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

## NOTE 3 - BUDGETARY INFORMATION

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

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

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

## NOTE 4 – DEPOSITS

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

## NOTE 5 – CAPITAL ASSETS

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

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ -	\$ 3,428	\$ -	\$ 3,428
Total capital assets, not being depreciated	-	3,428	-	3,428
Governmental activities capital assets, net	\$ -	\$ 3,428	\$ -	\$ 3,428

Developer contributions to the capital projects fund for the current fiscal year were \$3,428, which includes a receivable of \$968 as of September 30, 2024.

#### **NOTE 6 – DEVELOPER TRANSACTION**

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund for the current fiscal year were \$67,246, which includes a receivable of \$21,190 as of September 30, 2024.

#### **NOTE 7 - CONCENTRATION**

The District's activity is dependent upon the continued involvement of the Developer and major landowners, the loss of which could have a material adverse effect on the District's operations.

#### **NOTE 8 - MANAGEMENT COMPANY**

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

#### **NOTE 9 - RISK MANAGEMENT**

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

#### **NOTE 10 – DEFICIT FUND EQUITY**

The debt service fund had a deficit fund balance of (\$14,993) at September 30, 2024. The deficit is expected to be covered with bond proceeds during a subsequent year.

At September 30, 2024, the District has a deficit fund balance in the capital projects fund of (\$3,428). The deficit will be eliminated in the subsequent period through a transfer from other funds.

#### **NOTE 11 – SUBSEQUENT EVENTS**

##### Boundaries Amended

On February 25, 2025, pursuant to Ordinance No. 2025-002, the District boundaries were amended to add 144.82 acres. The total area of the District, as expanded, shall encompass 459.01 acres.

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts <u>Original &amp; Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Developer Contributions	\$ 97,790	\$ 67,246	\$ (30,544)
Total revenues	<u>97,790</u>	<u>67,246</u>	<u>(30,544)</u>
<b>EXPENDITURES</b>			
Current:			
General government	97,790	57,940	39,850
Total expenditures	<u>97,790</u>	<u>57,940</u>	<u>39,850</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	9,306	<u>\$ 9,306</u>
Fund balance - beginning		<u>(9,306)</u>	
Fund balance - ending		<u>\$ -</u>	

See notes to required supplementary information

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

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

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT  
CHARLOTTE COUNTY, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	0
Employee compensation	\$0
Independent contractor compensation	\$0
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$0 Debt Service - \$0
Special assessments collected	\$0
Outstanding Bonds:	Not applicable





**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Firelight Community Development District  
Charlotte County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Firelight Community Development District, Charlotte County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 24, 2025.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Bhav & Associates*

June 24, 2025



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Firelight Community Development District  
Charlotte County, Florida

We have examined Firelight Community Development District, Charlotte County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Supervisors of Firelight Community Development District, Charlotte County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

*Grau & Associates*

June 24, 2025



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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## MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors  
Firelight Community Development District  
Charlotte County, Florida

### Report on the Financial Statements

We have audited the accompanying basic financial statements of Firelight Community Development District, Charlotte County, Florida ("District") as of and for fiscal year ended September 30, 2024, and have issued our report thereon dated June 24, 2025.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 24, 2025, should be considered in conjunction with this management letter.

### Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Firelight Community Development District, Charlotte County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Firelight Community Development District, Charlotte County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

*Grau & Associates*

June 24, 2025

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

Not applicable. First year audit.

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Not applicable. First year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 19.

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10A**

**RESOLUTION 2025-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE  
AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2024**

**WHEREAS**, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Statements for Fiscal Year 2024;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT;**

**1.** The Audited Financial Statements for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

**2.** A verified copy of said Audited Financial Statements for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

**PASSED AND ADOPTED** this 28th day of August, 2025.

**ATTEST:**

**FIRELIGHT COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**11**



**FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ☐ No ☐

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

**Standard:** CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

### **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes ☐ No ☐

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District Manager

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Chair/Vice Chair, Board of Supervisors

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Print Name

---

Print Name

---

Date

---

Date

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12**

This Instrument was prepared by:  
Charlotte County Utilities  
25550 Harbor View Road, Suite 1  
Port Charlotte, FL 33980  
(941) 764-4300

**Return to: Charlotte County Utilities**  
25550 Harbor View Road, Suite 1  
Port Charlotte, FL 33980  
(941) 764-4300

**CHARLOTTE COUNTY UTILITIES SERVICE AGREEMENT**  
With  
Firelight Community Development District

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between Firelight Community Development District hereafter "District" and Charlotte County Utilities, hereafter "Utility".

District owns real property located at 26000 Zemel Rd, that is located in the Charlotte County Utilities service area (the "Property"), said Property being more fully described in the legal description attached hereto and incorporated herein by reference as Exhibit "A."

**A. UTILITY AND DISTRICT AGREE:**

1. That the total capacity needed to provide potable water and sewer service to District residential subdivision operating at the Property is 255 Equivalent Residential Connections (ERCs) for potable water and 255 Equivalent Residential Connections (ERCs) for sewer. The District has elected to reserve 50% capacity of Phase 1A. This agreement will reserve 44 potable water and sewer ERCs.

**B. UTILITY AGREES:**

1. To provide the District with potable water and sewer service to the Property in accordance with the Uniform Water and Sewer Tariff and the Utility Extension Standards, as may be amended from time to time.

**C. DISTRICT AGREES:**

1. To pay Utility all applicable security deposits; administration fees; recording fees and any other applicable fees or costs, as described in Exhibit "B". These charges shall be due and payable at the time of execution of this Agreement. Pursuant to Section 3-8-55 of the Utility Extension Standards, the District has elected to reserve fifty percent (50%) of the planned capacity for the project. Fifty percent (50%) of the TAP fee is payable within forty-five (45) days of execution of the Utility Agreement, or prior to the preconstruction meeting, whichever occurs first. The balance of the TAP fee is due and payable, at the County's rate in effect when payment is made by District, to reserve the remaining capacity required for the project, prior to issuance of the first Certificate of Occupancy.

2. To pay all monthly charges as invoiced by Utility within twenty (20) days of the billing dates. After five (5) day's written notice of failure to pay, Utility has the right to disconnect service and/or lien the property and all applicable charges must be paid before reconnection or release of lien.
3. Utility, its officers, agents, or employees shall have the right to ingress and egress at all times, to the premises of the District for any purposes connected with the delivery of utility services and shall have access at all times to Utility's lines, meters, sewer systems and other Utility property. The areas where such facilities are located will be kept free of shrubbery, trees, fences, interferences from pets, and other obstructions. District shall notify Utility within a reasonable time of any known or suspected damage to Utility's lines, meters, sewer systems or other property. District shall be solely responsible for any and all suits, actions, claims, demands, damages, loss and liability of any nature whatsoever arising out of District's failure to allow Utility ingress and egress to the premises, or District's failure to report any damage to Utility's lines, meters, sewer system or other Utility property. District agrees that, in consideration of \$10.00, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, District shall indemnify, defend, save and hold harmless Utility from all suits, actions, claims, demands, damages, loss and liability of any nature whatsoever arising out of any act, neglect, or default of the District that causes damage or injury to Utility.
4. That sale of water to District occurs at the meter, and Utility has no responsibility relative to service or supplying water after said water passes through the meter. Utility's responsibility relative to sewer service commences at the property line and/or utility easement line.
5. District shall bear its fair share responsibility for funding the design, permitting, construction, and certification of the water and sewer facilities. On-site facility services will be the responsibility of the District. A separate cost share agreement will be executed for the upsizing of the potable water main and force mains.
6. If applicable, Distribution and/or Collection fee credits will be applied in the Exhibit "B" and will be calculated using the approved Engineer's Opinion of Probable Cost (EOPC) for the project. The Distribution and/or Collection fee credits may not exceed the total amount of Distribution and/or Collection Fees due for the property covered by this agreement, in accordance with Utility Extension Standards.
7. District will be charged by County to inspect and monitor the utility work being performed by Developer. The inspection fee is 5% of the approved Engineer's Opinion of Probable Cost (EOPC) for the project, included in Exhibit "D".
8. If applicable, Developer/Owner agrees to install a grease interceptor of a size required by Utility and to abide by the Charlotte County Code, as may be amended

from time to time, which prohibits the discharge of pollutants which interfere with, contaminate, or pass through the wastewater collection and treatment systems.

9. District agrees to install, if necessary, at its expense, AWWA approved backflow control devices at service meters and double detector check valves, as specified by Utility.
10. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the Utility and District and their respective successors, assigns, and legal representatives.
11. If District's actual capacity utilization exceeds the capacity allocated in this Utility Agreement, as determined by the Utility, then said Develop//Owner shall pay, on demand, Connection Fees for such excess capacity utilized, together with all other applicable fees as set forth herein.



IN WITNESS WHEREOF, Utility and District have executed this Agreement as of the date and year first written above.

ATTEST:

CHARLOTTE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Utilities Director

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

CUSTOMER: Firelight Community Development District

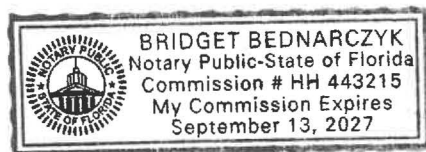
By: [Signature]

Its: JOHN LEINAWEAVER, CHAIR  
Printed Name & Title

STATE OF Florida

COUNTY OF Sarasota

The forgoing instrument was acknowledged before me this 28th day of July, 2025, by John Leina weaver, as Chair, of Firelight Community Development District. He/She is personally known to me or has produced FLDL L516-466-56-335-0 as identification.



Bridget Bednarczyk  
Notary Public  
Bridget Bednarczyk  
Printed Name  
HH 443215  
Commission or Serial Number

**EXHIBIT A  
LEGAL DESCRIPTION**

<b>Short Legal</b>	<b>Legal Description</b>
ZZZ 214223 P2	21 42 23 P-2 314 AC. M/L TH W1/2 LESS 6A CANAL R/W FURTHER LESS PARCEL BSR2-106 AS DESC OR 4419/1578 OOT4419/1578 4985/2069 3245250 GOV3242412 GOV3453555

**EXHIBIT B  
SCHEDULE OF FEES**

**Project:** Firelight North  
**Project #:** 23-1057

Occupancy	Meter Size	# of Meters	Water ERCs	Sewer ERCs
88 Single Family Residences - Phase 1A	3/4"	88	88	88
167 Single-Family Residences Phase 1B	3/4"	167	167.000	167.000
<b>Total Reserved for the Property (Min 1 ERC)=&gt;</b>			<b>255.000</b>	<b>255.000</b>

**CONNECTION CHARGES DUE AT TIME OF CONTRACT:\***

<b>Connection Fees:</b>		Water:	255.000 ERC's X	\$	2,407.00 per ERC	\$	613,785.00
		Sewer:	255.000 ERC's X	\$	2,251.00 per ERC	\$	574,005.00
<b>Distribution Charge:</b>		Water:	255.000 ERC's X	\$	2,940.00 per ERC	\$	749,700.00
<b>Distribution Credit:</b>						\$	(749,700.00)
<b>Collection Charge:</b>		Sewer:	255.000 ERC's X	\$	2,910.00 per ERC	\$	742,050.00
<b>Collection Credit:</b>						\$	(742,050.00)
<b>Service Installation Fee:</b>		Water:	0.000 Conn X	\$	- per metered conn	\$	-
		Sewer:	0.000 Conn X	\$	- per metered conn	\$	-
<b>Meter Fees:</b>		Water:	255 Meters X	\$	375.00 3/4" Meter	\$	95,625.00

**ADDITIONAL CHARGES DUE AT TIME OF CONTRACT:**

<b>Inspection Fee:</b>	(5% of estimated construction cost)	\$	3,357,625.50	\$	167,881.28
<b>Administration Fee:</b>				\$	250.00
<b>TOTAL PROJECT</b>				<b>\$</b>	<b>1,451,546.28</b>

**THIS AGREEMENT - PHASE 1A - 50% ONLY**

44 water ERCs, 44 sewer ERCs, 44 meters, 5% Phase 1A Inspection fees, and Administration Fee

**\$318,640.07**

**EXHIBIT C**  
**CLOSING DOCUMENTS (if applicable)**

1. Recorded Utility Easement(s):
  - Must be submitted for review and approval by Charlotte County Utilities prior to recording at County Clerk of the Court
  - Must include all utility lines, facilities and appurtenances from the main to the property line including all onsite sewer main lines and manholes
2. Recorded Utility Easement(s) must be submitted to the Charlotte County Utilities Department for review prior to recording.
3. Payment Affidavit
4. Waiver of Lien
5. Bill of Sale
6. One (1) year warranty (from date of Engineer's Certification and acceptance by the Utility) to be provided by the contractor and/or Developer
7. Certification of Detailed Cost of Contributory Assets  
*(Above forms are available on CCU web site at <https://www.charlottecountyfl.gov/dept/utilities/Pages/Utilities-Forms.aspx> )*
8. As-Built and Record Drawings: As-Built drawing submittals are required for all developments that have new utility lines or extensions such as water, sewer and reclaimed mains and apparatuses such as manholes, valves, lift stations etc. As-Built drawing submittals are NOT required for developments that will be only connecting via a new water, sewer or reclaimed service connection. Upon CCU approval of the As-built Drawings, if required, the Record Drawings shall be submitted. Both As-Built and Record Drawings should conform to Charlotte County Minimum Drawing Requirements and CAD Standards as well as the following:
  - Minimum of two (2) paper copies for review (1 to be retained by CCUD).
  - One electronic data deliverable package with the drawings on one (1) Compact Disc in AutoCAD 2010 or current
  - Must conform to the current CCU minimum requirements and CAD Standards (<https://www.charlottecountyfl.gov/dept/utilities/Pages/Design-Compliance-Standards.aspx>)
  - Must comply with Florida State Statute 472.027 and Minimum Technical Standards Rule 5J-17 Florida Administrative Code, all points in drawings will be referenced to NAD 1983 State Plane Florida West Feet Coordinate System.
  - As-Built must be signed and sealed by a Florida Registered Surveyor and Mapper
  - Record Drawings must be signed and sealed by a Florida Registered Engineer of Record
9. Daily Inspection Report(s)
10. Pressure Test Report(s)
11. Bacteriological Test Report(s)



**EXHIBIT D  
ENGINEER'S OPINION OF PROBABLE COST (EOPC)**

PHASE 1A					
ITEM NO.	ITEM DESCRIPTION	UNIT			TOTAL
POTABLE WATER DISTRIBUTION					\$141,039.50 can be credited
CCU OWNED					
A-1	Connection to existing Water Main	EA	1	\$5,000.00	\$5,000.00
A-2	16" DR-18 C905 PVC Water Main	LF	3415	\$87.20	\$297,788.00
A-3	8" DR-18 C900 PVC Water Main	LF	1770	\$41.30	\$73,101.00
A-4	Fire Hydrant Assembly	EA	4	\$7,500.00	\$30,000.00
A-5	Air Release Valve	EA	1	\$1,850.00	\$1,850.00
A-6	16" Gate Valves	EA	7	\$6,000.00	\$42,000.00
A-7	8" Gate Valves	EA	5	\$3,000.00	\$15,000.00
A-8	Single Water Service w/ Meter Install	EA	22	\$750.00	\$16,500.00
A-9	Double Water Service w/ Meter Install	EA	33	\$950.00	\$31,350.00
A-10	3/4" Above Ground Meter & BFP (LS)	EA	1	\$1,500.00	\$1,500.00
A-11	Blow Off Assembly	EA	1	\$500.00	\$500.00
A-12	16" Fittings (tee, reducers, crosses, bends, etc.)	LB	4050	\$6.20	\$25,110.00
A-13	Locate Bolls & Marker Tape	EA	96	\$40.00	\$3,840.00
CCU OWNED POTABLE WATER TOTAL					\$543,539.00
PRIVATELY OWNED					
A-14	Residential BFP	EA	88	\$750.00	\$66,000.00
PRIVATELY OWNED POTABLE WATER TOTAL					\$66,000.00
WASTEWATER COLLECTION					
CCU OWNED					
B-1	8" Gravity Sewer (0'-6')	LF	183	\$50.00	\$9,150.00
B-2	8" Gravity Sewer (6'-8')	LF	580	\$60.00	\$34,800.00
B-3	8" Gravity Sewer (8'-10')	LF	416	\$70.00	\$29,120.00
B-4	8" Gravity Sewer (10'-12')	LF	472	\$78.00	\$36,816.00
B-5	8" Gravity Sewer (12'-14')	LF	913	\$85.00	\$77,605.00
B-6	8" Gravity Sewer (14'-16')	LF	1113	\$95.00	\$105,735.00
B-7	8" Gravity Sewer (16'-18')	LF	230	\$110.00	\$25,300.00
B-8	Sanitary Sewer Manhole (0'-6')	EA	3	\$5,000.00	\$15,000.00
B-9	Sanitary Sewer Manhole (6'-8')	EA	1	\$6,000.00	\$6,000.00
B-10	Sanitary Sewer Manhole (8'-10')	EA	3	\$7,000.00	\$21,000.00
B-11	Sanitary Sewer Manhole (10'-12')	EA	1	\$8,500.00	\$8,500.00
B-12	Sanitary Sewer Manhole (12'-14')	EA	5	\$10,500.00	\$52,500.00
B-13	Sanitary Sewer Manhole (14'-16')	EA	5	\$12,500.00	\$62,500.00
B-14	Sanitary Sewer Manhole (16'-18')	EA	2	\$14,500.00	\$29,000.00
B-15	Single Sanitary Sewer Service	EA	1	\$28,600.00	\$28,600.00
B-16	Double Sanitary Sewer Service	EA	31	\$1,300.00	\$40,300.00
B-17	12" DR-18 C900 PVC Forcemain	LF	3376	\$65.40	\$220,790.40
B-18	6" DR-18 C900 PVC Forcemain	LF	72	\$35.00	\$2,520.00
B-19	12" Plug Valve	EA	2	\$3,800.00	\$7,600.00
B-20	6" Plug Valve	EA	1	\$1,600.00	\$1,600.00
B-21	Lift Station (8' Diameter)	EA	1	\$500,000.00	\$500,000.00

B-22	12" Fittings	LB	1630	\$6.20	\$10,106.00
B-23	Locate Balls & Marker Tape	EA	117	\$40.00	\$4,680.00
<b>CCU OWNED WASTEWATER TOTAL</b>					<b>\$1,329,222.40</b>
<b>UTILITIES TOTAL PHASE 1A</b>					<b>\$1,938,761.40</b>

PHASE 1B					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<b>POTABLE WATER DISTRIBUTION</b>					
<b>CCU OWNED</b>					
A-1	Tie into existing Water Main	EA	6	\$5,000.00	\$30,000.00
A-2	8" DR-18 C900 PVC Water Main	LF	9207	\$41.30	\$380,249.10
A-3	8" DR-11 HDPE Water Main	LF	50	\$52.00	\$2,600.00
A-4	Fire Hydrant Assembly	EA	9	\$7,500.00	\$67,500.00
A-5	8" Gate Valves	EA	13	\$3,000.00	\$39,000.00
A-6	6"x6" Tapping Sleeve w/ Gate Valve	EA	1	\$2,500.00	\$2,500.00
A-7	Single Water Service w/ Meter Install	EA	23	\$750.00	\$17,250.00
A-8	Double Water Service w/ Meter Install	EA	72	\$950.00	\$68,400.00
A-9	Blow Off Assembly	EA	1	\$500.00	\$500.00
A-10	8" Fittings (tee, reducers, crosses, bends, etc.)	LB	1845	\$6.20	\$11,439.00
A-11	Locate Balls & Marker Tape	EA	160	\$40.00	\$6,400.00
<b>CCU OWNED POTABLE WATER TOTAL</b>					<b>\$625,838.10</b>
<b>PRIVATELY OWNED</b>					
A-12	Residential BFP	EA	165	\$750.00	\$123,750.00
<b>PRIVATELY OWNED POTABLE WATER TOTAL</b>					<b>\$123,750.00</b>
<b>WASTEWATER COLLECTION</b>					
<b>CCU OWNED</b>					
B-1	8" Gravity Sewer (0'-6')	LF	1349	\$50.00	\$67,450.00
B-2	8" Gravity Sewer (6'-8')	LF	2360	\$60.00	\$141,600.00
B-3	8" Gravity Sewer (8'-10')	LF	739	\$70.00	\$51,730.00
B-4	8" Gravity Sewer (10'-12')	LF	822	\$78.00	\$64,116.00
B-5	Sanitary Sewer Manhole (0'-6')	EA	13	\$5,000.00	\$65,000.00
B-6	Sanitary Sewer Manhole (6'-8')	EA	14	\$6,000.00	\$84,000.00
B-7	Sanitary Sewer Manhole (8'-10')	EA	4	\$7,000.00	\$28,000.00
B-8	Sanitary Sewer Manhole (10'-12')	EA	2	\$8,500.00	\$17,000.00
B-9	Sanitary Sewer Manhole (12'-14')	EA	1	\$10,500.00	\$10,500.00
B-10	Single Sanitary Sewer Service	EA	27	\$1,100.00	\$29,700.00
B-11	Double Sanitary Sewer Service	EA	70	\$1,300.00	\$91,000.00
B-12	Locate Balls & Marker Tape	EA	167	\$40.00	\$6,680.00
B-13	Tie into existing Gravity Sewer Stubouts	EA	5	\$2,500.00	\$12,500.00
<b>CCU OWNED WASTEWATER TOTAL</b>					<b>\$669,276.00</b>
<b>UTILITIES TOTAL PHASE 1B</b>					<b>\$1,418,864.10</b>



**APPROVED**

By Basia Baster at 10:46 am, Feb 11, 2025 North Phase I

**RECEIVED**

By Denise Elliott at 10:34 am, Feb 11, 2025

CHARLOTTE COUNTY, FLORIDA

ENGINEER'S ESTIMATE OF PROBABLE UTILITY CONSTRUCTION COSTS 2/2025

CCU PROJECT #: 23-1057

UTILITIES SUMMARY	
POTABLE WATER	\$1,359,127.10
WASTEWATER	\$1,998,498.40
CCU COST SHARE	\$284,778.90
CCU OWNED TOTAL	\$3,167,875.50
PRIVATELY OWNED TOTAL	\$189,750.00
UTILITIES TOTAL	\$3,357,625.50



THIS ITEM HAS BEEN  
DIGITALLY SIGNED AND  
SEALED BY RYAN W.  
POWERS, P.E. ON THE DATE  
ADJACENT TO THE SEAL.  
PRINTED COPIES OF THIS  
DOCUMENT ARE NOT  
CONSIDERED SIGNED AND  
SEALED AND THE  
SIGNATURE MUST BE  
VERIFIED ON ANY  
ELECTRONIC COPIES.

Digitally signed  
by Ryan W Powers  
Date: 2025.02.11  
10:22:35 -05'00'

BY: \_\_\_\_\_  
Ryan W. Powers, P.E. #82437

COST SHARE							
ITEM DESCRIPTION	DESIGN REQUIREMENTS	CCU REQUIREMENTS	UNIT	DESIGN COST	BASE DESIGN COST	CCU UPSIZE COST	CCU COST SHARE
8" DR-18 C900 PVC Water Main	3415		LF	\$ 41.30	\$ 141,039.50	\$ -	
8" Gate Valve	7		EA	\$ 3,000.00	\$ 21,000.00	\$ -	
6" DR-18 C900 PVC Force Main	3376		LF	\$ 35.00	\$ 118,160.00	\$ -	
6" Plug Valve	2		EA	\$ 1,600.00	\$ 3,200.00	\$ -	
16" DR-18 C905 PVC Water Main		3415	LF	\$ 87.20	\$ -	\$ 297,788.00	
16" Gate Valve		7	EA	\$ 6,000.00	\$ -	\$ 42,000.00	
12" DR-18 C900 PVC Force Main		3376	LF	\$ 65.40	\$ -	\$ 220,790.40	
12" Plug Valve		2	EA	\$ 3,800.00	\$ -	\$ 7,600.00	
TOTALS					\$ 283,399.50	\$ 568,178.40	\$ 284,778.90

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**



**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2025**

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JULY 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 5,345	\$ -	\$ -	\$ 5,345
Investments				
Revenue	-	638,215	-	638,215
Reserve	-	443,420	-	443,420
Capitalized interest	-	354,340	-	354,340
Construction	-	-	14,497,226	14,497,226
Cost of issuance	-	75,433	-	75,433
Due from Landowner	26,936	-	124,563	151,499
Due from general fund	-	-	1,882	1,882
Total assets	<u>\$ 32,281</u>	<u>\$1,511,408</u>	<u>\$14,623,671</u>	<u>\$ 16,167,360</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 24,079	\$ -	\$ 126,445	\$ 150,524
Contracts payable	-	-	1,682,626	1,682,626
Retainage payable	-	-	85,350	85,350
Due to Landowner	3,052	157,165	137,025	297,242
Due to capital projects fund	1,882	-	-	1,882
Accrued taxes payable	122	-	-	122
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>35,135</u>	<u>157,165</u>	<u>2,031,446</u>	<u>2,223,746</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	26,936	-	-	26,936
Total deferred inflows of resources	<u>26,936</u>	<u>-</u>	<u>-</u>	<u>26,936</u>
Fund balances:				
Restricted for:				
Debt service	-	1,354,243	-	1,354,243
Capital projects	-	-	12,592,225	12,592,225
Unassigned	(29,790)	-	-	(29,790)
Total fund balances	<u>(29,790)</u>	<u>1,354,243</u>	<u>12,592,225</u>	<u>13,916,678</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 32,281</u>	<u>\$1,511,408</u>	<u>\$14,623,671</u>	<u>\$ 16,167,360</u>

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 9	\$ 25,342	\$ 109,790	23%
Total revenues	<u>9</u>	<u>25,342</u>	<u>109,790</u>	23%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor	861	3,445	12,000	29%
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	-	10,641	25,000	43%
Engineering	344	5,431	2,000	272%
Audit	-	3,200	5,500	58%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	166	333	1,000	33%
Trustee*	-	-	5,500	0%
Telephone	17	167	200	84%
Postage	10	38	500	8%
Printing & binding	42	417	500	83%
Legal advertising	-	375	1,750	21%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	82	1,009	750	135%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>5,522</u>	<u>55,136</u>	<u>109,790</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	(5,513)	(29,794)	-	
Fund balances - beginning	(24,277)	4	-	
Fund balances - ending	<u>\$ (29,790)</u>	<u>\$ (29,790)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 2,292	\$ 2,292
Total revenues	<u>2,292</u>	<u>2,292</u>
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	-	296,171
Total expenditures	<u>-</u>	<u>296,171</u>
Excess/(deficiency) of revenues over/(under) expenditures	2,292	(293,879)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	2,084,665
Original issue discount	-	(90,350)
Underwriter's discount	-	(331,200)
Total other financing sources	<u>-</u>	<u>1,663,115</u>
Net change in fund balances	2,292	1,369,236
Fund balances - beginning	1,351,951	(14,993)
Fund balances - ending	<u>\$ 1,354,243</u>	<u>\$ 1,354,243</u>

**FIRELIGHT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 21,890	\$ 21,891
Total revenues	<u>21,890</u>	<u>21,891</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>1,161,878</u>	<u>1,901,573</u>
Total expenditures	<u>1,161,878</u>	<u>1,901,573</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,139,988)	(1,879,682)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	<u>-</u>	<u>14,475,335</u>
Total other financing sources/(uses)	<u>-</u>	<u>14,475,335</u>
Net change in fund balances	(1,139,988)	12,595,653
Fund balances - beginning	<u>13,732,213</u>	<u>(3,428)</u>
Fund balances - ending	<u><u>\$ 12,592,225</u></u>	<u><u>\$ 12,592,225</u></u>

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Firelight Community Development District held a Special Meeting on June 16, 2025 at 11:00 a.m., at 4161 Tamiami Trail, Building 5, Unit 501, Port Charlotte, Florida 33952.

**Present:**

John Leinaweaver	Chair
Jennings L. DePriest	Vice Chair
Kris Watts	Assistant Secretary
Sandy Foster	Assistant Secretary

**Also present:**

Daniel Rom	District Manager
Kristen Thomas (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Johnathan Johnson (via telephone)	District Counsel
Kendall Bulliet (via telephone)	MBS Capital Markets, LLC
John McKay (via telephone)	Developer Consultant
Misty Taylor (via telephone)	Bond Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 11:00 a.m. Supervisors Leinaweaver, DePriest, Foster and Watts were present. Supervisor-Appointee Truxton was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Newly Elected Supervisor David Truxton - Seat 3 (the following to be provided in a separate package)**

This item was deferred.

- **Administration of Oath of Office (the following to be also provided in a separate package)**
  - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form1**
  - B. Membership, Obligation and Responsibilities**

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

#### FIFTH ORDER OF BUSINESS

#### Presentation of Final First Supplemental Special Assessment Methodology Report

Mr. Rom presented the Final First Supplemental Special Assessment Methodology Report. This Methodology Report contains the final bond financing numbers. He reviewed Tables 1 through 6C, which reflect the Development Plan, Series 2025 Project Total Project Costs of \$38,400,000, Series 2025A Bonds: Final Sources and Uses of Funds totaling \$8,827,399.90; Series 2025B Bonds: Preliminary Sources and Uses of Funds totaling \$7,642,250.00; Benefit Allocation; Project Cost Allocation for the Series 2025A and Series 2025B Bonds; Series 2025A Bond Assessments Apportionment; Series 2025B Bond Assessments Apportionment; and Series 2025A and Series 2025B Combined Bond Assessment Apportionment - North Phase.

**On MOTION by Mr. Leinaweaver and seconded by Mr. DePriest, with all in favor, the Final First Supplemental Special Assessment Methodology Report, was approved.**

#### SIXTH ORDER OF BUSINESS

#### Consideration of Resolution 2025-07, Making Certain Findings; Approving the Supplemental Assessment Report; Setting Forth the Terms of the Series 2025 Bonds; Confirming the Maximum Assessment Lien Securing The Series 2025 Bonds; Levying and Allocating Assessments Securing Series 2025 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date

Mr. Rom presented Resolution 2025-07. Mr. Johnson stated this Resolution was signed in conjunction with the pre-closing and is being held in Escrow pending adoption by the Board.



On MOTION by Mr. Leinaweaver and seconded by Ms. Foster, with all in favor, Resolution 2025-07, Making Certain Findings; Approving the Supplemental Assessment Report; Setting Forth the Terms of the Series 2025 Bonds; Confirming the Maximum Assessment Lien Securing The Series 2025 Bonds; Levying and Allocating Assessments Securing Series 2025 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date, was adopted.

**SEVENTH ORDER OF BUSINESS****Staff Reports**

A. District Counsel: Kutak Rock LLP

B. District Engineer: Atwell, LLC

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **UPCOMING MEETINGS**

- July 24, 2025 at 11:00 AM

- August 28, 2025 at 11:30 AM [Adoption of FY2026 Budget]

- September 25, 2025 at 11:00 AM

The July 24, 2025 meeting will likely be canceled.

The August 28, 2025 meeting will be at 1:30 p.m., not at 11:00 a.m. or 11:30 a.m.

**EIGHTH ORDER OF BUSINESS****Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**NINTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**TENTH ORDER OF BUSINESS****Adjournment**

On MOTION by Ms. Foster and seconded by Ms. Watts, with all in favor, the meeting adjourned at 11:07 a.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**FIRELIGHT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**



June 12, 2025

Daphne Gillyard  
Director of Administrative Services  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Dear Ms. Gillyard,

Per your request for the number of registered voters as of April 15, 2025, for the following districts:

**Babcock Ranch Community Independent Special District – 5,584**  
**Coral Creek Community Development District - 0 (Zero)**  
**Firelight Community Development District (formerly Eagle Creek Community Development District – NAM CHANGE eff 02/26/2025) - 0 (Zero)**  
**Firelight East Community Development District - 0 (Zero)**  
**Harbor Village Community Development District - 0 (Zero)**  
**Starling Community Development District - 0 (Zero)**  
**The Cove at Rotonda Community Development District - 0 (Zero)**  
**Tuckers Pointe Community Development District - 2**  
**West Port Community Development District – 1,315**  
**West Port East Community Development District (estab 12/10/2024) - 0 (Zero)**

Sincerely,

Public Records Department  
Charlotte County Supervisor of Elections  
941-833-5400

FIRELIGHT COMMUNITY DEVELOPMENT DISTRICT (FORMERLY EAGLE CREEK COMMUNITY DEVELOPMENT DISTRICT)		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>4161 Tamiami Trail, Building 5 Unit 501, Port Charlotte, Florida 33952</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 23, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
November 19, 2024*	Regular Meeting	11:00 AM
December 17, 2024* <b>CANCELED</b>	Regular Meeting	11:00 AM
January 22, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
February 26, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
March 26, 2025	Regular Meeting	11:00 AM
April 23, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
May 28, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	11:00 AM
June 16, 2025	Special Meeting <i>Pre-Closing</i>	11:00 AM
June 25, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
July 23, 2025 <i>rescheduled to July 24, 2025</i>	Regular Meeting	11:00 AM
July 24, 2025 <b>CANCELED</b>	Regular Meeting	1:30 PM
August 27, 2025 <i>rescheduled to August 28, 2025</i>	Public Hearing & Regular Meeting <i>Adoption of FY2026 Budget</i>	11:00 AM
August 28, 2025	Public Hearing & Regular Meeting <i>Adoption of FY2026 Budget</i>	1:30 PM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
<b>September 24, 2025</b> <i>rescheduled to September 25, 2025</i>	Regular Meeting	11:00 AM
<b>September 25, 2025</b>	Regular Meeting	1:30 PM

**Exception**

*\*November and December meeting dates are one (1) week earlier*