

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

Inst: 202345002961 Date: 01/31/2023 Time: 3:19PM
Page 1 of 6 B: 2616 P: 1501, Doc Type: ASG
John A. Crawford, Clerk of Court, Nassau County,
By: CS, Deputy Clerk

**ASSIGNMENT AND ASSUMPTION
OF PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE
MITIGATION AGREEMENT
(PARCEL 5B – WIDLIGHT PDP#3)**

THIS ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (this "Assignment") is entered into as of this 28th day of July 2022, by and between, **WIDLIGHT, LLC**, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097, ("Assignor") and **HATHAWAY DEVELOPMENT, LLC**, a Georgia limited liability company, whose address is 3300 Northeast Expressway, Building 6, Atlanta, Georgia 30341, ("Assignee") with reference to the following facts:

RECITALS:

A. Assignor is a party to that certain Public School Concurrency Proportionate Share Mitigation Agreement by and among Nassau County, The School District of Nassau County, and Assignor, as "Applicant," recorded in Official Records Book 2479, at page 1054, of the public records of Nassau County, Florida (the "Agreement"), regarding school concurrency proportionate share mitigation for certain real property in Nassau County, Florida as particularly described therein (the "Real Property").

B. On or about the date hereof Assignor conveyed the Real Property to Assignee.

C. Under Section 17 of the Agreement, Assignor may assign its rights, obligations and responsibilities to a third party purchaser of all or any part of fee simple title to the property subject to the Agreement, subject to prior acknowledgment of all parties under the Agreement, which has been received.

D. Assignor desires to assign and delegate to Assignee all of Assignor's rights, obligations and responsibilities under the Agreement to Assignee, and Assignee desires to assume those rights, obligations and responsibilities.

NOW, THEREFORE, for and in consideration of Ten and No/100^{ths} Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee (by its acceptance of this Assignment) hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

2. Assignment and Assumption of Public School Concurrency Proportionate Share Mitigation Agreement. Assignor hereby assigns, quit claims and releases to Assignee, and Assignee hereby assumes from Assignor, all rights, obligations and responsibilities of Assignor under the Agreement.

3. Unconditional. This Assignment is unconditional and irrevocable with respect to the parties.

4. Further Assurances. Each of the parties agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to this Assignment such other instruments, documents and other materials, as the other party may reasonably request in order to effectuate the consummation of the Assignment.

5. Successors and Assigns. This Assignment shall inure to the benefit of the parties and their respective successors and assigns.

6. Consent and Joinder. By execution of the consent and joinder below, the Nassau County School District and Nassau County, Florida, each hereby join in this Assignment for the sole purpose of acknowledging and consenting to this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

WITNESSES:

Sarah Miles
(Sign on this line.)
Sarah Miles
(Print name legibly on this line.)

Crystal L. Cook
(Sign on this line.)
Crystal L. Cook
(Print name legibly on this line.)

ASSIGNOR:

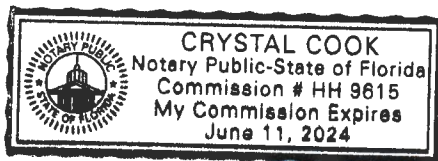
WILDLIGHT, LLC, a Delaware limited liability company

By: [Signature]
Name: WES HINTON
Title: VICE PRESIDENT

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 1st day of December, 2022, by means of physical presence or online notarization by Wes Hinton, as Vice President of WILDLIGHT, LLC, a Delaware limited liability company, on behalf of the limited liability companies, who is personally known to me or has produced _____ as identification.

[Signature]
(Sign on this line)
Crystal L. Cook
(Legibly print name on this line)



NOTARY PUBLIC, State of Florida
COMMISSION NO.: HH 9615
EXPIRATION DATE: 6/11/24

(SEAL)

WITNESSES:

[Signature]
(Sign on this line.)
Jack Shelton
(Print name legibly on this line.)

[Signature]
(Sign on this line.)
Thomas Gunter
(Print name legibly on this line.)

ASSIGNEE:

HATHAWAY DEVELOPMENT, LLC, a Georgia limited liability company

By: [Signature]
Name: John Spivey
Title: Director

Georgia
STATE OF ~~FLORIDA~~)
COUNTY OF DeKalb)

The foregoing instrument was acknowledged before me this 17th day of November, 2022, by means of physical presence or online notarization by John Spivey, as Director of **HATHAWAY DEVELOPMENT, LLC**, a Georgia limited liability company, on behalf of the John Spivey, who is personally known to me or who has produced _____ as identification.

[Signature]
(Sign on this line.)
MARZENA DEMKO
(Print name legibly on this line.)

NOTARY PUBLIC, State of Georgia
COMMISSION NO.: _____
EXPIRATION DATE: 11/15/2024

(SEAL)



CONSENT TO ASSIGNMENT

The undersigned hereby consents to the foregoing Assignment and Assumption of Public School Concurrency Proportionate Share Mitigation Agreement (Parcel 5B – Wildlight PDP#3) and acknowledges that Assignee will be entitled to all of the rights and obligations of Assignor under the Agreement from and after the Effective Date.

IN WITNESS WHEREOF, this Assignment and Assumption of Public School Concurrency Proportionate Share Mitigation Agreement (Parcel 5B – Wildlight PDP#3) has been executed by the undersigned on July 28, 2022.

WITNESSES:

SCHOOL DISTRICT:

[Signature]
(Sign on this line.)
Brett L. Steger
(Print name legibly on this line.)

THE SCHOOL DISTRICT OF NASSAU COUNTY, a body corporate and political subdivision of the State of Florida

[Signature]
(Sign on this line.)
Denise M. DeGom
(Print name legibly on this line.)

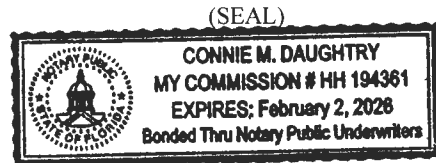
By: [Signature]
Name: Kathy K. Burns
Title: Superintendent

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 28 day of July, 2022, by means of physical presence or online notarization by Kathy K. Burns, as Superintendent of THE SCHOOL DISTRICT OF NASSAU COUNTY, a body corporate and political subdivision of the State of Florida, on behalf of the School District, who is personally known to me or who has produced _____ as identification.

[Signature]
(Sign on this line.)
Connie M. Daughtry
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: HH 194361
EXPIRATION DATE: 2/2/26



CONSENT TO ASSIGNMENT

The undersigned hereby consents to the foregoing Assignment and Assumption of Public School Concurrency Proportionate Share Mitigation Agreement (Parcel 5B – Wildlight PDP#3) and acknowledges that Assignee will be entitled to all of the rights and obligations of Assignor under the Agreement from and after the Effective Date.

IN WITNESS WHEREOF, this Assignment and Assumption of Public School Concurrency Proportionate Share Mitigation Agreement (Parcel 5B – Wildlight PDP#3) has been executed by the undersigned on January 18, ~~2022~~- 2023.

WITNESSES:

[Signature]
(Sign on this line.)
Denise C. May
(Print name legibly on this line.)

[Signature]
(Sign on this line.)
Melissa Lucey
(Print name legibly on this line.)

COUNTY:

NASSAU COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

By: [Signature]
Name: Klynt Farmer
Title: Chairman

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 18th day of January, 2023 by means of physical presence or online notarization by Klynt A. Farmer, as Chair of NASSAU COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf of the School District, who is personally known to me or who has produced personally known as identification.

[Signature]
(Sign on this line.)
Amy Bell
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: HH 106625
EXPIRATION DATE: 3/29/25

(SEAL)