

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: 202345021818 Date: 07/19/2023 Time: 4:00PM  
Page 1 of 6 B: 2655 P: 358, Doc Type: AGR  
John A. Crawford, Clerk of Court, Nassau County,  
By: RG, Deputy Clerk

CS-22-263

**ASSIGNMENT AND ASSUMPTION  
OF PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE  
MITIGATION AGREEMENT  
(PARCEL 5A – 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 June, 2022 (the “Effective Date”), by and between, **WIDLIGHT, LLC**, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097, (“Assignor”) and **THE HAMLET AT WL, LLC**, a Virginia limited liability company, whose address is 103 East Park Avenue, Greenville, SC 29601, (“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 2467, at page 178, 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 April 21, 2022 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<sup>ths</sup> 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: W. Hinton

Name: WES HINTON

Title: VICE PRESIDENT

STATE OF FLORIDA )  
COUNTY OF NASSAU )

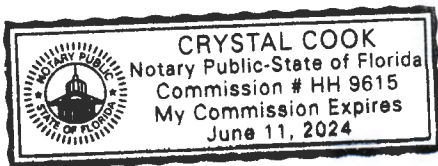
The foregoing instrument was acknowledged before me this 1st day of December, 2022, by means of  physical presence or  online notarization by Wes Hinton, as Vice President of **WILDLIGHT, LLC**, a Delaware limited liability company, on behalf of the limited liability companies, who is personally known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

Crystal L. Cook

(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.)  
JASMINE SMITH  
(Print name legibly on this line.)

[Signature]  
(Sign on this line.)  
Layton Palmer  
(Print name legibly on this line.)

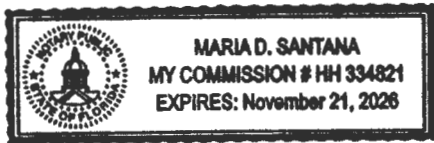
ASSIGNEE:

THE HAMLET AT WL, LLC, a Virginia limited liability company

By: [Signature]  
Name: DAVID REED  
Title: MANAGING DIRECTOR

STATE OF Florida )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2022, by means of  physical presence or  online notarization by David Reed, as Managing director of THE HAMLET AT WL, LLC, a Virginia limited liability company, on behalf of the Company Hamlet at WL LLC who is personally known to me or who has produced \_\_\_\_\_ as identification.



[Signature]  
(Sign on this line.)  
Maria D. Santana  
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida  
COMMISSION NO.: HH 334821  
EXPIRATION DATE: November 21, 2026

(SEAL)

CONSENT TO ASSIGNMENT

The undersigned hereby consents to the foregoing Assignment and Assumption of Public School Concurrency Proportionate Share Mitigation Agreement (Parcel 5A – 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 5A – Wildlight PDP#3) has been executed by the undersigned on 28 July, 2022.

WITNESSES:

(Sign on this line.)
DEMETRUS N. DEONNA
(Print name legibly on this line.)

(Sign on this line.)
Brett L Steyer
(Print name legibly on this line.)

SCHOOL DISTRICT:

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

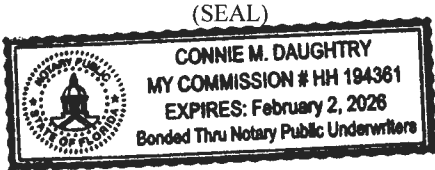
By: Kathy J. Burns
Name: Kathy K. Burns
Title: Superintendent

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.

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 5A – 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 5A – Wildlight PDP#3) has been executed by the undersigned on June 12, 2023, ~~2022~~.

WITNESSES:

*Heather Nazworth*  
(Sign on this line.)  
Heather Nazworth  
(Print name legibly on this line.)

*Abigail M. Martini*  
(Sign on this line.)  
Abigail Martini  
(Print name legibly on this line.)

COUNTY:

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

By: *Klynt A. Farmer*  
Name: Klynt A. Farmer  
Title: Chairman

STATE OF FLORIDA        )  
COUNTY OF NASSAU    )

The foregoing instrument was acknowledged before me this 12th day of June, 2023, ~~2022~~; by means of  physical presence or  online notarization by Klynt A. Farmer, as Chairman 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 \_\_\_\_\_ as identification.



HEATHER NAZWORTH  
Notary Public, State of Florida  
My Comm. Expires December 28, 2025  
Commission No. HH 212240

*Heather Nazworth*  
(Sign on this line.)  
Heather Nazworth  
(Print name legibly on this line.)

NOTARY PUBLIC, State of \_\_\_\_\_  
COMMISSION NO.: \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_

(SEAL)