

Inst: 202545028195 Date: 09/16/2025 Time: 2:37PM
 Page 1 of 18 B: 2816 P: 277, Doc Type: UNK
 Mitch L. Keiter, Clerk of Court, Nassau County,
 By: SB, Deputy Clerk

After recording return to:

Nassau County School District
 Office of the Superintendent
 1201 Atlantic Avenue
 Fernandina Beach, FL 32034

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Application Number: 2025SCR0026

Project Name: PDP 4 Garden District Phase 3 (Parcel 14-5 Phase 1C)

PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement"), is entered into by and between THE SCHOOL DISTRICT OF NASSAU COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "School District"; NASSAU COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County"; and WIDLIGHT LLC, a Delaware limited liability company whose address is 1 Rayonier Way Wildlight, Florida 32097 hereinafter referred to as "Applicant", together referred to as the "Parties."

RECITALS:

WHEREAS, in order to implement a system of school concurrency as provided in the Public School Facilities Element of the Nassau County 2030 Comprehensive Plan (the "Public School Facilities Element"), the School District, the County, and the municipalities within the County have entered into that certain "Amended Interlocal Agreement For Public School Facility Planning," dated as of August 2008 (the "Interlocal Agreement"); and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("Level of Service" and "Level of Service Standards") required in the current Interlocal Agreement and the Public School Facilities Element; and

WHEREAS, County Ordinance No. 2023-044 adopted the East Nassau Community Planning Area Detailed Specific Area Plan (DSAP) #2 (the "DSAP") Development Order, which provides for certain public infrastructure mitigation, including schools/educational facilities, for the DSAP development impacts; and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Policy PSF.08.05 of the Public School Facilities Element, Section 163.3180, Florida Statutes and Development Condition 15 of the DSAP Development Order, an Applicant submitting a development permit application

for residential development requiring a rezoning, subdivision plat approval, site plan approval, or the functional equivalent that will generate additional students in a concurrency service area, as established in the Public School Facilities Element, in which there is insufficient capacity to accommodate the anticipated additional students must enter into a proportionate share mitigation agreement and provide proportionate share mitigation to ensure that the minimum Level of Service Standards are maintained as specified in the Interlocal Agreement, the Public School Facilities Element, and Florida Statutes; and

WHEREAS, applicants must submit a development permit application to the County along with a School Impact Analysis that identifies the proposed location of the residential development, the number of dwelling units that will be created, a phasing schedule (if applicable), and age restrictions for occupancy (if any) as well as all other information required pursuant to the Interlocal Agreement and Public School Facilities Element; and

WHEREAS, Applicant is the fee simple owner of that certain tract of land (a portion of Parcel Number 51-3N-27-0000-0001-0290), consisting of 64.47± acres and located in the DSAP and the Yulee South Concurrency Service Area specified in the Public School Facilities Element, which property is more particularly described on Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”), which such Property location is further illustrated by a map attached hereto as Exhibit “B,” and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a development permit application and School Impact Analysis to the County in connection with a proposal to obtain a site plan in order to develop 169 single family residential dwelling units on the Property (the “Development Permit Application”), which such Development Permit Application and School Impact Analysis have been forwarded to the School District; and

WHEREAS, the School District has reviewed and evaluated the Applicant’s Development Permit Application and School Impact Analysis as required by the Interlocal Agreement; and

WHEREAS, the School District has determined that at the time of this Agreement, based on the current adopted Level of Service Standards, adequate middle school capacity is available within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas to accommodate the middle school students the Development Permit Application is anticipated to generate for the proposed dwelling units; and

WHEREAS, the School District has determined that based on the current adopted Level of Service Standards, there is insufficient elementary and high school capacity within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas, including any anticipated new school capacity that will be available in the first three (3) years of the current School District Educational Facilities Plan, to accommodate the anticipated number of elementary and high school students that the Development Permit Application will generate and that available school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Permit Application; and

WHEREAS, approving the Development Permit Application without requiring Proportionate Share Mitigation for the impacts of the proposed new dwelling units will result in a failure of the adopted Level of Service Standards; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School District and County to provide Proportionate Share Mitigation proportionate to the demand for public school facilities to be created by the Development Permit Application, as more particularly set forth herein; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant's execution and full performance of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by the residential dwelling units proposed in the Development Permit Application ("Proportionate Share Mitigation").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

SECTION 2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement, as the context may require.

SECTION 3. LEGALLY BINDING COMMITMENT.

(A) This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new residential dwelling units for which the Applicant is seeking approval pursuant to the Development Permit Application and satisfies the requirements of the Interlocal Agreement and Public School Facilities Element.

(B) The Parties agree that this Agreement satisfies the requirements of Section 163.3180(6)(h), Florida Statutes, as a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the residential development proposed in the Development Permit Application.

SECTION 4. PROPORTIONATE SHARE MITIGATION. The Applicant shall provide the following Proportionate Share Mitigation in order to meet the demand for school capacity created by the proposed residential development from the Development Permit Application, and to provide capacity for 25.435 elementary students and 17.323 high school students, as follows, in accordance with Section 10.6 of the Interlocal Agreement and Policy PSF.09.03 of Public School Facilities Element:

(A) The payment of a total amount of ONE MILLION EIGHT HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED TWENTY THREE DOLLARS AND 00/100 (\$1,836,423)

for the Development Permit Application, which equates to TEN THOUSAND EIGHT HUNDRED AND SIXTY SIX DOLLARS AND 41/100 (\$10,866.41) per dwelling unit as an appropriate proportionate share payment to enable the School District to maintain the Level of Service Standards for school capacity in the affected Concurrency Service Area or Concurrency Service Areas.

(B) In satisfaction of the Proportionate Share Mitigation payment in the amount set forth above, the Applicant has provided to the County and School District the voucher attached hereto as Exhibit "C" (the "Voucher") which assigns to Grantor for use on the Property ONE MILLION EIGHT HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED TWENTY THREE DOLLARS AND 00/100 (\$1,836,423) in school credits which credits derive from a prior dedication of land to the School District and said Voucher fully mitigates for the Proportionate Share Mitigation resulting from the Development Permit Application (the "Proportionate Share Credits").

SECTION 5. USE OF PROPORTIONATE SHARE MITIGATION. The School District shall direct the land that gave rise to the Proportionate Share Credits to a school capacity project identified in the financially feasible five (5) year district work plan of the School District Educational Facilities Plan which mitigates the impacts from the proposed residential development in the Development Permit Application. If such a school capacity project does not exist in the School District Educational Facilities Plan, the School District may, in its sole discretion, add a school capacity project to mitigate the impacts from the proposed residential development, as provided in Section 10.6 of the Interlocal Agreement.

SECTION 6. CONCURRENCY RESERVATION.

(A) Upon final execution of this Agreement by all Parties hereto, the School District shall issue a School Concurrency Reservation Letter documenting that capacity will be available for the proposed residential development in the Development Permit Application. The County shall be entitled to rely on the School Concurrency Reservation Letter in its review and issuance of a Certificate of Concurrency for the proposed development; provided that nothing herein shall require the County to issue a Certificate of Concurrency for the Development Permit Application if the Applicant has otherwise failed to satisfy the requirements of the County's land development regulations.

(B) The duration and effect of any Certificate of Concurrency relating to the development provided in the Development Permit Application shall be in accordance with the Interlocal Agreement and Public School Facilities Element; however, unless otherwise provided herein, in no event shall the School Concurrency Reservation Letter, a Certificate of Concurrency, or any capacity reservation based on the same, continue to be effective if the Applicant fails to perform its obligations under this Agreement. Should any Certificate of Concurrency, this Agreement, the School Concurrency Reservation Letter, or a County development approval on which the Certificate of Concurrency approval was predicated (e.g. construction plan, building permit, etc.), or the Development Permit Application fail to be effective, terminate or a notice of default issued, the Applicant may apply for a new School Impact Analysis for the Development Permit Application or for a different development permit application for development of the Property. Notwithstanding anything to the contrary, the Proportionate Share Credits, including the

Voucher, shall survive any expiration, default or termination as set forth herein and upon such event shall be transferred back to the Applicant for use on the Property and continue and be valid for so long as there remains any unused Proportionate Share Credits unless the Applicant terminates the Voucher with written notice to the County and School District; in such event the Proportionate Share Credits shall be transferred back to the Applicant for use within the DSAP on another residential project.

SECTION 7. IMPACT FEE CREDIT.

(A) Any Proportionate Share Mitigation, including the Proportionate Share Credits, provided to the School District pursuant to this Agreement and the DSAP Development Order shall be credited on a dollar-for-dollar basis at fair market value toward any Educational System Impact Fees due for the same residential development included in the Development Permit Application, as provided in Section 10.7 of the Interlocal Agreement, the DSAP Development Order or as provided in Section 163.31801, Florida Statutes, as it is in effect of the Effective Date of this Agreement.

(B) The School District shall notify the County of the Proportionate Share Credits and the County shall issue to the Applicant Educational System Impact Fee credits in the amount of the Proportionate Share Credits (the "Impact Fee Credits").

(C) An entity that later applies for a building permit for any of the dwelling units included in the Development Permit Application shall obtain an assignment or subsequent voucher for all or a portion of the Impact Fee Credits from the Applicant and submit such assignment to the School District and County at the time the Educational Impact Fee is due in order to drawdown from the Impact Fee Credits provided herein, for so long as the Applicant has any remaining Impact Fee Credits. The Parties agree that all the requirements, including those in the Nassau County Comprehensive Impact Fee Ordinance and the DSAP Development Order, for the Applicant to receive the Impact Fee Credits set forth herein for the Development Permit Application have been satisfied. The Impact Fee Credits shall survive any expiration, default or termination of the Certificate of Concurrence, this Agreement, the School Concurrence Reservation Letter, or a County development approval on which the Certificate of Concurrence approval was predicated (e.g. construction plan, building permit, etc.), or the Development Permit Application and upon such event shall be transferred back to the Applicant for use on the Property and continue and be valid for so long as there remains any unused Impact Fee Credits unless the Applicant provides written notice to the County and School District that the Impact Fee Credits are terminated; in such event the Impact Fee Credits shall be transferred back to the Applicant for use within the DSAP on another residential project.

(D) Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Educational System Impact Fees or, if levied, to maintain them at any certain level.

SECTION 8. NO GUARANTEE OF LAND USE. Nothing in this Agreement shall require County to approve the Development Permit Application.

SECTION 9. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative application fees paid under the following circumstances, unless the

County and the School District agree to an extension of the Certificate of Concurrency provided to the Applicant:

(A) The County does not approve the Development Permit Application within one hundred eighty (180) days of the Effective Date of this Agreement. In such event, the Proportionate Share Credits, including the Voucher, and Impact Fee Credits shall transfer back to the Applicant consistent with Sections 6 and 7 above.

(B) The Certificate of Concurrency expires in accordance with Section 9.9 of the Interlocal Agreement. In such case, (i) this Agreement shall be terminated and any encumbered capacity shall become unencumbered and (ii) the Proportionate Share Credits, including the Voucher, and the Impact Fee Credits shall transfer back to the Applicant consistent with Sections 6 and 7 above.

SECTION 10. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Applicant and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

SECTION 11. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board: Nassau County School District
Office of the Superintendent
1201 Atlantic Avenue
Fernandina Beach, FL 32034

Owner/Applicant: Wildlight LLC
Attn: Wes Hinton
1 Rayonier Way
Wildlight, Florida 32097

County: Taco Pope
Nassau County Manager
96135 Nassau Place, Suite 1
Yulee, FL 32097

SECTION 12. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

SECTION 13. DEFAULT. If any party to this Agreement materially defaults under the terms hereof, then a non-defaulting party shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Applicant for the Property described herein fail to timely cure a default in meeting their obligations set forth herein, the School Concurrency Reservation Letter and Certificate of Concurrency, issued based upon payment and/or performance hereunder, shall be voided and the Applicant and the Property described herein shall lose their right to concurrency under this Agreement and their right to Educational System Impact Fee credits under this Agreement, except as otherwise set forth herein. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the Agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should County or School District fail to timely cure a default in meeting their obligations set forth herein, Applicant may seek any and all remedies available to it in law or equity. Notwithstanding anything to the contrary, the Proportionate Share Credits, including the Voucher, and the Impact Fee Credits shall survive any default and/or termination of this Agreement as set forth herein.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

SECTION 15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

SECTION 16. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the Parties hereto unless in writing and executed by all the Parties to this Agreement.

SECTION 17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto. Such consent may be conditioned upon the receipt by the other Parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

SECTION 18. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

SECTION 19. RECORDING OF THIS AGREEMENT. The School District agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Nassau County, Florida.

SECTION 20. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

SECTION 21. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

SECTION 22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Nassau County Code and venue for any action to enforce the provisions of this Agreement shall be in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

SECTION 23. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

SECTION 24. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

(corporate seal)

SCHOOL DISTRICT

THE SCHOOL DISTRICT OF NASSAU
COUNTY, FLORIDA

WITNESSES

Connie Daughtry
Connie Daughtry
Printed name of witness

49068 River Bluff Road
Address of witness Hilliard, FL 32046

Lissa Bradnoch

Lissa Bradnoch
Printed name of witness

45206 Musselwhite Rd
Address of witness Citlakon

ATTEST:

Kathy J. Daw
Superintendent of Schools

By: Gail Cook

Gail Cook, Chair
14 day of August, 2025.

Approved as to Form:

[Signature]
Brett Steger
School District Attorney

14 day of August, 2025.

APPLICANT

Signed, witnessed, executed and acknowledged on this 11th day of August, 2025,

WITNESSES:

WILDLIGHT LLC, a Delaware limited liability company

Jaime Northrup
Jaime Northrup
Printed name of witness

By: John D Campbell
Title: Vice President

1 Rayonier Way
Wildlight, FL 32097
Address of witness

Thomas H.
Thomas H.
Printed name of witness

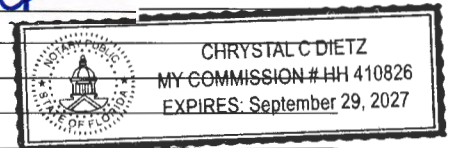
1 Rayonier Way
Wildlight, FL 32097
Address of witness

STATE OF FLORIDA)
) SS:
COUNTY OF Nassau)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of August, 2025, by John R Campbell, as Vice President on behalf of Wildlight LLC, a Delaware limited liability company, who is personally known to me ~~or who has produced~~ _____ as ~~identification.~~

Chrystal C

Notary Public
Printed Name:
License No:
Expiration Date:

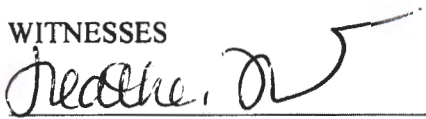


(Notary Stamp)

COUNTY

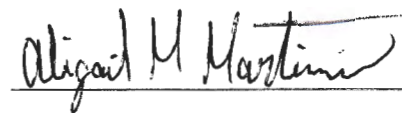
NASSAU COUNTY, FLORIDA

WITNESSES



Heather Nazworth
Printed name of witness

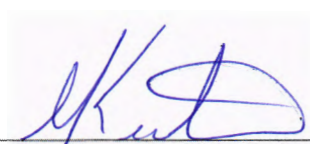
76347 Veterans Way, Yulee, FL 32097
Address of witness

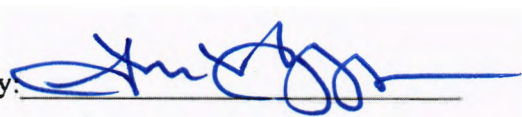


Abigail Martini
Printed name of witness

76347 Veterans Way, Yulee, FL 32097
Address of witness

ATTEST:

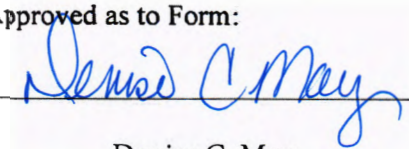

Mitch L. Keiter, Ex-Officio Clerk

By: 

A.M. "Hupp" Huppmann, Chair

8th day of September, 2025.

Approved as to Form:


Denise C. May
Nassau County . County Attorney

8th day of September, 2025.

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Voucher

Exhibit A

PROPOSED PARCEL 14-5C

A PORTION OF SECTION 51 OF THE JOHN W. LOWE - MILL GRANT, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AT INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF PAIGES DAIRY ROAD (A 100 FOOT RIGHT OF WAY) WITH THE WESTERLY RIGHT OF WAY LINE OF CHESTER ROAD (A VARIABLE WIDTH RIGHT OF WAY); THENCE N08°39'52"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 732.13 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT OF WAY LINE; THENCE N07°43'24"E, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 3023.75 FEET; THENCE N82°16'36"W, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2303.43 FEET TO THE POINT OF BEGINNING AND A POINT OF NON-TANGENCY OF A CURVE CONCAVE NORTHERLY, HAVING A RADIAL BEARING OF N13°33'59"E, A RADIUS OF 560.00 FEET AND A DELTA ANGLE OF 6°53'54"; THENCE WESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 67.42 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N72°59'04"W AND A CHORD DISTANCE OF 67.38 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE S32°02'28"W, A DISTANCE OF 35.70 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE WESTERLY, HAVING A RADIAL BEARING OF S32°02'28"W, A RADIUS OF 80.00 FEET AND A DELTA ANGLE OF 102°32'49"; THENCE SOUTHERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 143.18 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S06°41'07"E AND A CHORD DISTANCE OF 124.82 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 35.68 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S34°21'56"W AND A CHORD DISTANCE OF 35.49 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 84.59 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S72°36'34"W AND A CHORD DISTANCE OF 74.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 240.00 FEET; THENCE WESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 136.37 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N75°12'08"W AND A CHORD DISTANCE OF 134.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE WESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 176.76 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N78°49'17"W AND A CHORD DISTANCE OF 175.32 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 240.00 FEET; THENCE WESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 130.41 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N81°43'45"W AND A CHORD DISTANCE OF 128.82 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 81.08 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N50°50'23"W AND A CHORD DISTANCE OF 72.49 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE N04°16'44"W, A DISTANCE OF 13.84 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY, ALONG LAST SAID CURVE, AN ARC

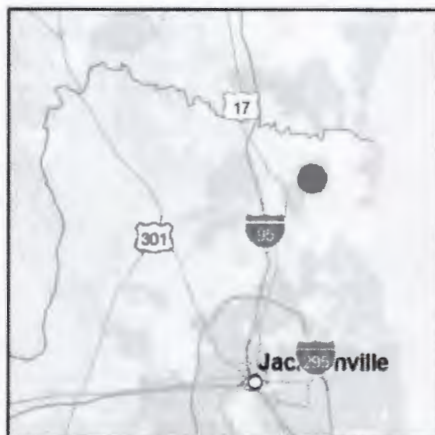
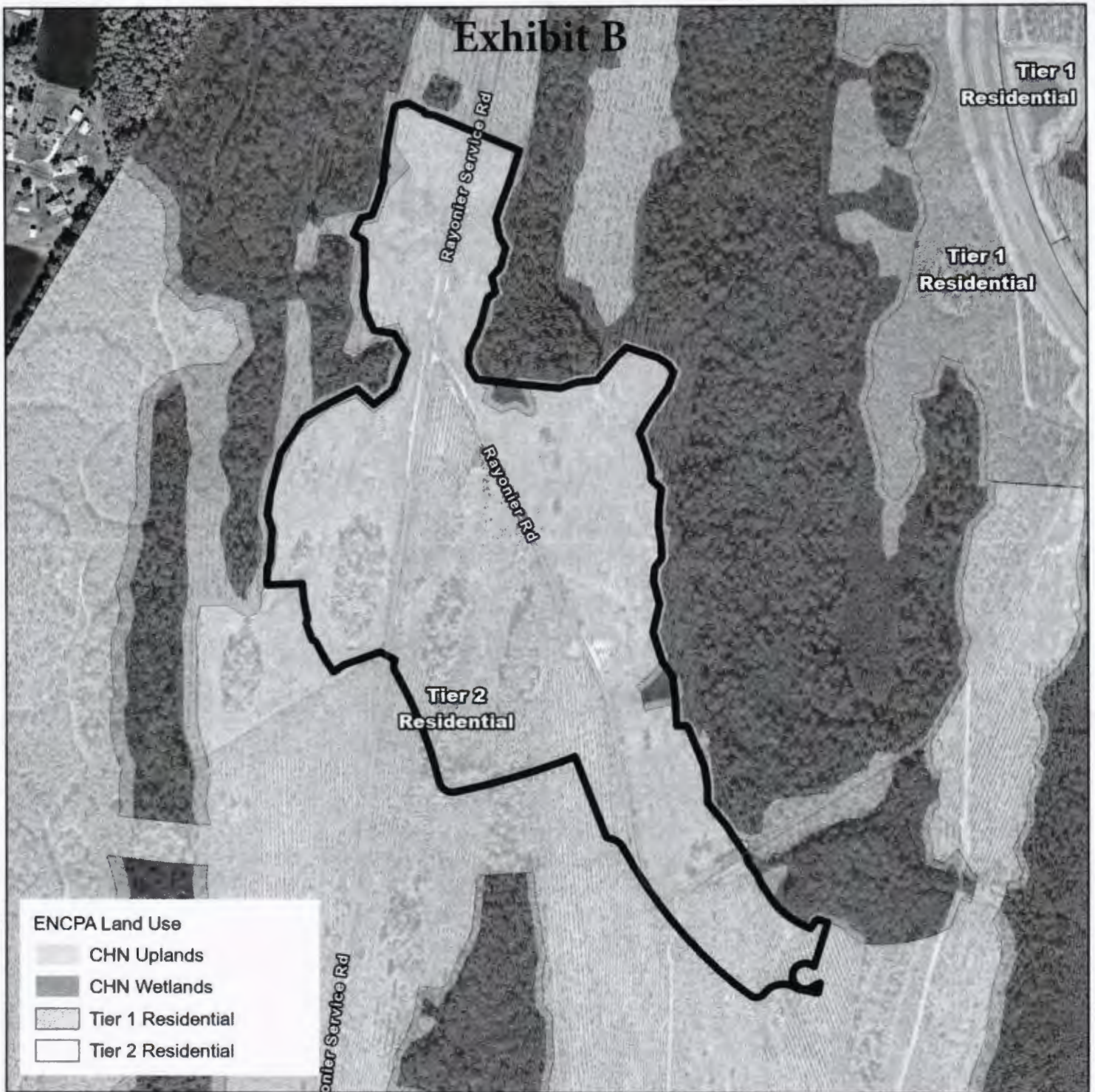
DISTANCE OF 28.44 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N11°59'31"E AND A CHORD DISTANCE OF 28.05 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 195.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 523.00 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N48°33'00"W AND A CHORD DISTANCE OF 379.75 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 102.50 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N66°39'31"W AND A CHORD DISTANCE OF 85.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 1600.00 FEET; THENCE NORTHERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 135.87 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N10°21'54"W AND A CHORD DISTANCE OF 135.83 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 89.78 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N30°04'16"E AND A CHORD DISTANCE OF 81.64 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIAL BEARING OF N17°03'37"W, A RADIUS OF 3160.00 FEET AND A DELTA ANGLE OF 3°40'55"; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 203.06 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N71°05'56"E AND A CHORD DISTANCE OF 203.03 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIAL BEARING OF S20°44'32"E, A RADIUS OF 60.00 FEET AND A DELTA ANGLE OF 15°52'55"; THENCE EASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 16.63 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N77°11'56"E AND A CHORD DISTANCE OF 16.58 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N21°20'21"W, A DISTANCE OF 322.35 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIAL BEARING OF S15°21'19"E, A RADIUS OF 46.86 FEET AND A DELTA ANGLE OF 11°18'03"; THENCE WESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 9.24 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S68°59'40"W AND A CHORD DISTANCE OF 9.23 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIAL BEARING OF N20°49'10"W, A RADIUS OF 2840.00 FEET AND A DELTA ANGLE OF 9°08'29"; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 453.12 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S73°45'05"W AND A CHORD DISTANCE OF 452.64 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 76.05 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N58°06'11"W AND A CHORD DISTANCE OF 68.93 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE WESTERLY, HAVING A RADIAL BEARING OF S76°06'23"W, A RADIUS OF 1621.36 FEET AND A DELTA ANGLE OF 15°48'57"; THENCE NORTHERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 447.56 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N21°48'06"W AND A CHORD DISTANCE OF 446.14 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE EASTERLY, HAVING A RADIAL BEARING OF N75°10'13"E, A RADIUS OF 50.00 FEET AND A DELTA ANGLE OF 42°17'57"; THENCE NORTHERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 36.91 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

N06°19'12"E AND A CHORD DISTANCE OF 36.08 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N62°31'49"W, A DISTANCE OF 63.09 FEET; THENCE S70°24'57"W, A DISTANCE OF 189.72 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIAL BEARING OF N54°32'34"E, A RADIUS OF 585.00 FEET AND A DELTA ANGLE OF 10°41'59"; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 109.25 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N30°06'26"W AND A CHORD DISTANCE OF 109.09 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 37.01 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N67°10'15"W AND A CHORD DISTANCE OF 33.72 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N19°35'03"W, A DISTANCE OF 60.00 FEET; THENCE S70°24'57"W, A DISTANCE OF 54.67 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIAL BEARING OF S19°35'05"E, A RADIUS OF 330.00 FEET AND A DELTA ANGLE OF 12°25'27"; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 71.56 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S64°12'12"W AND A CHORD DISTANCE OF 71.42 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N32°00'32"W, A DISTANCE OF 130.00 FEET; THENCE S69°26'30"W, A DISTANCE OF 10.87 FEET; THENCE N22°01'04"E, A DISTANCE OF 109.92 FEET; THENCE N22°50'09"E, A DISTANCE OF 82.57 FEET; THENCE N04°22'33"E, A DISTANCE OF 111.69 FEET; THENCE N17°16'08"W, A DISTANCE OF 62.31 FEET; THENCE N09°01'58"E, A DISTANCE OF 78.01 FEET; THENCE N14°13'02"E, A DISTANCE OF 151.66 FEET; THENCE N33°35'53"E, A DISTANCE OF 157.44 FEET; THENCE N59°57'21"E, A DISTANCE OF 105.89 FEET; THENCE N63°24'16"E, A DISTANCE OF 118.62 FEET; THENCE S47°06'14"E, A DISTANCE OF 84.22 FEET; THENCE N51°55'10"E, A DISTANCE OF 90.39 FEET; THENCE N20°36'09"E, A DISTANCE OF 140.83 FEET; THENCE N30°42'30"W, A DISTANCE OF 85.80 FEET; THENCE N81°00'27"W, A DISTANCE OF 77.53 FEET; THENCE N23°54'40"W, A DISTANCE OF 78.01 FEET; THENCE N07°18'04"W, A DISTANCE OF 61.17 FEET; THENCE N06°53'02"E, A DISTANCE OF 68.38 FEET; THENCE N00°56'43"W, A DISTANCE OF 130.79 FEET; THENCE N58°18'37"W, A DISTANCE OF 47.59 FEET; THENCE N24°04'50"E, A DISTANCE OF 67.09 FEET; THENCE N79°12'57"E, A DISTANCE OF 41.93 FEET; THENCE N21°02'15"E, A DISTANCE OF 60.36 FEET; THENCE N17°39'00"E, A DISTANCE OF 67.32 FEET; THENCE N03°03'42"E, A DISTANCE OF 25.79 FEET; THENCE N06°56'38"E, A DISTANCE OF 124.67 FEET; THENCE N11°21'43"E, A DISTANCE OF 122.47 FEET; THENCE N31°27'13"E, A DISTANCE OF 15.08 FEET; THENCE N78°08'33"E, A DISTANCE OF 44.88 FEET; THENCE S63°13'15"E, A DISTANCE OF 61.09 FEET; THENCE S67°28'49"E, A DISTANCE OF 385.54 FEET; THENCE S17°57'16"W, A DISTANCE OF 127.90 FEET; THENCE S21°33'58"W, A DISTANCE OF 80.28 FEET; THENCE S19°11'00"W, A DISTANCE OF 57.64 FEET; THENCE S10°49'48"E, A DISTANCE OF 69.07 FEET; THENCE S29°32'26"E, A DISTANCE OF 46.27 FEET; THENCE S16°02'51"W, A DISTANCE OF 75.08 FEET; THENCE S42°14'24"W, A DISTANCE OF 46.39 FEET; THENCE S12°42'36"E, A DISTANCE OF 57.69 FEET; THENCE S53°44'13"W, A DISTANCE OF 35.90 FEET; THENCE S15°04'04"W, A DISTANCE OF 109.95 FEET; THENCE S25°12'50"W, A DISTANCE 95.75 FEET; THENCE S01°05'33"W, A DISTANCE OF 56.62 FEET; THENCE S30°38'28"E, A DISTANCE OF 58.10 FEET; THENCE S83°06'22"E, A DISTANCE OF 158.98 FEET; THENCE S84°21'12"E, A DISTANCE OF 152.29 FEET; THENCE N70°36'52"E, A DISTANCE OF 66.41 FEET; THENCE N84°05'34"E, A DISTANCE OF 73.23 FEET; THENCE N39°56'37"E, A DISTANCE OF 74.57 FEET; THENCE

N39°58'27"E, A DISTANCE OF 33.49 FEET; THENCE N46°25'55"E, A DISTANCE OF 54.37 FEET;
 THENCE S71°41'28"E, A DISTANCE OF 55.63 FEET; THENCE S72°40'22"E, A DISTANCE OF 66.23
 FEET; THENCE S56°02'14"E, A DISTANCE OF 49.60 FEET; THENCE S32°38'35"E, A DISTANCE OF
 32.39 FEET; THENCE S20°02'31"W, A DISTANCE OF 57.30 FEET; THENCE S34°18'16"W, A
 DISTANCE OF 117.02 FEET; THENCE S29°55'07"W, A DISTANCE OF 84.04 FEET; THENCE
 S18°43'30"E, A DISTANCE OF 128.20 FEET; THENCE S01°52'47"E, A DISTANCE OF 49.16 FEET;
 THENCE S47°20'45"E, A DISTANCE OF 51.80 FEET; THENCE S06°52'30"W, A DISTANCE OF 76.83
 FEET; THENCE S01°32'51"W, A DISTANCE OF 64.42 FEET; THENCE S09°08'16"E, A DISTANCE OF
 56.98 FEET; THENCE S01°52'16"E, A DISTANCE OF 58.18 FEET; THENCE S36°28'58"W, A DISTANCE
 OF 43.14 FEET; THENCE S05°39'40"W, A DISTANCE OF 48.48 FEET; THENCE S14°19'35"E, A
 DISTANCE OF 88.35 FEET; THENCE S13°15'49"W, A DISTANCE OF 106.52 FEET; THENCE
 S17°56'41"E, A DISTANCE OF 114.11 FEET; THENCE S34°22'42"E, A DISTANCE OF 67.32 FEET;
 THENCE S06°51'09"E, A DISTANCE OF 75.71 FEET; THENCE S02°41'21"E, A DISTANCE OF 105.83
 FEET; THENCE N88°26'31"E, A DISTANCE OF 37.28 FEET; THENCE S54°47'30"E, A DISTANCE OF
 4.36 FEET; THENCE S22°39'56"E, A DISTANCE OF 112.67 FEET; THENCE S22°20'38"E, A DISTANCE
 OF 50.89 FEET; THENCE S08°25'52"E, A DISTANCE OF 25.52 FEET; THENCE S07°55'27"E, A
 DISTANCE OF 46.93 FEET; THENCE S00°07'07"W, A DISTANCE OF 57.94 FEET; THENCE
 S39°37'34"E, A DISTANCE OF 109.88 FEET; THENCE S32°00'28"E, A DISTANCE OF 42.06 FEET;
 THENCE S34°58'41"E, A DISTANCE OF 91.94 FEET TO A POINT OF NON-TANGENCY OF A CURVE
 BEING CONCAVE EASTERLY, HAVING A RADIAL BEARING OF S87°44'32"E, A RADIUS OF 50.00 FEET
 AND A DELTA ANGLE OF 44°27'44"; THENCE SOUTHERLY, ALONG LAST SAID CURVE, AN ARC
 DISTANCE OF 38.80 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF
 S19°58'24"E AND A CHORD DISTANCE OF 37.83 FEET TO A POINT OF REVERSE CURVATURE OF A
 CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 227.09 FEET; THENCE
 SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 88.22 FEET, LAST SAID ARC
 BEING SUBTENDED BY A CHORD BEARING OF S31°04'30"E AND A CHORD DISTANCE OF 87.67
 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHEASTERLY, HAVING A
 RADIAL BEARING OF N61°55'34"E, A RADIUS OF 336.29 FEET AND A DELTA ANGLE OF 40°31'57";
 THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 237.90 FEET, LAST
 SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S48°20'25"E AND A CHORD DISTANCE
 OF 232.97 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE S26°10'59"W, A
 DISTANCE OF 132.71 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE
 NORTHEASTERLY, HAVING A RADIAL BEARING OF S25°48'28"E, A RADIUS OF 400.00 FEET AND A
 DELTA ANGLE OF 15°42'17"; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC
 DISTANCE OF 109.64 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF
 S72°02'40"E AND A CHORD DISTANCE OF 109.30 FEET TO A POINT OF NON-TANGENCY OF LAST
 SAID CURVE; THENCE S13°21'45"W, A DISTANCE OF 63.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 64.47 ACRES, MORE OR LESS.

Exhibit B



Wildlight Parcel 14-5 Phase 1C

Location Map

Source: ETM, Nassau County, Esri, Navmap

Subject Property



0 500 1,000
Feet

ETM

ENGLAND, THINE & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904 642 8990 | www.etmgeo.com | www.etmnc.com

Date: 7/31/2025

EXHIBIT "C"

**SCHOOL VOUCHER FOR
7/3/24 SCHOOL CREDIT LETTER**

**Assignment # 3
Parcel 14-5 Phase 1C**

SCHOOL CREDIT ASSIGNMENT

- | | |
|--|---|
| 1. Name and address of Grantor: | Wildlight LLC
1 Rayonier Way
Wildlight, Florida 32097 |
| 2. Name and address of Grantee: | Wildlight LLC
1 Rayonier Way
Wildlight, Florida 32097 |
| 3. Legal description of
subject property: | See Attached Exhibit A |

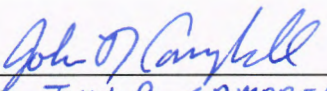
Grantor confirms that it has assigned to Grantee on the date below the following dollar amount of educational/school credits per the School Credit Letter dated July 3, 2024 ("School Credit Letter") and said credit may be applied as a credit toward any school mitigation necessitated by Grantee's 169 single family residential unit development within the ENCPA DSAP #2, including mitigation required to satisfy school concurrency in a proportionate share mitigation agreement and credit toward educational system impact fees.

School Credits	\$1,836,423
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Grantor gives notice to Nassau County, Florida, and the School District of Nassau County that the above \$1,836,423 educational/school credits shall be deducted from the School Credit Letter.

Pursuant to the above assignment \$3,733,973 educational/school credits remain under the School Credit Letter to be assigned.

Wildlight LLC, a Delaware limited liability company

By: 
Name: JOHN R. CAMPBELL
Title: Vice President
Date: 8/8/2025