

Inst: 202545028197 Date: 09/16/2025 Time: 2:37PM
 Page 1 of 17 B: 2816 P: 315, 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

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

Application Number: 2025SCR0024

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

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 WILDLIGHT 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 23.76+ 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 16 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 and high school capacity is available within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas to accommodate the middle and high 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 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 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 2.408 elementary 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 EIGHTY-EIGHT THOUSAND FIVE HUNDRED AND THIRTY DOLLARS AND 00/100 (\$88,530) for the Development Permit Application, which equates to FIVE THOUSAND FIVE HUNDRED AND THIRTY-THREE DOLLARS AND 13/100 (\$5,533.13) 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 EIGHTY-EIGHT THOUSAND FIVE HUNDRED AND THIRTY DOLLARS AND 00/100 (\$88,530) 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 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 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 Concurrence 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 Concurrence Reservation Letter and Certificate of Concurrence, 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 Daughtay
Connie Daughtay
Printed name of witness

49068 River Bluff Rd
Address of witness Hilliard, FL 32046

Lissa Braddock
Lissa Braddock
Printed name of witness

45204 Musselwhite Rd
Address of witness Callahan

ATTEST:

Kathy J. Bw
Superintendent of Schools

By: Gail Cook

14 Gail Cook, Chair
day of August, 2025.

Approved as to Form:

Brett Steger
School District Attorney

14 day of August, 2025.

APPLICANT

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

WITNESSES:

Jaime Northrup
Jaime Northrup
Printed name of witness
1 Rayonier Way
Wildlight, FL 32097
Address of witness

WILDLIGHT LLC, a Delaware limited liability company

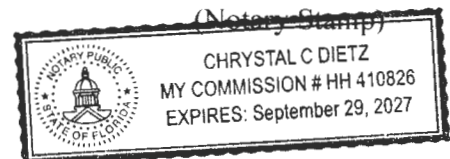
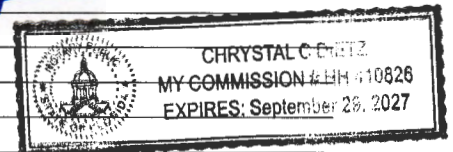
By: John R Campbell
Title: Vice President

Ronald HARRIS
Ronald HARRIS
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: _____



COUNTY

NASSAU COUNTY, FLORIDA

WITNESSES

Heather Nazworth

Heather Nazworth

Printed name of witness

76347 Veterans Way, Yulee, Fl, 32097

Address of witness

Abigail M. Martini

Abigail Martini

Printed name of witness

76347 Veterans Way, Yulee, Fl, 32097

Address of witness

ATTEST:

Mitch L. Keiter

Mitch L. Keiter, Ex-Officio Clerk

By: A.M. "Hupp" Huppmann

A.M. "Hupp" Huppmann, Chair

8th day of September, 2025.

Approved as to Form:

Denise C. May

Denise C. May

Nassau County, County Attorney

8th day of September, 2025.

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Voucher

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

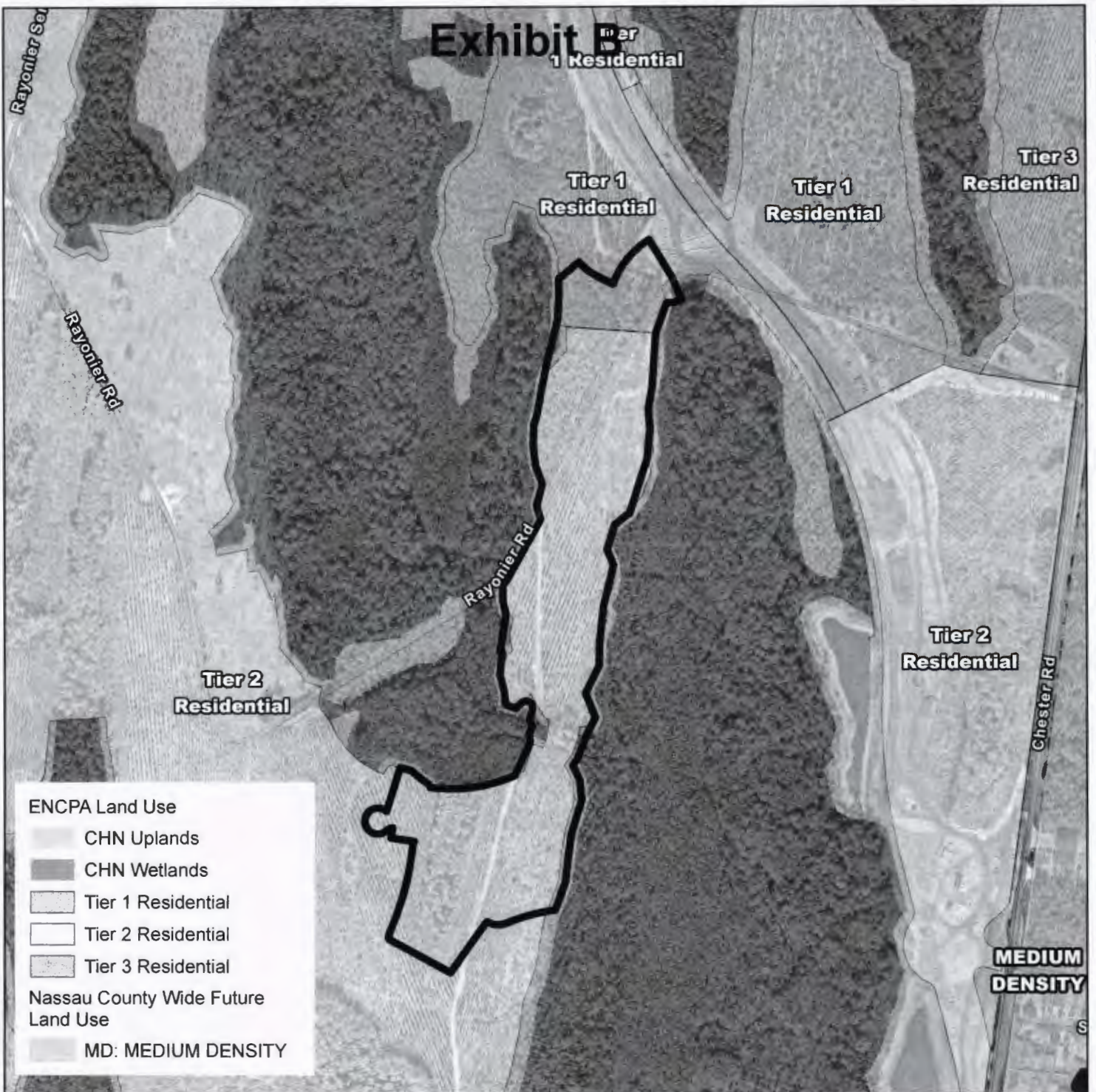
COMMENCE AT THE NORTHEASTERLY CORNER OF TRACT "A", PAGE HILL UNIT 3, AS RECORDED ON THE PLAT THEREOF, IN PLAT BOOK 6, PAGES 341 AND 342, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE S38°20'30"E, A DISTANCE OF 4280.34 FEET TO THE POINT OF BEGINNING; THENCE S31°13'08"E, A DISTANCE OF 154.82 FEET; THENCE S22°46'14"E, A DISTANCE OF 87.38 FEET; THENCE S67°13'46"W, A DISTANCE OF 31.24 FEET; THENCE N88°00'52"W, A DISTANCE OF 26.33 FEET; THENCE S20°16'08"W, A DISTANCE OF 118.35 FEET; THENCE S04°11'40"W, A DISTANCE OF 201.55 FEET; THENCE S09°55'23"W, A DISTANCE OF 80.17 FEET; THENCE S05°11'59"E, A DISTANCE OF 74.18 FEET; THENCE S06°15'54"W, A DISTANCE OF 105.73 FEET; THENCE S17°49'00"W, A DISTANCE OF 211.87 FEET; THENCE S51°48'10"W, A DISTANCE OF 72.31 FEET; THENCE S16°51'04"W, A DISTANCE OF 95.50 FEET; THENCE S22°43'10"E, A DISTANCE OF 60.94 FEET; THENCE S13°36'47"W, A DISTANCE OF 154.42 FEET; THENCE S06°39'54"W, A DISTANCE OF 129.18 FEET; THENCE S01°30'39"W, A DISTANCE OF 93.01 FEET; THENCE S26°49'13"W, A DISTANCE OF 111.14 FEET; THENCE S21°37'33"E, A DISTANCE OF 97.71 FEET; THENCE S27°07'08"W, A DISTANCE OF 64.02 FEET; THENCE S21°27'02"W, A DISTANCE OF 102.49 FEET; THENCE S36°24'33"W, A DISTANCE OF 28.40 FEET; THENCE S25°16'22"E, A DISTANCE OF 59.12 FEET; THENCE S05°58'19"E, A DISTANCE OF 74.25 FEET; THENCE S17°02'39"W, A DISTANCE OF 127.82 FEET; THENCE S08°03'29"W, A DISTANCE OF 95.36 FEET; THENCE S06°27'13"W, A DISTANCE OF 84.72 FEET; THENCE S17°55'02"W, A DISTANCE OF 22.49 FEET; THENCE S20°14'33"W, A DISTANCE OF 86.69 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIAL BEARING OF S06°52'33"E, A RADIUS OF 660.00 FEET AND A DELTA ANGLE OF 29°30'37"; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 339.93 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S68°22'08"W AND A CHORD DISTANCE OF 336.19 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE S35°08'27"W, A DISTANCE OF 130.00 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIAL BEARING OF N28°30'53"E, A RADIUS OF 165.77 FEET AND A DELTA ANGLE OF 06°30'31"; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 18.83 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N58°13'52"W AND CHORD DISTANCE OF 18.82 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIAL BEARING OF S29°18'04"W, A RADIUS OF 2228.84 FEET AND A DELTA ANGLE OF 5°42'07"; THENCE NORTHWESTERLY ALONG LAST SAID CURVE, AN ARC DISTANCE OF 221.81 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N63°33'00"W AND A CHORD DISTANCE OF 221.72 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIAL BEARING OF N23°44'18"E, A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 88°11'27"; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 38.48 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N22°09'58"W AND A CHORD DISTANCE OF 34.79 FEET TO A POINT OF TANGENCY; THENCE N21°55'46"E, A DISTANCE OF 48.08

FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1054.25 FEET; THENCE NORTHEASTERLY ALONG LAST SAID CURVE, AN ARC DISTANCE OF 305.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N13°37'56"E AND A CHORD DISTANCE OF 304.27 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIAL BEARING OF S49°34'56"E, A RADIUS OF 33.47 FEET AND A DELTA ANGLE OF 47°47'19"; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 27.92 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N64°18'44"E AND A CHORD DISTANCE OF 27.12 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHERLY, HAVING A RADIAL BEARING OF N02°12'42"E, A RADIUS OF 570.00 FEET AND A DELTA ANGLE OF 9°22'13"; THENCE WESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 93.22 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N83°06'12"W AND A CHORD DISTANCE OF 93.12 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE AND A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIAL BEARING OF S65°42'39"W, A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 52°08'39"; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 22.75 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N50°21'41"W AND A CHORD DISTANCE OF 21.98 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N13°21'45"E, A DISTANCE OF 63.75 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHERLY, HAVING A RADIAL BEARING OF N10°06'11"E, A RADIUS OF 400.00 FEET AND A DELTA ANGLE OF 15°42'17"; THENCE WESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 109.64 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N72°02'40"W AND A CHORD DISTANCE OF 109.30 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N26°10'59"E, A DISTANCE OF 132.67 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHERLY, HAVING A RADIAL BEARING OF N21°23'37"E, A RADIUS OF 336.29 FEET AND A DELTA ANGLE OF 0°46'55"; THENCE EASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 4.59 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S68°59'51"E AND A CHORD DISTANCE OF 4.59 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N31°21'04"E, A DISTANCE OF 30.15 FEET; THENCE N55°55'53"E, A DISTANCE OF 14.59 FEET; THENCE S70°32'20"E, A DISTANCE OF 44.18 FEET; THENCE S77°56'18"E, A DISTANCE OF 34.26 FEET; THENCE S49°01'11"E, A DISTANCE OF 51.63 FEET; THENCE S56°50'00"E, A DISTANCE OF 30.76 FEET; THENCE S22°45'51"E, A DISTANCE OF 13.69 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHERLY, HAVING A RADIAL BEARING OF N07°28'40"E, A RADIUS OF 603.72 FEET AND A DELTA ANGLE OF 33°25'21"; THENCE EASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 352.17 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N80°46'00"E AND A CHORD DISTANCE OF 347.20 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE N19°29'58"E, A DISTANCE OF 57.08 FEET; THENCE N20°12'51"E, A DISTANCE OF 39.88 FEET; THENCE N11°51'03"W, A DISTANCE OF 47.09 FEET; THENCE N20°19'02"E, A DISTANCE OF 33.98 FEET; THENCE N22°00'15"W, A DISTANCE OF 24.28 FEET; THENCE N15°24'47"E, A DISTANCE OF 40.07 FEET TO A POINT OF 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 65.65

FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N59°49'13"W AND A CHORD DISTANCE OF 48.35 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE S44°56'47"W, A DISTANCE OF 27.18 FEET; THENCE N74°55'37"W, A DISTANCE OF 7.29 FEET; THENCE N70°37'28"W, A DISTANCE OF 33.32 FEET; THENCE N06°28'30"W, A DISTANCE OF 51.29 FEET; THENCE N14°27'58"W, A DISTANCE OF 61.19 FEET; THENCE N05°56'22"E, A DISTANCE OF 224.07 FEET; THENCE N14°23'40"W, A DISTANCE OF 45.22 FEET; THENCE N00°04'33"E, A DISTANCE OF 64.78 FEET; THENCE N44°56'16"E, A DISTANCE OF 18.50 FEET; THENCE N29°08'21"E, A DISTANCE OF 260.88 FEET; THENCE N15°56'26"W, A DISTANCE OF 52.76 FEET; THENCE N15°11'52"E, A DISTANCE OF 81.42 FEET; THENCE N20°51'25"W, A DISTANCE OF 69.48 FEET; THENCE N07°05'40"W, A DISTANCE OF 78.95 FEET; THENCE N02°53'44"E, A DISTANCE OF 71.76 FEET; THENCE N16°40'05"E, A DISTANCE OF 41.21 FEET; THENCE N10°48'13"E, A DISTANCE OF 104.51 FEET; THENCE N11°19'27"E, A DISTANCE OF 83.49 FEET; THENCE N14°16'04"E, A DISTANCE OF 172.05 FEET; THENCE N02°51'09"E, A DISTANCE OF 91.94 FEET; THENCE N01°31'30"W, A DISTANCE OF 56.92 FEET; THENCE N50°01'20"E, A DISTANCE OF 99.94 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIAL BEARING OF N50°10'32"E, A RADIUS OF 212.50 FEET AND A DELTA ANGLE OF 23°59'14"; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 88.96 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF S51°49'05"E AND A CHORD DISTANCE OF 88.32 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE S63°48'42"E, A DISTANCE OF 66.17 FEET TO A POINT OF NON-TANGENCY OF A CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIAL BEARING OF S73°06'08"E, A RADIUS OF 250.00 FEET AND A DELTA ANGLE OF 45°36'40"; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 199.02 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF N39°42'12"E AND A CHORD DISTANCE OF 193.80 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE N62°30'32"E, A DISTANCE OF 12.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 23.76 ACRES, MORE OR LESS.

Exhibit B

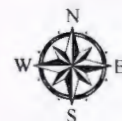


Wildlight Parcel 14-5 Phase 1A

Location Map

Source: ETM, Nassau County, Esri, Nearmap

Subject Property



0 500 1,000
Feet

ETM

ENGLAND-THIMS & 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 # 1
Parcel 14-5 Phase 1A**

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

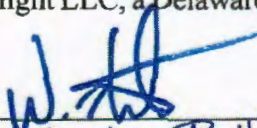
Grantor confirms that it has assigned to Grantee on the date below the following dollar amount of educational/school credits per the School Credit Letter dated July 3, 2024 ("School Credit Letter") and said credit may be applied as a credit toward any school mitigation necessitated by Grantee's 16 single 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 \$88,530

Grantor gives notice to Nassau County, Florida, and the School District of Nassau County that the above \$88,530 educational/school credits shall be deducted from the School Credit Letter.

Pursuant to the above assignment \$7,441,470 educational/school credits remain under the School Credit Letter to be assigned.

Wildlight LLC, a Delaware limited liability company

By: 
Name: Wesley B. Hinton
Title: Vice President
Date: 7/31/25