

RESOLUTION NO. 2022-308

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN IMPACT FEE CREDIT AGREEMENT WITH WFC ASHFORD MILLS OWNER VII, L.L.C.

WHEREAS, WFC Ashford Mills Owner VII, L.L.C. is the developer (“**Developer**”) of certain lands contained within the Ashford Mills Development of Regional Impact (the “**DRI**”) as described and approved under St. Johns County Resolution No. 2006-64, as amended (the “**DRI/DO**”) and the Ashford Mills Planned Unit Development approved under St. Johns County Ordinance No. 2006-119, as amended (the “**Ashford Mills PUD**”).

WHEREAS, St. Johns County Ordinance No. 87-59 (“**Impact Fee Ordinance**”), as has been or may be amended, allows for impact fee credits to be granted by the Board of County Commissioners for any cash contributions or property dedicated or improvements to the County made by or funded by the Developer identified within the Impact Fee Credit Agreement attached hereto and incorporated herein.

WHEREAS, in accordance with Section 13 of the County Public Capital Facilities Impact Fee Ordinance, the Developer is entitled to certain impact fee credits for contribution of real property and improvements to such real property to the County, as identified in Special Condition 30 of the Ashford Mills Development of Regional Impact Amended and Restated Development Order (the “**DRI DO**”).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The County Administrator is hereby authorized to approve and execute an Impact Fee Credit Agreement with WFC Ashford Mills Owner VII, L.L.C. substantially in the form of that which is attached hereto and incorporated herein by reference for those dedications identified within the Public Capital Facilities Impact Fee Ordinance which are eligible for impact fee credits.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 6 day of September 2022.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

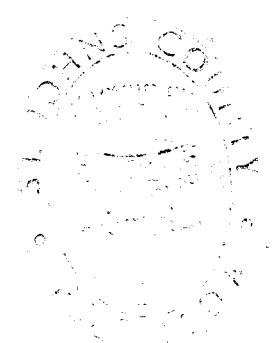
Henry Dean
Henry Dean, Chair

Rendition Date 9/8/22

Attest: _____

BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Ray Hatterna
Deputy Clerk



IMPACT FEE CREDIT AGREEMENT

(Public Facilities/Buildings Impact Fees)

THIS IMPACT FEE CREDIT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022 by and among the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA (“County”)**, and **WFC ASHFORD MILLS OWNER VII, L.L.C.**, a Delaware limited liability company (the **“Developer”**, which term shall include its successors and assigns).

RECITALS:

A. The Developer is the owner and projected Impact Feepayer of certain lands contained within the Ashford Mills Development of Regional Impact (the **“DRI”**) as described and approved under St. Johns County Resolution No. 2006-64 (the **“DRI/DO”**) and the Ashford Mills Planned Unit Development approved under St. Johns County Ordinance No. 2006-119 (the **“Ashford Mills PUD”**).

B. Under Special Condition 30 of the DRI/DO (**“SC-30”**), the Developer is required to convey to the County an approximately three (3)-acre parcel located off County Road 16A known and identified in the DRI/DO as the **“Fire Station”** parcel, which is more particularly described and depicted on Exhibits “A-1” and “A-2” attached hereto and incorporated herein by this reference and depicted on Exhibit “B” attached hereto and incorporated herein by this reference (the **“Public Facilities Parcel”**).

C. The Developer now desires to convey the Public Facilities Parcel to the County for its use as either a library, fire station or emergency services facility in satisfaction of SC-30 of the DRI/DO.

D. The Public Capital Facilities Impact Fee Ordinance requires any person who seeks to develop land within St. Johns County, as evidenced by such person’s application for a building permit or certificate of occupancy by such person or its successors and assigns (**“Feepayer”**), to pay a public facilities/buildings impact fee (**“Public Facilities Impact Fee”**) so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide public buildings within St. Johns County.

E. Section 12 of St. Johns County Ordinance No. 87-59, as amended (**“Impact Fee Ordinance”**), allows for impact fee credits to be granted by the Board of County Commissioners for any cash contributions or property dedicated or improvements to the County made by or funded by the Developer (**“Public Facilities/Buildings Impact Fee Credits”**).

F. The Developer is entitled under the Impact Fee Ordinance and SC-30 of the DRI/DO to receive Public Facilities/Buildings Impact Fee Credits for property dedicated to the County as more particularly identified in SC-30 (the **“Ashford Mills Public Facilities Contribution”**).

G. The Developer desires to enter into this Agreement to establish the terms upon which the Public Facilities/Buildings Impact Fee Credits will be granted for the Ashford Mills Public Facilities Contribution that is being made at this time or in the future.

H. In accordance with SC-30, the Developer is dedicating the Public Facilities Parcel to the County for either a library, fire station or emergency services site that is recognized as meeting the requirements for Public Facilities/Buildings Impact Fee Credits.

I. Pursuant to the terms of the Impact Fee Ordinance, the County, the Developer desires to set forth its agreement and a procedure for the application and treatment of such Public Facilities/Buildings Impact Fee Credits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The appraised value of the Public Facilities Parcel and the total Public Facilities/Buildings Impact Fee Credits to be awarded for the land to be dedicated shall be Three Hundred Ninety-Six Thousand and No/100 Dollars (\$396,000.00). A summary of the Public Facilities Parcel appraised value is set forth on **Exhibit "C"** attached hereto and incorporated herein by this reference.
3. Upon the County's acceptance of the Public Facilities Parcel, the County shall establish the Ashford Mills DRI Public Facilities/Buildings Impact Fee Credit Account ("**Impact Fee Credit Account**") in the amount of Three Hundred Ninety-Six Thousand and No/100 Dollars (\$396,000.00).
4. From and after the date hereof, so long as there is any balance remaining within the Public Facilities/Buildings Impact Fee Credit Account, all Feepayers applying for building permits or certificates of occupancy in connection with any construction within the DRI shall pay the amount due under the Impact Fee Ordinance directly to the Developer. The Developer shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to the Developer. Then, for so long as the total Public Facilities/Buildings Impact Fee Credits for which the Developer has issued vouchers under this Agreement is less than the total Public Facilities/Buildings Impact Fee Credits authorized by this Agreement, the Developer shall issue to such Feepayer a voucher evidencing full payment of Public Facilities/Buildings Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. The voucher issued by the Developer shall contain a statement setting forth the amount of Public Facilities/Buildings Impact Fee paid. Upon presentation of such voucher by the Feepayer, the County shall issue a receipt to the Feepayer and shall deduct the amount of such voucher from the Ashford Mills DRI Public Facilities/Buildings Impact Fee Credit Account. The voucher form is attached hereto as **Exhibit "D"**.

5. In the event that the Developer determines to sell all or part of the property within the DRI, the Developer may sell, transfer, assign or convey any of its interest in part of the Public Facilities/Buildings Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the DRI boundaries for such consideration as the Developer, in its sole discretion, determines. In such event, the Developer shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Public Facilities/Buildings Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Public Facilities/Buildings Impact Fee Credits, if any, shall remain vested in the Developer. The parties agree that no Public Facilities/Buildings Impact Fee Credit may be used or applied to development outside the DRI boundaries without the specific approval of the County, and that such approval may be denied based on factors including, but not limited to the relationship of the dedication and/or improvements to the particular development to which credits are transferred. The Developer acknowledges that only one Public Facilities/Buildings Impact Fee Credit account may exist at any given time for the DRI.
6. On or before January 31 of each year, so long as there remains any Public Facilities/Buildings Impact Fee Credits, the Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Public Facilities/Buildings Impact Fee payments made by the Feepayers applying for building permits or certificates of occupancy within the DRI and the remaining balance of Public Facilities/Buildings Impact Fee Credits.
7. At such time as the Public Facilities/Buildings Impact Fee Credits provided for hereunder have been exhausted, the Developer or the Feepayer seeking building permits or certificates of occupancy within the DRI boundaries shall pay the County the Public Facilities/Buildings Impact Fees as are then due and payable under the Impact Fee Ordinance in effect at that time. Until such time, any Feepayer within the DRI shall be instructed by the County to pay its Public Facilities/Buildings Impact Fees directly to the Developer.
8. The Developer and the County agree that when the Public Facilities Parcel is conveyed to the County, the deed will contain a reservation for a ten (10)-foot utility easement along the western boundary of the parcel. The location of such easement is depicted on Exhibit "A-2". The utility easement will be for use by the Developer to get utilities to its adjacent property and by the County to serve the Public Facilities Parcel. In the event a utility company requires a separately recorded easement over the aforementioned ten (10) feet, the County agrees to grant such easement following its receipt of the Public Facilities Parcel.
9. Miscellaneous Provisions
 - a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against

any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the County's Impact Fee Ordinance and other applicable ordinances. Any and all applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.

- b. The parties agree that Impact Fee Ordinance Section 12 limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due or that become due within the DRI. The parties further agree that they will not challenge in any judicial proceeding and will accept the interpretation of the County Attorney's Office that the Public Facilities/Buildings Impact Fee Credits identified or granted by this Agreement are limited to the amount of Public Facilities/Buildings Impact Fees which are due or become due within the DRI.
- c. In construing the Agreement, the singular shall be held to include the plural, and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.
- d. All exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.
- e. This Agreement, and any Exhibits and/or addendum made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.
- f. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- g. All covenants, agreements, representation and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.
- h. This Agreement is recognized as being subject to the laws of Florida and the Ordinances of St. Johns County, Florida and therefore all applicable provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provisions, such provision shall apply.
- i. Nothing in this Agreement shall act to allow an entity to receive impact fees credits for contributions provided by a government entity including, but not limited to, a Community Development District.
- j. Nothing in this Agreement shall be deemed to require the County to

continue to levy or collect Impact Fees, or, if levied, to levy them for any certain amount.

- k. Any notices or reports required by this Agreement shall be sent to the following:

For the County: County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

With a copy to: County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

For The Developer: WFC Ashford Mills Owner VII, L.L.C
Attn: Mike McCollum
900 N. Michigan Avenue
Suite 1900
Chicago, Illinois 60611

With a copy to: Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date set forth above.

Witnesses:

THE DEVELOPER:

Signed, sealed and delivered in the presence of:

WFC ASHFORD MILLS OWNER VII, L.L.C.,
a Delaware limited liability company

Griffin Boulter
Print Name: Griffin Boulter

By: WFC Ashford Mills Holdings JV VII, L.L.C.,
a Delaware limited liability company,
its Sole Member

Katharine Raiche
Print Name: Katharine Raiche

By: FCA Ashford, LLC,
a Delaware limited liability company
its Administrative Member

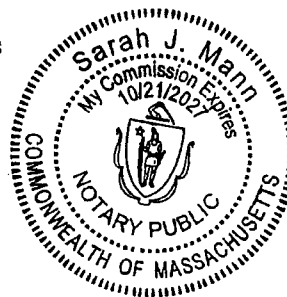
By: *JRB*
Name: Jesse R. Baker
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUFFOLK

Before me, the undersigned authority, on this day personally appeared Jesse R. Baker, known to me to be the Authorized Signatory of FCA Ashford, LLC, the Administrative Member of WFC Ashford Mills Holdings JV VII, L.L.C., the Sole Member of WFC Ashford Mills Owner VII, L.L.C. on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 26th day of July, 2022.

[Signature]
Notary Public in and for the Commonwealth of Massachusetts
My Commission expires on: 10/21/27



THE COUNTY:

**BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA**

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2022, by _____, as _____ of St. Johns County, Florida, and is authorized to execute this Agreement on behalf of St. Johns County, Florida, on behalf of the County, who is (check one) is personally known to me or has produced a valid driver's license as identification.

Print Name: _____

Notary Public

My Commission Expires: _____

Commission Number: _____

Exhibit "A-1"

Legal Description

PUBLIC FACILITIES SITE

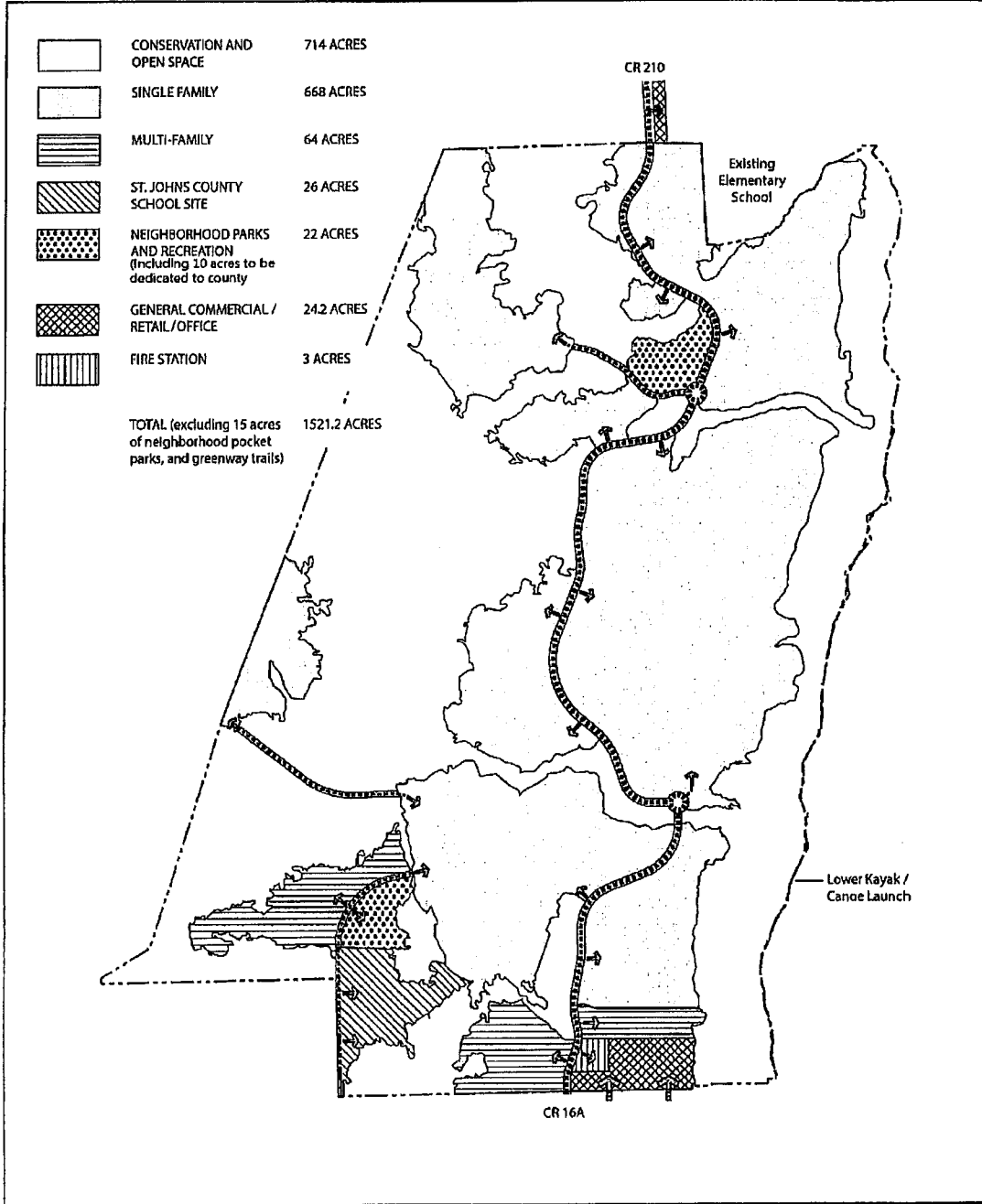
A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 16-A (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 88°59'37" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2675.99 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 46°00'23" WEST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°00'23" WEST, 69.76 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 360.00 FEET, AN ARC DISTANCE OF 133.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°38'51" EAST, 133.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°18'06" EAST, 186.15 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20°18'06" EAST, 45.88 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 440.00 FEET, AN ARC DISTANCE OF 135.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°27'57" EAST, 135.17 FEET; THENCE NORTH 90°00'00" EAST, 591.36 FEET; THENCE SOUTH 01°02'51" WEST, 228.50 FEET; THENCE SOUTH 88°59'43" WEST, 397.38 FEET; THENCE NORTH 60°50'11" WEST, 127.35 FEET; THENCE SOUTH 88°59'43" WEST, 121.47 FEET, TO THE POINT OF BEGINNING.

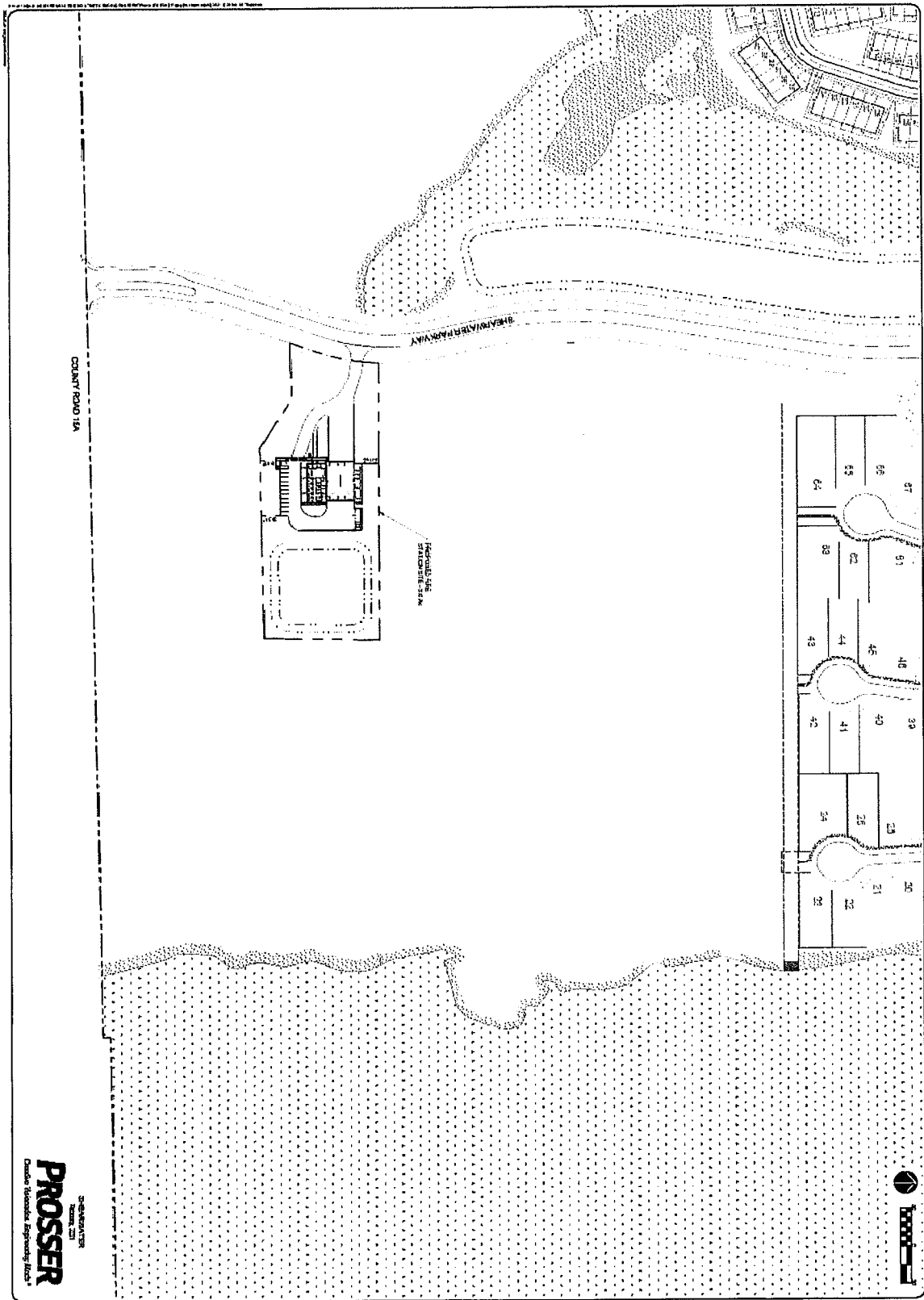
CONTAINING 3.03 ACRES, MORE OR LESS.

Exhibit "B"

Site Location Maps



ASHFORD MILLS Notice of Proposed Change	Map H MASTER DEVELOPMENT PLAN	FREEHOLD CAPITAL MANAGEMENT
	6/19/2014	



2024/04/15/25
 10:00 AM
PROSSER
 Greater Vancouver Regional District

Exhibit "C"

Summary of Public Facilities Parcel Appraisal



APPRAISAL ASSOCIATES OF FLORIDA, INC.

Real Estate Appraisers — Consultants

600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL 386-423-5110 • FAX 386-423-3086

May 12, 2021

Mike McCollum
WFC Ashford Mills Owner VII, LLC
500 Boylston,
Boston, Ma 02116

RE: Appraisal of Fire Station site located within Shearwater Development of Regional Impact (DRI) located just north of County Road 16A and just west of Trout Creek in St. Augustine, St. Johns County, Florida. This is an approximate 3.03± acre site that is a portion of Parcel Number 010330 0010 (PAA file # 221.010)

Dear Mr. McCollum:

At your request, I have personally inspected the above referenced property and submit to you this Appraisal Report. The purpose of the appraisal is to estimate the As Is market value of the above referenced property.

This letter of transmittal is followed by the certification of the appraisal and the narrative appraisal report further describing the subject property and containing the reasoning and pertinent data leading to the estimated value. Particular attention is directed to the Underlying Assumptions and Limiting Conditions section of this report.

Based on our analysis of the facts and data as presented in this report, and our appraisal experience, it is our opinion that the subject is estimated to have the following value:

The Value as is, as of April 30, 2021:	\$396,000
*Please refer to Extraordinary Assumption	

The Uniform Standards of Professional Appraisal Practice (USPAP) defines an *extraordinary assumption* as: "An assumption, directly related to a specific assignment, as of the effective date of the appraisal results, which, if found to be false, could alter the appraiser's opinions or conclusions."

The subject property is a planned 3.03± acre Fire Station site within the Shearwater development which is a planned DRI community that includes about 2,000 homes, 400,000 square feet of commercial retail, public use sites and 600 acres of open space and a K-8 public School. This Appraisal is of the 3± acre Fire Station site only. The construction for the infrastructure has not begun in the area of the subject site.


This appraisal is based on the Extraordinary Assumption that access and other needed infrastructure are available to the subject property.

The accompanying report contains our summary of data, analyses, and conclusions and is written to be self-explanatory. However, should you have any questions, please advise. Thank you for the privilege of serving you.

COVID-19

"The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal."

Respectfully submitted,



Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser # RZ670

Exhibit "D"

Public Facilities/Buildings Impact Fee Voucher

Voucher # _____

ST. JOHNS COUNTY PUBLIC FACILITIES/BUILDINGS IMPACT FEE VOUCHER

(Ashford Mills DRI/PUD)

Name and address of Grantor: WFC ASHFORD MILLS OWNER VII, L.L.C., a Delaware limited liability company

Name and address of Grantee: _____

Legal description of subject property: _____

Subdivision or Master Development Plan name: Ashford Mills DRI/PUD

The undersigned Grantor confirms that it has received from _____ on _____, 202__ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below.

The Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Public Facilities/Buildings Impact Fee Credit account of the Grantor.

Public Facilities/Buildings Impact Fees, Ordinance #87-59 in the amount of \$ _____

Grantor:

WFC ASHFORD MILLS OWNERS VII, L.L.C., a Delaware limited liability company

By: WFC Ashford Mills Holdings JV VII, L.L.C., a Delaware limited liability company, Its Sole Member

By: FCA Ashford, LLC, a Delaware limited liability company, its Administrative Member

By: _____

Name: _____

Its: _____