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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

11/19/2024

BCC MEETING DATE

TO: Joy Andrews, County Administrator **DATE:** October 24, 2024

FROM: Jan Trantham, Senior Transportation Planner **PHONE:** 904 209-0611

SUBJECT OR TITLE: IFA 2024-09 Impact Fee Agreement for Ashford Mills DRI (Shearwater)

AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

The proposed Road Impact Fee Credit Agreement with WFC Ashford Mills Owner VII, LLC seeks to establish road impact fee credit for the Ashford Mills DRI (Shearwater) for contribution of funds for intersection improvements at CR 16A/Timberwolf Trail to be constructed by the County. The intersection improvement contribution is \$300,000.00, which amount is determined to be the project's proportionate share for improvements at an intersection that is shared entrance to a County park, a public school and the Shearwater community. The impact fee credit will be awarded after payment has been received.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2024-_____, authorizing the County Administrator, or designee, to execute the Impact Fee Agreement with WFC Ashford Mills Owner VII, LLC establishing a total road impact fee credit of \$300,000.00.

For Administration Use Only:
Legal: Kealey West 10/31/2024 **OMB:** JDD 10/31/2024 **Admin:** Brad Bradley 11/12/2024

RESOLUTION NO. 2024- _____

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., a Delaware limited liability company, is the developer (“**Developer**”) of certain lands contained within Ashford Mills, as described and approved in St. Johns County Resolution No. 2014-241, as amended (collectively, the “**DRI Development Order**”) and Ordinance No. 2014-40, as amended collectively, the “**PUD**”).

WHEREAS, St. Johns County Ordinance No. 87-57, (“**Road Impact Fee Ordinance**”), as has been or may be amended, allow for impact fee credits to be granted by the Board of County Commissioners for the property dedicated to St. Johns County and/or improvements made or funded by the Developer as identified within the Impact Fee Credit Agreement attached hereto and incorporated herein.

WHEREAS, in accordance with Section 13 of the County Road Impact Fee Ordinance, the Developer is entitled to certain impact fee credits for contribution of proportionate share funds to the County for design, permitting and construction of the intersection of County Road 16A and Timberwolf Trail (the “**Project**”).

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 Road 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 _____ day of _____, 2024.

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

Chair

Attest: **BRANDON J. PATTY, CLERK OF**

THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

IMPACT FEE CREDIT AGREEMENT

(Roads /Ashford Mills/Timberwolf Trail)

THIS IMPACT FEE CREDIT AGREEMENT (“**Agreement**”) is made this ___ day of _____, 2024, 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 (“**Developer**”).

RECITALS:

A. The Developer is the developer of certain lands contained within the Ashford Mills community, as described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”), and as approved in St. Johns County Resolution No. 2014-241, as amended (collectively, the “**DRI Development Order**”) and Ordinance No. 2014-40, as amended (collectively, the “**PUD**”).

B. Pursuant to St. Johns County Ordinance No. 87-57 , as amended (“**Road Facilities Impact Fee Ordinance**”), the County 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 (“**Feepayer**”), to pay a Road Facilities impact fee (“**Road Facilities Impact Fee**”), so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads within St. Johns County.

C. Section 13 of the Road Facilities Impact Fee Ordinance allows impact fee credits to be granted for certain dedications and/or improvements (“**Road Facilities Impact Fee Credits**”).

D. Developer is providing a proportionate share payment in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) (the “**Proportionate Share Payment**”) toward the design, permitting and construction by the County of improvements to the intersection of County Road 16A and Timberwolf Trail (the “**Project**”), which is a shared entrance to a St. Johns County park, a public school and the Shearwater community and is recognized as meeting the requirements for Road Facilities Impact Fee Credits.

E. Pursuant to the terms of the Road Facilities Impact Fee Ordinance, County and Developer desire to set forth their agreement related to the Proportionate Share Payment and a procedure for the application and treatment of such Road Facilities Impact Fee Credits.

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

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The total Road Facilities Impact Fee Credits for the Project will be equal to the Proportionate Share Payment of Three Hundred Thousand and No/100 Dollars

(\$300,000.00). The Developer shall make the Proportionate Share Payment within sixty (60) days following the approval of this Agreement by the St. Johns County Commission. This shall constitute fulfillment of the Developer's transportation proportionate share obligation for the County Road 16A/Timberwolf Trail intersection.

3. From and after the date thereof, all Feepayers applying for building permits or certificates of occupancy in connection with any construction in the Project shall pay the amount due under the Road Facilities Impact Fee Ordinance directly to Developer. Developer shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to Developer. Then, for so long as the total Road Facilities Impact Fee Credits for which Developer has issued vouchers under this Agreement is less than the total Road Facilities Impact Fee Credits authorized by this Agreement, Developer shall issue to such Feepayer a voucher evidencing full payment of Road Facilities Impact Fees in connection with such Feepayer's application for a building permit or certificate of occupancy. The voucher issued by Developer shall contain a statement setting forth the amount of Road Facilities 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 Road Impact Fee Credit Account. The Voucher Form is attached hereto as **Exhibit "B"**.
4. In the event that Developer determines to sell all or part of the Property, Developer may sell, transfer, assign or convey any of its interest in part of the Road Facilities Impact Fee Credits to such purchaser, transferee, assignee or grantee for use within the Property for such consideration as Developer, in its sole discretion, determines. In such event, Developer shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road Facilities Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road Facilities Impact Fee Credits, if any, shall remain vested in Developer. The Parties agree that no impact fee credit may be used or applied to development outside the Property without the specific approval of the County, which approval shall not be unreasonably withheld. Developer and County hereby agree that the impact fee credits due hereunder shall be deposited into the existing impact fee credit account for the Ashford Mills Property.
5. On or before January 31 of each year, so long as there remains any Road Facilities Impact Fee Credits, Developer shall prepare and deliver to the County Growth Management Department an annual report setting forth the amount of Road Facilities Impact fee payments made by the Feepayers applying for building permits or certificates of occupancy within the Project and the remaining balance of Road Facilities Impact Fee Credits.
6. At such time as the Road Facilities Impact Fee Credits provided for hereunder have been exhausted, Developer or the Feepayer seeking building permits or certificates of occupancy within the Project shall pay the County the Road Facilities Impact Fees as are then due and payable under the Road Facilities Impact Fee Ordinance

in effect at that time. Until such time, any Feepayer within the project shall be instructed by the County to pay its Road Impact Fees directly to Developer.

7. 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 Road Facilities 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 Road Facilities Impact Fee Ordinance Section 13 limits the total amount of impact fee credits given to an amount not greater than the total amount of impact fees due for the Project. 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 Road Facilities Impact Fee Credits identified or granted by this Agreement are limited to the amount of Impact Fees which are due or become due within the Development.
- 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 of the exhibits attached to this Agreement are incorporated in and made a part of this Agreement.
- e. The 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. The Developer must be a feepayer as referenced in the applicable impact fee ordinance to receive impact fee credits under this ordinance.
- j. 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.
- k. 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.
- l. Any notices or reports required by this Agreement shall be sent to the following:

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

With Copy To: County Attorney
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

Developer: WFC Ashford Mills Owner VII, L.L.C.
Attn: Thomas C. Tischer and Jesse R. Baker
500 Boylston Street, Suite 2010
Boston, Massachusetts 02116

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

DEVELOPER:

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

By: _____

Name: _____

Title: _____

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2024, by _____, as authorized signatory of WFC Ashford Mills Owner VII, L.L.C., a Delaware limited liability company, on behalf of the company, 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:_____

COUNTY:

ST. JOHNS COUNTY, FLORIDA

Joy Andrews, County Administrator

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 _____, 2024, by Joy Andrews, as County Administrator 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"

Legal Description of Property

LOT 10, TROUT CREEK, AS RECORDED IN MAP BOOK 14, PAGES 64 & 65, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 26, 27, 33, 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 27 EAST, AND LYING IN A PORTION OF THE FRANCIS BRADY GRANT (SECTION 41), TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE ON THE NORTH LINE OF SAID SECTION 26, SOUTH 89°29'03" EAST, A DISTANCE OF 2601.70 FEET TO A 1/2" IRON PIPE; THENCE CONTINUE ON THE NORTH LINE OF SAID SECTION 26, SOUTH 89° 29 ' 03 " EAST, A DISTANCE OF 64 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 26 AND THE CENTERLINE OF TROUT CREEK, SAID INTERSECTION HEREAFTER REFERRED TO AS POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 87°58'27" WEST ON THE NORTH LINE OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 2317.86 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 831, PAGE 1729, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 27 AND ON SAID EASTERLY BOUNDARY, SOUTH 21°01'37" WEST, A DISTANCE OF 2849.33 FEET; THENCE CONTINUING ON SAID EASTERLY BOUNDARY, SOUTH 20°46'37" WEST, A DISTANCE OF 4048.41 FEET; THENCE CONTINUING ON SAID EASTERLY BOUNDARY, SOUTH 17°37'35" WEST, A DISTANCE OF 2728.11 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 112.13 FEET AND A CENTRAL ANGLE OF 41°30'09"; THENCE CONTINUING ON SAID EASTERLY BOUNDARY AND ON THE ARC OF SAID CURVE, A DISTANCE OF 81.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 38°22'40" WEST, A CHORD DISTANCE OF 79.46 FEET TO THE CURVES END; THENCE CONTINUING ON SAID EASTERLY BOUNDARY, SOUTH 59°08'04" WEST, A DISTANCE OF 607.59 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY, AND ON THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, SOUTH 02°50'37" EAST, A DISTANCE OF 67.61 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, NORTH 88°48'33" EAST, A DISTANCE OF 1343.17 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, NORTH 88°33'52" EAST, A DISTANCE OF 1347.56 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, SOUTH 03°05'37" EAST, A DISTANCE OF 1311.59 FEET TO A POINT ON THE NORTHERLY

RIGHT OF WAY LINE OF COUNTY ROAD 16~A (A 66 FOOT RIGHT OF WAY) ; THENCE DEPARTING SAID EAST LINE AND ON SAID NORTHERLY RIGHT OF WAY LINE, NORTH 88°43'52" EAST, A DISTANCE OF 4043.54 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE CONTINUING ON SAID NORTHERLY RIGHT OF WAY LINE, NORTH 88°48'35" EAST, A DISTANCE OF 172.29 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE CONTINUING ON SAID NORTHERLY RIGHT OF WAY LINE, NORTH 01°06'00" WEST, A DISTANCE OF 16.43 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE CONTINUING ON SAID NORTHERLY RIGHT OF WAY LINE, NORTH 88°54'00" EAST, A DISTANCE OF 683.00 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE CONTINUING ON SAID NORTHERLY RIGHT OF WAY LINE, NORTH 01°06'00" WEST, A DISTANCE OF 50.00 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE CONTINUING ON SAID NORTHERLY RIGHT OF WAY LINE, NORTH 88°54'00" EAST, A DISTANCE OF 93.04 FEET TO THE CENTERLINE OF TROUT CREEK; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ON THE MEANDERINGS OF THE CENTERLINE OF TROUT CREEK, NORTHERLY, A DISTANCE OF 12011 FEET MORE OR LESS TO AFORESAID POINT "A".

EXHIBIT "B"

(Sample Impact Fee Voucher)

Voucher # _____

St. Johns County Impact Fee Voucher
ASHFORD MILLS
DEVELOPMENT OF REGIONAL IMPACT

- 1. Name and address of Developer/Grantor: WFC Ashford Mills Owner VII, L.L.C.
352 Paseo Reyes Drive
St. Augustine, FL 32095
- 2. Name and address of Grantee: _____
- 3. Legal description of subject property: See attached Exhibit "A"
- 4. Subdivision or Master Development Plan name: Ashford Mills Development of Regional Impact

The undersigned Developer/Grantor confirms that it has received from _____ on _____ funds sufficient for the following impact fees required under the applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

_____ Roads Ordinance No. 87-57 in the amount of \$ _____

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

By: _____
Print: _____
Its: _____