

**EDUCATIONAL FACILITIES IMPACT FEE DEFERRAL AGREEMENT
FOR THE WINGS OF GRACE MINISTRIES, INC. CAPERNAUM PLACE AFFORDABLE
HOUSING DEVELOPMENT**

THIS EDUCATIONAL FACILITIES IMPACT FEE DEFERRAL AGREEMENT FOR THE WINGS OF GRACE CAPERNAUM PLACE AFFORDABLE HOUSING DEVELOPMENT (the "Agreement") is entered into this _____ day of _____, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter, referred to as "County"), SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, the governing body of the School District of Brevard County, Florida pursuant to Article IX, Section 4(b), Constitution of the State of Florida whose address is 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as "School Board"), and WINGS OF GRACE MINISTRIES, INC., a Florida non-profit corporation, whose address is 444 Grove Lane, Suite #104, Melbourne, Florida 32901 (hereinafter referred to as "Owner"), is based on the following terms and conditions:

RECITALS

WHEREAS, the School Board and County desire to encourage the development of affordable housing opportunities for students and their families in Brevard County, Florida; and

WHEREAS, the educational facilities impact fees are imposed by the Brevard County Educational Facilities Impact Fee Ordinance (hereinafter referred to as "Educational Facilities Impact Fee Ordinance"), as adopted in Sections 62-921 through 62-935 of the Brevard County Code or Ordinances; and

WHEREAS, the Educational Facilities Impact Fee Ordinance applies within the jurisdiction of the County and School Board; and

WHEREAS, pursuant to the Amended Interlocal Agreement between the School Board and County recorded in Official Records Book 8418, Page 360 of the Official Records of Brevard County, the County administers and collects educational impact fees within the benefit district on behalf of the School Board and subsequently disburses said collections to the School Board; and

WHEREAS, in order to mitigate the impact to the development of affordable housing opportunities created by the imposition of educational impact fees, the School Board and County may defer payment of some, or all, educational impact fees and applicable administration fees for qualified affordable housing units; and

WHEREAS, the Owner desires to construct an affordable rental housing apartment complex to provide critical needed housing to youth aging out, or who have aged out of Foster Care and such

otherwise homeless young adults who are currently attending Brevard County Schools or have already graduated, known as Capernaum Place located at 855 Torrence Lane, Melbourne, Florida 32935 and as more specifically described in Exhibit A attached hereto and made apart hereof (hereinafter referred to as "Project"); and

WHEREAS, the Project shall consist of Twenty-Four (24) 1-Bedroom/1-Bath apartment units all of which will be reserved for youth/young adults aging out of or have aged out of Foster Care and other such young adults who may not have been in the Foster Care system who would otherwise be homeless currently attending Brevard County Public Schools, other such school, or who have already graduated and/or may be pursuing higher learning and with a gross annual income not exceeding 80% of the Area Median Income, which is defined by the Educational Impact Fee Ordinance as "low income person or household"; and

WHEREAS, the Owner has irrevocably waived its option to convert to market rents for a period of sixty years as memorialized in the Affordable Housing Use Restriction Agreement with the City of Melbourne and duly recorded in the official public records of Brevard County, Florida; and

WHEREAS, the Owner desires to defer the educational facilities impact fee amount due on the Project pursuant to the Brevard County Code of Ordinances and the Interlocal Agreement between the School Board and County; and

WHEREAS, based upon the representations of the Owner, the School Board has agreed to defer the payment of educational facilities impact fees due and allow the County to defer the collection and dispersal of such fees; and

WHEREAS, the School Board and County endorse the Owner's application for deferral of educational facilities impact fees.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other goods and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Recitals.** The above recitals are hereby incorporated and made a part of this Agreement.

2. **Scope of Agreement.** The Project, consisting of 24 affordable rental units located in the City of Melbourne is subject to an assessment of educational facilities impact fees by the County on behalf of the School Board. The scope of the Agreement is limited to the provisions of the Educational Facilities Impact Fee Ordinance and Interlocal Agreement between the School Board and County. Other impact fees may be imposed on the Project by the County, City of Melbourne or other applicable agencies and such other impact fees will remain due and payable pursuant to the land development regulations of the respective agencies unless otherwise waived or deferred.

3. Educational Facilities Impact Fees.

A. **Educational Facilities Impact Fee Deferral.** The Project consisting of 24 affordable multifamily residential units, is subject to educational facilities impact fees as calculated and presented to Owner on the Board of County Commissioners Impact Fee Assessment Form B-2 for a multifamily single story structure. The educational facilities impact fees may be deferred pursuant to the provisions of this Agreement, resulting in the deferral of 100 percent of the educational facilities impact fees in the total amount of \$41,475.50 (USD) for the 24 affordable rental units. The County shall not be responsible for the collection or dispersal of these funds unless Owner violates the terms of the agreement and the deferred impact fees become due.

B. **Long-Term Affordability.** The Owner shall set aside 24 units for which the educational facilities impact fees are herein deferred for persons or households who have annual gross income at or below 80% of the Area Median Income as calculated by the U.S. Department of Housing and Urban Development for a period of sixty years as defined in the covenants of the Affordable Housing Use Restriction Agreement by and between the City of Melbourne and Owner recorded in Brevard County Official Records Book 10364, Page 713 (hereinafter referred to as "Affordability Period"). To the extent that no provisions of Fair Housing Laws are violated, the Owner shall require and ensure that residents renting a unit in the Project must not generate the need for additional capacity for Brevard County Public Schools.

C. **Sale, Conveyance/Transfer of the Project.** Owner hereby agrees to notify the School Board and County of any proposed sale or conveyance/transfer of the Property to an independent third-party not affiliated with the current Owner. The deferral of educational facilities impact fees provided herein may continue if the proposed "new owner" of the Project is a nonprofit organization or agency approved by the County and School Board and agrees to maintain all set asides and other requirements of this Agreement for the stated Deferral Period, such approval shall not be unreasonably withheld or delayed. In the event the above-stated conditions are not met, the deferral of educational facilities impact fees hereunder shall become due and payable, in full, upon such sale, conveyance or transfer of the Project.

D. **Notice of Assessment.** A Notice of Assessment setting forth the balance of educational facilities impact fees that are deferred and remain unpaid is attached hereto as **Exhibit B.** Owner agrees to execute a Notice of Assessment in the form prescribed in Exhibit B. Upon execution, the Notice of Assessment shall be recorded in the official records of Brevard County and shall constitute a lien on the Project for the balance of the educational facilities impact fee that is due under the terms and conditions of this Agreement.

E. **Event of Default.** If the Owner defaults in the performance of its obligations under this Agreement or breaches any covenant, agreement or warranty of the Owner set forth in this Agreement and such default does not violate regulatory compliance with prevailing Fair Housing Laws and remains uncured for a period of thirty (30) days after notice thereof and shall have been given by the County to the Owner (or for an extended period approved by the County

and School Board if such default stated in such notice can be corrected, but not within such thirty (30) day period, and if the Owner commences such corrective action within the thirty (30) day period, and thereafter diligently pursues the same to completion within such extended period), then the balance of the deferred educational facilities impact fee shall be due and payable by the Owner or their successor in title to the Project. The County may take any lawful action, whether for specific performance of any covenant in this Agreement or such other remedy as may be deemed most effective by the County to enforce the obligations of the Owner with respect to the Project.

F. Deferral of Collection. The School Board hereby agrees that the County's obligation to collect and disburse educational facilities impact fees to the School Board shall be deferred pursuant to the terms of this Agreement. If the Owner fulfills the requirements of this Agreement for the duration of the term hereof, upon the expiration of the term of this Agreement, the remaining balance of the deferred educational facilities impact fee shall be waived and forgiven.

4. Non-Transferability. The educational facilities impact fee deferral applies exclusively to the Project as more precisely described in Exhibit A and Exhibit B. The educational facilities impact fee deferral may not be transferred to any other property.

5. Effective Date and Duration. Within ten (10) business days after the execution of this Agreement by all parties, the County shall record this Agreement with the Brevard County Clerk of Court. The Owner shall be responsible for all costs associated with such recordation. This Agreement is not effective until it along with Exhibits are duly recorded in the Brevard County Public Records ("Effective Date"). Unless earlier terminated by either party as provided herein, this Agreement shall remain in full force and effect for a period of Ten (10) years ("Deferral Period"). The burdens of this Agreement shall run with the land and shall be binding upon, and the benefits shall inure to, the Owner, County and School Board and their respective successors and assigns during the term of this Agreement.

6. Notices. All notices, demands and correspondence required or provided under this Agreement shall be in writing and delivered in person or otherwise sent postage pre-paid via certified mail, with return receipt requested. Notice required to be given shall be addressed as follows:

If to Owner: Wings of Grace Ministries, Inc.
 Attn: Dwight W. Bell, President
 444 Grove Lane, Suite #104
 Melbourne, FL 32901

If to School Board: School Board of Brevard County
 Attn: Superintendent
 2700 Judge Fran Jamieson Way
 Viera, FL 32940

If to County: Brevard County
Attn: County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940

With a copy to: Brevard County Attorney's Office
Attn: County Attorney
2725 Judge Fran Jamieson Way
Viera, FL 32940

With a copy to: School Board of Brevard County
Attn: Facilities Services Dept.
2700 Judge Fran Jamieson Way
Viera, FL 32940

With a copy to: Brevard County Planning and Development
Attn: Department Director
2725 Judge Fran Jamieson Way
Viera, FL 32940

7. **Miscellaneous; Venue.** The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all applicable requirements of law and has full power and authority to comply with the terms and conditions of this Agreement. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Agreement for all purposes intended therein. In the event that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. The terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Agreement whether expressed or implied, is intended or shall be construed to confer upon any person other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. This Agreement may not be changed, amended or modified in any respect whatsoever except as mutually agreed in writing and duly executed by all of the parties, nor may any covenant, condition, agreement, provision, requirement, or obligation contained herein be waived except as mutually agreed in writing and duly executed by all of the parties hereof.

8. Attorneys' Fees; Hold Harmless, Indemnification. Should any litigation arise between the parties, each party shall bear its own attorneys' fees and related costs. In the event of litigation or claims against the County, School Board or Owner from third parties specifically arising from this Agreement or any covenant described therein, each Owner agrees to indemnify and hold harmless the County and School Board from any such litigation or claims; provided, however, nothing contained herein shall be deemed a waiver by the County or the School Board of their respective sovereign immunity. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or operation of law. The parties hereby acknowledge that specific consideration has been paid and other good and sufficient consideration had been received for this indemnification provision.

9. **Captions.** Headings of a particular paragraph or section of this Agreement are inserted only for convenience of reference and are in no way to be construed as part of the Agreement or as a limitation of the scope of the paragraphs or sections to which they refer.

10. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. If any party's joinder in or execution of this Agreement is deemed invalid for any particular purpose, the sections for which the joinder or execution is valid shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their corporate seals affixed as of the day and year first written above.

Signed, sealed and delivered in the presence of:

WITNESSES:

Chesko

Print Name: Carthie Breslow
2287 W East Gallie Blvd
Melbourne, FL 32935

Jennifer Straight
Print Name: Jennifer Straight
2162 Arion St
Melbourne, FL 32904

STATE OF FLORIDA)

OWNER: Wings of Grace Ministries, Inc., a
Florida non-profit corporation

Bv:

Dwight W. Bell, President

COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 26th day of SEPTEMBER, 2025 by Dwight W. Bell as President of Wings of Grace Ministries, Inc. who is personally known to me or, [] has produced valid identification in the form of _____.

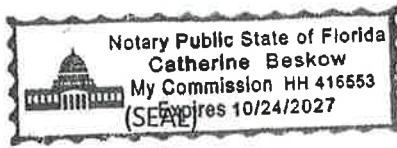
CBeskow

Notary Signature

DB
CB

Catherine Beskow

Name of Notary (typed, printed or stamped)



ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Print Name: _____

Rob Feltner, Chair
As approved by the Board on: _____

ATTEST:

Print Name: Mark J. Randall, Ed.D.

SCHOOL BOARD OF BREVARD COUNTY,
FLORIDA

Gene Trent
Gene Trent, Chair
As approved by the Board on: 9-20-2025

EXHIBIT A
LEGAL DESCRIPTION OF THE SUBJECT PROPERTY
“CAPERNAUM PLACE APARTMENTS”

Physical Address: 855 Torrence Lane, Melbourne, Florida 32935

Parcel ID#: 27-37-21-50-B-12

LEGAL DESCRIPTION BY SURVEYOR

LOTS 12 THROUGH 23, BLOCK B, PLAT OF MELBOGALLIE, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 5, PAGE 64, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
CONTAINING 1.3 ACRES, MORE OR LESS.

EXHIBIT B
NOTICE OF ASSESSMENT

NOTICE OF ASSESSMENT FOR EDUCATIONAL FACILITIES IMPACT FEES

This Notice of Assessment for Educational Facilities Impact Fees (hereinafter referred to as "Assessment"), is made and entered into by and between: Brevard County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the School Board of Brevard County, Florida, (hereinafter referred to as ("School Board") and Wings of Grace Ministries, Inc., its successors and assigns (hereinafter referred to as "Owner").

WHEREAS, Owner is in the process of developing an affordable rental housing project within Brevard County and the City of Melbourne known as "Capernaum Place Apartments", on property located at 855 Torrence Lane, Melbourne, Florida 32935 bearing Property Appraiser Parcel ID # 27-37-21-50-B-12 and whose legal description is incorporated herein as Exhibit A (hereunder referred to as "Project"); and

WHEREAS, the Project will provide affordable rental housing for very low and/or low income persons, including homeless youth aging out of or who have aged out of Foster Care that are currently attending Brevard Public Schools, have graduated, pursuing higher education or otherwise will not be generating additional capacity for Brevard Public Schools; and

WHEREAS, the Owner has applied for the deferral of the educational facilities impact fees assessed under the Brevard County Code of Ordinances based upon the Project providing affordable rental housing as described herein above; and

WHEREAS, the School Board has determined that it is in the best interest of the School Board to defer the Educational Facilities Impact Fees due on the Project in the total amount of \$41,475.50 (USD); and

WHEREAS, pursuant to the Educational Facilities Impact Fee Deferral Agreement for the Wings of Grace Ministries, Inc. Affordable Housing Project entered into by the School Board of Brevard County, Florida, County and Owner (hereinafter referred to as "Deferral Agreement"), the Owner is required to execute this Notice of Assessment for Educational Facilities Impact Fees; and

WHEREAS, the Notice of Assessment for Educational Facilities Impact Fees shall be recorded in the Official Records of Brevard County as part of the Deferral Agreement and shall constitute a lien on the property for the balance of Educational Facilities Impact Fees due under the terms of the Deferral Agreement.

NOW THEREFORE, in consideration of the mutual terms, conditions, covenants and payments hereinafter set forth, Owner agrees as follows:

1. Educational Facilities Impact Fees Deferral Amount.

A. The Owner has requested a deferral of the payment of Educational Facilities Impact Fees for the Project, and the School Board has agreed to defer payment of such Educational Facilities Impact Fees in the full amount assessed in the amount of \$41,475.50 (USD). The School Board has further agreed that the County shall not be responsible for the collection, reimbursement or disbursement of the Project's educational facilities impact fees pursuant to the terms of the Deferral Agreement.

B. Owner agrees that the unpaid balance of educational facilities impact fees shall be due and payable upon the subsequent sale of the property and/or when the property is no longer being used in accordance with the terms of the Deferral Agreement; the Owner authorizes the County to record the Notice of Assessment of Impact Fees in the official records of Brevard County. If the Owner fulfills the requirements of the Deferral Agreement at the end of Ten (10) years from the Effective Date of the Deferral Agreement, this Notice of Assessment shall be void and extinguished in full.

2. Lien on Property. Upon recordation in the official records of Brevard County, this Notice of Assessment for Educational Facilities Impact Fees shall be a lien for the balance of the Educational Facilities Impact Fees against the property. This Notice of Assessment runs with the land and creates an obligation on behalf of the Owner and is binding on the Owner, its successors and assigns. County and School Board agree to subordinate to the permanent financing lender and in the event of refinance at balloon payment, if applicable.

IN WITNESS THEREOF, Owner has executed this Notice of Assessment as of the date and year of execution below.

{SIGNATURES ON THE FOLLOWING PAGE}

Signed, sealed and delivered in the presence of:

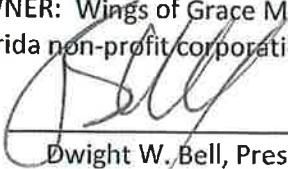
WITNESSES:

C. Beskow
Print Name: Catherine Beskow
2287 W. Eau Gallie Blvd
Melbourne, FL 32935

J. Straight
Print Name: Jennifer Straight
2162 Arizona St
Melbourne, FL 32904

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

OWNER: Wings of Grace Ministries, Inc., a
Florida non-profit corporation

By: 
Dwight W. Bell, President

The foregoing instrument was acknowledged before me this 26th day of September,
2025 by Dwight W. Bell as President of Wings of Grace Ministries, Inc. who is personally known
to me or, has produced valid identification in the form of _____.

C. Beskow
Notary Signature

Catherine Beskow
Name of Notary (typed, printed or stamped)



ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

GG
Print Name: _____

Rob Feltner, Chair
As approved by the Board on: _____

ATTEST:

Mary J. Rendell
Print Name: Mary J. Rendell, Ed.D.

SCHOOL BOARD OF BREVARD COUNTY,
FLORIDA

Gene Trent
Gene Trent, Chair
As approved by the Board on: 9-23-2025