

**FIRST AMENDMENT TO THE EAST NASSAU COMMUNITY PLANNING AREA  
PROPOSED TRANSPORTATION IMPROVEMENTS  
AND MOBILITY FEE AGREEMENT**

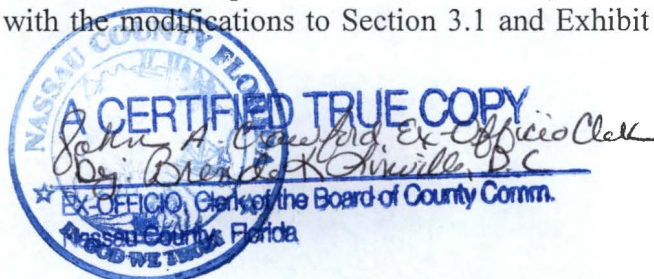
This First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement (“First Amendment”) is made and entered into by and between **NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and **TERRAPOINTE LLC**, a Delaware limited liability company (hereinafter, “TerraPointe”), **RAYONIER EAST NASSAU TIMBER PROPERTIES I, LLC**, **RAYONIER EAST NASSAU TIMBER PROPERTIES II, LLC**, **RAYONIER EAST NASSAU TIMBER PROPERTIES V, LLC**, **RAYONIER EAST NASSAU TIMBER PROPERTIES VI, LLC**, **RAYONIER EAST NASSAU TIMBER PROPERTIES VII, LLC**, which are wholly-owned subsidiaries of **TERRAPOINTE LLC**, and **RAYONIER EAST NASSAU TIMBER PROPERTIES III, LLC**, and **RAYONIER EAST NASSAU TIMBER PROPERTIES IV, LLC**, which are wholly-owned subsidiaries of **RAYONIER TIMBER COMPANY NO. 1, INC.**, and **RAYONIER TIMBER COMPANY NO. 1, INC.**, all of which are Delaware limited liability companies or corporations (hereinafter collectively referred to as “Other Landowners”), all as of the 20<sup>th</sup> day of July, 2015.

**RECITATION OF FACTS**

A. **WHEREAS**, the County, TerraPointe and Other Landowners entered into that certain East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated June 24, 2013, and recorded at Official Records Book 1866, Page 1416, of the public records of Nassau County, Florida (the “Agreement”) to provide for the ENCPA Mobility Network and Mobility Fee; and

B. **WHEREAS**, pursuant to Sections 3.1, 7.11 and 7.13 of the Agreement, the County, TerraPointe, and the Other Landowners desire to enter into this First Amendment to carry out the intent of the Agreement and for the following reasons:

- Amend Section 3.1 of the Agreement to reflect the updated ENCPA Mobility Network projected costs and to update certain ENCPA Mobility Network roadway names; and
- Amend Exhibit “A” to the Agreement to reflect the revised ENCPA Mobility Network, which includes the relocation of the North-South Regional Center Arterial road (f/k/a Employment Center North-South Road) and DSAP Western Loop Collector road (f/k/a Employment Center Collector Roads); and
- Amend Exhibit “C”, Transportation Impact Analysis (TIA) Methodology, to the Agreement to reflect the updated ENCPA Mobility Network roadway/segment links consistent with the modifications to Section 3.1 and Exhibit “A” of the Agreement and



update the TIA Methodology consistent with the East Nassau Employment Center DSAP DO Transportation Analysis with regard to internal trip capture and transit;

- Amend Section 1.2(p) of the Agreement to add Rayonier Timber Company No. 1, Inc. as an owner of property within the ENCPA Property;
- Amend Section 7.1 of the Agreement to update notice contacts; and
- To bind the County, TerraPointe, the Other Landowners, and their successors and assigns; and

C. **WHEREAS**, a PDP application for the Employment Center DSAP Market Street PDP, including the required TIA (the “Market Street PDP”), as well as companion modifications to the East Nassau Employment Center DSAP and DSAP DO, the ENCPA Master Land Use Plan and the PD-ENCPA graphic illustration (collectively, the “Companion Modifications”) are being processed in conjunction with this First Amendment; and

D. **WHEREAS**, this First Amendment is consistent with the County 2030 Comprehensive Plan, the Companion Modifications, the Market Street PDP and County Ordinance Code Chapter 29, Article VII (adopted under Ordinance 2013-10 (a/k/a the ENCPA Mobility Revenue Allocation Subsidy Ordinance)); and

E. **WHEREAS**, the County, TerraPointe and the Other Landowners acknowledge that no change to the ENCPA Mobility Fee Schedule (Exhibit “B” to the Agreement) is required in conjunction with this First Amendment and that a review of the applicable data at the appropriate time will be undertaken as set forth in Section 3.2(d) of the Agreement; and

F. **WHEREAS**, the required public hearings before the Board of County Commissioners was held, with proper notice provided pursuant to Chapter 163, Florida Statutes; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth, together with other good and valuable consideration, the County, TerraPointe, and the Other Landowners agree to the terms of this First Amendment as follows:

### **AGREEMENT OF THE PARTIES**

1. **Recitals**. The matters set forth in the Recitation of Facts paragraphs of this First Amendment are true and correct as of the date hereof and are incorporated herein by reference.

2. **Definitions**. Unless otherwise defined, all capitalized terms used herein shall have the meanings as set forth in the Agreement.

3. **Agreement Amendments**. The Agreement is hereby amended as follows:

- (a) Exhibit “A” to the Agreement is hereby deleted and replaced with Exhibit “A” attached to this First Amendment.
- (b) Exhibit “C” to the Agreement is hereby amended as shown in strike-through and underline in the attached Exhibit “C” and replaced with Exhibit “C” attached to this First Amendment.
- (c) Section 3.1 of the Agreement is hereby amended as shown in strike-through and underlined and replaced with the following:

### 3.1 ENCPA Mobility Network.

The following improvements (followed by the projected cost of each) will serve the ENCPA, are further depicted and described in Exhibits A and C to this Agreement, and comprise the ENCPA Mobility Network. The parties agree that these improvements do not include improvements which are internal to a residential subdivision (such as subdivision streets) or non-residential development (such as driveways) or which are related to a subdivision or development entrance or exit (such as turn lanes, acceleration/deceleration lanes, and entrance signalization) to an ENCPA Mobility Network improvement.

- (1) CR 108 Extension - \$25,097,242.00
- (2) New I-95 Interchange - \$23,725,000.00
- (3) Interchange Road - \$22,890,267.00
- (4) US 17 Widening - \$7,216,927.00
- (5) ~~Employment Center (north/south road)~~ North-South Regional Center Arterial - \$34,855,360.00
- (6) ~~Employment Center (Collector Roads)~~ DSAP Western Loop Collector - ~~\$8,061,994.00~~ \$12,969,642.00
- (7) Traffic Signals at major intersections - \$2,800,000.00
- (8) SR A1A Intersection left turn lane improvements (included with Traffic Signals at major intersections)
- (9) I-95/SR A1A Interchange Improvements - \$700,000.00
- (10) SR A1A and William Burgess Boulevard Intersection Improvements - \$500,000
- (11) Internal trails are included in the Mobility Network but are not shown on Exhibit "A" - \$8,166,050.00

**Total Cost of ENCPA Mobility Network -**  
~~**\$134,012,840.00**~~ **\$138,920,488.00**

Collectively, these improvements are referred to as the "ENCPA Mobility Network" and are depicted in Exhibit "A" to this Agreement. The list of improvements in the ENCPA Mobility Network may be amended by an amendment of this Agreement pursuant to Section 7.11 herein or by the operation of Section 3.2(c) herein.

- (d) Section 1.2(p) of the Agreement is hereby amended as shown in strike-through and underlined and replaced with the following:
  - (p) **"Other Landowners"** shall mean the following: Rayonier East Nassau Timber Properties I, LLC, Rayonier East Nassau Timber Properties II, LLC, Rayonier East Nassau Timber Properties V, LLC, Rayonier East Nassau Timber Properties VI, LLC, Rayonier East Nassau Timber Properties VII, LLC, all of wholly-owned subsidiaries of Terrapointe, and

Rayonier East Nassau Timber Properties III, LLC, and Rayonier East Nassau Timber Properties IV, LLC, which are Delaware limited liability companies, which are wholly-owned subsidiaries of ~~Timberlands Holding Company No. 1, Inc.~~ Rayonier Timber Company No.1, Inc., and Rayonier Timber Company No. 1, Inc., owners of properties within the ENCPA Property.

- (e) Section 7.1 of the Agreement is hereby amended as shown in strike-through and underlined and replaced with the following:

7.1 Notices, Demands and Communications Between the Parties.

Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

Nassau County Growth Management Dept.  
96161 Nassau Place  
Yulee, Florida 32097  
Attn: Growth Management Director

With a copy to:

County Manager  
96135 Nassau Place, Suite 1  
Yulee, FL 32097

With a copy to:

County Attorney  
Nassau County  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
Attention: ~~David Hallman, Esq.~~ Michael S. Mullin, Esq.

Notices, demands and communications to TerraPointe and Other Landowners:

TerraPointe LLC  
~~1301 Riverplace Blvd., Suite 2300~~  
~~Jacksonville, FL 32207~~  
225 Water Street, Suite 1400  
Jacksonville, Florida 32204  
Attention: President, TerraPointe Services Inc.

TerraPointe LLC  
~~1301 Riverplace Blvd., Suite 2300~~  
~~Jacksonville, FL 32207~~  
225 Water Street, Suite 1400  
Jacksonville, Florida 32204  
Attention: ~~Michael R. Herman~~ Mark Bridwell, Esq.  
General Counsel, Rayonier Inc.

TerraPointe LLC  
1901 Island Walkway  
Fernandina Beach, Florida 32034  
Attention: Dan Camp

With copies to:

TerraPointe LLC  
1901 Island Walkway  
Fernandina Beach, Florida 32034  
Attention: ~~Tracy K. Arthur, Esq.~~ Mark Bridwell, Esq.

~~Michael Mullin, Esquire~~  
~~Rogers Towers, P.A.~~  
~~960185 Gateway Blvd., Suite 203~~  
~~Amelia Island, Florida 32034~~

And

~~T. R. Hainline, Jr., Esquire~~  
~~Rogers Towers, P.A.~~  
~~1301 Riverplace Boulevard, Suite 1500~~  
~~Jacksonville, Florida 32207~~  
Gunster  
225 Water Street, Suite 1750  
Jacksonville, Florida 32202  
Attention: Staci M. Rewis, Esq.

Notices given as provided above shall be deemed given and shall be effective when delivered to the addressee at the address set forth above, or when deposited in the United States Mail, postage prepaid. Either party may change its address to notices, demands and communications shall be sent by giving written notice thereof to the other party.

4. Effective Date. This First Amendment shall be effective upon recordation in the public records of Nassau County, Florida.

5. Agreement. Except as specifically amended by this First Amendment, the Agreement remains in full force and effect.

6. Counterparts. This First Amendment may be signed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

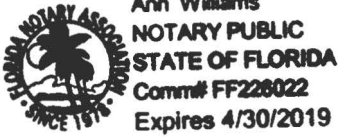
**[The remainder of this page intentionally deleted].**

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates written below their respective names.

|   |  |
|---|--|
| <p>Signed, Sealed and Delivered in the Presence Of:</p> <p><u>Tracie D. Lamb</u><br/> Print Name: <u>Tracie D. Lamb</u></p> <p><u>Elynda S. Swiderski</u><br/> Print Name: <u>Elynda S. Swiderski</u></p> | <p><b>TERRAPOINTE LLC</b></p> <p>By: <u>Mark R. Bridwell</u><br/> Name: Mark R. Bridwell<br/> Title: Vice President</p> <p>Attest: <u>Laura Davis</u><br/> Laura Davis<br/> Title: Assistant Secretary</p> <p>Date: <u>July 13, 2015</u></p> |
|---|--|

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2015, by Mark R. Bridwell, a Vice President of TerraPointe LLC a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Ann Williams  
Notary Public, State of Florida  
Name: Ann Williams

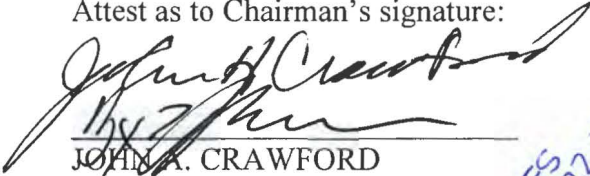
My Commission Expires 4/30/2019  
My Commission Number is: FF 226022

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



Its: Chairman

Attest as to Chairman's signature:

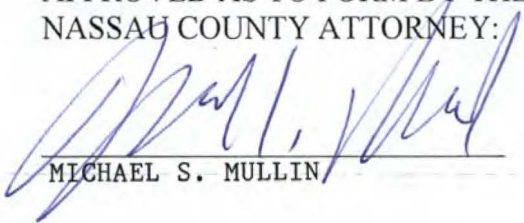


JOHN A. CRAWFORD

Its: Ex-Officio Clerk

MES  
07-22-15

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 20th day of July,  
2015, by Pat Edwards, the Chairman of the Board of County Commissioners of  
Nassau County, on behalf of the County, who is personally known to me or who has produced  
identification and who has taken an oath.



Notary Public, State of Florida

Name: Joyce T. Bradley



**JOYCE T. BRADLEY**  
Notary Public, State of Florida  
My Comm. Expires Dec. 23, 2017  
Commission No. FF 75458

My Commission Expires 12/23/2017

My Commission Number is: FF75458

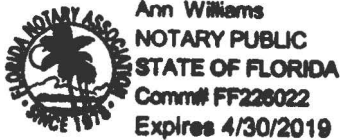


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|---|--|
| <p>Signed, Sealed and Delivered in the Presence Of:</p> <p><u>Tracie D. Lamb</u><br/> Print Name: <u>Tracie D. Lamb</u></p> <p><u>Elynda S. Swiderski</u><br/> Print Name: <u>Elynda S. Swiderski</u></p> | <p><b>RAYONIER EAST NASSAU TIMBER PROPERTIES I, LLC, a Delaware limited liability company</b><br/> <b>By its Managing Member</b><br/> <b>TERRAPOINTE LLC</b></p> <p>By: <u>Mark R. Bridwell</u><br/> Name: Mark R. Bridwell<br/> As Its: Vice President</p> <p>Attest: <u>Laura Davis</u><br/> Laura Davis<br/> Title: Assistant Secretary</p> <p>Date: <u>July 13, 2015</u></p> |
|---|--|

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2015, by Mark R. Bridwell, a Vice President of TerraPointe LLC, the managing member of Rayonier East Nassau Timber Properties I, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Ann Williams  
Notary Public, State of Florida  
Name: Ann Williams

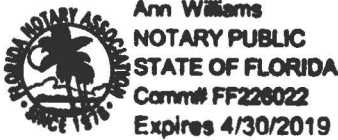
My Commission Expires 4/30/2019  
My Commission Number is: FF226022

|   |   |
|---|---|
| Signed, Sealed and Delivered in the Presence Of:                  | <b>RAYONIER EAST NASSAU TIMBER PROPERTIES II, LLC, a Delaware limited liability company</b> |
| <u>Tracie D. Lamb</u><br>Print Name: <u>Tracie D. Lamb</u>        | <b>By its Managing Member</b>   |
| <u>Elynda Swiderski</u><br>Print Name: <u>Elynda S. Swiderski</u> | <b>TERRAPOINTE LLC</b>  |
|   | By: <u>Mark R. Bridwell</u>   |
|   | Name: Mark R. Bridwell  |
|   | As Its: Vice President  |
|   | Attest: <u>Laura Davis</u>  |
|   | Laura Davis   |
|   | Title: Assistant Secretary  |
|   | Date: <u>July 13, 2015</u>  |

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2015, by Mark R. Bridwell, a Vice President of TerraPointe LLC, the managing member of Rayonier East Nassau Timber Properties II, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Ann Williams  
 Notary Public, State of Florida  
 Name: Ann Williams  
 My Commission Expires 4/30/2019  
 My Commission Number is: FF226022

Signed, Sealed and Delivered in the Presence Of:

**RAYONIER EAST NASSAU TIMBER PROPERTIES III, LLC, a Delaware limited liability company**  
**By its Managing Member**  
**RAYONIER TIMBER COMPANY NO. 1, INC.**

*Tracie D. Lamb*

Print Name: Tracie D. Lamb

*Mark R. Bridwell*

Print Name: Mark R. Bridwell

By: *Douglas M Long*

Name: Douglas M. Long

As Its: Vice President

Attest: *Laura Davis*

Laura Davis

Title: Assistant Secretary

Date: *July 15, 2015*

STATE OF FLORIDA *Washington*

COUNTY OF ~~DUVAL~~ *Grays Harbor*

The foregoing instrument was acknowledged before me this *15th* day of *July*, 2015, by Douglas M. Long, a Vice President of Rayonier Timber Company No. 1, Inc., the managing member of Rayonier East Nassau Timber Properties III, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.




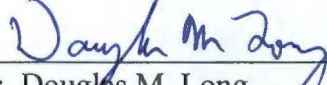
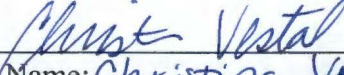
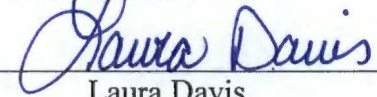
*Helen Laura Olsen*

Notary Public, State of ~~Florida~~ *Washington*

Name: *Helen Laura Olsen*

My Commission Expires *February 9, 2018*

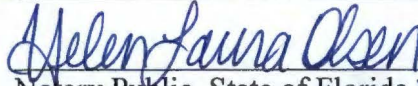
My Commission Number is: *N/A*

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| Signed, Sealed and Delivered in the Presence Of:   | <b>RAYONIER EAST NASSAU TIMBER PROPERTIES IV, LLC, a Delaware limited liability company</b><br><b>By its Managing Member</b><br><b>RAYONIER TIMBER COMPANY NO. 1, INC.</b> |
| <br>Print Name: <u>Mark R. Bridwell</u> | By: <br>Name: Douglas M. Long<br>As Its: Vice President                                  |
| <br>Print Name: <u>Christina Vestal</u> | Attest: <br>Laura Davis<br>Title: Assistant Secretary                                    |
|  | Date: <u>July 15, 2015</u>   |

STATE OF ~~FLORIDA~~ Washington  
COUNTY OF ~~DUVAL~~ Grays Harbor

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2015, by Douglas M. Long, a Vice President of Rayonier Timber Company No. 1, Inc., the managing member of Rayonier East Nassau Timber Properties IV, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.



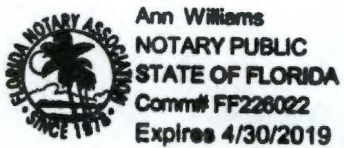
  
Notary Public, State of ~~Florida~~ Washington  
Name: Helen Laura Olsen

My Commission Expires February 9, 2018  
My Commission Number is: N/A

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|---|---|
| Signed, Sealed and Delivered in the Presence Of:                  | <b>RAYONIER EAST NASSAU TIMBER PROPERTIES V, LLC, a Delaware limited liability company</b><br><b>By its Managing Member</b><br><b>TERRAPOINTE LLC</b> |
| <u>Tracie D. Lamb</u><br>Print Name: <u>Tracie D. Lamb</u>        | By: <u>Mark R. Bridwell</u>   |
| <u>Elynda Swiderski</u><br>Print Name: <u>Elynda S. Swiderski</u> | Name: Mark R. Bridwell<br>As Its: Vice President  |
|   | Attest: <u>Laura Davis</u>  |
|   | Laura Davis<br>Title: Assistant Secretary   |
|   | Date: <u>July 13, 2015</u>  |

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2015, by Mark R. Bridwell, a Vice President of TerraPointe LLC the managing member of Rayonier East Nassau Timber Properties V, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.



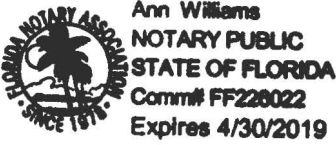
Ann Williams  
Notary Public, State of Florida  
Name: Ann Williams  
My Commission Expires 4/30/2019  
My Commission Number is: FF226022

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| Signed, Sealed and Delivered in the Presence Of:                     | <b>RAYONIER EAST NASSAU TIMBER PROPERTIES VI, LLC, a Delaware limited liability company</b><br><b>By its Managing Member</b><br><b>TERRAPOINTE LLC</b> |
| <u>Tracie D. Lamb</u><br>Print Name: <u>Tracie D. Lamb</u>           | By: <u>Mark R. Bridwell</u><br>Name: Mark R. Bridwell<br>As Its: Vice President  |
| <u>Elynda S. Swiderski</u><br>Print Name: <u>Elynda S. Swiderski</u> | Attest: <u>Laura Davis</u><br>Laura Davis<br>Title: Assistant Secretary  |
|  | Date: <u>July 13, 2015</u>   |

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2015, by Mark R. Bridwell, a Vice President of TerraPointe LLC the managing member of Rayonier East Nassau Timber Properties VI, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Ann Williams  
Notary Public, State of Florida  
Name: Ann Williams  
My Commission Expires 4/30/2019  
My Commission Number is: FF226022

|   |  |
|---|--|
| <p>Signed, Sealed and Delivered in the Presence Of:</p> <p><u>Tracie D. Lamb</u><br/> Print Name: <u>Tracie D. Lamb</u></p> <p><u>Elynda S. Swiderski</u><br/> Print Name: <u>Elynda S. Swiderski</u></p> | <p><b>RAYONIER EAST NASSAU TIMBER PROPERTIES VII, LLC, a Delaware limited liability company</b><br/> <b>By its Managing Member</b><br/> <b>TERRAPOINTE LLC</b></p> <p>By: <u>Mark R. Bridwell</u><br/> Name: Mark R. Bridwell<br/> As Its: Vice President</p> <p>Attest: <u>Laura Davis</u><br/> Laura Davis<br/> Title: Assistant Secretary</p> <p>Date: <u>July 13, 2015</u></p> |
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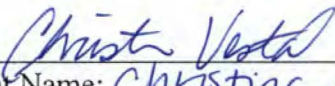
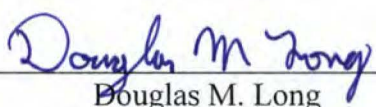
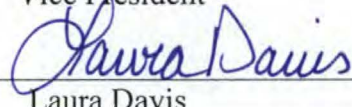
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2015, by Mark R. Bridwell, a Vice President of TerraPointe LLC the managing member of Rayonier East Nassau Timber Properties VII, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Ann Williams  
Notary Public, State of Florida  
Name: Ann Williams

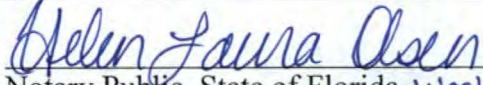
My Commission Expires 4/30/2019  
My Commission Number is: FF226022

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| Signed, Sealed and Delivered in the Presence Of:<br><br><br>Print Name: <u>Mark R. Bridwell</u><br><br><br>Print Name: <u>Christina Vestal</u> | <b>RAYONIER TIMBER COMPANY NO. 1, INC.</b><br><br>By: <br>Name: <u>Douglas M. Long</u><br>As Its: <u>Vice President</u><br><br>Attest: <br><u>Laura Davis</u><br>Title: <u>Assistant Secretary</u><br><br>Date: <u>July 15, 2015</u> |
|--|--|

STATE OF ~~FLORIDA~~ Washington  
 COUNTY OF ~~DUVAL~~ Grays Harbor

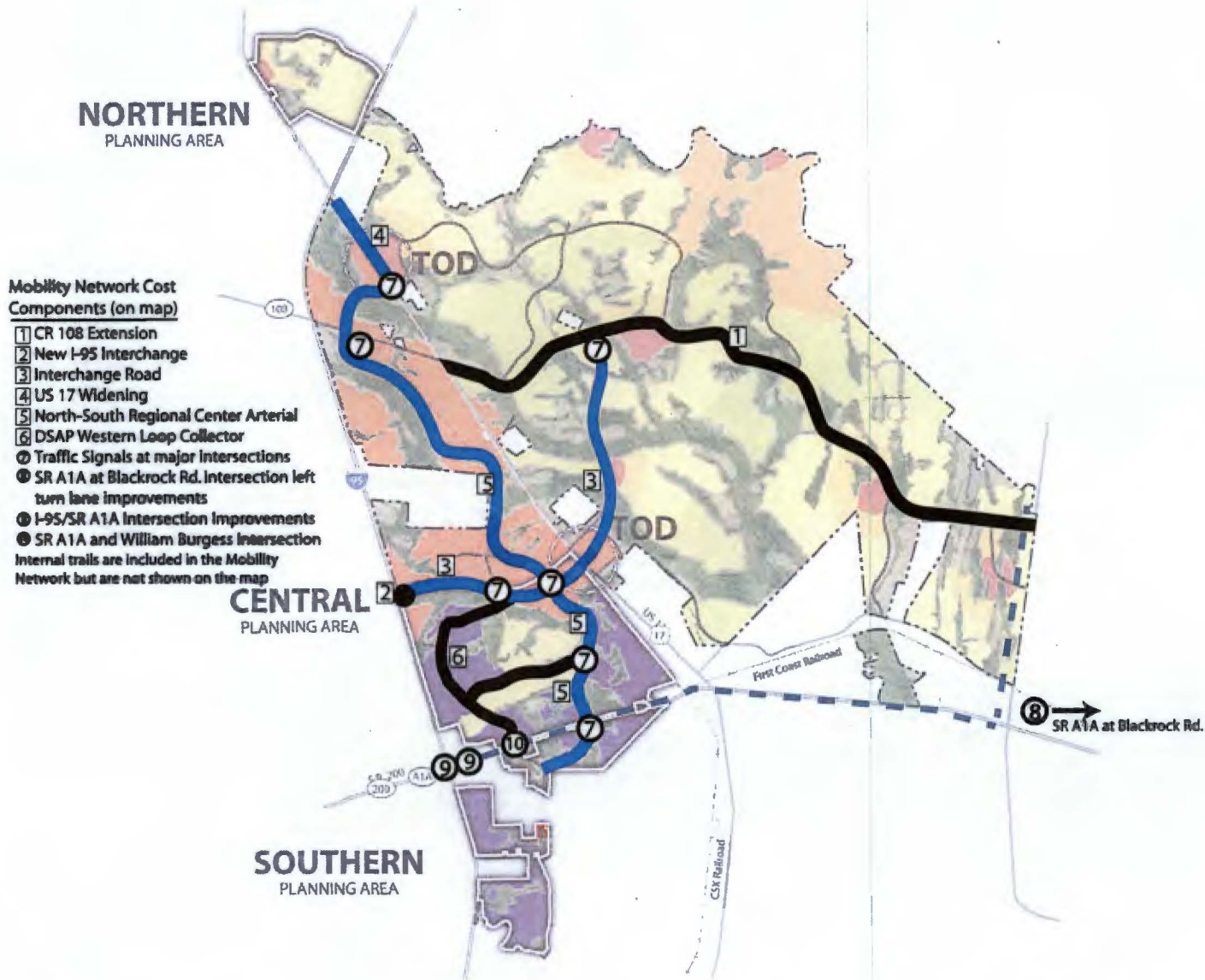
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2015, by Douglas M. Long, a Vice President of Rayonier Timber Company No. 1, Inc., a Delaware Corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



  
 Notary Public, State of ~~Florida~~ Washington  
 Name: Helen Laura Olsen  
  
 My Commission Expires February 9, 2018  
 My Commission Number is: N/A



# EXHIBIT "A"



### Mobility Network Cost Components (on map)

- 1 CR 108 Extension
  - 2 New I-95 Interchange
  - 3 Interchange Road
  - 4 US 17 Widening
  - 5 North-South Regional Center Arterial
  - 6 DSAP Western Loop Collector
  - 7 Traffic Signals at major intersections
  - 8 SR A1A at Blackrock Rd. intersection left turn lane improvements
  - 9 I-95/SR A1A Intersection Improvements
  - 10 SR A1A and William Burgess Intersection
- Internal trails are included in the Mobility Network but are not shown on the map

### Improvements

- 4-Lanes
- 2-Lanes w/ Turn Lanes at Major Intersections
- Committed Funding Roadway
- Interchange
- Traffic Signal

### Notes

1. All 4-lane roadways are assumed to be implemented in phases, with 2 lanes constructed internally.
2. The cross-sections for all the Mobility Network roadways also include 10' multi-use trails.
3. In addition to the roadways shown, the Mobility Network includes 50 miles of separate multi-use trails.
4. Roadways shown in dashed lines have committed funding through FDOT for additional lanes. These roadways are not included in the costs for the recommended mobility plan.



PROJECT NUMBER: 62636.01  
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## ENCPA Recommended Mobility Network

NASSAU COUNTY, FLORIDA

DATE: March 14, 2015

## Exhibit "C"

### Transportation Impact Analysis (TIA) Methodology

The following Exhibit summarizes the recommended methodology for completing Transportation Impact Analyses (TIAs) associated with Preliminary Development Plans (PDPs). The purpose of the TIA is to identify the short-term impacts associated with the incremental development of the East Nassau Community Planning Area (ENCPA) and the associated DSAPs. The results of the TIA are intended to identify needed transportation improvements and prioritize the use of mobility fee funds toward those improvements, consistent with the provisions of the applicable DSAP Development Order.

#### Analysis Area

The analysis area is defined as follows:

- For PDPs generating fewer than 500 daily trips - adjacent access points and nearest intersection included in the Mobility Network
- For PDPs generating between 500 and 1,000 daily trips - 1/2 mile radius from the project site
- For PDPs generating more than 1,000 daily trips - one mile radius from the project site

Within the ENCPA, the analysis includes all roadway segments included as part of the Mobility Network as well as major intersections. Site access points are also included in the analysis. Outside the ENCPA, the analysis should include all arterial and collector roadways within the required radius. Roadway segments and intersections outside the ENCPA are included in the analysis to identify potential mitigating improvements included in the ENCPA Mobility Network — for example, parallel roadway corridors or internal roadway connections. The list of ENCPA Mobility Network improvements is included at the end of this document.

#### Analysis Timeframe

An existing conditions analysis should be performed using the most recent available roadway counts. If no roadway counts are available from the past twelve (12) months, then the latest available roadway counts should be used and adjusted to the existing year using the model growth rates in this methodology document.

The analysis year shall be defined as the buildout year for the proposed PDP. The buildout year consistent with that used in the Future Conditions Analysis and should be reasonably achievable.

For roadway segments, the analysis should address daily conditions. For intersections, the analysis should address AM peak and PM peak conditions. Intersections should be analyzed using either the latest version of Highway Capacity Software (HCS) or Synchro.

### **Trip Generation**

Trip generation calculations should use rates and equations from the current edition of the Institute of Transportation Engineers' Trip Generation. For land uses where ITE data may not represent local conditions, a trip generation study may replace published rates. The methodology for trip generation studies should follow the ITE Trip Generation Handbook, and a minimum of three sites should be surveyed. Reductions for internal capture, pass-by capture, or transit ~~should not~~ shall be applied to the trip generation for individual PDPs and have no impact on the Mobility Fee to be assessed to land uses included in the Individual PDPs (per unit in the case of residential land uses and per square foot in the case of non-residential developments), as these reductions have already been factored into the overall calculation of transportation impacts and fees for the ENCPA. ~~However, reductions for pass-by trips for retail uses may be applied.~~

### **Trip Distribution**

The distribution of trips associated with the PDP should be estimated using the most current adopted version of the Northeast Florida Regional Planning Model (NERPM). For smaller PDPs generating fewer than 1,000 daily trips, the traffic distribution may be estimated based on existing traffic patterns. The model should be updated to reflect the transportation network and land use assumptions as follows:

- Transportation Network Assumptions - The transportation network should include existing arterial and collector roadways. Future facilities to be included in the analysis should be limited to roadway segments with committed construction funding within the next five (5) years. For analysis purposes, roadway segments with existing backlogs (based on actual traffic levels) shall be assumed to include necessary improvements to address the backlog.
- Land Use Assumptions - The land use data for the NERPM model should be developed through interpolation between the base and forecast years. Within the ENCPA, background development should be limited to the existing development at the time of the application, plus any other parcels with approved TIAs.

### **Trips from Other Approved ENCPA Development**

Project trips from nearby approved PDPs within the analysis area should be added to the future background traffic volumes in determining the total build condition traffic volumes. The trips associated with these PDPs should be obtained from the associated TIA.

### **Future Conditions Analysis**

The future conditions analysis should address operating conditions for roadway segments and

intersections within the analysis area for the PDP. The future conditions analysis year shall be the proposed buildout year for the PDP. The analysis should identify whether roadway segments and intersections will operate at the County's adopted Level of Service standard with the addition of traffic from the PDP. For intersections, the Level of Service standard shall be assumed to be the same as that of the adjacent roadway segments. Annual growth rates to be used for area roadway segment volumes and intersection volumes are found in the table below on the following page. The values are based on the ENCPA Mobility Analysis included with the Employment Center DSAP application. For any roadways not in the table, the growth rate for the nearest similar facility should be applied.

**Summary of Annual Background Growth Rates**

| Roadway                     | From/To                                      | Growth Rate |
|-----------------------------|--|-------------|
| I-95                        | Duval County Line to SR 200/A1A              | 2.94%       |
|                             | SR 200/A1A to E-W Interchange Rd.            | 3.12%       |
|                             | E-W Interchange Rd. to US 17                 | 3.12%       |
|                             | US 17 to GA State Line                       | 2.39%       |
| SR 200/A1A                  | Griffen Rd. to I-95                          | 6.39%       |
|                             | I-95 to Old Yulee Rd.                        | 4.25%       |
|                             | Old Yulee Rd. to US 17                       | 4.09%       |
|                             | US 17 to Chester Rd.                         | 2.00%       |
|                             | Chester Rd. to Blackrock Rd.                 | 2.00%       |
|                             | Old Nassauville Rd. to Amelia Island Parkway | 2.00%       |
| CR 200A/Pages Dairy Rd.     | US 17 to Chester Rd.                         | 4.78%       |
| CR 107N/Blackrock Rd.       | Chester Rd. to SR 200/A1A                    | 2.00%       |
| CR 107S/Old Nassauville Rd. | SR 200/A1A to Amelia Concourse               | 2.00%       |
|                             | Amelia Concourse to Santa Juana Rd.          | 2.00%       |
| Chester Rd.                 | SR 200/A1A to Pages Dairy Rd.                | 2.00%       |
|                             | Pages Dairy Rd. to CR 108 Extension          | 2.00%       |
|                             | CR 108 Extension to Blackrock Rd.            | 2.00%       |
| US 17                       | Duval County Line to Harts Rd.               | 3.67%       |
|                             | Sowell Rd. to SR 200/A1A                     | 2.00%       |
|                             | SR 200/A1A to Pages Dairy Rd.                | 2.00%       |
|                             | Pages Dairy Rd. to Interchange Rd.           | 2.00%       |
|                             | Interchange Rd. to CR 108                    | 2.00%       |
|                             | CR 108 to I-95                               | 2.00%       |
|                             | 1-95 to GA State Line                        | 3.36%       |
| I-95/SR A1A Interchange     | NB I-95 to SR A1A Off-ramp                   | 5.44%       |
|                             | SR A1A to NB I-95 On-ramp                    | 6.62%       |
|                             | SB I-95 to SR A1A Off-ramp                   | 7.79%       |
|                             | SR A1A to SB I-95 On-ramp                    | 5.42%       |
| I-95/US 17 Interchange      | NB I-95 to US 17 Off-ramp                    | 7.74%       |
|                             | US 17 to NB I-95 On-ramp                     | 2.00%       |
|                             | SB I-95 to US 17 Off-ramp                    | 2.00%       |
|                             | US 17 to SB 1-95 On-ramp                     | 7.91%       |

### **Access Points**

An intersection analysis shall be completed for all site access points (roadways or driveways) to adjacent roadways. An intersection analysis should also be completed for the nearest intersection where the site access connects to the ENCPA Mobility Network,

### **Recommended Improvements**

The results of the TIA will be used to identify transportation improvements necessary to serve development in the associated PDP, consistent with the provisions of the applicable DSAP Development Order. Transportation improvements required in this process will be limited to roadway segments and intersections included in the ENCPA Mobility Network and applicable DSAP but may include improvements outside the analysis area. A PDP applicant may propose in its TIA to address transportation impacts by means of transportation or mobility improvements other than those in the ENCPA Mobility Network. Improvements identified or proposed in the TIA may be completed in phases—for example, the first two lanes of a four-lane roadway, or a portion of a roadway segment needed to provide site access. Also, such phasing may be tied to monitoring and/or development levels. Practical transportation improvements are encouraged, so as to maximize the efficiency of available infrastructure and minimize upfront infrastructure costs ahead of actual demand.

Attachment \_\_\_\_

Transportation Improvements Included in ENCPA Mobility Network

| Roadway/Segment   | Improvement   |
|---|---|
| <b>CR 108 Extension</b><br>US 17 to Interchange Rd<br>Interchange Rd to Resort Area<br>Resort Area to Chester Rd  | New 2-lane road<br>New 2-lane road<br>New 2-lane road                       |
| <b>Interchange Road</b><br>Interstate 95 to N-S Regional Center Arterial <u>DSAP Western Loop</u><br><u>Collector</u><br><u>DSAP Western Loop Collector to N-S Regional Center Arterial</u><br><u>East Frontage Rd</u> <u>N-S Regional Center Arterial</u><br>to US 17<br>US 17 to CR 108 | New 4-lane road<br>New 4-lane road<br>New 4-lane road<br>New 4-lane road    |
| <b>Interchange Road at I-95</b>   | New Interchange   |
| <b>Employment Center Collector Roads</b> <u>DSAP Western Loop Collector</u>   | New 2-lane road   |
| <b>N-S Regional Center Arterial</b><br>US 17 to CR 108<br>CR 108 to Interchange Road<br>Interchange Road to SR 200/A1A  | New 4-lane road<br>New 4-lane road<br>New 4-lane road                       |
| <b>US 17</b><br>N-S Regional Center Arterial to I-95  | Widen to 4 lanes  |
| <b>Traffic Signals</b><br>(at 8 new major intersections)  | Install new signal  |
| <b>SR A1A / I-95 Interchange Improvements</b><br>Dual westbound left turn lanes onto southbound ramp<br>Dual southbound left turn lanes off southbound ramp<br>Dual northbound right turn lanes off northbound ramp   | Interchange improvements<br>New turn lane<br>New turn lane<br>New turn lane |
| <b>SR A1A Intersection Improvements</b><br>(cost included with Traffic Signals at major intersections)<br>Dual left turn lanes at SR A1A/Chester Rd<br>Dual left turn lanes at SR A1A/Blackrock Rd  | Dual left turn lanes at Blackrock Rd<br>New turn lane<br>New turn lane      |
| <b>Internal multi-use trail system (off-street)</b>   |   |
| <b>SR A1A/William Burgess Blvd Intersection Improvements</b>  | Intersection improvements   |