

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

This Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement (“Second 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 **RAYDIENT LLC, d/b/a RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company (hereinafter, “Raydient”) and **WILDLIGHT LLC**, a Delaware limited liability company (hereinafter “Wildlight”), **RAYONIER FOREST RESOURCES, LP**, a Delaware limited partnership and **RAYONIER OPERATING COMPANY LLC**, a Delaware limited liability company (hereinafter collectively referred to as “Other Landowners”), all as of the 25th day of October, 2021.

RECITATION OF FACTS

A. **WHEREAS**, the County, Raydient (as a successor by merger and name change) 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, as amended by the First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement recorded at Official Records Book 1993, Page 22 of the public records of Nassau County, Florida (collectively the “Agreement”) to provide for the ENCPA Mobility Network and Mobility Fee; and

B. **WHEREAS**, pursuant to Sections 3.2(d), 7.11 and 7.13 of the Agreement, the County, Raydient, and Other Landowners desire to enter into this Second Amendment to carry out the intent of the Agreement and for the following reasons:

- Amend Exhibit “A” to the Agreement to reflect the updated ENCPA Mobility Fee Network consistent with the recent five year coordinated review;
- Amend Exhibit “B” to the Agreement to reflect the updated ENCPA Mobility Fee Schedule consistent with the recent five year coordinated review;
- Amend Exhibit “C” to the Agreement to reflect the updated ENCPA Mobility Network roadway/segment links consistent with the recent five year coordinated review;
- Amend Section 1.2(p) of the Agreement to update the definition of the Other Landowners;
- Amend Section 1.2(s) of the Agreement to reflect the TerraPointe LLC name change and merger to Raydient;
- Amend Section 3.1 of the Agreement to update the ENCPA Mobility Network consistent with the recent five year coordinated review;

- Amend Section 3.2(b) of the Agreement to allow for annual increases due to inflation notwithstanding Section 163.31801(6), Florida Statutes, which provides limitations of increases of impact fees;
- Amend Section 3.2(d) of the Agreement to clarify the timing for the five year coordinated review;
- Amend Section 3.7 of the Agreement to provide clarity and Mobility Fee Land Use Comparators;
- Amend Section 7.1 of the Agreement to update notice contacts; and
- To bind the County, Raydient, the Other Landowners, and their successors and assigns; and

C. **WHEREAS**, the five year coordinated review as provided for in Section 3.2(d) of the Agreement has been completed and as a result of this review the County, Raydient and Other Landowners jointly agree that an amendment to the Agreement is necessary in order to achieve the intent of the Agreement;

D. **WHEREAS**, the County, Raydient and Other Landowners agree that extraordinary circumstances exist as set forth in Ordinance 2021-17, amending the ENCPA Mobility Revenue Allocation Subsidy Ordinance, as previously amended, to justify the increases in the Mobility Fee as a result of the five year coordinated review and the updated Mobility Fee has been updated consistent with the requirements in Section 163.31801, Florida Statutes; and

E. **WHEREAS**, this Second Amendment is consistent with the County 2030 Comprehensive Plan and County Ordinance Code Chapter 29, Article VII (adopted under Ordinance 2013-10, as amended, (a/k/a the ENCPA Mobility Revenue Allocation Subsidy Ordinance)); and

F. **WHEREAS**, pursuant to a merger and name change, TerraPointe LLC changed its name to Raydient LLC, dba Raydient Places + Properties LLC, and Raydient is a party to the Agreement by virtue of this merger and name change; and

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

H. **WHEREAS**, the updated Mobility Fees set forth in the ENCPA Mobility Fee Schedule (Exhibit "B" to the Agreement), as proposed to be modified by this Second Amendment, shall go into effect and be assessed as provided for in Sections 3 and 4 of Ordinance 2021-17, amending the ENCPA Mobility Revenue Allocation Subsidy Ordinance, as previously amended; and

I. **WHEREAS**, Raydient and the Other Landowners agree that the Mobility Fee Rates and implementation schedule provided in Section 3 of Ordinance 2021-17 are fair and reasonable and Raydient and the Other Landowners consent to imposition of those rates and the phase-in schedule notwithstanding the provisions of section 3.7 of this Second Amendment.

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

AGREEMENT OF THE PARTIES

1. **Recitals.** The matters set forth in the Recitation of Facts paragraphs of this Second 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 Second Amendment.
- (b) Exhibit “B” to the Agreement is hereby deleted and replaced with Exhibit “B” attached to this Second Amendment.
- (c) Exhibit “C” to the Agreement is hereby amended as shown in strikethrough and underline in the attached Exhibit “C” and replaced with Exhibit “C” attached to this Second Amendment.
- (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 Rayonier Timber Company No.1, Inc., and Rayonier Timber Company No. 1, Inc., and Rayonier Timber Company No. 1, Inc., Wildlight LLC, Rayonier Forest Resources, LP and Rayonier Operating Company LLC~~ owners of properties within the ENCPA Property.

(e) Section 1.2(s) of the Agreement is hereby amended as shown in strike-through and underlined and replaced with the following:

(s) **“Raydient” “TerraPointe”** shall mean Raydient LLC.

dba Raydient Places + Properties LLC, TerraPointe LLC, a Delaware limited liability company and its assignees or transferees.

- (f) 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~~
\$26,636,603.87
- (2) New I-95 Interchange - ~~\$23,725,000.00~~
\$41,881,543.00
- (3) Interchange Road - ~~\$22,890,267.00~~
\$37,583,405.76
- (4) US 17 Widening - ~~\$7,216,927.00~~
\$10,001,292.48
- (5) North-South Regional Center Arterial - ~~\$34,855,360.00~~ \$57,229,276.95
- (6) DSAP Western Loop Collector - ~~\$12,969,642.00~~ \$7,185,330.56
- (7) Traffic Signals at major intersections - ~~\$2,800,000.00~~ \$4,200,000.00
- (8) SR A1A Intersection left turn lane improvements (included with Traffic Signals at major intersections)

(9) ~~I-95/SR AIA Interchange Improvements~~
~~\$700,000.00~~

~~(10) SR AIA 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~~ \$14,574,240.00

Total Cost of ENCPA Mobility Network-
~~**\$138,920,488.00**~~ **\$199,291,692.62**

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.

(g) Section 3.2(b) of the Agreement is hereby amended as shown in strike-through and underlined and replaced with the following:

3.2(b) The total cost of the ENCPA Mobility Network and, correspondingly, the Mobility Fees set forth in the Mobility Fee Schedule will be adjusted annually by the County Office of Management and Budget (OMB) pursuant to the inflation adjustment schedule attached hereto as Exhibit "D". The adjustment shall be implemented prospectively as of the effective date of the inflation adjustment (January 1 of each calendar year). The parties agree that these annual inflation adjustments are not limited by the provisions of Section 163.31801(6), Florida Statutes, and that if those statutory restrictions are deemed to be applicable to the annual inflation adjustment then Raydient and the Other Landowners agree to their application to the Mobility Fees and consent to the annual inflation adjustment provided herein.

(h) Section 3.2(d) of the Agreement is hereby amended as shown in strike-through and underlined and replaced with the following:

3.2(d) On the fifth anniversary of the Effective Date of the Second Amendment to this Agreement and at the end of every fifth year thereafter, Raydient TerraPointe or its successors or assigns shall initiate with the County a

coordinated review of the following data as of the date of the review: funds deposited into the ENCPA Mobility Network Fund; ENCPA Mobility Network improvements constructed and relevant associated costs; credits issued pursuant to Section 3.4 below; payments made from the ENCPA Mobility Network Fund pursuant to Section 3.5 below; the data in the Mobility Fee Schedule attached as Exhibit “B” to this Agreement; and other relevant data. Raydient TerraPointe or its successors or assigns shall initiate this process by submitting to the County a report summarizing the relevant data. Based on the coordinated review, Raydient TerraPointe or its successors or assigns and the County shall determine jointly whether the data indicates that Raydient TerraPointe and the County should consider prospective adjustments to the Mobility Fee, the ENCPA Mobility Revenue Allocation Subsidy, and/or the buildout date of the ENCPA Mobility Network in the context of the intent of this Agreement that the projected total cost of the ENCPA Mobility Network will be funded by the Mobility Fee and the ENCPA Mobility Revenue Allocation Subsidy to be paid into the ENCPA Mobility Network Fund through buildout date.

- (i) Section 3.7 of the Agreement is hereby amended as shown in strike-through and underlined and replaced with the following:

3.7 Impact of County Mobility Fee System on ENCPA Property.

The Mobility Fee system established herein shall be the exclusive fee or exaction imposed upon development within the ENCPA for mobility, transportation, or mass transit infrastructure. Any mobility fee system, transportation impact fee, or similar exaction which may be established by Nassau County for lands outside the ENCPA (referred to in this Section as “Non-ENCPA Mobility Fee”) shall be implemented independent of the Mobility Fee within the ENCPA. If the County adopts or amends a Non-ENCPA Mobility Fee for a land use category (e.g. residential, commercial, etc.) specified in the Land Use Comparator chart below, such that the Non- ENCPA Mobility fee is less than ninety (90%) of the current Mobility Fee for the specified comparator land use in the Land Use Comparator chart, or waives or suspends the assessment and collection of a Non-ENCPA Mobility Fee (for the applicable land use category as specified in the Land Use Comparator chart below), then, pursuant to the ENCPA Mobility Revenue

Allocation Subsidy Ordinance, the Board of County Commissioners shall consider legislation adjusting the ENCPA Mobility Revenue Allocation Subsidy. If the Board of County Commissioners declines to adjust the ENCPA Mobility Revenue Allocation Subsidy, then, as of the effective date of the comparator Non-ENCPA Mobility Fee which is of the lower amount or as of the effective date of the waiver or suspension, no Mobility Fee (as applicable) assessed and collected under this Agreement for a proposed development within the ENCPA shall exceed one hundred and ten-percent (110%) of the comparator Non-ENCPA Mobility Fee, which otherwise would be assessed and collected from the same proposed development located in Nassau County outside of the ENCPA, as set forth in the Land Use Comparator chart. The operation of this Section shall be automatic and shall not require further action by the Board of County Commissioners.

LAND USE COMPARATOR CHART

ENCPA LAND USE CATEGORY	COMPARATOR NON-ENCPA LAND USE CATEGORY
Residential (Single Family and Multi Family)	Single Family Residential (ITE Land Use Code 210)
Commercial/Retail	Shopping Center (ITE Land Use Code 820)
Office/Office Park	General Office (ITE Land Use Code 710)
Industrial	Industrial (ITE Land Use Code 110)

- (j) 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 Department ~~Dept.~~

96161 Nassau Place
Yulee, Florida 32097
Attention: ~~Growth Management Director~~ Planning &
Economic Opportunity 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: Michael S. Mullin, Esq.~~

Notices, demands and communications to ~~TerraPointe
Raydient~~ and Other Landowners:

~~TerraPointe LLC~~ Raydient LLC dba Raydient Places +
Properties LLC
1 Rayonier Way
Wildlight, Florida 32097
Attention: Wes Hinton
~~225 Water Street, Suite 1400~~
~~Jacksonville, Florida 32204~~
~~Attention: President, TerraPointe Services Inc.~~

Raydient LLC dba Raydient Places + Properties LLC
1 Rayonier Way
Wildlight, Florida 32097
Attention: John Campbell, Esq.
~~TerraPointe LLC~~
~~225 Water Street, Suite 1400~~
~~Jacksonville, Florida 32204~~
~~Attention: Mark Bridwell, Esq.~~
~~General Counsel, Rayonier Inc.~~

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

With a copy copies to:

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

And

~~Gunster Driver, McAfee, Hawthorne & Diebenow, PLLC
225 Water Street, Suite 1750 1 Independent Drive, Suite
1200
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 Second Amendment shall be effective upon recordation in the public records of Nassau County, Florida.

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

6. Counterparts. This Second 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 Second Amendment as of the dates written below their respective names.

Signed, sealed and delivered in the presence of:

RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC, a Delaware limited liability company

BY: Rayonier TRS Holdings Inc., a Delaware corporation, its Managing Member

[Signature]

By: [Signature]
MARK R. BRIDWELL, Vice President

Print Name: Kyle Sawicki

[Signature]

Attest: [Signature]
JOHN R. CAMPBELL, Assistant Secretary

Crystal L. Cook

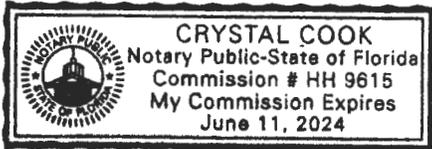
Print Name: _____

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18th day of October, 2021 by Mark R. Bridwell, as Vice President and John R. Campbell, as Assistant Secretary of Rayonier TRS Holdings Inc., a Delaware corporation, the Managing Member of Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, on behalf of the corporation and the company.

[Signature]
(Print Name Crystal L. Cook)

NOTARY PUBLIC
State of Florida at Large
Commission # HH 9615
My Commission Expires: 6/11/24
He/she is [check one]:
Personally Known
OR Produced I.D. _____
Type of Identification Produced _____



BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: [Signature]
Its: Chairman

Attest as to Chairman's signature:

[Signature]
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

[Signature]

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 25 day of October, 2021, by Thomas Ford,
the Chairman of the Board of County Commissioners of Nassau County, on behalf of the County.

[Signature]
(Print Name Tina S. Barnett)

NOTARY PUBLIC

State of Florida at Large

Commission # HH 157725

My Commission Expires: July 25, 2025

He/she is [check one]:

Personally Known

OR Produced I.D. _____

Type of Identification Produced _____



TINA S. BARNETT
Notary Public, State of Florida
My Comm. Expires July 25, 2025
Commission No. HH 157725

Signed, sealed and delivered
in the presence of:

[Signature]

Print Name: Kyle Sawicki

[Signature]

Print Name: Crystal L. Cook

WILDLIGHT LLC, a Delaware limited
liability company

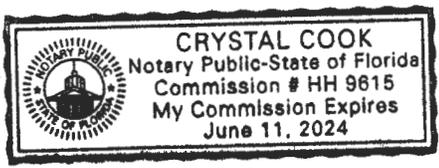
By: [Signature]
JOHN R. CAMPBELL, Vice President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 15th day of October, 2021 by John R. Campbell, as Vice
President of Wildlight LLC, a Delaware limited liability company, on behalf of the company

[Signature]
(Print Name Crystal L. Cook)

NOTARY PUBLIC
State of Florida at Large
Commission # HH9615
My Commission Expires: 6/11/24
He/she is [check one]:
Personally Known
OR Produced I.D.
Type of Identification Produced _____



Signed, sealed and delivered
in the presence of:

RAYONIER OPERATING COMPANY LLC, a
Delaware limited liability company

[Signature]

By: [Signature]
MARK R. BRIDWELL, Vice President

Print Name: Kyle Sawicki

Attest: [Signature]
JOHN R. CAMPBELL, Assistant Secretary

[Signature]

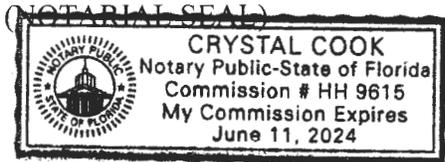
Print Name: Crystal L. Cook

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 15th day of October, 2021 by Mark R. Bridwell, as
Vice President and John R. Campbell, as Assistant Secretary of Rayonier Operating Company
LLC, a Delaware limited liability company, on behalf of the company, who are personally known
to me.

[Signature]
Notary Public Crystal L. Cook

Commission No. HH9615
My Commission Expires 6/11/24



Signed, sealed and delivered
in the presence of:

RAYONIER FOREST RESOURCES, L.P., a
Delaware limited partnership

BY: Rayonier Timberlands Management, LLC, a
Delaware limited liability company, its Managing
General Partner

[Signature]

Print Name: Kyle Sawicki

[Signature]

Print Name: Crystal L. Cook

By: [Signature]
MARK R. BRIDWELL, Vice President

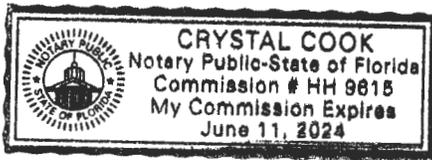
Attest: [Signature]
JOHN R. CAMPBELL, Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 8th day of October, 2021 by Mark R. Bridwell, as Vice
President and John R. Campbell, as Assistant Secretary of Rayonier Timberland Management,
LLC, a Delaware limited liability company, as the Managing General Partner of Rayonier Forest
Resources, L. P., a Delaware limited partnership, on behalf of the limited liability company and
the partnership.

[Signature]
(Print Name Crystal L. Cook)

NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
He/she is [check one]:
Personally Known
OR Produced I.D. _____
Type of Identification Produced _____



ENCPA Mobility Network Map

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 SR A1A at Blackrock Rd. intersection left turn lane improvements

Internal trails are included in the Mobility Network but are not shown on the map.

July 16, 2021



Improvements

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

Notes

1. All 4-lanes 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 cost for the recommended mobility plan.
5. In addition to the roadways shown, the Mobility Network includes traffic signals at major intersections.



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 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.

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. 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%
	I-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 I-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 D

Transportation Improvements Included in ENCPA Mobility Network

Roadway/Segment	Improvement
CR 108 Extension US 17 to Interchange Rd Interchange Rd to Resort Area Resort Area to Chester Rd <u>Main Street #1</u> <u>Main Street #2</u>	New 2-lane road New 2-lane road New 2-lane road
Interchange Road Interstate 95 to DSAP Western Loop Collector DSAP Western Loop Collector to N-S Regional Center Arterial N-S Regional Center Arterial <u>East Frontage Road</u> to US 17 US 17 to CR 108	New 4-lane road New 4-lane road New 4-lane road New 4-lane road
Interchange Road at I-95 e	New Interchange
DSAP Western Loop Collector	New 2-lane road
N-S Regional Center Arterial US 17 to CR 108 CR 108 to Interchange Road Interchange Road to SR 200/A1A	New 4-lane road New 4-lane road New 4-lane road
US 17 N-S Regional Center Arterial to I-95	Widen to 4 lanes
Traffic Signals (at 8 <u>10</u> new major intersections)	Install new signal
SR A1A / I-95 Interchange Improvements	<u>Interchange improvements</u>
SR A1A Intersection Improvements (cost included with Traffic Signals at major intersections)	Dual left turn lanes at Blackrock Rd
Internal multi-use trail system (off-street)	
SR A1A/William Burgess Blvd Intersection Improvements	Intersection improvements