

**ORDINANCE NO. 2021-17**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, REGARDING MOBILITY FEES WITHIN THE EAST NASSAU COMMUNITY PLANNING AREA; AMENDING SECTION 29-171 OF THE NASSAU COUNTY CODE OF ORDINANCES REGARDING FINDINGS AND DECLARATION OF NECESSITY; AMENDING SECTION 29-172 OF THE NASSAU COUNTY CODE OF ORDINANCES REGARDING DEFINITIONS; AMENDING SECTION 29-173 OF THE NASSAU COUNTY CODE OF ORDINANCES REGARDING ENCPA MOBILITY NETWORK FUND; PROVIDING FOR NOTICE OF MOBILITY FEE RATES; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA:**

**SECTION 1. AMENDMENT OF SECTION 29-171 OF THE NASSAU COUNTY CODE OF ORDINANCES REGARDING FINDINGS AND DECLARATION OF NECESSITY.** Section 29-171 of the Nassau County Code of Ordinances, entitled "Findings and Declaration of Necessity," is hereby amended as follows:

Sec. 29-171. - Findings and declaration of necessity.

The foregoing whereas clauses are hereby ratified and incorporated as the legislative intent of this ordinance [article].

(1) It is hereby found and declared that the tools and techniques identified and encouraged by the state legislature in Chapter 2011-139, Laws of Florida, as codified in Chapter 163, Part II, Florida Statutes, and identified by the board of county commissioners in the Nassau County Comprehensive Plan will substantially advance the public purposes of job creation and public safety. It is further found and declared that applicable law provides that: revenue sources other than those deriving from mobility fees may be utilized for the development of transportation facilities allowing for land development which results in job creation and compact, mixed-use, energy efficient development; and utilizing tax increment revenues for such purposes serves a legitimate public purpose.

(2) It is further found and declared that there is a need within the ENCPA for improved roads, bridges, traffic and travel corridors, bicycle/pedestrian facilities, and other means of access to facilitate mobility for current and

future residents of Nassau County and the ENCPA; access to the recreation, vacation and tourism destinations and attractions within the area; and the attraction of high paying jobs sufficient to provide economic diversification necessary to sustain a stable tax base through seasonal or business cycles.

(3) It is further found and declared that the preparation for evacuation from storms and other emergencies plays a vital role in the area economy by assuring the safety of the residential, workforce, and consumer base within the area, and that it is therefore in the public interest and the interest of the citizens and residents of the county to provide for the development of the ENCPA Mobility Network.

(4) It is further found and declared that the powers conferred by this ordinance [article] are for public uses and purposes for which public money may be expended and the power of eminent domain and police power may be exercised, and the necessity for the provisions herein enacted is hereby declared as a matter of legislative determination.

(5) It is further found and declared that the preservation or enhancement of the tax base from which the county realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which the county is established; that the use of tax increment revenues generated within the East Nassau Community Planning Area Mobility Network Fund to fund the development of the ENCPA Mobility Network is an effective method of achieving such preservation and enhancement, because the tax base can not reach its potential due to inadequate transportation infrastructure; that economic development afforded by the ENCPA Mobility Network, when complete, will enhance such tax base through the increase in the number of homes and businesses and the value of properties and provide increased tax revenues to affected taxing authorities, thereby increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through the use of tax increment revenues, the levying of taxes by such taxing authorities, and the appropriation of funds to the East Nassau Community Planning Area Mobility Network Fund bears a substantial relationship to the purposes of the county and is for lawful purposes and concerns.

(6) It is further found and declared that the ENCPA Mobility Network is "essential infrastructure," and that this ordinance [article] is intended to create a dedicated funding source for such infrastructure, thus qualifying the tax increment funding adopted by this ordinance [article] as "dedicated increment value" for purposes of F.S. § 200.001(8)(h).

(7) Section 163.3202(3), Florida Statutes, encourages the use of innovative land development regulations, including the use of Mobility Fees, to implement the goals, objectives and policies of the County's comprehensive plan.

(8) Future growth within the ENCPA will require improvements and additions to mobility and transportation related capital facilities to accommodate and maintain the levels of service adopted by the County, and accordingly, should contribute its fair share to the cost of improvements and additions to the mobility and transportation related facilities that are required to accommodate the use of such facilities by growth and such fair share contribution is limited exclusively to the ENCPA Mobility Fee Network and system as set forth in the Mobility Fee Agreement.

(9) Implementation of a mobility fee structure to require New Construction to contribute its fair share of the cost of improvements and additions to mobility and transportation related capital facilities as set forth in the Mobility Fee Agreement is an integral and vital element of the management of growth.

(10) The administrative costs reserved to the County for collection and implementation of the Mobility Fees are limited to the actual costs of administration and collection in accordance with Section 163.31801, Florida Statutes, or its statutory successor in function, and Section 3.3(d) of the Mobility Fee Agreement.

(11) The data utilized in the coordinated review for establishment of the Mobility Fees to be imposed within the ENCPA is the most recent and localized data available for the ENCPA Mobility Network and other study components per the "ENCPA Mobility Fee Five (5) Year Coordinated Review" dated March 30, 2021, REVISED August 9, 2021.

(12) Development necessitated by the growth contemplated in the ENCPA will require the construction of the ENCPA Mobility Network to accommodate the vehicular, pedestrian, and bicycle traffic generated by such growth.

(13) There is a rational nexus between future growth, as represented by New Construction within the ENCPA and the need to construct the ENCPA Mobility Network to accommodate the impacts generated by such growth and maintain the standards of service adopted by the County. The Mobility Fees adopted herein for each land use category are proportional to the impact expected to be generated by the ENCPA New Construction.

(14) In accordance with Section 163.31801, Florida Statutes, the Commission has held two duly noticed public workshops to consider whether extraordinary circumstances exist to justify increases in the Mobility Fee rates that exceed the phase-in provisions of state law. Based on the "Extraordinary Circumstance Demonstrated Need Study – Mobility Planning" dated June 27, 2021 (updated), which is on file with the County, "ENCPA Mobility Fee Five (5) Year Coordinated Review" dated March 30, 2021, REVISED August 9, 2021 and the comments and input provided at these workshops, the Commission finds that there are extraordinary circumstances to necessitate the increases in the Mobility Fee rates included herein because

(i) transportation planning is a complicated and evolving process. The County's effort to ensure that the Mobility Fee update was comprehensive, legally sound, and transparent, required additional time to complete. Additionally the COVID-19 pandemic slowed the study process as the County and its consultants focused on the response to the pandemic. Further delays in implementation of the updated fees runs the risk of having underlying data sources becoming outdated and putting the County's transportation funding strategy perpetually behind;  
(ii) Nassau County's extraordinary growth rate requires the implementation of the ENCPA Mobility Network to meet the demands of the planned ENCPA growth. To ignore this immediate demand would negatively impact on the County's ability to financially plan and implement the required transportation system upgrades, negatively impact on the desirability of the County for New Construction and job creation, and cause a deterioration in the level of service for existing residents and businesses; and  
(iii) the costs of transportation infrastructure continue to increase at an extraordinary rate in the County and any further delays in implementation of an updated Mobility Fee risks the County being able to afford the cost of the needed transportation infrastructure upgrades that are required to serve new growth.

(715) The findings contained in the preambles hereof are true and correct.

[Underline indicates additions; ~~strikethrough~~ indicates deletions]

**SECTION 2. AMENDMENT OF SECTION 29-172 OF THE NASSAU COUNTY CODE OF ORDINANCES REGARDING DEFINITIONS.** Section 29-172 of the Nassau County Code of Ordinances, entitled "Definitions," is hereby amended as follows:

Sec. 29-172. - Definitions.

All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Mobility Fee Agreement. The following terms, whenever used or referred to in this part, have the following meanings:

*Base taxable valuation* shall mean the taxable valuation from the property appraiser's 2014 tax roll and which will be utilized to determine Nassau County's ad valorem tax revenues.

*Detailed specific area plan (DSAP)* shall mean any of multiple detailed specific area plans to be adopted pursuant to F.S. § 163.3245, for parcels within the ENCPA of generally more than one thousand (1,000) acres.

*East Nassau Community Planning Area (ENCPA)* means approximately twenty-four thousand (24,000) acres located near Yulee in Nassau County, Florida, as described in Ordinance 2012-39, including any approved DSAPs within the ENCPA.

*ENCPA mobility network* shall mean the improvements that are referred to as the "ENCPA ~~M~~mobility ~~N~~network" in the ~~East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement~~ as set forth in an approved development agreement between Nassau County and ~~TerraPointe~~ Raydient LLC, and the Other Landowners, ~~as it may be amended~~, and depicted in Exhibit "A" to this ordinance [article].

*ENCPA mobility network fund* shall mean the fund, including sub-accounts for each DSAP, established herein and in the ~~East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement~~ as set forth in an approved development agreement between Nassau County and ~~TerraPointe~~ Raydient LLC, and the Other Landowners.

*ENCPA mobility revenue allocation subsidy* shall mean the amount of tax increment funds to be transferred into the ENCPA mobility network fund on or before January 1 of each year. Any tax increment generated outside an approved DSAP shall be transferred into the ENCPA mobility fund and distributed pro rata based on the acreage of approved DSAPs.

*Mobility Ffee* or ~~M~~*mobility Ffees* shall mean the mobility fee provided for in the ~~East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement~~ as set forth in an approved development agreement between Nassau County and ~~TerraPointe~~ Raydient LLC, and the Other Landowners.

*Mobility Ffee Agreement* shall mean that certain "East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement," a development agreement between Nassau County and ~~TerraPointe~~ Raydient LLC, and the Other Landowners, as amended. A copy of such agreement, and any amendments, is available for inspection in the office of the ex-officio clerk and the office of planning and economic opportunity.

*New Construction* shall mean land construction designed or intended to permit a use of the land which will contain more dwelling units, buildings or floor space than the existing use of land, or to otherwise change the use of land in a manner that increases the generation of daily vehicular traffic.

*Tax increment* shall mean the ad valorem tax revenues generated by applying board of county commissioners' county-wide millage rate in effect for the current fiscal year, exclusive of any debt service millage, to twelve (12) percent of the difference between the current taxable valuation and the base taxable valuation, subject to adjustment as provided in section 3(~~64~~) [subsection 29-173(~~f~~) of the Code] below or as otherwise approved by the board of county commissioners.

*Tax increment funds* or *TIF* means an amount equal to those certain incremental amounts of ad valorem property taxes of the county for the properties within the ENCPA and the DSAPs therein, and deposited in the ENCPA mobility network fund.

*Taxable valuation* shall mean the final non-school taxable value of all real property within the ENCPA, including any approved DSAPs within the ENCPA, as determined by the Nassau County Property Appraiser.

**Editor's note**— Exhibit "A" is incorporated herein by reference is if fully set out in length. A copy of Exhibit "A," and any amendments, is available for inspection in the office of the ex-officio clerk and the office of planning and economic development.

[Underline indicates additions; ~~strike through~~ indicates deletions]

**SECTION 3. AMENDMENT OF SECTION 29-173 OF THE NASSAU COUNTY CODE OF ORDINANCES REGARDING ENCPA MOBILITY NETWORK FUND.** Section 29-173 of the Nassau County Code of Ordinances, entitled "ENCPA Mobility Network Fund," is hereby amended as follows:

Sec. 29-173. – Mobility Fees and ENCPA mobility network fund.

(a) Effective February 1, 2022, all New Construction within the ENCPA shall pay the applicable Mobility Fee established in this Ordinance and the Mobility Fee Agreement to the County prior to the issuance of a building permit. In accordance with the Mobility Fee Agreement, the following Mobility Fee Schedule is hereby adopted for the ENCPA:

<u>Land Use Category</u>	<u>Mobility Fee</u>
<u>Residential</u>	<u>\$3,338.36 per dwelling unit</u>
<u>Commercial/Retail</u>	<u>\$4,924.26 per 1,000 square feet</u>
<u>Office/Office Park</u>	<u>\$2,907.83 per 1,000 square feet</u>
<u>Industrial</u>	<u>\$1,472.85 per 1,000 square feet</u>

(b) Effective May 1, 2022, all New Construction within the ENCPA shall pay the applicable Mobility Fee established in this Ordinance and the Mobility Fee Agreement to the County prior to the issuance of a building permit. In accordance with the Mobility Fee Agreement, the following Mobility Fee Schedule is hereby adopted for the ENCPA:

<u>Land Use Category</u>	<u>Mobility Fee</u>
<u>Residential</u>	<u>\$3,976.24 per dwelling unit</u>
<u>Commercial/Retail</u>	<u>\$4,938.52 per 1,000 square feet</u>
<u>Office/Office Park</u>	<u>\$3,365.66 per 1,000 square feet</u>
<u>Industrial</u>	<u>\$1,715.69 per 1,000 square feet</u>

- (c) The total cost of the ENCPA Mobility Network and, correspondingly, the Mobility Fees shall be adjusted annually pursuant to the inflation adjustment schedule set forth in the Mobility Fee Agreement. The adjustment shall be implemented prospectively as of the effective date of the inflation adjustment (January 1 of each calendar year).
- (d) There is hereby established an ENCPA mobility network fund, ~~a capital projects fund~~ which shall be maintained separate and apart from all other County accounts. Revenues placed into this fund shall consist of:
- (1) ~~Mobility Fees paid to the county pursuant to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement approved in the mobility fee agreement,~~ together with any interest earned thereon; and
  - (2) The ENCPA mobility revenue allocation subsidy as provided herein with any interest earned thereon.
- (e) Beginning on January 1, 2016, the tax increment shall be transferred annually into the ENCPA mobility network fund. The first fiscal year in which a tax increment shall be calculated pursuant to this ordinance [article] shall be the fiscal year commencing October 1, 2015, based upon an application of the millage rate in effect for the fiscal year commencing October 1, 2015, to twelve (12) percent of the difference between the taxable valuation for the fiscal year commencing October 1, 2015, and the base taxable valuation, subject to adjustment as provided in section 3(64) [subsection 29-173(f)] of the Code] below. The tax increment shall be calculated for the ENCPA and separately for each approved DSAP therein. The tax increment for each DSAP is a subset of, and not in addition to, the tax increment for the ENCPA, and the tax increment funds for each approved DSAP shall be placed under separate subaccount numbers within the ENCPA mobility network fund. The amount of the tax increment transferred annually into the ENCPA mobility network fund shall be referred to as the ENCPA mobility revenue allocation subsidy.
- (f) ~~As provided in the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement approved in the mobility fee agreement,~~ the ENCPA mobility Network Fund shall be used solely to fund the ENCPA ~~M~~obility ~~N~~etwork and the actual costs of the county's administration of the ENCPA Mobility Network Fund pursuant to the mechanisms provided in the ~~East Nassau Community~~

~~Planning Area Proposed Transportation Improvements and Mobility Fee Agreement.~~

- (g) The ENCPA ~~M~~mobility ~~N~~network is to be funded by the ENCPA Mobility Network Fund, which is funded by mobility fees established in the ~~M~~mobility ~~F~~fee ~~A~~agreement and the ENCPA ~~M~~mobility ~~R~~revenue ~~A~~allocation ~~S~~subsidy. 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 which is less than ninety (90) percent of the mobility fees established in the ~~M~~mobility ~~F~~fee ~~A~~agreement or waives, suspends, or otherwise ceases the assessment and collection of a non-ENCPA mobility fee, then the board of county commissioners shall consider legislation adjusting the tax increment established herein.
- (h) A report will be prepared annually by the County reflecting the collection and expenditure of the Mobility Fees by the County during the previous fiscal year in accordance with Section 163.31801, Florida Statutes.

[Underline indicates additions; ~~strikethrough~~ indicates deletions]

#### **SECTION 4. NOTICE OF MOBILITY FEES.**

(A) No later than November 3, 2021, the County Manager is hereby directed to publish a notice once in a newspaper of general circulation within the County, which notice shall include: (1) a brief and general description of the Mobility Fees, (2) a description of the geographic area in which the Mobility Fees will be collected; (3) the Mobility Fee rates to be imposed for each land use category; and (4) the date of implementation of the Mobility Fee rates as provided in Section 3 hereof (the "Implementation Dates"). In the event, this notice is not published by November 3, 2021, then the February 1, 2022 Implementation Date shall be adjusted to ensure that the increased Mobility Fee rates are not implemented earlier than ninety (90) days after the date of publication of the notice.

(B) The obligations herein for the payment of the updated Mobility Fee rates shall apply to all New Construction that applies for a Building Permit on or after the applicable Implementation Date. The existing Mobility Fee rates shall apply to all New Construction that applies for a Building Permit prior to the Implementation Date.

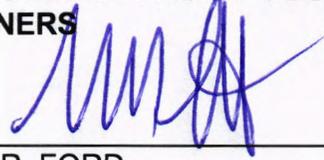
**SECTION 5. SEVERABILITY.** If any clause, section or provision of this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said chapter shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

**SECTION 6. CODIFICATION.** It is the intention of the Board and it is hereby ordained that the relevant provisions of this Ordinance shall become and be made a part of the Nassau County Code of Ordinances; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section", "Article" or other appropriate word.

**SECTION 7. EFFECTIVE DATE.** A certified copy of this Ordinance shall be filed with the Department of State within 10 days after its enactment by the Board and shall take effect as provided by law; provided the revisions to the Mobility Fee rates shall become effective as provided in Section 4 hereof.

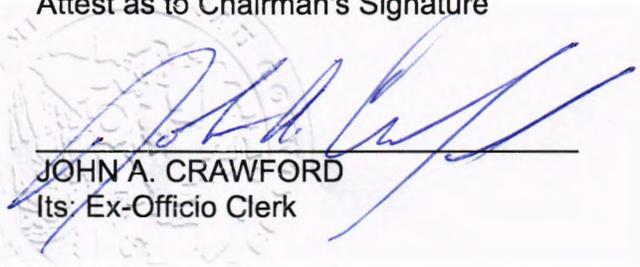
**DULY ADOPTED** this 25<sup>th</sup> day of October, 2021, by a four-fifths vote of the membership of the Board of County Commissioners.

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**



\_\_\_\_\_  
THOMAS R. FORD  
Its: Chairman

Attest as to Chairman's Signature



\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Special Counsel:



\_\_\_\_\_  
HEATHER J. ENCINOSA

**EXHIBIT A**

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

**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 25<sup>th</sup> 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**

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

- (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

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 18<sup>th</sup> 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

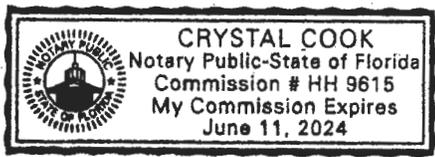
My Commission Expires: 6/11/24

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 15<sup>th</sup> 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

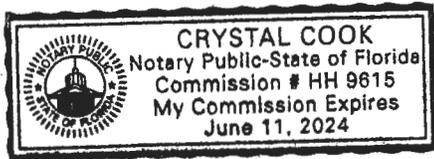
My Commission Expires: 6/11/24

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 Savicki

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

[Signature]

Print Name: Crystal L. Cook

STATE OF FLORIDA  
COUNTY OF NASSAU

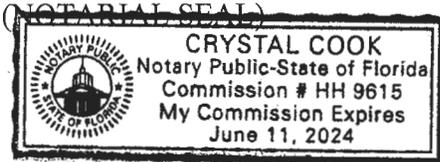
The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this 15th day of October, 2021 by Mark R. Bridwell, as  
Vice President and John R. Campbell, as Assistant Secretary of Rayonier Operating Company  
LLC, a Delaware limited liability company,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

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

Print Name: Kyle Sawicki

[Signature]

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

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 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 \_\_\_\_\_

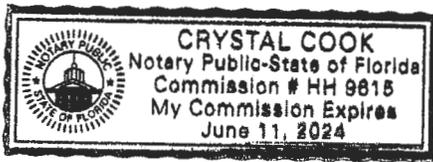


Exhibit "A"

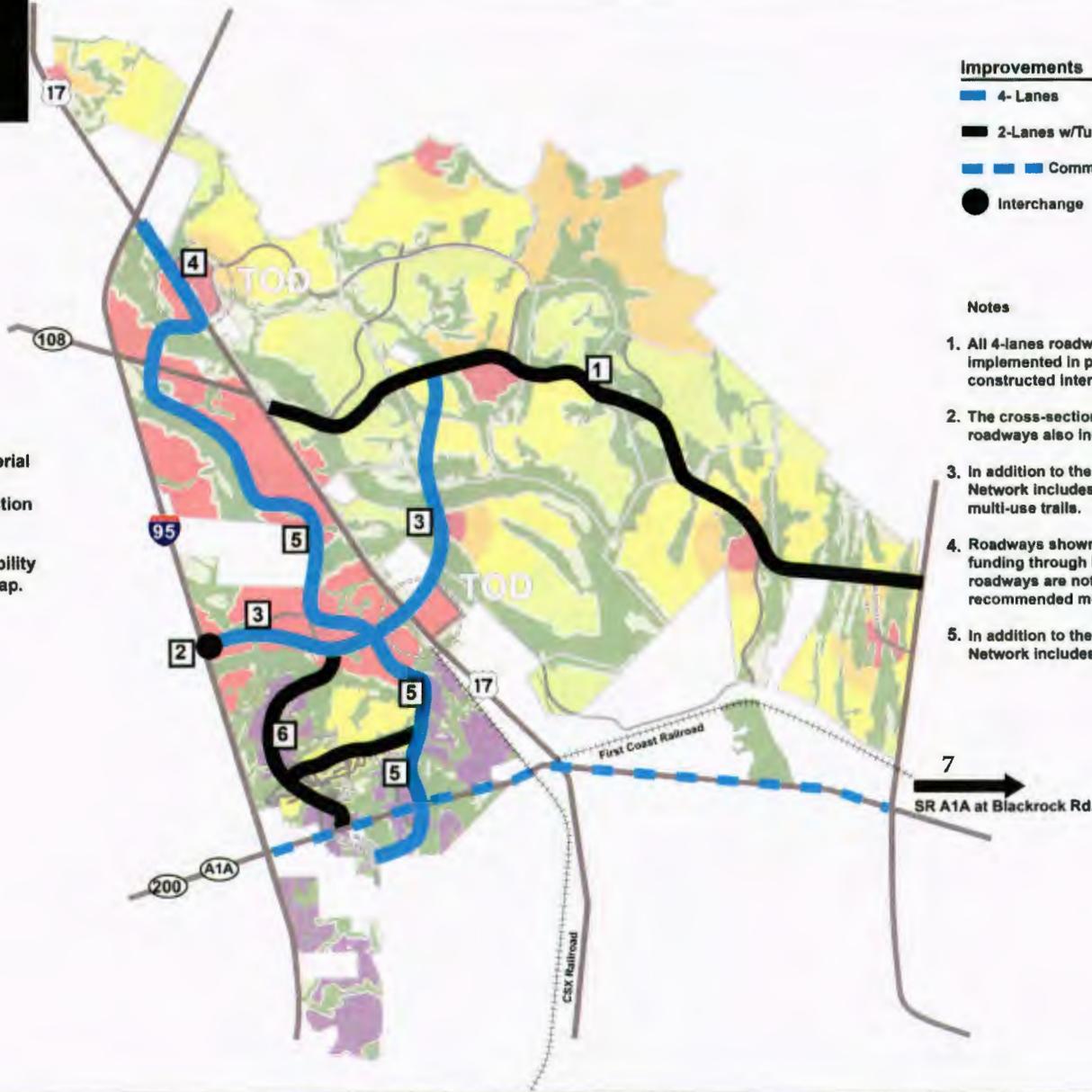
# ENCPA Mobility Network Map

**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 "B"**  
**ENCPA MOBILITY FEE SCHEDULE**

Total ENCPA Network Cost				\$199,291,692.62
Administrative Cost				<u>\$1,793,625.23</u>
Total ENCPA Network Expense:				\$201,085,317.85
Matching dollars @ 50% for the I95 Interchange				\$20,940,771.50
TIF Benefit (total from Fiscal Impact Model 2019-2048)				\$49,443,572.52
Mobility Fees collected as of 1/07/2021				\$1,523,010.93
Mobility TIF collected as of 1/07/2021				<u>\$85,290.93</u>
Subtotal:				\$71,992,645.88
Mobility Fund Need:				\$129,092,671.97
Mobility Fee Assumptions:				
Residential**			Fee per unit	
Single Family			\$3,976.24	\$95,429,748.21
Multi Family	24,000 units			
Non Residential**			Fee per 1,000 sf	
Commercial/Retail	2,910,000 s.f		\$4,938.52	\$14,371,093.20
Office/Office Park	3,280,000 s.f.		\$3,365.66	\$11,039,364.80
Industrial	4,810,000 s.f.		\$1,715.69	<u>\$8,252,468.90</u>
Total Fees:				\$129,092,675.11

\*\* These updated Mobility Fees 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.

## 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**

<b>Roadway</b>	<b>From/To</b>	<b>Growth Rate</b>	
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 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
<b>CR 108 Extension</b> 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
<b>Interchange Road</b> <del>Interstate 95 to DSAP Western Loop Collector</del> <del>DSAP Western Loop Collector to N-S Regional Center Arterial</del> <del>N-S Regional Center Arterial</del> <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
<b>Interchange Road at I-95 e</b>	New Interchange
<b>DSAP Western Loop Collector</b>	New 2-lane road
<b>N-S Regional Center Arterial</b> 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
<b>US 17</b> N-S Regional Center Arterial to I-95	Widen to 4 lanes
<b>Traffic Signals</b> (at 8 & 10 new major intersections)	Install new signal
<b>SR A1A / I-95 Interchange Improvements</b>	<u>Interchange improvements</u>
<b>SR A1A Intersection Improvements</b> (cost included with Traffic Signals at major intersections)	Dual left turn lanes at Blackrock Rd
<b>Internal multi-use trail system (off-street)</b>	
<b>SR A1A William Burgess Blvd Intersection Improvements</b>	Intersection improvements



## FLORIDA DEPARTMENT *of* STATE

**RON DESANTIS**  
Governor

**LAUREL M. LEE**  
Secretary of State

November 2, 2021

Honorable John A. Crawford  
Clerk of the Circuit Court  
Nassau County  
76347 Veteran's Way, Suite 456  
Yulee, Florida 32097

Attention: Jennifer Marlatt

Dear Mr. Crawford:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Nassau County Ordinance No. 2021-17, which was filed in this office on November 1, 2021.

Sincerely,

Anya Owens  
Program Administrator

AO/lb