ORDINANCE NO. 2015-08

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AMENDING ORDINANCE NO. 2013-10, WHICH AMENDED THE NASSAU COUNTY CODE OF ORDINANCES, CHAPTER 29, ARTICLE VII, TO CREATE A NEW ARTICLE, EAST NASSAU COMMUNITY PLANNING AREA MOBILITY NETWORK, ESTABLISHING THE EAST NASSAU COMMUNITY PLANNING AREA MOBILITY NETWORK FUND AND THE PURPOSES THEREOF, PROVIDING FOR THE FUNDING OF MOBILITY IMPROVEMENTS FROM TAX INCREMENT REVENUES, PROVIDING FOR AUTHORIZED EXPENDITURES FROM THE MOBILITY NETWORK FUND, PROVIDING FOR EXCLUSION FROM ROLLED-BACK RATE CALCULATION AND PROPERTY APPRAISER CERTIFICATION; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; SPECIFICALLY AMENDING SECTION 2, DEFINITIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2013-10 was adopted by the Board of County Commissioners of Nassau County, Florida, on June 24, 2013; and

WHEREAS, the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement is attached as Exhibit "A" to Ordinance No. 2013-10; and

WHEREAS, it has been determined that it is necessary to amend said agreement; and

WHEREAS, the Amendment, generally, proposes to update the East Nassau Community Planning Area ("ENCPA") Proposed Transportation Improvements and Mobility Fee Agreement to reflect the updated ENCPA Mobility Network and the Transportation Impact Analysis Methodology applicable to the ENCPA mixed use project; and

WHEREAS, it has been determined that it is necessary to amend Ordinance No. 2013-10, which Ordinance provisions have been codified in the Nassau County Code of Ordinances, Chapter 29, Article VII, to eliminate references to the ENCPA Proposed Transportation Improvements and Mobility Fee Agreement Original date of June 24, 2013, and to provide a location in the County in which this agreement, and any amendments, is available for inspection.

NOW, THEREFORE, BE IT ORDAINED that Ordinance No. 2013-10, shall be amended as follows:

SECTION 1. FINDINGS AND DECLARATION OF NECESSITY.

The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

(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, 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 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 is intended to create a dedicated funding source for such infrastructure, thus qualifying the tax increment funding adopted by this Ordinance as "dedicated increment value" for purposes of Section 200.001(8)(h), Florida Statutes.

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

SECTION 2. DEFINITIONS.

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 Section 163.3245, Florida Statutes, for parcels within the ENCPA of generally more than 1,000 acres.

"Mobility Fee" or "Mobility Fees" 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 LLC, and the Other Landowners. ~~other Owners of Record dated June 24, 2013.~~

"ENCPA Mobility Network" shall mean the improvements that are referred to as the "ENCPA Mobility 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 LLC, and the Other Landowners, ~~other Owners of Record dated June 24, 2013,~~ as it may be amended, and depicted in Exhibit "A" to this Ordinance.

"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 LLC, and the Other Landowners. ~~other Owners of Record dated June 24, 2013.~~

"Mobility Fee Agreement" shall mean a development agreement between Nassau County and TerraPointe LLC, and the Other Landowners. ~~other Owners of Record dated June 24, 2013.~~ 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.

"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.

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

"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.

"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.

"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 percent (12%) of the difference between the current Taxable Valuation and the Base Taxable Valuation, subject to adjustment as provided in Section 3(4) [subsection 29-173(d) of the Code] below or as otherwise approved by the Board of County Commissioners.

Editor's Note – Exhibit "A" is incorporated herein by reference as 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.

SECTION 3. ENCPA MOBILITY NETWORK FUND.

(1) There is hereby established an ENCPA Mobility Network Fund, a capital projects fund. Revenues placed into this fund shall consist of:

(a) 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

(b) The ENCPA Mobility Revenue Allocation Subsidy as provided herein with any interest earned thereon.

(2) 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 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 percent (12%) 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(4) [subsection 29-173(d) 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 sub-account 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.

(3) 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 Mobility Network 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.

(4) The ENCPA Mobility Network is to be funded by the ENCPA Mobility Network Fund, which is funded by mobility fees established in the Mobility Fee Agreement and the ENCPA Mobility Revenue Allocation 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 percent (90%) of the mobility fees established in the Mobility Fee 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.

SECTION 4. TERMINATION.

The ENCPA Mobility Network Fund and the annual transfer of the ENCPA Mobility Revenue Allocation Subsidy shall cease upon the completion of construction, dedication, and acceptance of all of

the ENCPA Mobility Network improvements and other conditions as described in the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement.

SECTION 5. EXCLUSION FROM ROLLED-BACK RATE CALCULATION AND PROPERTY APPRAISER CERTIFICATION.

The Tax Increment creased by this ordinance shall be dedicated, paid and applied to finance essential transportation infrastructure, and shall be considered "dedicated increment value" pursuant to Section 200.001(8)(h), Florida Statutes. As dedicated increment value, the Tax Increment Funds shall be excluded from the calculation of the maximum ad valorem millage rate (the rolled-back rate) required by Sections 200.065 and 200.185, Florida Statutes. Pursuant to Section 200.001(8)(h), Florida Statutes, on or before July 1, 2013, Nassau County shall certify to the Nassau County Property Appraiser the boundaries of the ENCPA as of January 1, 2014, and the Base Taxable Valuation date. If the boundaries of the ENCPA change, Nassau County shall update the Property Appraiser certification required by Section 200.001(8)(h), Florida Statutes. Any change in the certification to the Property Appraiser provided after March 31 of any year shall not be used for the current year's certification. Similarly, on or before March 31, of each year, Nassau County shall certify to the Nassau County Property Appraiser the boundaries of any DSAP approved as of January 1, of each year. If the boundaries of any approved DSAP change, Nassau County shall update the Property Appraiser. Any change in the certification to the Property Appraiser provided after March 31 of any year shall not be used for the current year's certification.

SECTION 6. REPEALER.

All ordinances and resolutions or parts thereof of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 7. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 8. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance, amending Ordinance 2013-10, shall become and be made a part of the Nassau County Code of Ordinances in Chapter 29, Article VII; and that the sections of this Ordinance may be re-numbered or re-lettered and the word "ordinance" may be changed to "division", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 9. EFFECTIVE DATE.

A certified copy of this Ordinance shall be filed with the Department of State by the Clerk to the Board within ten (10) days after adoption of this Ordinance, and this Ordinance shall take effect upon filing with the Department of State.

ADOPTED this 22nd day of June, 2015.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

PAT EDWARDS
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

MES 06.24.15

MICHAEL S. MULLIN

FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

June 26, 2015

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

Attention: Brenda Linville, Clerk Services

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. 2015-08, which was filed in this office on June 26, 2015.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270 • Facsimile: (850) 488-9879
www.dos.state.fl.us

INSTR # 201520946, Book 1993, Page 22
Pages 22
Doc Type AGR, Recorded 07/23/2015 at 02:36 PM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee $188.50
#1

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

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

RECITATION OF FACTS

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

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

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

A CERTIFIED TRUE COPY
John A. Crawford, Ex-Officio Clerk
By: Brenda K. Linville, D.C.
EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida

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

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

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

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

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

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

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

AGREEMENT OF THE PARTIES

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

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

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

(a) Exhibit "A" to the Agreement is hereby deleted and replaced with Exhibit "A" attached to this First Amendment.

(b) Exhibit "C" to the Agreement is hereby amended as shown in strike-through and underline in the attached Exhibit "C" and replaced with Exhibit "C" attached to this First Amendment.

(c) Section 3.1 of the Agreement is hereby amended as shown in strike-through and underlined and replaced with the following:

3.1 ENCPA Mobility Network.

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

(1) CR 108 Extension - $25,097,242.00

(2) New I-95 Interchange - $23,725,000.00

(3) Interchange Road - $22,890,267.00

(4) US 17 Widening - $7,216,927.00

(5) ~~Employment Center (north/south road)~~ North-South Regional Center Arterial - $34,855,360.00

(6) ~~Employment Center (Collector Roads)~~ DSAP Western Loop Collector - ~~$8,061,994.00~~$12,969, 642.00

(7) Traffic Signals at major intersections - $2,800,000.00

(8) SR A1A Intersection left turn lane improvements (included with Traffic Signals at major intersections)

(9) I-95/SR A1A Interchange Improvements - $700,000.00

(10) SR A1A and William Burgess Boulevard Intersection Improvements - $500,000

(11) Internal trails are included in the Mobility Network but are not shown on Exhibit "A" - $8,166,050.00

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

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

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

(p) **"Other Landowners"** shall mean the following: Rayonier East Nassau Timber Properties I, LLC, Rayonier East Nassau Timber Properties II, LLC, Rayonier East Nassau Timber Properties V, LLC, Rayonier East Nassau Timber Properties VI, LLC, Rayonier East Nassau Timber Properties VII, LLC, all of wholly-owned subsidiaries of Terrapointe, and

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

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

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

Notices, demands and communications to the County:

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

With a copy to:

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

With a copy to:

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

Notices, demands and communications to TerraPointe and Other Landowners:

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

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

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

With copies to:

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

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

And

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

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

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

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

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

[The remainder of this page intentionally deleted].

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

Signed, Sealed and Delivered in the Presence Of:	**TERRAPOINTE LLC**
Tracie D. Lamb Print Name: Tracie D. Lamb Elynda S. Swiderski Print Name: Elynda S. Swiderski	By: Mark R. Bridwell Name: Mark R. Bridwell Title: Vice President Attest: Laura Davis Laura Davis Title: Assistant Secretary Date: July 13, 2015

STATE OF FLORIDA

COUNTY OF DUVAL

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

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

Ann Williams
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF226022
Expires 4/30/2019

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

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Its: Chairman

Attest as to Chairman's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
07.22.15

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

MICHAEL S. MULLIN

STATE OF FLORIDA

COUNTY OF NASSAU

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

Notary Public, State of Florida
Name: Joyce T. Bradley

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

My Commission Expires 12/23/2017
My Commission Number is: FF75458

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

STATE OF FLORIDA

COUNTY OF DUVAL

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

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

Ann Williams
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF226022
Expires 4/30/2019

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

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

STATE OF FLORIDA

COUNTY OF DUVAL

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

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

Ann Williams
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF226022
Expires 4/30/2019

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

Signed, Sealed and Delivered in the Presence Of:	**RAYONIER EAST NASSAU TIMBER PROPERTIES III, LLC, a Delaware limited liability company** **By its Managing Member** **RAYONIER TIMBER COMPANY NO. 1, INC.**
Tracie D. Lamb Print Name: Tracie D. Lamb Mark R. Bridwell Print Name: Mark R. Bridwell	By: Douglas M. Long Name: Douglas M. Long As Its: Vice President Attest: Laura Davis Laura Davis Title: Assistant Secretary Date: July 15, 2015

STATE OF ~~FLORIDA~~ Washington

COUNTY OF ~~DUVAL~~ Grays Harbor

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

HELEN LAURA OLSEN
COMMISSION EXPIRES
NOTARY
PUBLIC
2-09-18
STATE OF WASHINGTON

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

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

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

STATE OF ~~FLORIDA~~ Washington

COUNTY OF ~~DUVAL~~ Grays Harbor

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

HELEN LAURA OLSEN
COMMISSION EXPIRES
NOTARY
PUBLIC
2-09-18
STATE OF WASHINGTON

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

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

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

STATE OF FLORIDA

COUNTY OF DUVAL

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

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

Ann Williams
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF226022
Expires 4/30/2019

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

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

STATE OF FLORIDA

COUNTY OF DUVAL

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

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

Ann Williams
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF226022
Expires 4/30/2019

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

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

STATE OF FLORIDA

COUNTY OF DUVAL

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

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

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

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

STATE OF ~~FLORIDA~~ Washington

COUNTY OF ~~DUVAL~~ Grays Harbor

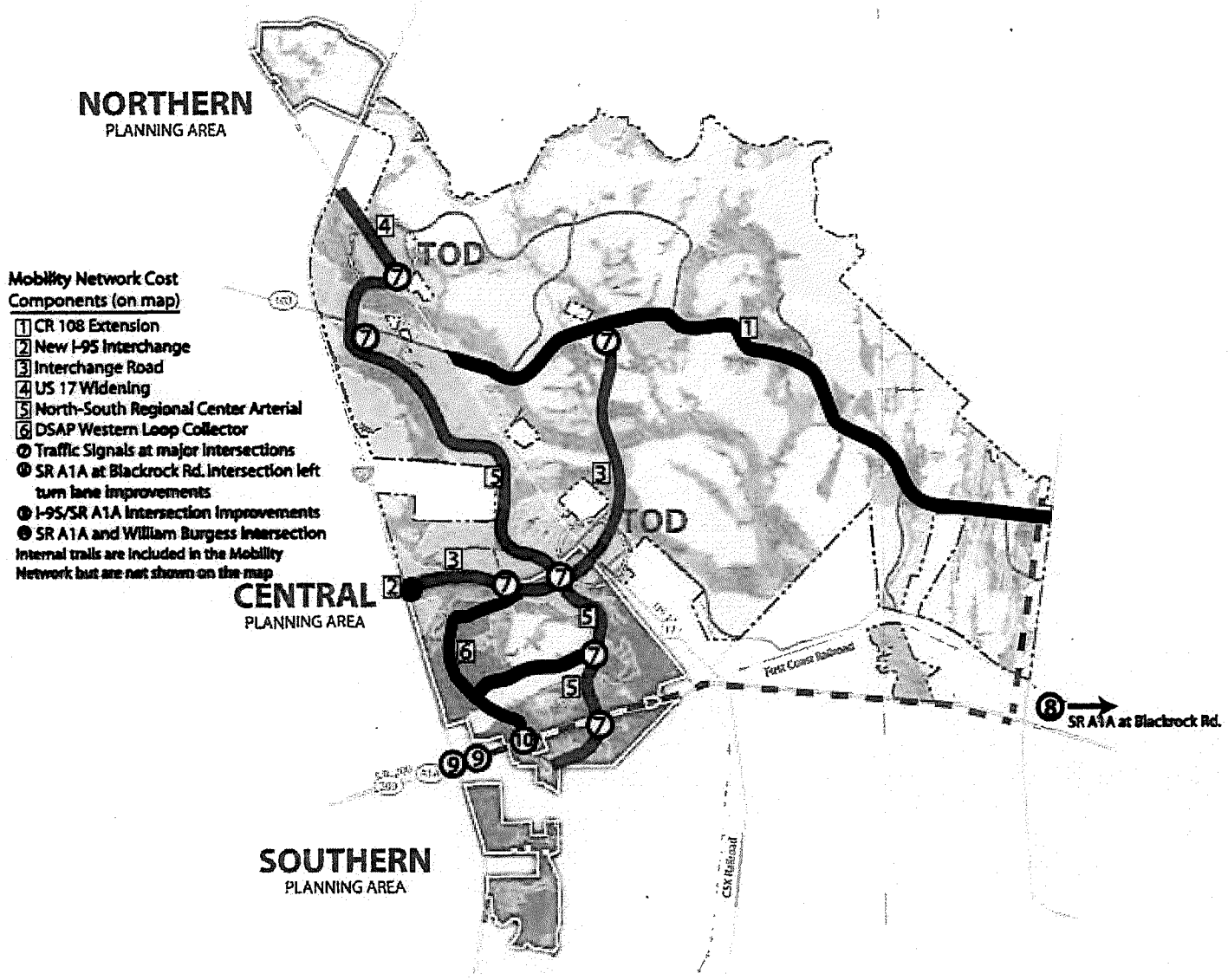
The foregoing instrument was acknowledged before me this 15th day of July, 2015, by Douglas M. Long, a Vice President of Rayonier Timber Company No. 1, Inc., a Delaware Corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

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

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

HELEN LAURA OLSEN
COMMISSION EXPIRES
NOTARY
PUBLIC
2-09-18
STATE OF WASHINGTON

EXHIBIT "A"



Improvements

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

Notes

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

vhb

PROJECT NUMBER: 61636.01

FILE PATH: \\vhb\proj\Orlando\61636.00 Terrafolate DSAP Area\Creative\2014 DSAP and Market Street PDF\Overall Planning Area\figure 3-2 Mobility Network-REV 2015-03-E .pdf

NOTE: THE INFORMATION PROVIDED ON THIS DOCUMENT SHOULD BE TREATED AS CONCEPTUAL ONLY AND MAY BE SUBJECT TO CHANGE © 2014 VHB

N

ENCPA Recommended Mobility Network

NASSAU COUNTY, FLORIDA

DATE: March 14, 2015

EXHIBIT "B"

ENCPA Mobility Fee Schedule

			Total ENCPA Network Cost	134,012,840
			Assumed Administrative costs	1,200,000
			Total ENCPA Network Expense	135,212,840
			Matching dollars @ 50% for the I-95 interchange	11,862,500
			Mobility Fees	75,810,000
			Subtotal	87,672,500
			Tax Increment**	47,540,340
		** Note - Tax increment of 12% assumed with increment in place through buildout of entire network estimated to be by 2040		
Initial Mobility Fee Assumptions:				
Residential		Fee per unit		
Single Family	24000 units	$	2,200.00	52,800,000
Multi Family				
Non Residential		Fee per square foot		
Commercial/Retail	2910000 s.f.	$	4.00	11,640,000
Office/Office Park	3280000 s.f.	$	2.00	6,560,000
Industrial	4810000 s.f.	$	1.00	4,810,000
				23,010,000
		Total Fees		75,810,000

Exhibit "C"

Transportation Impact Analysis (TIA) Methodology

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

Analysis Area

The analysis area is defined as follows:

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

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

Analysis Timeframe

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

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

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

Trip Generation

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

Trip Distribution

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

- Transportation Network Assumptions - The transportation network should include existing arterial and collector roadways. Future facilities to be included in the analysis should be limited to roadway segments with committed construction funding within the next five (5) years. For analysis purposes, roadway segments with existing backlogs (based on actual traffic levels) shall be assumed to include necessary improvements to address the backlog.

- Land Use Assumptions - The land use data for the NERPM model should be developed through interpolation between the base and forecast years. Within the ENCPA, background development should be limited to the existing development at the time of the application, plus any other parcels with approved TIAs.

Trips from Other Approved ENCPA Development

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

Future Conditions Analysis

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

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

Summary of Annual Background Growth Rates

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

Access Points

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

Recommended Improvements

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

Attachment ___

Transportation Improvements Included in ENCPA Mobility Network

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

Exhibit "D"
Inflation Adjustment Schedule

Fiscal Year	Inflation Factor	Multiplier
2013	Base	1.000
2014	3.1%	1.031
2015	2.9%	1.061
2016	2.9%	1.092
2017	2.9%	1.123
2018	2.9%	1.156
2019	3.0%	1.191
2020	3.1%	1.227
2021	3.2%	1.267
2022	3.3%	1.309
2023	3.3%	1.352
Source: FDOT Office of Work Program (March 27, 2013)		

The above Inflation Adjustment Schedule is based on FDOT data dated March 27, 2013. The data is updated periodically. Upon a request by TerraPointe, the County shall consider an amendment to this Agreement revising this Inflation Adjustment Schedule to reflect more current updates. Additionally, as of January 1, 2024, the FDOT inflation data current as of that date automatically shall substitute for this Inflation Adjustment Schedule and shall apply thereafter.